

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

Wells Fargo Bank, National Association
PO Box 45490
MAC U1228-063
Salt Lake City, UT 84145-0490
Attn: Jessica Perez
Loan Nos. 105820 and 1005847

(Space Above For Recorder's Use)

NINTH MODIFICATION AGREEMENT AMENDING DEED OF TRUST

THIS NINTH MODIFICATION AGREEMENT AMENDING DEED OF TRUST ("**Agreement**") is executed to be effective as of March 25, 2015, by and between WELLS FARGO BANK, NATIONAL ASSOCIATION (collectively with its successors or assigns, "**Lender**"), and BOYER HEBER CITY, L.C., a Utah limited liability company ("**Original Trustor**"), and HEBER GATEWAY OFFICE 1, L.C., a Utah limited liability company ("**Heber Gateway**", and together with Original Trustor, individually and collectively, "**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 Amended and Restated Building Loan Agreement by and between Original Trustor and Lender dated March 28, 2012, as further amended and modified as follows: (i) that certain First Modification Agreement dated September 26, 2012, (ii) that certain Second Modification and Additional Advance and Consolidation Agreement dated February 4, 2013 ("**Second Modification**"), (iii) that certain Third Modification Agreement dated December 17, 2013, and (iv) that certain Fourth Modification Agreement of even date herewith by and between Trustor, as "**Borrower**", and Lender (collectively, and as the same may be amended, modified, supplemented or replaced from time to time, "**Loan Agreement**"), Lender made the following loans to Borrower (collectively, the "**Loans**"): (i) a loan in the principal amount of Ten Million One Hundred Ninety-Five Thousand Four Hundred and No/100ths Dollars (\$10,195,400.00) (Loan No. 105820) ("**Acquisition Loan**"), and (ii) a loan in the principal amount of Five Million Four Hundred Seventy-Five Thousand and No/100ths Dollars (\$5,475,000.00), which amount was increased pursuant to the Second Modification to Seven Million Eight Hundred Thousand and No/100ths Dollars (\$7,800,000.00) (Loan No. 1005847) ("**Retail Loan**").
- B.** The Acquisition Loan is evidenced by that certain Fifth Amended and Restated Promissory Note Secured by Deed of Trust dated as of December 17, 2013, executed by Borrower payable to the order of Lender, in the principal amount of the Acquisition Loan (as the same may be amended, modified, supplemented or replaced from time to time, "**Acquisition Note**").
- C.** The Retail Loan is evidenced by that certain Second Amended and Restated Promissory Note Secured by Deed of Trust dated as of December 17, 2013, executed by Borrower payable to the order of Lender, in the principal amount of the Retail Loan (as the same may be amended, modified, supplemented or replaced from time to time, "**Retail Note**", and collectively with the Acquisition Note, "**Notes**").

UT-MODIFICATION AMENDING SECURITY INSTRUMENT (RECORDABLE)

LOAN NO. 105820 AND LOAN NO. 1005847

- D. The Loans are secured by, among other things, that certain Deed of Trust with Absolute Assignment of Leases and Rents, Security Agreement and Fixture Filing, dated as of March 28, 2008, executed by Original Trustor and Boyer Heber Land, L.C., a Utah limited liability company, as Trustor, to Landmark Title Company, as Trustee, for the benefit of Lender, as Beneficiary, recorded on April 4, 2008, as Entry No. 334157 in Book 963 at Page 2397 in the Official Records of Wasatch County, Utah, as amended and modified by (i) that certain Modification Agreement Amending Deed of Trust with Absolute Assignment of Leases and Rents, Security Agreement and Fixture Filing, dated as of August 19, 2008 and recorded on August 27, 2008 as Entry No. 339554 in Book 973 at Page 748, (ii) that certain Additional Advance and Consolidation Agreement and Addendum to Deed of Trust (Short Form), dated as of December 10, 2008, and recorded December 12, 2008 as Entry No. 342843 in Book 979 at Page 308; (iii) that certain Memorandum of Twelfth Modification Agreement Amending Deed of Trust dated as of June 21, 2010 and recorded September 2, 2010 as Entry No. 362250 in Book 1020 at Page 1317; (iv) that certain Memorandum of Thirteenth Modification Agreement Amending Deed of Trust, dated as of September 28, 2010 and recorded on November 9, 2010, as Entry No. 364311 in Book 1025 at Page 29, (v) that certain Fifth Modification Agreement Amending Deed of Trust dated as of March 28, 2012, and recorded on March 30, 2012 as Entry No. 377578 in Book 1052 at Page 1428; (vi) that certain Memorandum of First Modification Agreement Amending Deed of Trust dated as of September 26, 2012 and recorded on September 28, 2012 as Entry No. 382726 at Book 1064 at Page 1212; (vii) that certain Memorandum of Second Modification Agreement dated as of February 4, 2013 and recorded on February 14, 2013 as Entry No. 386848 at Book 1074 at Page 977; and (viii) that certain Eighth Modification Agreement Amending Deed of Trust dated as of December 17, 2013 and recorded December 31, 2013 as Entry No. 397319 at Book 1097 at Page 835 (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**".
- E. Borrower and Lender have entered into that certain Fourth Modification Agreement of even date herewith ("**Modification Agreement**"), wherein provision is made for (a) amendment of the Security Instrument; and/or (b) amendment of certain obligations secured by that Security Instrument.
- F. 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. **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:
 - 1.1 **Description of Property.** The description of the Property attached to the Security Instrument as Exhibit A is hereby deleted in its entirety and the description attached hereto as Exhibit A is substituted therefor.
 - 1.2 **Granting Clause.** To the extent Exhibit A attached hereto contains additional real property owned by Trustor that was not included in Exhibit A to the Security Instrument, the granting clause in Section 1.1 of the Security Instrument is hereby amended to become applicable to such real property owned by Trustor, and such real property shall be deemed to be the Property for all purposes of the Security Instrument.

UT-MODIFICATION AMENDING SECURITY INSTRUMENT (RECORDABLE)

LOAN NO. 105820 AND LOAN NO. 1005847

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 as of the date first above written.

[Signature Pages Follow]

UT-MODIFICATION AMENDING SECURITY INSTRUMENT (RECORDABLE)

LOAN NO. 105820 AND LOAN NO. 1005847

"TRUSTOR"

BOYER HEBER CITY, L.C.,
a Utah limited liability company

By: THE BOYER COMPANY, L.C.,
a Utah limited liability company
Its Manager

By: [Signature]
Jacob L. Boyer, Manager

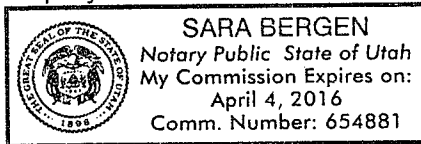
HEBER GATEWAY OFFICE 1, L.C.,
a Utah limited liability company

By: THE BOYER COMPANY, L.C.,
a Utah limited liability company
Its Manager

By: [Signature]
Jacob L. Boyer, Manager

STATE OF UTAH)
) :ss
COUNTY OF Salt Lake)

The foregoing instrument was acknowledged before me this 25th day of March, 2015, by Jacob L. Boyer, Manager of The Boyer Company, L.C., a Utah limited liability company, manager of Boyer Heber City, L.C., a Utah limited liability company, and Heber Gateway Office 1, L.C., a Utah limited liability company.



[Signature]
NOTARY PUBLIC
Residing at: Salt Lake

My commission expires: 04-04-16

UT-MODIFICATION AMENDING SECURITY INSTRUMENT (RECORDABLE)

LOAN NO. 105820 AND LOAN NO. 1005847

"LENDER"

WELLS FARGO BANK, NATIONAL ASSOCIATION

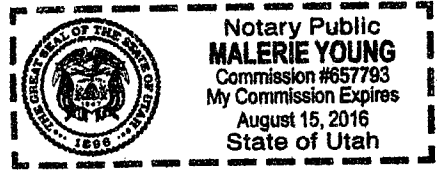
By: *Michael W. Asay*
Michael W. Asay, Vice President

STATE OF UTAH)
COUNTY OF SALT LAKE) :ss

The foregoing instrument was acknowledged before me this 26th day of MARCH, 2015, by Michael W. Asay, Vice President of Wells Fargo Bank, National Association.

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

My commission expires: *8/15/16*



UT-MODIFICATION AMENDING SECURITY INSTRUMENT (RECORDABLE)

LOAN NO. 105820 AND LOAN NO. 1005847

EXHIBIT A - DESCRIPTION OF PROPERTY

Exhibit A to Ninth Modification Agreement Amending Deed of Trust between Boyer Heber City, L.C., a Utah limited liability company, and Heber Gateway Office 1, L.C., a Utah limited liability company, as Trustor, and Wells Fargo Bank, National Association (collectively with its successors or assigns, "**Lender**") dated as of March 25, 2015.

That certain real property located in Wasatch County, State of Utah, and more particularly described as follows:

PARCEL 1:

Lots 2, 3, 4, 5, 6, 7, 8, 9, 13, and 14 of **VALLEY STATION SUBDIVISION**, according to the official plat thereof recorded August 20, 2008 as Entry No. 339276, in Book 972, at Page 2269 of the official records of the Wasatch County Recorder, Wasatch County, Utah.

AND

Lots 11 and 12 of **VALLEY STATION –AMENDED SUBDIVISION, Amending Lots 10, 11, 12 of Valley Station**, according to the official plat thereof recorded February 18, 2015 as Entry No. 409158, in Book 1123, at Page 126 of the official records of the Wasatch County Recorder, Wasatch County, Utah.

PARCEL 2A:

Lots 2 and 3 of **VALLEY STATION 2 SUBDIVISION**, according to the official plat thereof recorded December 14, 2009 as Entry No. 355116, in Book 1006, at Page 790 of the official records of the Wasatch County Recorder, Wasatch County, Utah.

AND

PARCEL 2B:

A part of the Northeast Quarter of Section 7, Township 4 South, Range 5 East, Salt Lake Base and Meridian, U.S. Survey, in Wasatch County, Utah, more particularly described as follows:

Beginning at a point on the Southerly line of the Heber City/Wasatch County Flood Control Channel Parcel as it exists at 45.00 foot width and the Northerly line of Lot 3 of the Valley Station 2 Subdivision as recorded in the office of the Wasatch County Recorder, said point being located 505.77 feet South 0°06'02" East along the Section line and 610.17 feet North 89°33'36" West from the Northeast corner of said Section 7, Township 4 South, Range 5 East, Salt Lake Base and Meridian, and running thence North 89°33'36" West 52.00 feet along the Northerly line of said Lot 3 to a point on the Southerly line of the said Heber City/Wasatch County Flood Control Channel Parcel; thence North 0°26'24" East 21.00 feet; thence South 89°33'36" East 52.00 feet; thence South 0°26'24" West 21.00 feet to the point of beginning.

Tax Serial Nos. 0VS-0002, 0VS-0003, 0VS-0004, 0VS-0005, 0VS-0006, 0VS-0007, 0VS-0008, 0VS-0009, 0VS-0010, 0VS-0011, 0VS-0012, 0VS-0013, 0VS-0014, 0VS-2002, 0VS-2003, and OHE-1572-5