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11/19/2018 12:40:00 PM \$17.00
Book - 10731 Pg - 5045-5048
ADAM GARDINER
Recorder, Salt Lake County, UT
COTTONWOOD TITLE
BY: eCASH, DEPUTY - EF 4 P.

RECORDING REQUESTED BY AND WHEN
RECORDED RETURN TO:

Ryan M. Spencer
Red Bridge Capital II LLC
6440 S. Wasatch Blvd., Suite 200
Salt Lake City, Utah 84121
CT - 24053-04

TIN - 10-30-191-001, 10-30-191-002, 10-30-191-003, 10-35-481-008
10-35-481-011

**FIRST AMENDMENT TO
DEED OF TRUST, WITH ASSIGNMENT OF LEASES AND
RENTS, SECURITY AGREEMENT,
AND FIXTURE FILING**

This First Amendment to Deed of Trust, with Assignment of Leases and Rents, Security Agreement, and Fixture Filing (this "**Amendment**") is dated November 16th, 2018, between 1010 STERLING, LLC, a Utah limited liability company with an address at 3826 Honeycut Road, Salt Lake City, Utah 84106 (the "**Owner**"), and RED BRIDGE CAPITAL II LLC, a Utah limited liability company (the "**Beneficiary**").

The Owner, as trustor, previously signed that certain Deed of Trust, with Assignment of Leases and Rents, Security Agreement, and Fixture Filing dated January 30, 2018, to the trustee named therein for the benefit of the Beneficiary, as the beneficiary, which was recorded in the official records of Salt Lake County, Utah, on January 31, 2018, as entry number 12708213 in book 10643 at page 4808 (as amended, the "**Deed of Trust**"), which encumbers certain real property located in Salt Lake County, Utah, more particularly described in Exhibit A.

The Deed of Trust secures, among other things, repayment of a secured promissory note dated January 30, 2018, as modified by the First Loan Modification Agreement dated May 24, 2018, and the Second Loan Modification dated July 31, 2018 (as amended, the "**Note**"), in the principal amount of \$795,000, which evidences financing extended by the Beneficiary to the Owner.

The Owner has requested that the Beneficiary modify and amend the Note to, among other things, modify the financing available to the Beneficiary pursuant to the terms of the Note to reflect a Loan (as defined in the Deed of Trust) of \$860,000 (the "**Modified Loan Amount**"). The Owner and the Beneficiary, among others, have entered into that certain Third Loan Modification Agreement dated contemporaneously with this Amendment. The Owner and the Beneficiary desire to enter into this Amendment to amend the Deed of Trust to secure repayment of the Modified Loan Amount.

The parties therefore agree as follows:

1. The definition of “Note” and “Secured Obligations” in the Deed of Trust are hereby modified and amended to reflect the Modified Loan Amount.

2. The Owner acknowledges and agrees that, as of the date of this Amendment, it has received adequate consideration in exchange for the execution of this Amendment and the amendments and modifications contained in this Amendment.

3. Except for the amendment above stated, the Deed of Trust remains in full force and effect, 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 in this Amendment by reference.

4. This Amendment may be executed in any number of counterparts, each of which will be an original, but all of which will constitute one and the same instrument.

5. This Amendment will be governed by the laws of the state of Utah, without giving effect to its conflicts of laws provisions.

6. The Deed of Trust as modified by this Amendment is binding upon and inure to the benefit of the Owner, Trustee, and the Beneficiary and their respective successors and assigns.

7. As amended by this Amendment, the Deed of Trust is ratified and confirmed and continues in full force and effect.

[Remainder of page intentionally left blank]

The parties have signed this First Amendment to Deed of Trust, with Assignment of Leases and Rents, Security Agreement, and Fixture Filing as of the date in the introductory paragraph.

1010 STERLING, LLC

By: *Scott R Turville*
Name: Scott R. Turville
Title: Manager

STATE OF UTAH)
) :ss)
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 16th day of NOVEMBER 2018, by Scott R. Turville, the Manager of 1010 STERLING, LLC, a Utah limited liability company.

Michael P Chabries
Notary Public

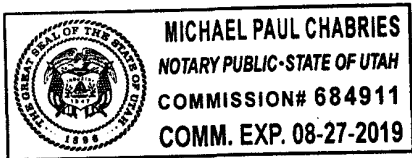


EXHIBIT A

LEGAL DESCRIPTION

That certain real property owned by the Owner and situated in Salt Lake County, Utah and described as follows:

PARCEL 2A:

A tract of land situate in the Southeast quarter of the Southeast quarter of Section 35, Township 1 South, Range 1 East, Salt Lake Base and Meridian. The boundary of said tract of land is described as follows:

Beginning at the intersection of the Westerly right of way line of Wasatch Boulevard and the North line of said Southeast quarter of the Southeast quarter, which point is 50 feet West from the Northeast corner of said Southeast quarter of the Southeast quarter; thence West 230.00 feet; thence along a line which is parallel with and 230.00 feet perpendicularly distant Westerly from said Westerly right of way line of Wasatch Boulevard the following two courses and distances: (1) South $00^{\circ}13'44''$ West 575.73 feet to a point of tangency with a 1629.86 foot radius curve to the right; thence (2) Southerly 297.50 feet along the arc of said curve (Note: chord to said curve bears South $05^{\circ}38'22''$ West for a distance of 297.08 feet) to the point of a 150.00 foot radius, non-tangent curve to the left; thence Easterly 153.45 feet along the arc of said curve (Note: chord to said curve bears South $60^{\circ}41'38''$ East for a distance of 146.84 feet); thence East 92.12 feet, to the said Westerly right of way line of Wasatch Boulevard; thence Northerly 368.55 feet along said Westerly right of way line and the arc of a 1859.86 foot, non-tangent curve to the left (Note: center of said curve bears North $78^{\circ}14'09''$ West and the chord to said curve bears North $06^{\circ}05'15''$ East for a distance of 367.95 feet); thence North $00^{\circ}13'44''$ East 577.37 feet to the point of beginning.

PARCEL 2B:

An entire tract of property situate in the Northeast quarter of the Southeast quarter of Section 35, Township 1 South, Range 1 East, Salt Lake Base and Meridian. The boundary of said tract of land is described as follows:

Beginning at the intersection of the Westerly right of way line of Wasatch Boulevard and the South line of said Northeast quarter of the Southeast quarter, which point is 50 feet West from the Southeast corner of said Northeast quarter of the Southeast quarter and running thence West 230.00 feet; thence North $00^{\circ}13'44''$ East 80.00 feet along a line which is parallel with and 230.00 feet perpendicularly distant Westerly from said Westerly right of way line of Wasatch Boulevard to the Southerly non-access (N/A) line of the Interstate 215 (1-215) on ramp; thence East 100.16 feet along said N/A line; thence North $72^{\circ}53'50''$ East 136.02 feet along said N/A line to the said Westerly right of way line of Wasatch Boulevard; thence South $00^{\circ}13'44''$ West 120.00 feet to the point of beginning.