



W3206771

WHEN RECORDED, MAIL TO:

When recorded, return to:

Actium High Yield Loan Fund II LLC
Actium High Yield Loan Fund III LLC
Actium High Yield Loan Fund IV LLC
Actium High Yield Loan Fund V LLC
Actium High Yield Loan Fund VI LLC
Actium High Yield Loan Fund VII LLC

111 E. Broadway, Suite 390
Salt Lake City, Utah 84111
050949
22-040-0037

E# 3206771 PG 1 OF 4
Leann H. Kilts, WEBER COUNTY RECORDER
27-Dec-21 0150 PM FEE \$40.00 DEP DAC
REC FOR: US TITLE INSURANCE AGENCY
ELECTRONICALLY RECORDED

**MODIFICATION of
DEED OF TRUST, ASSIGNMENT OF LEASES AND RENTS, SECURITY
AGREEMENT AND FIXTURE FILING**

THIS MODIFICATION of DEED OF TRUST, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING (the "Modification"), is made effective as of December 22, 2021, by and among Levanta, LLC, a Delaware limited liability company ("Trustor"), in favor of W. Michael Black, a member of the Utah Bar Association ("Trustee"), for the benefit of Actium Loan Management LLC, a Utah limited liability company, Actium High Yield Loan Fund IV LLC, a Utah limited liability company, Actium High Yield Loan Fund V LLC, a Utah limited liability company, Actium High Yield Loan Fund VI LLC, a Utah limited liability company, and Actium High Yield Loan Fund VII LLC, a Utah limited liability company, and their successors and assigns (together with its successors and assigns, collectively, "Beneficiary"), with a mailing address at 111 East Broadway, Suite 390, Salt Lake City, 84111, and its successors and assigns.

Recitals

A. Lender is the beneficiary of that certain Deed of Trust, Assignment of leases and Rents, Security Agreement and Fixture Filing dated on or about December 29, 2020 executed by Trustor and recorded in Weber County as Entry 3114636 (the "Deed of Trust") on or about December 31, 2020, which secures Lender's first-position security interest in the property described therein and which includes the property more particularly described on Exhibit A attached hereto (the "Property") and Borrower's obligations under that certain Loan Agreement dated on or about March 17, 2020 (the "Loan Agreement") and as further evidenced by that certain Trust Deed Promissory Note dated on or about March 17, 2020 (the "Note," and together with the Loan Agreement and the other documents, instruments and agreements entered into in conjunction therewith, the "Credit Agreements").

B. Since the effective date of the Credit Agreements, the maximum principal amount of the Credit Agreements has been modified to \$350,000.00.

C. Trustor and Beneficiary have agreed to modify the terms of the Credit Agreements to reflect, among other things, the changes referenced above.

D. Trustor and Beneficiary desire to modify the Deed of Trust to place of public record certain of the terms of their modified relationship.

Agreement

NOW, WHEREFORE, Trustor and Beneficiary hereby modify the Deed of Trust to reflect agreements between the Trustor and Beneficiary, including, but not limited to:

1. Principal Amount of the Credit Agreements. The maximum principal amount of the Credit Agreements, as of the date of this Modification, is \$350,000, and the Deed of Trust secures the repayment of such amount, together with interest and all other amounts owing thereon as evidenced by the Credit Agreements.

2. Effectiveness. As modified herein, all of the provisions of the Deed of Trust, shall remain in full force and effect, including but not limited to the fact that the Property and Deed of Trust granted to Beneficiary as security for the loan evidenced by the Credit Agreements shall continue to secure the loan in the same priority position and is not changed or altered in any way by this Modification.

3. Conflict. To the extent that there is any conflict between the terms of this Modification and the Deed of Trust, the terms of this Modification shall control and govern the relationship between the parties.

[remainder of page intentionally left blank; signature page follows]

Exhibit A
Legal Description

The land and real property referred to in this Trust Deed is situated in Weber County, State of Utah and is described as follows:

Part of the Northeast Quarter of Section 33, part of the Northwest Quarter of Section 34, part of the Southeast Quarter of Section 28, and part of the Southwest Quarter of Section 27, Township 7 North, Range 1 East, Salt Lake Base and Meridian: Beginning at a point on the North line of said Section 33 which is 110.00 feet North 89°22'45" West along said Section line from the Northeast corner of Section 33, running thence North 0°31'13" East 683.90 feet to a centerline of a canal; thence along the center of a canal the following nine (9) courses: (1) South 40°31'00" East 115.30 feet, (2) South 10°57'00" East 79.14 feet, (3) South 25°07'00" West 94.13 feet (4) South 26°32'00" East 142.54 feet, (5) South 53°09'00" East 54.00 feet (6) South 89°31'00" East 80.80 feet, (7) South 46°15'00" East 100.14 feet, (8) South 7°49'00" East 159.24 feet and (9) South 6°04'39" West 164.53 feet; thence South 1°56'52" West 54.28 feet to the North line of Kimbers Subdivision; thence South 81°27'25" West along said North line 212.32 feet to the West line of Section 34 and West line of said Kimbers Subdivision; thence South 0°22'55" West along said West lines 306.41 feet; thence South 79°54'11" West 417.23 feet; thence North 69°49'04" West 493.43 feet; thence North 0°18'20" East 421.32 feet to said North line of Section 33, thence South 89°22'45" East along said North line 765.10 feet to the point of beginning.

LESS AND EXCEPTING THEREFROM THE FOLLOWING: Beginning at the Northmost Corner of Kimbers Subdivision, recorded as Entry No. 1353660 in Book 40 at Page 22 in the Office of the Weber County Recorder, said point lies South 89°35'03" East 208.621 feet along the Section Line and South 169.464 feet from the Northwest Corner of Section 34, Township 7 North, Range 1 East, Salt Lake Base and Meridian and running thence along said Kimbers Subdivision the following (2) courses: 1) South 81°27'25" West 212.320 feet; 2) South 00°22'55" West 306.410 feet; thence South 79°54'11" West 128.141 feet; thence North 00°22'55" East 292.378 feet; thence South 89°56'34" West 33.393 feet; thence North 215.793 feet; thence South 89°22'45" East 75.774 feet; thence North 00°31'13" East 325.000 feet; thence South 89°31'00" East 101.354 feet to the centerline of a canal; thence along said canal the following (5) courses: 1) South 53°09'00" East 42.500 feet; 2) South 89°31'00" East 80.800 feet; 3) South 46°15'00" East 100.140 feet; 4) South 07°49'00" East 159.240 feet; 5) South 06°04'39" West 164.530 feet; thence South 01°56'52" West 54.280 feet to the point of beginning.

Situated in Weber County, State of Utah

APN: 22-040-0037