

14020303 B: 11374 P: 5405 Total Pages: 6
09/23/2022 09:11 AM By: dsalazar Fees: \$40.00
Rashelle Hobbs, Recorder, Salt Lake County, Utah
Return To: FIRST AMERICAN TITLE INSURANCE COMPANY - NCS PH
TWO LIBERTY PLACE, SUITE 2600 PHILADELPHIA, PA 19102

Recording Requested By and
When Recorded Mail To:
Mark A. Gaspar, Esquire
Gebhardt & Smith LLP
One South Street, Suite 2200
Baltimore, Maryland 21202

RECORDED BY:
First American Title Insurance
Company
National Commercial Services
50 South 16th Street, Suite 2600
Philadelphia, Pennsylvania 19102
NCS-1140349

Loan No. 901000388

AMENDMENT TO
LEASEHOLD DEED OF TRUST, ASSIGNMENT OF RENTS AND LEASES,
AND SECURITY AGREEMENT
(ALSO CONSTITUTING A FIXTURE FILING)

THIS AMENDMENT TO LEASEHOLD DEED OF TRUST, ASSIGNMENT OF RENTS AND LEASES, AND SECURITY AGREEMENT (ALSO CONSTITUTING A FIXTURE FILING) (this "Amendment") is made as of September 20, 2022, between BELL SQUARE L.L.C., a Utah limited liability company, and CENTER SQUARE MEDICAL, LTD., a Utah limited partnership (collectively, "Borrower"), whose address is 2733 Parleys Way, Suite 304, Salt Lake City, Utah 84109; and GENWORTH LIFE INSURANCE COMPANY, a Delaware corporation ("Lender"), whose address for notice purposes is Servicing Department, 10851 Mastin, Suite 300, Overland Park, Kansas 66210.

RECITALS

On or about October 17, 2012, Lender extended a loan to Borrower in the original principal amount of Twenty-Two Million Five Hundred Thousand Dollars (\$22,500,000.00) ("Loan"), which is evidenced by a Promissory Note dated October 17, 2012 in such amount ("Note"), executed by Borrower payable to the order of Lender. The outstanding principal balance of the Note as of the date hereof is Sixteen Million Five Hundred Eighty-Eight Thousand Five Hundred Seventy Dollars and Eleven Cents (\$16,588,570.11).

The Loan is secured, in part, by a Leasehold Deed of Trust, Assignment of Rents and Leases, and Security Agreement (Also Constituting A Fixture Filing) dated October 17, 2012, and recorded on October 22, 2012, in the Official Records of the Recorder of Salt Lake County, Utah as Document No. 11496304 ("Deed of Trust"), from Borrower to the Lender encumbering certain real property and improvements located in Salt Lake County, Utah and more particularly described on Exhibit A attached hereto.

Borrower has requested that Lender extend the maturity date of the Loan and make certain additional modifications to the documents evidencing and securing the Loan. Lender has agreed to Borrower's request, subject to the terms and conditions set forth in a Modification Agreement of even date herewith by and among Borrower, Lender, Jeffrey K. Woodbury and O. Randall Woodbury ("Modification"). Pursuant to the Modification, Borrower and Lender have executed the Amendment to Promissory Note of even date herewith (collectively with the Note, the "Amended Note").

As a condition precedent to Lender's agreement to enter into the transactions described in the Modification, Lender has required, among other things, that Borrower execute and deliver this Amendment in order to modify the terms of the Deed of Trust in certain respects, and to confirm that the Deed of Trust continues to secure all sums due under the Loan, as modified. Unless otherwise defined herein, capitalized terms used in this Amendment shall have the meanings given such terms in the Deed of Trust.

NOW THEREFORE, in consideration of these premises and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. Confirmation Of Lien. Borrower hereby acknowledges, ratifies and confirms (a) that the Deed of Trust continues to secure all sums due under the Loan, as modified, including without limitation all sums due under the Amended Note, (b) that the Deed of Trust is valid, binding and fully enforceable against Borrower in accordance with its terms, and (c) that the Deed of Trust constitutes a duly perfected first-priority lien against all of the Property subject only to the Permitted Exceptions.

2. Amendments To Deed of Trust. The parties hereby agree that the Deed of Trust is amended as follows:

(a) All references in the Deed of Trust to the "Loan Documents" shall also include the Modification and all documents executed pursuant thereto or in connection therewith, all references therein to the "Loan" shall hereafter mean the Loan as modified pursuant to the Modification, and all references therein to the "Note" shall hereafter mean the Amended Note.

(b) The last sentence of the second paragraph on the first page of the Deed of Trust is modified by deleting "October 31, 2022" and inserting in lieu thereof "October 31, 2023".

3. Representations and Warranties. Borrower hereby confirms that all representations and warranties contained in the Deed of Trust, including without limitation all representations and warranties relating to Hazardous Substances, remain true and correct on the date of this Amendment.

4. No Other Modification. This Amendment shall not create or affect a novation of the Deed of Trust, nor shall this Amendment extinguish, terminate, affect or impair the lien and security of the Deed of Trust or the obligations of Borrower thereunder. Except as specifically modified herein, all other terms and conditions of the Deed of Trust shall remain unchanged and in full force and effect and are hereby ratified and confirmed in all respects by Borrower.

5. Incorporation. The terms and conditions of the Deed of Trust are incorporated herein by reference and made a part hereof.

6. Successors and Assigns. All of the provisions herein contained shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto. Wherever used, the singular shall include the plural, the plural shall include the singular and the use of any gender shall include all genders.

7. Counterparts. This Amendment may be executed in counterparts, all of which taken together shall be deemed to constitute one and the same instrument.

8. Choice Of Law. This Amendment shall in all respects be governed by and construed in accordance with the internal laws of the State of Utah (without regard to the conflict of laws principles of such state), including all matters of construction, validity and performance.

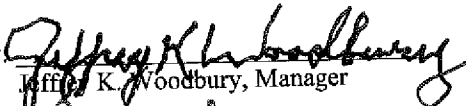
[Signatures Begin On Following Page]

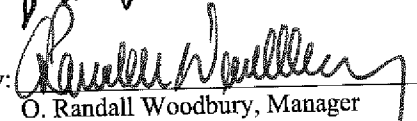
IN WITNESS WHEREOF, Borrower and Lender have executed this Amendment under seal as of the date first above written.

BORROWER:

BELL SQUARE L.L.C.,
a Utah limited liability company

By: Seven Syndicate, L.C.,
a Utah limited liability company,
Manager

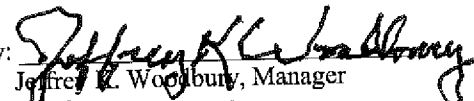
By: 
Jeffrey K. Woodbury, Manager

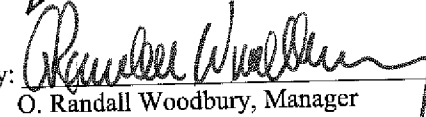
By: 
O. Randall Woodbury, Manager

CENTER SQUARE MEDICAL, LTD.,
a Utah limited partnership

By: Medwood, L.C.,
a Utah limited liability company,
General Partner

By: Seven Syndicate, L.C.,
a Utah limited liability company,
Manager

By: 
Jeffrey K. Woodbury, Manager

By: 
O. Randall Woodbury, Manager

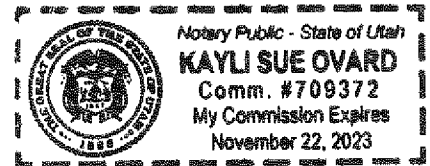
[Acknowledgements Begin On Following Page]

STATE OF UTAH, COUNTY OF Salt Lake, SS:

The foregoing instrument was acknowledged before me this 15th day of September, 2022, by Jeffrey K. Woodbury, as a Manager of Seven Syndicate, L.C., a Utah limited liability company, which is the Manager of BELL SQUARE L.L.C., a Utah limited liability company.

(SEAL)
Name: Kayli Svand

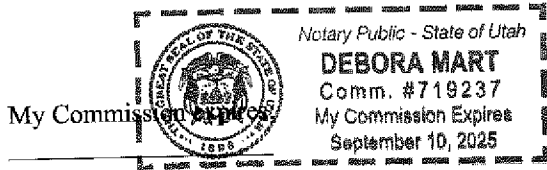
My Commission expires:
11-22-23



STATE OF UTAH, COUNTY OF Salt Lake, SS:

The foregoing instrument was acknowledged before me this 19th day of Sept, 2022, by O. Randall Woodbury, as a Manager of Seven Syndicate, L.C., a Utah limited liability company, which is the Manager of BELL SQUARE L.L.C., a Utah limited liability company.

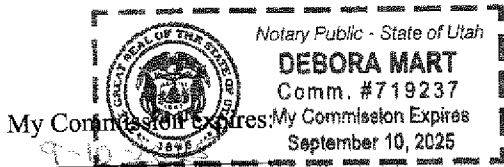
(SEAL)
Name: Debra Mart



STATE OF UTAH, COUNTY OF Salt Lake, SS:

The foregoing instrument was acknowledged before me this 15th day of Sept, 2022, by Jeffrey K. Woodbury, as a Manager of Seven Syndicate, L.C., a Utah limited liability, as the Manager of Medwood, L.C., a Utah limited liability company, which is the General Partner of CENTER SQUARE MEDICAL, LTD, a Utah limited partnership.

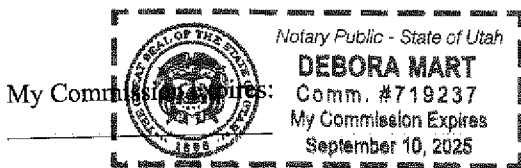
(SEAL)
Name: Debra Mart



STATE OF UTAH, COUNTY OF Salt Lake, SS:

The foregoing instrument was acknowledged before me this 19th day of Sept, 2022, by O. Randall Woodbury, as a Manager of Seven Syndicate, L.C., a Utah limited liability, as the Manager of Medwood, L.C., a Utah limited liability company, which is the General Partner of CENTER SQUARE MEDICAL, LTD, a Utah limited partnership.

(SEAL)
Name: Debra Mart



LENDER:

GENWORTH LIFE INSURANCE COMPANY,
a Delaware corporation

By: [Signature] (SEAL)
Its: JAMES B. RYAN
Investment Officer

ACKNOWLEDGMENT

STATE OF Connecticut, CITY/COUNTY OF Fairfield, TO WIT:

I HEREBY CERTIFY that on this 18th day of August, 2022, before me, the undersigned Notary Public of the County and State aforesaid, personally appeared James B. Ryan, and acknowledged himself/herself to be a Investment Officer of GENWORTH LIFE INSURANCE COMPANY, a Delaware corporation, and that he/she, being authorized so to do, executed the foregoing instrument on behalf of GENWORTH LIFE INSURANCE COMPANY for the purposes therein contained by signing the name of GENWORTH LIFE INSURANCE COMPANY by himself/herself as Investment Officer.

IN WITNESS MY Hand and Notarial Seal.

[Signature] (SEAL)
NOTARY PUBLIC

My Commission Expires:

12/31/2024

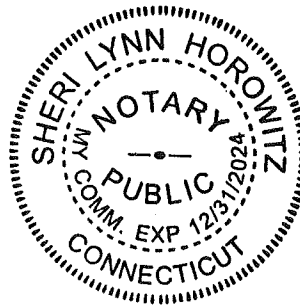


EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

That property situated in the County of Salt Lake, State of Utah, and legally described as follows:

PARCEL 1:

LOTS 2 AND 3, CENTER SQUARE SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF, AS RECORDED IN THE OFFICE OF THE SALT LAKE COUNTY, RECORDER.

TOGETHER WITH THE PERPETUAL, NON-EXCLUSIVE EASEMENTS AS DISCLOSED IN THAT CERTAIN CROSS EASEMENT AGREEMENT, DATED JUNE 26, 2002, AND RECORDED AUGUST 02, 2002 AS ENTRY NO. 8310547 IN BOOK 8628 AT PAGE 2329 IN THE OFFICIAL RECORDS OF THE SALT LAKE COUNTY RECORDER.

PARCEL 2:

LOT 1, CENTER SQUARE SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF, AS RECORDED IN THE OFFICE OF THE SALT LAKE COUNTY, RECORDER.

AND ALSO THAT PROPERTY LOCATED IN THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN:

BEGINNING AT A POINT NORTH 00°12'23" EAST 7.00 FEET TO THE NORTH RIGHT-OF-WAY LINE OF 3900 SOUTH STREET AND SOUTH 89°58'25" EAST ALONG SAID NORTH LINE 233.34 FEET FROM THE SOUTHWEST CORNER OF LOT 1, BLOCK 19, TEN ACRE PLAT "A" BIG FIELD SURVEY AND RUNNING THENCE NORTH 00°11'40" EAST 350.05 FEET; THENCE SOUTH 89°59'06" EAST 17.29 FEET; THENCE SOUTH 00°12'11" WEST 350.05 FEET TO THE NORTH RIGHT-OF-WAY LINE OF 3900 SOUTH STREET; THENCE NORTH 89°58'25" WEST ALONG SAID NORTH LINE 17.24 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

TOGETHER WITH THE PERPETUAL, NON-EXCLUSIVE EASEMENTS AS DISCLOSED IN THAT CERTAIN CROSS EASEMENT AGREEMENT, DATED JUNE 26, 2002, AND RECORDED AUGUST 02, 2002 AS ENTRY NO. 8310547 IN BOOK 8628 AT PAGE 2329 IN THE OFFICIAL RECORDS OF THE SALT LAKE COUNTY RECORDER.

TOGETHER WITH THE NON-EXCLUSIVE EASEMENTS AS DISCLOSED IN THAT CERTAIN UTILITY AND DRAINAGE EASEMENT AGREEMENT, DATED OCTOBER 31, 2004, AND RECORDED MAY 12, 2005 AS ENTRY NO. 9375372 IN BOOK 9130 AT PAGE 2898 IN THE OFFICIAL RECORDS OF THE SALT LAKE COUNTY RECORDER.