

WHEN RECORDED MAIL TO:

Bison Capital Management LLC
3135 S Richmond Street
Salt Lake City, Utah 84106
Attention: Seth Hobby

00-0021-2621; 00-0007-8480; 00-0020-1056; 00-0021-2743; 00-0021-2742

[Space above this line for Recorder's use only]

**SECOND AMENDMENT TO DEED OF TRUST, ASSIGNMENT OF RENTS AND LEASES,
SECURITY AGREEMENT AND FIXTURE FILING**

THIS SECOND AMENDMENT TO DEED OF TRUST, ASSIGNMENT OF RENTS AND LEASES, SECURITY AGREEMENT AND FIXTURE FILING (this "**Second Amendment**") is made effective as of July 15, 2024, by Jaffa Lynch Investor Group, LLC, a Utah limited liability company, whose address is 4490 North Forestdale Drive, Suite 202 Utah 84098 ("**Trustor**"), in favor of Truly Title Inc., whose address is 9089 South 1300 West, Suite 120, West Jordan, Utah ("**Trustee**"), for the benefit of Bison Capital Investments LLC, a Utah limited liability company whose notice address is 3135 S Richmond Street, Salt Lake City, Utah 84106 ("**Beneficiary**").

This Second Amendment constitutes an assignment of rent pursuant to the Utah Uniform Assignment of Rents Act (Utah Code Annotated §57-26-101 *et seq.*). This Second Amendment also constitutes a Security Agreement with Trustor being the Debtor and Beneficiary being the Secured Party pursuant to the Utah Uniform Commercial Code (Utah Code Annotated §70A-9a-101 *et seq.*). This Second Amendment also constitutes and is filed as a fixture filing under Section 334 of the Utah Uniform Commercial Code (Utah Code Annotated §70A-9a-334).

RECITALS

A. Trustor executed and delivered to Beneficiary that certain Promissory Note dated April 4, 2024, in the original principal amount of \$9,096,000 (the "**Note**"). The Note and the other documents evidencing the Loan (as defined in the Note) are secured by that certain Deed of Trust, Assignment of Rents and Leases, Security Agreement and Fixture Filing dated April 4, 2024, and recorded with the Wasatch County Recorder on April 8, 2024, as Entry No. 543830 Book 1471 Page 376, as further amended by that certain First Amendment to Deed of Trust, Assignment of Rents and Leases, Security Agreement and Fixture Filing dated May 23, 2004 and recorded with the Wasatch County Recorder on June 6, 2024, as Entry No. 546201 Book 1477 Page 1899-1906 (the "**Deed of Trust**"). The Deed of Trust is recorded against that certain real property described in **Exhibit A** and attached to the Deed of Trust (the "**Property Description**").

B. Pursuant to and in accordance with a land swap agreement entered into between Trustor and Jordanelle REF Acquisition LLC on March 15, 2024 (the "**Swap Agreement**"), Trustor and Beneficiary have entered into an agreement to amend to the Deed of Trust specifically to modify the Property Description such the collateral secured by the Deed of Trust and this Second Amendment will be in accordance with the land swapped and/or purchased and thereby owned by Trustor will be secured for the benefit of Beneficiary.

C. Trustor, Trustee and Beneficiary desire by this Second Amendment to adjust the Property Description in accordance with the description set forth herein.

COURTESY RECORDING

This document is being recorded solely as a courtesy and an accomodation to the parties named herein. First American Title Insurance Agency hereby expressly disclaims any responsibility or liability for the accuracy or the content thereof.

AGREEMENT

Now therefore, based upon the mutual covenants and promises hereinafter set forth, and based upon other consideration given in connection with the making of the Loan, the parties hereby amend the Deed of Trust as follows:

1. Property Description. The Description of the Real Property set forth in Exhibit A to the Deed of Trust shall be deleted in its entirety and replaced with the following:

DESCRIPTION OF THE REAL PROPERTY

Land situated in Wasatch County, Utah, described as follows:

Parcel 2A:

A parcel of land situate in the Southwest Quarter of Section 20 and Northwest Quarter of Section 29, Township 3 South, Range 5 East, Salt Lake Base and Meridian, being more particularly described as follows:

Beginning at a point on the Westerly Right-of-Way line of the Wasatch Canal Easement, said point being South 00°41'38" East 16.25 feet along the quarter section line and West 443.79 feet from the South Quarter Corner of Section 20, Township 3 South, Range 5 East, Salt Lake Base and Meridian; and running thence South 61°06'03" West 176.92 feet; thence North 14°15'44" West 794.25 feet; thence South 89°59'23" East 65.27 feet to the Westerly line of the Wasatch Canal; thence along said Westerly line the following fifteen (15) courses: (1) Southeasterly 67.85 feet along the arc of a 180.84 foot radius curve to the left (center bears North 35°51'04" East and the chord bears South 64°53'49" East 67.45 feet with a central angle of 21°29'46"); (2) South 75°38'42" East 30.73 feet; (3) Southeasterly 39.57 feet along the arc of a 35.00 foot radius curve to the right (center bears South 14°21'18" West and the chord bears South 43°15'15" East 37.50 feet with a central angle of 64°46'55"); (4) South 10°51'48" East 42.30 feet; (5) Southeasterly 126.59 feet along the arc of a 131.32 foot radius curve to the left (center bears North 79°08'12" East and the chord bears South 38°28'46" East 121.74 feet with a central angle of 55°13'57"); (6) South 66°05'45" East 60.87 feet; (7) Southeasterly 6.83 feet along the arc of a 4.71 foot radius curve to the right (center bears South 23°54'15" West and the chord bears South 24°32'49" East 6.25 feet with a central angle of 83°05'50"); (8) South 23°01'14" West 44.46 feet; (9) Southwesterly 108.51 feet along the arc of a 151.95 foot radius curve to the left (center bears South 62°52'46" East and the chord bears South 06°39'44" West 106.22 feet with a central angle of 40°55'00"); (10) South 13°47'46" East 50.94 feet; (11) Southeasterly 55.24 feet along the arc of a 176.31 foot radius curve to the right (center bears South 76°12'14" West and the chord bears South 04°49'12" East 55.02 feet with a central angle of 17°57'07"); (12) South 04°09'22" West 96.14 feet; (13) Southeasterly 48.62 feet along the arc of a 85.00 foot radius curve to the left (center bears South 85°50'38" East and the chord bears South 12°13'47" East 47.96 feet with a central angle of 32°46'18"); (14) South 28°36'56" East 35.39 feet; (15) Southeasterly 34.94 feet along the arc of a 186.74 foot radius curve to the left (center bears North 61°23'04" East and the chord bears South 33°58'33" East 34.89 feet with a central angle of 10°43'15") to the point of beginning.

Parcel 2B:

A parcel of land situate in the Southwest Quarter of Section 20 and Northwest Quarter of Section 29, Township 3 South, Range 5 East, Salt Lake Base and Meridian, being more particularly described as follows:

Beginning at a point being South 00°41'38" East 259.43 feet along the quarter section line and West 850.03 feet from the South Quarter Corner of Section 20, Township 3 South, Range 5 East, Salt Lake Base and Meridian; and running thence North 28°53'57" West 336.02 feet; thence North 20°18'59" West 118.80 feet; thence North 60°29'35" East 50.31 feet; thence North 37°18'26" West 130.98 feet; thence South 61°24'22" West 75.01 feet; thence North 36°08'11" West 161.74 feet; thence North 00°00'13" East 15.02 feet; thence North 00°00'13" East 283.22 feet; thence South 89°59'23" East 453.19 feet; thence South 14°15'44" East 794.25 feet; thence South 61°06'03" West 177.54 feet; thence Southwesterly 117.97 feet along the arc of a 384.00 foot radius curve to the left (center bears South 28°53'57" East and the chord bears South 52°17'59" West 117.51 feet with a central angle of 17°36'08") to the point of beginning.

Parcel 4:

A parcel of land situate in the Southwest Quarter of Section 20 and Northwest Quarter of Section 29,

Township 3 South, Range 5 East, Salt Lake Base and Meridian, being more particularly described as follows:

Beginning at a point being South 00°41'38" East 259.43 feet along the quarter section line and West 850.03 feet from the South Quarter Corner of Section 20, Township 3 South, Range 5 East, Salt Lake Base and Meridian; and running thence Southwesterly 112.76 feet along the arc of a 384.00 foot radius curve to the left (center bears South 46°30'05" East and the chord bears South 35°05'09"West 112.36 feet with a central angle of 16°49'31"); thence South 26°40'24"West 110.76 feet; thence southwesterly 93.70 feet along the arc of a 316.00 foot radius curve to the right (center bears North 63°19'36"West and the chord bears South 35°10'05"West 93.36 feet with a central angle of 16°59'22"); thence North 32°18'14"West 149.08 feet; thence North 22°08'49"West 161.98 feet; thence North 30°41'43"West 64.00 feet; thence North 63°03'55"West 11.50 feet; thence North 21°30'00"West 147.69 feet; thence North 05°51'20" East 159.38 feet; thence North 23°49'47"West 184.00 feet; thence North 20°27'33"West 66.50 feet; thence North 60°41'50" East 99.44 feet; thence South 00°00'13"West 15.02 feet; thence South 36°08'11" East 161.74 feet; thence North 61°24'22" East 75.01 feet; thence South 37°18'26" East 130.98 feet; thence South 60°29'35"West 50.31 feet; thence South 20°18'59" East 118.80 feet; thence South 28°53'57" East 336.02 feet to the point of beginning.

- 2. No Other Changes. Except as expressly modified herein, the Deed of Trust remains in full force and effect in accordance with its original terms, and will continue to secure all of the secured obligations described therein, including without limitation those obligations and indebtedness described in the Note and the other Loan Documents.
- 3. Defined Terms. Unless otherwise defined in this Amendment, capitalized terms used herein have the meanings given them in the Loan Documents.
- 4. Governing Law. This Amendment shall be governed by and construed in accordance with the applicable laws of the State of Utah.

IN WITNESS WHEREOF, Trustor has executed this Second Amendment to Deed of Trust as of the date first above written.

TRUSTOR:

JAFFA LYNCH INVESTOR GROUP, LLC,
a Utah limited liability company

By: Jaffa Lynch, LLC

By: 

Name (Print): Scott Jaffa

Title: Manager

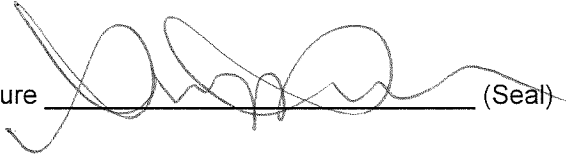
STATE OF UTAH)
COUNTY OF Wasatch)

On 7/25/24, before me, Amy Hansen, a Notary Public, personally appeared Scott Jaffa, who proved to me on the basis of satisfactory evidence to be the person(s) whose

name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity as Manager of Jaffa Lynch Investor Group, LLC.

I certify under PENALTY OF PERJURY under the laws of the State of Utah that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)

