



E# 2528995 PG 1 OF 5  
 ERNEST D ROWLEY, WEBER COUNTY RECORDER  
 31-May-11 0341 PM FEE \$24.00 DEP SC  
 REC FOR: LANDMARK TITLE COMPANY  
 ELECTRONICALLY RECORDED

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

Wells Fargo Bank, National  
 Association  
 Real Estate Banking Group (AU #0007572)  
 299 South Main Street  
 6th Floor  
 Salt Lake City, UT 84111

Attr: Jaclyn DeSimone  
 Loan No. 1343OU

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

The undersigned agree that that certain promissory note ("Note") dated October 17, 2002, in the original principal amount of Three Million Nine Hundred Twenty Four Thousand Five Hundred Ninety Five and 00/100ths Dollars (\$3,924,595.00) executed by Boyer-Washington Boulevard Associates No. 2, Ltd., a Utah limited partnership, as "Borrower" secured by deed of trust ("Deed of Trust") executed by Borrower as "Trustor", recorded November 7, 2002, as Instrument No. 1888073, in Book 2283, at Page 2018, in the Official Records in the Office of the County Recorder of Weber 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 Amended and Restated Promissory Note Secured by Deed of Trust (the "Amended Note") of even date herewith, executed by Borrower to the order of Lender in the original principal amount of Three Million Four Hundred Ninety Two Thousand Five Hundred AND 00/100 Dollars (\$3,492,500.00) 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

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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 Four Hundred Ninety Two Thousand Five Hundred and 00/100ths Dollars (\$3,492,500.00).

Dated as of: May 25, 2011

"BENEFICIARY/LENDER"

Wells Fargo Bank, National Association

By: J. Brian Duerden  
J. Brian Duerden, Vice President

"BORROWER/TRUSTOR"

Boyer-Washington Boulevard Associates No. 2, Ltd., a Utah limited partnership

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

By: Jacob L. Boyer  
Jacob L. Boyer, President and Manager

By: Gardner Property Holdings, L.C., a Utah limited liability company, General Partner

By: Kem C Gardner  
Kem C Gardner, Manager/Member

(ALL SIGNATURES MUST BE ACKNOWLEDGED)

**EXHIBIT A**

**DESCRIPTION OF SUBJECT PROPERTY**

Exhibit A to the Additional Advance and Consolidation Agreement dated as of May 25, 2011, by and between Boyer-Washington Boulevard Associates No. 2, Ltd., a Utah limited partnership ("Borrower") and Wells Fargo Bank, National Association ("Beneficiary").

All the certain real property located in the County of Weber, State of 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

*ds*

STATE OF UTAH

SS.

COUNTY OF Salt Lake

The foregoing instrument was acknowledged before me this 25<sup>th</sup> day of May 2011, by Jacob L. Boyer as President and manager of The Boyer Company, L.C., a Utah limited liability company.



Rachael N. Niusulu  
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 25<sup>th</sup> day of May 2011, by Kem C. Gardner as Manager member of Gardner Property Holdings, L.C., a Utah limited liability company.



Rachael N. Niusulu  
NOTARY PUBLIC  
residing at Salt Lake City

My commission expires: 9-17-11

STATE OF UTAH

COUNTY OF Salt Lake ss.

The foregoing instrument was acknowledged before me this 25th day of May 2011 by J. Brian Sueden as VP of Wells Fargo Bank, a NA

Tiffany S Nelson

NOTARY PUBLIC

residing at Blagna, UT

My commission expires: 10.9.14

