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RASHELLE HOBBS
Recorder, Salt Lake County, UT
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When Recorded Return To:

Steven A. Kaye, Esq.
Arnall Golden Gregory LLP
171 17th Street, NW Suite 2100
Atlanta, Georgia 30363

ASSIGNMENT OF GROUND LEASE AND MEMORANDUM OF GROUND LEASE AGREEMENT

This Assignment of Ground Lease and Memorandum of Ground Lease Agreement ("Assignment") is made this 26th day of December, 2019 (the "Closing Date") by HOLLADAY SENIOR LIVING GROUP, LLC, a Utah limited liability company ("Assignor"), and WOJV HOLLADAY, LLC ("Assignee"). Capitalized terms used herein without definition shall have the respective meanings set forth in that certain Agreement of Purchase and Sale between Assignor and Assignee (the "Contract").

RECITALS

A. RISEN LIFE CHURCH, a Utah Corporation ("Lessor"), and Assignor are parties to that certain Ground Lease, dated as of April 27, 2015, pursuant to which Lessor and Assignor, as Lessee entered into that certain Memorandum of Ground Lease Agreement dated October 28, 2015 and recorded on October 29, 2015 as Entry No. 12160521 in Book 10374, Page 7728 (as the same may have been or may be further amended, supplemented or modified from time to time, collectively, the "Ground Lease").

B. Pursuant to the Contract, Assignor agreed to assign Assignor's interest in, to, and under the Ground Lease to Assignee, and to transfer and convey to Assignee all rights, title and interest of Assignor in and to the Improvements.

C. In furtherance of the foregoing, Assignee will assume Assignor's interest in the Ground Lease is willing to assume all of the obligations of the Assignor under the Ground Lease from and after the date hereof; and Assignor wishes to assign all of the interest of ground lessee (as "Lessee," as such term is defined in the Ground Lease) in, to, and under the Ground Lease.



AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter contained and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. Assignment and Assumption.

1.1 Assignor hereby assigns to Assignee all right, title, and interest of the ground lessee in, to, and under the Ground Lease from and after the date hereof. Assignee accepts the foregoing assignment.

1.2 Assignee hereby assumes all of Assignor's duties and obligations under the Ground Lease accruing from and after the date hereof; provided, however, that under no circumstances is Assignee assuming any obligation or liability occurring or arising prior to the date hereof.

1.3 Assignor hereby transfers and conveys to Assignee all right, title, and interest of the ground lessee in, to all Improvements located on the Holladay Facility Real Property, more fully described on Exhibit "A", and owned by Assignor.

2. Miscellaneous.

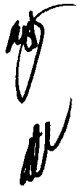
2.1 The covenants and conditions contained herein shall apply to, be binding upon, and shall inure to the benefit of each of the parties hereto and their respective successors in interest and assigns.

2.2 In the event that either party hereto brings any action or files any proceedings in connection with the enforcement of its respective rights under this Assignment or as a consequence of any breach by the other party hereto of its obligations hereunder, the prevailing party in such action or proceeding shall be entitled to have all of its attorneys' fees and out-of-pocket expenditures paid by the losing party.

2.3 This Assignment shall be construed under and in accordance with the laws of the State of Utah applicable to contracts to be fully performed in such State.

2.4 This Assignment may be executed in multiple counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[Signatures appear on the following pages]

Two handwritten signatures in black ink, one above the other, located on the right side of the page.

IN WITNESS WHEREOF, Assignor and Assignee have duly executed this Assignment on the day and year first above written.

ASSIGNOR:

HOLLADAY SENIOR LIVING GROUP, LLC,
a Utah limited liability company

By: WOODBURY CAPITAL II, LP,
a Delaware limited partnership,
its Manager

By: WOOD BOROUGH L.L.C.,
a Delaware limited liability company,
its General Partner

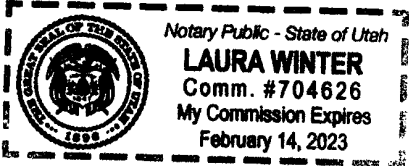
By: WOODBURY CORPORATION,
a Utah corporation,
its Manager

By: *Randall Woodbury*
Name: O. Randall Woodbury, President
Title: _____

By: *W. Richards Woodbury*
Name: W. Richards Woodbury, Chairman
Title: _____

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

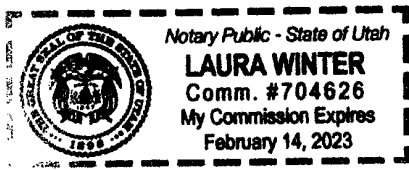
On this 19th day of December, 2019 personally appeared before me C. Randall Woodbury, whose identity is personally known to me, or proven on the basis of satisfactory evidence, and who by me duly sworn/affirmed, did say that he is acting in the capacity referenced above for Woodbury Corporation, who is the Manager of Wood Borough L.L.C., who is the General Partner of Woodbury Capital II, LP, who is the Manager of Holladay Senior Living Group, LLC, and that said document was signed by him on behalf of Assignor by the authority of the organizing documents, and said signer acknowledged to me that he executed the same.

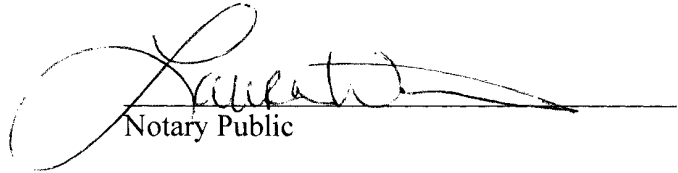


Laura W
Notary Public

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

On this 19th day of Dec., 2019 personally appeared before me W. Richards Woodbury, whose identity is personally known to me, or proven on the basis of satisfactory evidence, and who by me duly sworn/affirmed, did say that he is acting in the capacity referenced above for Woodbury Corporation, who is the Manager of Wood Borough L.L.C., who is the General Partner of Woodbury Capital II, LP, who is the Manager of Holladay Senior Living Group, LLC, and that said document was signed by him on behalf of Assignor by the authority of the organizing documents, and said signer acknowledged to me that he executed the same.




Notary Public

[SIGNATURES CONTINUE ON FOLLOWING PAGE]



ASSIGNEE:

WOJV Holladay, LLC

By: 
Name: Jeff Erhardt
Title: Chief Executive Officer

Commonwealth of Virginia
~~STATE OF UTAH~~)
: ss.
COUNTY OF Fairfax)

On this 18th day of December, 2019 personally appeared before me Jeff Erhardt, whose identity is personally known to me, or proven on the basis of satisfactory evidence, and who by me duly sworn/affirmed, did say that he is acting in the capacity referenced above for WOJV Holladay, LLC, and that said document was signed by him on behalf of Assignee by the authority of the organizing documents, and said signer acknowledged to me that he executed the same.

ZEYNEP CANAN UZUN
NOTARY PUBLIC
REGISTRATION # 7580646
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES
JANUARY 31, 2022

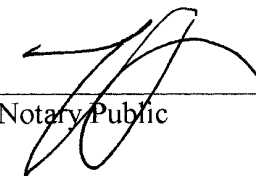

Notary Public

EXHIBIT "A"

Holladay Facility

REAL PROPERTY DESCRIPTION

The real property located in Salt Lake County, State of Utah, and more particularly described as follows:

Parcel 1:

The leasehold estate created by the lease executed by Risen Life Properties, LLC, a Utah limited liability company, as Landlord, to Holladay Senior Living Group, LLC, a Utah limited liability company, as Tenant, dated April 27, 2015, with a Memorandum of Ground Lease Agreement recorded October 29, 2015 as Entry No. 12160521 in Book 10374 at Page 7728, demising and leasing for a term of Fifty (50) years, beginning September 1, 2015, the following described premises, to wit:

Beginning at a point on the Southerly right-of-way line of 3900 South Street, said point being North 0°02'52" East along the monument line of 2700 East Street 1,751.95 feet and South 89°54'00" East 42.01 feet from the Southwest corner of Section 35, Township 1 South, Range 1 East, Salt Lake Base and Meridian, and running thence along said right-of-way line the following two (2) courses: 1) South 89°54'00" East 228.87 feet, 2) South 88°46'00" East 31.11 feet; thence South 0°13'15" West 341.53 feet, to a point on the Northerly line of Susan Jane Subdivision, as recorded in the office of the Salt Lake County Recorder; thence West along said Northerly line 267.96 feet, to a point on the Easterly right-of-way line of 2700 East Street; thence Northerly, along said right-of-way line, the following two (2) courses: 1) North 0°02'52" East 333.05 feet, 2) North 43°22'53" East 13.13 feet to the point of beginning.

Parcel 2:

Non- Exclusive easement for access and parking as set forth in that certain Declaration and Grant of Cross Access Easements & Cross Parking Easements with Agreement Regarding Construction of Certain Improvements dated September 4, 2015 and recorded September 4, 2015 as Entry No. 12127343 in Book 10359 at Page 4192 of official records.