

Tax Serial Number:  
SCCPS F/0459793

01112041 B: 2511 P: 1432

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Rhonda Francis Summit County Recorder

06/04/2019 04:43:48 PM Fee \$40.00

By Backman FPTP

Electronically Recorded

**WHEN RECORDED MAIL TO:**

Bank of the West  
520 Main Ave  
Fargo, ND 58124

FOR RECORDER'S USE ONLY

**MODIFICATION OF DEED OF TRUST**

**THIS MODIFICATION OF DEED OF TRUST** dated May 31, 2019, is made and executed between **DOGINHAUS PROPERTIES, LLC**, whose address is **2756 RASMUSSEN RD STE F, PARK CITY, UT 84098** ("Trustor") and **BANK OF THE WEST**, whose address is **SME BBC Utah West Wyoming #00806, 142 East 200 South, Salt Lake City, UT 84111** ("Lender").

**DEED OF TRUST.** Lender and Trustor have entered into a Deed of Trust dated December 24, 2014 (the "Deed of Trust") which has been recorded in SUMMIT County, State of Utah, as follows:

Recorded on December 31, 2014, in the office of the County Recorder, Summit County, Utah, as Document number 01010015, Book 2273, Page 0615.

**REAL PROPERTY DESCRIPTION.** The Deed of Trust covers the following described real property located in SUMMIT County, State of Utah:

Lot F, Summit Center Commerce Park Subdivision, according to the official plat thereof on file and of record in the office of the Summit County Recorder.

The Real Property or its address is commonly known as 2770 RASMUSSEN RD, PARK CITY, UT 84098. The Real Property tax identification number is SCCPS F/0459793.

**MODIFICATION.** Lender and Trustor hereby modify the Deed of Trust as follows:

1. The Property Address is hereby modified to 2770 RASMUSSEN RD, PARK CITY, UT 84098.
2. The definition of "Note" of the Deed of Trust is modified as follows:

**Note.** The word "Note" means the promissory note dated December 24, 2014, in the original principal amount of \$1,875,000.00, modified to \$1,705,773.00 by that Change In Terms Agreement dated May 31, 2019, from Trustor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or credit agreement.

3. The heading captioned "INTEREST RATE PROTECTION AGREEMENT" is modified as follows:

**INTEREST RATE PROTECTION AGREEMENT.** The words "Interest Rate Protection Agreement" mean a Swap Contract in a notional amount of \$1,705,773.00 evidenced by a confirmation dated as of May 16, 2019.

**CONTINUING VALIDITY.** Except as expressly modified above, the terms of the original Deed of Trust shall remain unchanged and in full force and effect. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Deed of Trust as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Deed of Trust (the "Note"). It is the intention of Lender to retain as liable all parties to the Deed of Trust and all parties, makers and endorsers to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Deed of Trust does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.

**TRUSTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF DEED OF TRUST AND TRUSTOR AGREES TO ITS TERMS. THIS MODIFICATION OF DEED OF TRUST IS DATED MAY 31, 2019.**

MODIFICATION OF DEED OF TRUST  
(Continued)

Loan No: 0000000018

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TRUSTOR:

DOGINHAUS PROPERTIES, LLC

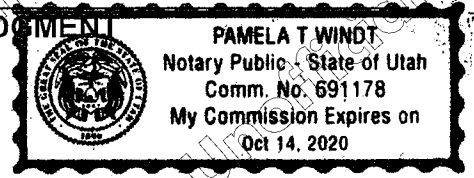
By: [Signature]  
MARTIN W NEWTON, Member/Manager of DOGINHAUS PROPERTIES, LLC

LENDER:

BANK OF THE WEST

X [Signature]  
DEREK CAHOON, Relationship Manager

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

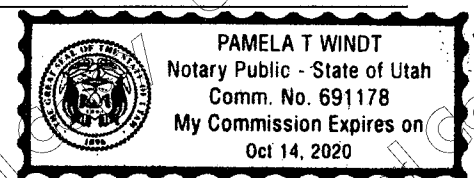


STATE OF Utah )  
 ) SS  
COUNTY OF Salt Lake )

On this 3rd day of June, 2019, before me, the undersigned Notary Public, personally appeared MARTIN W NEWTON, Member/Manager of DOGINHAUS PROPERTIES, LLC, and known to me to be a member or designated agent of the limited liability company that executed the Modification of Deed of Trust and acknowledged the Modification to be the free and voluntary act and deed of the limited liability company, by authority of statute, its articles of organization or its operating agreement, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Modification and in fact executed the Modification on behalf of the limited liability company.

By [Signature] Residing at SLC UT  
Notary Public in and for the State of Utah My commission expires 10-14-20

LENDER ACKNOWLEDGMENT



STATE OF Utah )  
 ) SS  
COUNTY OF Salt Lake )

On this 4th day of June, 2019, before me, the undersigned Notary Public, personally appeared DEREK CAHOON and known to me to be the Relationship Manager, authorized agent for BANK OF THE WEST that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of BANK OF THE WEST, duly authorized by BANK OF THE WEST through its board of directors or otherwise, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this said instrument and in fact executed this said instrument on behalf of BANK OF THE WEST.

By [Signature] Residing at SLC UT  
Notary Public in and for the State of Utah My commission expires 10-14-20

**MODIFICATION OF DEED OF TRUST  
(Continued)**

Loan No: 0000000018

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