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Date 15-Apr-2022 12:13PM  
Fee: \$40.00 ACH  
Filed By: JP  
BRENDA NELSON, Recorder  
MORGAN COUNTY  
For: OLD REPUBLIC TITLE (SOUTH OGDEN)  
Recorded Electronically by Simplifile

Property Address (informational purposes only):  
1070 W 5800 N, Morgan, Utah 84050  
Tax ID: 00-0056-3492

When recorded, mail to:

JMMH Holdings, LLC  
Attn: Mark Hancock  
15 W. South Temple, Suite 600,  
Salt Lake City, UT 84101

2264512MLH

Space above this line for Recorder's use only

## AMENDMENT AND EXPANSION OF DEED OF TRUST

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

THE DEED OF TRUST (DEFINED BELOW) CONSTITUTES A SECURITY AGREEMENT, AND IS FILED AS A FIXTURE FILING, WITH RESPECT TO ANY PORTION OF THE PROPERTY IN WHICH A PERSONAL PROPERTY SECURITY INTEREST OR LIEN MAY BE GRANTED OR CREATED PURSUANT TO THE UTAH UNIFORM COMMERCIAL CODE OR UNDER COMMON LAW, AND AS TO ALL REPLACEMENTS, SUBSTITUTIONS, AND ADDITIONS TO SUCH PROPERTY AND THE PROCEEDS THEREOF. FOR PURPOSES OF THE SECURITY INTEREST OR LIEN CREATED BY THE DEED OF TRUST, BENEFICIARY IS THE "SECURED PARTY" AND TRUSTOR IS THE "DEBTOR."

This Amendment and Expansion of Deed of Trust (this "**Amendment**"), dated as of April 13, 2022 (the "**Effective Date**") and entered into by and between Xpert Enterprises, LLC, a Utah limited liability company, whose address is 3811 Thurston Drive, Morgan, Utah 84050 ("**Trustor**"), and JMMH Holdings, LLC, a Utah limited liability company, whose address is 15 W. South Temple, Suite 600, Salt Lake City, UT 84101, as beneficiary ("**Beneficiary**") (each, a "**Party**" and collectively, the "**Parties**"), hereby amends that certain Deed of Trust dated September 20, 2021 and recorded in the official records of Morgan County as Entry No.: 158418 Book: 382 Page: 1376 (the "**Deed of Trust**") pursuant to the following terms and conditions.

1. **DEFINITIONS.** Capitalized terms used and not defined herein shall have the respective meanings assigned to them in the Deed of Trust.

2. **AMENDMENTS.** As of the Effective Date, the Deed of Trust is hereby amended as follows:

(a) **Definition of Real Property.** The definition of "**Real Property**" as set forth in the Deed of Trust shall be amended to include the real property commonly known as 1070 W 5800 N, Morgan, Utah 84050; Tax ID: 00-0056-3492, as more particularly described in the attached Exhibit A.

(b) **Definition of Note.** The definition of "**Note**" as set forth in the Deed of Trust shall be amended to include that certain Allonge to Secured Promissory Note dated April 13, 2022.

3. **DATE OF EFFECTIVENESS.** This Amendment, including all of the changes set forth in Section 2, shall become effective as of the Effective Date. On and after the Effective Date, each reference in the Deed of Trust to "this Deed of Trust," "the Deed of Trust," "hereunder," "hereof," "herein," or words of like import, and each reference to the Deed of Trust in any other lien instruments, documents, or instruments executed and delivered pursuant to, or in connection with, the Deed of Trust, will mean and be a reference to the Deed of Trust as amended by this Amendment.

4. REPRESENTATIONS AND WARRANTIES. Trustor hereby represents and warrants to Beneficiary that: (i) it has the full right, power, and authority to enter into this Amendment and to perform its obligations hereunder and under the Deed of Trust as amended by this Amendment; (ii) the execution of this Amendment by the individual whose signature is set forth at the end of this Amendment on behalf of Trustor, and the delivery of this Amendment by Trustor, have been duly authorized by all necessary action on the part of Trustor; and (iii) this Amendment has been executed and delivered by Trustor and (assuming due authorization, execution, and delivery by Beneficiary) constitutes the legal, valid, and binding obligation of Trustor, enforceable against Trustor in accordance with its terms, except as may be limited by any applicable bankruptcy, insolvency, reorganization, moratorium, or similar laws and equitable principles related to or affecting creditors' rights generally or the effect of general principles of equity.

5. DISCLAIMER. EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES SET FORTH IN THE DEED OF TRUST AND IN SECTION 4 OF THIS AMENDMENT: (i) NEITHER PARTY HERETO NOR ANY PERSON ON SUCH PARTY'S BEHALF HAS MADE OR MAKES ANY EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY WHATSOEVER, EITHER ORAL OR WRITTEN, WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED; AND (ii) EACH PARTY HERETO ACKNOWLEDGES THAT IT HAS NOT RELIED UPON ANY REPRESENTATION OR WARRANTY MADE BY THE OTHER PARTY, OR ANY OTHER PERSON ON SUCH OTHER PARTY'S BEHALF, EXCEPT AS SPECIFICALLY PROVIDED IN SECTION 4 HEREOF, IN ENTERING INTO THIS AMENDMENT.

6. MISCELLANEOUS.

(a) This Amendment is governed by and construed in accordance with the laws of the State of Utah, without regard to the conflict of laws provisions of such State.

(b) This Amendment shall inure to the benefit of and be binding upon each of the Parties and each of their respective permitted successors and permitted assigns.

(c) The headings in this Amendment are for reference only and do not affect the interpretation of this Amendment.

(d) This Amendment may be executed in counterparts, each of which is deemed an original, but all of which constitute one and the same Deed of Trust. Delivery of an executed counterpart of this Amendment electronically or by facsimile shall be effective as delivery of an original executed counterpart of this Amendment.

(e) This Amendment and the Deed of Trust, together, constitute the sole and entire Deed of Trust between the Parties with respect to its subject matter, and supersede all prior and contemporaneous understandings, Deed of Trusts, representations, and warranties, both written and oral, with respect to such subject matter.

7. REMAINDER OF DEED OF TRUST. Except as expressly provided in this Amendment, all of the terms and provisions of the Deed of Trust are and will remain in full force and effect and are hereby ratified and confirmed by the Parties in all respects. Without limiting the generality of the foregoing, the amendments contained herein will not be construed as an amendment to or waiver of any other provision of the Deed of Trust (or of any other agreement or document relating to the subject matter hereof), or as a waiver of or consent to any further or future action on the part of either Party that would require the waiver or consent of the other Party.

*(Signatures on the following page)*

IN WITNESS WHEREOF, Trustor has executed this Amendment and Expansion of Deed of Trust as of the date first set forth above.

XPERT ENTERPRISES, LLC,  
a Utah limited liability company

By: [Signature]  
Blair Gardner, its Manager

STATE OF UTAH ) :ss.  
COUNTY OF WEBER. )

The foregoing instrument was acknowledged before me this 13 day of April, 2022 by Blair Gardner, who duly acknowledged and provided evidences satisfactory to me of his identity and his authority to execute this instrument on behalf of Trustor.

[Signature]  
Notary Public



## EXHIBIT A: LEGAL DESCRIPTION

A tract of land situated in the Northwest quarter of Section 30, Township 5 North, Range 2 East, Salt Lake Base and Meridian, U.S. Survey, Morgan County, Utah being more particularly described as follows:

Commencing at the West quarter corner of said Section 30, which bears South 88°14'42" West (Basis of Bearing) 2731.52 feet from the center quarter corner of said Section 30 monumentalized by a rebar and cap; thence North 00°00'00" East 665.91 feet to the Southwest Corner of the Cottonwood Commercial Park; Thence North 00°00'00" East 669.09 feet to the Northwest corner of said Cottonwood Commercial Park; thence South 88°25'47" East 989.39 feet along the North line of said commercial park to the true point of beginning and the Northeast corner of serial number 03-005-123-CD and running thence South 88°25'47" East 171.77 feet; thence South 00°18'00" West 334.51 feet; thence North 88°25'46" West 177.74 feet to the Southeast Corner of serial number 03-005-123-CD; thence North 01°19'19" East 334.43 feet to the point of beginning.

Subject to and together with a 60 foot right-of-way for ingress and egress and future road described as follows; part of the northwest quarter of Section 30, Township 5 North, Range 2 East, Salt Lake Base and Meridian, the centerline of which is described as follows:

commencing at a point which is North 1000.45 feet and South 88°25'47" East 391.86 feet from the West quarter corner of said Section 30, and running thence South 88°25'47" East 910.67 feet more or less to the Westerly line of Cottonwood Canyon Road, said line being the centerline of Cottonwood Commercial Park unrecorded. Also subject to a right-of-way for a temporary turnaround as shown on drawing ME 93-89, file "BABCOCK001". Which is made a part hereof by this reference.

Together with a 10 foot wide utility easement for the purpose of installation and maintenance of the utility service line being more particularly described as follows: commencing at the Northeast corner of the above described parcel; thence South 88°25'47" East 10.00 feet; thence South 01°19'19" West 304.43 feet; Thence North 88°25'47" West 10.00 feet; thence North 01°19' East 304.43 feet to the point of beginning.

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