

WHEN RECORDED, MAIL TO:
Moose Tracks Lodge LLC
Attn: Gary Bringhurst
10368 North 6960 West
Highland, UT 84003

APNs: 01-401-0-0007 [formerly 03-007-0-0035]
03-007-0-0035 [formerly 03-007-0-0033] ~~01-401-0-0003~~
05-050-0-0018
05-050-0-0033

165835-DMF

(space above for recorder's use only)

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

THIS AMENDMENT TO DEED OF TRUST, ASSIGNMENT OF RENTS, SECURITY AGREEMENT AND FIXTURE FILING (this "*Amendment*") is made as of February 9, 2023, by **SHOSHONE VILLAGE, LLC**, a Utah limited liability company, whose address is 2600 West Executive Parkway, Suite 120, Lehi, Utah 84043 ("*Shoshone*"), as to an undivided 48% interest, **OQUIRRH POINT DEVELOPMENT LLC**, a Utah limited liability company, whose address is 13 Pier Place, Stansbury Park, UT 84074 ("*Oquirrh*"), as to an undivided 52% interest, collectively as "*Trustor*", and consented to by **MOOSE TRACKS LODGE LLC**, a Utah limited liability company, with an address of 10368 North 6960 West Highland, UT 84003, as "*Beneficiary*", with respect to the following Recitals:

RECITALS

A. On January 27, 2023, Beneficiary made a loan to Trustor (the "*Loan*") as evidenced by that certain Promissory Note dated January 27, 2023 (the "*Original Note*") secured in part by that certain Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing dated as of January 27, 2023 and recorded with the Tooele County Recorder on January 31, 2023 as Entry No. 584889 (the "*Original Trust Deed*"), executed by Trustor, as maker, in favor of Beneficiary, as noteholder, in the original principal amount of One Million One Hundred Twenty-Seven Thousand Seven Hundred Seventy-Seven and 78/100 Dollars (\$1,127,777.78).

B. Lender has agreed to lend an additional Two Million Seven Hundred Four Thousand Five Hundred Five and 04/100 Dollars (\$2,704,505.04) pursuant to a Promissory Note of even date herewith (the "*New Note*"), which New Note is to be secured in part by the Original Trust Deed, as amended by this Amendment.

C. Accordingly, Trustor and Beneficiary now desire to amend the Original Trust Deed as set forth below

AGREEMENT

NOW THEREFORE, in consideration of the foregoing Recitals, the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Incorporation of Recitals.** The Recitals to this Amendment are fully incorporated herein by this reference thereto with the same force and effect as though restated herein.

2. **Amendment to Deed of Trust.** The first paragraph under the under the caption “FOR THE PURPOSE OF SECURING:” on page 3 of the Original Trust Deed is deleted in its entirety and replaced with the following:

(1) payment of indebtedness and all other lawful charges evidenced by (i) that certain Promissory Note dated as of January 27, 2023 in the original principal amount of One Million One Hundred Twenty-Seven Thousand Seven Hundred Seventy-Seven and 78/100 Dollars (\$1,127,777.78) made by Trustor and payable to the order of Beneficiary at the times, in the manner and with interest as therein set forth (as amended, the “*Original Note*”) and any extensions and/or renewals or modifications thereof and (ii) that certain Promissory Note dated as of February 9, 2023 in the original principal amount of Two Million Seven Hundred Four Thousand Five Hundred Five and 04/100 Dollars (\$2,704,505.04) made by Trustor and payable to the order of Beneficiary at the times, in the manner and with interest as therein set forth (as amended, the “*New Note*” and, together with the Original Note, the “*Note*”) and any extensions and/or renewals or modifications thereof; (2) the performance of all other covenants and obligations of Trustor under that certain Loan Agreement of even date herewith and entered into by and among Shoshone and Beneficiary (as amended, the “*Loan Agreement*”) and all other documents entered into by and between a Trustor and Beneficiary as set forth therein; (3) the performance of each agreement of Trustor herein and therein contained; (4) the payment of such additional loans or advances as hereafter may be made to Trustor or its successors or assigns, which additional loans or advances may or may not be related to the loan evidenced by the Note and may be in any amount, when such additional loans or advances are evidenced by a promissory note or notes reciting that they are secured by this Deed of Trust; (5) performance of every obligation of Trustor contained in any agreement, document, or instrument now or hereafter executed by Trustor regardless of whether the agreement, document, or instrument recites that the obligations thereunder are secured by this Deed of Trust; (6) the payment of all sums expended or advanced by Beneficiary under or pursuant to the terms hereof, together with interest thereon as herein provided; and (7) all modifications, extensions and renewals of any of the obligations secured hereby, however evidenced, including, without limitation: (i) modifications of the required principal payment dates or interest payment dates or both, as the case may be, deferring or accelerating payment dates wholly or partly; or (ii) modifications extensions or renewals at a different rate of interest whether or not, in the case of a note, the modification, extension or renewal is evidenced by a new or additional promissory note.

3. **Reaffirmation of Obligations.** Trustor hereby acknowledges, ratifies and reaffirms its obligations under the Note and the Original Trust Deed as such documents have been amended by this Amendment. No other provision of the Original Trust Deed shall be deemed to be inconsistent with this Amendment.

[Signatures Follow]

IN WITNESS WHEREOF, Trustor and Beneficiary have executed this Amendment as of the date first above written.

TRUSTOR:

SHOSHONE VILLAGE, LLC
A Utah Limited Liability Company

By: Elite Building Group, Inc.,
a Utah corporation,
its manager

By: [Signature]
Scott Sauric, President

By: Prospera of Erda, LLC,
a Utah limited liability company,
its manager

By: [Signature]
Kellen Jones, Manager

STATE OF UTAH)
: ss.
COUNTY OF UTAH)

On February 9th, 2023, personally appeared before me Kellen Jones, a manager of Prospera of Erda, LLC, a manager of the signer of the above instrument, who duly acknowledged to me that he executed the same on behalf of such entity.

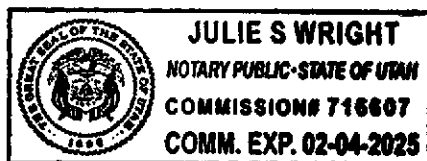
[Signature]
Notary Public



STATE OF UTAH)
: ss.
COUNTY OF Salt Lake

On February 9th, 2023, personally appeared before me Scott Sauric, President of Elite Building Group, Inc., a manager of the signer of the above instrument, who duly acknowledged to me that he executed the same on behalf of such entity.

[Signature]
Notary Public

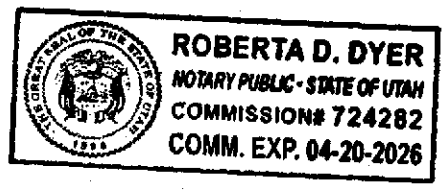


OQUIRRH POINT DEVELOPMENT LLC,
a Utah limited liability company

By: [Signature]
Name: Derald Anderson
Its: Manager

STATE OF UTAH)
COUNTY OF SALT LAKE) ss.

On February 10, 2023, personally appeared before me Derald Anderson, manager of Oquirrh Point Development LLC who duly acknowledged to me that he executed the same on behalf of such entity.



[Signature]
Notary Public

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

PARCEL 1: (05-050-0-0018; parcel 8 on survey)

BEGINNING 33 FEET SOUTH AND 361.5 FEET WEST OF THE CENTER OF SECTION 34, TOWNSHIP 2 SOUTH, RANGE 4 WEST, SALT LAKE BASE AND MERIDIAN; SAID POINT OF THE BEGINNING BEING FURTHER DESCRIBED AS BEING ON THE SOUTH LINE OF THE COUNTY ROAD; AND RUNNING THENCE SOUTH 361.5 FEET; THENCE EAST 361.5 FEET; THENCE SOUTH 925.5 FEET, MORE OR LESS TO THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 34; THENCE WEST 1320 FEET; THENCE NORTH 1287 FEET, MORE OR LESS TO THE SOUTH LINE OF SAID COUNTY ROAD; THENCE EAST TO THE POINT OF BEGINNING.

PARCEL 2: (05-050-0-0033; parcel 7 on survey)

THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 2 SOUTH, RANGE 4 WEST, SALT LAKE BASE AND MERIDIAN.

EXCEPTING THEREFROM, THAT PORTION THEREOF, INCLUDED IN ROADS.

LESS AND EXCEPTING THAT PORTION CONTAINED IN DEEDS RECORDED MARCH 26, 2004 AS ENTRY NO. 220557 THROUGH 220559 IN BOOK 932, AT PAGES 84 THROUGH 88 OF OFFICIAL RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT SOUTHWEST CORNER OF SAID SECTION 34, AND RUNNING THENCE NORTH 00°18'15" WEST 1324.75 FEET ALONG THE SECTION LINE TO THE 40 ACRE LINE; THENCE NORTH 89°40'31" EAST 128.98 FEET TO A POINT 100.00 FEET PERPENDICULARLY DISTANT EASTERLY FROM THE CENTER LINE OF SAID SR-36 OF SAID PROJECT, AT ENGINEER STATION 299+27.82; THENCE SOUTH 00°23'53" EAST 1324.76 FEET TO THE SECTION LINE AND SOUTHERLY BOUNDARY LINE OF SAID ENTIRE TRACT; THENCE SOUTH 89°40'35" WEST 131.13 FEET ALONG SAID SECTION LINE TO THE POINT OF BEGINNING.

PARCEL 3: (03-007-0-0035 [formerly 03-007-0-0033]; parcel 3 on survey)

BEING A PORTION OF A TOOELE COUNTY RIGHT OF WAY RECORDED AS ENTRY NO. 278669, TOOELE COUNTY RECORDER'S OFFICE, LOCATED IN THE NORTHWEST QUARTER OF SECTION 3 TOWNSHIP 3 SOUTH, RANGE 4 WEST, SALT LAKE BASE AND MERIDIAN, COUNTY OF TOOELE, STATE OF UTAH, BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 3, SAID CORNER BEARS NORTH 89°39'20" EAST 9.83 FEET FROM THE TOOELE COUNTY WITNESS MONUMENT FOR SAID NORTHWEST CORNER; THENCE NORTH 89°39'20" EAST 130.67 FEET ALONG THE NORTH LINE OF SAID SECTION 3 TO THE EAST RIGHT OF WAY OF SR-36; THENCE ALONG SAID EAST RIGHT OF WAY, SOUTH 00°25'45" EAST 1325.30 FEET TO THE INTERSECTION OF SAID RIGHT OF WAY WITH THE SOUTH LINE OF SAID TOOELE COUNTY RIGHT OF WAY; THENCE ALONG SAID SOUTH RIGHT OF WAY NORTH 89°38'33" EAST 6.66 FEET TO THE POINT OF BEGINNING; THENCE ALONG A NON-TANGENT CURVE TO THE RIGHT, WHOSE

RADIAL BEARING IS NORTH 60°30'29" WEST HAVING A RADIUS OF 50.00 FEET THROUGH A CENTRAL ANGLE OF 61°30'16" AN ARC DISTANCE OF 53.67 FEET; THENCE SOUTH 89°00'14" EAST 1052.55 FEET TO SAID SOUTH RIGHT OF WAY; THENCE ALONG SAID SOUTH RIGHT OF WAY SOUTH 89°38'33" WEST 1106.80 FEET TO THE POINT OF BEGINNING.

THE BASIS OF BEARING FOR THIS DESCRIPTION IS THE BEARING OF SOUTH 00°25'43" EAST BETWEEN THE WEST QUARTER CORNER AND NORTHWEST CORNER OF SAID SECTION 3.

PARCEL 4: (01-401-0-0007 [formerly 03-007-0-0035]; Parcel 1 on survey)

THE SOUTH ONE HALF OF THE NORTHWEST QUARTER OF SECTION 3, TOWNSHIP 3 SOUTH, RANGE 4 WEST, SALT LAKE BASE MERIDIAN.

EXCEPTING THEREFROM THAT PORTION DEEDED TO UTAH DEPARTMENT OF TRANSPORTATION BY THAT CERTAIN WARRANTY DEED RECORDED MARCH 12, 2004 AS ENTRY NO. 219836 IN BOOK 929 AT PAGE 246 OF OFFICIAL RECORDS. AND EXCEPTING THEREFROM THAT PORTION DEEDED TO TOOELE COUNTY BY THAT CERTAIN QUITCLAIM DEED RECORDED AUGUST 26, 2010 AS ENTRY NO. 346111 OF OFFICIAL RECORDS.

PARCEL 5: (water rights)

Water Right Number 15-5198 (20.166 AF)

Water Right Number 15-881 (0.056 CFS/40.542 AF)