

Modification of Deed of Trust

This Modification of Deed of Trust made this 13th day of July 2021, Between Forte Corporation, as Trustor and State Bank of Southern Utah as Trustee, and State Bank of Southern Utah as Beneficiary

Witnesseth:

WHEREAS, on the 25th day of March, 2021, Trustor did make, execute and deliver to Trustee a Deed of Trust recorded on April 1, 2021, as Instrument Number 765916, in Book 1542, at Page(s) 1538, in Official Records in the Office of the County Recorder of Iron County, State of Utah, for the purpose of securing that payment of the sum of \$2,674,702.00 with interest thereon according to the terms of a Promissory Note or Notes dated March 25, 2021 in favor of Beneficiary covering the real property in Iron County, State of Utah, described as follows:

See Attached Exhibit A

AND WHEREAS, the parties herein desire to modify and amend said Deed of Trust to reflect a corresponding modification of the secured Note to provide for an increase in the Note amount as described below.

NOW THEREFORE, for value received, the parties hereto do hereby modify and amend said Deed of Trust to provide for an additional advance on the Note of \$11,298.00 making a new secured amount of \$2,686,000.00. The modification of the deed of trust is for the purpose of securing payment of the new loan amount stated above with interest thereon according to the terms of a Modification Agreement dated July 13, 2021 in favor of Beneficiary covering the real property described above.

Trustor does hereby grant and convey the above-described real property to Trustee under said Deed of Trust together with power of sale and subject to each and all the terms and conditions of said deed of trust, including this modification and exhibits thereto, securing the full amount of the Note as modified, \$2,686,000.00 plus interest and costs.

IT IS FURTHER AGREED, by and between the parties hereto that in all other respects not inconsistent herewith the terms of said Deed of Trust which is incorporated herein by reference thereto shall remain in full force and effect and be binding hereon. Said Deed of Trust as herein modified and amended shall constitute one deed of trust.

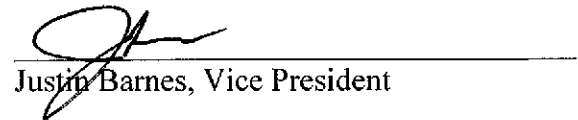
This agreement shall inure to and bind the heirs, devisees, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

Trustor
FORTE CORPORATION

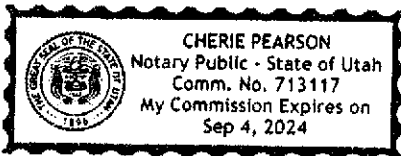

BEVAN WAYNE COX, President of
FORTE CORPORATION

Beneficiary
State Bank of Southern Utah


Justin Barnes, Vice President

STATE OF UTAH)
 : ss.
COUNTY OF IRON)

On the 13th day of July 2021, personally appeared before me Justin Barnes, who, being by me duly sworn, did say that he is the Vice President of STATE BANK OF SOUTHERN UTAH and that said Modification of Trust Deed was signed in behalf of said Corporation by authority of its bylaws or a resolution of its Board of Directors, and said Justin Barnes acknowledged to me that said Corporation executed the same.



Cherie Pearson
Notary Public

Residing at *Cedar City*

My Commission Expires: *7/4/24*

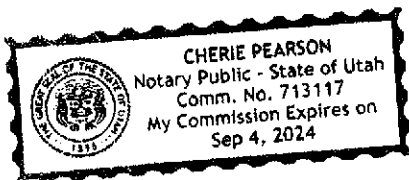
STATE OF UTAH)
 : ss.
COUNTY OF IRON)

On the 13th day of July, 2021, personally appeared before me BEVAN WAYNE COX, President of FORTE CORPORATION, who, and know to me to be partners of the partnership that executed the Modification of Trust Deed and acknowledged the Modification of Trust Deed to be the free and voluntary act and deed of the partnership, by authority of statute or its Partnership Agreement, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute this Modification of Trust Deed on behalf of the partnership.

Cherie Pearson
Notary Public

Residing at *Cedar City*

My Commission Expires: *9/4/24*



Order No. 55675 - BM
Tax I.D. No. B-1135-0003-0000 and B-1135-0079-0001

EXHIBIT "A"

Parcel 1:

All of Lot Twelve (12), W.H. LEIGH SUBDIVISION, according to the Official Plat thereof on file in the Office of the Recorder of Iron County, State of Utah.

Parcel 2:

Beginning at the Northeast Corner of the Southeast Quarter of the Northeast Quarter (SE1/4NE1/4) of Section 22, Township 36 South, Range 11 West, Salt Lake Base and Meridian; thence South 0°13'45" East 100.00 feet along the Section line; thence South 89°42'00" West 258.70 feet to a point on the Easterly line of Fir Street; thence North 0°16'00" West 40.61 feet; thence Northeasterly along the arc of a curve to the right, having a radius of 168.00 feet, a distance of 60.74 feet; thence North 89°42' East 247.5 feet to the point of beginning.

Parcels 1 and 2 is also described as shown on that certain ALTA/ACSM Land Title Survey prepared by Watson Engineering Company, Inc., filed August 31, 2015 and designated as WEC Project No. 15-1656, last revised December 7, 2015, and being more particularly described as follows:

Beginning at the Northeast Corner of the Southeast Quarter of the Northeast Quarter (SE1/4NE1/4) of Section 22, Township 36 South, Range 11 West, Salt Lake Meridian; thence South 00°13'51" East (South 00°13'45" East record) 100.00 feet along the Section line; thence South 89°41'54" West (South 89°42'00" West record) 258.70 feet to a point on the Easterly line of Fir Street; thence along the Easterly line of Fir Street as follows: thence North 00°16'06" West (North 00°16'00" West record) 40.61 feet to a curve to the right; thence Northeasterly along the arc of said curve to the right, having a radius of 168.00 feet, a distance of 134.54 feet, Delta angle of 45°43'04"; thence North 45°36'54" East 247.00 feet (North 45°37'00" East 247.50 feet record); thence along the arc of a curve to the left, having a radius of 100.00 feet, a distance of 80.07 feet (80.08 feet record), Delta Angle of 45°52'43"; thence departing said Fir Street, South 00°16'06" East (South 00°16'00" East record) 304.80 feet to the point of beginning.