

WHEN RECORDED MAIL TO:

Actium High Yield Loan Fund  
111 East Broadway, Suite 390  
Salt Lake City, Utah 84111

File No.: 121089-CAP

13157691  
12/27/2019 12:35:00 PM \$40.00  
Book - 10878 Pg - 3791-3795  
RASHELLE HOBBS  
Recorder, Salt Lake County, UT  
COTTONWOOD TITLE  
BY: eCASH, DEPUTY - EF 5 P.

**MODIFICATION TO AMENDED AND RESTATED DEED OF TRUST,  
ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND  
FIXTURE FILING**

In Reference to Tax ID Number(s):

16-19-377-025, 16-19-377-026 and 16-19-377-024

**MODIFICATION TO DEED OF TRUST, ASSIGNMENT OF LEASES AND  
RENTS, SECURITY AGREEMENT AND FIXTURE FILING**

THIS MODIFICATION TO DEED OF TRUST, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING (the "Modification"), is made effective as of the 26<sup>th</sup> day of December, 2019, by Do Eat Holdings, LLC, a Utah limited liability company ("Trustor"), to W. Michael Black, a member of the Utah Bar Association ("Trustee"), for the benefit of Actium High Yield Loan Fund III LLC, a Utah limited liability company, and Actium High Yield Loan Fund IV LLC, a Utah limited liability company (collectively, the "Beneficiary"), with a mailing address of 111 East Broadway, Suite 390, Salt Lake City, Utah 84111, and its successor and assigns.

Recitals

A. Beneficiary is the beneficiary named in that certain Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated March 8, 2019 and recorded in the Salt Lake County Recorder's Office as Entry No. 12946793 at Book 10759, Page 843-872 (the "Deed of Trust"), which secures Beneficiary's first-position security interest in the property described therein and more particularly described on Exhibit A attached hereto and Borrower's obligations under that certain Amended and Restated Loan and Security Agreement dated on or about March 8, 2019 (the "Loan Agreement") in the maximum principal amount of \$960,000.00 and as further evidenced by that certain Amended and Restated Secured Promissory Note dated on or about March 8, 2019 in the maximum credit amount of \$960,000.00 (the "Note," and together with the Loan Agreement, the "Credit Agreements").

B. Since the effective date of the Credit Agreements, the maximum principal amount of the Credit Agreements has been increased to \$1,020,000.00.

C. Trustor and Beneficiary have agreed to modify the terms of the Credit Agreements to reflect, among other things, the changes referenced above.

D. Trustor and Beneficiary desire to modify the Deed of Trust to place of public record certain of the terms of their modified relationship.

Agreement

NOW, WHEREFORE, Trustor and Beneficiary hereby modify the Deed of Trust to reflect agreements between the Trustor and Beneficiary, including, but not limited to:

1. Principal Amount of the Credit Agreements. The maximum principal amount of the Credit Agreements, as of the date of this Modification, is \$1,020,000.00, and the Deed of Trust secures the repayment of such amount, together with interest and all other amounts owing thereon as evidenced by the Credit Agreements.

2. Effectiveness. As modified herein, all of the provisions of the Deed of Trust, shall remain in full force and effect, including but not limited to the fact that the Property and Deed of Trust granted to Beneficiary as security for the Loan shall continue to secure the Loan in the same priority position and is not changed or altered in any way by this Modification.

3. Conflict. To the extent that there is any conflict between the terms of this Modification and the Deed of Trust, the terms of this Modification shall control and govern the relationship between the parties.

*[remainder of page intentionally left blank; signature page follows]*

IN WITNESS WHEREOF, the Trustor has executed this Modification to be effective as of the day and year first written above.

TRUSTOR:

Do Eat Holdings, LLC

By: *Qingyu Zhou*  
Name: Qingyu Zhou aka Tony Zhou  
Title: Manager

STATE OF UTAH )  
: ss.  
SALT LAKE COUNTY )

The foregoing instrument was acknowledged before me this 26<sup>th</sup> day of December, 2019, by Qingyu Zhou aka Tony Zhou, who acknowledged before me that he is the manager of Do Eat Holdings, LLC.



*Michael Paul Chabries*  
NOTARY PUBLIC

**Exhibit A**  
Legal Description

Parcel 1- Parcel No. 16-19-377-024

Beginning at the Southwest corner of Lot 53, Block 1, CENTRAL PARK, a subdivision of Lots 1, 2, 3 and 16, Block 41, Ten Acre Plat "A", Big Field Survey; thence East 25 feet; thence North 11 feet; thence West 25 feet; thence South 11 feet to the point of beginning.

Parcel 2: Parcel No. 16-19-377-025

Lots 1, 2, 3, 4, 5 and 54, Block 1, CENTRAL PARK, a subdivision of Lots 1, 2, 3 and 16, Block 41, Ten Acre Plat "A", Big Field Survey.

ALSO:

Commencing at the Northwest corner of Lot 51, Block 1, said subdivision; thence South 39 feet; thence East 25 feet; thence South 36 feet; thence East 108 feet; thence North 75 feet; thence West 133 feet to the point of beginning.

Parcel 3: Parcel No. 16-19-377-026

Beginning 11.0 feet North from the Southwest corner of Lot 53, Block 1, CENTRAL PARK, a subdivision of Lots 1, 2, 3 and 16, Block 41, Ten Acre Plat "A", Big Field Survey and running thence North 25 feet; thence East 25 feet; thence South 25 feet; thence West 25 feet to the point of beginning.