

When Recorded Return To:

SNELL & WILMER L.L.P.  
One Arizona Center  
Phoenix, Arizona 85004-2202  
Attention: Therese Buchanan

TIN 51-690-0201 THROUGH 51-690-0231; 51-691-0242 <sup>through 51-691-0250</sup>  
Recorder's Use

FIRST AMENDMENT TO CONSTRUCTION DEED OF TRUST AND FIXTURE FILING  
(WITH ASSIGNMENT OF RENTS AND SECURITY AGREEMENT)

DATE: As of December 20, 2021

PARTIES:

Trustor: CND-RESOURCES, LLC, a Texas limited liability company

Trustor's  
Address: 1111 North Post Oak Road, Houston, Texas 77055

Trustee: COTTONWOOD TITLE INSURANCE AGENCY, INC.

Trustee's  
Address: 1996 East 6400 South, Suite 120, Salt Lake City, Utah 84121

Beneficiary: WESTERN ALLIANCE BANK

Beneficiary's  
Address: One East Washington Street  
14<sup>th</sup> Floor  
Phoenix, Arizona 85004

RECITALS:

A. Trustor executed that certain Construction Deed of Trust and Fixture Filing (With Assignment of Rents and Security Agreement) dated July 1, 2021, by Trustor for the benefit of Beneficiary and recorded on July 1, 2021, as Instrument No. 117972:2021, official records of Utah County, Utah (the "Deed of Trust"), which secures indebtedness in the original maximum principal amount of up to \$3,016,071 (the "Loan"), made pursuant to that certain Loan Agreement dated as of July 1, 2021, by Trustor and Beneficiary (as amended from time to time, the "Loan Agreement").

B. Trustor and Beneficiary are entering into a First Modification Agreement of even date herewith in order to, among other things, increase the maximum principal amount of the Loan to \$4,442,741 and desire to amend the Deed of Trust to, among other things, increase the

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principal amount of the Loan secured thereby and to add additional real property to the lien and encumbrance of the Deed of Trust.

NOW, THEREFORE, in consideration of the premises and promises hereafter set forth, the parties hereto agree as follows:

AGREEMENTS:

1. Accuracy of Recitals. Trustor hereby acknowledges the accuracy of the foregoing Recitals.

2. Amendments to Deed of Trust. The Deed of Trust is amended as follows:

(i) Secured Obligations. Paragraph (a) on page 4 of the Deed of Trust is hereby amended in its entirety and restated as follows:

(a) payment of indebtedness in the total principal amount of up to \$4,442,741 ("Loan"), with interest thereon, evidenced by that certain Amended and Restated Secured Promissory Note (Loan – Line of Credit) dated December ~~20~~, 2021 (as the same may be amended, modified, extended, renewed or replaced from time to time, the "Note") executed by Trustor pursuant to that certain Loan Agreement (Residential) of even date herewith by and between Trustor, as borrower, and Beneficiary, as lender (as it may be amended, modified, extended, and renewed from time to time, the "Loan Agreement"). The Loan Agreement contains a provision providing for a variable rate of interest on the Loan;

(ii) Legal Description. The legal description attached as Exhibit A to the Deed of Trust is hereby amended to add the property described on Exhibit A to this First Amendment to Deed of Trust, which real property will be subject to the lien and encumbrance of the Deed of Trust. Nothing herein releases any property from the Deed of Trust.

3. Miscellaneous. Except for the amendments above stated, all of the remaining 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.

4. Counterparts. This First Amendment to Deed of Trust may be executed in any number of counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

[SIGNATURE PAGES FOLLOW]



IN WITNESS WHEREOF, the parties have executed this First Amendment to Deed of Trust as of the day and year first above written.

CND-RESOURCES, LLC, a Texas limited liability company

By: DM Weekley, Inc., a Delaware corporation, its Manager

By: [Signature]  
Name: Heather Humphrey  
Title: Chief Financial Officer

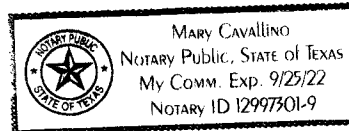
STATE OF TX )  
County of Harris ) ss.

On this 16 day of December, in the year 2021, before me MARY CAVALLINO, a notary public, personally appeared Heather Humphrey, of DM Weekley, Inc., a Delaware corporation, the manager of CND-RESOURCES, LLC, a Texas limited liability company, on behalf of said limited liability company.

[Signature]  
Notary Public

My commission expires:

9.25.22  
Notary Signature



WESTERN ALLIANCE BANK, an Arizona corporation

By: Jenna White  
Name: Jenna White  
Title: Vice President

“Beneficiary”

STATE OF ARIZONA       )  
  ) ss  
County of Maricopa       )

The foregoing instrument was acknowledged before me this 16<sup>th</sup> day of December, 2021, by Jenna White, Vice President of WESTERN ALLIANCE BANK, an Arizona corporation, on behalf of the corporation.

Kristy Allen  
Notary Public

My commission expires:

December 2, 2024

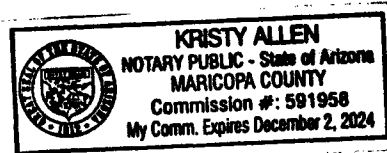


EXHIBIT A

Lots 201 through 231, inclusive, RIDGEVIEW PLAT "C", Planned Unit Development, according to the official plat thereof, as recorded in the office of the Utah County Recorder, State of Utah.

ALSO:

Lots 242 through 250, inclusive, RIDGEVIEW PLAT "D", Planned Unit Development, according to the official plat thereof, as recorded in the office of the Utah County Recorder, State of Utah.

ALSO:

An easement for the nonexclusive use and enjoyment of the Common Area and Facilities, as set forth and defined in that certain Master Declaration of Covenants, Conditions, and Restrictions, and Reservation of Easements for Ridgeview recorded June 22, 2021 as Entry No. 111864:2021 in the office of the Utah County Recorder.