

Tax Serial Number:  
66-527-0004

RECORDATION REQUESTED BY:  
Goldenwest Federal Credit Union  
5025 South Adams Ave  
Ogden, UT 84403

WHEN RECORDED MAIL TO:  
Goldenwest Federal Credit Union  
5025 South Adams Ave  
Ogden, UT 84403

SEND TAX NOTICES TO:  
TERRA BASIN, LLC  
475 NORTH 300 WEST #204  
KAYSVILLE, UT 84037

FOR RECORDER'S USE ONLY

7-641981

## MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated January 23, 2019, is made and executed between TERRA BASIN, LLC, whose address is 475 NORTH 300 WEST #204, KAYSVILLE, UT 84037 ("Trustor") and Goldenwest Federal Credit Union, whose address is 5025 South Adams Ave, Ogden, UT 84403 ("Lender").

DEED OF TRUST. Lender and Trustor have entered into a Deed of Trust dated May 18, 2018 (the "Deed of Trust") which has been recorded in UTAH County, State of Utah, as follows:

CONSTRUCTION DEED OF TRUST DATED MAY 18, 2018 AND RECORDED ON MAY 22, 2018 AS ENTRY NO. 47594 IN THE OFFICE OF THE UTAH COUNTY RECORDER.

REAL PROPERTY DESCRIPTION. The Deed of Trust covers the following described real property located in UTAH County, State of Utah:

Lot 4, Springville Marketplace, a commercial subdivision, according to the official plat thereof on file and of record in the office of the Utah County Recorder.

The Real Property or its address is commonly known as 1101 WEST 400 SOUTH, SPRINGVILLE, UT 84663. The Real Property tax identification number is 66-527-0004.

MODIFICATION. Lender and Trustor hereby modify the Deed of Trust as follows:

CHANGE FROM A CONSTRUCTION LOAN TO A LONG TERM LOAN; CHANGE FROM MONTHLY INTEREST ONLY PAYMENTS TO MONTHLY PRINCIPAL AND INTEREST PAYMENTS; PRINCIPAL BALANCE INCREASED TO \$1,960,605.00.

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Deed of Trust shall remain unchanged and in full force and effect. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Deed of Trust as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Deed of Trust (the "Note"). It is the intention of Lender to retain as liable all parties to the Deed of Trust and all parties, makers and endorsers to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Deed of Trust does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the

**MODIFICATION OF DEED OF TRUST  
(Continued)**

Loan No: 2700998.05

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non-signing person consents to the changes and provisions of this Modification or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.

TRUSTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF DEED OF TRUST AND TRUSTOR AGREES TO ITS TERMS. THIS MODIFICATION OF DEED OF TRUST IS DATED JANUARY 23, 2019.

TRUSTOR:

TERRA BASIN, LLC

By: [Signature]  
DAVID E. ADAMS II, Member of TERRA BASIN, LLC

By: [Signature]  
J. STUART ADAMS, Manager of TERRA BASIN, LLC

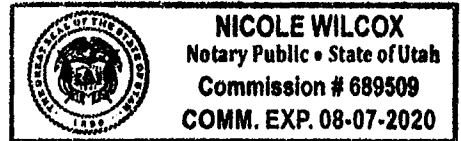
LENDER:

GOLDENWEST FEDERAL CREDIT UNION

X [Signature]  
Authorized Officer

**LIMITED LIABILITY COMPANY ACKNOWLEDGMENT**

STATE OF Utah )  
 ) SS  
COUNTY OF Davis )



On this 23rd day of January, 2019, before me, the undersigned Notary Public, personally appeared DAVID E. ADAMS II, Member of TERRA BASIN, LLC and J. STUART ADAMS, Manager of TERRA BASIN, LLC, and known to me to be members or designated agents of the limited liability company that executed the Modification of Deed of Trust and acknowledged the Modification to be the free and voluntary act and deed of the limited liability company, by authority of statute, its articles of organization or its operating agreement, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute this Modification and in fact executed the Modification on behalf of the limited liability company.

By Nicole Wilcox  
Notary Public in and for the State of UT

Residing at Davis, UT  
My commission expires 08-07-2020

MODIFICATION OF DEED OF TRUST  
(Continued)

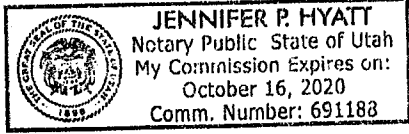
Loan No: 2700998.05

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LENDER ACKNOWLEDGMENT

STATE OF Utah  
COUNTY OF Wasatch

)  
) SS  
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On this 23rd day of January, 20 19, before me, the undersigned Notary Public, personally appeared David V. Beatty and known to me to be the VP Commercial Lending, authorized agent for Goldenwest Federal Credit Union that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of Goldenwest Federal Credit Union, duly authorized by Goldenwest Federal Credit Union through its board of directors or otherwise, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this said instrument and in fact executed this said instrument on behalf of Goldenwest Federal Credit Union.

By [Signature]  
Notary Public in and for the State of Utah

Residing at Laeta  
My commission expires 10-16-20