

When Recorded Return To:

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RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
11/23/2009 11:37:00 AM
FEE \$26.00 Pgs: 9
DEP eCASH REC'D FOR FIRST AMERICAN TITLE-NCS

APN: 13-077-0113

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

This Second Amendment to Deed of Trust, Assignment of Rents, Security Agreement, and Fixture Filing (the "Amendment") is made as of October 29 2009 by and among Lex C. McCormick and Beverly E. McCormick (collectively, "Trustor"), Mountain View Title & Escrow Company, and Red Bridge Capital, LLC, a Utah limited liability company ("Beneficiary"), to be effective upon the conversion of Campus Book Rentals, LLC, a Utah limited liability company ("Borrower") from a Utah limited liability company into a Delaware corporation (the date of the conversion, the "Effective Date," and the conversion, the "Conversion").

RECITAL

A. Beneficiary previously extended to Borrower a term loan in the principal amount of SEVEN HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$750,000) (the "Loan"), pursuant to a Term Loan Agreement dated July 31, 2009 (the "Loan Agreement"), evidenced by a Promissory Note dated July 31, 2009 (the "Note") in the principal amount of the Loan, and secured by that certain Deed of Trust, Assignment of Rents, Security Agreement, and Fixture Filing dated July 31, 2009, recorded on August 10, 2009, as Entry Number 2473927, in Book 4835, beginning on Page 375, in the real property records of Davis County, Utah ("Deed of Trust") and together with the Loan Agreement and the Note, the "Loan Documents"), which Deed of Trust encumbers certain real property located in Davis County, Utah, as more particularly described in Exhibit A attached hereto.

B. Subsequently, the parties executed (i) that certain First Loan and Note Modification Agreement and Guarantor Consent dated October 9, 2009, (ii) that certain First Amendment to Deed of Trust, Assignment of Rents, Security Agreement, and Fixture Filing recorded in the Official Records of Davis County, Utah on October 19, 2009 as Entry No. 2487856 in Book 4883, beginning on Page 331, and (iii) that certain Closing Memorandum, also dated October 9, 2009 (collectively, the "First Modification Documents").

C. Pursuant to the terms of the First Modification Documents, the Loan Documents were modified and amended to, among other things, (i) increase the amount of the Loan to ONE MILLION TWO HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$1,250,000.00), and (ii) provide for the reduction in the maximum principal amount of the Loan secured by the Deed of Trust upon the satisfaction of certain terms and conditions set forth more specifically in the First Modification Documents.

D. In connection with the Conversion, the parties hereto desire to amend certain provisions of the Deed of Trust, as modified by the First Modification Documents.

COURTESY RECORDING

This document is being recorded solely as a courtesy and an accommodation to the parties named herein. First American Title Insurance Agency hereby expressly disclaims any responsibility or liability for the accuracy or the content thereof.

AGREEMENT

NOW THEREFORE, for and in consideration of the covenants, conditions and undertakings hereinafter set forth, the parties hereby agree as follows:

1. Amendment to Deed of Trust. The Deed of Trust is hereby amended as follows:
 - (a) References to Borrower. All references to "Campus Book Rentals, L.L.C." are hereby replaced with "Campus Book Rentals, Inc."
2. Agreement to Remain in Full Force and Effect. Except as expressly amended by this Amendment, the Deed of Trust shall be and remain in full force and effect in accordance with its terms.
3. Benefit; Successors and Assigns. This Amendment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. Nothing in this Amendment is intended to confer on any person other than the parties hereto and their respective successors and permitted assigns, any rights, remedies or obligations under or by reason of this Amendment.
4. Counterparts. This Amendment may be executed in any number of counterparts, which shall constitute one and the same instrument. This Amendment may be delivered by facsimile or other electronic means, which delivery shall be binding upon such party.
5. Governing Law. This Amendment will be governed by and construed under the internal laws of the State of Utah, other than such laws, rules, regulations and case law that would result in the application of the laws of a jurisdiction other than the State of Utah, and except with respect to matters of law concerning the internal corporate affairs of any party hereto, to which matters the law of the state of incorporation shall govern.

(Remainder of Page Intentionally Left Blank)

IN WITNESS WHEREOF, the parties have executed this Amendment as of the Effective Date.

BENEFICIARY:

RED BRIDGE CAPITAL, LLC

By: Cherokee & Walker Management, LLC, its manager

Signature:  _____

Print Name: Shane R. Peery

Print Title: Manager

Signature:  _____

Print Name: Paul K. Erickson

Title: Manager

BORROWER:

CAMPUS BOOK RENTALS, L.L.C.

Signature: _____

Print Name: Alan Martin

Print Title: President

TRUSTOR:

LEX C. MCCORMICK

BEVERLY E. MCCORMICK

IN WITNESS WHEREOF, the parties have executed this Amendment as of the Effective Date.

BENEFICIARY:

RED BRIDGE CAPITAL, LLC

By: Cherokee & Walker Management, LLC, its manager

Signature: _____

Print Name: Shane R. Peery

Print Title: Manager

Signature: _____

Print Name: Paul K. Erickson

Title: Manager

BORROWER:

CAMPUS BOOK RENTALS, L.L.C.

Signature: _____

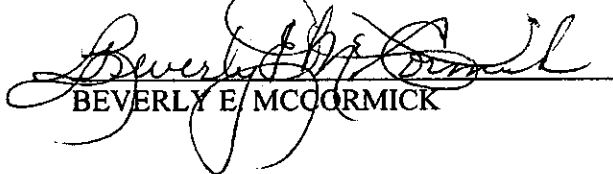
Print Name: Alan Martin

Print Title: President

TRUSTOR:



LEX C. MCCORMICK



BEVERLY E. MCCORMICK

IN WITNESS WHEREOF, the parties have executed this Amendment as of the Effective
Date.

BENEFICIARY:

RED BRIDGE CAPITAL, LLC

By: Cherokee & Walker Management, LLC, its manager

Signature: _____

Print Name: Shane R. Peery

Print Title: Manager

Signature: _____

Print Name: Paul K. Erickson

Title: Manager

BORROWER:

CAMPUS BOOK RENTALS, L.L.C.

Signature: _____

Print Name: Alan Martin

Print Title: President

TRUSTOR:

LEX C. MCCORMICK

BEVERLY E. MCCORMICK

STATE OF Utah)
County of Salt Lake) : ss.

The foregoing instrument was acknowledged before me this 27th day of October, 2009, by **SHANE R. PEERY**, on behalf of Cherokee & Walker Management, LLC, as manager of Red Bridge Capital, LLC.

Kerri McCullough
NOTARY PUBLIC



STATE OF Utah)
County of Salt Lake) : ss.

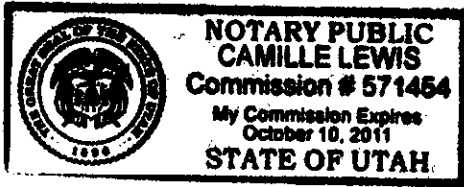
The foregoing instrument was acknowledged before me this 27th day of October, 2009, by **PAUL K. ERICKSON**, on behalf of Cherokee & Walker Management, LLC, as manager of Red Bridge Capital, LLC.

Kerri McCullough
NOTARY PUBLIC



STATE OF Utah)
County of Weber) : ss.

The foregoing instrument was acknowledged before me this 7 day of November, 2009, by Alan Martin, as president of Campus Book Rentals, LLC, a Utah limited liability Company.

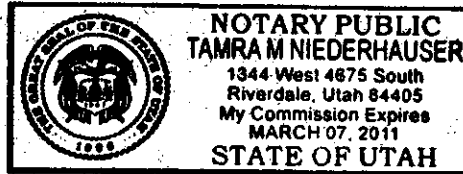


CLewis
NOTARY PUBLIC

STATE OF UTAH)
 : ss.
County of WEBER)

The foregoing instrument was acknowledged before me this 22 day of October, 2009, by **LEX C. MCCORMICK**, an individual.

Tamra M. Niederhauser
NOTARY PUBLIC



STATE OF UTAH)
 : ss.
County of WEBER)

The foregoing instrument was acknowledged before me this 22 day of October, 2009, by **BEVERLY E. MCCORMICK**, an individual.

Tamra M. Niederhauser
NOTARY PUBLIC

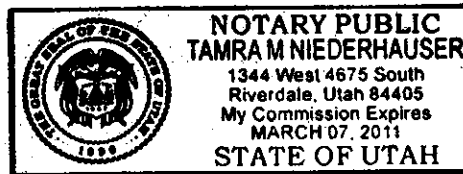


EXHIBIT A

PROPERTY DESCRIPTION

That certain real property owned by Trustor and situated in Davis County, Utah and described as follows:

BEGINNING 65 RODS SOUTH AND 50 FEET WEST OF THE NORTHEAST CORNER OF SECTION 26, TOWNSHIP 5 NORTH, RANGE 2 WEST, SALT LAKE MERIDIAN, U.S. SURVEY; THENCE WEST 390 FEET; THENCE SOUTH 14.50 FEET; THENCE WEST 58.25 FEET TO THE EAST LINE OF EVES GARDEN #5; THENCE SOUTH 0 DEG 02 MIN EAST 150.5 FEET; THENCE EAST 448.25 FEET TO THE WEST LINE OF A HIGHWAY; THENCE NORTH 165 FEET TO BEGINNING.

EXCEPTING THEREFROM THAT PART OF THE ABOVE DESCRIBED PROPERTY INCLUDED WITHIN THE FOLLOWING: APART OF THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 5 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT WHICH IS NORTH 89 DEG 56 MIN 08 SEC WEST 498.25 FEET AND NORTH 0 DEG 02 MIN WEST 1269.65 FEET FROM THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 26, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF LOT 28, EVES' GARDEN SUBDIVISION NO.5; AND RUNNING THENCE NORTH 0 DEG 02 MIN WEST 277.49 FEET ALONG THE EAST LINE OF SAID SUBDIVISION TO A POINT WHICH IS 1107 FEET SOUTH FROM THE NORTH LINE OF SAID SECTION 26; THENCE NORTH 89 DEG 58 MIN EAST 105.00 FEET; THENCE SOUTH 0 DEG 02 MIN EAST 137.49 FEET; THENCE NORTH 89 DEG 58 MIN EAST 65 FEET; THENCE SOUTH 0 DEG 02 MIN EAST 140 FEET; THENCE SOUTH 89 DEG 58 MIN WEST 170.0 FEET TO THE POINT OF BEGINNING.

SUBJECT TO: A 20 FOOT RIGHT OF WAY FOR INGRESS AND EGRESS DESCRIBED AS FOLLOWS: BEGINNING AT A POINT WHICH IS SOUTH 0 DEG 02 MIN EAST 1107 FEET AND SOUTH 89 DEG 58 MIN WEST 498.25 FEET FROM THE NORTHEAST QUARTER OF SAID SECTION 26, SAID POINT BEING ON THE EAST LINE OF EVES' GARDEN NO.5 SUBDIVISION AND RUNNING THENCE NORTH 0 DEG 02 MIN WEST 20 FEET; THENCE NORTH 89 DEG 58 MIN EAST 448.25 FEET TO THE WEST LINE OF U.S. HIGHWAY 91; THENCE SOUTH 0 DEG 02 MIN EAST 20 FEET ALONG SAID HIGHWAY; THENCE SOUTH 89 DEG 58 MIN WEST 448.25 FEET TO THE POINT OF BEGINNING.