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 02/01/2007 04:28 PM \$21.00  
 Book - 9417 Pg - 2168-2171  
**GARY W. OTT**  
 RECORDER, SALT LAKE COUNTY, UTAH  
 LANDMARK TITLE  
 BY: KLD, DEPUTY - WI 4 P.

**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: Lauri A. Parent  
 Loan No. 102006

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

The undersigned agree that that certain promissory note ("Note") dated November 22, 2005, in the original principal amount of Ten Million and 00/100ths Dollars (\$10,000,000.00) executed by Boyer Quarry Bend, L.C., a Utah limited liability company, as "Borrower" secured by deed of trust ("Deed of Trust") executed by Borrower as "Trustor", recorded December 7, 2005, as Instrument No. 9575206, in Book 9227, at Page 3240-3266, 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 Nineteen Million Three Hundred Nineteen Thousand Five Hundred and 00/100ths Dollars (\$19,319,500.00) 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 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

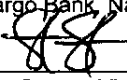
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hereof. The "Aggregate Loan", as defined in the Additional Advance and Consolidation Agreement, which is secured by the Deed of Trust is Twenty Nine Million Three Hundred Nineteen Thousand Five Hundred and 00/100ths Dollars (\$29,319,500.00).

Dated as of: January 30, 2007

"BENEFICIARY/LENDER"

Wells Fargo Bank, National Association

By:  \_\_\_\_\_  
Steve Strong, Vice President

"BORROWER"

Boyer Quarry Bend, L.C., a Utah limited liability company

By: The Boyer Company, L.C., a Utah limited liability company, Manager/Member

By:  \_\_\_\_\_  
Steven B. Ostler, Manager

(ALL SIGNATURES MUST BE ACKNOWLEDGED)

**DESCRIPTION OF SUBJECT PROPERTY**

Exhibit A to the Additional Advance and Consolidation Agreement dated as of January 30, 2007, by and between Boyer Quarry Bend, L.C., a Utah limited liability company ("Borrower") and Wells Fargo Bank, National Association ("Beneficiary").

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

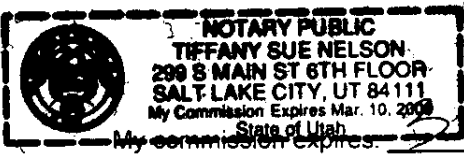
Lots 3, 5, 8, 9 and 10, **QUARRY BEND SUBDIVISION**, according to the official plat thereof, filed in Book "2005P" of Plats, at Page 392 of the Official Records of the Salt Lake County Recorder.

**EXCEPTING THEREFROM THE TRACTS IDENTIFIED AND DESCRIBED AS "ROAD DEDICATION A" AND "ROAD DEDICATION B" AND "ROAD DEDICATION C" IN THAT CERTAIN PLAT ENTITLED "ROAD DEDICATION SR-209" RECORDED JUNE 15, 2006 AS ENTRY NO. 9754372, IN BOOK 2006P OF PLATS, AT PAGE 168 OF THE OFFICIAL RECORDS OF THE SALT LAKE COUNTY RECORDER.**

*28-05-451-009*  
*28-05-331-002*  
*28-05-452-002*  
*28-05-330-002*  
*28-05-451-010*

STATE OF UTAH  
COUNTY OF Salt Lake SS.

The foregoing instrument was acknowledged before me this 1st day of February  
2007, by Steve Snow as VP  
of Wells Fargo Bank, a  
NA



[Signature]  
NOTARY PUBLIC  
residing at Salt Lake, UT  
310-09

STATE OF UTAH  
COUNTY OF Salt Lake SS.

The foregoing instrument was acknowledged before me this 21st day of January  
2007, by Steven B. Oster as manager  
of The Paper Company, L.C., a  
Utah Limited Liability Company



Rachael Niusulu  
NOTARY PUBLIC  
residing at Salt Lake City

My commission expires: 8-20-07