

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

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

Attn: Eileen Oquendo  
Loan No. 105820

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**ADDITIONAL ADVANCE AND CONSOLIDATION AGREEMENT  
AND ADDENDUM TO DEED OF TRUST  
(Short Form)**

The undersigned agree that that certain promissory note ("Note") dated as of March 28, 2008, in the original principal amount of THIRTEEN MILLION FIVE HUNDRED THIRTY-FIVE THOUSAND AND NO/100THS DOLLARS (\$13,535,000.00) executed by BOYER HEBER CITY, L.C., a Utah limited liability company, and BOYER HEBER LAND, L.C., a Utah limited liability company (collectively, "Borrower"), secured by deed of trust ("Deed of Trust") executed by Borrower, as "Trustor", recorded April 4, 2008, as Entry No. 334157, Book No. 963, Pages 2397-2425 in the Official Records of the County Recorder of Wasatch County, Utah, and other "Loan Documents", as defined in the Additional Advance and Consolidation Agreement between the undersigned of even date herewith, has been amended and restated or otherwise modified 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 secure: (a) the payment to Lender of all indebtedness and other obligations evidenced by and arising under that certain Amended and Restated Promissory Note (the "Amended and Restated Note") of even date herewith, executed by Borrower to the order of Lender in the original principal amount of THIRTEEN MILLION THREE HUNDRED THOUSAND AND NO/100THS DOLLARS (\$13,300,000.00) 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 THIRTEEN MILLION THREE HUNDRED THOUSAND AND NO/100THS DOLLARS (\$13,300,000.00).

Dated as of: December 10, 2008

"LENDER"

WELLS FARGO BANK, NATIONAL ASSOCIATION

By:   
Benjamin E. Bliss, Assistant Vice President

"TRUSTOR/BORROWER"

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

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

By:   
Steven B. Ostler, Manager

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

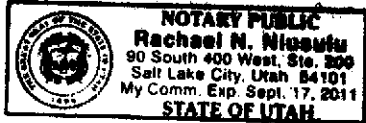
By: THE BOYER COMPANY, L.C.,  
a Utah limited liability company  
Its Member and Manager

By:   
Steven B. Ostler, Manager

(ALL SIGNATURES MUST BE ACKNOWLEDGED)

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

The foregoing instrument was acknowledged before me this 12<sup>th</sup> day of December, 2008, by Steven B. Ostler, Manager of The Boyer Company, L.C., a Utah limited liability company, Member and Manager of Boyer Heber City, L.C., a Utah limited liability company.

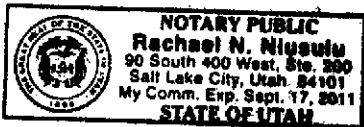


Rachael N. Nisoutu  
NOTARY PUBLIC  
Residing at: Salt Lake City

My commission expires 9-17-11

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

The foregoing instrument was acknowledged before me this 12<sup>th</sup> day of December, 2008, by Steven B. Ostler, Manager of The Boyer Company, L.C., a Utah limited liability company, Member and Manager of Boyer Heber Land, L.C., a Utah limited liability company.

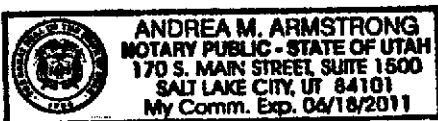


Rachael N. Nisoutu  
NOTARY PUBLIC  
Residing at: Salt Lake City

My commission expires 9-17-11

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

The foregoing instrument was acknowledged before me this 12<sup>th</sup> day of December, 2008, by Benjamin E. Bliss, Assistant Vice President of Wells Fargo Bank, National Association.



Andrea M. Armstrong  
NOTARY PUBLIC  
Residing at: \_\_\_\_\_

My commission expires \_\_\_\_\_

**EXHIBIT A**  
Loan No. 105820

**DESCRIPTION OF PROPERTY**

Exhibit A to that certain Additional Advance and Consolidation Agreement and Addendum to Deed of Trust (Short Form), dated as of December 10, 2008, by and between BOYER HEBER CITY, L.C., a Utah limited liability company, and BOYER HEBER LAND, L.C., a Utah limited liability company (collectively, "Borrower"), and WELLS FARGO BANK, NATIONAL ASSOCIATION ("Lender").

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

**PARCEL 1:**

Lots 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, and 17 of Valley Station Subdivision, according to the official plat thereof and of record in the office of the Wasatch County Recorder.

**PARCEL 2 ("SOUTH PARCEL"):**

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:

Beginning at a point on the Northwesterly line of U.S. Highway 189 located 512.74 feet South 0°06'02" East along the Section line, and 464.03 feet South 89°53'58" West from the Northeast corner of said Section 7, Township 4 South, Range 5 East, Salt Lake Base and Meridian, and running thence South 49°38'22" West 660.50 feet along said Northwesterly line of the Highway; thence North 40°21'38" West 183.83 feet; thence South 89°50'30" West 441.65 feet; thence North 5°48'02" East 208.06 feet; thence South 89°50'30" West 434.17 feet to a point on the Easterly line of Industrial Parkway as it exists at 33.00 foot half-width; thence North 40°26'01" West 124.78 feet along said Easterly line of Industrial Parkway to the Southerly line of the Heber City/Wasatch County Flood Control Parcel; thence along said Southerly line the following seven courses: North 89°49'46" East 1071.93 feet; South 89°33'36" East 288.00 feet; North 0°26'24" East 21.00 feet; South 89°33'36" East 52.00 feet; thence South 0°26'24" West 21.00 feet; thence South 89°33'36" East 136.82 feet and South 39°13'45" East 14.75 feet to the point of beginning.

**EXCEPTING FROM PARCEL 2 ABOVE** any portion within the bounds of Valley Station Subdivision according to the official plat thereof and on record in the office of the Wasatch County Recorder.

[For reference purposes only: Tax Serial Numbers: OVS-0003; OVS-0004; OVS-0005; OVS-0006; OVS-0007; OVS-0008; OVS-0009; OVS-0010; OVS-0012; OVS-0013; OVS-0014; OVS-0015; OVS-0017; OWC-1572-D; OWC-1572-C; OWC-1577-3; OWC-1572-F; OHE-1572-5; OHE-1572-E]