

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

ENT 163390:2020 PG 1 of 4
Jeffery Smith
Utah County Recorder
2020 Oct 20 09:56 AM FEE 40.00 BY SW
RECORDED FOR First American Title Insurance Company
ELECTRONICALLY RECORDED

**THIRD 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 October 16, 2020, between HAWKMOON LLC, a Utah limited liability company with an address at 285 South Main Street, Salem, Utah 84653 (the "**Owner**"), and RED BRIDGE CAPITAL II LLC, a Utah limited liability company (the "**Beneficiary**").

The Owner, as trustor, previously signed that certain Deed of Trust, with Assignment of Leases and Rents, Security Agreement, and Fixture Filing dated February 12, 2018, to the trustee named therein for the benefit of the Beneficiary, as the beneficiary, which was recorded in the official records of Utah County, Utah, on February 14, 2018, as entry number 15265, which was amended by the Amendment to Deed of Trust, with Assignment of Leases and Rents, Security Agreement, and Fixture Filing dated February 15, 2019, which was recorded in the official records of the Utah County Recorder, state of Utah, on February 20, 2019, as entry number 13647:2019, and which was further amended by the Second Amendment to Deed of Trust, with Assignment of Leases and Rents, Security Agreement, and Fixture Filing dated August 26, 2019, which was recorded in the official records of the Utah County Recorder, state of Utah, on August 29, 2019, as entry number 83816:2019 (as amended, the "**Deed of Trust**"), which encumbers certain real property located in Utah County, Utah, more particularly described in Exhibit A.

The Deed of Trust secures, among other things, repayment of a secured promissory note dated February 12, 2018 (as amended, the "**Note**"), in the principal amount of \$3,650,000 (later increased to \$4,700,000), 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 \$5,200,000 (the "**Modified Loan Amount**"). The Owner and the Beneficiary, among others, have entered into that certain Loan Modification Agreement dated contemporaneously with this Amendment. The Owner and the

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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.

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EXHIBIT A

LEGAL DESCRIPTION

That certain real property owned by the Owner and situated in the Utah County, state of Utah and described as follows:

COMMENCING AT A POINT LOCATED NORTH 89°30'25" EAST ALONG THE SECTION LINE 1791.83 FEET AND NORTH 444.69 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 24, TOWNSHIP 9 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN; THENCE ALONG A FENCE LINE AS FOLLOWS: NORTH 6°04'05" EAST 230.32 FEET; NORTH 6°44'16" EAST 244.57 FEET; NORTH 7°13'33" EAST 234.32 FEET; NORTH 87°39'46" WEST 178.41 FEET; NORTH 87°22'31" WEST 190.42 FEET; NORTH 9°54'24" WEST 272.27 FEET; NORTH 9°23'21" WEST 225.04 FEET; NORTH 83°9'25" WEST 351.98 FEET; NORTH 84°26'20" WEST 151.99 FEET; NORTH 6°15'48" WEST 128.02 FEET; NORTH 6°08'48" WEST 155.54 FEET; NORTH 5°35'45" WEST 486.17 FEET; NORTH 89°48'50" EAST 176.35 FEET; SOUTH 89°58'45" EAST 249.14 FEET; SOUTH 87°13'22" EAST 66.95 FEET; SOUTH 89°42'06" EAST 264.67 FEET; SOUTH 89°01'03" EAST 147.31 FEET; SOUTH 89°06'59" EAST 184.09 FEET; NORTH 83°39'02" EAST 15.03 FEET; SOUTH 88°54'54" EAST 372.21 FEET; SOUTH 14°20'21" EAST 459.84 FEET; SOUTH 14°26' 52" EAST 509.58 FEET; NORTH 88°23'12" EAST 87.27 FEET; SOUTH 0°18'20" EAST 356.47 FEET; SOUTH 0°29'48" EAST 396.60 FEET; SOUTH 72°10'46" WEST 240.04 FEET; SOUTH 69°24'25" WEST 119.55 FEET; SOUTH 68°29'12" WEST 208.77 FEET; SOUTH 67°23'24" WEST 312.60 FEET; SOUTH 67°45'57" WEST 40.42 FEET TO THE POINT OF BEGINNING.