

When Recorded Return To:

James H. Jones, Esq.
SNELL & WILMER L.L.P.
Gateway Tower West
15 West South Temple, Suite 1200
Salt Lake City, Utah 84101

NCS- 771151 AH

MEMORANDUM OF MODIFICATION TO DEED OF TRUST

This **MEMORANDUM OF MODIFICATION** (the "Modification") is made effective as of September 7, 2015 by **WOODS CREEK RANCH, LLC**, a Utah limited liability company, as trustor ("Trustor"), whose mailing address is 1445 East Brickyard Road, Suite 30, Salt Lake City, Utah 84106 for the benefit of **RED BRIDGE CAPITAL II LLC**, a Utah limited liability company ("Beneficiary"), whose mailing address is 6440 S. Wasatch Blvd., Suite 200, Salt Lake City, Utah 84121.

Recitals

A. Beneficiary has previously extended to Trustor a construction loan in the original maximum principal amount of One Million Four Hundred Thousand and No/100 Dollars (\$1,400,000.00) (the "Loan"), pursuant to that certain Construction Loan Agreement by and between Trustor and Beneficiary, dated July 7, 2014 (as subsequently modified and amended, the "Loan Agreement").

B. The Loan is further evidenced by that certain Promissory Note made by Trustor, as maker, in favor of Beneficiary, as holder, in the original, principal amount of One Million Four Hundred Thousand and No/100 Dollars (\$1,400,000.00) (as subsequently modified and amended, the "Note"). Capitalized terms used herein without definition, shall have the meanings given to such terms in the Loan Agreement and Note as modified in this Modification.

C. The Loan is secured by, among other things, that certain Deed of Trust, Assignment of Rents, Security Agreement, and Fixture Filing executed by Trustor, as trustor, to the trustee named therein for the benefit of Beneficiary, as beneficiary, recorded on July 14, 2014 as Entry No. 132427, in Book 313, beginning on Page 1148 in the official records of Morgan County, Utah, which was subsequently amended by that certain Amendment to Deed of Trust, Assignment, Security Agreement and Fixture Filing dated May 7, 2015 and recorded June 23, 2015 as Entry No. 135257, in Book 320 beginning on Page 729 in the official records of Morgan County, Utah (collectively, the "Deed of Trust") encumbering the real property more specifically identified in **Exhibit A** attached hereto.

D. **RANDY KRANTZ**, an individual ("Guarantor") personally guaranteed Borrower's obligations under the Loan Agreement and Note pursuant to that certain Continuing Payment and Completion Guaranty dated July 7, 2014 (as subsequently modified and amended, the "Guaranty").

E. Borrower, Guarantor, and Lender subsequently modified and amended the Loan pursuant to that certain First Loan and Note Modification Agreement and Guarantor Consent dated effective January 7, 2015 (the "First Modification Agreement") wherein the parties agreed to: (i) extend the Maturity Date of the Note from January 7, 2015 to May 7, 2015, and (ii) further fund the Interest Reserve.

F. Borrower and Lender further modified and amended the Loan pursuant to that certain Second Loan and Note Modification Agreement and Guarantor Consent dated effective May 7, 2015 (the "Second

Modification Agreement”) wherein the parties agreed to (i) further extend the Maturity Date of the Note from May 7, 2015 to September 7, 2015, (ii) increase the Loan Amount from One Million Four Hundred Thousand and No/100 Dollars (\$1,400,000.00) to ONE MILLION SIX HUNDRED THOUSAND AND NO/100 DOLLARS (\$1,600,000.00), and (iii) further fund the Interest Reserve.

G. The Loan Agreement, Note, Deed of Trust, Guaranty, First Modification Agreement, Second Modification Agreement, and all other documents executed in connection with or evidencing the Loan, as modified herein, are herein referred to as the “Loan Documents”.

H. Trustor and Beneficiary have, concurrently herewith, amended the Loan Agreement, Note, Deed of Trust, Guaranty, and other Loan Documents pursuant to that certain Third Loan and Note Modification Agreement and certain related consents, guarantees and other documents, each dated of even date herewith (collectively, the “Modification Documents”).

I. Trustor and Beneficiary desire to give notice that the Loan Agreement, Note, Deed of Trust, Guaranty, and other Loan Documents have been amended pursuant to the Modification Documents.

Agreement

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Trustor, Trustee and Beneficiary agree as follows:

1. Accuracy of Recitals. Trustor acknowledges the accuracy of the Recitals and agrees that the Recitals are a part of this Modification.

2. Notice of Modification; Modification of Deed of Trust. Notice is hereby given that the Loan Agreement, Note, Deed of Trust, Guaranty, and other Loan Documents have been amended and modified pursuant to the Modification Documents. The Deed of Trust is hereby modified, to the extent necessary, to be consistent with the Modification Documents.

3. Entire Agreement. The Deed of Trust, as modified by this Modification, remains in full force and effect and contains the entire understanding and agreement of the parties in respect of the Deed of Trust and supersedes all prior representations, warranties, agreements and understandings. No provision of this Modification may be changed, discharged, supplemented, terminated or waived except in a writing signed by Beneficiary.

4. No Change In Priority of Deed of Trust. The execution, delivery, recordation, terms and conditions of this Modification shall not novate or subordinate or otherwise adversely affect the lien, encumbrance and priority of the Deed of Trust.

5. Binding Effect. The Deed of Trust, as modified by this Modification, shall be binding upon, and inure to the benefit of, Trustor and Beneficiary and their respective successors and assigns.

6. Further Assurances. Trustor shall execute, acknowledge (as appropriate) and deliver to Beneficiary such additional agreements, documents and instruments as are reasonably required by Beneficiary to carry out the intent of this Modification.

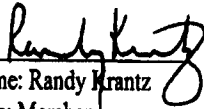
7. Counterpart Execution. This Modification may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same document. Signature pages may be detached from the counterparts and attached to a single copy of this Modification to physically form one document.

8. Governing Law. This Modification shall be governed by and construed in accordance with the same law as that governing the Deed of Trust.

Executed and effective as of the date first set forth above.

TRUSTOR:

WOODS CREEK RANCH, LLC
a Utah limited liability company

By: 
Name: Randy Krantz
Title: Member

BENEFICIARY:

RED BRIDGE CAPITAL II LLC
a Utah limited liability company

By: **CHEROKEE & WALKER MANAGEMENT, LLC**
a Utah limited liability company, its manager

By: _____
Name: Shane R. Peery
Title: Manager

By: _____
Name: Paul K. Erickson
Title: Manager

Executed and effective as of the date first set forth above.

TRUSTOR:


WOODS CREEK RANCH, LLC
a Utah limited liability company


By: _____
Name: Randy Krantz
Title: Member

BENEFICIARY:

RED BRIDGE CAPITAL II LLC
a Utah limited liability company

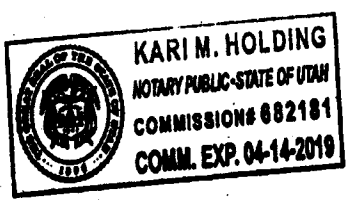
By: CHEROKEE & WALKER MANAGEMENT, LLC
a Utah limited liability company, its manager

By: 
Name: Shane K. Peery
Title: Manager

By: 
Name: Paul K. Erickson
Title: Manager

STATE OF Utah)
COUNTY OF Salt Lake) :ss.

The foregoing instrument was acknowledged before me this 12 day of February, 2016, by **RANDY KRANTZ**, a member of **WOODS CREEK RANCH, LLC**, a Utah limited liability company, on behalf of said company.



Kari M. Holding
NOTARY PUBLIC
Residing at Salt Lake

[SEAL]

STATE OF UTAH)
:SS
COUNTY OF SALT LAKE

The foregoing instrument was acknowledged before me this 13 day of ~~February~~ ^{April}, 2016 by SHANE R. PEERY, a Manager of CHEROKEE & WALKER MANAGEMENT, LLC, a Utah limited liability company, the Manager of RED BRIDGE CAPITAL II LLC, a Utah limited liability company, on behalf of such company.

Carolyn Robinson
Notary Public

My commission expires:

7-15-18



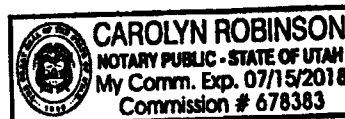
STATE OF UTAH)
:SS
COUNTY OF SALT LAKE

The foregoing instrument was acknowledged before me this 13 day of ~~February~~ ^{April}, 2016 by PAUL K. ERICKSON, a Manager of CHEROKEE & WALKER MANAGEMENT, LLC, a Utah limited liability company, the Manager of RED BRIDGE CAPITAL II LLC, a Utah limited liability company, on behalf of such company.

Carolyn Robinson
Notary Public

My commission expires:

7-15-18



**EXHIBIT A
LEGAL DESCRIPTION**

That certain real property located in Morgan County, Utah, and more particularly described as follows:

Parcel 1:

Lot 1, Re-Subdivision of Pettit Ranchettes P.R.U.D., a Planned Residential Unit Development, according to the official plat thereof as recorded in the office of the Morgan County Recorder.

Parcel 2:

A tract of land situated in the Northwest Quarter of Section 36, Township 3 North, Range 2, East, Salt Lake Base and Meridian, U.S. Survey, Morgan County, Utah, being more particularly described as follows:

Commencing at the Northwest corner of Section 36, as monumented by an iron rod and a 3 way fence corner, thence South $00^{\circ}18'38''$ East 400.00 feet along a fence line to a rebar and cap monumenting the Southwest corner of the Pettit Ranchettes P.R.U.D. the true point of beginning; thence North $74^{\circ}20'31''$ East 653.77 feet along the South line of said Pettit Ranchettes P.R.U.D. to a rebar and cap; thence North $49^{\circ}35'06''$ East 362.86 feet along said South line of Pettit Ranchettes P.R.U.D. to a rebar and cap; thence North $89^{\circ}15'41''$ East 702.88 feet along said South line of Pettit Ranchettes P.R.U.D. to rebar and cap; thence South $20^{\circ}58'12''$ West 981.59 feet to a rebar and cap; thence South $77^{\circ}36'32''$ West 489.65 feet to a rebar and cap; thence South $81^{\circ}09'25''$ West 787.37 feet to a rebar and cap place in a 3 way fence corner; thence North $00^{\circ}05'03''$ West 721.93 feet along a fence line to the point of beginning.

The basis of bearing is the North line of the Northwest Quarter of Section 36 called North $89^{\circ}15'41''$ East.

Property ID No. 00-0062-9173 Serial No. 01-PETTR-0001

Property ID No. 00-0071-5533 Serial No. 01-003-365-01-2

Address: 246 East Woods Creek Drive, Morgan, UT 84050