

THIS INSTRUMENT PREPARED BY:
The Bank of Commerce
624 Jensen Grove Drive
Blackfoot ID 832210000

AFTER RECORDING RETURN TO:
The Bank of Commerce
624 Jensen Grove Drive
Blackfoot ID 832210000

(Space Above This Line For Recording Data)

LOAN NUMBER: 4013813662

MODIFICATION AGREEMENT - DEED OF TRUST

THIS MODIFICATION AGREEMENT ("Agreement") is made this 22nd day of March, 2023, between HAYSTACK PROPERTIES LLC, an Idaho Limited Liability Company, whose address is 1034 KIMBALL LANE, BANCROFT, Idaho 83217 ("Grantor"), and The Bank of Commerce whose address is 624 Jensen Grove Drive, Blackfoot, Idaho 83221 ("Lender").

The Bank of Commerce and Grantor entered into a Deed of Trust dated March 14, 2022 and INSTRUMENT NO. 33708:2022, records of County of Utah, State of Utah ("Deed of Trust"). The Deed of Trust covers the following described real property:

Address: SEC 5, T 8S, R. 3E, SLB&M, SPRINGVILLE, Utah 84663

Legal Description: COMMENCING AT THE EAST QUARTER CORNER SECTION 5, T. 8S, R. 3E, SLB&M; NORTH 10 CHAINS; WEST 5.13 CHAINS; SOUTH 10 CHAINS; EAST 5.24 CHAINS TO BEGINNING. PARCEL NO. 26:042:0004

It is the express intent of the Grantor and Lender to modify the terms and provisions set forth in the Deed of Trust. Grantor and Lender hereby agree to modify the Deed of Trust as follows:

- A PROMISSORY NOTE OR OTHER AGREEMENT NO. 4013813662, DATED MARCH 14, 2022, FROM GRANTOR TO LENDER, WITH A LOAN AMOUNT OF \$1,100,000.00 AND MATURING ON MARCH 15, 2024.

Grantor and Lender agree that the Deed of Trust including such changes, modifications, and amendments as set forth herein, shall remain in full force and effect with respect to each and every term and condition thereof and nothing herein contained shall in any manner affect the lien of the Deed of Trust on the Property. Nothing contained herein shall in any way impair the Deed of Trust or the security now held for the indebtedness thereunder, or alter, waive, annul, vary, or affect any provision, term, condition, or covenant therein, except as herein provided, nor affect or impair any rights, powers, privileges, duties, or remedies under the Deed of Trust it being the intent of Grantor and Lender that the terms and provisions thereof shall continue in full force and effect, except as specifically modified herein. Nothing in this Agreement shall constitute a satisfaction of the promissory note or notes, or other credit agreement or agreements secured by the Deed of Trust.



Lender's consent to this Agreement does not waive Lender's right to require strict performance of the Deed of Trust modified above, nor obligate Lender to make any future modifications. Any guarantor or cosigner shall not be released by virtue of this Agreement.

If any Grantor who signed the original Deed of Trust does not sign this Agreement, then all Grantors signing below acknowledge that this Agreement is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Agreement or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.

This Agreement shall be binding upon the heirs, successors, and assigns with respect to parties hereto. Whenever used, the singular shall include the plural, the plural, the singular, and the use of any gender shall be applicable to all genders.

ORAL AGREEMENTS DISCLAIMER. This Agreement represents the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.

By signing below, Grantor and Lender acknowledge that they have read all the provisions contained in this Agreement, and that they accept and agree to its terms.

HAYSTACK PROPERTIES LLC 03-22-23

Craig Childs Crandall

By: CRAIG CHILDS CRANDALL Date
Its: MANAGER

Reed Wright Crandall 3-22-23

By: REED WRIGHT CRANDALL Date
Its: MANAGER/PRESIDENT

Keith Craig Crandall 3-22-23

By: KEITH CRAIG CRANDALL Date
Its: MANAGER/SECRETARY

By: KIMBALL LANE LIMITED PARTNERSHIP, GENERAL PARTNER

By: KIMBALL LANE MANAGEMENT, LLC, GENERAL PARTNER

Craig Childs Crandall 03-22-2023

By: CRAIG CHILDS CRANDALL Date
CRANDALL
Its: MANAGER

BUSINESS ACKNOWLEDGMENT

STATE OF IDAHO)
)
COUNTY OF Bannock)

On this the 22nd of March, 2023, before me, Kaylee Dean, a Notary Public, personally appeared CRAIG CHILDS CRANDALL, MANAGER on behalf of HAYSTACK PROPERTIES LLC, an Idaho Limited Liability Company, to me personally known or who having proven to me on the basis of satisfactory evidence to be the person whose name is subscribed within this instrument and who acknowledged that he/she holds the position set forth and that he/she being authorized to do so, executed the foregoing instrument for the purpose therein contained, by signing the name of the Limited Liability Company by himself/herself as MANAGER of HAYSTACK PROPERTIES LLC, and that the foregoing instrument is the voluntary act and deed of the Limited Liability Company. In witness whereof, I hereunto set my hand and official seal.

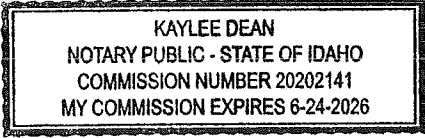
My commission expires: 6-24-2026

Kaylee Dean

residing at
Pocatello, ID 83204

Identification Number

(Official Seal)



BUSINESS ACKNOWLEDGMENT

STATE OF IDAHO)
)
COUNTY OF Bannock)

On this the 22nd of March, 2023, before me, Kaylee Dean, a Notary Public, personally appeared REED WRIGHT CRANDALL, MANAGER/PRESIDENT on behalf of HAYSTACK PROPERTIES LLC, an Idaho Limited Liability Company, to me personally known or who having proven to me on the basis of satisfactory evidence to be the person whose name is subscribed within this instrument and who acknowledged that he/she holds the position set forth and that he/she being authorized to do so, executed the foregoing instrument for the purpose therein contained, by signing the name of the Limited Liability Company by himself/herself as MANAGER/PRESIDENT of HAYSTACK PROPERTIES LLC, and that the foregoing instrument is the voluntary act and deed of the Limited Liability Company. In witness whereof, I hereunto set my hand and official seal.

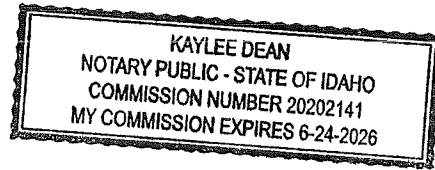
My commission expires: 6-24-2026

Kaylee Dean

Identification Number

residing at
Pocatello, ID 83204

(Official Seal)



BUSINESS ACKNOWLEDGMENT

STATE OF IDAHO)
COUNTY OF Bannock)

On this the 22nd of March, 2023, before me, Kaylee Dean, a Notary Public, personally appeared KEITH CRAIG CRANDALL, MANAGER/SECRETARY on behalf of HAYSTACK PROPERTIES LLC, an Idaho Limited Liability Company, to me personally known or who having proven to me on the basis of satisfactory evidence to be the person whose name is subscribed within this instrument and who acknowledged that he/she holds the position set forth and that he/she being authorized to do so, executed the foregoing instrument for the purpose therein contained, by signing the name of the Limited Liability Company by himself/herself as MANAGER/SECRETARY of HAYSTACK PROPERTIES LLC, and that the foregoing instrument is the voluntary act and deed of the Limited Liability Company. In witness whereof, I hereunto set my hand and official seal.

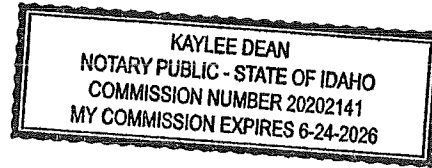
My commission expires: 6-24-2026

Kaylee Dean

residing at
Pocatello, ID 83204

Identification Number

(Official Seal)



BUSINESS ACKNOWLEDGMENT

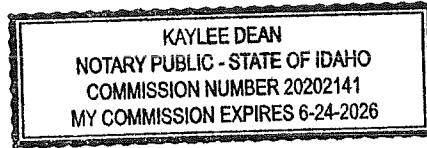
STATE OF IDAHO)
)
COUNTY OF Bannock)

On this the 22nd of March, 2023, before me, Kaylee Dean, a Notary Public, personally appeared CRAIG CHILDS CRANDALL, MANAGER of KIMBALL LANE MANAGEMENT, LLC, on behalf of HAYSTACK PROPERTIES LLC, an Idaho Limited Liability Company, to me personally known or who having proven to me on the basis of satisfactory evidence to be the person whose name is subscribed within this instrument and who acknowledged that he/she holds the position set forth and that he/she being authorized to do so, executed the foregoing instrument for the purpose therein contained, by signing the name of the Limited Liability Company by himself/herself as MANAGER of KIMBALL LANE MANAGEMENT, LLC, on behalf of HAYSTACK PROPERTIES LLC, and that the foregoing instrument is the voluntary act and deed of the Limited Liability Company. In witness whereof, I hereunto set my hand and official seal.

My commission expires: 6-24-2026
residing at
Pocatello, ID 83204

Kaylee Dean
Identification Number

(Official Seal)



LENDER: The Bank of Commerce

Justin R. Hokanson 3/24/23
By: Justin R. Hokanson Date
Its: Executive Vice President

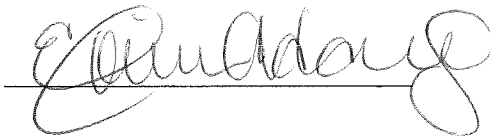
BUSINESS ACKNOWLEDGMENT

STATE OF IDAHO)
COUNTY OF BINGHAM)

On this the 24th day of March 2023, before me, Erin Adams, a Notary Public, personally appeared Justin R. Hokanson, Executive Vice President on behalf of The Bank of Commerce, a(n) Community Bank, to me personally known or who having proved to me on the basis of satisfactory evidence to be the person whose name is subscribed within this instrument and who acknowledged that he/she holds the position set forth and that he/she being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the Lender by himself/herself as Executive Vice President of The Bank of Commerce, and that the foregoing instrument is the voluntary act and deed of the Lender.

In witness whereof, I hereunto set my hand and official seal.

My commission expires: 03/06/2027



residing at
Blackfoot
Idaho

(Official Seal)

