

RECORDATION REQUESTED BY:

Byline Bank
10 N Martingale Road
Suite 160
Schaumburg, IL 60173
Attn: Loan Operations Department

WHEN RECORDED MAIL TO:

Byline Bank
10 N. Martingale Rd.
Suite 160
Schaumburg, IL 60173
Attn: PCE Team

Tax ID No.: 27-29-452-009

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

This AMENDMENT TO DEED OF TRUST WITH ASSIGNMENT OF RENTS, SECURITY AGREEMENT AND FIXTURE FILING (the "*Amendment*") is made effective as of August __, 2023, by and among COLTON JORGENSON, an individual, and HAILEY JORGENSON, an individual (collectively, "*Trustor*"), and BYLINE BANK, an Illinois banking corporation ("*Beneficiary*").

RECITALS:

A. Beneficiary has extended a loan (the "*Loan*") to KCJ Management Limited Company, a Utah limited liability company ("*KCJ*"), HRJ Management Gonzales, LLC, a Louisiana limited liability company ("*HRJ*"), and PRJ Management Denham Springs, LLC ("*PRJ*"), and together with KCJ and HRJ, collectively, "*Borrower*") in the original maximum principal amount of up to **SEVEN HUNDRED TWENTY THOUSAND AND NO/100 DOLLARS (\$720,000.00)** pursuant to that certain Loan Agreement dated April 21, 2023, by and between Borrower and Beneficiary (as amended, the "*Loan Agreement*"), and evidenced by a U.S. Small Business Administration Note dated April 21, 2023, in the original principal amount of the Loan executed by Borrower in favor of Beneficiary (as amended, the "*Note*"). Capitalized terms used herein without definition shall have the meanings given to such terms in the Modification (defined below) or, if not defined therein, the Loan Agreement.

B. The Loan is secured by, among other things, a Deed of Trust with Assignment of Rents, Security Agreement and Fixture Filing (together with any modifications and amendments, the "*Deed of Trust*") executed by Trustor, as trustor, to the trustee named therein for the benefit of Beneficiary, as beneficiary, dated April 21, 2023, and recorded on May 31, 2023, as Document No. 14112234 in the official records of Salt Lake County, Utah. The Deed of Trust encumbers certain real property located in Salt Lake County, Utah, as more particularly described on **Exhibit A** attached hereto (the "*Property*").

C. Pursuant to that certain First Amendment to Loan Agreement of even date herewith (the "*Modification*"), Trustor, Borrower, and Beneficiary have agreed to modify and amend the Loan Agreement, Note, and other Loan Documents to, among other things, reduce the amount of the Loan to **FIVE HUNDRED FORTY-FIVE THOUSAND AND NO/100 DOLLARS (\$545,000.00)**.

D. Concurrently with the modification of the Loan and Loan Documents, pursuant to the Modification, Trustor and Beneficiary desire to amend the Deed of Trust as more particularly set forth herein.

NOW, THEREFORE, in consideration of the covenants and conditions contained herein and in the Loan Documents, the parties agree as follows:

1. Accuracy of Recitals. Trustor hereby acknowledges the accuracy of the foregoing Recitals which are incorporated herein by this reference.

2. Notice of Amendment: Amendment of Deed of Trust.

(a) Notice is hereby given that the Loan Agreement, Note, Deed of Trust and other Loan Documents have been amended and modified pursuant to the Modification. The Deed of Trust is hereby modified, to the extent necessary, to be consistent with the Modification.

(b) Reduction in Loan Amount. The Deed of Trust is hereby amended to reflect that the maximum principal amount of the Loan is decreased by **ONE HUNDRED SEVENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$175,000.00)**, from **SEVEN HUNDRED TWENTY THOUSAND AND NO/100 DOLLARS (\$720,000.00)** to a new Loan amount of **FIVE HUNDRED FORTY-FIVE THOUSAND AND NO/100 DOLLARS (\$545,000.00)**. All references to the maximum principal amount of the Note secured by the Deed of Trust, including, without limitation, the definition of "Note" on page 3 of the Deed of Trust, are hereby amended to reflect the reduced maximum principal amount of **FIVE HUNDRED FORTY-FIVE THOUSAND AND NO/100 DOLLARS (\$545,000.00)**.

3. Not a Novation. The parties each agree and acknowledge that the Modification and the modifications set forth herein are not intended to be a novation or to constitute or evidence a new loan but rather a continuation of the existing Loan, and the lien and charge of the Deed of Trust against the Property and all assets and properties described in the Deed of Trust shall continue unabrogated and in full force and effect.

4. Ratification of Deed of Trust and Assignment of Rents. As amended by this Amendment, the Deed of Trust is ratified and confirmed and continues in full force and effect and contains the entire understanding and agreement of the parties in respect of the Deed of Trust and supersedes all prior representations, warranties, agreements and understandings. 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. No provision of this Amendment may be changed, discharged, supplemented, terminated or waived except in a writing signed by Beneficiary.

5. Release and Discharge. Trustor fully, finally, and forever releases and discharges Beneficiary and its respective successors, assigns, directors, officers, employees, agents, and representatives from any and all known actions, causes of action, claims, debts, demands, liabilities, obligations, and suits, of whatever kind or nature, in law or equity, that Trustor has (a) in respect of the Loan, the Loan Documents, or the actions or omissions of Beneficiary in respect of the Loan, or the Loan Documents and (b) arising from events occurring prior to the date of this Amendment.

6. Governing Law. This Amendment shall be governed by the laws of the State of Utah without regard to its conflicts of laws principles.

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.

8. Miscellaneous. Except for the amendment above stated, all of the conditions and covenants of the Deed of Trust shall remain in full force effect, unchanged, 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 herein by reference.

9. Binding 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.

[Remainder of Page Intentionally Left Blank]

State of ~~Utah~~ Louisiana)
County of Livingston) ss.

On this 5th day of Sept, in the year 2023, before me Colton Jorgenson, a notary public, personally appeared **COLTON JORGENSEN**, an individual, proved on the basis of satisfactory evidence to be the person whose name is subscribed to in this document, and acknowledged he executed the same.

J. Caillouet
Notary Signature

(Notary Seal)

OFFICIAL SEAL
JENI CAILLOUET
NOTARY PUBLIC
NOTARY # 151366
STATE OF LOUISIANA
COMMISSION IS FOR LIFE

State of ~~Utah~~ Louisiana)
County of Livingston) ss.

On this 5th day of Sept, in the year 2023, before me Hailey Jorgenson, a notary public, personally appeared **HAILEY JORGENSEN**, an individual, proved on the basis of satisfactory evidence to be the person whose name is subscribed to in this document, and acknowledged she executed the same.

J. Caillouet
Notary Signature

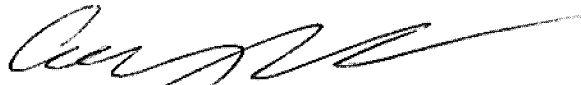
(Notary Seal)

OFFICIAL SEAL
JENI CAILLOUET
NOTARY PUBLIC
NOTARY # 151366
STATE OF LOUISIANA
COMMISSION IS FOR LIFE

[Signatures and Acknowledgments Continue on Next Page]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the day and year first above written.

“TRUSTOR”



COLTON JORGENSEN, an individual




HAILEY JORGENSEN, an individual

[Acknowledgments on Next Page]

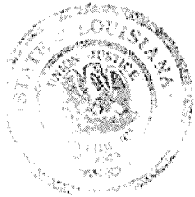
(Signature page to Amendment to Deed of Trust)

State of ~~Utah~~ Louisiana)
County of Livingston) ss.

On this 5th day of Sept, in the year 2023, before me Colton Jorgenson, a notary public, personally appeared **COLTON JORGENSEN**, an individual, proved on the basis of satisfactory evidence to be the person whose name is subscribed to in this document, and acknowledged he executed the same.


Notary Signature

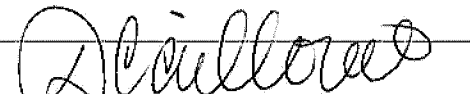
(Notary Seal)



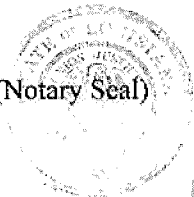
OFFICIAL SEAL
JENI CAILLOUET
NOTARY PUBLIC
NOTARY # 151366
STATE OF LOUISIANA
MY COMMISSION IS FOR LIFE

State of ~~Utah~~ Louisiana)
County of Livingston) ss.

On this 5th day of Sept, in the year 2023, before me Hailey Jorgenson, a notary public, personally appeared **HAILEY JORGENSEN**, an individual, proved on the basis of satisfactory evidence to be the person whose name is subscribed to in this document, and acknowledged she executed the same.


Notary Signature

(Notary Seal)



OFFICIAL SEAL
JENI CAILLOUET
NOTARY PUBLIC
NOTARY # 151366
STATE OF LOUISIANA
MY COMMISSION IS FOR LIFE
[Signatures and Acknowledgments Continue on Next Page]

BYLINE BANK
an Illinois banking corporation

By: [Signature]
Name: VICE PRESIDENT
Title: LAMAR PERNA

"Beneficiary"

STATE OF ILLINOIS
County of COOK : ss.

The foregoing instrument was acknowledged before me this 18th day of ~~August~~ SEPTEMBER, 2023, by RITA VELEZ, a ~~POST OFFICE~~ TEAM LEAD of **BYLINE BANK**, an Illinois banking corporation, on behalf of such entity.

[Seal] **"OFFICIAL SEAL"**
RITA VELEZ
Notary Public, State Of Illinois
My Commission Expires 09/21/2024
Commission No. 840225

[Signature]
Notary Public

EXHIBIT A
PROPERTY DESCRIPTION

The following described property is located in Salt Lake County, State of Utah:

Lot 25, RIVERTON MEADOWS, according to the official plat thereof on file and of record in the Salt Lake County Recorder's office, recorded August 19, 1971 as Entry No. 2404553 in Book JJ at Page 79.

Exhibit A

4886-6165-0042