

7-7
RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Wells Fargo Bank, National Association
Real Estate Group (AU #07572)
1512 Eureka Road, Suite 350
Roseville, CA 95661

Attn: Patricia Cabrera
Loan No. 5866OV

8369418
09/30/2002 12:28 PM 29.00
Book - 8656 Pg - 6040-6046
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
LANDMARK TITLE
BY: EHR, DEPUTY - WL 7 P.

8369418
**ADDITIONAL ADVANCE AND CONSOLIDATION AGREEMENT
(Short Form)**

The undersigned agree that that certain promissory note ("Note") dated December 18, 1998, in the original principal amount of Three Million Four Hundred Fifty Thousand and 00/100ths Dollars (\$3,450,000.00) executed by Boyer 7800 South Associates, Ltd., a Utah limited partnership, as "Borrower" secured by deed of trust ("Deed of Trust") executed by Borrower as "Trustor", recorded March 1, 1999, as Instrument No. 7273188, in Book 8254, at Page 3688, in the Official Records in the Office of the County Recorder of Salt Lake County, Utah, and other "Loan Documents", as defined in the Additional Advance and Consolidation Agreement between the undersigned of even date herewith, have been amended upon the terms and conditions set forth in said Additional Advance and Consolidation Agreement to provide, among other things, that the Deed of Trust and other Loan Documents which are security instruments shall also secure: (a) the payment to Lender of all indebtedness and other obligations evidenced by and arising under that certain promissory note (the "Additional Advance Note") of even date herewith, executed by Borrower to the order of Lender in the original principal amount of Four Hundred Twelve Thousand Four Hundred Fifty and 00/100ths Dollars (\$412,450.00) together with interest and other finance charges thereon and any and all amendments, modifications, extensions and renewals thereof (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 said payment dates in whole or in part or (ii) modifications, amendments, extensions or renewals at a different rate of interest), whether or not any such modification, amendment, extension or renewal is evidenced by a new or additional promissory note or notes; and (b) the performance of all of Borrower's obligations under the Additional Advance and Consolidation Agreement as amended or modified from time to time in writing. Said Additional Advance and Consolidation Agreement is by this reference incorporated herein and made a part hereof. The "Aggregate Loan", as defined in the Additional Advance and Consolidation Agreement, which is secured by the Deed of Trust is Three Million Seven Hundred Thousand Five Hundred and 00/100ths Dollars (\$3,700,500.00).

Dated as of: September 23, 2002

"BENEFICIARY/LENDER"

Wells Fargo Bank, National Association

By: Ted Bodnar
Ted Bodnar, Senior Vice President

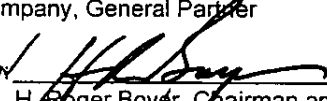
LTC# 25431

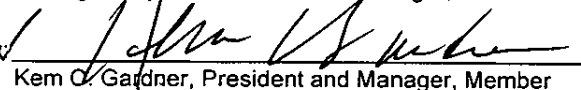
BK 8656 PG 6040

"BORROWER"

Boyer 7800 South Associates, Ltd., a Utah limited partnership

By: The Boyer Company, L.C., a Utah limited liability company, General Partner

By: 
H. Roger Boyer, Chairman and Manager, Member

By: 
Kem C. Gardner, President and Manager, Member

(ALL SIGNATURES MUST BE ACKNOWLEDGED)

BK8656PG6041

DESCRIPTION OF SUBJECT PROPERTY

Exhibit A to the Additional Advance and Consolidation Agreement dated as of September 23, 2002, by and between Boyer 7800 South Associates, Ltd., a Utah limited partnership ("Borrower") and Wells Fargo Bank, National Association ("Beneficiary").

All that certain real property located in the County of Salt Lake, State of Utah, described as follows:

PARCEL 1

BOYER OFFICE PARCEL:

BEGINNING at a point on the West line of 3500 East Street and the Northeasterly boundary of Southampton No. 2, a Subdivision in the Northeast quarter of Section 35, Township 2 South, Range 1 East, Salt Lake Base and Meridian, said point being South 00°08'25" West along the section line 1119.99 feet and North 38°52'44" West along said Northeasterly boundary 46.06 feet from the Northeast corner of said Section 35, and running thence North 38°52'44" West along said Northeasterly boundary 594.37 feet; thence North 89°56'20" East 374.20 feet to the West line of 3500 East Street; thence South 00°08'25" West along said West line 463.10 feet to the point of BEGINNING.

PARCEL 2

BOYER RETAIL PARCEL:

BEGINNING at a point being South 00°08'25" West along the section line 621.00 feet and South 89°55'20" West 391.50 feet from the Northeast corner of Section 35, Township 2 South, Range 1 East, Salt Lake Base and Meridian, and running thence North 00°08'25" East 219.00 feet; thence South 89°51'35" East 22.50 feet; thence North 00°08'25" East 213.00 feet; thence North 89°51'35" West 195.00 feet; thence North 00°08'25" East 155.39 feet to the South line of 7800 South Street; thence South 89°56'20" West along said South line 314.33 feet to the Northeasterly boundary of Southampton No. 2, a Subdivision in the Northeast quarter of said Section 35; thence South 38°52'44" East along said Northeasterly boundary 754.67 feet; thence North 89°56'20" East 11.70 feet to the point of BEGINNING.

LESS AND EXCEPTING the following:

BEGINNING at a point South 00°08'25" West along the section line 621.00 feet and South 89°56'20" West 403.20 feet and North 38°52'44" West 507.15 feet from the Northeast corner of Section 35, Township 2 South, Range 1 East, Salt Lake Base and Meridian, and running thence North 38°52'44" West 247.53 feet to the South line of 7800 South Street; thence North 89°56'20" East along said South line 314.33 feet; thence South 00°08'25" West 114.38 feet; thence South 89°56'20" West 61.22 feet; thence South 51°07'16" West 125.20 feet to the point of BEGINNING.

PARCEL 3:

BEGINNING at a point South 00°08'25" West along the section line 621.00 feet and South 89°56'20" West 403.20 feet and North 38°52'44" West 507.15 feet from the Northeast corner of Section 35, Township 2 South, Range 1 East, Salt Lake Base and Meridian, and running thence North 38°52'44" West 247.53 feet to the South line of 7800 South Street; thence North 89°56'20" East along said South line 314.33 feet; thence South 00°08'25" West 114.38 feet; thence South 89°56'20" West 61.22 feet; thence South 51°07'16" West 125.20 feet to the point of BEGINNING.

(Continued)

PARCEL 4:

A non-exclusive easement for roadways, walkways, ingress, egress and parking vehicles and other modes of transportation and incidentals thereto, on the "Common Areas", over and across the properties shown below, as established by that certain Development Agreement dated January 31, 1985 and recorded February 7, 1985 as Entry No. 4048237 in Book 5628 at Page 686, and by that certain Amendment of Development Agreement dated August 12, 1992 and recorded April 27, 1993 as Entry No. 5487130 in Book 6648 at Page 425, and re-recorded May 12, 1993 as Entry No. 5501239 in Book 6661 at Page 499, and by that Second Amendment to Development Agreement dated August 18, 1992 and recorded April 27, 1993 as Entry No. 5487131 in Book 6648 at Page 435 of the Official Records of the Salt Lake County Recorder:

PARCEL A:

BEGINNING at a point on the West line of 3500 East Street, said point being South 00°08'25" West along the section line 621.00 feet and South 89°56'20" West 29.00 feet from the Northeast corner of Section 35, Township 2 South, Range 1 East, Salt Lake Base and Meridian, and running thence South 89°56'20" West 362.50 feet; thence North 00°08'25" East 219.00 feet; thence South 89°51'35" East 22.50 feet; thence North 00°08'25" East 213.00 feet; thence North 89°51'35" West 195.00 feet; thence North 00°08'25" East 155.39 feet to the South line of 7800 South Street; thence North 89°56'20" East along said South line 365.00 feet to a point being South 89°56'20" West 170.00 feet from the West line of 3500 East Street; thence South 00°08'25" West 100.00 feet; thence North 89°56'20" East 170.00 feet to a point on the West line of 3500 East Street, said point being South 00°08'25" West 100.00 feet from the South line of 7800 South Street; thence South 00°08'25" West along said West line of 3500 East Street 488.00 feet to the point of BEGINNING.

PARCEL B:

BEGINNING at a point at the intersection of the South line of 7800 South Street and the West line of 3500 East Street, said point being South 00°08'25" West along the section line 33.00 feet and South 89°56'20" West 29.00 feet from the Northeast corner of Section 35, Township 2 South, Range 1 East, Salt Lake Base and Meridian, and running thence South 00°08'25" West along the West line of 3500 East Street 100.00 feet; thence South 89°56'20" West 170.00 feet; thence North 00°08'25" East 100.00 feet to the South line of 7800 South Street; thence North 89°56'20" East along said South line 170.00 feet to the point of BEGINNING.

(Continued)

PARCEL 5:

A non-exclusive easement appurtenant to PARCELS 1, 2 & 3 above for pedestrian traffic, ingress and egress, utility lines and incidentals thereto as contained in that certain Declaration of Easements, over and across the properties shown below, dated February 1, 1985 and recorded February 7, 1985 as Entry No. 4048238 in Book 5628 at Page 707 of the Official Records of the Salt Lake County Recorder:

PARCEL A:

BEGINNING at a point on the West line of 3500 East Street, said point being South 00°08'25" West along the section line 621.00 feet and South 89°56'20" West 29.00 feet from the Northeast corner of Section 35, Township 2 South, Range 1 East, Salt Lake Base and Meridian, and running thence South 89°56'20" West 362.50 feet; thence North 00°08'25" East 219.00 feet; thence South 89°51'35" East 22.50 feet; thence North 00°08'25" East 213.00 feet; thence North 89°51'35" West 195.00 feet; thence North 00°08'25" East 155.39 feet to the South line of 7800 South Street; thence North 89°56'20" East along said South line 365.00 feet to a point being South 89°56'20" West 170.00 feet from the West line of 3500 East Street; thence South 00°08'25" West 100.00 feet; thence North 89°56'20" East 170.00 feet to a point on the West line of 3500 East Street, said point being South 00°08'25" West 100.00 feet from the South line of 7800 South Street; thence South 00°08'25" West along said West line of 3500 East Street 488.00 feet to the point of BEGINNING.

PARCEL B:

BEGINNING at a point at the intersection of the South line of 7800 South Street and the West line of 3500 East Street, said point being South 00°08'25" West along the section line 33.00 feet and South 89°56'20" West 29.00 feet from the Northeast corner of Section 35, Township 2 South, Range 1 East, Salt Lake Base and Meridian, and running thence South 00°08'25" West along the West line of 3500 East Street 100.00 feet; thence South 89°56'20" West 170.00 feet; thence North 00°08'25" East 100.00 feet to the South line of 7800 South Street; thence North 89°56'20" East along said South line 170.00 feet to the point of BEGINNING.

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For Reference Purposes only: Tax Parcel/Serial No.'s
22-35-226-028, 22-35-336-033, 22-35-226-032 .

STATE OF UTAH

COUNTY OF Salt Lake SS.

The foregoing instrument was acknowledged before me this 24 day of September, 2002, by H. Roger Boyer, as Chairman / manager of Boyer 7800 South Associates, a Utah Limited Partnership.

Notary Public
Betty A. Drage
127 South 500 East, Ste 100
Salt Lake City, UT 84102
My Commission Expires
April 15, 2005
My commission expires: 4-15-05

Betty A. Drage
NOTARY PUBLIC
residing at Salt Lake County

STATE OF UTAH

COUNTY OF Salt Lake SS.

The foregoing instrument was acknowledged before me this 24 day of September, 2002, by Ken Gardner, as Vice Chairman / manager of Boyer 7800 So. Associates, a Utah Limited Partnership.

Notary Public
Betty A. Drage
127 South 500 East, Ste 100
Salt Lake City, UT 84102
My Commission Expires
April 15, 2005
My commission expires: 4-15-05

Betty A. Drage
NOTARY PUBLIC
residing at Salt Lake County

STATE OF UTAH

COUNTY OF _____ SS.

The foregoing instrument was acknowledged before me this _____ day of _____, _____, by _____, as _____ of _____, a _____.

NOTARY PUBLIC
residing at _____

My commission expires: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Placer

On September 24, 2002 before me, Meridene Foster, Notary Public
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Ted Bodmar
Name(s) of Signer(s)

personally known to me - OR - proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Meridene Foster
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Additional Advance and Consolidation Agreement

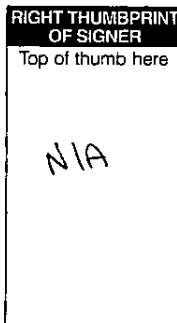
Document Date: September 23, 2002 Number of Pages: 5

Signer(s) Other Than Named Above: H. Roger Boyer, Ken C. Gardner

Capacity(ies) Claimed by Signer(s)

Signer's Name: Ted Bodmar

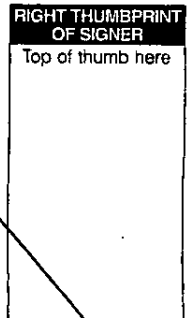
- Individual
- Corporate Officer
Title(s): Sr. Vice President
- Partner — Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing:
Wells Fargo Bank

Signer's Name: _____

- Individual
- Corporate Officer
Title(s): _____
- Partner — Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing:

