

UT-MODIFICATION AMENDING SECURITY INSTRUMENT (RECORDABLE)

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

Wells Fargo Bank, National Association
Real Estate Portfolio Services
4643 S. Ulster Street, Suite 1400
Denver, CO 80237

Attn: Susan Rich
Loan No. 105820 and Loan No. 1005847

(Space Above For Recorder's Use)

MEMORANDUM OF SECOND MODIFICATION AGREEMENT

BOYER HEBER CITY, L.C., a Utah limited liability company ("**Trustor**") and WELLS FARGO BANK, NATIONAL ASSOCIATION (collectively with its successors or assigns, "**Beneficiary**") declare that they have entered into a modification agreement dated of even date herewith ("**Modification Agreement**"), wherein provision is made for (a) amendment of that certain Deed of Trust with Absolute Assignment of Leases and Rents, Security Agreement and Fixture Filing, dated as of March 28, 2008, executed by Trustor and Boyer Heber Land, as Trustor, to Landmark Title Company, as Trustee, for the benefit of Beneficiary, recorded on April 4, 2008, as Entry No. 334157 in Book 963 at Page 2397 in the Official Records of Wasatch County, Utah, as amended and modified by (i) that certain Modification Agreement Amending Deed of Trust with Absolute Assignment of Leases and Rents, Security Agreement and Fixture Filing, dated as of August 19, 2008 and recorded on August 27, 2008 as Entry No. 339554 in Book 973 at Page 748, (ii) that certain Additional Advance and Consolidation Agreement and Addendum to Deed of Trust (Short Form), dated as of December 10, 2008, and recorded December 12, 2008 as Entry No. 342843 in Book 979 at Page 308; (iii) that certain Memorandum of Twelfth Modification Agreement Amending Deed of Trust dated as of June 21, 2010 and recorded September 2, 2010 as Entry No. 362250 in Book 1020 at Page 1317; (iv) that certain Memorandum of Thirteenth Modification Agreement Amending Deed of Trust, dated as of September 28, 2010 and recorded on November 9, 2010, as Entry No. 364311 in Book 1025 at Page 29; (v) that certain Fifth Modification Agreement Amending Deed of Trust dated as of March 28, 2012, and recorded on March 30, 2012 as Entry No. 377578 in Book 1052 at Page 1428; and (vi) that certain Memorandum Of First Modification dated as of September 26, 2012, recorded on September 28, 2012 as Entry No. 382726 (as the same may be amended, modified, supplemented or replaced from time to time, "**Deed of Trust**") and/or (b) amendment of certain obligations secured by the Deed of Trust.

The Deed of Trust encumbers certain real property located in Wasatch County, Utah and more particularly described on Exhibit A attached hereto.

This instrument is a memorandum of the Modification Agreement, and the same is incorporated herein by this reference with the same effect and as though set forth herein in its entirety.

Without limiting the generality of the foregoing, Section 2.1(a) of the Deed of Trust is hereby deleted in its entirety and the following substituted therefor:

Payment to Beneficiary of all sums at any time owing under (i) that certain Fourth Amended and Restated Promissory Note Secured by Deed of Trust dated as of March 28, 2012, in

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the principal amount of TEN MILLION ONE HUNDRED NINETY-FIVE THOUSAND FOUR HUNDRED AND NO/100THS DOLLARS (\$10,195,400.00), executed by Trustor, as borrower, and payable to the order of Beneficiary, as lender; and (ii) that certain Amended and Restated Promissory Note Secured by Deed of Trust dated as of February 4, 2013 in the principal amount of SEVEN MILLION EIGHT HUNDRED THOUSAND AND NO/100THS DOLLARS (\$7,800,000.00), executed by Trustor, as borrower, and payable to the order of Beneficiary, as lender (collectively, the "Note"); and

Accordingly, the aggregate principal amount secured by the Deed of Trust shall hereafter be SEVENTEEN MILLION NINE HUNDRED NINETY-FIVE THOUSAND FOUR HUNDRED AND NO/100THS DOLLARS (\$17,995,400.00).

Dated as of: February 4, 2013

[Signature Pages to Follow]

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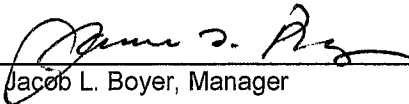
LOAN NO. 105820 and LOAN NO. 1005847

Signature Page for Trustor:

"TRUSTOR"

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

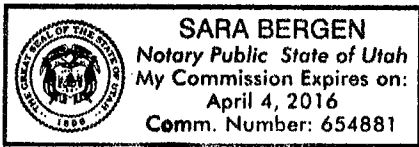
By: THE BOYER COMPANY, L.C.,
a Utah limited liability company
Its Manager

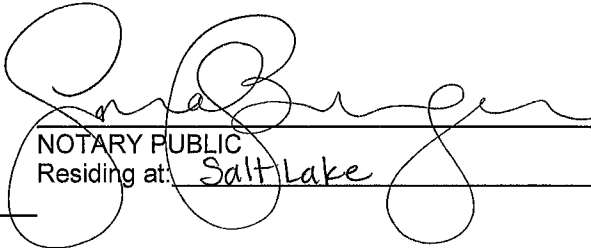
By: 

Jacob L. Boyer, Manager

STATE OF UTAH)
 :ss
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 5th day of February, 2013, by Jacob L. Boyer, Manager of The Boyer Company, L.C., a Utah limited liability company, Manager of Boyer Heber City, L.C., a Utah limited liability company.





NOTARY PUBLIC
Residing at: Salt Lake

My commission expires: April 4, 2016

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Signature Page for Beneficiary:

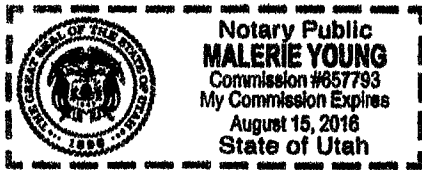
"BENEFICIARY"

WELLS FARGO BANK, NATIONAL ASSOCIATION

By Michael W. Asay, Vice President

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

The foregoing instrument was acknowledged before me this 8 day of February, 2013, by Michael W. Asay, Vice President of Wells Fargo Bank, National Association.



Malerie Young
NOTARY PUBLIC
Residing at: Salt Lake City

My commission expires: 8/15/16

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EXHIBIT A – LEGAL DESCRIPTION

Exhibit A to Memorandum of Second Modification Agreement between Wells Fargo Bank, National Association (collectively with its successors or assigns, "**Lender**"), and Boyer Heber City, L.C., a Utah limited liability company ("**Trustor**") dated as of February 4, 2013.

That certain real property located in Wasatch County, State of Utah, and more particularly 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 recorded August 20, 2008 as Entry No. 339276, in Book 972, at Page 2269 of the official records of the Wasatch County Recorder, Wasatch County, Utah.

(Tax Serial Nos.: 0VS-0003; 0VS-0004; 0VS-0005; 0VS-0006; 0VS-0007; 0VS-0008; 0VS-0009; 0VS-0010; 0VS-0011; 0VS-0012; 0VS-0013; 0VS-0014; 0VS-0015, 0VS-0017)

Parcel 2

Parcel 2A

Lots 1, 2, and 3 of VALLEY STATION 2 SUBDIVISION, according to the official plat thereof recorded December 14, 2009 as Entry No. 355116 in Book 1006, at Page 790 of the official records of the Wasatch County Recorder, Wasatch County, Utah.

(Tax Serial Nos.: 0VS-2001; 0VS-2002; 0VS-2003)

AND

Parcel 2B

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, more particularly described as follows:

Beginning at a point on the Southerly line of the Heber City/Wasatch County Flood Control Parcel as it exists at 45.00 foot width and the Northerly line of Lot 3 of the Valley Station 2 Subdivision as recorded in the office of the Wasatch County Recorder, said point being located 505.77 feet South 0°06'02" East along the Section line and 610.17 feet North 89°33'36" West from the Northeast corner of said Section 7, Township 4 South, Range 5 East, Salt Lake Base and Meridian, and running thence North 89°33'36" West 52.00 feet along the Northerly line of said Lot 3 to a point on the Southerly line of the said Heber City/Wasatch County Flood Control Parcel; thence North 0°26'24" East 21.00 feet; thence South 89°33'36" East 52.00 feet; thence South 0°26'24" West 21.00 feet to the point of beginning.

(Tax Serial No.: OHE-1572-5)