

APN: 00-0007-2483

Recorded at the Request of:

SDP REIT SUB, LLC
Attn: Michael Nixon
1240 East 2100 South, Suite 300
Salt Lake City, Utah 84106

When Recorded Return To:

SDP REIT SUB, LLC
Attn: Michael Nixon
1240 East 2100 South, Suite 300
Salt Lake City, Utah 84106

106901-MKU

FIRST AMENDMENT TO TRUST DEED, ASSIGNMENT OF RENTS, SECURITY AGREEMENT, AND FINANCING STATEMENT

THIS FIRST AMENDMENT TO TRUST DEED, ASSIGNMENT OF RENTS, SECURITY AGREEMENT, AND FINANCING STATEMENT (this “**First Amendment**”) is made effective as of May 13th, 2019, by and between **MAYFLOWER LAKESIDE VILLAGE, LLC**, a Utah limited liability company (“**Trustor**”), whose address is 5330 South 9 East, Murray, Utah 84121, and **SDP REIT SUB, LLC**, a Utah limited liability company formerly known as Sundance Debt Partners, LLC (“**Beneficiary**”), whose address is 1240 East 2100 South, Suite 300, Salt Lake City, Utah 84106.

A. Beneficiary previously extended a loan to Trustor in the principal amount of \$6,173,046.00 (the “**Loan**”). The Loan is evidenced by a Secured Promissory Note dated September 28, 2018, made payable to Beneficiary in the principal amount of \$6,173,046.00 (as amended and modified from time to time, the “**Note**”).

B. Beneficiary’s obligations under the Note are secured by a Trust Deed, Assignment of Rents, Security Agreement, and Financing Statement, dated September 28, 2018, executed by Trustor, as trustor, in favor of Cottonwood Title Insurance Agency, Inc., as trustee, for the benefit of Beneficiary, as beneficiary (as amended and modified from time to time, the “**Deed of Trust**”). The Deed of Trust was recorded on October 2, 2018 in the official records of Wasatch County, Utah as Entry #456623 on Page 570 of Book 1235. The Deed of Trust encumbers certain real property located in Wasatch County, Utah, as more particularly described in the Deed of Trust and **Exhibit A** hereto.

C. Pursuant to the terms of a certain Global Amendment of even date herewith, Beneficiary and Trustor agreed to amend the Note to increase the principal amount thereof from \$6,173,046.00 to \$6,713,250.00 to reflect an additional loan from Beneficiary to Trustor (the “**Note Amendment**”).

D. In conjunction with the execution of the Note Amendment, Trustor and Beneficiary desire to amend the Deed of Trust to increase the amount of the indebtedness being secured by the Deed of Trust to be consistent with the Note Amendment, as more particularly set forth herein.

NOW THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, Trustor and Beneficiary agree as follows:

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

2. Amendment to Deed of Trust. Clause (1) of the paragraph on Page 3 of the Deed of Trust immediately following the words "FOR THE PURPOSE OF SECURING:" is deleted in its entirety and replaced with the following:

"(1) payment of indebtedness and all other lawful charges evidenced by that certain Secured Promissory Note of even date herewith in the principal amount of \$6,713,250.00 made by Trustor and payable to the order of Beneficiary at the times, in the manner and with interest as therein set forth (herein sometimes referred to as the "*Note*") and any extensions and/or renewals or modifications thereof;"

3. Miscellaneous. Except for the amendment above stated, all of the conditions and covenants of the Deed of Trust shall remain in full force and effect, unchanged, and the Deed of Trust is in all respects ratified, confirmed and approved. All of the terms and conditions of the Deed of Trust are incorporated herein by reference.

4. Counterparts. This First Amendment 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.

5. Choice of Law. This First Amendment shall be governed by and construed in accordance with the laws of the State of Utah, without giving effect to conflicts of law principles.

6. Binding Effect. The Deed of Trust as modified herein shall be binding upon and shall inure to the benefit of, Trustor and Beneficiary and their respective successors and assigns.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Trustor and Beneficiary have executed this First Amendment effective as of the day and year first above written.

TRUSTOR:

MAYFLOWER LAKESIDE VILLAGE, LLC

By: Burbidge Investment Group, Inc., its
Manager

By: 
Lee Burbidge, President

BENEFICIARY:

SDP REIT SUB, LLC

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, Trustor and Beneficiary have executed this First Amendment effective as of the day and year first above written.

TRUSTOR:

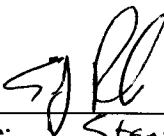
MAYFLOWER LAKESIDE VILLAGE, LLC

By: Burbidge Investment Group, Inc., its
Manager

By: _____
Lee Burbidge, President

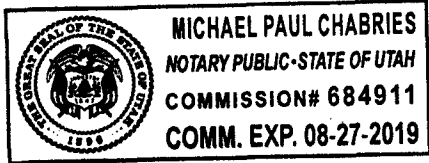
BENEFICIARY:

SDP REIT SUB, LLC

By: 
Name: Stanford J. Ricks
Title: Manager

STATE OF UTAH }
COUNTY OF SALT LAKE } SS.

On this 13th day of May, 2019, before me, a Notary Public, personally appeared Lee Borbidge, an authorized representative of Mayflower Lakeside Village, LLC, the signer of the above instrument, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument and acknowledged that he/she executed it on behalf of such entity.



Michael P Chabries
NOTARY PUBLIC

[Seal]

STATE OF _____ }
COUNTY OF _____ } SS.

The foregoing instrument was acknowledged before me this ____ day of _____, 2019 by _____, who being by me duly sworn did say that he is an authorized representative of SDP REIT SUB, LLC, and that the foregoing instrument was signed by him on behalf of SDP REIT SUB, LLC by authority of a resolution of its members or operating agreement.

NOTARY PUBLIC
Residing at _____

[Seal]

STATE OF _____ }
 } SS.
COUNTY OF _____ }

On this ___ day of _____, 2019, before me, a Notary Public, personally appeared _____, an authorized representative of Mayflower Lakeside Village, LLC, the signer of the above instrument, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument and acknowledged that he/she executed it on behalf of such entity.

NOTARY PUBLIC

[Seal]

STATE OF Utah }
 } SS.
COUNTY OF Salt Lake }

The foregoing instrument was acknowledged before me this 13th day of May, 2019 by Stanford Ricks, who being by me duly sworn did say that he is an authorized representative of SDP REIT SUB, LLC, and that the foregoing instrument was signed by him on behalf of SDP REIT SUB, LLC by authority of a resolution of its members or operating agreement.

Philomena Keyes

NOTARY PUBLIC
Residing at Salt Lake City, Utah

[Seal]

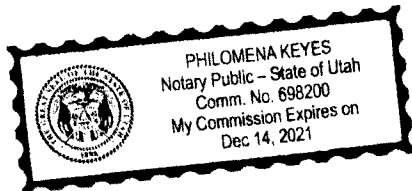


EXHIBIT A**PROPERTY DESCRIPTION**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN WASATCH COUNTY, UTAH AND IS DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WESTERLY LINE OF SECTION 19, TOWNSHIP 2 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN, SAID POINT BEING 589.80 FEET NORTH 00°07'04" WEST FROM THE SOUTHWEST CORNER OF SAID SECTION 19, AND RUNNING SOUTH 50°18'00" EAST 222.68 FEET TO THE ARC OF A 2,371.83 FOOT RADIUS CURVE TO THE RIGHT; THENCE ALONG THE ARC OF SAID 2,371.83 FOOT RADIUS CURVE 81.46 FEET (CHORD BEARS SOUTH 49°18'58" EAST 81.46 FEET); THENCE NORTH 40°49'37" EAST 340.07 FEET TO THE ARC OF A 167.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE ALONG THE ARC OF SAID 167.00 FOOT RADIUS CURVE 178.09 FEET (CHORD BEARS NORTH 71°09'09" EAST 169.77 FEET); THENCE NORTH 04°03'28" EAST 66.43 FEET TO A POINT ON A NON-TANGENT 233.00 FOOT RADIUS CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID 233.00 FOOT RADIUS CURVE 61.17 FEET (CHORD BEARS NORTH 87°59'04" WEST 61.00 FEET) TO THE ARC OF AN 18.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE ALONG THE ARC OF SAID 18.00 FOOT RADIUS CURVE 24.81 FEET (CHORD BEARS NORTH 56°01'05" WEST 22.89 FEET); THENCE NORTH 16°31'50" WEST 75.34 FEET TO THE ARC OF A 170 FOOT RADIUS CURVE TO THE RIGHT; THENCE ALONG THE ARC OF SAID 170.00 FOOT RADIUS CURVE 28.00 FEET (CHORD BEARS NORTH 11°48'45" WEST 27.97 FEET); THENCE NORTH 07°00'26" WEST 113.13 FEET TO THE ARC OF A 584.92 FOOT RADIUS CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID 584.92 FOOT RADIUS CURVE 220.28 FEET (CHORD BEARS NORTH 19°21'58" WEST 218.98 FEET); THENCE SOUTH 67°29'15" WEST 68.87 FEET; THENCE NORTH 22°30'45" WEST 19.79 FEET TO THE ARC OF A 615.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE ALONG THE ARC OF SAID 615.00 FOOT RADIUS CURVE 168.63 FEET (CHORD BEARS NORTH 14°41'30" WEST 168.10 FEET); THENCE SOUTH 86°51'15" WEST 315.47 FEET TO THE WESTERLY SECTION LINE OF SAID SECTION 19; THENCE ALONG THE SAID WESTERLY SECTION LINE SOUTH 00°07'04" EAST 753.71 FEET TO THE POINT OF BEGINNING.