

When Recorded, Please Return To:

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185 South State Street, Suite 800
Salt Lake City, Utah 84111

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07/18/2013 11:59 AM \$30.00
Book - 10160 Pg - 4529-4538
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
LANDMARK TITLE
BY: TNU, DEPUTY - WI 10 P.

Parcel Nos.: 08-36-376-024; 08-36-376-026; 08-26-376-039

**AMENDMENT TO
MEMORANDUM OF PARKING AGREEMENT
(GATEWAY HOTEL)**

THIS AMENDMENT TO MEMORANDUM OF PARKING AGREEMENT (GATEWAY HOTEL) (this "**Amendment to Memorandum**") is dated effective as of July 17, 2013, by and between GATEWAY ASSOCIATES, LTD., a Utah limited partnership (together with its successors or assigns, the "**Parking Owner**"), GATEWAY OFFICE 6, L.C., a Utah limited liability company (together with its successors or assigns, the "**Office Owner**"), and BOYER GATEWAY HOTEL, L.C., a Utah limited liability company (together with its successors or assigns, the "**Hotel Owner**").

RECITALS:

A. Parking Owner and Hotel Owner executed and delivered a parking agreement entitled "Parking Agreement," dated as of July 22, 2008 (the "**Parking Agreement**"). Capitalized terms used but not otherwise defined herein shall have their meanings set forth in the Parking Agreement.

B. Parking Owner and Hotel Owner also executed a Memorandum of Parking Agreement dated July 22, 2008, which was recorded July 30, 2008 as Entry No. 10488244, in Book 9630, commencing at Page 7294, of the Official Records of the Salt Lake County, Utah Recorder (the "**Original Memorandum**").

C. The Parking Area as described on Exhibit "A" to the Original Memorandum has been subdivided into two (2) parcels, one (1) of the subdivided parcels is owned by Parking Owner (the "**Revised Parking Area**") and the other subdivided parcel is owned by the Office Owner (the "**Office 6 Parcel**"). The legal description of the Revised Parking Area is set forth on Exhibit "A-1" to this Amendment to Parking Agreement, and the legal description of the Office 6 Parcel is set forth on Exhibit "A-2" to this Amendment to Parking Agreement.

D. A portion of the Parcel on which the Parking Area is located was deeded to Salt Lake City Corporation pursuant to two (2) Special Warranty Deeds which are described as follows: (i) a Special Warranty Deed dated April 18, 2013 and recorded April 22, 2013 as Entry No. 11622647 in Book 10129, at Page 5745, of the Official Records; and (ii) a Special Warranty Deed dated April 18, 2013 and recorded April 22, 2013 as Entry No. 11622648 in Book 10129, at Page 5747, of the Official Records.

E. The Parking Owner, the Office Owner and the Hotel Owner have mutually executed and delivered a certain "Amendment to Parking Agreement," dated as of the date hereof (the "Amendment to Parking Agreement").

F. The Parties desire to amend the Original Memorandum to reflect the existence of the Amendment to Parking Agreement and to give record notice of certain rights and restrictions created therein.

G. The legal description of the Hotel Property is attached to this Amendment to Memorandum as "Exhibit B" to facilitate recordation of this Amendment to Memorandum.

BODY OF MEMORANDUM

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties mutually consent and agree as follows:

1. Parking Agreement. The terms of the Parking Agreement as amended by the Amendment to Parking Agreement are hereby incorporated by reference.

2. Parking Rights Limited to Revised Parking Area. The rights of the Hotel Owner to park are limited to the Revised Parking Area. All prior references to "Parking Area" shall now be deemed to refer to the "Revised Parking Area". For avoidance of doubt, the Revised Parking Area does not include the Office 6 Parcel and neither the Hotel Owner nor any Person claiming by, through or under the Hotel Owner has any right to park on the Office 6 Parcel.

3. Number of Parking Stalls. The second "Whereas" clause of the Original Memorandum incorrectly recited that the Hotel Owner has the right to use forty-six (46) parking stalls in the Parking Area. That Recital is corrected to reflect that the Parking Agreement provides that the Hotel Owner has the right to use up to sixty-four (64) parking stalls in the Revised Parking Area on the terms set forth in the Parking Agreement as amended by the Amendment to Parking Agreement.

4. Legal Description of Parking Area. Exhibit "A" to the Original Memorandum is hereby replaced in its entirety with a new Exhibit "A-1" which is attached to this Amendment to Memorandum. All remaining land which previously was part of the Parking Area is hereby released from any burdens or obligations imposed by the Parking Agreement as amended by the Amendment to Parking Agreement, and the Original Memorandum, as amended by this Amendment to Memorandum. For avoidance of doubt, the Office 6 Parcel is no longer part of the Parking Area or the Revised Parking Area.

5. Consent of Office Owner. Office Owner is a party to this Amendment to Memorandum for the purpose of consenting and agreeing to the release of the Office 6 Parcel from the obligations under the Parking Agreement as amended by the Amendment to Parking Agreement. In addition, the Office Owner has the direct right to enforce certain rights and obligations as granted to it under the Amendment to Parking Agreement.

6. Development of Parking Area. The Amendment to Parking Agreement includes provisions that: (a) modify and restrict the rights of the Hotel Owner and its successors under the Parking Agreement in the event office building improvements are constructed on the Revised Parking Area; and (b) permit Office Owner to enforce such restrictions to the parking rights of Hotel Owner.

7. Relationship to Parking Agreement. This Amendment to Memorandum shall not amend or modify the Parking Agreement as amended in any manner whatsoever. All rights, duties and responsibilities of the parties with relation to the subject matter thereof shall be controlled by the Parking Agreement, as amended, and shall be unaffected by this Amendment to Memorandum. This Amendment to Memorandum may be executed in counterparts.

(Signatures and acknowledgments begin on following page)

IN WITNESS WHEREOF, the Parties have executed this Amendment to Memorandum on the date first set forth above.

PARKING OWNER:

GATEWAY ASSOCIATES, LTD., a Utah limited partnership, by its general partner:

BOYER GATEWAY, L.C., a Utah limited liability company, by its Managers:

THE BOYER COMPANY, L.C., a Utah limited liability company

By: [Signature]
Name: Devon Glenn
Its: Manager

GARDNER PROPERTY HOLDINGS, L.C., a Utah limited liability company

By: [Signature]
Name: Christen Gardner
Its: manager

STATE OF UTAH)

COUNTY OF SALT LAKE)

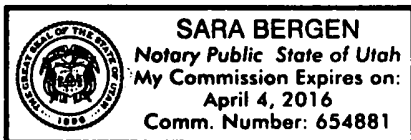
)
: ss.
)

The foregoing instrument was acknowledged before me this 12th day of July, 2013 by Devon Glenn, a Manager of The Boyer Company, L.C., a Utah limited liability company, which is the Manager of Boyer Gateway, L.C., a Utah limited liability company, which is the general partner of Gateway Associates, Ltd., a Utah limited partnership.

In witness whereof I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

My Commission Expires:
April 4, 2016

[Signature]
Notary Public




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

The foregoing instrument was acknowledged before me this 12 day of JULY, 2013, by CHRISTIAN GARDNER, a Manager of GARDNER PROPERTY HOLDINGS, L.C., a Utah limited liability company, which is a Manager of BOYER GATEWAY, L.C., a Utah limited liability company, which is a general partner of GATEWAY ASSOCIATES, LTD., a Utah limited partnership.

In witness whereof I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

My Commission Expires



Notary Public



OFFICE OWNER:

GATEWAY OFFICE 6, L.C., a Utah limited liability company,
by its Manager:

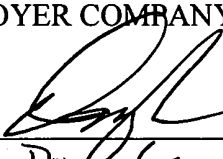
THE BOYER COMPANY, L.C., a Utah limited liability company

By: 
Name: David Guzman
Its: Manager


HOTEL OWNER:

BOYER GATEWAY HOTEL, L.C., a Utah limited liability
company, by its Managers:

THE BOYER COMPANY, L.C., a Utah limited liability company

By: 
Name: David Guzman
Its: Manager

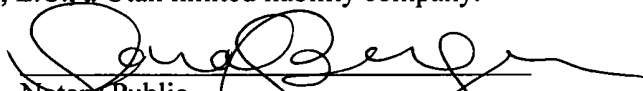
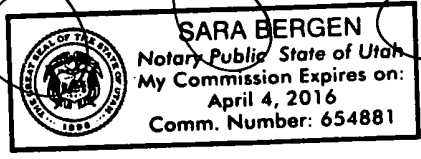
GARDNER PROPERTY HOLDINGS, L.C., a Utah limited
liability company

By: 
Name: Christina Gardner
Its: manager

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

The foregoing instrument was acknowledged before me this 12th day of July, 2013, by Devon Glenn, a Manager of The Boyer Company, L.C., a Utah limited liability company, which is the Manager of Gateway Office 6, L.C., a Utah limited liability company.

My Commission Expires: April 4, 2016

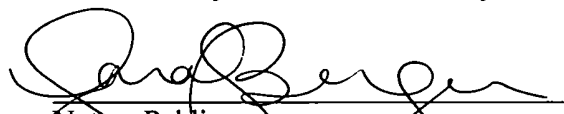
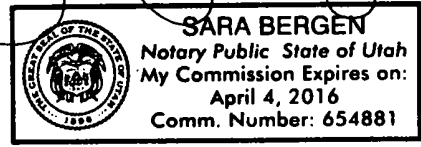

Notary Public


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

The foregoing instrument was acknowledged before me this 12th day of July, 2013, by Devon Glenn, a Manager of The Boyer Company, L.C., a Utah limited liability company, which is the Manager of Boyer Gateway Hotel, L.C., a Utah limited liability company.

In witness whereof I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

My Commission Expires: April 4, 2016

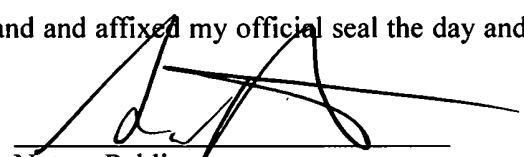

Notary Public


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

The foregoing instrument was acknowledged before me this 12 day of July, 2013, by CHRISTIAN GARDNER, a Manager of GARDNER PROPERTY HOLDINGS, L.C., a Utah limited liability company, which is the Manager of Boyer Gateway Hotel, L.C., a Utah limited liability company.

In witness whereof I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

My Commission Expires


Notary Public

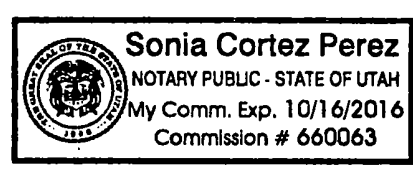


EXHIBIT A-1
TO
AMENDMENT TO MEMORANDUM OF PARKING AGREEMENT

(Legal Description of Parking Area)

A portion of Lots 7A and 7B, **GATEWAY 6 SUBDIVISION AMENDING LOT 7 OF THE BOYER GATEWAY SUBDIVISION**, according to the official plat thereof, filed on December 23, 2008 as Entry No 10584220, in Book "2008P" of Plats, at Page 308 of the Official Records of the Salt Lake County Recorder, as modified by that certain Notice of Minor Routine & Uncontested Lot Line Adjustment Subdivision Approval recorded June 11, 2013 as Entry No. 11660889 in Book 10148 at Page 644 of the Official Records of the Salt Lake County Recorder, being more particularly described as follows:

Beginning at the Southwest corner of Lot 7A of **GATEWAY 6 SUBDIVISION AMENDING LOT 7 OF THE BOYER GATEWAY SUBDIVISION**, as recorded with the office of the Salt Lake County Recorder in Book 2008P at Page 308, and running thence Northerly along the Westerly line of said Lot 7A the following three courses: 1) North 406.25 feet, 2) North 89°59'06" East 12.00 feet, 3) North 80.00 feet to the Northwest corner of said Lot 7A; thence North 89°59'06" East along the Northerly line of said Lot 7A 422.35 feet to the Northeast corner of said Lot 7A; thence Southerly along the Easterly line of said Lot 7A the following two courses: 1) South 00°00'12" West 142.21 feet, 2) South 00°00'44" East 344.00 feet to the Southeast corner of said Lot 7A; thence South 89°58'47" West along the South line of said Lot 7A 57.69 feet to the Southeast corner of Lot 7B of said Subdivision; thence North along the East line of said Lot 7B 140.32 feet to the Northeast corner of said Lot 7B; thence West along the North line of said Lot 7B 252.78 feet; thence South 140.41 feet to a point on the South line of said Subdivision; thence South 89°58'47" West along said South line 123.95 feet to the point of beginning.

LESS AND EXCEPTING THEREFROM (i) the Property conveyed to SALT LAKE CITY CORPORATION, a Utah municipal corporation, in that certain Special Warranty Deed recorded April 22, 2013, as Entry No. 11622647, in Book 10129, at Page 5745 of the Official Records of the Salt Lake County Recorder, and (ii) the Property conveyed to SALT LAKE CITY CORPORATION, a Utah municipal corporation, in that certain Special Warranty Deed recorded April 22, 2013, as Entry No. 11622648, in Book 10129, at Page 5747 of the Official Records of the Salt Lake County Recorder.

FURTHER EXCEPTING THEREFROM the minerals and mineral rights reserved by UNION PACIFIC RAILROAD COMPANY, a Delaware corporation, in that certain Special Warranty Deed recorded December 24, 1998 as Entry No. 7202238, in Book 8208, at Page 2578 of the Official Records of the Salt Lake County Recorder, wherein GATEWAY ASSOCIATES, LTD., a Utah limited partnership, is the Grantee.

Tax Parcel No.: 08-36-376-039

EXHIBIT A-2
TO
AMENDMENT TO MEMORANDUM OF PARKING AGREEMENT

(Legal Description of Office 6 Parcel)

A portion of Lot 7B, **GATEWAY 6 SUBDIVISION AMENDING LOT 7 OF THE BOYER GATEWAY SUBDIVISION**, according to the official plat thereof, filed on December 23, 2008 as Entry No 10584220, in Book "2008P" of Plats, at Page 308 of the Official Records of the Salt Lake County Recorder, as modified by that certain Notice of Minor Routine & Uncontested Lot Line Adjustment Subdivision Approval recorded June 11, 2013 as Entry No. 11660889 in Book 10148 at Page 644 of the Official Records of the Salt Lake County Recorder, being more particularly described as follows:

Beginning at the Southeast corner of Lot 7B of **GATEWAY 6 SUBDIVISION AMENDING LOT 7 OF THE BOYER GATEWAY SUBDIVISION**, as recorded with the office of the Salt Lake County Recorder in Book 2008P at Page 308, and running thence South 89°58'47" West along the South line of said Subdivision 252.78 feet; thence North 140.41 feet to a point on the currently platted North line of said Lot 7B; thence East along said North line 252.78 feet to the Northeast corner of said Lot 7B; thence South along the East line of said Lot 7B 140.32 feet to the point of beginning.

EXCEPTING THEREFROM the minerals and mineral rights reserved by UNION PACIFIC RAILROAD COMPANY, a Delaware corporation, in that certain Special Warranty Deed recorded December 24, 1998 as Entry No. 7202238, in Book 8208, at Page 2578 of the Official Records of the Salt Lake County Recorder, wherein GATEWAY ASSOCIATES, LTD., a Utah limited partnership, is the Grantee.

Tax Parcel No.: 08-36-376-026

EXHIBIT B
TO
AMENDMENT TO MEMORANDUM OF PARKING AGREEMENT

(Legal Description of Hotel Parcel)

A PARCEL OF LAND LOCATED IN THE CITY OF SALT LAKE, SALT LAKE COUNTY, UTAH, WITHIN LOTS 6 AND 7, AND A PORTION OF LOT 8, OF BLOCK 83, PLAT "A", SALT LAKE CITY SURVEY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING at a point on the Northerly line of the Boyer Gateway Subdivision Plat as recorded with the Salt Lake County Recorder's Office in Book 2001P of Plats, at Page 37, said point being South 00°01'25" East 24.26 feet from the Southeast corner of Lot 7, Block 83, Plat "A", Salt Lake City Survey, and running thence South 89°58'47" West along said Northerly line 164.96 feet to the Easterly line of said Boyer Gateway Subdivision Plat; thence North 00°00'44 West along said Easterly line 344.00 feet to the South line of a portion of land dedicated to the off-ramp for North Temple Street overpass by that certain Quitclaim Deed recorded September 19, 1973 as Entry No. 2570352, in Book 3421 at Page 376, of the Official Records of the Salt Lake County Recorder; thence along said South line the following two (2) courses: (1) North 89°58'38" East 133.89 feet (previous deeds of record read North 89°58'50" East 133.96 feet) to the point of curvature, (2) Southeasterly along the arc of a 64.17 foot radius curve to the right through a central angle of 28°53'12", a distance of 32.35 feet (chord bears South 75°38'45" East 32.00 feet), to a point on the Easterly line of Block 83, Plat "A", Salt Lake City Survey; thence South 00°01'25" East along the Easterly line of said Block 83, 336.02 feet to the point of BEGINNING.

EXCEPTING THEREFROM the following described land conveyed to Salt Lake City Corporation pursuant to that certain Special Warranty Deed recorded April 28, 2009 as Entry No. 10685299, in Book 9715, at Page 167 of the Official Records of the Salt Lake County Recorder:

BEGINNING AT A POINT SOUTH 00°01'25" EAST 24.26 FEET FROM THE SOUTHEAST CORNER OF LOT 7, BLOCK 83, PLAT A, SALT LAKE CITY SURVEY, AND RUNNING THENCE NORTH 00°01'25" WEST ALONG THE EASTERLY LINE OF SAID BLOCK 83, 336.02 FEET TO A POINT ON THE ARC OF A 64.17 FOOT NON TANGENT RADIUS CURVE TO THE RIGHT (CENTER BEARS SOUTH 28°51'50" WEST); THENCE SOUTHEASTERLY ALONG THE ARC OF SAID 64.17 FOOT RADIUS CURVE THROUGH A CENTRAL ANGLE OF 61°06'45" A DISTANCE OF 68.44 FEET (CHORD BEARS SOUTH 30°34'47" EAST 65.25 FEET); THENCE SOUTH 00°01'25" EAST 5.36 FEET; THENCE NORTH 89°58'35" EAST 10.83 FEET; THENCE SOUTH 00°01'25" EAST 274.48 FEET; THENCE SOUTH 89°58'44" WEST 44.00 FEET TO THE POINT OF BEGINNING.

Tax Parcel No. 08-36-376-024