



\*W2716246\*

**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

E# 2716246 PG 1 OF 13  
ERNEST D ROWLEY, WEBER COUNTY RECORDER  
30-Dec-14 1252 PM FEE \$42.00 DEP SC  
REC FOR: LANDMARK TITLE COMPANY  
ELECTRONICALLY RECORDED

Attn: Eileen Oquendo  
Loan #: 103649

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

The undersigned declare that they have entered into that certain Eighth Modification Agreement dated of even date herewith ("**Eighth Modification Agreement**"), 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.

Without limiting the generality of the foregoing, the Deed of Trust is hereby amended, modified and supplemented as follows:

1. **Obligations Secured.** Section 2.1 of the Deed of Trust is hereby deleted in its entirety with the following substituted therefor:

"2.1 **OBLIGATIONS SECURED.** Trustor makes this Deed of Trust for the purpose of securing the payment and performance of the following obligations (collectively "**Secured Obligations**");

- (a) Payment to Beneficiary of all sums at any time owing with interest thereon, according to the terms of that certain Third Amended and Restated Promissory Note Secured by Deed of Trust (as the same may be amended, modified, supplemented or replaced from time to time, the "**Note**") dated December 3, 2014, in the principal amount of SIXTEEN MILLION THREE HUNDRED TWENTY-FIVE THOUSAND AND NO/100THS DOLLARS (\$16,325,000.00) executed by Borrower, and payable to the order of Beneficiary; and
- (b) Payment and performance of all covenants and obligations of Trustor under this Deed of Trust; and
- (c) Payment and performance of all covenants and obligations on the part of Borrower under that certain Building Loan Agreement by and between Borrower and Lender dated February 23, 2007, as amended and modified by (i) a letter

agreement dated February 23, 2007, (ii) a letter agreement dated February 21, 2008, (iii) that certain Modification Agreement (Secured Swap Contract), dated as of April 1, 2008, (iv) that certain Additional Advance and Consolidation Agreement dated April 1, 2008, (v) that certain Fifth Modification Agreement dated August 5, 2009, (vi) that certain Sixth Modification Agreement dated November 14, 2011, and (vii) that certain Seventh Modification Agreement dated August 22, 2014 (collectively, and as the same may be further amended, modified, supplemented or replaced from time to time, "Loan Agreement"); and

- (d) Payment and performance of all covenants and obligations, if any, of any rider attached as an Exhibit to this Deed of Trust; and
- (e) Payment and performance of all future advances and other obligations that the then record owner of all or part of the Subject Property may agree to pay and/or perform (whether as principal, surety or guarantor) for the benefit of Beneficiary, when such future advance or obligation is evidenced by an instrument in writing, which recites that it is secured by this Deed of Trust including any and all advances or disbursements of Beneficiary with respect to the Subject Property for the payment of taxes, assessments, insurance premiums or costs incurred for the protection of the Subject Property; and
- (f) Payment and performance of all obligations of Borrower under or in connection with any "Swap Agreement", as defined in the Loan Agreement, at any time entered into between Borrower and Beneficiary, together with all modifications, extensions, renewals and replacements thereof; and
- (g) All modifications, extensions, novations and renewals of any of the obligations secured hereby, however evidenced, including, without limitation: (i) modifications of the required principal payment dates or interest payment dates or both, as the case may be, deferring or accelerating payment dates wholly or partly; or (ii) modifications, extensions or renewals at a different rate of interest whether or not in the case of a note, the modification, extension or renewal is evidenced by a new or additional promissory note or notes."

2. **SECURITY INTEREST.** Section 4.1 of the Deed of Trust is hereby deleted in its entirety with the following substituted therefor:

"4.1 **SECURITY INTEREST.** Trustor hereby grants and assigns to Beneficiary as of the Effective Date (as defined in the Loan Agreement) a security interest, to secure payment and performance of all of the Secured Obligations, in all of the following described personal property in which Trustor now or at any time hereafter has any interest (collectively, the "Collateral"):

All goods, building and other materials, supplies, inventory, work in process, equipment, machinery, fixtures, furniture, furnishings, signs and other personal property and embedded software included therein and supporting information, wherever situated, which are or are to be incorporated into, used in connection with, or appropriated for use on the Subject Property; together with all Payments and other rents and security deposits derived from the Subject Property; all inventory, accounts, cash receipts, deposit accounts (including impound accounts, if any), accounts receivable, contract rights, licenses, agreements, general intangibles, payment intangibles, software, chattel paper (whether electronic or tangible), instruments, documents, promissory notes, drafts, letters of credit, letter of credit rights, supporting obligations, insurance policies, insurance and condemnation awards and proceeds, proceeds of the sale of promissory notes, any other rights to the payment of money, trade names, trademarks and service marks arising from or related to the

ownership, management, leasing, operation, sale or disposition of the Subject Property or any business now or hereafter conducted thereon by Trustor; all development rights and credits, and any and all permits, consents, approvals, licenses, authorizations and other rights granted by, given by or obtained from, any governmental entity with respect to the Subject Property; all water and water rights, wells and well rights, canals and canal rights, ditches and ditch rights, springs and spring rights, and reservoirs and reservoir rights appurtenant to or associated with the Subject Property, whether decreed or undeclared, tributary, non-tributary or not non-tributary, surface or underground or appropriated or unappropriated, and all shares of stock in water, ditch, lateral and canal companies, well permits and all other evidences of any of such rights; all deposits or other security now or hereafter made with or given to utility companies by Trustor with respect to the Subject Property; all advance payments of insurance premiums made by Trustor with respect to the Subject Property; all plans, drawings and specifications relating to the Subject Property; all loan funds held by Beneficiary, whether or not disbursed; all funds deposited with Beneficiary pursuant to any loan agreement; all reserves, deferred payments, deposits, accounts, refunds, cost savings and payments of any kind related to the Subject Property or any portion thereof; all of Trustor's right, title and interest, now or hereafter acquired, to the payment of money from Beneficiary to Trustor under any Swap Agreement; together with all replacements and proceeds of, and additions and accessions to, any of the foregoing; together with all books, records and files relating to any of the foregoing.

As to all of the above described personal property which is or which hereafter becomes a "fixture" under applicable law, it is intended by Trustor and Beneficiary that this Deed of Trust constitutes a fixture filing filed with the real estate records of Weber County, Utah, under the Uniform Commercial Code, as amended or recodified from time to time, from the state wherein the Subject Property is located ("UCC"). For purposes of this fixture filing, the "Debtor" is the Trustor and the "Secured Party" is the Beneficiary. A description of the land which relates to the fixtures is set forth in Exhibit A attached hereto. Trustor is the record owner of such land. The filing of a financing statement covering the Collateral shall not be construed to derogate from or impair the lien or provisions of this Deed of Trust with respect to any property described herein which is real property or which the parties have agreed to treat as real property. Similarly, nothing in any financing statement shall be construed to alter any of the rights of Beneficiary under this Deed of Trust or the priority of Beneficiary's lien created hereby, and such financing statement is declared to be for the protection of Beneficiary in the event any court shall at any time hold that notice of Beneficiary's priority interest in any property or interests described in this Deed of Trust must, in order to be effective against a particular class of persons, including, but not limited to, the Federal government and any subdivision, agency or entity of the Federal government, be filed in the UCC records."

3. **DEFAULT.** Sections 6.1 and 6.2 of the Deed of Trust are hereby deleted in their entirety with the following substituted therefor:

- 6.1 **DEFAULT.** For all purposes hereof, the term "**Default**" shall mean (a) at Beneficiary's option, the failure of Trustor or any other person liable to make any payment of principal or interest on the Note or to pay any other amount due hereunder or under the Note when the same is due and payable, whether at maturity, by acceleration or otherwise; or (b) the occurrence of any Default as defined in any one or more of the Loan Agreement, any other Loan Document or any Other Related Document, or an "Event of Default" under any Swap Agreement (as defined therein) between Borrower and Beneficiary.
- 6.2 **RIGHTS AND REMEDIES.** At any time after Default, Beneficiary and Trustee shall each have each and every one of the following rights and remedies in addition to Beneficiary's rights under the other Loan Documents or under any Swap Agreement between Borrower and Beneficiary:

- (a) With or without notice, to declare all Secured Obligations (other than Swap Agreements) immediately due and payable.
- (b) Pursuant to the terms of a Swap Agreement between Borrower and Beneficiary, terminate such Swap Agreement.
- (c) With or without notice, and without releasing Trustor or Borrower from any Secured Obligation, and without becoming a mortgagee in possession, to cure any breach or Default of Trustor or Borrower and, in connection therewith, to enter upon the Subject Property and do such acts and things as Beneficiary or Trustee deems necessary or desirable to protect the security hereof, including, without limitation: (i) to appear in and defend any action or proceeding purporting to affect the security of this Deed of Trust or the rights or powers of Beneficiary or Trustee under this Deed of Trust; (ii) to pay, purchase, contest or compromise any encumbrance, charge, lien or claim of lien which, in the sole judgment of either Beneficiary or Trustee, is or may be senior in priority to this Deed of Trust, the judgment of Beneficiary or Trustee being conclusive as between the parties hereto; (iii) to obtain insurance and to pay any premiums or charges with respect to insurance required to be carried under this Deed of Trust; or (iv) to employ counsel, accountants, contractors and other appropriate persons.
- (d) To commence and maintain an action or actions in any court of competent jurisdiction to foreclose this instrument as a deed of trust or mortgage or to obtain specific enforcement of the covenants of Trustor hereunder, and Trustor agrees that such covenants shall be specifically enforceable by injunction or any other appropriate equitable remedy and that for the purposes of any suit brought under this subparagraph, Trustor waives the defense of laches and any applicable statute of limitations.
- (e) To the extent this Deed of Trust may encumber more than one property, the Beneficiary at its sole option shall have the right to foreclose any one property or to foreclose en masse. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness to the decree for sale all costs, fees and expenses described in that certain Section hereof entitled Payment of Costs, Expenses and Attorney's Fees which may be paid or incurred by or on behalf of Beneficiary to prosecute such suit, and such other costs and fees including, but not limited to, appraisers' fees, outlays for documentary and expert evidence, stenographers' charges, publication costs, accounting fees, brokerage commissions, costs of whatever nature or kind to protect and avoid impairment of the Subject Property, and other related costs and fees as shall be necessary.
- (f) To apply to a court of competent jurisdiction for and obtain the ex parte appointment of a receiver of the Subject Property as a matter of strict right and without regard to the adequacy of the security for the repayment of the Secured Obligations, the existence of a declaration that the Secured Obligations are immediately due and payable, or the filing of a notice of default, and Trustor hereby consents to ex parte appointment of a receiver and waives notice of any hearing or proceeding for such appointment.
- (g) To enter upon, possess, control, lease, manage and operate the Subject Property or any part thereof, to take and possess all documents, books, records, papers and accounts of Trustor or the then owner of the Subject Property, to make, terminate, enforce or modify leases of the Subject Property upon such terms and conditions as Beneficiary deems proper, to make repairs, alterations

and improvements to the Subject Property as necessary, in Trustee's or Beneficiary's sole judgment, to protect or enhance the security hereof.

- (h) To execute a written notice of such Default and of its election to cause the Subject Property to be sold to satisfy the Secured Obligations. As a condition precedent to any such sale, Trustee shall give and record such notice as the law then requires. When the minimum period of time required by law after such notice has elapsed, Trustee, without notice to or demand upon Trustor except as required by law, shall sell the Subject Property at the time and place of sale fixed by it in the notice of sale, at one or several sales, either as a whole or in separate parcels and in such manner and order, all as Beneficiary in its sole discretion may determine, at public auction to the highest bidder for cash, in lawful money of the United States, payable at time of sale. Neither Trustor nor any other person or entity other than Beneficiary shall have the right to direct the order in which the Subject Property is sold. Subject to requirements and limits imposed by law, Trustee may from time to time postpone sale of all or any portion of the Subject Property by public announcement at such time and place of sale. Trustee shall deliver to the purchaser at such sale a deed conveying the Subject Property or portion thereof so sold, but without any covenant or warranty, express or implied. The recitals in the deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustee, Trustor or Beneficiary may purchase at the sale.
- (i) To resort to and realize upon the security hereunder and any other security now or later held by Beneficiary concurrently or successively and in one or several consolidated or independent judicial actions or lawfully taken non-judicial proceedings, or both, and to apply the proceeds received upon the Secured Obligations all in such order and manner as Beneficiary and Trustee, or either of them, determine in their sole discretion.
- (j) Upon sale of the Subject Property at any foreclosure sale, Beneficiary may credit bid (as determined by Beneficiary in its sole and absolute discretion) all or any portion of the Secured Obligations. In determining such credit bid, to the extent permitted by law, Beneficiary may, but is not obligated to, take into account all or any of the following: (i) appraisals of the Subject Property as such appraisals may be discounted or adjusted by Beneficiary in its sole and absolute underwriting discretion; (ii) expenses and costs incurred by Beneficiary with respect to the Subject Property prior to foreclosure; (iii) expenses and costs which Beneficiary anticipates will be incurred with respect to the Subject Property after foreclosure, but prior to resale, including, without limitation, costs of structural reports and other due diligence, costs to carry the Subject Property prior to resale, costs of resale (e.g. commissions, attorneys' fees, and taxes), costs of any hazardous materials clean-up and monitoring; costs of deferred maintenance, repair, refurbishment and retrofit, costs of defending or settling litigation affecting the Subject Property, and lost opportunity costs (if any), including the time value of money during any anticipated holding period by Beneficiary; (iv) declining trends in real property values generally and with respect to properties similar to the Subject Property; (v) anticipated discounts upon resale of the Subject Property as a distressed or foreclosed property; (vi) the fact of additional collateral (if any), for the Secured Obligations; and (vii) such other factors or matters that Beneficiary (in its sole and absolute discretion) deems appropriate. In regard to the above, Trustor acknowledges and agrees that: (w) Beneficiary is not required to use any or all of the foregoing factors to determine the amount of its credit bid; (x) this Section does not impose upon Beneficiary any additional obligations that are not imposed by law at the time the

credit bid is made; (y) the amount of Beneficiary's credit bid need not have any relation to any loan-to-value ratios specified in the Loan Documents or previously discussed between Trustor and Beneficiary; and (z) Beneficiary's credit bid may be (at Beneficiary's sole and absolute discretion) higher or lower than any appraised value of the Subject Property.

- (k) Upon the completion of any foreclosure of all or a portion of the Subject Property, commence an action to recover any of the Secured Obligations that remains unpaid or unsatisfied.
- (l) Exercise any and all remedies at law, equity, or under the Note, Deed of Trust or other Loan Documents for such Default."

4. **POWERS OF ATTORNEY.** The following is hereby added to the Deed of Trust as Section 7.11:

"7.11 **POWERS OF ATTORNEY.** The powers of attorney granted by Trustor to Beneficiary in this Deed of Trust shall be unaffected by the disability of the principal so long as any portion of the Loan remains unpaid or unperformed or any obligation under or in connection with a Swap Agreement between Borrower and Beneficiary remains unpaid or unperformed. Beneficiary shall have no obligation to exercise any of the foregoing rights and powers in any event. Beneficiary hereby discloses that it may exercise the foregoing powers of attorney for Beneficiary's benefit, and such authority need not be exercised for Borrower's best interest."

5. **COUNTERPARTS.** To facilitate execution, this Memorandum of Eighth Modification Agreement Amending Deed of Trust may be executed in as many counterparts as may be convenient or required. It shall not be necessary that the signature of, or on behalf of, each party, or that the signature of all persons required to bind any party, appear on each counterpart. All counterparts shall collectively constitute a single document. It shall not be necessary in making proof of this Memorandum of Eighth Modification Agreement Amending Deed of Trust to produce or account for more than a single counterpart containing the respective signatures of, or on behalf of, each of the parties hereto. Any signature page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures thereon and thereafter attached to another counterpart identical thereto except having attached to it additional signature pages.

*(Signature pages follow)*

Loan No. 103469

**SIGNATURE PAGE OF LENDER:**

Dated as of: December 3, 2014

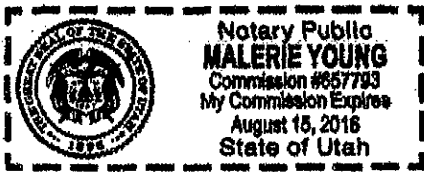
"LENDER"

WELLS FARGO BANK, NATIONAL ASSOCIATION

By: *Michael W. Asay*  
Michael W. Asay, Vice President

STATE OF UTAH )  
 ) ss.  
COUNTY OF SALT LAKE )

The foregoing instrument was acknowledged before me this 16<sup>th</sup> day of December, 2014, by Michael W. Asay, a Vice President of Wells Fargo Bank, National Association.



*Malerie Young*  
NOTARY PUBLIC  
Residing at: *Salt Lake City*

My commission expires: 8/15/16

SIGNATURE PAGE OF TRUSTOR/BORROWER:

Loan No. 103469

Dated as of: December 3, 2014

"TRUSTOR/BORROWER"

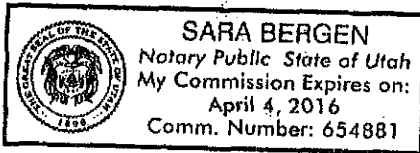
BOYER OGDEN MALL, L.C.,  
a Utah limited liability company

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

By: [Signature]  
Name: Jacob L. Boyer  
Title: manager

STATE OF UTAH )  
COUNTY OF Salt Lake ) ss.

The foregoing instrument was acknowledged before me this 16<sup>th</sup> day of December, 2014, 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.



[Signature]  
NOTARY PUBLIC  
Residing at: Salt Lake

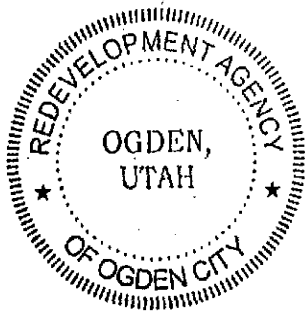
My commission expires: 04-04-16



Loan No. 103469

SIGNATURE PAGE OF NON-BORROWER TRUSTOR:

Dated as of: December 3, 2014



"NON-BORROWER TRUSTOR"

OGDEN CITY REDEVELOPMENT AGENCY,

By: [Signature]  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
ms ATTEST:

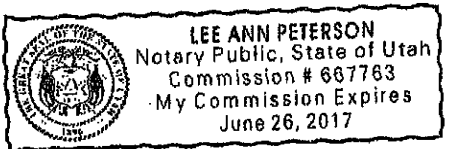
[Signature]  
City Recorder

STATE OF UTAH  
COUNTY OF Weber } ss.

The foregoing instrument was acknowledged before me this 3<sup>rd</sup> day of December, 2014, by Mike Caldwell, Executive Director of Ogden City Redevelopment Agency.

[Signature]  
NOTARY PUBLIC  
Residing at: Weber County

My commission expires: 06-26-2017



Loan No. 103469

**NON-BORROWER TRUSTOR'S CONSENT**

The undersigned ("**Non-Borrower Trustor**") consents to the Memorandum of Eighth Modification Agreement Amending Deed of Trust 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 and Boyer Ogden Mall, L.C., a Utah limited liability company, 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 if Lender forecloses on any real property collateral pledged by Borrower, then 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. 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.

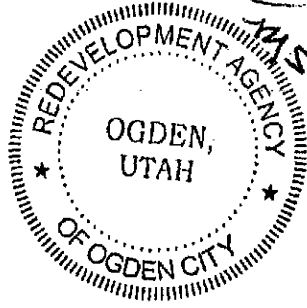
*(Signature page follows)*

Non-Borrower Trustor's Consent

AGREED: Dated as of: December 3, 2014.

Loan No. 103469  
"NON-BORROWER TRUSTOR"

OGDEN CITY REDEVELOPMENT AGENCY



By: [Signature]  
Name:  
Title:

ATTEST:

[Signature]  
City Recorder

Loan No. 103469

**EXHIBIT A - PROPERTY DESCRIPTION**

Exhibit A to Memorandum of Eighth Modification Agreement Amending Deed of Trust dated as of December 3, 2014, between Boyer Ogdën Mall, L.C., a Utah limited liability company, and Ogden City Redevelopment Agency, collectively, 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**

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 23<sup>rd</sup> Street, said point also being the Northwest corner of Lot 11C, Ogden City Entertainment Subdivision-Phase 2 (Amended) Lot 11 2<sup>nd</sup> Amendment; running thence South 88°42'50" East 187.28 feet along said Southerly right of way line of 23<sup>rd</sup> 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.

**AND**

Lots 11D and 11E, OGDEN CITY ENTERTAINMENT SUBDIVISION - PHASE 2 3<sup>RD</sup> 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 - *SPB*
- Tax Parcel No. 01-100-0004 - *SPB*
- Tax Parcel No. 01-104-0001 - *SPB*
- Tax Parcel No. 01-104-0002 - *SPB*
- Tax Parcel No. 01-103-0004 - *SPB*
- Tax Parcel No. 01-103-0005 - *SPB*
- Tax Parcel No. 01-103-0006 - *SPB*
- Tax Parcel No. 01-103-0009 - *SPB*