

**Tax Serial Number:**

14-017-0128 as to Parcel 1; 14-017-0129 as to Parcel 2; 14-017-0265 as to Parcel 3; 14-017-0264 as to Parcel 4; 14-017-0278 as to Parcel 5

**RECORDATION REQUESTED BY:**

Zions Bancorporation, N.A. dba Zions First National Bank  
Retail - Heber City  
20 North Main  
PO Box 248  
Heber City, UT 84032

**WHEN RECORDED MAIL TO:**

Zions Bancorporation, N.A. dba Zions First National Bank  
Enterprise Loan Operations UT SLSC 1970  
PO Box 25007  
Salt Lake City, UT 84125-0007

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**FOR RECORDER'S USE ONLY**

## **MODIFICATION OF DEED OF TRUST**

**THIS MODIFICATION OF DEED OF TRUST** dated August 27, 2021, is made and executed between RBAK Ventures, LLC, whose address is 1054 East 300 North, American Fork, UT 84003 ("Trustor") and Zions Bancorporation, N.A. dba Zions First National Bank, whose address is Retail - Heber City, 20 North Main, PO Box 248, Heber City, UT 84032 ("Lender").

**DEED OF TRUST.** Lender and Trustor have entered into a Deed of Trust dated December 24, 2015 (the "Deed of Trust") which has been recorded in Utah County, State of Utah, as follows:

**December 24, 2015 as Entry No. 166597**

**REAL PROPERTY DESCRIPTION.** The Deed of Trust covers the following described real property located in Utah County, State of Utah:

See the exhibit or other description document which is attached to this Modification and made a part of this Modification as if fully set forth herein.

The Real Property or its address is commonly known as 1054 East 300 North, American fork,

**MODIFICATION OF DEED OF TRUST**

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UT 84003. The Real Property tax identification number is 14-017-0128 as to Parcel 1; 14-017-0129 as to Parcel 2; 14-017-0265 as to Parcel 3; 14-017-0264 as to Parcel 4; 14-017-0278 as to Parcel 5 .

**MODIFICATION.** Lender and Trustor hereby modify the Deed of Trust as follows:

The principal amount of the Note is increased pursuant to the terms of that certain Change in Terms dated November 13, 2018, reflecting a total principal amount of \$1,000,000.00.

**CONTINUING VALIDITY.** Except as expressly modified above, the terms of the original Deed of Trust shall remain unchanged and in full force and effect. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Deed of Trust as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Deed of Trust (the "Note"). It is the intention of Lender to retain as liable all parties to the Deed of Trust and all parties, makers and endorsers to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Deed of Trust does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification 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.

**DOCUMENT IMAGING.** Lender shall be entitled, in its sole discretion, to image or make copies of all or any selection of the agreements, instruments, documents, and items and records governing, arising from or relating to any of Borrower's loans, including, without limitation, this document and the Related Documents, and Lender may destroy or archive the paper originals. The parties hereto (i) waive any right to insist or require that Lender produce paper originals, (ii) agree that such images shall be accorded the same force and effect as the paper originals, (iii) agree that Lender is entitled to use such images in lieu of destroyed or archived originals for any purpose, including as admissible evidence in any demand, presentment or other proceedings, and (iv) further agree that any executed facsimile (faxed), scanned, or other imaged copy of this document or any Related Document shall be deemed to be of the same force and effect as the original manually executed document.

**TRUSTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF DEED OF TRUST AND TRUSTOR AGREES TO ITS TERMS. THIS MODIFICATION OF DEED OF TRUST IS DATED AUGUST 27, 2021.**

**MODIFICATION OF DEED OF TRUST**

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TRUSTOR:

RBAK VENTURES, LLC


By:

  
\_\_\_\_\_  
Kyle Standifird, Manager of RBAK Ventures, LLC

LENDER:

ZIONS BANCORPORATION, N.A. DBA ZIONS FIRST NATIONAL  
BANK

x

  
\_\_\_\_\_  
Authorized Officer

**MODIFICATION OF DEED OF TRUST**

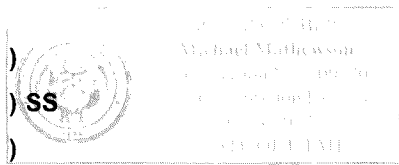
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**LIMITED LIABILITY COMPANY ACKNOWLEDGMENT**

STATE OF UTAH

COUNTY OF UTAH



On this 15 day of SEPTEMBER, 20 21, before me, the undersigned Notary Public, personally appeared **Kyle Standifird, Manager of RBAK Ventures, LLC**, and known to me to be a member or designated agent of the limited liability company that executed the Modification of Deed of Trust and acknowledged the Modification to be the free and voluntary act and deed of the limited liability company, by authority of statute, its articles of organization or its operating agreement, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Modification and in fact executed the Modification on behalf of the limited liability company.

By Michael Mathewson

Residing at HEBER CITY

Notary Public in and for the State of UTAH

My commission expires 05/04/2022

MODIFICATION OF DEED OF TRUST

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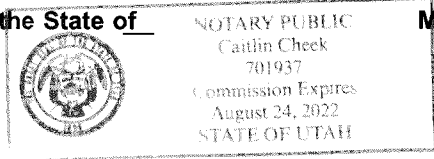
LENDER ACKNOWLEDGMENT

STATE OF Utah )
COUNTY OF Wasatch ) SS

On this 15th day of September, 2021, before me, the undersigned Notary Public, personally appeared Michael Matheson and known to me to be the SVP, authorized agent for Zions Bancorporation, N.A. dba Zions First National Bank that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of Zions Bancorporation, N.A. dba Zions First National Bank, duly authorized by Zions Bancorporation, N.A. dba Zions First National Bank through its board of directors or otherwise, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this said instrument and in fact executed this said instrument on behalf of Zions Bancorporation, N.A. dba Zions First National Bank.

By Caitlin Cheek Residing at Heber City, UT

Notary Public in and for the State of



My commission expires Aug 24, 2022

## Exhibit A

PARCEL 1:

Commencing 553.2 feet South and 942.9 feet East of the West quarter corner of Section 18, Township 5 South, Range 2 East, Salt Lake Base and Meridian, thence North 89 deg. 26' West 126.23 feet; thence South 1 deg. 32'41" East 267.71 feet; thence North 86 deg. 54'47" East 25 feet; thence South 1 deg. 32'23" East 89.71 feet; thence North 86 deg. 55'15" East 88.6 feet; thence North 0 deg. 31'0" East 351.13 feet to the beginning.

Parcel No.: 14-017-0128

PARCEL 2:

Commencing South 814.95 feet and East 940.55 feet from the West quarter corner of Section 18, Township 5 South, Range 2 East, Salt Lake Base and Meridian, thence North 89 deg. 51'35" East 3.05 feet; thence South 00 deg. 31'02" West 88.04 feet; thence South 86 deg. 55'15" West 3.06 feet; thence North 00 deg. 31'00" East 88.2 feet to the point of beginning.

Parcel No.: 14-017-0129

PARCEL 3:

Commencing at a point located South 553.2 feet and East 1107.9 feet from the West quarter corner of Section 18, Township 5 South, Range 2 East, Salt Lake Base and Meridian, thence South 0 deg. 31'0" West 123.3 feet; thence West 165.0 feet; thence North 0 deg. 31'0" East 6.67 feet; thence North 89 deg. 14'49" East 8.43 feet; thence North 0 deg. 26'56" West 111.11 feet; thence North 89 deg. 49'42" West 6.56 feet; thence North 0 deg. 31'0" East 7.01 feet; thence South 89 deg. 26'0" East 165 feet to the point of beginning.

Parcel No.: 14-017-0265

## Exhibit A

PARCEL 4:

A parcel of land in fee, being part of an entire tract of property, situated in the NW ¼ SW ¼ of Section 18, Township 5 South, Range 2 East, Salt Lake Base and Meridian. The boundaries of said land are described as follows:

Beginning at the intersection of the Southerly right of way line of 300 North Street, American Fork City, Utah and a fence line, which point is 558.61 feet South 00 deg. 25'13" East along the section line and 945.31 feet East from the West quarter corner of said Section 18; and running thence South 00 deg. 26'56" East 111.11 feet along said fence line to a fence corner; thence South 89 deg. 14'49" West 8.43 feet along a fence line to the Westerly boundary line of said entire tract; thence North 00 deg. 30'55" East 111.24 feet along said boundary line to said Southerly right of way line; thence South 89 deg. 49'42" East 6.56 feet along said right of way line to the point of beginning.

Parcel No.: 14-017-0264

PARCEL 5:

Commencing South 814.95 feet and East 940.55 feet from the West quarter corner of Section 18, Township 5 South, Range 2 East, Salt Lake Base and Meridian, thence North 89 deg. 51'35" East, 154.24 feet; thence South 01 deg. 19'52" West, 118.15 feet; thence South 89 deg. 31'32" West, 149.53 feet; thence North 00 deg. 31'00" East, 30.99 feet; thence South 86 deg. 55'15" West 3.05 feet; thence North 00 deg. 31'00" East, 88.16 feet to the point of beginning.

Less and excepting therefrom the following property disclosed by a Warranty Deed recorded August 10, 2015 as Entry No. 72113:2015, as follows:

Basis of bearing: Utah State Plane Bearings:

Beginning at a point which is located 933.97 feet South and 942.55 feet East of the West quarter corner of Section 18, Township 5 South, Range 2 East, Salt Lake Base and Meridian, City of American Fork, State of Utah, and run thence North 00 deg. 31'00" East 30.99 feet; thence North 89 deg. 31'32" East 57.74 feet; thence South 00 deg. 28'24" East 30.99 feet to the Northeast corner of Lot 14, Country Meadow Estates Subdivision Plat A; thence South 89 deg. 31'32" West along the North line of Lot 14, Country Meadow Estates Subdivision, Plat A, 58.27 feet to the point of beginning.

Also less and excepting:

Commencing South 814.95 feet and East 940.55 feet from the West quarter corner of Section 18, Township 5 South, Range 2 East, Salt Lake Base and Meridian, thence North 89 deg. 51'35" East 3.05 feet; thence South 00 deg. 31'02" West 88.04 feet; thence South 86 deg. 55'15" West 3.06 feet; thence North 00 deg. 31'00" East 88.2 feet to the point of beginning.

Parcel No. 14:017:0278