



\*W3284684\*

WHEN RECORDED, MAIL TO:  
Kirton McConkie  
Attn: Loyal C. Hulme  
50 East South Temple, Suite 400  
Salt Lake City, Utah 84111

E# 3284684 PG 1 OF 5  
Leann H. Kilts, WEBER COUNTY RECORDER  
25-May-23 0256 PM FEE \$40.00 DEP SLV  
REC FOR: FIRST AMERICAN TITLE - LEGEND HIL  
ELECTRONICALLY RECORDED

APNs:

19-008-0015

6188641

(space above for recorder's use only)

**AMENDMENT TO TRUST DEED WITH POWER OF SALE AND ASSIGNMENT OF RENTS**

**THIS AMENDMENT TO TRUST DEED WITH POWER OF SALE AND ASSIGNMENT OF RENTS** (this "*Amendment*") is made as of May 25, 2023, by **SPB VENTURES II, LLC**, a Utah limited liability company, as "*Trustor*", and **CACHE PRIVATE CAPITAL DIVERSIFIED FUND, LLC**, a Nevada limited liability company, as "*Beneficiary*", with respect to the following Recitals:

**RECITALS**

A. The Trustor entered into that certain Promissory Note dated September 29, 2021 (the "*Original Note*") payable to HILL FIELD INVESTMENTS, LTD, a Utah limited liability company ("*Assignor*"), in the original principal amount of \$3,200,000.00 (the "*Original Loan*").

B. In connection with the execution and delivery of the Original Note and the making of the Original Loan, Trustor executed that certain Trust Deed With Power of Sale and Assignment of Rents dated September 29, 2021, in favor of Mountain View Title and Escrow, Inc., as trustee, for the benefit of Assignor, which Trust Deed was recorded with the Weber County Recorder on September 30, 2021 as document number 3187569 (the "*Original Trust Deed*" and, together with the Original Note and all other documents executed and delivered in connection therewith evidencing or securing the Original Loan, the "*Original Loan Documents*").

C. The Trust Deed encumbers the real property described on Exhibit A to the Original Trust Deed and certain other rights and property as more fully set forth therein.

D. Immediately prior hereto, Assignor assigned all of its right title and interest in and to the Original Loan Documents to Beneficiary, including its rights as "Beneficiary" under the Original Trust Deed (the "*Assignment*").

E. In connection with the Assignment, Beneficiary has agreed to increase the loan to Trustor under the Loan Documents, to be evidenced by, among other things, an Amended and Restated Promissory Note dated of even date herewith in the amount of Seven Million Four Hundred Fifty-Seven Thousand and No/100 Dollars (\$7,457,000.00) made by Trustor payable to Beneficiary (the "*New Note*"), such New Note amending and restating in its entirety the Original Note.

F. Trustor and Beneficiary desire that the New Note be secured in part by the Original Trust Deed, as amended by this Amendment.

G. Accordingly, Trustor and Beneficiary now desire to amend the Original Trust Deed as set forth below

**AGREEMENT**

NOW THEREFORE, in consideration of the foregoing Recitals, the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Incorporation of Recitals**. The Recitals to this Amendment are fully incorporated herein by this reference thereto with the same force and effect as though restated herein.

2. **Reserved**.

3. **Amendment to Deed of Trust**. Clause (1) of the paragraph captioned “FOR THE PURPOSE OF SECURING:” on page 1 of the Original Trust Deed is deleted in its entirety and replaced with the following:

“(1) payment of indebtedness and all other lawful charges evidenced by that certain Amended and Restated Promissory Note dated as of May 24, 2023, in the principal sum of Seven Million Four Hundred Fifty-Seven Thousand and No/100 Dollars (\$7,457,000.00), made by Trustor, payable to the Beneficiary or order at the times, in the manner and with interest as therein set forth, and any extensions and/or renewals or modifications thereof, plus any draws against any Letter of Credit (as defined in the Loan Agreement);”

4. **Reaffirmation of Obligations**. Trustor hereby acknowledges, ratifies and reaffirms its obligations under the Original Trust Deed as amended by this Amendment. No other provision of the Original Trust Deed shall be deemed to be inconsistent with this Amendment.

[Signatures Follow]

IN WITNESS WHEREOF, Trustor and Beneficiary have executed this Amendment as of the date first above written.

TRUSTOR:

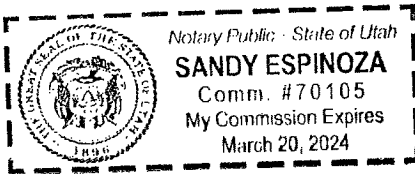
SPB VENTURES II, LLC,  
a Utah limited liability company

By: \_\_\_\_\_  
Name: PAI BURNS  
Its: Authorized Signer

STATE OF UTAH                    )  
  ) : ss.  
COUNTY OF DAVIS            )

On May 14, 2023, personally appeared before me PAI BURNS, the Authorized Signer of SPB VENTURES II, LLC, who duly acknowledged to me that s/he executed the same on behalf of such entity.

Sandy Espinoza  
Notary Public




[[signatures continue on following page]

IN WITNESS WHEREOF, Trustor, Assignor and Beneficiary have executed this Amendment as of the date first above written.

**BENEFICIARY:**

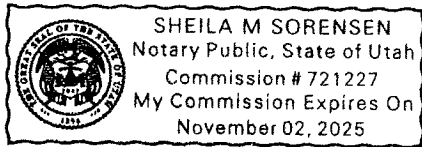
CACHE PRIVATE CAPITAL DIVERSIFIED  
FUND, LLC, a Nevada limited liability company

By: Cache Private Capital Management LLC  
Its: Manager

By:   
Name: Kellen Jones  
Its: President

STATE OF UTAH )  
 ) : ss.  
COUNTY OF UTAH )

On May 23, 2023, personally appeared before me Kellen Jones, the President of Cache Private Capital Management LLC, the manager of CACHE PRIVATE CAPITAL DIVERSIFIED FUND, LLC, who duly acknowledged to me that he executed the same on behalf of such entity.



  
Notary Public

**EXHIBIT A**  
**REAL PROPERTY**

PARCEL 1:

DESCRIBED AS FOLLOWS: PART OF THE EAST HALF OF SECTION 20, TOWNSHIP 7 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN. BEGINNING AT SOUTHEAST CORNER OF SAID SECTION 20, AND RUNNING THENCE SOUTH 90 DEGREES WEST 2640 FEET; THENCE NORTH 0 DEGREES EAST 4785; THENCE NORTH 90 DEGREES EAST 908 FEET THENCE SOUTH 12 DEG 40 MIN EAST 822.24 THENCE SOUTH 87 DEG 55 MIN EAST 562 FEET; THENCE SOUTH 0 DEG 53 MIN EAST 1322.42 FEET; THENCE NORTH 90 DEG EAST 969.68 FEET THENCE SOUTH 0 DEGREES EAST 2640.08 FEET TO THE POINT OF BEGINNING.

PARCEL 1A:

TOGETHER WITH AND SUBJECT TO 30 FOOT RIGHT OF WAY EASEMENT MORE PARTICULARLY DESCRIBED AS: BEGINNING AT A POINT BEING A PK NAIL IN THE ASPHALT IN 3600 WEST STREET REPRESENTING THE EAST QUARTER CORNER OF SECTION 20, TOWNSHIP 7 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING:

THENCE SOUTH 0°53'44" WEST 30.00 FEET ALONG THE QUARTER SECTION LINE; THENCE NORTH 89°17'08" WEST 1057.14 FEET;

THENCE NORTH 0°42'52" EAST 30.00 FEET TO THE QUARTER SECTION LINE;

THENCE SOUTH 89°17'08" EAST 1057.23 FEET ALONG THE QUARTER SECTION LINE TO THE POINT OF BEGINNING.

LESS AND EXCEPTING:

BEGINNING AT A POINT ON THE QUARTER SECTION LINE, SAID POINT BEING NORTH 89°17'08" WEST 987.23 FEET ALONG THE QUARTER SECTION LINE FROM A PK NAIL IN THE ASPHALT IN 3600 WEST STREET REPRESENTING THE EAST QUARTER CORNER OF SECTION 20, TOWNSHIP 7 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE NORTH 89°17'08" WEST 1666.29 FEET ALONG THE QUARTER SECTION LINE TO A 2" STEEL POST REPRESENTING THE CENTER OF SECTION 20, TOWNSHIP 7 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN; THENCE NORTH 0°56'47" EAST 2123.22 FEET ALONG A FENCE LINE REPRESENTING THE QUARTER SECTION LINE TO A FENCE "T", SAID POINT BEING SOUTH 0°56'47" WEST 509.77 FEET ALONG THE QUARTER SECTION LINE FROM A WEBER COUNTY BRASS CAP REPRESENTING THE NORTH QUARTER CORNER OF SECTION 20, TOWNSHIP 7 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN;

THENCE SOUTH 89°19'18" EAST 921.21 FEET ALONG A FENCE LINE TO A FENCE CORNER, THENCE SOUTH 13°09'26" EAST 819.48 FEET ALONG A FENCE LINE TO A FENCE LINE; THENCE SOUTH 86°49'48" EAST 562.23 FEET ALONG A FENCE LINE TO A FENCE CORNER, THENCE SOUTH 1°40'04" WEST 1304.30 FEET ALONG A FENCE LINE TO THE QUARTER SECTION LINE, BEING POINT OF BEGINNING.