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E# 2781956 PG 1 OF 13  
Leann H. Kilts, WEBER COUNTY RECORDER  
09-Mar-16 0951 AM FEE \$41.00 DEP KL  
REC FOR: LANDMARK TITLE COMPANY  
ELECTRONICALLY RECORDED

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

Wells Fargo Bank, National Association  
Commercial Real Estate Banking Group  
P.O. Box 45490  
MAC U1228-063  
Salt Lake City, Utah 84145-0490  
Attention: Jessica Perez

Loan No. 1343OU-3

APN: 01-083-0001; 01-083-0002; 01-083-0003;  
01-083-0004; 01-083-0005; 01-083-0006;  
01-083-0007; 01-083-0008

(Space Above For Recorder's Use)

**THIRD MODIFICATION AGREEMENT AMENDING DEED OF TRUST**

THIS THIRD MODIFICATION AGREEMENT AMENDING DEED OF TRUST ("**Agreement**") is entered into as of March 8, 2016, by and between WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association (collectively with its successors or assigns, "**Lender**"), and BOYER-WASHINGTON BOULEVARD ASSOCIATES NO. 2, LTD., a Utah limited partnership ("**Trustor**"). Lender is the beneficiary hereunder for indexing purposes by the clerk of court. This is not a novation.

**RECITALS**

A. Pursuant to the terms of that certain Loan Agreement by and between Trustor and Lender dated October 17, 2002, as further amended and modified by: (i) that certain Modification Agreement dated May 21, 2004, (ii) that certain Letter Agreement dated August 2, 2004, (iii) that certain Third Modification Agreement dated April 25, 2005, (iv) that certain Fourth Modification Agreement dated May 25, 2007, (v) that certain Fifth Modification Agreement dated April 22, 2008, (vi) that certain Modification Agreement (Secured Swap Contract) dated July 23, 2008 and recorded on September 18, 2008 as Entry No. 2365568 in the official records of Weber County, Utah, (vii) that certain Additional Advance and Consolidation Agreement dated May 25, 2011, (viii) that certain Eighth Modification Agreement dated April 15, 2014, and (ix) that certain Ninth Modification Agreement and Additional Advance and Consolidation Agreement of even date herewith (collectively, and as the same may be amended, modified, supplemented or replaced from time to time, "Loan Agreement"), Lender made a loan to Trustor in the original principal amount of THREE MILLION NINE HUNDRED TWENTY-FOUR THOUSAND FIVE HUNDRED NINETY-FIVE AND NO/100 DOLLARS (\$3,924,595.00) ("**Loan**"). evidenced by that certain Promissory Note Secured by Deed of Trust dated October 17, 2002, executed by Trustor payable to the order of Lender, in the principal amount of the Loan ("**Note**"), as further amended, restated and modified as follows by (i) that certain Amended and Restated Promissory Note Secured by Deed of Trust dated May 25, 2011 in the principal amount of the Loan (as the same may be amended, modified, supplemented or replaced from time to time, "**First Amended Note**"), (ii) that certain Second Amended and Restated Promissory Note Secured by Deed of Trust dated effective as of April 15, 2014, and (iii) that certain Third Amended and Restated Promissory Note of even date herewith (as the same may be amended, modified, supplemented or replaced from time to time,

"Third Amended Note") and is further evidenced and secured by certain other documents described in the Loan Agreement as Loan Documents. Capitalized terms used in this Agreement shall have the meanings attributed to such terms in the Loan Agreement.

- B. The Note is secured by, among other things, that certain a Deed of Trust With Absolute Assignment of Leases and Rents, Security Agreement and Fixture Filing dated October 17, 2002, executed by Trustor, in favor of LEGACY LAND TITLE COMPANY, as Trustee, for the benefit of Lender, as Beneficiary, and recorded on November 7, 2002, as Entry No. 1888073 in Book 2283, beginning on Page 2018 of the county records of Weber County, Utah, as further amended and modified by (i) that certain Additional Advance and Consolidation Agreement (Short Form) dated May 25, 2011 and recorded on May 31, 2011 as Entry No. 2528995 of the county records of Weber County, Utah and (ii) that certain Second Modification Agreement Amending Deed of Trust dated effective as of April 15, 2014 and recorded on May 8, 2014 as Entry No. 2685784 in the official records of Weber County, Utah (collectively, and as the same may be amended, modified, supplemented or replaced from time to time, "Security Instrument") encumbering real property described more particularly therein. The real property which is the subject of the Security Instrument is hereinafter sometimes referred to as the "Property".
- C. Borrower and Lender have entered into that certain Ninth Modification Agreement dated of even date herewith ("Modification Agreement"), wherein provision is made for (a) amendment of the Security Instrument; (b) amendment of certain obligations secured by that Security Instrument, including, without limitation, an additional advance on the Loan in the principal sum of ONE MILLION THREE HUNDRED SIXTY-TWO THOUSAND ONE HUNDRED EIGHTY-FOUR AND NO/100 DOLLARS (\$1,362,184.00) ("Additional Advance"), and/or (c) an amendment of the Security Instrument to encumber certain additional property owned or to be owned by Trustor, which additional property is more particularly described on Exhibit B hereto ("Additional Property"). The Additional Advance is evidenced by the Third Amended Note in the principal amount of FOUR MILLION THREE HUNDRED TWENTY THOUSAND SIX HUNDRED EIGHTY-FOUR AND NO/100 DOLLARS (\$4,320,684.00) ("Aggregate Loan"). Any reference to the Note hereinafter shall mean the Third Amended Note.
- D. The legal description of the property encumbered by the Security Instrument following the inclusion of the Additional Property is set forth on Exhibit C attached hereto ("Amended and Restated Legal Description of the Real Property").
- E. All exhibits, schedules or other items attached hereto are incorporated herein by such attachment for all purposes.

NOW, THEREFORE, Trustor and Lender agree as follows:

1. **REPRESENTATIONS AND WARRANTIES.** Trustor represents and warrants, as of the effective date above, that:
- 1.1 **FORMATION AND ORGANIZATIONAL DOCUMENTS.** Borrower has previously delivered to Lender all of the relevant formation and organizational documents of Borrower, the partners, members, managers or joint venturers of Borrower (if any), and all guarantors of the Loan (if any) and all such formation documents remain in full force and effect and have not been amended or modified since they were delivered to Lender. Borrower hereby certifies that: (i) the above documents are all of the relevant formation and organizational documents of Borrower; (ii) they remain in full force and effect; and (iii) they have not been amended or modified since they were previously delivered to Lender.
- 1.2 **FULL FORCE AND EFFECT.** The Note and other Loan Documents, as amended hereby, are in full force and effect without any defense, counterclaim, right or claim of set-off; all necessary action to authorize the execution and delivery of this Agreement has

been taken; and this Agreement is a modification of an existing obligation and is not a novation.

- 1.3 **NO DEFAULT.** No Default (as defined in the any of the Loan Documents or any of the Other Related Documents), breach or failure of condition has occurred, or would exist with notice or the lapse of time or both, under the Security Instrument any of the Loan Documents (as modified by this Agreement) or any of the Other Related Documents and that all representations and warranties herein and in the other Loan Documents are true and correct, and shall survive execution and recordation of this Agreement.
- 1.4 **TITLE TO THE PROPERTY.** Since the recordation date of the Security Instrument (stated above), Borrower has not further encumbered the Property, including, without limitation, by entering into any deed of trust, deed to secure debt or mortgage, ground lease, and/or any option to purchase or right of first refusal with respect to the Property.
- 1.5 **INTERVENING LIENS.** The lien of the Security Instrument is a first lien on the property described therein and covered thereby and that this Agreement will not cause intervening liens to become prior to the lien of the Security Instrument. If any intervening lien exists or hereafter arises, Trustor shall cause the same to be released or subordinated to the lien of the Security Instrument, without limiting any other right or remedy available to Lender. Trustor has no legal or equitable claim against any mortgagor, trustor or grantor named in the Security Instrument which would be prior to the lien of the Security Instrument, or which would entitle Trustor to a judgment entitling Trustor to an equitable lien on all or any portion of that property prior in lien to the Security Instrument.
2. **NOTICE OF AMENDMENT; AMENDMENT SECURITY INSTRUMENT.** Notice is hereby given that the Loan Agreement, Third Amended Note, Security Instrument and other Loan Documents have been amended and modified pursuant to the Modification Agreement. The Security Instrument is hereby modified and amended to the extent necessary to be consistent with the Modification Agreement.
3. **ADDITIONAL ADVANCE.** The Third Amended Note is secured by the Security Instrument, a provision of which contemplates that the Security Instrument will provide security for the Additional Advance.
4. **CONSOLIDATION.** The indebtedness evidenced by the Third Amended Note constitutes a single indebtedness of Borrower to Lender in the aggregate principal amount of the Aggregate Loan. The Aggregate Loan shall be secured by the Security Instrument, and the other Loan Documents which recite they are security instruments.
5. **MODIFICATION OF LOAN DOCUMENTS.** The Security Instrument and the other Loan Documents have been supplemented and modified to incorporate the following, which shall supersede and prevail over any conflicting provisions of the Loan Documents:
  - 5.1 **Extension of Maturity Date.** The Security Instrument is hereby modified and amended to the extent necessary to reflect that the Loan and the Loan Documents, pursuant to the Modification Agreement, have been modified and amended to extend the maturity date of the Loan to February 15, 2020.
  - 5.2 **Property Definition.** The term "Subject Property", as used in the Security Instrument, is amended to include the Additional Property.
  - 5.3 **Legal Description.** The legal description of the Property attached as **Exhibit A** to the Security Instrument is hereby amended and restated as the Amended and Restated Legal Description of Real Property attached hereto as **Exhibit C**, which includes both the Property and the Additional Property. Accordingly, the parties hereby agree that all

references in the Security Instrument to the Property shall refer to the real property described in **Exhibit C** to this Agreement, including the Property and the Additional Property, and associated improvements, buildings and related rights on and to the lots referenced in the Amended and Restated Legal Description of the Real Property.

5.4 **Additional Property.** With respect to the Additional Property, Trustor agrees as follows:

FOR GOOD AND VALUABLE CONSIDERATION, including the indebtedness herein recited and the trust herein created, the receipt of which is hereby acknowledged, in order to secure the prompt payment and performance of the Secured Obligations, Trustor hereby irrevocably and unconditionally grants, transfers, conveys and assigns to Trustee, in trust, with power of sale, and with right of entry and possession, all estate, right, title and interest which Trustor now has or may later acquire in and to the Additional Property;

TOGETHER WITH all right, title and interest of Trustor in any and all buildings and other improvements now or hereafter erected on the Subject Property including, without limitation, fixtures, attachments, appliances, equipment, machinery, and other personal property attached to such buildings and other improvements (the "**Additional Property Improvements**"), all of which shall be deemed and construed to be a part of the real property;

TOGETHER WITH all right, title and interest of Trustor in all rents, issues, profits, damages, royalties, income and other benefits now or hereafter derived from the Additional Property and the Additional Property Improvements (collectively the "**Additional Property Rents**"), subject to the terms and provisions of the Security Instrument with respect to all leases and subleases of the Additional Property and the Additional Property Improvements now or hereafter existing or entered into, or portions thereof, granted by Trustor, and further subject to the right, power and authority hereinafter given to Trustor to collect and apply such Additional Property Rents;

TOGETHER WITH all interests, estates or other claims, both in law and in equity, which Trustor now has or may hereafter acquire in the Additional Property and the Additional Property Improvements;

TOGETHER WITH all right, title and interest of Trustor in all easements, rights-of-way and other rights now owned or hereafter acquired by Trustor used in connection with the Additional Property and the Additional Property Improvements or as a means of access thereto (including, without limitation, all rights pursuant to any trackage agreement and all rights to the nonexclusive use of common drive entries, and all tenements, hereditaments and appurtenances thereof and thereto) and all water and water rights and shares of stock evidencing the same;

TOGETHER WITH all leasehold estate, right, title and interest of Trustor in and to all leases or subleases covering the Additional Property and the Additional Property Improvements or any portion thereof now or hereafter existing or entered into, and all right, title and interest of Trustor thereunder including, without limitation, all rights of Trustor against guarantors thereof, all cash or security deposits, advance rentals, and deposits or payments of similar nature (collectively, the "**Additional Property Leases**");

TOGETHER WITH all right, title and interest of Trustor now owned or hereafter acquired by Trustor in and to any greater estate in the Additional Property and the Additional Property Improvements;

TOGETHER WITH all right, title and interest of Trustor now owned or hereafter acquired by Trustor in all licenses, permits, approvals or other authorizations (federal,

state and local) used or useful in connection with or in any way relating to the Additional Property and the Additional Property Improvements;

TOGETHER WITH all right, title, and interest of Trustor in (i) the property and interests in property described as personal property in the Security Instrument, (ii) all other personal property now or hereafter owned by Trustor that is now or hereafter located on or used in connection with the Additional Property and the Additional Property Improvements, (iii) all other rights and interests of Trustor now or hereafter held in personal property that is now or hereafter located on or used in connection with the Additional Property and the Additional Property Improvements, (iv) all personal property and rights and interests in personal property of similar type or kind hereafter acquired by Trustor, (v) all present and future right, title and interest of Trustor in and to all inventory, equipment, fixtures and other goods, as those terms are defined in Article 9 of the Uniform Commercial Code as enacted in the State of Utah, and whether existing now or in the future located at, upon or about, or affixed or attached to or installed in, the Additional Property, or used or to be used in connection with or otherwise relating to the Additional Property or the ownership, use, development, construction, maintenance, management, operation, marketing, leasing or occupancy of the Additional Property, including furniture, furnishings, machinery, appliances, building materials and supplies, generators, boilers, furnaces, water tanks, heating, ventilating and air conditioning equipment and all other types of tangible personal property of any kind or nature, and all accessories, additions, attachments, parts, proceeds, products, repairs, replacements and substitutions of or to any of such property, and (vi) all proceeds thereof (such personal property and proceeds are referred to herein collectively as the "**Additional Personal Property**");

TOGETHER WITH all right, title and interest of Trustor, now owned or hereafter acquired, in and to any land lying within the right-of-way of any street, open or proposed, adjoining the Additional Property, and any and all sidewalks, alleys and strips and gores of land adjacent to or used in connection with the Additional Property;

TOGETHER WITH all right, title and interest of Trustor in all of the estate, interest, right, title, other claim or demand, both in law and in equity (including, without limitation, claims or demands with respect to the proceeds of insurance in effect with respect thereto) that Trustor now has or may hereafter acquire in the Additional Property, the Additional Property Improvements, the Additional Personal Property, or any other part of the Collateral (as defined in the Security Instrument), and any and all awards made for the taking by eminent domain, or by any proceeding or purchase in lieu thereof, of the whole or any part of the Collateral (including, without limitation, any awards resulting from a change of grade of streets and awards for severance damages);

TOGETHER WITH all right, title and interest of Trustor in all accessions to, substitutions for, replacements, products and proceeds of any of the foregoing, including, without limitation, the conversion, voluntary or involuntary, into cash or liquidated claims, of any of the foregoing.

5.5 **Additional Property Security Interest** Trustor hereby grants and assigns to Lender, a security interest in and to all the Additional Personal Property to secure payment and performance of the Secured Obligations, and this Agreement constitutes and shall be deemed to be a "security agreement" for all purposes of the Uniform Commercial Code as enacted in the State of Utah and Lender shall be entitled to all the rights and remedies of a "secured party" under the Uniform Commercial Code as enacted in the State of Utah or other applicable law. Upon its recording in the real property records, this Agreement shall be effective as a financing statement filed as a fixture filing. In addition, a carbon, photographic or other reproduced copy of this Agreement and/or any financing statement relating hereto shall be sufficient for filing and/or recording as a financing statement. The

filing of any other financing statement relating to any personal property, rights or interests described herein shall not be construed to diminish any right or priority hereunder. The name and address of the "debtor" and the "secured party" are set forth in the Security Instrument.

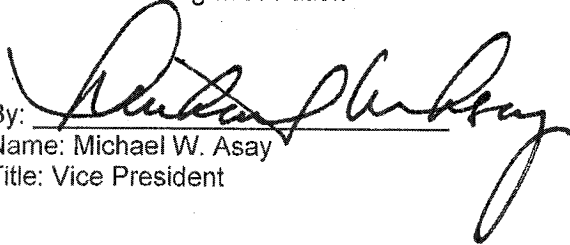
- 5.6 **Security Instruments.** The Security Instrument and other Loan Documents which recite they are security instruments shall secure, in addition to any other obligations secured thereby, the payment and performance by Borrower of all obligations under: (a) the Third Amended Note in the amount of the Aggregate Loan together with interest and other charges thereon and any and all amendments, modifications, extensions and renewals thereof, whether or not any such amendment, modification, extension or renewal is evidenced by a new or additional promissory note or notes; and (b) the Modification Agreement, as amended, modified, extended or renewed in writing by Borrower and Lender, as well as any related documents required by Lender in connection with the issuance of the same.
6. **NOT A NOVATION.** The parties each agree and acknowledge that the modifications set forth herein are not intended to be a novation or to constitute or evidence a new loan but rather a continuation of the existing Loan and the lien and charge of the Security Instrument against the Property and all assets and properties described in the Security Instrument shall continue unabrogated and in full force and effect.
7. **RATIFICATION OF DEED OF TRUST.** As amended by this Agreement, the Security Instrument is ratified and confirmed and continues in full force and effect and contains the entire understanding and agreement of the parties in respect of the Security Instrument and supersedes all prior representations, warranties, agreements and understandings. The Security Instrument as modified herein shall be binding upon and inure to the benefit of Trustor and Lender, and their respective successors and assigns. No provision of this Agreement may be changed, discharged, supplemented, terminated or waived except in a writing signed by Lender.
8. **RELEASE AND DISCHARGE.** Trustor fully, finally, and forever releases and discharges Lender, and its respective successors, assigns, directors, officers, employees, agents, and representatives from any and all actions, causes of action, claims, debts, demands, liabilities, obligations, and suits, of whatever kind or nature, in law or equity, that Trustor has or in the future may have, whether known or unknown, (i) in respect of the Loan, the Loan Documents, or the actions or omissions of Lender in respect of the Loan or the Loan Documents, and (ii) arising from events occurring prior to the date of this Agreement.
9. **MISCELLANEOUS.** Except for the amendments above stated, all of the conditions and covenants of the Security Instrument shall remain in full force effect, unchanged, and the Security Instrument is in all respects ratified, confirmed and approved. All of the terms and conditions of the Security Instrument are incorporated herein by reference.
10. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument. Signature pages may be removed from separate counterparts to form a single document.
11. **CHOICE OF LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Utah, without giving effect to conflicts of law principles.
12. **BINDING EFFECT.** The Security Instrument as modified herein shall be binding upon and inure to the benefit of, Trustor and Lender and their respective successors and assigns.

Except as modified herein, all of the terms and provisions of the Security Instrument shall remain in full force and effect and are hereby ratified and confirmed.

IN WITNESS WHEREOF, Trustor and Lender have caused this document to be duly executed effective as of the date first written above.

LENDER"

**WELLS FARGO BANK, NATIONAL ASSOCIATION**  
a national banking association

By:   
Name: Michael W. Asay  
Title: Vice President

"TRUSTOR"

**BOYER-WASHINGTON BOULEVARD ASSOCIATES NO 2, LTD.**  
a Utah limited partnership

By: THE BOYER COMPANY, L.C.  
a Utah limited liability company  
its General Partner

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Manager

By: GARDNER PROPERTY HOLDINGS, L.C.  
a Utah limited liability company  
its General Partner

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Manager

[ACKNOWLEDGEMENTS APPEAR ON THE NEXT PAGE.]

IN WITNESS WHEREOF, Trustor and Lender have caused this document to be duly executed effective as of the date first written above.

LENDER"

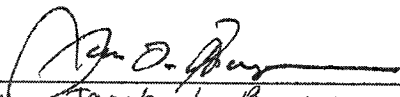
**WELLS FARGO BANK, NATIONAL ASSOCIATION**  
a national banking association

By: \_\_\_\_\_  
Name: Michael W. Asay  
Title: Vice President

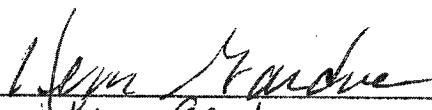
"TRUSTOR"

**BOYER-WASHINGTON BOULEVARD ASSOCIATES NO 2, LTD.**  
a Utah limited partnership

By: THE BOYER COMPANY, L.C.  
a Utah limited liability company  
its General Partner

By:   
Name: Jacob L. Boyer  
Title: Manager

By: GARDNER PROPERTY HOLDINGS, L.C.  
a Utah limited liability company  
its General Partner

By:   
Name: Ken Gardner  
Title: Manager

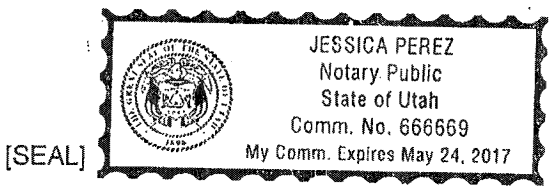
[ACKNOWLEDGEMENTS APPEAR ON THE NEXT PAGE.]



STATE OF UTAH )  
ss.

COUNTY OF Salt Lake )

The foregoing instrument was acknowledged before me this 7<sup>th</sup> day of March, 2016, by Michael W. Asay, a Vice President of **WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association, on behalf of such association.



Jessica Perez  
NOTARY PUBLIC

STATE OF UTAH )  
ss.

COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of March, 2016, by \_\_\_\_\_, a Manager of THE BOYER COMPANY, L.C., a Utah limited liability company, a General Partner of **BOYER-WASHINGTON BOULEVARD ASSOCIATES NO. 2, LTD.**, a Utah limited partnership on behalf of such limited partnership.

\_\_\_\_\_  
NOTARY PUBLIC

[SEAL]

STATE OF UTAH )  
ss.

COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of March, 2016, by \_\_\_\_\_, a Manager of GARDNER PROPERTY HOLDINGS, L.C., a Utah limited liability company, a General Partner of **BOYER-WASHINGTON BOULEVARD ASSOCIATES NO. 2, LTD.**, a Utah limited partnership on behalf of such limited partnership.

\_\_\_\_\_  
NOTARY PUBLIC

[SEAL]



**EXHIBIT A - DESCRIPTION OF PROPERTY**

Exhibit A to Third Modification Agreement Amending Deed of Trust between Boyer—Washington Boulevard Associates No., 2, Ltd., a Utah limited partnership, as Trustor, and Wells Fargo Bank, National Association (collectively with its successors or assigns, "**Lender**") entered into as of March 8, 2016.

All that certain real property located in Weber County, Utah described as follows:

Unit Nos. 102, 201, 301, 501, 502 and 601 contained within the Ogden City Centre Condominium Project, as the same is identified in the Record of Survey Map recorded in Weber County, Utah, as Entry No. 1206747 (as said Record of Survey Map may have heretofore been amended or supplemented) and in the Declaration of Condominium of the Ogden City Centre Condominium Project recorded in Weber County, Utah as Entry No. 1206749 in Book 1649 at page 371 (as said Declaration may have heretofore been amended or supplemented).

TOGETHER WITH the undivided ownership interest in said Project's Common Areas and Facilities that is appurtenant to said Units as more particularly described in said Declaration.

APN: 01-083-0002, 01-083-0003, 01-083-0004, 01-083-0007, 01-083-0006 and 01-083-0008

**EXHIBIT B - DESCRIPTION OF ADDITIONAL PROPERTY**

Exhibit B to Third Modification Agreement Amending Deed of Trust between Boyer—Washington Boulevard Associates No., 2, Ltd., a Utah limited partnership, as Trustor, and Wells Fargo Bank, National Association (collectively with its successors or assigns, "**Lender**") entered into as of March 8, 2016.

All that certain real property located in Weber County, Utah described as follows:

Unit Nos. 101 and 401 contained within the Ogden City Centre Condominium Project, as the same is identified in the Record of Survey Map recorded in Weber County, Utah, as Entry No. 1206747 (as said Record of Survey Map may have heretofore been amended or supplemented) and in the Declaration of Condominium of the Ogden City Centre Condominium Project recorded in Weber County, Utah as Entry No. 1206749 in Book 1649 at page 371 (as said Declaration may have heretofore been amended or supplemented).

**TOGETHER WITH** the appurtenant interest in said Project's Common Areas and Facilities provided for and described in said Declaration (as said Declaration may have heretofore been amended or supplemented).

**EXHIBIT C – AMENDED AND RESTATED DESCRIPTION OF REAL PROPERTY**

Exhibit B to Third Modification Agreement Amending Deed of Trust between Boyer—Washington Boulevard Associates No., 2, Ltd., a Utah limited partnership, as Trustor, and Wells Fargo Bank, National Association (collectively with its successors or assigns, "Lender") entered into as of March 8, 2016.

All that certain real property located in Weber County, Utah described as follows:

Unit Nos. 101, 102, 201, 301, 401, 501, 502 and 601 contained within the Ogden City Centre Condominium Project, as the same is identified in the Record of Survey Map recorded in Weber County, Utah, as Entry No. 1206747 (as said Record of Survey Map may have heretofore been amended or supplemented) and in the Declaration of Condominium of the Ogden City Centre Condominium Project recorded in Weber County, Utah as Entry No. 1206749 in Book 1649 at page 371 (as said Declaration may have heretofore been amended or supplemented).

TOGETHER WITH the appurtenant interest in said Project's Common Areas and Facilities provided for and described in said Declaration (as said Declaration may have heretofore been amended or supplemented).

[For reference only: Tax Parcel Nos. 01-083-0001, 01-083-0002, 01-083-0003, 01-083-0004, 01-083-0005, 01-083-0006, 01-083-0007, and 01-083-0008]