

WHEN RECORDED, MAIL TO:

Moose Tracks Lodge LLC  
Attn: Gary Bringham  
10368 North 6960 West  
Highland, UT 84003

APNs: 01-401-0-0001

~~03-007-0-0002~~

165835-DMF

(space above for recorder's use only)

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

**THIS AMENDMENT TO SUBORDINATE 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 32% interest, 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 Subordinate 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. 584890 (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

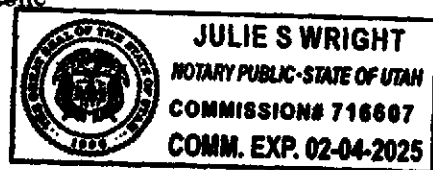
By: Prospera of Erda, LLC,  
a Utah limited liability company,  
its manager

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.

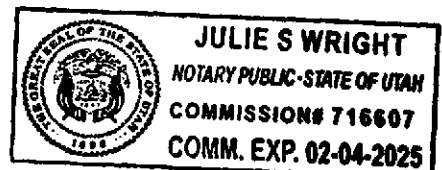
[Signature]  
Notary Public



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



**EXHIBIT A**

**LEGAL DESCRIPTION OF THE PROPERTY**

Tax Id No.: 01-401-0-0001 (parcel 5 on survey) and 01-401-0-0002 (parcel 6 on survey)

**PARCEL 1:**

A PARCEL OF LAND, SITUATE IN THE NORTH HALF OF SECTION 3, TOWNSHIP 3 SOUTH, RANGE 4 WEST, SALT LAKE BASE AND MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTH QUARTER CORNER OF SECTION 3, TOWNSHIP 3 SOUTH, RANGE 4 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE NORTH 89°39'05" EAST 2,641.25 FEET ALONG THE SECTION LINE TO THE EAST SECTION LINE OF SAID SECTION; THENCE SOUTH 00°25'49" EAST 1,224.50 FEET ALONG SAID SECTION LINE TO THE NORTH LINE OF THE DEDICATED PUBLIC RIGHT-OF-WAY ON FILE IN THE TOOELE COUNTY RECORDER'S OFFICE IN ENTRY NO. 278669; THENCE SOUTH 89°38'34" WEST 3,670.10 FEET ALONG SAID NORTH LINE; THENCE NORTH 00°25'27" WEST 1,225.05 FEET TO THE QUARTER SECTION LINE; THENCE NORTH 89°39'05" EAST 1,028.72 FEET ALONG SAID SECTION LINE, TO THE POINT OF BEGINNING.

**PARCEL 2:**

A PARCEL OF LAND, SITUATE IN THE NORTH HALF OF SECTION 3, TOWNSHIP 3 SOUTH, RANGE 4 WEST, SALT LAKE BASE AND MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SECTION LINE, SAID POINT BEING SOUTH 89°39'05" WEST 1028.72 FEET FROM THE NORTH QUARTER CORNER OF SECTION 3, TOWNSHIP 3 SOUTH, RANGE 4 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE SOUTH 00°25'27" EAST 1,225.05 FEET TO THE NORTH LINE OF THE DEDICATED PUBLIC RIGHT-OF-WAY ON FILE IN THE TOOELE COUNTY RECORDER'S OFFICE IN ENTRY #278669; THENCE SOUTH 89°38'34" WEST 1,481.56 FEET ALONG SAID NORTH LINE TO THE EAST LINE OF STATE ROAD-36; THENCE NORTH 00°25'00" WEST 554.68 FEET ALONG SAID EAST LINE TO THE SOUTH LINE OF D.R. DAVIS PUD AMENDED SUBDIVISION ON FILE IN THE TOOELE COUNTY RECORDER'S OFFICE IN ENTRY #252513; THENCE NORTH 89°39'05" EAST 908.51 FEET ALONG SAID SOUTH LINE TO THE SOUTHEAST CORNER OF SAID SUBDIVISION; THENCE NORTH 00°25'43" WEST 670.59 FEET ALONG EAST LINE OF SAID SUBDIVISION TO THE SECTION LINE; THENCE NORTH 89°39'05" EAST 573.03 FEET ALONG SAID SECTION LINE, TO THE POINT OF BEGINNING.

**PARCEL 3:**

Utah Water Rights 15-4578, 15-5217, Change Application a44692,  
Utah Water Right 15-5285 Change Application a40755  
Utah Water Rights 15-878, 15-4579, 15-4646 and Change Application a44593  
Utah Water Right 15-5218  
Utah Water Right 15-4925, Change Application a33992