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Gregory R. Wolbach, PLS

Summit County Recorder-Surveyor

02/25/2025 01:21:26 PM Fee \$40.00

By COALITION TITLE AGENCY, INC.

Electronically Recorded

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

Washington Federal Bank
405 South Main Street, Suite 100
Salt Lake City, Utah 84111
Attention: John Herzog

Tax Parcel No. LVDAM-LV6A-AM-X

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST (this "Modification") is entered into as of February 1, 2025, by CP CANYONS WFH, LLC, a Delaware limited liability company ("Trustor"); for the benefit of WASHINGTON FEDERAL BANK, a Washington banking corporation, in its capacity as agent for Washington Federal Bank and Western Alliance Bank ("Beneficiary").

RECITALS

A. Trustor executed and delivered to Beneficiary the Construction Leasehold Deed of Trust, Security Agreement, Assignment of Rents and Fixture Filing, dated as of September 1, 2021, which was recorded on September 8, 2021 as Instrument No. 01172639 in the real property records of Summit County, as modified by the Modification of Deed of Trust dated as of April 1, 2024, which was recorded on April 1, 2024 as Instrument No. 1172639 of the real property records of Summit County (as modified, the "Deed of Trust").

B. Trustor, Washington Federal Bank ("WaFd"), Western Alliance Bank ("WAB" and, together with WaFd, the "Banks") and Beneficiary, as agent for the Banks, are entering into the Amended and Restated Reimbursement Agreement dated as of the date of this Modification (the "Amended and Restated Reimbursement Agreement") and making other modifications to the terms of the "Credit Documents" (as defined in the Deed of Trust).

C. The parties wish to enter into this Modification to modify the Deed of Trust and provide notice of the modifications to the Credit Documents.

AGREEMENT

1. The Amended and Restated Reimbursement Agreement is incorporated in this Modification by this reference, the same as though set forth here in full. Among other modified terms, the Amended and Restated Reimbursement Agreement contemplates and provides for the Banks and Beneficiary to extend additional credit to Trustor, including, without limitation,

Trustor's issuance of additional "Bonds" and the Banks' issuance of additional "Letters of Credit" (as each such term is defined in the Amended and Restated Reimbursement Agreement).

2. Section 1.5(a) of the Deed of Trust is deleted and replaced with the following:

(a) the payment of all amounts and the performance of all obligations owing by Trustor under the Amended and Restated Reimbursement Agreement dated as of February 1, 2025 entered into by Trustor, Beneficiary, Washington Federal Bank and Western Alliance Bank (Washington Federal Bank and Western Alliance Bank being defined as the "Banks"), and any renewals, extensions, substitutions or modifications of such Agreement (the "Reimbursement Agreement");

(b) the payment of all amounts and the performance of all obligations owing by Trustor under any "Rate Hedge" (as defined in the Reimbursement Agreement);

(c) Trustor's performance of and compliance with all of the terms and conditions of each agreement of Trustor contained in this Deed of Trust and any modifications or substitutions of this Deed of Trust, or in any loan agreement, security agreement or any other instrument executed by Trustor for the purpose of evidencing or securing Trustor's obligations under the Reimbursement Agreement (collectively, together with this Deed of Trust, the Rate Hedges and the Reimbursement Agreement, the "Credit Documents");

3. All references in the Deed of Trust and the other Credit Documents to the "Reimbursement Agreement" shall mean and be references to the Amended and Restated Reimbursement Agreement. All references in the Deed of Trust to the "Credit Documents" shall mean and be references to the Credit Documents, as amended by the Amended and Restated Reimbursement Agreement and this Modification.

4. The Deed of Trust is modified to secure payment and performance of the obligations secured thereby as amended to date, in addition to all other secured obligations set forth therein.

[Signatures appear on following page.]

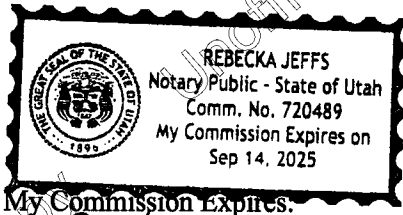
NOTARY ACKNOWLEDGMENT

STATE OF UTAH)

)SS:

COUNTY OF SUMMIT)

The foregoing instrument was acknowledged before me this ____ day of March, 2024 by Brian Shirken, the Authorized Signer of CP Canyons WFH, LLC, a Delaware limited liability company.






Notary Public

Residing at: Draper, Utah

WASHINGTON FEDERAL BANK, a
Washington banking corporation, in its
capacity as agent for the Banks

By:



John Herzog, Vice President

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of Utah
County of Summit }

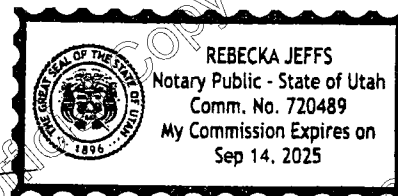
On _____, before me, Rebecka Jeffs, a Notary Public, personally appeared Brian Shrien, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

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State of Wisconsin
County of Waukesha

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On February 14, 2025, before me, Sandee L. Policello, a Notary Public, personally appeared John Herzog, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Wisconsin that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Sandee L. Policello

My commission expires: 2-1-2027

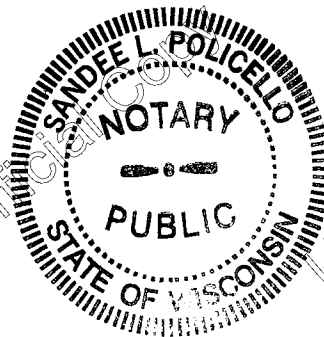


EXHIBIT "A"
LEGAL DESCRIPTION

File No.: 28232

Parcel LV6A according to the Lower Village Development Area Master Plat Amendment to LV6 recorded in the Official Records on May 15, 2018, as Entry No. 01091750, in Book 2462, beginning at Page 959

(Tax Serial No. LVDAM-LV6A-AM-X)