

WHEN RECORDED MAIL TO:
Ryan M. Spencer
Red Bridge Capital II LLC
6440 S. Wasatch Blvd., Suite 200
Salt Lake City, Utah 84121

01136538 B: 2582 P: 1727

Page 1 of 5

Rhonda Francis Summit County Recorder

07/14/2020 02:27:30 PM Fee \$40.00

By COTTONWOOD TITLE INSURANCE AGENCY, INC.
Electronically Recorded

File No.: 115032-LMF

**AMENDMENT TO
DEED OF TRUST, WITH ASSIGNMENT OF LEASES AND
RENTS, SECURITY AGREEMENT,
AND FIXTURE FILING**

In Reference to Tax ID Number(s):

KCRS-3, KCRS-4

RECORDING REQUESTED BY AND WHEN
RECORDED RETURN TO:

Ryan M. Spencer
Red Bridge Capital II LLC
6440 S. Wasatch Blvd., Suite 200
Salt Lake City, Utah 84121

**AMENDMENT TO
DEED OF TRUST, WITH ASSIGNMENT OF LEASES AND
RENTS, SECURITY AGREEMENT,
AND FIXTURE FILING**

This Third Amendment to Deed of Trust with Assignment of Leases and Rents, Security Agreement, and Fixture Filing (the "Amendment") is dated July 5, 2020, between **TRENT ** THIMMONS**, an individual with an address at 20 Kapuaimilia Place, Haiku, Hawaii 96708 (the "Owner"), and **RED BRIDGE CAPITAL II LLC**, a Utah limited liability company (the "Beneficiary"). ** KP Acquisitions, LLC, a Utah limited liability company

The Owner, as trustor, previously signed that certain Deed of Trust with Assignment of Leases and Rents, Security Agreement, and Fixture Filing dated July 3, 2019, to the trustee named therein for the benefit of the Beneficiary, as the beneficiary, which was recorded in the official records of Summit County, Utah, on July 5, 2019, as entry number 01113692 in book 2516 at page 0737 (the "Deed of Trust"), which encumbers certain real property located in Summit County, Utah, more particularly described in Exhibit A.

The Deed of Trust secures, among other things, repayment of a secured promissory note dated July 3, 2019, as modified by a Loan Modification Agreement dated April 5, 2020 (as amended, the "Note"), in the principal amount of up to \$3,600,000, which evidences financing extended by the Beneficiary to the Owner.

The Owner has requested that the Beneficiary modify and amend the Note to, among other things, modify the financing available to the Beneficiary pursuant to the terms of the Note to reflect a Loan (as defined in the Deed of Trust) of up to \$3,975,000 (the "Modified Loan Amount"). The Owner and the Beneficiary, among others, have entered into that certain Second Loan Modification Agreement dated contemporaneously with this Amendment. The Owner and the Beneficiary desire to enter into this Amendment to amend the Deed of Trust to secure repayment of the Modified Loan Amount.

The parties therefore agree as follows:

1. The definition of "Note" and "Secured Obligations" in the Deed of Trust are hereby modified and amended to reflect the Modified Loan Amount.

2. The Owner acknowledges and agrees that, as of the date of this Amendment, it has received adequate consideration in exchange for the execution of this Amendment and the amendments and modifications contained in this Amendment.

3. Except for the amendment above stated, the Deed of Trust remains in full force and effect, and the Deed of Trust is in all respects ratified, confirmed, and approved. All of the terms and conditions of the Deed of Trust are incorporated in this Amendment by reference.

4. This Amendment may be executed in any number of counterparts, each of which will be an original, but all of which will constitute one and the same instrument.

5. This Amendment will be governed by the laws of the state of Utah, without giving effect to its conflicts of laws provisions.

6. The Deed of Trust as modified by this Amendment is binding upon and inure to the benefit of the Owner, Trustee, and the Beneficiary and their respective successors and assigns.

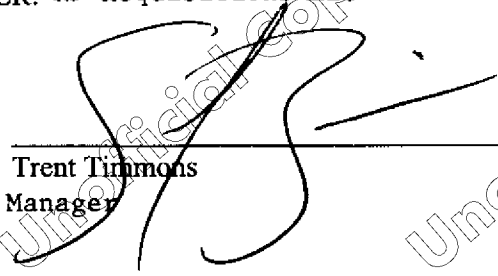
7. As amended by this Amendment, the Deed of Trust is ratified and confirmed and continues in full force and effect.

[Remainder of page intentionally left blank]

The parties have signed this Amendment to Deed of Trust with Assignment of Leases and Rents, Security Agreement, and Fixture Filing as of the date in the introductory paragraph.

OWNER: KP Acquisitions LLC

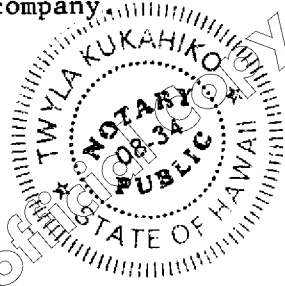
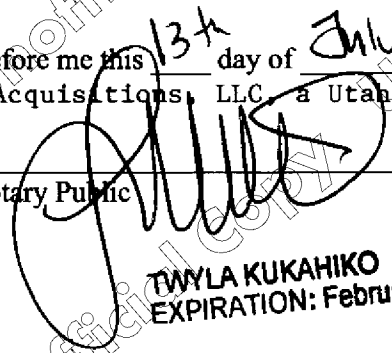
Trent Timmons
Manager



STATE OF Hawaii
COUNTY OF Mauai :ss)

The foregoing instrument was acknowledged before me this 13th day of July, 2020, by TRENT TIMMONS., a Manager of KP Acquisitions, LLC, a Utah limited liability company.

Notary Public



TWYLA KUKAHIKO
EXPIRATION: February 03, 2024

NOTARY CERTIFICATE, STATE OF HAWAII
Doc. Description/ID: Deed

Doc. Date: 7/13/20 Pages: 2
Name: Twyla Kukahiko 2nd Circuit
Notary Signature: [Signature] Cert. Date: 7/12/20

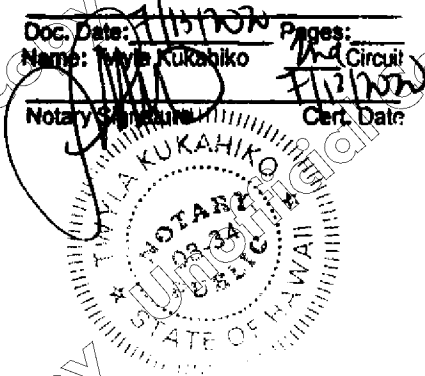


EXHIBIT A
PROPERTY DESCRIPTION

Lots 3 and 4, KING'S CROWN RE-SUBDIVISION, according to the official plat thereof as recorded in the office of the Summit County Recorder, State of Utah on May 16, 2018 as Entry No. 1091847.

Tax Id No.: KCRS-3 and KCRS-4