

**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:**

Wells Fargo Bank, National Association
Real Estate Group, AU #07572
1512 Eureka Road, Suite 350
Roseville, California 95661

Attn: Jackie DeSimone
Loan #: 103649



W2553194

E# 2553194 PG 1 OF 8
ERNEST D. ROWLEY, WEBER COUNTY RECORDER
08-Dec-11 10:24 AM FEE \$31.00 DEP SY
REC FOR: LANDMARK TITLE COMPANY
ELECTRONICALLY RECORDED

**MEMORANDUM OF MODIFICATION AGREEMENT
AMENDING DEED OF TRUST**

The undersigned declare that they have entered into a modification agreement dated of even date herewith, wherein provision is made for (a) amendment of that certain deed of trust dated February 23, 2007 and executed by BOYER OGDEN MALL, L.C., a Utah limited liability company, and OGDEN CITY REDEVELOPMENT AGENCY, a body politic and political subdivision of the State of Utah, as Trustor, to LANDMARK TITLE COMPANY, as Trustee, in favor of WELLS FARGO BANK, NATIONAL ASSOCIATION, as Beneficiary, which was recorded on March 1, 2007, as Instrument No. 2245552, in the Official Records of Weber County, Utah (as subsequently amended, the "Deed of Trust"), and/or (b) amendment of certain obligations secured by the Deed of Trust. This instrument is a memorandum of the modification agreement, and the same is incorporated herein by this reference with the same effect and as though set forth herein in its entirety. The Deed of Trust encumbers certain real property described on Exhibit A, attached hereto and incorporated herein by this reference.

(Signature pages follow)

51473

SIGNATURE PAGE OF LENDER:

Dated as of: November 14, 2011

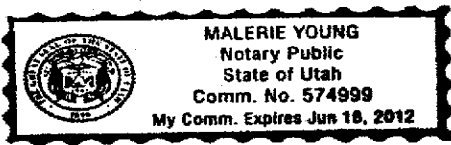
"LENDER"

WELLS FARGO BANK, NATIONAL ASSOCIATION

By: *J. Brian Duerden*
J. Brian Duerden, Vice President

STATE OF UTAH)
COUNTY OF SALT LAKE) ss.

The foregoing instrument was acknowledged before me this 5 ^{December} day of ~~November~~, 2011, by J. Brian Duerden, Vice President of Wells Fargo Bank, National Association.



Malerie Young
NOTARY PUBLIC
Residing at: Salt Lake City

My commission expires: 10/18/2012

SIGNATURE PAGE OF TRUSTOR/BORROWER:

Dated as of: November 14, 2011

"TRUSTOR/BORROWER"

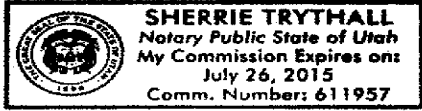
BOYER OGDEN MALL, L.C.,
a Utah limited liability company

By: The Boyer Company, L.C.,
a Utah limited liability company
Its Manager

By: *Jacob L. Boyer*
Name: **Jacob L. Boyer**
Title: **Manager**

STATE OF UTAH
COUNTY OF Salt Lake } ss.

The foregoing instrument was acknowledged before me this 14th day of November, 2011, by Jacob L. Boyer, Manager of The Boyer Company, L.C., a Utah limited liability company, Manager of Boyer Ogden Mall, L.C., a Utah limited liability company.



Sherrie Trythall
NOTARY PUBLIC
Residing at: Salt Lake County

My commission expires: 7/26/2015

NON-BORROWER TRUSTOR'S CONSENT

The undersigned ("Non-Borrower Trustor") consents to the foregoing Modification Agreement and the transactions contemplated thereby and reaffirms its obligations under the deed of trust ("Deed of Trust") dated February 23, 2007, executed by Non-Borrower Trustor, as Trustor, to Landmark Title Company, as Trustee, in favor of Lender, as Beneficiary, said Deed of Trust having been recorded on March 1, 2007, as Instrument No. 2245552, in the Official Records of Weber County, Utah. The undersigned further reaffirms its waivers, as set forth in the Deed of Trust, of each and every one of the possible defenses to such obligations.

Non-Borrower Trustor understands that the Lender's exercise of a non-judicial foreclosure sale under the subject Deed of Trust may, by virtue of Utah Code Ann. Section 57-1-32, result in the destruction of any subrogation, reimbursement or contribution rights which Non-Borrower Trustor may have against the Borrower. Non-Borrower Trustor further understands that such exercise by Lender and the consequent destruction of subrogation, reimbursement or contribution rights would constitute a defense to the enforcement of the Deed of Trust by Lender. With this explicit understanding, Non-Borrower Trustor nevertheless specifically waives any and all rights and defenses arising out of an election of remedies by Lender, even though that election of remedies, such as a nonjudicial foreclosure with respect to security for a guaranteed obligation, has destroyed Non-Borrower Trustor's rights of subrogation and reimbursement against the principal by the operation of Utah Code Ann. Section 57-1-32 or otherwise. Non-Borrower Trustor further specifically waives any and all rights and defenses that Non-Borrower Trustor may have because Borrower's debt is secured by real property; this means, among other things, that: (1) Lender may collect from Non-Borrower Trustor without first foreclosing on any real or personal property collateral pledged by Borrower; (2) if Lender forecloses on any real property collateral pledged by Borrower, then (A) the amount of the debt may be reduced only by the price for which that collateral is sold at the foreclosure sale, even if the collateral is worth more than the sale price, and (B) Lender may collect from Non-Borrower Trustor even if Lender, by foreclosing on the real property collateral, has destroyed any right Non-Borrower Trustor may have to collect from Borrower. The foregoing sentence is an unconditional and irrevocable waiver of any rights and defenses Non-Borrower Trustor may have because Borrower's debt is secured by real property. These rights and defenses being waived by Non-Borrower Trustor include, but are not limited to, any rights or defenses based upon Utah Code Ann. Section 57-1-32 or Section 78B-6-901. This understanding and waiver is made in addition to and not in limitation of any of the existing terms and conditions of the Deed of Trust.

Notwithstanding any term or provision contained herein, save and except Non-Borrower Trustor's right, title and interest now and hereafter held or acquired in and to the Subject Property which has been mortgaged, pledged, assigned, granted and liened to secure the debt evidenced by the Note as provided herein, Non-Borrower Trustor shall have no personal liability for the debt evidenced by the Note or any of the representations, warranties or covenants contained herein or in any of the other Loan Documents. Without limiting the foregoing, Non-Borrower Trustor shall not be responsible (other than with respect to its interest in the Subject Property which has been mortgaged, pledged, assigned, granted and liened as provided herein) to make payments on the Loan, procure insurance, pay taxes, or make any similar payments hereunder, all of which shall be Borrower's obligation (subject to the terms of the Loan Documents); provided, however, nothing contained in this consent shall limit Non-Borrower Trustor's grants, pledges, assignments and liens made or provided hereby, the same shall secure the debt evidenced by the Note and all obligations under the Loan Documents as provided herein, and Lender may foreclose upon, and realize on any and all such collateral, the Subject Property, and/or the interests of Non-Borrower Trustor in the Subject Property to secure, pay and satisfy the debt evidenced by the Note and such obligations evidenced by the Loan Documents as provided in and by the Deed of Trust.


(Signature page follows)


AGREED:

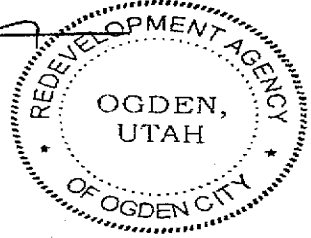
Dated as of: November 14, 2011

"NON-BORROWER TRUSTOR"
OGDEN CITY REDEVELOPMENT AGENCY

ATTEST:


City Recorder *Acting*

By: 
Name:
Title:



(ALL SIGNATURES MUST BE ACKNOWLEDGED)

PROPERTY DESCRIPTION

Exhibit A to Memorandum of Modification Agreement Amending Deed of Trust dated as of November 14, 2011, between Boyer Ogden Mall, L.C., a Utah limited liability company, and Ogden City Redevelopment Agency, as Trustor, and Wells Fargo Bank, National Association, as Lender.

All the certain real property located in the County of Weber, State of Utah, described as follows:

PARCEL 1:

Lot 10A, OGDEN CITY ENTERTAINMENT SUBDIVISION - PHASE 2 (AMENDED), according to the official plat thereof, filed in Book 64 of Plats, at Page 78 of the Official Records of the Weber County Recorder.

AND

01-099-0006

A part of Lot 11C, OGDEN CITY ENTERTAINMENT SUBDIVISION - PHASE 2 (AMENDED) LOT 11 2ND AMENDMENT, according to the official plat thereof, filed in Book 65 of Plats, at Page 56 of the Official Records of the Weber County Recorder, as modified by that certain Property Line Adjustment recorded August 27, 2008 as Entry No. 2361731 in the office of the Weber County Recorder, being described as follows:

A part of Block 32, Plat "A", Ogden City Survey, Ogden City, Weber County, Utah, more particularly described as follows: Beginning at the intersection of the Easterly right of way line of Kiesel Avenue and the Southerly right of way line of 23rd Street, said point also being the Northwest corner of Lot 11C, Ogden City Entertainment Subdivision-Phase 2 (Amended) Lot 11 2nd Amendment; running thence South 88°42'50" East 187.28 feet along said Southerly right of way line of 23rd Street to the West right of way line of Washington Boulevard; thence South 1°18'08" West 194.30 feet along said West right of way line; thence North 88°40'03" West 83.34 feet; thence North 30°00'04" West 8.49 feet; thence North 88°41'52" West 99.53 feet to the Easterly right of way line of Kiesel Avenue; thence North 1°18'08" East 186.95 feet along said Easterly right of way line of Kiesel Avenue to the point of beginning.

01-100-0004

AND

Lots 11D and 11E, OGDEN CITY ENTERTAINMENT SUBDIVISION - PHASE 2 3RD AMENDMENT, according to the official plat thereof, filed in Book 69 of Plats, at Page 42 of the Official Records of the Weber County Recorder.

AND

RETAIL UNIT A-102, RETAIL UNIT B-102, RETAIL UNIT F-102, and the RETAIL PARKING UNIT, all contained within **THE JUNCTION CONDOMINIUMS**, a Utah condominium project as identified in the Condominium Plat recorded in the office of the Weber County Recorder, Weber County, Utah on October 21, 2008 as Entry No. 2371302, in Book 69 of Plats, at Pages 20 through 35, (as said Condominium Plat may have heretofore been amended or supplemented), and in the Declaration Of Condominium for The Junction Condominiums recorded in the office of the Weber County Recorder, Weber County, Utah on October 21, 2008 as Entry No. 2371303 (as said Declaration may have heretofore been amended or supplemented), together with the appurtenant interest in and to the common areas, limited common areas, and facilities more particularly described in said Record of Survey Map, Declaration and any amendments and/or supplements thereto.

PARCEL 2:

The non-exclusive rights for parking and for vehicular and pedestrian access, appurtenant to the interest of Boyer Ogden Mall, L.C., a Utah limited liability company, in PARCEL 1 above, pursuant to and created by that certain instrument entitled Parking License Agreement, the existence of which Parking License Agreement is disclosed by a Memorandum Of Parking License Agreement recorded March 1, 2007 as Entry No. 2245550 of the Official Records of the Weber County Recorder, in and to the following described property:

Lots 4 and 9, OGDEN CITY ENTERTAINMENT SUBDIVISION - PHASE 2 (AMENDED), according to the official plat thereof, filed in Book 64 of Plats, at Page 78 of the Official Records of the Weber County Recorder.

SHOWN FOR REFERENCE ONLY:

- Tax Parcel No. 01-099-0006 ✓ NP
- Tax Parcel No. 01-100-0004 ✓ NP
- Tax Parcel No. 01-104-0001 ✓ NP
- Tax Parcel No. 01-104-0002 ✓ NP
- Tax Parcel No. 01-103-0004 ✓ NP
- Tax Parcel No. 01-103-0005 ✓ NP
- Tax Parcel No. 01-103-0006 ✓ NP
- Tax Parcel No. 01-103-0009 ✓