

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

KEYSTONE NATIONAL GROUP, LLC
60 E. South Temple, Suite 2100
Salt Lake City, UT 84111
Attention: John Earl

65-733-0001 through 65-733-0012, inclusive

168433-DMB

(Space Above for Recorder's Use)

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

THIS PARTIAL RECONVEYANCE AND AMENDMENT TO DEED OF TRUST, ASSIGNMENT OF RENTS, SECURITY AGREEMENT AND FIXTURE FILING (this "Amendment") is made effective as of February 20, 2024, between ONSEN DEVELOPMENT, INC., a Utah corporation with an address of 5513 W 11000 N #301, Highland, UT 84003 ("Trustor"), and KEYSTONE NATIONAL GROUP, LLC, a Delaware limited liability company, whose address is 60 E. South Temple, Suite 2100, Salt Lake City, UT 84111 ("Beneficiary").

RECITALS

A. Beneficiary made a loan to Trustor (herein the "Loan") under the terms set forth in the Term Loan Agreement (as defined in the Deed of Trust referenced below), which Loan is secured by that certain Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing dated March 27, 2023 (herein "Deed of Trust") by Trustor in favor of First American Title Insurance Company, whose address is 215 S State St Suite 280, Salt Lake City, UT 84111, as Trustee ("Trustee") and for the benefit of Beneficiary. The Deed of Trust was recorded on March 27, 2023, in the official records of Utah County, Utah (the "Official Records"), as Entry No. 18482:2023 with respect to certain real property described in the Deed of Trust (herein the

“Original Property”). Capitalized terms used in this Amendment without definition shall have the meanings given them in the Deed of Trust.

B. Trustor and Beneficiary wish to amend the Deed of Trust solely to amend and restate the legal description contained on Exhibit A attached thereto.

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated into this Amendment by this reference, the mutual covenants and agreements herein contain and other good valuable consideration, the receipt of sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Amended Exhibit A.** Exhibit A of the Deed of Trust is hereby deleted and replaced in its entirety with Exhibit A attached hereto. All references to Exhibit A in the Deed of Trust, as amended, shall be deemed to be a reference to Exhibit A attached hereto. All references in the Deed of Trust to the “Real Property” shall be deemed to be a reference to the property described on Exhibit A attached hereto. To the extent any Original Property is not also included as “Real Property” (after giving effect to this Amendment), such Original Property (the “Released Property”) shall not be deemed to be included as “Real Property” upon giving effect to this amendment and is hereby be released from any interest in favor of Beneficiary under the Deed of Trust.

2. **Reconveyance of Released Property.** Keystone National Group, LLC, as the present beneficiary of the Deed of Trust, desires to change and replace the Trustee named therein solely as it pertains to and relates to the Released Property and for no other purpose. Keystone National Group, LLC hereby appoints itself as the “Trustee” under the Deed of Trust in the place of First American Title Insurance Company with the power to perform all obligations and to exercise all rights of the Trustee in and under the Deed of Trust, in each case, solely as it pertains to and relates to the Released Property and for no other purpose. Keystone National Group, LLC, as newly appointed trustee solely as it pertains to and relates to the Released Property and for no other purpose (the “Limited Trustee”), and Keystone National Group, LLC, as secured party and beneficiary, hereby quitclaims, reconveys, releases and discharges to the person or persons legally entitled thereto, but without warranty, all of its right, title and interest in and to the Released Property.

3. **Renewed Grant.** Effective as of the date of the Deed of Trust, Trustor hereby irrevocably assigns, hypothecates, grants, bargains, sells, conveys, warrants, and transfers to Trustee in trust, for the benefit of Beneficiary, with power of sale and right of entry and possession, all of Trustor’s right, title, and interest, whether presently owned or hereafter arising, in and to the Real Property as reflected on Exhibit A attached hereto.

4. **Status of Deed of Trust.** The Deed of Trust remains in full force and effect in accordance with its respective terms, except as expressly modified herein, and the lien of the Deed of Trust is in no manner impaired hereby. Trustor reaffirms all grants, conveyances, assignments, promises, covenants, and warranties of the Deed of Trust, as amended.

5. **Governing Law.** This Amendment shall be construed in accordance with the laws of the state of Utah.

6. **Counterparts.** This Amendment may be executed in counterparts and may be delivered by facsimile or email transmission. Each such counterpart shall constitute an original, but all such counterparts shall constitute but one Amendment.

[Signature Pages Follow]

EXHIBIT A
REAL PROPERTY

The Real Property as amended by this Amendment is located in Utah County, Utah and is more particularly described as follows:

Lots 1 through 12, inclusive, CHERRYPOINT ESTATES PLAT "A" SUBDIVISION, according to the official plat thereof, as recorded January 24, 2024 as Entry No. 4311:2024 in the Utah County Recorder's office, State of Utah.