

UPON RECORDING RETURN TO:

Poole & Associates, L.C.
4543 South 700 East, Suite 200
Salt Lake City, Utah 84107
Attention: Dennis K. Poole, Esq.

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Rhonda Francis Summit County Recorder

01/04/2022 02:33:29 PM Fee \$40.00

By NATIONAL TITLE AGENCY OF UTAH, INC.

Electronically Recorded

15-1950 AB
Tax Id. PR-116-E

MODIFICATION TO DEED OF TRUST WITH ASSIGNMENT OF RENTS

By and Among

PARK CITY COMMUNITY UNITED METHODIST CHURCH,
a Utah limited liability company
(the Trustor)

and

METHODISTS HELPING METHODISTS FOUNDATION
a Colorado nonprofit corporation, formerly known as
ROCKY MOUNTAIN UNITED METHODIST FOUNDATION, INC.
(Beneficiary)

Dated: As of December 1, 2021

MODIFICATION TO DEED OF TRUST WITH ASSIGNMENT OF RENTS

THIS MODIFICATION TO DEED OF TRUST WITH, ASSIGNMENT OF RENTS ("Agreement"), is made and executed as of the 1st day of December, 2021, by and among PARK CITY COMMUNITY UNITED METHODIST CHURCH, a Utah nonprofit corporation, having an address at 4501 Highway 224, Park City, Utah 84098 (together with its permitted successors and permitted assigns, individually and collectively, as context may require, "**Trustor**"), as trustor, and METHODISTS HELPING METHODISTS FOUNDATION, a Colorado nonprofit corporation, formerly known as Rocky Mountain United Methodist Foundation, Inc., having an address at 7350 E. Progress Pl, Suite 108, Greenwood Village, Colorado 80111, Attention: Kristin Kinnison (together with its successors and assigns "**Beneficiary**").

WITNESSETH:

WHEREAS, Trustor entered into that certain Deed of Trust with Assignment of Rents, dated as of October 19, 2015, to Dennis K. Poole, Attorney at Law, as trustee, for the benefit of Beneficiary, which encumbers the real property more particularly described on Exhibit A attached hereto and incorporated herein by reference (the "**Original Security Instrument**"). The Original Security Instrument was recorded in the real property records of Trustor as follows: (i) against the Mortgaged Property described on Exhibit A on October 19, 2015 in the official public records of Summit County Recorder, Summit County, Utah, as Entry No. 01030757, in Book 2320, Page 0940. The Original Security Instrument, as recorded in the applicable jurisdiction(s), secures a loan (the "**Original Loan**") in the original principal sum of Nine Hundred Eighty Thousand Dollars (\$980,000.00) evidenced by that certain Promissory Note, dated as of October 19, 2015, made by Borrowers in favor of Lender (the "**Original Note**");

WHEREAS, the parties to the Original Note desire to make certain modifications to the terms thereof pursuant to that certain Loan Modification Agreement, dated as of December 1, 2021, by and among Borrower, and the Beneficiary (being the Lender thereof) (the "**Loan Modification Agreement**") and a new Promissory Note to be executed by Borrower in favor of Beneficiary dated as of December 1, 2021, (the "**New Note**", together with the Loan Modification Agreement, , as the same may hereafter be further amended, restated, replaced, supplemented, renewed, extended or otherwise modified from time to time, collectively, the "**Loan Agreement**" or the "**Loan**"). In connection with the modification of the Original Note pursuant to the Loan Modification Agreement, the parties revised, among other things, the amount of the loan, the Maturity Date, the prepayment and re-payment terms of the Loan and certain other matters more particularly described therein. Further, in connection with the foregoing modifications, Borrowers reaffirmed their obligations under the Loan Documents. Capitalized terms used herein and not otherwise defined shall have the meaning ascribed thereto in the Loan Agreement.

NOW, THEREFORE, in consideration of the above, Trustor and Beneficiary hereby agree as follows:

1. Definitions. All references in the Original Note to "Loan" shall be deemed to refer to the Loan, or the Loan Agreement as defined herein, as applicable, and as may be further

amended, restated, replaced, supplemented, renewed, extended or otherwise modified from time to time.

2. Extension of Loan Term. The parties hereto desire to give notice to any new or existing creditors that the Loan has been increased to the principal sum of \$1,523,021.77 and the Maturity Date of the Loan is being amended from October 1, 2025 to January 1, 2037.

3. Successors and Assigns. This Agreement and all provisions hereof, including, but not limited to, all representations and warranties made herein, shall extend to and be binding upon and inure to the benefit of the respective heirs, legatees, legal representatives, successors and assigns of the parties hereto and their third-party beneficiaries.

4. Modification of Other Loan Documents. The Original Security Instrument is hereby modified in accordance with this Agreement. The terms and provisions of the Original Security Instrument which are not expressly modified herein shall remain unchanged and in full force and effect, except that it shall secure all of the obligations contained in the New Note and the Loan Modification Agreement.

5. Disclaimer of Novation, Extinguishment and Discharge. Except as expressly set forth herein, the parties hereto expressly disclaim any intent to affect a novation or an extinguishment or discharge of any of the Trustor's obligations under the Loan Documents. Except as expressly modified hereby, the Original Security Instrument remains in full force and effect and is hereby confirmed and ratified in all respects.

6. Severability. If any of the provisions of this Agreement or the application thereof to any persons or circumstances shall, to any extent, be deemed invalid or unenforceable, the remainder of this Agreement and the application of such provisions to persons or circumstances other than those as to whom or which it is held invalid or unenforceable shall not be affected thereby, and every provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

7. Voluntary Execution. Trustor has thoroughly read and reviewed the terms and provisions of this Agreement and is familiar with the same, has executed this Agreement voluntarily, in the absence of coercion or duress, has been represented by counsel in the negotiation and delivery of this Agreement, and understands the terms hereof and intends to be legally bound by the same. Trustor and Beneficiary have negotiated this Agreement at arm's-length and no provision is to be construed more strictly against one party than the other.

8. No Joint Venture. Nothing in this Agreement shall be construed as creating a partnership, joint venture or any other relationship between Trustor, the Beneficiary, or any of their third-party beneficiaries.

9. Governing Law. This Agreement shall be governed in accordance with the terms and provisions of Section 11.27 (Governing Law) of the Loan Agreement.

10. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be an original, but all of which together shall constitute one original instrument.

11. Execution by Beneficiary. Beneficiary joins in the execution of this Agreement to evidence its knowledge and consent hereto.

12. Notice of Final Agreement. **THE LOAN DOCUMENTS AND THIS AGREEMENT REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES THERETO AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES THERETO. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.**

13. No Novation; Continued Effectiveness. This Agreement shall not constitute a novation of the Original Security Instrument or the Loan Agreement. Further, the Loan Documents, and the obligations of the Trustor thereunder, remain in full force and effect in all respects.

[NO FURTHER TEXT ON THIS PAGE]

IN WITNESS WHEREOF, the undersigned has executed this Agreement as of the day and year first above written.

TRUSTOR:

**PARK CITY COMMUNITY UNITED
METHODIST CHURCH**, a Utah nonprofit corporation

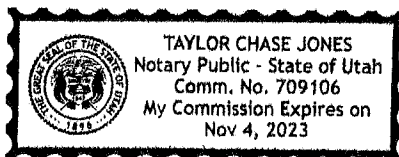
By: [Signature]
Name: VANESSA KREJCI
Title: Chair, Board of Trustees

By: [Signature]
Name: Grady Kohler
Title: Officer, Board of Trustees

By: [Signature]
Rev. Tracy Hausman
Title: Senior Pastor

STATE OF UTAH)
) ss.
COUNTY OF Summit)

On the 23rd day of December, 2021, personally appeared before me Grady Kohler, Tracy Hausman, and Vanessa Krejci, who being by me first duly sworn, did say that they are the Chair, Board of Trustees, Officer, Board of Trustees, and Senior Pastor, respectively, of PARK CITY COMMUNITY UNITED METHODIST CHURCH, a Utah nonprofit corporation, the signers of the foregoing instrument who duly acknowledged to me that said corporation executed the same.



[Signature]
NOTARY PUBLIC

[SIGNATURES CONTINUE ON THE FOLLOWING PAGE]

BENEFICIARY:

**METHODISTS HELPING METHODISTS
FOUNDATION, a Colorado nonprofit
corporation, formerly known as ROCKY
MOUNTAIN UNITED METHODIST
FOUNDATION, INC.**

By: _____

Name: Kristi Kinnison
Title: Executive Director

STATE OF Colorado)
COUNTY OF Arapahoe) ss.

This instrument was acknowledged before me on December 30 2021, by Kristi Kinnison, the Executive Director of METHODISTS HELPING METHODISTS FOUNDATION, a Colorado nonprofit corporation, formerly known as ROCKY MOUNTAIN UNITED METHODIST FOUNDATION, INC., on behalf of said corporation.

Notary Public, State of Colorado

**Mary Lark
Notary Public
State of Colorado
Notary ID 20184031156
My Commission Expires 8/03/2022**

EXHIBIT "A"

LEGAL DESCRIPTION

Beginning at a point South 668 feet and East 1372.13 feet from the Northwest corner of Section 31, Township 1 South, Range 4 East, Salt Lake Base and Meridian, and running thence North 86°49'40" West 369.27 feet; thence South 0°15'38" East 164.82 feet; thence South 7°38'19" East 2.32 feet; thence South 1°20'00" West 272.37 feet to an existing fence line, which fence line is North 82 feet, more or less, from the Northeast corner of an existing house to the South and North 139 feet 10 inches, more or less, from the North side of an existing barn to the South; thence West 360.84 feet; thence North 15°44'53" West 347.46 feet; thence North 38°00'00" East 309.28 feet; thence Northeasterly 285.88 feet along the arc of a 315 foot radius curve to the right (chord bears North 64°00'00" East 276.17 feet); thence East 276.17 feet; thence East 389.43 feet; thence South 0°13'00" East 280.22 feet to the true point of beginning.

Less and Except the following three (3) tracts:

Tract 1:

That portion conveyed by that certain Boundary Line Agreement recorded November 21, 1988 as Entry No. 300259 in Book 501 at Page 134 of Official Records.

Tract 2:

That portion taken by that certain Final Order of Condemnation recorded July 10, 1992 as Entry No. 362025 in Book 672 at Page 12 of Official Records.

Tract 3:

That portion conveyed to Utah Department of Transportation by that certain Warranty Deed recorded March 23, 2018 as Entry No. 1088424 in Book 2454 at Page 1887 of Official Records.