

THIS INSTRUMENT PREPARED BY:
The Bank of Commerce
624 Jensen Grove Drive
Blackfoot ID 832210000

AFTER RECORDING RETURN TO:
The Bank of Commerce
624 Jensen Grove Drive
Blackfoot ID 832210000

(Space Above This Line For Recording Data)

LOAN NUMBER: 4013813662

MODIFICATION AGREEMENT - DEED OF TRUST

THIS MODIFICATION AGREEMENT ("Agreement") is made this 22nd day of March, 2023, between CX HOLDINGS INC., an Idaho Corporation, whose address is 1034 KIMBALL LANE, BANCROFT, Idaho 83217 ("Grantor"), and The Bank of Commerce whose address is 624 Jensen Grove Drive, Blackfoot, Idaho 83221 ("Lender").

The Bank of Commerce and Grantor entered into a Deed of Trust dated March 14, 2022 and INSTRUMENT NO. 33709:2022, records of County of Utah, State of Utah ("Deed of Trust"). The Deed of Trust covers the following described real property:

Address: SOUTHWEST AND WEST QUARTER CORNER OF SECTION 4, T, 8S, R, 3E, SLB&M; SOUTHWEST CORNER OF SECTION 3, T, 8S, R, 3E, SLB&M; EAST QUARTER CORNER SECTION 5, T, 8S, R, 3E, SLB&M; WEST QUARTER CORNER SECTION 4, T, 8S, R, 3E, SLB&M, SPRINGVILLE, Utah 84663-0000

Legal Description: SEE EXHIBIT "A" WHICH IS ATTACHED HERETO AND MADE A PART HEREOF. WATER STOCK: 51.5 SHARES OF WATER STOCK IN THE SPRINGVILLE IRRIGATION COMPANY

It is the express intent of the Grantor and Lender to modify the terms and provisions set forth in the Deed of Trust. Grantor and Lender hereby agree to modify the Deed of Trust as follows:

- A PROMISSORY NOTE OR OTHER AGREEMENT NO. 4013813662, DATED MARCH 14, 2022, FROM GRANTOR TO LENDER, WITH A LOAN AMOUNT OF \$1,100,000.00 AND MATURING ON MARCH 15, 2024.

Grantor and Lender agree that the Deed of Trust including such changes, modifications, and amendments as set forth herein, shall remain in full force and effect with respect to each and every term and condition thereof and nothing herein contained shall in any manner affect the lien of the Deed of Trust on the Property. Nothing contained herein shall in any way impair the Deed of Trust or the security now held for the indebtedness thereunder, or alter, waive, annul, vary, or affect any provision, term, condition, or covenant therein, except as herein provided, nor affect or impair any rights, powers, privileges, duties, or remedies under the Deed of Trust it being the intent of Grantor and Lender that the terms and provisions thereof shall continue in full force and effect, except as specifically modified herein. Nothing in this Agreement shall constitute a satisfaction of the promissory note or notes, or other credit agreement or agreements secured by the Deed of Trust.



Lender's consent to this Agreement does not waive Lender's right to require strict performance of the Deed of Trust modified above, nor obligate Lender to make any future modifications. Any guarantor or cosigner shall not be released by virtue of this Agreement.

If any Grantor who signed the original Deed of Trust does not sign this Agreement, then all Grantors signing below acknowledge that this Agreement is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Agreement 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.

This Agreement shall be binding upon the heirs, successors, and assigns with respect to parties hereto. Whenever used, the singular shall include the plural, the plural, the singular, and the use of any gender shall be applicable to all genders.

ORAL AGREEMENTS DISCLAIMER. This Agreement represents the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.

By signing below, Grantor and Lender acknowledge that they have read all the provisions contained in this Agreement, and that they accept and agree to its terms.

CX HOLDINGS INC.

Reed Wright Crandall 3-22-23
By: REED WRIGHT CRANDALL Date
Its: PRESIDENT

Craig Childs Crandall 03-23-2023
By: CRAIG CHILDS CRANDALL Date
Its: VICE PRESIDENT

Keith Craig Crandall 3-22-23
By: KEITH CRAIG CRANDALL Date
Its: VICE PRESIDENT/SECRETARY



BUSINESS ACKNOWLEDGMENT

STATE OF IDAHO)
)
COUNTY OF Bannock)

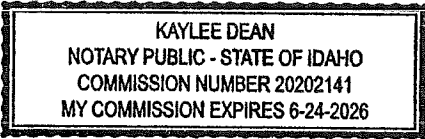
On this the 22nd of March, 2023, before me, Kaylee Dean, a Notary Public, personally appeared REED WRIGHT GRANDALL, PRESIDENT on behalf of CX HOLDINGS INC., an Idaho Corporation, to me personally known or who having proven to me on the basis of satisfactory evidence to be the person whose name is subscribed within this instrument and who acknowledged that he/she holds the position set forth and that he/she being authorized to do so, executed the foregoing instrument for the purpose therein contained, by signing the name of the Corporation by himself/herself as PRESIDENT of CX HOLDINGS INC.. In witness whereof, I hereunto set my hand and official seal.

My commission expires: 6-24-2026 Kaylee Dean

residing at
Pocatello, ID 83204

Identification Number

(Official Seal)



BUSINESS ACKNOWLEDGMENT

STATE OF IDAHO)
)
COUNTY OF Bannock)

On this the 22nd of March, 2023 before me, Kaylee Dean, a Notary Public, personally appeared CRAIG CHILDS CRANDALL, VICE PRESIDENT on behalf of CX HOLDINGS INC., an Idaho Corporation, to me personally known or who having proven to me on the basis of satisfactory evidence to be the person whose name is subscribed within this instrument and who acknowledged that he/she holds the position set forth and that he/she being authorized to do so, executed the foregoing instrument for the purpose therein contained, by signing the name of the Corporation by himself/herself as VICE PRESIDENT of CX HOLDINGS INC.. In witness whereof, I hereunto set my hand and official seal.

My commission expires: 6-24-2026

Kaylee Dean

residing at
Pocatello, ID 83204

Identification Number

(Official Seal)



BUSINESS ACKNOWLEDGMENT

STATE OF IDAHO)

COUNTY OF Bannock)

On this the 22nd of March, 2023, before me, Kaylee Dean, a Notary Public, personally appeared KEITH CRAIG CRANDALL, VICE PRESIDENT/SECRETARY on behalf of CX HOLDINGS INC., an Idaho Corporation, to me personally known or who having proven to me on the basis of satisfactory evidence to be the person whose name is subscribed within this instrument and who acknowledged that he/she holds the position set forth and that he/she being authorized to do so, executed the foregoing instrument for the purpose therein contained, by signing the name of the Corporation by himself/herself as VICE PRESIDENT/SECRETARY of CX HOLDINGS INC.. In witness whereof, I hereunto set my hand and official seal.

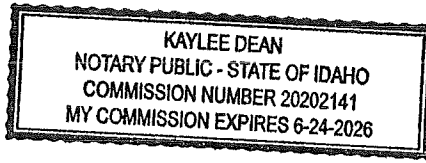
My commission expires: 6-24-2026

Kaylee Dean

residing at Pocatello, ID 83204

Identification Number

(Official Seal)



LENDER: The Bank of Commerce

By: Justin R. Hokanson 3/24/23 Date
Its: Executive Vice President

BUSINESS ACKNOWLEDGMENT

STATE OF IDAHO)
COUNTY OF BINGHAM)

On this the 24th day of March 2023, before me, Erin Adams, a Notary Public, personally appeared Justin R. Hokanson, Executive Vice President on behalf of The Bank of Commerce, a(n) Community Bank, to me personally known or who having proved to me on the basis of satisfactory evidence to be the person whose name is subscribed within this instrument and who acknowledged that he/she holds the position set forth and that he/she being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the Lender by himself/herself as Executive Vice President of The Bank of Commerce, and that the foregoing instrument is the voluntary act and deed of the Lender.

In witness whereof, I hereunto set my hand and official seal.

My commission expires: 03/06/2027

Erin Adams

residing at
Blackfoot
Idaho

(Official Seal)

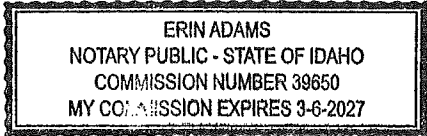


EXHIBIT "A"

File Number: 23847

Parcel 1 (Tax ID No. 26:024:0001)

Commencing at the Southwest Quarter corner of Section 4, T. 8S, R. 3E, SLB&M; thence North 1.03 Chains; thence North 71°00'00" East 1.4 Chains; thence North 33°00'00" East 2.6 Chains; thence North 62°30'00" West 1.42 Chains; thence North 17°00'00" East 2.88 Chains; thence North 2°00'00" West 1.6 Chains; thence North 54°00'00" East 10.2 Chains; thence North 72°15'00" East 10.95 chains; thence South 2°35'16" West 1287.87 feet; thence West 4.55 chains; thence South 2°20'00" West 5.3 chains; thence West 10.77 chains; thence North 372.5 feet; thence West 282.5 feet; thence South 372.5 feet; thence West 16.5 feet; thence North 6.78 chains to point of beginning.

Parcel 2 (Tax ID No. 26:025:0001)

Commencing North 21.03 chains from the Southwest corner Section 4, T. 8S, R. 3E, SLB&M; North 71°00'00" East 1.4 chains; North 33°00'00" East 2.6 chains; North 62°00'00" West 1.42 chains; North 17°00'00" East 2.88 chains; North 02°00'00" West 1.6 chains; North 53°00'00" East 1.03 chains; North 70°00'00" West 1.66 chains; South 60°00'00" West 1.47 chains; South 7.4 chains to beginning.

Parcel 3 (Tax ID No. 26:025:0004)

Commencing at the West Quarter corner of Section 4, T. 8S, R. 3E, SLB&M; South 236.9 feet; East 365.5 feet; North 05°15'00" East 240 feet; West 389.4 feet to beginning.

Parcel 4 (Tax ID No. 26:025:0005)

Commencing North 1904.55 feet and West 12.55 feet from the Southwest corner of Section 3, T 8S, R. 3E, SLB&M; North 551.98 feet; East 549.98 feet; North 05°30'00" East 623.68 feet; East 216.32 feet; North 04°00'58" East 4.24 feet; East 263.27 feet; North 1.82 feet; North 88°22'53" East 2.03 feet; South 516.2 feet; East 334.64 feet; South 08°07'00" West 100.18 feet; South 72°15'00" West 857.54 feet; South 54°30'00" West 518.09 feet; South 46°59'59" West 90 feet; North 70°00'00" West 110 feet to beginning.

Parcel 5 (Tax ID No. 26:043:0035)

Commencing South 1320 feet from the East Quarter corner Section 5, T. 8S, R. 3E, SLB&M; West 452.53 feet; North 1326.81 feet; South 89°08'19" East 452.58 feet; South 1320 feet to beginning.

Parcel 6 (Tax ID No. 26:025:0006)

Commencing North 1082.08 feet and East 456.43 feet from the West Quarter corner Section 4, T. 8S, R. 3E, SLB&M; East 201.95 feet; South 05°30'00" West 168.96 feet; South 89°00'00" East 229.78 feet; South 04°00'58" West 472.85 feet; West 20.33 feet; South 05°30'02" West 17.02 feet; North 89°00'00" West 221.75 feet; South 05°30'00" West 623.68 feet; West 197.99 feet; North 05°15'00" East 1283.66 feet; South 72°00'47" East 1.7 feet to beginning.

Parcel 7 (Tax ID No. 26:028:0049)

Commencing North 440.09 feet and East 1104.65 feet from the West Quarter corner of Section 4, T. 8S, R. 3E, SLB&M; North 88°22'50" East 20.93 feet; South 05°29'54" West 4.18 feet; North 88°22'48" East 251.68 feet; South 176.4 feet; East 111.48 feet; South 08°07'00" West 346.59 feet; West 334.64 feet; North 00°01'01" East 515.97 feet to beginning.

RC *ccc* *ll*