

Amendment to Trust Deed Page 1 of 4
Russell Shirts Washington County Recorder
07/20/2020 04:47:40 PM Fee \$124.00 By FIRST
AMERICAN TITLE INSURANCE COMPANY - NCS
DENVER

**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

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

This First Amendment to Deed of Trust with Assignment of Leases and Rents, Security Agreement, and Fixture Filing (the "Amendment") is dated June 17, 2020, between SANT PACIFIC, INC., a Utah corporation with an address at 5284 S. Commerce Drive, Suite C-274, Murray, Utah 84107 (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 December 17, 2018, to the trustee named therein for the benefit of the Beneficiary, as the beneficiary, which was recorded in the official records of Washington County, Utah, on December 20, 2018, as doc. id. 20180050269 (as amended, the "Deed of Trust"), which encumbers certain real property located in Washington County, Utah, more particularly described in exhibit A.

The Deed of Trust secures, among other things, repayment of a secured promissory note dated December 17, 2018, as modified by a Loan Modification Agreement dated December 17, 2019, and the Second Loan Modification dated March 17, 2020 (as amended, the "Note"), in the principal amount of up to \$4.3 million, 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 up to \$4.8 million (the "Modified Loan Amount"). The Owner and the Beneficiary, among others, have entered into that certain Third Loan Modification Agreement dated contemporaneously with this Amendment. The Owner and the 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:

First American Title Insurance
National Commercial Services
NCS- 934993UT-E CO

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.

[Remainder of page intentionally left blank]

The parties have signed this First Amendment to Deed of Trust with Assignment of Leases and Rents, Security Agreement, and Fixture Filing as of the date in the introductory paragraph.

OWNER:

SANT PACIFIC, INC.

By: 

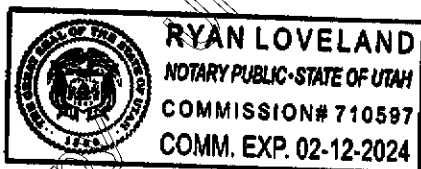
Name: Richard C. Bennion

Title: President and Chairman of the Board

STATE OF UTAH

COUNTY OF SALT LAKE (SS)

The foregoing instrument was acknowledged before me this 9 day of July, 2020, by RICHARD C. BENNION, the president and chairman of the board of Sant Pacific, Inc.




Notary Public

EXHIBIT A
LEGAL DESCRIPTION

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

Real property in the City of LaVerkin City, County of Washington, State of Utah, described as follows:

All of Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54 and 55, SUNSET VIEW ESTATES, according to the Official Plat thereof, on file and of record in the Office of the Washington County Recorder, State of Utah.

TAX PARCEL NUMBERS:

Lot 1 #0993525	Lot 20 #0993710	Lot 38 #0993897
Lot 2 #0993532	Lot 21 #0993727	Lot 39 #0993905
Lot 3 #0993549	Lot 22 #0993734	Lot 40 #0993912
Lot 4 #0993556	Lot 23 #0993741	Lot 41 #0993929
Lot 5 #0993563	Lot 24 #0993758	Lot 42 #0993936
Lot 7 #0993587	Lot 25 #0993765	Lot 43 #0993943
Lot 8 #0993594	Lot 26 #0993772	Lot 44 #0993950
Lot 9 #0993602	Lot 27 #0993789	Lot 45 #0993967
Lot 10 #0993619	Lot 28 #0993796	Lot 48 #0993998
Lot 11 #0993626	Lot 29 #0993804	Lot 49 #0994009
Lot 12 #0993633	Lot 30 #0993811	Lot 50 #0994016
Lot 13 #0993640	Lot 31 #0993828	Lot 51 #0994023
Lot 14 #0993657	Lot 32 #0993835	Lot 52 #0994030
Lot 15 #0993664	Lot 33 #0993842	Lot 53 #0994047
Lot 16 #0993671	Lot 34 #0993859	Lot 54 #0994054
Lot 17 #0993688	Lot 35 #0993866	Lot 55 #0994061
Lot 18 #0993695	Lot 36 #0993873	
Lot 19 #0993703	Lot 37 #0993880	