

This document prepared by
after recording return to:

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Salt Lake City, Utah 84101

75993 - DF
76000 - DF

**AMENDMENT TO DEED OF TRUST,
ASSIGNMENT, SECURITY AGREEMENT AND
FIXTURE FILING**

THIS AMENDMENT TO DEED OF TRUST, ASSIGNMENT OF RENTS, SECURITY AGREEMENT AND FIXTURE FILING (this "*Amendment*") is made effective as of April 24, 2015, by **RIDGEPOINT HOLDINGS, LLC**, a Utah limited liability company ("*Trustor*"), **COTTONWOOD TITLE INSURANCE AGENCY, INC.**, ("*Trustee*"), for the benefit of **RED BRIDGE CAPITAL II LLC**, a Utah limited liability company, its successors and assigns ("*Beneficiary*").

RECITALS:

A. Beneficiary has previously extended to Trustor a term loan in the original principal amount of TWO HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$250,000.00) (the "*Loan*") pursuant to that certain Term Loan Agreement dated March 31, 2015 (as amended and modified from time to time, the "*Loan Agreement*"), and evidenced by that certain Promissory Note, also dated March 31, 2015 (as amended and modified from time to time, the "*Note*"). Capitalized terms used in this Agreement and not otherwise defined in this Amendment shall have the meanings given to such terms in the Loan Agreement.

B. The Loan is secured by, among other things, a Deed of Trust, Assignment of Rents, Security Agreement, and Fixture Filing from Trustor, as trustor, in favor of the trustee named therein for the benefit of Beneficiary, as beneficiary, dated as of March 31, 2015 (as amended and modified from time to time, the "*Deed of Trust*"), which encumbers certain real property more specifically described in **Exhibit A** hereto (the "*Property*" and together with the improvements located thereon, the "*Project*"). The Deed of Trust was recorded on April 6, 2015 as Entry No. 410741 in Book 1126, beginning on Page 1471, in Wasatch County, Utah.

C. Beneficiary is now extending a separate loan to Trustor, in the maximum principal amount of up to Three Hundred Thousand and No/100 Dollars (\$300,000.00) (the "*Utah County Loan*"), pursuant to a certain Term Loan Agreement between Beneficiary and Trustor dated April 24, 2015 (the "*Utah County Loan Agreement*").

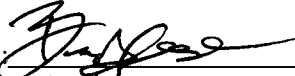
D. The Utah County Loan is secured by, among other things, a Deed of Trust, Assignment of Rents, Security Agreement, and Fixture Filing from Trustor, as trustor, and in favor of the trustee named therein for the benefit of Beneficiary, as beneficiary, dated as of April 24, 2015 (as amended and modified from time to time, the "*Utah County Deed of Trust*"). The Utah County Deed of Trust was recorded on April 30, 2015 as Entry No. 36595:2015 in Book N/A, beginning on Page N/A, in Utah County, Utah.

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

TRUSTOR:

RIDGEPOINT HOLDINGS, LLC

a Utah limited liability company

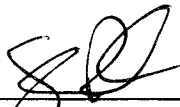
By: 
Name: Brad A. Jensen
Title: Manager

BENEFICIARY:

RED BRIDGE CAPITAL, LLC,

a Utah limited liability company

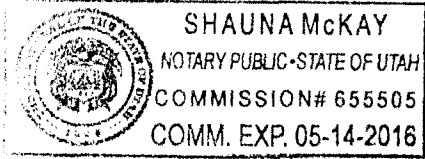
By: CHEROKEE & WALKER MANAGEMENT, LLC,
a Utah limited liability company, its manager

By: 
Name: Shane R. Peery
Title: Manager

By: _____
Name: Paul K. Erickson
Title: Manager

STATE OF Utah)
 : ss.
County of Utah)

The foregoing instrument was acknowledged before me this 15th day of April, 2015, by Brad A. Jensen, a Manager of **RIDGEPOINT HOLDINGS, LLC**, a Utah limited liability company, on behalf of such company.



Shauna McKay
NOTARY PUBLIC

My commission expires:
5/14/16

STATE OF _____)
 :ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of April, 2015, by **SHANE R. PEERY**, a Manager of **CHEROKEE & WALKER MANAGEMENT, LLC**, a Utah limited liability company, the Manager of **RED BRIDGE CAPITAL, LLC**, a Utah limited liability company, on behalf of such company.

Notary Public

My commission expires:

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

TRUSTOR:

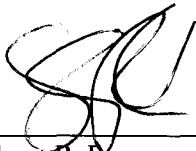
RIDGEPOINT HOLDINGS, LLC
a Utah limited liability company

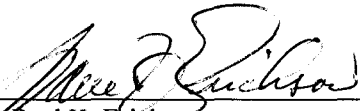
By: _____
Name: Brad A. Jensen
Title: Manager

BENEFICIARY:

RED BRIDGE CAPITAL, LLC,
a Utah limited liability company

By: **CHEROKEE & WALKER MANAGEMENT, LLC,**
a Utah limited liability company, its manager

By:  _____
Name: Shane R. Peery
Title: Manager

By:  _____
Name: Paul K. Erickson
Title: Manager

STATE OF _____)
: ss.
County of _____)

The foregoing instrument was acknowledged before me this _____ day of April, 2015, by _____, a _____ of **RIDGEPOINT HOLDINGS, LLC**, a Utah limited liability company, on behalf of such company.

NOTARY PUBLIC

My commission expires:

STATE OF Utah)
: ss.
COUNTY OF Salt Lake)

The foregoing instrument was acknowledged before me this 13th day of March, 2015, by **SHANE R. PEERY**, a Manager of **CHEROKEE & WALKER MANAGEMENT, LLC**, a Utah limited liability company, the Manager of **RED BRIDGE CAPITAL, LLC**, a Utah limited liability company, on behalf of such company.

Kerri McCullough

Notary Public

My commission expires:
7/11/16



STATE OF Utah
COUNTY OF Salt Lake :SS

The foregoing instrument was acknowledged before me this 1st day of ~~April~~ ^{May} 2015, by **PAUL K. ERICKSON**, a Manager of **CHEROKEE & WALKER MANAGEMENT, LLC**, a Utah limited liability company, the Manager of **RED BRIDGE CAPITAL, LLC**, a Utah limited liability company, on behalf of such company.

Kerri McCullough
Notary Public



**EXHIBIT A
PROPERTY DESCRIPTION**

PARCEL 1:

Beginning 40 feet West and 920 feet South of the Northeast corner of the Southeast quarter of Section 8, Township 4 South, Range 5 East, Salt Lake Base and Meridian; thence South 140.31 feet; thence West 1280 feet; thence North 340.31 feet; thence East 844.4 feet; thence South 200 feet; thence East 435.6 feet to the point of beginning.

PARCEL 2:

Beginning 40 feet West and 1060.31 feet South of the Northeast corner of the Southeast quarter of Section 8, Township 4 South, Range 5 East, Salt Lake Base and Meridian; thence South 208.00 feet; thence West 210.00 feet; thence South 86.00 feet; thence West 1070.00 feet; thence North 294.00 feet; thence East 1280.00 feet, more or less, to the point of beginning.

Tax Id No.: 00-0009-1632 and 00-0009-1665

EXHIBIT A - CONTINUED
PROPERTY DESCRIPTION

Proposed Lots 5 through 10 and roadway within Proposed LAKE COVE SUBDIVISION, being more particularly described as follows:

A parcel of land located in the South half of Section 18, Township 6 South, Range 1 East, Salt Lake Base and Meridian, being future Lots 5 through 10 and Open Space Parcel B of Lake Cove Subdivision, located in the City of Saratoga Springs, County of Utah, State of Utah, being more particularly described as follows:

Beginning at a point North 89°45'55" West 78.86 feet along the section line and North 2442.10 feet and North 28°01'38" West 304.11 feet and South 62°02'24" West 66.63 feet from the South quarter corner of Section 18, Township 6 South, Range 1 East, Salt Lake Base and Meridian, said point located on the Southwest corner of future Lot 4 Lake Cove Subdivision Phase 1, and running thence South 62°02'24" West 216.20 feet; thence North 27°57'42" West 281.18 feet; thence North 62°02'18" East 521.67 feet; thence South 45°35'47" East 121.99 feet; thence South 46°35'15" East 86.82 feet; thence South 54°16'04" West 115.31 feet to the beginning of a non-tangent curve to the right having a radius of 428.00 feet; thence along the arc of said curve a length of 157.33 feet, passing through a central angle of 21°03'41", chord bears South 25°12'06" East 156.44 feet; thence South 14°40'16" East 95.88 feet to the beginning of a tangent curve to the right, having a radius of 528.00 feet; thence along the arc of said curve a length of 87.96 feet, passing through a central angle of 09°32'44", chord bears South 09°53'54" East 87.86 feet; thence South 05°07'32" East 41.31 feet, to the Northerly line of Harbor Bay Phase 4; thence South 62°02'24" West 60.76 feet; thence North 05°07'32" West 64.89 feet to the beginning of a tangent curve to the left having a radius of 472.00 feet; thence along the arc of said curve a length of 78.64 feet, passing through a central angle of 09°32'44", chord bears North 09°53'34" West 78.54 feet; thence North 14°40'16" West 95.88 feet to the beginning of a tangent curve to the left having a radius of 372.00 feet; thence along the arc of said curve a length of 184.43 feet, passing through a central angle of 28°24'21", chord bears North 28°52'26" West 182.55 feet; thence North 43°04'37" West 15.22 feet to the beginning of a tangent curve to the left having a radius of 15.00 feet; thence along the arc of said curve 23.56 feet, passing through a central angle of 90°00'00", chord bears North 88°04'37" West 21.21 feet; thence South 46°55'23" West 31.38 feet to the beginning of a tangent curve to the right having a radius of 228.00 feet; thence along the arc of said curve 58.03 feet, passing through a central angle of 14°35'02", chord bears South 54°12'54" West 57.88 feet; thence South 61°30'25" West 60.53 feet to the beginning of a tangent curve to the left, having a radius of 30.50 feet; thence along the arc of said curve 23.88 feet, passing through a central angle of 44°51'35", chord bears South 39°04'38" West 23.27 feet; thence South 28°29'35" East 105.77 feet to the point of beginning.

Tax Id No.: 45-228-0189 and 45-228-0193