

This document prepared by
after recording return to:

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RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
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APN: 13-077-0113 //

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

THIS THIRD AMENDMENT TO DEED OF TRUST, ASSIGNMENT OF RENTS, SECURITY AGREEMENT AND FIXTURE FILING (this "*Amendment*") is made as of March 10, 2010, by LEX C. MCCORMICK, an individual, and BEVERLY E. MCCORMICK, an individual, whose joint mailing address is 2161 North 175 West, Clearfield, Utah 84015 (collectively, "*Trustor*"), MOUNTAIN VIEW TITLE & ESCROW COMPANY ("*Trustee*"), whose mailing address is 930 East Chambers St., Suite 3, South Ogden, Utah 84403, for the benefit of RED BRIDGE CAPITAL, LLC, a Utah limited liability company, its successors and assigns ("*Beneficiary*") whose mailing address is 6440 S. Wasatch Blvd. Suite 200, Salt Lake City, Utah 84121.

RECITALS:

A. Beneficiary has previously extended to CAMPUS BOOK RENTALS, L.L.C., a Utah limited liability company ("*Campus Book*"), a term loan in the original principal amount of SEVEN HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$750,000.00) (the "*Loan*") pursuant to that certain Term Loan Agreement, dated July 31, 2009 (as amended and modified from time to time, the "*Loan Agreement*"), and evidenced by that certain Promissory Note, also dated July 31, 2009 (as amended and modified from time to time, the "*Note*"). Capitalized terms used in this Agreement and not otherwise defined in this Amendment shall have the meanings given to such terms in the Loan Agreement.

B. The Loan is secured by, among other things, a Deed of Trust Assignment of Rents, Security Agreement, and Fixture Filing from Trustor, as trustor, and in favor of the trustee named therein for the benefit of Beneficiary, as beneficiary, dated July 31, 2009 (as amended and modified from time to time, the "*Deed of Trust*"), which encumbers certain real property more specifically described in Exhibit A hereto (the "*Property*" and together with the improvements located thereon, the "*Project*"). The Deed of Trust was recorded on August 10, 2009 as Document No. 2473927 in Book 4835, beginning on Page 375 in Davis County, Utah.

C. Trustor and Beneficiary previously modified and amended the Deed of Trust pursuant to that certain First Amendment to Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing dated October 9, 2009 and recorded in the official records of Davis County, Utah on October 19, 2009 as Entry No. 2487856 in Book 4883, beginning on Page 331 (the "*First Amendment*").

D. Pursuant to the terms of the First Amendment, Trustor and Beneficiary agreed, among other things, to provide for a reduction in the amount of the outstanding obligations under the Loan Documents secured by the Project upon the satisfaction of certain requirements set forth in the Amendment.

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COURTESY RECORDING

This document is being recorded solely as a courtesy and an accommodation to the parties named herein. First American Title Insurance Agency hereby expressly disclaims any responsibility or liability for the accuracy of the content thereof.

E. Subsequently, Campus Book, Lender, and Campus Book Rentals, Inc., a Delaware corporation ("*Borrower*") entered into that certain Assumption Agreement dated October 29, 2009 (the "*Assumption Agreement*") wherein Borrower assumed, without limitation, for the benefit of Lender and its assigns and agreed to be bound by, observe, and perform all past, present and future liabilities, terms, provisions, covenants and obligations of Campus Book to Lender, including, without limitation, all obligations arising under the Loan Agreement and Note.

F. In connection with the Assumption Agreement, Trustor executed that certain Second Amendment to Deed of Trust, Assignment of Rents, Security Agreement, and Fixture Filing dated October 29, 2009 and recorded in the official records of Davis County, Utah on November 23, 2009 as Entry No. 2495144 in Book 4907, beginning on Page 293 (the "*Second Amendment*"), which, among other things, amended the Deed of Trust to secure Borrower's obligations to Lender.

G. In connection with this Amendment, Borrower intends to make a principal payment to Lender in the amount of \$750,000.00 (the "*Principal Payment*"), which will reduce the principal outstanding balance of the Loan to \$500,000.00.

H. Borrower has now requested that Lender further modify and amend the Loan Documents to provide for the following: (i) upon receipt of the Principal Payment to disburse additional loan proceeds in the amount of One Million and No/100 Dollars (\$1,000,000.00) and thereby increase the Loan Amount from \$1,250,000.00 to \$1,500,000.00, and (ii) to delete all ability to reduce the obligations secured by the Deed of Trust.

I. Beneficiary is willing to so modify the Deed of Trust and other Loan Documents, subject to certain the terms and conditions.

AGREEMENT:

NOW THEREFORE, in consideration of the covenants contained herein, and the covenants and agreements contained in the Amendment, and other good and valuable consideration, the parties hereto amend and modify the Deed of Trust as follows:

1. **Recitals.** Trustor hereby acknowledges the accuracy of the Recitals which are incorporated herein by reference.

2. **Amendments to Deed of Trust.**

(a) Increased Loan Amount. The definition of "Loan" found on Page 3 of the Deed of Trust is hereby amended to increase the amount of the "Loan" to **ONE MILLION FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$1,500,000.00)**. The definition of "Obligations" also found on Page 3 of the Deed of Trust shall include the amended definition of "Loan" together with all other items, as set forth in the original recorded Deed of Trust.

(b) Reduction in Maximum Amount Secured. **Section 7.21** of the Deed of Trust is hereby deleted in its entirety.

(c) Misc. Provision. **Section 1.23** of the Deed of Trust is hereby deleted in its entirety.

3. **Conforming Modifications.** Each of the Loan Documents is modified to be consistent herewith and to provide that it shall be a default or an Event of Default thereunder if Trustor shall fail to comply with any of the covenants herein.

4. **References.** Each reference in the Loan Documents to any of the Loan Documents shall be a reference to such document as modified herein.

5. **Ratification of Deed of Trust.** As amended by this Amendment, the Deed of Trust is ratified and confirmed and continue in full force and effect. The Deed of Trust, as modified herein, shall be binding upon and inure to the benefit of Trustor and Beneficiary, and their respective successors and assigns.


6. **Governing Law.** The validity of this Amendment and the construction, interpretation, and enforcement hereof, and the rights of the parties hereto with respect to all matters arising hereunder or related hereto, shall be determined under, governed by, and construed in accordance with the laws of the State of Utah without giving effect to conflict of laws principles (regardless of the location, residence, domicile or place of business of Trustor or any constituent principal thereof or the location of any collateral).

7. **Counterparts.** This Amendment may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same document. Signature pages may be detached from the counterparts and attached to a single copy of this Amendment to physically form one document.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, Trustor has executed this Amendment as of the date first above written.

Trustor: 
LEX C. MCCORMICK, an individual


BEVERLY E. MCCORMICK, an individual

Beneficiary:

RED BRIDGE CAPITAL, LLC,
a Utah limited liability company

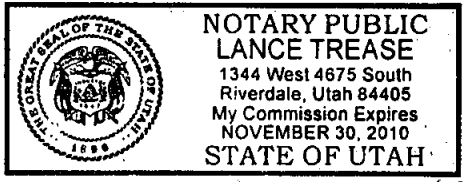
By: **CHEROKEE & WALKER MANAGEMENT, LLC,**
a Utah limited liability company, its manager

By: _____
Name: Shane R. Peery
Title: Manager

By: _____
Name: Paul K. Erickson
Title: Manager

STATE OF Utah)
 : ss.
County of Weber)

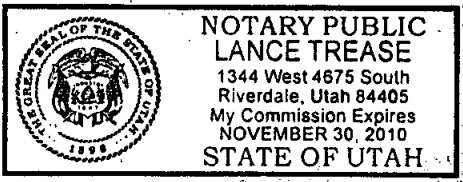
The foregoing instrument was acknowledged before me this 11 day of March, 2010, by LEX C. MCCORMICK, an individual.



Lance Trease
NOTARY PUBLIC

STATE OF Utah)
 : ss.
County of Weber)

The foregoing instrument was acknowledged before me this 11 day of March, 2010, by BEVERLY E. MCCORMICK, an individual.



Lance Trease
NOTARY PUBLIC

IN WITNESS WHEREOF, Trustor has executed this Amendment as of the date first above written.

Trustor:

~~LEX C. MCCORMICK, an individual~~

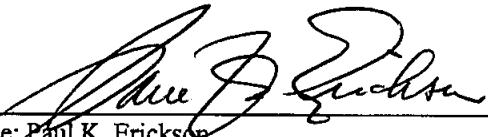
~~BEVERLY E. MCCORMICK, an individual~~

Beneficiary:

RED BRIDGE CAPITAL, LLC,
a Utah limited liability company

By: **CHEROKEE & WALKER MANAGEMENT, LLC,**
a Utah limited liability company, its manager

By: 
Name: Shane R. Peery
Title: Manager

By: 
Name: Paul K. Erickson
Title: Manager

STATE OF Utah)
COUNTY OF Salt Lake)
:SS

The foregoing instrument was acknowledged before me this 10th day of March, 2010, by SHANE R. PEERY, a Manager of CHEROKEE & WALKER MANAGEMENT, LLC, a Utah limited liability company, the Manager of RED BRIDGE CAPITAL, LLC, a Utah limited liability company, on behalf of such company.

Kerri McCullough
Notary Public

My commission expires:

8/11/12



STATE OF Utah)
COUNTY OF Salt Lake)
:SS

The foregoing instrument was acknowledged before me this 10th day of March, 2010, by PAUL K. ERICKSON, a Manager of CHEROKEE & WALKER MANAGEMENT, LLC, a Utah limited liability company, the Manager of RED BRIDGE CAPITAL, LLC, a Utah limited liability company, on behalf of such company.

Kerri McCullough
Notary Public

My commission expires:

8/11/12



EXHIBIT A
Description of Premises

That certain real property owned by Trustor and situated in Davis County, State of Utah and described as follows:

BEGINNING 65 RODS SOUTH AND 50 FEET WEST OF THE NORTHEAST CORNER OF SECTION 26, TOWNSHIP 5 NORTH, RANGE 2 WEST, SALT LAKE MERIDIAN, U.S. SURVEY; THENCE WEST 390 FEET; THENCE SOUTH 14.50 FEET; THENCE WEST 58.25 FEET TO THE EAST LINE OF EVES GARDEN #5; THENCE SOUTH 0 DEG 02 MIN EAST 150.5 FEET; THENCE EAST 448.25 FEET TO THE WEST LINE OF A HIGHWAY; THENCE NORTH 165 FEET TO BEGINNING.

EXCEPTING THEREFROM THAT PART OF THE ABOVE DESCRIBED PROPERTY INCLUDED WITHIN THE FOLLOWING: APART OF THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 5 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT WHICH IS NORTH 89 DEG 56 MIN 08 SEC WEST 498.25 FEET AND NORTH 0 DEG 02 MIN WEST 1269.65 FEET FROM THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 26, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF LOT 28, EVES' GARDEN SUBDIVISION NO.5; AND RUNNING THENCE NORTH 0 DEG 02 MIN WEST 277.49 FEET ALONG THE EAST LINE OF SAID SUBDIVISION TO A POINT WHICH IS 1107 FEET SOUTH FROM THE NORTH LINE OF SAID SECTION 26; THENCE NORTH 89 DEG 58 MIN EAST 105.00 FEET; THENCE SOUTH 0 DEG 02 MIN EAST 137.49 FEET; THENCE NORTH 89 DEG 58 MIN EAST 65 FEET; THENCE SOUTH 0 DEG 02 MIN EAST 140 FEET; THENCE SOUTH 89 DEG 58 MIN WEST 170.0 FEET TO THE POINT OF BEGINNING.

SUBJECT TO: A 20 FOOT RIGHT OF WAY FOR INGRESS AND EGRESS DESCRIBED AS FOLLOWS: BEGINNING AT A POINT WHICH IS SOUTH 0 DEG 02 MIN EAST 1107 FEET AND SOUTH 89 DEG 58 MIN WEST 498.25 FEET FROM THE NORTHEAST QUARTER OF SAID SECTION 26, SAID POINT BEING ON THE EAST LINE OF EVES' GARDEN NO.5 SUBDIVISION AND RUNNING THENCE NORTH 0 DEG 02 MIN WEST 20 FEET; THENCE NORTH 89 DEG 58 MIN EAST 448.25 FEET TO THE WEST LINE OF U.S. HIGHWAY 91; THENCE SOUTH 0 DEG 02 MIN EAST 20 FEET ALONG SAID HIGHWAY; THENCE SOUTH 89 DEG 58 MIN WEST 448.25 FEET TO THE POINT OF BEGINNING.

Tax ID ¹³ ~~#~~-077-0113