

WHEN RECORDED MAIL TO:

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

File No.: 121089-CAP

13157692
12/27/2019 12:35:00 PM \$40.00
Book - 10878 Pg - 3796-3800
RASHELLE HOBBS
Recorder, Salt Lake County, UT
COTTONWOOD TITLE
BY: eCASH, DEPUTY - EF 5 P.

MODIFICATION TO ASSIGNMENT OF LEASES AND RENTS

In Reference to Tax ID Number(s):

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

MODIFICATION TO ASSIGNMENT OF LEASES AND RENTS

THIS MODIFICATION TO ASSIGNMENT OF LEASES AND RENTS (the "Modification"), is made effective as of the 14th day of December, 2019, by Do Eat Holdings, LLC, a Utah limited liability company ("Assignor"), in favor 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 "Assignee"), with a mailing address of 111 East Broadway, Suite 390, Salt Lake City, Utah 84111, and its successor and assigns.

Recitals

A. Assignee is the assignee named in that certain Assignment of Leases and Rents dated March 8, 2019 and recorded in the Salt Lake County Recorder's Office as Entry No. 12946795 at Book 10759, Page 903-921 (the "Assignment"), which secures Assignee's first-position security interest in the leases and rents to the property 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. Assignor and Assignee have agreed to modify the terms of the Credit Agreements to reflect, among other things, the changes referenced above.

D. Assignor and Assignee desire to modify the Assignment to place of public record certain of the terms of their modified relationship.

Agreement

NOW, WHEREFORE, Assignor and Assignee hereby modify the Assignment to reflect agreements between the Assignor and Assignee, 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 Assignment 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 Assignment, shall remain in full force and effect, including but not limited to the fact that the Property and Assignment granted to Assignee 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 Assignment, 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 Assignor has executed this Modification to be effective as of the day and year first written above.

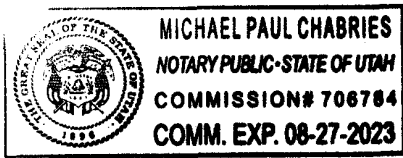
Assignor:

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 20th 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.