

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

Troutman Pepper Hamilton Sanders LLP
2000 K Street, NW, Suite 600
Washington, DC 20006
Attn: Blair Schiff, Esq.

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04/22/2021 11:24 AM \$40.00
Book - 11161 Pg - 6439-6444
RASHELLE HOBBS
RECORDER, SALT LAKE COUNTY, UTAH
FIRST AMERICAN TITLE COMPANY
4707 S 19TH ST
STE 101
TACOMA WA 98405
BY: ARA, DEPUTY - MA 6 P.

AMENDMENT TO
HEALTHCARE REGULATORY AGREEMENT-BORROWER

This Amendment to Healthcare Regulatory Agreement – Borrower (this “**Amendment**”) is made as of this 31st day of December, 2020, between MURRAY SNFH SUB, LLC, a Utah limited liability company (“**Borrower**”) and the U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT, acting by and through the Secretary, his or her successors, assigns or designates (“**HUD**”).

RECITALS

A. On December 14, 2016, the Borrower and HUD recorded that certain Healthcare Regulatory Agreement – Borrower dated December 1, 2016 in the Salt Lake County, Utah Recorder Office as Entry 12433655 (“**Original Regulatory Agreement**”).

B. The Borrower and HUD now desire to amend the Original Regulatory Agreement to change the individual and entity listed in Section 38 of said Original Regulatory Agreement from the date henceforth in connection with the ownership change in the Borrower.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing, the covenants and agreements contained in this Amendment and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower and HUD agree as follows:

(1) Amendment to Original Regulatory Agreement. Section 38 of the Original Regulatory Agreement is hereby amended by replacing David W. Nattress and Advanced Health Care Corporation with Karen Gail Miller and Advanced Health Care RP Holdings – Larry H. Miller Company, L.L.C., respectively, from the date henceforth, provided that David W. Nattress and Advanced Health Care Corporation remain responsible for any actions that occurred prior to the date hereof.

(2) Ratification. Except as modified and amended by this Amendment, the Original Regulatory Agreement is hereby ratified and confirmed by the parties hereto and subject to each of the terms, provisions and conditions thereof, and is hereby declared to be in full force and effect.

(3) Counterparts. This Amendment may be executed in multiple counterparts, each of which shall be deemed an original, and all of which shall be one and the same instrument.

[SIGNATURES APPEAR ON FOLLOWING PAGES]

BORROWER:

MURRAY SNFH SUB, LLC,
a Utah limited liability company

By: [Signature]
Name: Steve Starks
Title: Authorized Representative

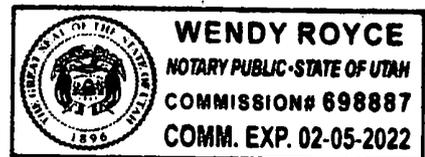
ACKNOWLEDGMENT

STATE OF UTAH)
County of Salt Lake) SS

On Dec. 23, 2020, before me, Wendy Royce,
Notary Public, personally appeared Steve Starks, 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.

WITNESS my hand and official seal.

Signature Wendy Royce
Notary Public



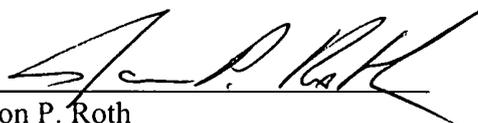
Commission No.: 698887
Expiration Date: 02/05/2022

(This area for official notarial seal)

*This instrument has been made, presented, and delivered for the purpose of influencing an
official action of HUD in insuring the Loan, and may be relied upon by HUD as a true statement
of the facts contained therein.*

HUD:

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT, acting by and through the Secretary

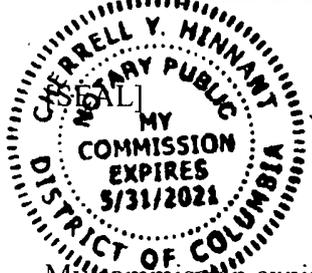
By: 
Jason P. Roth
Authorized Agent
Office of Residential Care

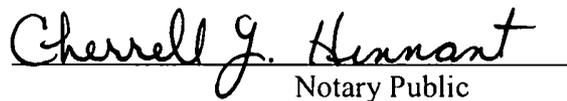
ACKNOWLEDGEMENT

CITY OF WASHINGTON, DISTRICT OF COLUMBIA

On this 31st day of December, 2020, before me, a notary public in and for the jurisdiction aforesaid, personally appeared Jason P. Roth, who acknowledged that he is the Authorized Agent of the Secretary of U.S. Department of Housing and Urban Development, acting by and through the Secretary, and a Supervisory Account Executive in the Office of Residential Care Facilities, U.S. Department of Housing and Urban Development, and that he, being authorized to do so by virtue of such office, executed the foregoing instrument on behalf of the Secretary of the U.S. Department of Housing and Urban Development.

Witness my hand and official seal




Notary Public

Cherrell Y. Hinnant
(Print Name)

My commission expires: May 31, 2021

(This area for official notarial seal)

This instrument has been made, presented, and delivered for the purpose of influencing an official action of HUD in insuring the Loan, and may be relied upon by HUD as a true statement of the facts contained therein.

Section 38 Signature Page

Karen Gail Miller,
as an individual

By: Karen G. Miller
Karen Gail Miller
Resident of Utah

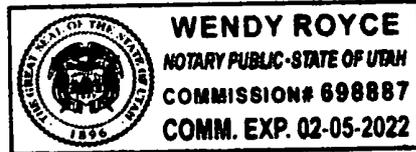
ACKNOWLEDGMENT

STATE OF UTAH)
)
County of Salt Lake) SS

On Dec. 23, 2020, before me, Wendy Royce,
Notary Public, personally appeared Karen Gail Miller, who proved to me on the basis of
satisfactory evidence to be the person whose name is subscribed to the within instrument and
acknowledged to me that she executed the same in her authorized capacity, and that by her
signature on the instrument the person, or the entity upon behalf of which the person acted,
executed the instrument.

WITNESS my hand and official seal.

Signature Wendy Royce
Notary Public



Expiration Date: 02/05/2022

*This instrument has been made, presented, and delivered for the purpose of influencing an
official action of HUD in insuring the Loan, and may be relied upon by HUD as a true statement
of the facts contained therein.*

Section 38 Signature Page

ADVANCED HEALTH CARE RP HOLDINGS –
LARRY H. MILLER COMPANY LLC, a Utah
limited liability company

By: [Signature]
Name: Steve Starks
Title: Authorized Representative

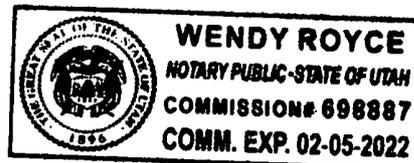
ACKNOWLEDGMENT

STATE OF UTAH)
County of Salt Lake) SS

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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.

WITNESS my hand and official seal.

Signature Wendy Royce
Notary Public



Commission No.: 698887
Expiration Date: 02/05/2022

(This area for official notarial seal)

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official action of HUD in insuring the Loan, and may be relied upon by HUD as a true statement
of the facts contained therein.

EXHIBIT A
LEGAL DESCRIPTION

PARCEL 1:

Commencing at a point located South 1941.65 feet and West 377.29 feet and South 100.00 feet from the North Quarter Corner of Section 20, Township 2 South, Range 1 East, Salt Lake Base and Meridian, thence South 89°43'27" East along an existing fence line 464.26 feet; thence South 43°31'41" East 70.18 feet; thence along the arc of a 74.00 foot radius curve to the right 53.75 feet, chord bears South 20°38'00" East; thence South 00°03'41" East 93.25 feet; thence South 89°56'19" West 531.00 feet; thence North 00°03'41" West 196.14 feet to the point of beginning.

PARCEL 1A:

TOGETHER WITH Those Rights Appurtenant to Parcel 1, set forth and created by that certain Agreement for Easement and Right of Way recorded December 19, 2003 as Entry No. 8928709 in Book 8925 at Pages 4603-4609 of Official Salt Lake County, Utah Records. Being more particularly described as follows:

Beginning at a point which is 117.80 rods (1943.70 feet) South and North 89°30'00" West 23 rods (379.50 feet) and South 100 feet across a certain 100 foot wide parcel of land conveyed to the Utah Department of Transportation as recorded in Book 5572, at Page 444, and South 197.00 feet and East 80 feet from the Northeast corner of the Northwest quarter of Section 20, Township 2 South, Range 1 East, Salt Lake Base and Meridian; and running thence West 20 feet; thence South 330 feet, more or less, to the center line of 6600 South Street; thence East along said center line 20 feet; thence North 330 feet, more or less, to the point of beginning.

PARCEL 1B:

TOGETHER WITH a right of way over the following described tract as conveyed by that certain Quit Claim Deed dated December 19, 2003 and recorded December 19, 2003 as Entry No. 8928706 in Book 8925 at Page 4597 of official records.

Beginning at a point which is 117.80 rods (1943.70 feet) South and North 89°30'00" West 23 rods (379.50 feet) and South 100 feet across a certain 100 foot wide parcel of land conveyed to the Utah Department of Transportation as recorded in Book 5572, at Page 444, and South 197.00 feet and East 80 feet from the Northeast corner of the Northwest quarter of Section 20, Township 2 South, Range 1 East, Salt Lake Base and Meridian; and running thence East 20 feet; thence South 330 feet, more or less, to the center line of 6600 South Street; thence West along said center line 20 feet; thence North 330 feet, more or less, to the point of beginning.

The following is shown for informational purposes only: Tax ID No. 22-20-178-007