



W2939640

WHEN RECORDED MAIL TO:

Red Bridge Capital II, LLC
6440 South Wasatch Blvd. #200
Salt Lake City, UT 84121

E# 2939640 PG 1 OF 6
Leann H. Kilts, WEBER COUNTY RECORDER
31-Aug-18 0310 PM FEE \$22.00 DEP JC
REC FOR: COTTONWOOD TITLE INSURANCE AGENCY
ELECTRONICALLY RECORDED

File No.: 79662-DF

**FIRST AMENDMENT TO
DEED OF TRUST, WITH ASSIGNMENT OF LEASES AND
RENTS, SECURITY AGREEMENT, AND FIXTURE FILING
(Weber County)**

In Reference to Tax ID Number(s):

01-019-0023, 01-019-0024, 01-019-0019 and 19-121-0010

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

**FIRST AMENDMENT TO
DEED OF TRUST, WITH ASSIGNMENT OF LEASES AND
RENTS, SECURITY AGREEMENT,
AND FIXTURE FILING
(Weber County)**

This First Amendment to Deed of Trust with Assignment of Leases and Rents, Security Agreement, and Fixture Filing (the “**Amendment**”) is dated August 31, 2018, between C2 INVESTMENTS, LLC, a Montana limited liability company with an address at 4780 N. Pole Path Crive, Pleasant View, Utah 84414 (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 September 29, 2016, to the trustee named therein for the benefit of the Beneficiary, as the beneficiary, which was recorded in the official records of Weber County, Utah, on October 3, 2016, as entry number 2818429 (as amended, the “**Deed of Trust**”), which encumbers certain real property located in Weber County, Utah, more particularly described in exhibit A.

The Deed of Trust secures, among other things, repayment of a secured promissory note dated September 29, 2016, in the principal amount of up to \$3,225,000, which evidences financing extended by the Beneficiary to the Owner.

The Owner has agreed as an obligation secured by this Deed of Trust a second loan from the Beneficiary to the Owner in the amount of \$750,000 pursuant to a loan agreement dated approximately the same day as this Amendment (the “**Second Loan**”). The Owner and the Beneficiary want to enter into this Amendment to amend the Deed of Trust to add the Second Loan to the obligations secured by the Deed of Trust.

The parties therefore agree as follows:

1. Section 2.1 of the Deed of Trust is amended and replaced in its entirety to read as follows:

2.1 **Obligations Secured.** Trustor makes this Deed of Trust for the purpose of securing the following: (a) the payment of indebtedness of Trustor in the principal amount of \$3,225,000 (the “**First Loan**”), with interest thereon, according to the terms of the promissory note dated September 29, 2016, executed by Trustor, and payable to Beneficiary, as lender (the “**First Note**”); (b) the payment of indebtedness of Trustor in the principal amount of \$750,000 (the “**Second Loan**,” and together with the First Loan, the “**Loan**”), with interest thereon, according to the terms of the promissory note dated approximately the same date as this Amendment, executed by Trustor, and payable to Beneficiary, as lender (the “**Second Note**,” and together with the First Note, the “**Note**”); (c) payment of all other sums advanced to Trustor (including additional loans or advances as may be made to Trustor after the date of this Deed of Trust with interest thereon, whether or not evidenced by a promissory note or notes reciting that they are secured by this Deed of Trust); (d) performance of every obligation of Trustor contained in the Loan Documents (as defined below) and as those documents may be amended or modified from time to time, including an increase in the amount of the Loan; (e) performance of every obligation of Trustor contained in any agreement, document, or instrument executed by Trustor stating that the applicable obligations are secured by this Deed of Trust (collectively, the “**Secured Obligations**”); and (f) for the benefit of Beneficiary, compliance with and performance of each and every provision of any declaration of covenants, conditions, and restrictions; any maintenance or easement agreement; or any other agreement, document, or instrument by which the Trustor is bound or may be affected. It is the express intention of the parties hereto that this Deed of Trust will stand as a continuing security until paid for all the Secured Obligations with interest thereon as applicable. “**Loan Documents**” means this Deed of Trust, the Note, and any other loan agreements, deeds of trust, security agreements, pledge agreements, mortgages, agreements, guaranties, or other instruments given to evidence, document, or further secure the Loan and payment and performance of the Secured Obligations, including all amendments or modifications to those documents.

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 First Amendment to Deed of Trust with Assignment of Leases and Rents, Security Agreement, and Fixture Filing as of the date in the introductory paragraph.

C2 INVESTMENTS, LLC

By: C2 INVESTMENTS, L.P.
Its: Managing Member

By: *Jeffrey D. Clark*
Name: Jeffrey D. Clark
Title: General Partner

STATE OF Utah)
COUNTY OF Weber) :ss)

The foregoing instrument was acknowledged before me this 29 day of August, 2018, by Jeffrey D. Clark, a general partner of C2 Investments, L.P., a Utah limited partnership, which is the managing member of C2 Investments, LLC, a Montana limited liability company.

Maria M. Tarr
Notary Public

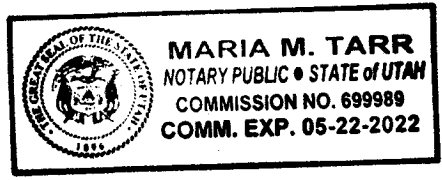


EXHIBIT A LEGAL DESCRIPTION

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

PARCEL 1:

Part of Lots 7, 8 and 9, Block 23, Plat A, Ogden City Survey, Ogden City, Weber County, Utah: Beginning at the Northeast corner of said Lot 8 and running thence South 00°58' West 161.68 feet along the East line of said block; thence North 89°00'16" West 137.00 feet; thence South 00°58' West 22.00 feet; thence North 89°00'16" West 196.35 feet to the West line of Lot 9; thence North 00°58' East 315.68 feet to the Northwest corner of said Lot 7; thence South 89°09' East 86.85 feet along the North line of said Lot 7; thence South 00°58' West 119.80 feet; thence South 89°07'59" East 130.00 feet; thence South 00°52'01" West 12.95 feet to the South line of Lot 7; thence South 89°07'36" East 116.50 feet along the South line of said Lot 7 to the point of beginning.

TOGETHER WITH an easement for ingress and egress described as follows: a part of Lots 9 and 10, Block 23, Plat A: Beginning at a point 104.46 feet North 00°58' East of the Northwest corner of Lot 10 and running thence South 89°00'16" East 20 feet; thence South 00°58' West 143.31 feet; thence North 89°00'16" West 20 feet; thence North 00°58' East 143.31 feet to the point of beginning. The above described easement shall terminate and revert to James W. Stacey and Thomas E. Norman, or their assigns, at such time as the easement no longer joins with or connects to public use property to the South of said easement.

SUBJECT TO a no build easement described as follows: a part of Lot 9, Block 23, Plat A, Ogden City Survey, Ogden City, Weber County, Utah: Beginning at a point which is North 00°58' East 104.02 feet from the Southeast corner of said Lot 9 and running thence North 89°00'16" West 147.00 feet; thence North 00°58' East 10.00 feet; thence South 89°00'16" East 147.00 feet; thence South 00°58' West 10.00 feet to the point of beginning. This no build easement is to be interpreted so as to comply with existing building code requirements for an existing building located immediately to the South of such easement and shall terminate if and when such building is demolished or removed.

PARCEL 2:

Part of Lot 7, Block 23, Plat "A", Ogden City Survey, Ogden City, Weber County, Utah: Beginning at the Northeast corner of Lot 7 and running thence South 00°58' West 132.85 feet to the Southeast corner of said Lot 7; thence North 89°07'36" West 116.50 feet, along the South line of said Lot 7; thence North 00°52'01" East 12.95 feet; thence North 89°07'59" West, 130 feet; thence North 00°58' East, 119.80 feet to the North line of said Lot 7; thence South 89°09' East 246.50 feet along said North line to the point of beginning.

PARCEL 3:

Part of Lots 5 and 6, Block 23, Plat A, Ogden City Survey, Ogden City, Weber County, Utah: Beginning at the Northeast corner of said Lot 6 and running thence South 00°58' West 265.43 feet to the Southeast corner of said Lot 5; thence North 89°06'12" West 29.65 feet; thence North 00°58' East 54.50 feet; thence North 89°06'12" West 115.85 feet parallel to the South line of said Lot 7; thence North 00°58' East 195.82 feet to the North line of said Lot 6; thence three courses along said North line as follows: South 89°09' East 3.20 feet; thence Northeasterly along the arc of a 47.60 foot radius curve to the left 38.85 feet (long chord bears North 67°28'12" East 37.77 feet), and South 89°09' East 107.65 feet to the point of beginning.

PARCEL 4:

All of Lot 21, PARKLAND BUSINESS CENTER SUBDIVISION PHASE 1, Pleasant View City, Weber County, Utah, as recorded on the official plat thereof.

Tax Id No.: 01-019-0023, 01-019-0024, 01-019-0019 and 19-121-0010