



\*W3113252\*

MAIL NOTICE TO  
Troutman Pepper  
Attn: Blair Schiff  
2000 K Street N.W. #600  
Washington, D.C. 20006-1865 07-556-0004

E# 3113252 PG 1 OF 7  
Leann H. Kilts, WEBER COUNTY RECORDER  
28-Dec-20 0342 PM FEE \$40.00 DEP DAC  
REC FOR: FIRST AMERICAN - FASHION POINTE  
ELECTRONICALLY RECORDED

**ASSIGNMENT AND ASSUMPTION OF LOAN DOCUMENTS**

**THIS ASSIGNMENT AND ASSUMPTION OF LOAN DOCUMENTS** (this "Assignment") is dated as of the 21<sup>st</sup> day of December, 2020 (the "Effective Date"), by and between **OGDEN RP SNF, LLC**, a Utah limited liability company ("Assignor"), and **OGDEN RP SNF, LLC**, a Utah limited liability company ("Assignee"), with reference to the following facts:

**WITNESSETH:**

**WHEREAS**, the Assignor was administratively dissolved by the Utah Secretary of State on November 25, 2015 for failure to file its annual renewal and pursuant to Title 16, Chapter 10a of the Utah Code the Assignor cannot reorganize.

**WHEREAS**, Assignor now desires to assign to Assignee all of Assignor's rights, title, obligations and interest set forth in those certain documents set forth on Exhibit A (the "Loan Documents") attached hereto for the property known as Pine View Transitional Rehab located at 1497 East Skyline Drive, South Ogden, UT 84405 as furthered described on Exhibit B (the "Project").

**NOW THEREFORE**, in consideration of the foregoing premise, of TEN AND NO/100 DOLLARS (\$10.00) in hand paid by Assignee, and of other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignment. Assignor hereby grants, transfers, assigns, delivers and conveys to Assignee as of the Effective Date, all of Assignor's right, title, obligations and interest in and to the Loan Documents.
2. Assumption. Assignee hereby assumes, and agrees to be bound by, all obligations and liabilities of Assignor under or relating to the Loan Documents which shall arise or be incurred, or which are required to be performed, on and after the Effective Date.
3. Capitalized Terms. Unless otherwise defined herein, all capitalized terms used in this Assignment shall have the meaning given to such term in the Loan Documents.
4. Applicable Law. This Assignment shall be governed by, and construed in accordance with, the laws of the State of Utah.
5. Counterparts. This Assignment may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument.
6. Binding Effect. This Assignment shall be binding upon and inure to the benefit of Assignor, Assignee and their respective successors and assigns.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment and Assumption of Loan Documents of as of the 7<sup>th</sup> day of December, 2020.

**ASSIGNOR:**

**OGDEN RP SNF, LLC**  
a Utah limited liability company

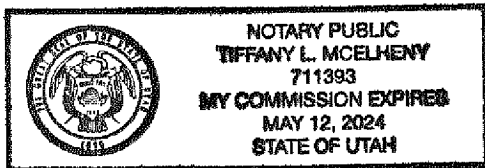
By: [Signature]  
Name: David W. Nattress  
Title: Authorized Representative

State of Utah

County of Davis

The foregoing instrument was acknowledged before me this 7<sup>th</sup> day of December 2020 by DAVID W. NATTRESS, known to me to be the Authorized Representative of OGDEN RP SNF, LLC, a Utah limited liability company, whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Witness my hand and official seal.



[Signature]  
Notary Public

My commission expires: 5/12/2024

**ASSIGNEE:**

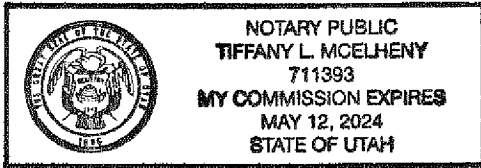
**OGDEN RP SNF, LLC**  
a Utah limited liability company

By: Andrew R. Frasure  
Name: Andrew R. Frasure  
Title: Authorized Representative

State of Utah  
County of Davis

The foregoing instrument was acknowledged before me this 7<sup>th</sup> day of December 2020 by ANDREW R. FRASURE, known to me to be the Authorized Representative of OGDEN RP SNF, LLC, a Utah limited liability company, whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Witness my hand and official seal.



Tiffany L. McElheny  
Notary Public

My commission expires: 5/12/2024

**AGREED AND ACKNOWLEDGED:**

**BERKADIA COMMERCIAL MORTGAGE LLC,**  
a Delaware limited liability company

By: *Kristie Alvelo*  
Name: Kristie A. Alvelo  
Title: Authorized Representative

COUNTY OF MONTGOMERY  
STATE OF PENNSYLVANIA

The foregoing instrument was acknowledged before me this 18<sup>th</sup> day of DECEMBER 2020 by Kristie A. Alvelo, the Authorized Representative of Berkadia Commercial Mortgage LLC, a Delaware limited liability company, whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

COMMONWEALTH OF PENNSYLVANIA  
NOTARIAL SEAL  
Margaret Benner, Notary Public  
Horsham Twp., Montgomery County  
My Commission Expires Oct. 6, 2021  
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

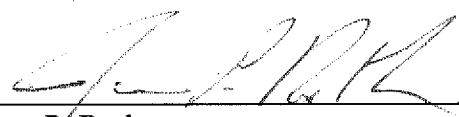
Witness my hand and official seal.

*Margaret Benner*  
Notary Public

My commission expires: Oct 6, 2021

**AGREED AND ACKNOWLEDGED:**

**Secretary of Housing and Urban Development,  
acting by and through the Federal Housing  
Commissioner**

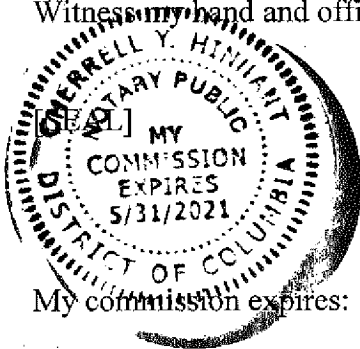
By:   
Jason P. Roth  
Authorized Agent  
Office of Residential Care Facilities

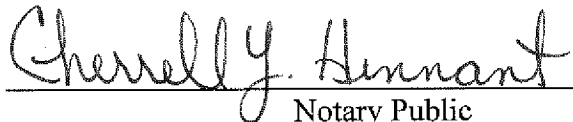
**ACKNOWLEDGEMENT**

CITY OF WASHINGTON, DISTRICT OF COLUMBIA

On this 17<sup>th</sup> 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 Federal Housing Commissioner, 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 Federal Housing Commissioner, acting for 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

**EXHIBIT A TO ASSIGNMENT AND ASSUMPTION OF LOAN DOCUMENTS**

**[Name of Document, Date, By and Between Parties]**

Commitment issued by Berkadia Commercial Mortgage LLC (“Lender”) and accepted by Assignor on May 19, 2015;

Healthcare Regulatory Agreement – Borrower (HUD-92466-ORCF) by and between Assignor and the U.S. Department of Housing and Urban Development dated July 1, 2015, recorded July 27, 2015 in the Recorder’s Office of Weber County, Utah (“Official Records”) as Entry No. 2747678;

Healthcare Facility Note (HUD-94001-ORCF) in the amount of \$4,666,800.00 by Assignor in favor of Lender dated July 1, 2015;

Healthcare Deed of Trust, Assignment of Leases, Rents and Revenue and Security Agreement by Assignor for the benefit of Lender dated July 1, 2015, recorded in the Official Records as Entry No. 2747677;

Escrow Agreement for Non-Critical, Deferred Repairs (HUD-92476-ORCF) executed by Assignor and Lender, dated July 29, 2015;

Request for Endorsement of Credit Instrument and Certificate of Lender, Borrower (HUD-92455-ORCF) executed by Assignor and Lender dated July 29, 2015;

Title Insurance Policy issued by Fidelity National title Insurance Company dated July 29, 2015;

Memorandum of Lease between Assignor and AHC Ogden LLC (“Operator”) dated July 1, 2015, recorded in the Official Records as Entry No. 2747683, as affected by a Subordination Agreement between Assignor, Operator, and Lender dated July 1, 2015, recorded in the Official Records as Entry No. 2747684;

Estoppel Certificate (HUD-91117-ORCF) by Assignor and Operator in favor of Lender dated July 29, 2015;

Lease between Assignor and Operator dated September 4, 2014.

**EXHIBIT B TO ASSIGNMENT AND ASSUMPTION OF LOAN DOCUMENTS**

**Legal Description of Project**

All of Lot 5, Granite Pointe Phase 1, South Ogden City, Weber County, Utah, according to the Official Plat thereof recorded January 19, 2000 as Entry No. 1685049 in Book 51 at Page 35 of Official Weber County Records.