

Property Addresses in Hideout, Utah (informational purposes only):

822 E KLAIM DR, 828 E KLAIM DR, 834 E KLAIM DR, 11745 N Apex Way; 11753 N Apex Way
842 E KLAIM DR, 848 E KLAIM DR, 854 E KLAIM DR, 11759 N Apex Way; 11767 N Apex Way
862 E KLAIM DR, 872 E KLAIM DR, 876 E KLAIM DR, 11781 N Apex Way; 11785 N Apex Way
882 E KLAIM DR, 11647 N KLAIM WAY, 11645 N KLAIM WAY, 11789 N Apex Way; 11793 N Apex Way
11643 N KLAIM WAY AND 11641 N KLAIM WAY, 11794 N Apex Way; 11788 N Apex Way
11786 N Apex Way; and 11782 N Apex Way

Tax IDs: 00-0021-7259; 00-0021-7260; 00-0021-7261; 00-0021-7262; 00-0021-7263; 00-0021-7264; 00-0021-7265; 00-0021-7266; 00-0021-7267; 00-0021-7268; 00-0021-7269; 00-0021-7270; 00-0021-7271; 00-0021-7272; 00-0021-7273; 00-0021-7274; 00-0021-7275; 00-0021-7276; 00-0021-7277; 00-0021-7278; 00-0021-7279; 00-0021-7280; 00-0021-7281; 00-0021-7282; 00-0021-7283; and 00-0021-7284
Unit 55 00-0021-7273; Unit 56 00-0021-7274; Unit 57 00-0021-7275; Unit 58 00-0021-7276; Unit 59 00-0021-7277; Unit 60 00-0021-7278; Unit 61 00-0021-7279; Unit 62 00-0021-7280; Unit 71 00-0021-7281; Unit 72 00-0021-7282; Unit 73 00-0021-7283; and Unit 74 00-0021-7284

When recorded, mail to:

TMB Limited Company
Attn: James Warner
5396 W. 2400 S., WVC, Utah 84120

MNT: 91146

Space above this line for Recorder's use only

AMENDMENT TO 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 December 9, 2022 (the "**Effective Date**") and entered into by and between KLAIM, LLC, a Utah limited liability company, whose address is 4685 Highland Dr #224, Millcreek, Utah 84117 ("**Trustor**"), TMB Limited Company, a Utah limited liability company, having a business address of 5396 W. 2400 S., WVC, Utah 84120, as beneficiary ("**Beneficiary**") (each, a "**Party**" and collectively, the "**Parties**"), hereby amends that certain Deed of Trust dated March 30, 2022, and recorded in the official records of Wasatch County as Ent 517303 Bk 1403 Pg 1314 - 1346 (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) **Loan Amount.** The amount of the Loan stated in the first Recital shall be amended to be \$13,923,252.53.

(b) **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 described in the attached Exhibit A.

(c) **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 December 9, 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.

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

KLAIM, LLC
a Utah limited liability company
By Jordanelle Ranch LLC, its Manager

By: 
Chris Ensign, Manager of Jordanelle Ranch LLC

STATE OF UTAH):ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this 11th day of January, 2023 by Chris Ensign, who duly acknowledged and provided evidence satisfactory to me of his identity and his authority to execute this instrument on behalf of Trustor.

Notary Public



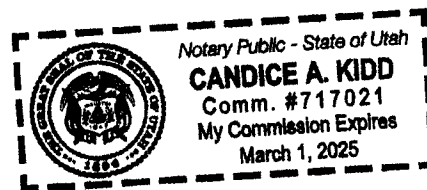


EXHIBIT A: LEGAL DESCRIPTION

PHASE 3:

Lots 1 to 14, inclusive, Klaim Phase 3 Subdivision, according to the official plat thereof and filed March 21, 2022 as Entry No. 516845 in Book 1402 at Page 211 in the office of the Wasatch County Recorder.

(Parcel Numbers: 00-0021-7259 thru 00-0021-7272)

Addresses in Hideout, Utah (for informational purposes only): 822 E KLAIM DR, 828 E KLAIM DR, 834 E KLAIM DR, 842 E KLAIM DR, 848 E KLAIM DR, 854 E KLAIM DR, 862 E KLAIM DR, 872 E KLAIM DR, 876 E KLAIM DR, 882 E KLAIM DR, 11647 N KLAIM WAY, 11645 N KLAIM WAY, 11643 N KLAIM WAY AND 11641 N KLAIM WAY.

PHASE 4:

Lots 55, 56, 57, 58, 59, 60, 61, 62, 71, 72, 73 and 74 of Klaim Phase 3 Subdivision recorded on March 21, 2022 as Entry No.: 516845 In Book 1402 and Page 211, according to the official plat thereof on file and of record in the office of the Wasatch County Recorder.

<i>Unit#:</i>	<i>Tax ID:</i>	<i>Address in Hideout, Utah:</i>
Unit 55	<u>00-0021-7273</u>	11745 N Apex Way
Unit 56	<u>00-0021-7274</u>	11753 N Apex Way
Unit 57	<u>00-0021-7275</u>	11759 N Apex Way
Unit 58	<u>00-0021-7276</u>	11767 N Apex Way
Unit 59	<u>00-0021-7277</u>	11781 N Apex Way
Unit 60	<u>00-0021-7278</u>	11785 N Apex Way
Unit 61	<u>00-0021-7279</u>	11789 N Apex Way
Unit 62	<u>00-0021-7280</u>	11793 N Apex Way
Unit 71	<u>00-0021-7281</u>	11794 N Apex Way
Unit 72	<u>00-0021-7282</u>	11788 N Apex Way
Unit 73	<u>00-0021-7283</u>	11786 N Apex Way
Unit 74	<u>00-0021-7284</u>	11782 N Apex Way