

Ent 411634 Bk 1129 Pg 163 - 170  
ELIZABETH M PALMIER, Recorder  
WASATCH COUNTY CORPORATION  
2015 May 04 04:45PM Fee: \$25.00 JP  
For: Cottonwood Title Insurance Agency, In  
ELECTRONICALLY RECORDED

This document prepared by  
after recording return to:

James H. Jones, Esq.  
Snell & Wilmer L.L.P.  
15 West South Temple, Suite 1200  
Salt Lake City, Utah 84101

Ent 411913 Bk 1129 Pg 1627 - 1641  
ELIZABETH M PALMIER, Recorder  
WASATCH COUNTY CORPORATION  
2015 May 13 08:26AM Fee: \$39.00 JP  
For: Cottonwood Title Insurance Agency, In  
ELECTRONICALLY RECORDED

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.

\*\*\*NOTE: This document is being re-recorded for the purpose of included pages 2 and 3 which were not included in the original recorded document.

E. The Utah County Loan Agreement, Utah County Deed of Trust, and all other agreements, documents, and instruments evidencing, securing, or otherwise relating to the Utah County Loan are referred to individually and collectively herein as the "*Utah County Loan Documents*".

F. Trustor has now requested that Beneficiary further modify and amend the Loan Documents to, among other things, cross-collateralize and cross-default the Loan and Loan Documents with the Utah County Loan and Utah County Loan Documents.

G. Beneficiary is willing to so modify the Deed of Trust and other Loan Documents, subject to certain the terms and conditions.

#### AGREEMENT:

NOW THEREFORE, in consideration of the covenants contained herein, and the covenants and agreements contained in the Amendment, and other good and valuable consideration, the parties hereto amend and modify the Deed of Trust as follows:

1. **Recitals.** Trustor hereby acknowledges the accuracy of the Recitals which are incorporated herein by reference.

2. **Notice of Modification; Modification of Deed of Trust.**

(a) **Cross Default.** The Deed of Trust is hereby modified and expanded to provide that the occurrence of any event or circumstance denominated as a default under the Utah County Loan or Utah County Loan Documents and the expiration of any applicable grace or cure periods, if any, specified for such default, as the case may be, shall constitute an event of default under the Deed of Trust.

(b) **Cross-Collateralization.** The Deed of Trust is hereby amended and modified to provide that it secures to Beneficiary the payment of all obligations at any time owing under the Utah County Loan, the Utah County Loan Documents, and all of the obligations thereunder, as well as any and all other indebtedness and other obligations of Trustor to Beneficiary.

3. **Not a Novation.** The parties each agree and acknowledge that the modifications set forth herein are not intended to be a novation or to constitute or evidence a new loan but rather a continuation of the existing Loan and the lien and charge of the Deed of Trust against the Property and all assets and properties described in the Deed of Trust shall continue unabrogated and in full force and effect

4. **Conforming Modifications.** Each of the Loan Documents is modified to be consistent herewith and to provide that it shall be a default or an Event of Default thereunder if Trustor shall fail to comply with any of the covenants herein.

5. **References.** Each reference in the Loan Documents to any of the Loan Documents shall be a reference to such document as modified herein.

6. **Ratification of Deed of Trust.** As amended by this Amendment, the Deed of Trust is ratified and confirmed and continue in full force and effect. The Deed of Trust, as modified herein, shall be binding upon and inure to the benefit of Trustor and Beneficiary, and their respective successors and assigns.

7. **Governing Law.** The validity of this Amendment and the construction, interpretation, and enforcement hereof, and the rights of the parties hereto with respect to all matters arising hereunder or related hereto, shall be determined under, governed by, and construed in accordance with the laws of the State of Utah

without giving effect to conflict of laws principles (regardless of the location, residence, domicile or place of business of Trustor or any constituent principal thereof or the location of any collateral).

8. **Counterparts.** This Amendment may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same document. Signature pages may be detached from the counterparts and attached to a single copy of this Amendment to physically form one document.

[Remainder of Page Intentionally Left Blank]

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

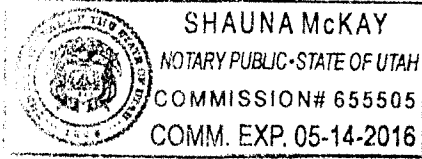
By: \_\_\_\_\_

Name: Paul K. Erickson

Title: Manager

STATE OF Utah )  
 : ss.  
County of Utah )

The foregoing instrument was acknowledged before me this 15<sup>th</sup> 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 13<sup>th</sup> day of Monday 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.

*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 1<sup>st</sup> day of ~~April~~ <sup>May</sup> 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





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

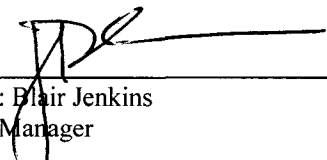
By: **CHEROKEE & WALKER MANAGEMENT, LLC,**

a Utah limited liability company, its manager

By:  \_\_\_\_\_

Name: Shane R. Peery

Title: Manager

By:  \_\_\_\_\_

Name: Blair Jenkins

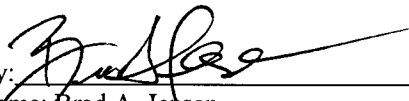
Title: Manager

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

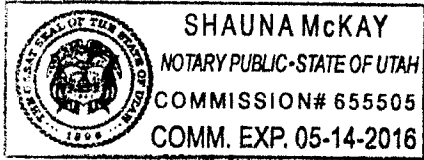
By: **CHEROKEE & WALKER MANAGEMENT, LLC,**  
a Utah limited liability company, its manager

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 6 day of <sup>May</sup>~~April~~, 2015, by Brad A. Jensen, a Manager of **RIDGEPOINT HOLDINGS, LLC**, a Utah limited liability company, on behalf of such company.



[Signature]  
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:

\_\_\_\_\_

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

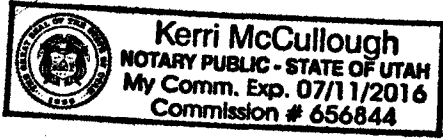
My commission expires:  
\_\_\_\_\_

STATE OF Utah )  
COUNTY OF Salt Lake )<sup>ss</sup>

The foregoing instrument was acknowledged before me this 13<sup>th</sup> 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.

*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 13<sup>th</sup> day of April, 2015, by My km **BLAIR JENKINS**, 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

File No. 75993-DF.

**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