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 Book - 9956 Pg - 4859-4866
 Gary W. Ott
 Recorder, Salt Lake County, UT
 CALLISTER NEBEKER & MCCULLOUGH
 BY: eCASH, DEPUTY - EF 8 P.

Loan No. 5842514-9001

WHEN RECORDED, RETURN TO:

Zions First National Bank
 One South Main Street, Suite 500
 Salt Lake City, Utah 84133
 Attention: R. Scott Deeds

PARCEL ID NO.: 21-01-476-021

SECOND SUPPLEMENTAL DEED OF TRUST

This Second Supplemental Deed of Trust is made and entered into this 1st day of October (the "Effective Date") by and between JDP Properties, LLC, whose address is 4682 South 150 West, Salt Lake City, Utah 84106 ("Trustor"), and Zions First National Bank, a national banking association, whose address is One South Main Street, Suite 500, Salt Lake City, Utah 84133 ("Lender").

RECITALS

A. Lender and Utah Home Building Company, a Utah corporation ("UHBC") entered into a Land Development Loan Agreement dated March 14, 2008 (the "Loan Agreement"), whereby Lender agreed to make a loan to UHBC in the original principal amount of Seven Million One Hundred Thousand Dollars (\$7,100,000.00) (the "Loan"), which Loan is further evidenced by, among other things, a Promissory Note dated March 14, 2008 executed by UHBC for the benefit of Lender, and which Promissory Note is in the original principal amount of Seven Million One Hundred Thousand Dollars (\$7,100,000.00) (the "Note").

B. UHBC's obligations under the Note are secured by the collateral described in the Trust Deed, Assignment of Rents, Security Agreement and Fixture Filing dated September 5, 2008 executed by Trustor, as "Trustor", to Lender, as "Trustee", for the benefit of Lender, as "Beneficiary," which was recorded in the office of the County Recorder of Salt Lake County, State of Utah, on September 9, 2008, as Entry No. 10515732, in Book 9641, at Pages 2056, et seq. (the "Trust Deed"). The Trust Deed encumbers real property located in Salt Lake County, State of Utah, and more particularly described in Exhibit A attached hereto and incorporated herein by this reference (the "Property").

C. In accordance with a Second Loan Modification Agreement dated August 1, 2009, entered into by and between UHBC and Lender (the "Modification Agreement"), UHBC executed a Renewal and Substitute Promissory Note dated August 1, 2009, in the reduced principal amount of Five Million Eight Hundred Ninety Seven Thousand Five Hundred Thirteen Dollars (\$5,897,513.00) (the "Renewal Note"), which Renewal Note replaced the Note.

D. In accordance with the Modification Agreement, Trustor and Lender executed a Supplemental Trust Deed which was recorded in the office of the County Recorder of Salt Lake

County, State of Utah, on August 31, 2009, as Entry No. 10788286, in Book 9759, at Pages 3789, et seq. (the "Supplemental Trust Deed").

E. In accordance with a Loan Assumption and Modification Agreement dated the Effective Date, entered into by and among UHBC, Trustor, Lender and Guarantors (the "Assumption Agreement"), Trustor is assuming UHBC's obligations under the Note and executing a Second Renewal and Substitute Promissory Note dated the Effective Date, in the reduced principal amount of Six Hundred Ninety Thousand Dollars (\$690,000.00) (the "Second Renewal Note"), which replaces the Note.

The Loan Agreement, Second Renewal Note, Trust Deed, Supplemental Trust Deed, and all other documents defined as Loan Documents in the Loan Agreement are hereinafter referred to as the "Loan Documents").

F. Trustor and Lender now desire to amend and supplement the Trust Deed, as amended and supplemented by the Supplemental Trust Deed, to modify the obligations secured thereby consistent with the Assumption Agreement.

AGREEMENT

In exchange for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, Trustor and Lender agree as follows:

1. Reaffirmation of the Trust Deed. Trustor and Lender agree and acknowledge that it was their intention at the time of the execution of the Trust Deed, that the Trust Deed encumber the Property, and it continues to be their intention that the Trust Deed, as amended and supplemented by the Supplemental Deed of Trust and this Second Supplemental Trust Deed, continues, without interruption, to encumber the Property.

2. Amendment and Supplementation of Trust Deed. The Trust Deed is hereby amended to include in the indebtedness secured by the Trust Deed, the Second Renewal Note (which replaces the Note). Specifically, the second paragraph on Page 1 of the Trust Deed is hereby amended to read in its entirety as follows:

Beneficiary has previously made a loan to Utah Home Building Company, a Utah corporation ("UHBC") in the amount of Five Million Eight Hundred Ninety Seven Thousand Five Hundred Thirteen Dollars (\$5,897,513.00) (the "Loan"). The Loan is evidenced by a Renewal and Substitute Promissory Note dated August 1, 2009, in the original principal amount of the Loan. The terms and conditions of the Loan are governed by a Land Development Loan Agreement between UHBC and Lender, as amended (the "Loan Agreement"). UHBC's obligations under the Loan Agreement and the Loan Documents have been assumed by Trustor and Trustor has executed a Second Renewal and Substitute Promissory Note dated the Effective Date, in the reduced principal amount of Six Hundred Ninety Thousand Dollars (\$690,000.00) (the "Note").

3. Security. Trustor and Lender agree and acknowledge that the Note, as amended and restated by the Second Renewal Note, and all other indebtedness and obligations described in the Trust Deed, are secured by the Trust Deed, as amended and supplemented by the Supplemental Deed of Trust and this Second Supplemental Trust Deed.

4. Survival of Obligations; Continuation of Terms of Loan Documents. Lender and Trustor agree that the Trust Deed, together with all of Trustor's obligations thereunder, shall, except to the extent expressly modified by this Second Supplemental Deed of Trust, remain in full force and effect and survive the execution of this Second Supplemental Deed of Trust. Except as expressly modified by this Second Supplemental Deed of Trust, all terms and conditions of the Loan Documents shall continue in full force and effect.

5. Representations, Warranties, Covenants and Agreements. Trustor represents, warrants, and agrees that the representations, warranties, covenants and agreements of Trustor contained in the Loan Documents (a) are true and accurate as of the date of this Second Supplemental Deed of Trust, (b) are hereby remade and reaffirmed by Trustor, and (c) are in full force and effect as of the date of this Second Supplemental Deed of Trust, enforceable in accordance with their terms.

6. Defined Terms. Unless otherwise defined in this Second Supplemental Deed of Trust, capitalized terms used herein have the meanings given them in the Loan Documents.

7. Governing Law. This Second Supplemental Deed of Trust and all matters relating to this Second Supplemental Deed of Trust shall be governed exclusively by and construed in accordance with the applicable laws of the State of Utah.

8. Integrated Agreement and Subsequent Amendment. This Second Supplemental Deed of Trust, the Loan Documents, the Second Renewal Note, and the other agreements, documents, obligations, and transactions contemplated by the Assumption Agreement and this Second Supplemental Deed of Trust constitute the entire agreement between Lender and Trustor with respect to the subject matter of the agreements, and may not be altered or amended except by written agreement signed by Lender and Trustor. PURSUANT TO UTAH CODE SECTION 25-5-4, TRUSTOR IS NOTIFIED THAT THESE AGREEMENTS ARE A FINAL EXPRESSION OF THE AGREEMENTS BETWEEN LENDER AND TRUSTOR AND THESE AGREEMENTS MAY NOT BE CONTRADICTED BY EVIDENCE OF ANY ALLEGED ORAL AGREEMENT.

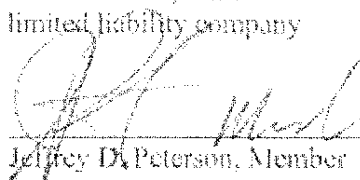
*[SIGNATURE PAGE(S) AND EXHIBIT(S),
IF ANY, FOLLOW THIS PAGE]*

DATED: October _____, 2011.

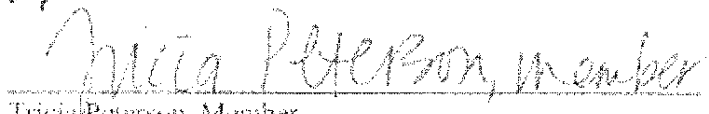
TRUSTOR

JDP PROPERTIES, LLC.
a Utah limited liability company

By: _____


Jeffrey D. Peterson, Member

By: _____


Tricia Peterson, Member

LENDER

ZIONS FIRST NATIONAL BANK.
a national banking association

By: _____

R. Scott Deeds
Vice President

DATED: October _____, 2011.

TRUSTOR

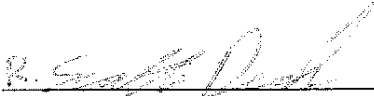
JDP PROPERTIES, LLC,
a Utah limited liability company

By: _____
Jeffrey D. Peterson, Member

By: _____
Tricia Peterson, Member

LENDER

ZIONS FIRST NATIONAL BANK,
a national banking association

By:  _____
R. Scott Deeds
Vice President

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

The foregoing instrument was acknowledged before me this 5 day of October, 2011, by Jeffrey D. Peterson, Member of JDP Properties, L.L.C, a Utah limited liability company.

Christina M. Kunz
NOTARY PUBLIC

My Commission Expires:
2-4-15

Residing At:
Salt Lake County



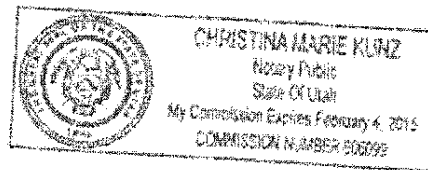
STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this _____ day of October, 2011, by Tricia Peterson, Member of JDP Properties, L.L.C, a Utah limited liability company.

Christina M. Kunz
NOTARY PUBLIC

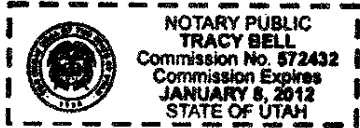
My Commission Expires:
2-4-15

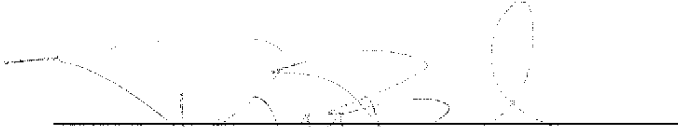
Residing At:
Salt Lake County



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

The foregoing instrument was acknowledged before me this 17th day of October, 2011, by R. Scott Deeds, Vice President of Zions First National Bank, a national banking association.





NOTARY PUBLIC

My Commission Expires:

JANUARY 5th 2012.

Residing At:

SALT LAKE CITY, UTAH

EXHIBIT A

REAL PROPERTY DESCRIPTION

The real property located in Salt Lake County, State of Utah, and more particularly described as follows:

Lot 1, WESTERN STATES LOT SPLIT PLAT, according to the official plat thereof on file and of record in the Salt Lake County Recorder's Office.

Together with a Right of Way more particularly described as:

BEGINNING at a point South 0°35' West 469.0 feet from the Corner No. XIII Horn Silver Survey, being North about 495 feet and West 840 feet from the Southeast corner of Section 1, Township 2 South, Range 1 West, Salt Lake Base and Meridian, running thence North 89°55' West 153.40 feet and South 0°36' West 583.40 feet to the true point of beginning; and running thence North 0°30' East 583.40 feet; thence North 00°35' East 469.0 feet; thence North 89°53" West 30.0 feet; thence South 0°35' West 469.0 feet; thence South 0°14' West 583.40 feet to a point of 30 feet West of the point of beginning; thence East 30.0 feet more or less to the point of BEGINNING.

Parcel ID No.: 21-01-476-021