



AMENDMENT OF DECLARATION OF CROSS-EASEMENTS
OGDEN CITY PLAZA
(OGDEN, UTAH)

This AMENDMENT OF DECLARATION OF CROSS-EASEMENTS (the "Amendment") is made and entered into this 22nd day of April, 2005 by Ogden City Plaza Investors, Ltd., a Utah Limited Partnership ("OCP"), and Ogden Pad, LLC, a Utah limited liability company ("Ogden Pad").

WHEREAS, a Declaration of Cross-Easements was recorded July 29, 1997 as Entry # 1484462 in Book 1873 at Page 1314 of the official records of the Weber County Recorder (the "Declaration"), and all capitalized terms used herein without definition shall have the meaning assigned in the Declaration; and

WHEREAS, all of the land governed by the Declaration is now owned by OCP and Ogden Pad, and is more particularly described on Exhibit A attached hereto and incorporated by this reference; and

WHEREAS OCP and Ogden Pad now desire to amend the Declaration as set forth below.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. Amendment. The Declaration is hereby amended as follows:

1.1 Section 1.02 of the Declaration is hereby amended to redefine Common Areas by deleting the existing definition in its entirety and replacing it with the following definition:

1.02 Common Areas. The term "Common Areas" shall mean and include all parts of the Entire Project which are from time to time devoted primarily to approaches, exits, entrances, sidewalks, exterior landscaping, incidental and interior roadways, service roads and other similar areas and the common lighting and drainage facilities. The Common Areas may be altered from time to time by the Owner of the Parcel on which such Common Areas are located, provided that any such alteration is consistent with this Declaration. Notwithstanding this definition, the term "Common Areas", as it relates solely to the Plaza Parcel, shall continue to include parking situated within the Plaza Parcel for the benefit of the owners, tenants, invitees and employees of the Plaza Parcel. Nothing in this definition or in the Declaration shall or is intended to grant any parking right within the Plaza Parcel to the general public or the owners, tenants, invitees or employees of the Pad Parcel.

1.2 Section 2.01.5 of the Declaration is hereby amended by deleting Section 2.01.5 in its entirety.

1.3 The Declaration is further amended to delete in each place referenced therein each and every other right to park on the Plaza Parcel which is set forth therein for the benefit of the Pad Parcel.

1.4 The Declaration is further amended to add a new Section 4.05 as follows:

4.05 Charges for Ingress and Egress. The Owner of the Pad Parcel hereby agrees to pay its pro-rata share of all Common Area expenses relating to ingress and egress between the Pad Parcel and the Plaza Parcel, including without limitation the expenses of lighting, asphalt repair and snow removal on the roadways. That pro-rata share shall be calculated by dividing the area of the buildings on the Pad Parcel by the area of the buildings on the Plaza Parcel, and multiplying the result by a fraction, the numerator of which is the area of the Plaza Parcel (less the area of the buildings, parking spaces and landscaping on that parcel) and the denominator of which is the total area of the Plaza Parcel. Each such payment shall be made within thirty (30) days of receipt of an invoice from the owner or agent of the Plaza Parcel.

2. Ratification. The Declaration shall remain in full force and effect, except as modified by this Amendment. In the event there is a conflict between the provisions of this Amendment and the provisions of the Declaration, the provisions of this Amendment shall control.

3. Miscellaneous.

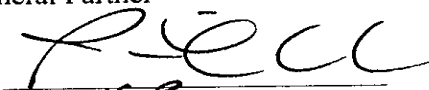
3.1 Governing Law. This Amendment affects real property situated in the State of Utah and the law of the State of Utah shall govern its interpretation, construction, and enforcement.

3.2 Severability and Integration. Inapplicability or unenforceability of any provision of this Amendment shall not limit or impair the operation or validity of any other provision of this Amendment. This Amendment constitutes the entire agreement with respect to the subject matter hereof and no further modification or waiver shall be effective unless in writing and signed by all owners of land affected by such modification.

Dated as of the date first set forth above.

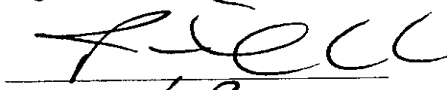
OGDEN CITY PLAZA INVESTORS, LTD.,
a Utah limited liability partnership

By: Ogden City Plaza Properties, Inc.,
Its: General Partner

By: 
Its: V.P.

OGDEN PAD, LLC,
a Utah limited liability company

By: VECTRA MANAGEMENT GROUP, INC.,
Its: Manager

By: 
Its: V.P.

STATE OF NEW YORK)
 : ss.
COUNTY OF NEW YORK)

On this 22nd day of April, 2005, personally appeared before me Raju L. Shah, personally known to me or proved to me on the basis of satisfactory evidence, and who, being by me duly sworn, did say that he is the Vice President of Ogden City Plaza Properties, Inc., and that said document was signed by him in behalf of said corporation by authority of its bylaws, and said Raju L. Shah acknowledged to me that said corporation executed the same.

ALVIN S. PUENTEVELLA
Notary Public, State of New York
No. 01PU5057779
Qualified in New York County
Commission Expires March 25, 2006



NOTARY PUBLIC

STATE OF NEW YORK)
 : ss.
COUNTY OF NEW YORK)

On this 22nd day of April, 2005, personally appeared before me Raju L. Shah, personally known to me or proved to me on the basis of satisfactory evidence, and who, being by me duly sworn, did say that he is the Vice President of Vectra Management Group, Inc., and that said document was signed by her in behalf of said corporation by authority of its bylaws, and said Raju L. Shah acknowledged to me that said corporation executed the same.

ALVIN S. PUENTEVELLA
Notary Public, State of New York
No. 01PU5057779
Qualified in New York County
Commission Expires March 25, 2006



NOTARY PUBLIC

EXHIBIT A

Legal Description

All of the Block 38, Plat A, Ogden City Survey, in Ogden City, Weber County, Utah, according to the Official Plat thereof; excepting therefrom a part of Lots 9 and 10 of said Block 38, Plat A, Ogden City Survey, described as follows:

Beginning at the Northeast corner of said Lot 10, said point of beginning also being 89°02' West 49.50 feet and South 0°58' West 49.50 feet from the Ogden City Survey Monument at the intersection of the centerline of 22nd Street and Grant Avenue in Ogden, City, Weber County, Utah; and running thence south 0°58' West 298.00 feet to a point; thence North 89°02' West 33.00 feet to a point; thence North 44°02' West 26.87 feet to a point; thence North 89°02' West 140.00 feet to a point; thence North 0°58' East 279.00 feet to a point; thence South 89°02' East 192.00 feet to the point of beginning.

PK 01-032-0058 ✓