

WHEN RECORDED MAIL TO:

Red Bridge Capital II, LLC
Ryan M. Spencer
6440 S Wasatch Blvd Ste 200
Salt Lake City, UT 84121

File No.: 154094-LMS

01200348 B: 2770 P: 1623

Page 1 of 5

Rhonda Francis Summit County Recorder

02/01/2023 03:51:14 PM Fee \$40.00

By COTTONWOOD TITLE INSURANCE AGENCY, INC.

Electronically Recorded

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

In Reference to Tax ID Number(s):

FRSTW-F6-19-D-AM, FRSTW-F6-20-C-R-AM, FRSTW-F6-21-C-AM and FRSTW-F6-22-D-R-AM

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

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

This Amendment to Deed of Trust with Assignment of Leases and Rents, Security Agreement, and Fixture Filing (the “**Amendment**”) is dated February 3, 2023, between SNOW COUNTRY LODGING, LLC, a Utah limited liability company with an address at 1375 Deer Valley Drive, Suite 213, Park City, Utah 84060 (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 February 2, 2022, to the trustee named therein for the benefit of the Beneficiary, as the beneficiary, which was recorded in the official records of Summit County, Utah, on February 4, 2022, as entry number 01182760 in book 2721 at page 1592, (as amended, the “**Deed of Trust**”) which encumbers certain real property located in Summit County, Utah, more particularly described in Exhibit A.

The Deed of Trust secures, among other things, repayment of a secured promissory note dated February 2, 2022, as modified by a Loan Modification Agreement dated November 3, 2022, (as amended, the “**Note**”), in the initial principal amount of up to \$4,275,000, 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 up to \$6 million (the “**Modified Loan Amount**”). The Owner and the Beneficiary, among others, have entered into that certain Second 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 Amendment to Deed of Trust with Assignment of Leases and Rents, Security Agreement, and Fixture Filing as of the date in the introductory paragraph.

OWNER:

SNOW COUNTRY LODGING, LLC

Signed with Stavvy:

Trent Timmons

By: 5MNzPCL3o

Name: Trent Timmons

Title: Manager

STATE OF Utah)
COUNTY OF Davis :ss)

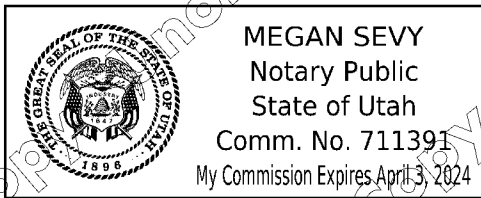
The foregoing instrument was acknowledged before me this 1st day of February, 2023, by Trent Timmons, the manager of Snow Country Lodging, LLC, a Utah limited liability company

Signed with Stavvy:

Megan Sevy

1eRMF1nd

Notary Public



Notarized remotely via audio/video communication using Stavvy

EXHIBIT A

LEGAL DESCRIPTION

That certain real property owned by the Owner and situated in the Summit County, state of Utah and described as follows:

PARCEL 1:

Lots 19-D, 20-C-R, 21-C and 22-D-R, FROSTWOOD PARCEL F6 TOWNHOMES-AMENDED, according to the official plat thereof, on file and of record in the Summit County Recorder's office, recorded June 15, 2017 as Entry No. 1071608.

PARCEL 1A:

Easements for ingress, egress, parking, temporary construction, public utilities, signage and other common element easements as more particularly defined in that certain Declaration of Covenants, Conditions, Easements and Restrictions for The Frostwood Townhomes (A Townhome Planned Unit Development), recorded December 3, 2015 as Entry No. 1034182 in Book 2327 at Page 1442.