

RECORDATION REQUESTED BY:
Wells Fargo Bank, National Association
Park City Business Banking Center
1400 Kearns Boulevard
MAC #U1227-011
Park City, UT 84060

**ACCOMODATION RECORDING ONLY.
EQUITY TITLE INSURANCE AGENCY, INC.
MAKES NO REPRESENTATION AS TO
CONDITION OF TITLE, NOR DOES IT
ASSUME ANY RESPONSIBILITY FOR
VALIDITY, SUFFICIENCE OR EFFECTS OF
DOCUMENT.**

WHEN RECORDED MAIL TO:
Wells Fargo Bank, National Association
Phoenix Real Estate Resource Center
100 W. Washington Street, 11th floor
Phoenix, AZ 85003-1808

Ent 303497 Bk 0867 Pg 0360-0362
ELIZABETH M PALMIER, Recorder
WASATCH COUNTY CORPORATION
2006 JUN 22 2:10pm Fee 16.00 MWC
FOR EQUITY TITLE - PRODUCTION FACI
ELECTRONICALLY RECORDED

PLEASE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF DEED OF TRUST



200068688954400480

THIS MODIFICATION OF DEED OF TRUST dated June 14, 2006, is made and executed between between Piedmont Properties, LLC, whose address is 210 & 220 N. Main Street, Heber City, UT 84032 ("Trustor") and Wells Fargo Bank, National Association, whose address is Park City Business Banking Center, 1400 Kearns Boulevard, MAC #U1227-011, Park City, UT 84060 ("Lender").

DEED OF TRUST. Lender and Trustor have entered into a Deed of Trust dated March 15, 2006 (the "Deed of Trust") which has been recorded in Wasatch County, State of Utah, as follows:

Deed of Trust dated March 15, 2006 recorded March 17, 2006 under Entry No. 298305, Book 837, Page 176 in Wasatch County, State of Utah, and any and all renewals, extensions and modifications thereof.

REAL PROPERTY DESCRIPTION. The Deed of Trust covers the following described real property located in Wasatch County, State of Utah:
See Exhibit "A" attached hereto and made a part hereof

The Real Property or its address is commonly known as 210 and 220 North Mains Street, Heber City, UT 84032. The Real Property tax identification number is OHNE-0914-0-115-035 and OHNE-0914-0-115-035.

MODIFICATION. Lender and Trustor hereby modify the Deed of Trust as follows:

Lender hereby extends to the undersigned an additional \$93,650.00 of committed funds increasing to \$595,350.00 the maximum amount of outstanding principal allowed under the Note.

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Deed of Trust shall remain unchanged and in full force and effect. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Deed of Trust as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Deed of Trust (the "Note"). It is the intention of Lender to retain as liable all parties to the Deed of Trust and all parties, makers and endorsers to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Deed of Trust does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.

FACSIMILE AND COUNTERPART. This document may be signed in any number of separate copies, each of which shall be effective as an original, but all of which taken together shall constitute a single document. An electronic transmission or other facsimile of this document or any related document shall be deemed an original and shall be admissible as evidence of the document and the signer's execution.

TRUSTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF DEED OF TRUST AND TRUSTOR AGREES TO ITS TERMS. THIS MODIFICATION OF DEED OF TRUST IS DATED JUNE 14, 2006.

TRUSTOR:

PIEDMONT PROPERTIES, LLC

By: Johanna V. Esposito
Johanna V. Esposito, Manager of Piedmont Properties, LLC

131981X 2-15

LENDER:

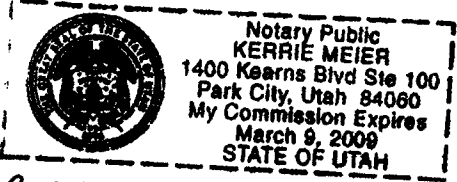
Ent 303497 Bk 0867 Pg 0361

WELLS FARGO BANK, NATIONAL ASSOCIATION

X G. W. [Signature]
Authorized Officer

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Utah
COUNTY OF Summit

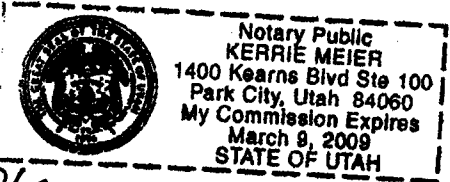


On this 19th day of JUNE, 20 06, before me, the undersigned Notary Public, personally appeared Joline V. Esposito, Manager of Piedmont Properties, LLC, and known to me to be a member or designated agent of the limited liability company that executed the Modification of Deed of Trust and acknowledged the Modification to be the free and voluntary act and deed of the limited liability company, by authority of statute, its articles of organization or its operating agreement, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Modification and in fact executed the Modification on behalf of the limited liability company.

By [Signature] Residing at Park City
Notary Public in and for the State of Utah My commission expires 03.09.09

LENDER ACKNOWLEDGMENT

STATE OF Utah
COUNTY OF Summit



On this 19th day of June, 20 06, before me, the undersigned Notary Public, personally appeared [Signature] and known to me to be the Banker authorized agent for the Lender that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of the said Lender, duly authorized by the Lender through its board of directors or otherwise, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this said instrument and that the seal affixed is the corporate seal of said Lender.

By [Signature] Residing at Park City
Notary Public in and for the State of Utah My commission expires 03.09.09

Exhibit A

Order Number: 2183751

PARCEL NO. 1

BEGINNING AT THE SOUTHWEST CORNER OF LOT 2 IN BLOCK 115, IN THE HEBER CITY SURVEY OF BUILDING LOTS, THENCE NORTH 01°01'00" EAST 199.36 FEET, THENCE SOUTH 88°58'00" EAST 133.32 FEET, THENCE SOUTH 01°01'00" WEST 2.04 FEET, THENCE SOUTH 88°58'00" EAST 66.00 FEET, THENCE SOUTH 01°01'00" WEST 197.32 FEET, THENCE NORTH 88°58'00" WEST 199.32 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPTING THE FOLLOWING PORTION:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 2, BLOCK 115, HEBER CITY SURVEY OF BUILDING LOTS, THENCE NORTH 00°37'30" EAST 79.32 FEET, THENCE SOUTH 89°09'30" EAST 100 FEET, THENCE SOUTH 00°37'30" WEST 79.32 FEET, THENCE NORTH 89°09'30" WEST 100 FEET TO THE POINT OF BEGINNING.

PARCEL NO. 2

BEGINNING AT THE SOUTHWEST CORNER OF LOT 2, BLOCK 115, HEBER CITY SURVEY OF BUILDING LOTS, THENCE NORTH 00°37'30" EAST 79.32 FEET, THENCE SOUTH 89°09'30" EAST 100 FEET, THENCE SOUTH 00°37'30" WEST 79.32 FEET, THENCE NORTH 89°09'30" WEST 100 FEET TO THE POINT OF BEGINNING.