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Rashelle Hobbs, Recorder, Salt Lake County, Utah
Return To: STEWART TITLE OF UTAH
6955 S UNION PARK CTR STE 100MIDVALE, UT 840476516

Prepared By, Recording Requested By and
When Recorded Mail To:
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Loan No. 901002261
1983801

**LEASEHOLD DEED OF TRUST,
ASSIGNMENT OF RENTS AND LEASES,
SECURITY AGREEMENT AND FIXTURE FILING**

by

BELL SQUARE L.L.C. and CENTER SQUARE MEDICAL, LTD.,
as Trustor or Grantor

to

STEWART TITLE INSURANCE AGENCY OF UTAH, INC.,
as Trustee

for the benefit of

GENWORTH LIFE INSURANCE COMPANY,
as Beneficiary

Date: June 20, 2023

Premises: 3798 and 3802 South 700 East, Salt Lake City, Utah
84106, and 3838 South 700 East, Salt Lake City, Utah
84106

**LEASEHOLD DEED OF TRUST,
ASSIGNMENT OF RENTS AND LEASES,
SECURITY AGREEMENT AND FIXTURE FILING**

THIS LEASEHOLD DEED OF TRUST, ASSIGNMENT OF RENTS AND LEASES, SECURITY AGREEMENT AND FIXTURE FILING (this “**Security Instrument**”) is made as of June 20, 2023, by BELL SQUARE L.L.C., a Utah limited liability company and CENTER SQUARE MEDICAL, LTD., a Utah limited partnership, as Trustor or Grantor (collectively, “**Borrower**”), whose address is 2733 East Parleys Way, Suite 300, Salt Lake City, Utah 84109; to STEWART TITLE INSURANCE AGENCY OF UTAH, INC., as Trustee (“**Trustee**”), whose address is 2733 East Parleys Way, Suite 200, Salt Lake City, Utah 84109; for the benefit of GENWORTH LIFE INSURANCE COMPANY, a Delaware corporation, as Beneficiary (together with its successors and assigns, “**Lender**”), whose address for notice purposes is c/o Servicing Department, 10851 Mastin Street, Suite 300, Overland Park, Kansas 66210. For purposes of Article 9 of the Uniform Commercial Code of the State of Utah (the “**Uniform Commercial Code**”), this Security Instrument constitutes a security agreement and financing statement with Borrower being the Debtor and Lender being the Secured Party. This Security Instrument also constitutes a financing statement filed as a fixture filing pursuant to the Uniform Commercial Code.

Lender is making a loan to Borrower (the “**Loan**”) in the principal amount of Sixteen Million Three Hundred Thousand and 00/100 Dollars (\$16,300,000.00). The Loan, if not sooner paid, is due and payable in full on June 30, 2033.

The Loan is to be secured by (a) the leasehold interest owned by Bell Square L.L.C. pursuant to the Ground Lease dated as of October 11, 2007 between Medical Leasing Ltd., a Utah limited partnership (collectively with its successors and assigns, “**Ground Lessor**”), as lessor, and Bell Square L.L.C., as successor in interest to Bellwood L.L.C., as lessee, as modified by (i) the First Amendment to Ground Lease dated as of May 23, 2008, (ii) the Second Amendment to Ground Lease dated as of August 29, 2008, and (iii) the Third Amendment dated January 1, 2022, which Ground Lease is evidenced by the Memorandum of Ground Lease recorded with the Salt Lake County Recorder on October 17, 2008 as Entry No. 10543905 in Book 9652 at page 1582; and (b) the leasehold interest owned by Center Square Medical, Ltd. pursuant to the Ground Lease dated as of July 12, 2001, between Ground Lessor, as Lessor, and Center Square Medical, Ltd., as successor in interest to Medwood, L.C., as lessee, as modified by (i) the Amendment to Ground Lease dated as of January 8, 2002, (ii) the Second Amendment to Ground Lease dated as of February 8, 2002, (iii) the Third Amendment to Ground Lease dated as of April 1, 2004, (iv) the Fourth Amendment to Ground Lease dated as of October 11, 2007 (incorrectly identifying the lessee as Bellwood L.L.C.), (v) the Fifth Amendment to Ground Lease dated July 15, 2008 (incorrectly titled as the Fourth Amendment), and (vi) the Sixth Amendment to Ground Lease dated January 1, 2022, which Ground Lease is evidenced by the Memorandum of Ground Lease recorded with the Salt Lake County Recorder on September 12, 2002 as Entry No. 8352444 in Book 8647 at page 9517, as amended and restated by the Amended and Restated Memorandum of Ground Lease recorded with the Salt Lake County Recorder on April 5, 2004 as Entry No. 9023674 in Book 8968 at page 5319 (items (a) and (b), collectively, the “**Ground Lease**”), with respect to

those parcels of real property (collectively, the “**Realty**”) located in Salt Lake City, Utah and described in Exhibit A attached hereto.

In consideration of the Loan and to secure the full and absolute payment and performance of the Secured Obligations (hereinafter defined), Borrower hereby irrevocably GRANTS, TRANSFERS, CONVEYS, BARGAINS, SELLS, ASSIGNS and WARRANTS to Trustee, and Trustee’s, successors and assigns, IN TRUST, WITH POWER OF SALE, and right of entry and possession as provided herein, and grants to Lender a security interest in, all of Borrower’s estate, rights title, claim, interest and demand, either at law or in equity, of, in and to the following property, whether the same be now owned or hereafter acquired (collectively, the “**Property**”):

(a) The Realty, and all rights to the land lying in alleys, streets, and roads adjoining or abutting the Realty;

(b) All buildings, improvements and tenements now or hereafter located on, erected on, affixed or attached to the Realty;

(c) All fixtures and articles of property now or hereafter attached to, or used or adapted for use in the ownership, development, operation or maintenance of, the Realty and all buildings and improvements thereon (whether such items are leased, owned or subject to any title retaining or security instrument, or otherwise used or possessed), including without limitation all heating, cooling, air conditioning, ventilating, refrigerating, plumbing, generating, power, lighting, laundry, maintenance, incinerating, lifting, cleaning, fire prevention and extinguishing, security and access control, cooking, gas, electric and communication fixtures, equipment and apparatus, all engines, motors, conduits, pipes, pumps, tanks, ducts, compressors, boilers, water heaters and furnaces, all ranges, stoves, disposers, refrigerators and other appliances, all escalators and elevators, all baths and sinks, all cabinets, partitions, mantels, built-in mirrors, window shades, blinds, screens, awnings, storm doors, windows and sash, all carpeting, underpadding, floor covering, paneling and draperies, all equipment, all furnishings of public spaces, halls and lobbies, and all shrubbery and plants; all of which items shall be deemed part of the real property and not severable wholly or in part without material injury to the freehold; provided, however, that personal property and trade fixtures owned or supplied by tenants of the Realty with the right of removal at the termination of their tenancies shall not be included within the scope of this Section;

(d) All easements, rights-of-way, access, air and development rights, minerals and oil, gas and other hydrocarbon substances, royalties, water, water rights and water stock, and all other rights, hereditaments, privileges, permits, licenses, franchises and appurtenances now or hereafter belonging or in any way appertaining to the Realty;

(e) All of the rents, benefits, revenues, issues, profits and income of the Realty, and all present and future leases and other agreements for the occupancy or use of all or any part of the Realty, including, without limitation, licenses, subleases, occupancy agreements, concessions, all cash, letters of credit and other forms of security deposits, advance rentals and deposits or payments of similar nature, all fees or other consideration received by Borrower in connection with the termination or modification of any lease of all or any portion of the Property, and all guaranties of tenants’ or occupants’ performances under such leases and agreements; SUBJECT, HOWEVER, to the assignment of rents and other property to Lender herein contained;

(f) All general intangibles relating to the development or use of the Realty, including, without limitation, all permits, licenses and franchises, all names under or by which the Realty may at any time be operated or known, all rights to carry on business under any such names or any variant thereof, and all trademarks, trade names, logos and goodwill in any way relating to the Realty;

(g) All present and future contracts and policies of insurance pertaining to the Property, and all monies and proceeds thereof, rights thereto and all unearned premiums returnable upon cancelation thereof;

(h) All awards, compensation and settlements in lieu thereof made as a result of the taking by power of eminent domain of the whole or any part of the Property, including any awards for damages sustained to the Property for a temporary taking, change in grade of streets or taking of access;

(i) All water rights relating to the Realty, including, without limitation, all certificated rights and all shares of water stock or other evidence of ownership of any part of the Realty whether owned by Borrower alone or in common with others, and all documents of membership in any owners' or members' association or similar group having responsibility for managing or operating any part of the Realty;

(j) The leasehold estates created by the Ground Leases, and all rights created thereunder or incident thereto; and

(k) All products and proceeds of all of the foregoing.

TO HAVE AND TO HOLD the foregoing rights, interests and properties, and all rights, estates, powers and privileges appurtenant thereto unto Trustee and Trustee's heirs, successors and assigns and his successors or substitutes in this trust forever, upon the terms and conditions herein set forth, to secure the Secured Obligations (hereinafter defined).

TO SECURE THE FOLLOWING (collectively the "**Secured Obligations**"):

(1) Payment of the principal sum of Sixteen Million Three Hundred Thousand and 00/100 Dollars (\$16,300,000.00), with interest thereon, according to the terms and provisions of a Promissory Note of even date herewith, payable to Lender, or order, and made by Borrower, and all modifications, extensions, renewals and replacements thereof and any prepayment premiums, costs or expenses provided therein (collectively the "**Note**");

(2) Payment of all sums advanced to protect the security of this Security Instrument, including without limitation the payment of taxes on the Property, insurance premiums for insurance for the Property, payment of principal and interest on prior liens and payment of expenses and attorneys' fees, together with interest thereon as herein provided;

(3) Payment of all other sums which are or which may become owing and performance of all other obligations under the Loan Documents (hereinafter defined);

(4) Performance of all of Borrower's other obligations under the Loan Documents; and

(5) Payment of the principal and interest on all other future loans or advances made by Lender to Borrower when the promissory note evidencing the loan or advance specifically states that it is secured by this Security Instrument, including all modifications, extensions, renewals, and replacements of any such future loan or advance.

As used herein, the term “**Loan Documents**” means the Note, this Security Instrument, an Assignment of Rents and Leases (the terms of which shall control in the event of any conflict with the terms of Article VI in this Security Instrument), any loan agreement and Uniform Commercial Code Financing Statements filed in connection herewith, and all related guaranties, assignments, instruments and documents (except the Environmental Indemnity, which is not secured by this Security Instrument), together with all amendments, modifications, extensions, renewals and replacements thereof. This Security Instrument shall not secure any Loan Document or any particular person’s liabilities or obligations under any Loan Document to the extent that such Loan Document expressly states that it or such particular person’s liabilities or obligations are not secured by this Security Instrument.

BORROWER HEREBY REPRESENTS, WARRANTS, COVENANTS AND AGREES AS FOLLOWS:

ARTICLE I
REPRESENTATIONS AND WARRANTIES

Section 1.1. Warranty of Title; Covenants Regarding Ground Lease. Borrower represents and warrants to Lender that: (a) Borrower has good, marketable and insurable title to, and the right to convey, the leasehold estates created by the Ground Lease, the Ground Lease is in full force and effect without modification except as noted above, neither Borrower nor Ground Lessor is in default thereunder, and Borrower is the sole and absolute owner of all other Property; (b) the Property is free from liens, encumbrances, exceptions or other charges of any kind whatsoever other than non-delinquent installments of property taxes and assessments, general and special, the exceptions, if any, listed on Schedule B of the title insurance policy issued to and approved by Lender in connection with the Loan (the “Permitted Exceptions”), and no others, whether superior or inferior to this Security Instrument, will be created or suffered to be created by Borrower during the life of this Security Instrument without the prior written consent of Lender; (c) no default on the part of Borrower or, to the best of Borrower’s knowledge, any other person exists under any of the Permitted Exceptions and all Permitted Exceptions are in full force and effect, without modification; (d) none of the Permitted Exceptions will be modified by Borrower without Lender’s prior written consent; (e) Borrower will fully comply with the terms of the Permitted Exceptions; and (f) Borrower has the right to grant, mortgage, transfer, convey and assign the Property as herein provided and will forever warrant and defend the Property unto Lender against all claims and demands of any other person whomsoever, subject only to said non-delinquent installments of taxes and assessments and the Permitted Exceptions.

Borrower shall (i) comply with all provisions of the Ground Lease, (ii) give immediate written notice to Lender of any default by Ground Lessor under the Ground Lease or of any notice received by Borrower from Ground Lessor of any default under the Ground Lease by Borrower, and (iii) give immediate written notice to Lender of the commencement of any remedial proceedings under the Ground Lease by any party thereto. Until the Loan has been paid in full

and this Security Instrument released of record, Borrower shall exercise in a timely manner all extension or renewal terms available under the Ground Lease. Ground Lessor shall acknowledge and agree that no termination of the Ground Lease shall be accepted without the prior written consent of Lender. Borrower hereby grants to Lender a power of attorney, which power of attorney shall be deemed coupled with an interest, to take any and all actions which may be necessary to exercise any extension or renewal term available under the Ground Lease, and Ground Lessor shall acknowledge and agree that any such exercise by Lender shall constitute a valid exercise of such extension or renewal term. Borrower shall not terminate or cancel, or attempt to terminate or cancel, the Ground Lease without the prior written consent of Lender until all sums payable under the Loan have been paid in full and this Security Instrument has been released of record, and Borrower shall not, without the prior written consent of Lender, modify or amend the Ground Lease. Borrower hereby expressly transfers and assigns to Lender the benefit of all covenants contained in the Ground Lease, whether or not such covenants run with the land, but Lender shall have no liability with respect to such covenants or any other covenants contained in the Ground Lease. There shall not be a merger of the Ground Lease, or of the leasehold estates created thereby, with any fee estate covered by the Ground Lease by reason of said leasehold estate or said fee estate, or any part of either, coming into common ownership, unless Lender shall consent in writing to such merger; if Borrower shall acquire any such fee estate, then this Security Instrument shall simultaneously and without further action be spread so as to become a lien on such fee estate.

Section 1.2. Hazardous Substances. Borrower represents and warrants to Lender that, to the best of Borrower's knowledge, and except as set forth in that certain Phase I Environmental Site Assessment Report prepared by Partner Engineering and Science, Inc. dated April 19, 2023: (i) no asbestos has ever been used in the construction, repair or maintenance of any building, structure or other improvement now or heretofore located on the Property; (ii) no Hazardous Substance (hereinafter defined) is currently being generated, manufactured, refined, transported, treated, stored, handled or disposed of, transferred, produced or processed on, under, from, or in the Property, except in compliance with all applicable federal, state and local statutes, ordinances, rules, regulations and other laws; (iii) neither Borrower nor, to the best of Borrower's knowledge, any other person or entity has ever caused or permitted any Hazardous Substance to be generated, manufactured, refined, transported, treated, stored, handled or disposed of, transferred, produced or processed on, under, from, or in or associated with the Property, except in compliance with all applicable federal, state and local statutes, ordinances, rules, regulations and other laws; (iv) Borrower has not received a summons, citation, directive, letter or other communication, written or oral, from any federal, state or local governmental agency or department concerning any intentional or unintentional act or omission by Borrower or any other person or entity with respect to the Property which resulted in the releasing, spilling, leaking, pumping, pouring, emitting, emptying or dumping of Hazardous Substances into waters or air or onto lands, or otherwise concerning any actual or alleged violation with respect to or associated with the Property of any federal, state or local statute, ordinance, rule, regulation or other law pertaining to Hazardous Substances; and (v) neither Borrower nor the Property is subject to any governmental or judicial claim, order, judgment, notice, or lien with respect to the clean-up of Hazardous Substance at or with respect to the Property. Borrower further represents and warrants to Lender that the foregoing representations and warranties contained in this Section are made after and are based upon inspection of the Property by Borrower and due inquiry by Borrower as to the prior uses of the Property.

As used herein, the term “**Hazardous Substance**” means any waste oil, solvent mixture, or any hazardous, toxic or dangerous substance, waste or material which is or becomes regulated under any federal, state or local statute, ordinance, rule, regulation or other law now or hereafter in effect pertaining to environmental protection, contamination or clean-up, including without limitation any substance, waste or material which now or hereafter is (i) designated as a “solid or hazardous substance” under or pursuant to the Federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.), (ii) defined as a “hazardous waste” under or pursuant to the Resource Conservation and Recovery Act (42 U.S.C. § 6901 et seq.), (iii) defined as a “hazardous substance” in (or for purposes of) the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. § 9601 et seq.), (iv) defined as a “hazardous air pollutant” under or pursuant to the Federal Clean Air Act (42 U.S.C. § 7401 et seq.), (v) defined as a hazardous, toxic or dangerous substance under or pursuant to any so-called “Superfund” or “Superlien” law, (vi) defined or listed as a “hazardous waste,” “extremely hazardous waste,” “restricted hazardous waste,” “infectious waste,” “pollutant,” “controlled hazardous substance,” “hazardous substance,” “hazardous material,” “solid waste,” “transuranic waste,” “petroleum product,” or “pollutant” under or pursuant to the statutes and regulations of the State of Utah.

Section 1.3. Location of Borrower. Bell Square L.L.C. represents and warrants to Lender that it is a limited liability company organized under the laws of the State of Utah, and its exact legal name is as set forth in the first paragraph on page 1 of this Security Instrument. Center Square Medical, Ltd. represents and warrants to Lender that it is a limited partnership organized under the laws of the State of Utah, and its legal name is as set forth in the first paragraph on page 1 of this Security Instrument. Borrower covenants that it will give Lender thirty (30) days’ prior written notice of any act, event or occurrence which will cause the representations and/or warranties in this Section to become untrue in any respect.

Section 1.4. Personal Property. Borrower represents and warrants that it owns, free and clear of liens or encumbrances, all fixtures, equipment and other items of personal property used in connection with the operation of the Property other than fixtures, equipment and other items of personal property owned by tenants.

ARTICLE II **BORROWER’S COVENANTS**

Section 2.1. Payment and Performance of Secured Obligations. Borrower will pay when due all sums that are now or that may become owing on the Note, and will pay and perform all other Secured Obligations, in accordance with their terms.

Section 2.2. Payment of Taxes, Utilities, Liens and Charges.

(a) **Taxes and Assessments.** Except as the same may otherwise be paid under Article III, Borrower agrees to pay when due (and in any event prior to delinquency) directly to the payee thereof all taxes and assessments (including without limitation non-governmental levies or assessments such as maintenance charges, owner association dues or charges, or fees, levies or charges resulting from covenants, conditions or restrictions) levied, assessed or charged against or with respect to the Property, this Security Instrument or the Loan Documents. Upon request, Borrower shall promptly furnish to Lender all notices of amounts due under this subsection and

all receipts evidencing such payments. Borrower may contest any such taxes or assessments by appropriate proceedings duly instituted and diligently prosecuted at Borrower's expense and Borrower shall not be obligated to pay such taxes or assessments while such contest is pending so long as (i) the Property is not thereby subject to imminent loss or forfeiture and (ii) if Borrower has not provided evidence that it has deposited the entire amount assessed with the applicable governmental authority, it deposits the entire amount together with projected penalties and interest with Lender or provides other security satisfactory to Lender in its sole discretion.

(b) Utilities. Borrower will pay when due all utility charges and assessments for services furnished to the Property.

(c) Liens and Charges. Borrower will pay when due the claims of all persons supplying labor or materials to or in connection with the Property. Without waiving the restrictions of Section 4.1 hereof, Borrower will promptly discharge any lien or other charge, whether superior or inferior to this Security Instrument, which may be claimed against the Property.

Section 2.3. Insurance

(a) Coverages Required. Borrower will keep the following insurance coverages in effect with respect to the Property:

(i) Insurance against loss by fire, vandalism, malicious mischief and such other hazards as may now or hereafter be embraced by the standard "all risk" or "special form" policy of insurance in an amount equal at all times to the lesser of one hundred percent (100%) of the current replacement value of the improvements then located on the Property or the amount of the Loan. All such insurance coverage shall contain a "replacement cost endorsement", without deduction for depreciation.

(ii) Flood risk insurance in the maximum amount of insurance coverage available or the full replacement cost of the buildings on the Realty, whichever is less, if the Realty is now or hereafter designated as being located within a special flood hazard area under the Flood Disaster Protection Act of 1973 and if flood insurance is available.

(iii) Loss of rental value insurance and/or business interruption insurance, as follows: If all or any portion of the Property is rented or leased, loss of rental value insurance in an amount equal to twelve (12) months' aggregate gross rents from the Property as is so occupied, including a six (6) month extended period of indemnity. If all or any portion of the Property is occupied by Borrower, business interruption insurance in an amount equal to twelve (12) months' net income from such portion of the Property as is so occupied, including a six (6) month extended period of indemnity. The amount(s) of such coverage(s) shall be subject to adjustment, from time to time at Lender's request, to reflect changes in the rental and/or income levels during the term of the Loan.

(iv) Commercial general liability insurance against claims for bodily injury, death or property damage occurring on, in or about the Property (including coverage for elevators and escalators, if any, on the Property), with the coverage being in an amount of not less than One Million Dollars (\$1,000,000) combined single-limit liability coverage, or in such greater amount(s) as Lender may reasonably require.

(v) Insurance covering the perils of terrorism and acts of terrorism.

(vi) Boiler and machinery insurance covering pressure vessels, air tanks, boilers, machinery, pressure piping, heating, air conditioning and elevator and escalator equipment, provided the improvements contain equipment of such nature, and insurance against loss of occupancy or use arising from breakdown of any of such items, in such amounts as Lender may reasonably require.

(vii) Demolition, increased cost of construction and contingent building laws liability insurance, if and at any time the Property constitutes a legal, non-conforming use under applicable zoning or other governmental laws.

(viii) Sinkhole insurance if the Property is located in a sinkhole zone.

(ix) Windstorm insurance (including named storm coverage) with no more than a 5% deductible.

(x) Insurance against such similar or other hazards, casualties, liabilities and contingencies, in such forms and amounts, as Lender may from time to time reasonably require.

This Section sets forth Lender's minimum insurance requirements and shall not be construed as a recommendation as to the nature, type or extent of any insurance, supplements or endorsements that Borrower could or should acquire, and Borrower shall, with the assistance of its own brokers and advisors, determine whether and the extent to which any additional insurance coverages shall be obtained.

(b) Policies. Each insurance policy will be in a form and content acceptable to Lender, will provide for a deductible of no greater than Twenty-Five Thousand Dollars (\$25,000), and will be issued by a company acceptable to Lender, which company shall, among other things, be (i) duly authorized to provide such insurance in the state in which the Property is located, and (ii) rated "A-" or better with a size rating of "VII" or larger by A.M. Best Company's Key Rating Guide in its most recent publication of ratings (provided, however, that if A.M. Best Company changes its designations, the basis for its ratings or ceases to provide ratings, Lender shall be entitled to select replacement ratings in the exercise of its reasonable business judgment). Each hazard insurance policy will include a mortgagee endorsement in favor of and in form acceptable to Lender, naming Lender as first mortgagee and loss payee, and which endorsement provides that the policy to which it relates will survive foreclosure of this Security Instrument. Each liability insurance policy will name Lender as an additional insured. An "agreed amount endorsement" will be included in any policy containing a co-insurance clause, and Borrower agrees that any and all co-insurance clauses and "agreed amount endorsements" must be satisfactory to Lender. If any required property insurance coverage is furnished as part of a "blanket policy," either the blanket policy will include an "agreed value endorsement" or "agreed amount endorsement," or Borrower will furnish to Lender a copy of the insurer's "statement of value" for the Property. All required policies will provide for at least thirty (30) days' written notice to Lender prior to the effective date of any cancellation or material amendment, which term shall include any reduction in the scope or limits of coverage, and shall include a waiver of subrogation for any policy on which Borrower is a co-insured or additional insured. Upon request, Borrower shall furnish to Lender

(x) the complete original of each required insurance policy, or (y) a certified copy thereof (including all declaration pages, policy forms and endorsements), which shall include an original signature of an authorized officer or agent of the insurer, or (z) an uncertified memorandum copy thereof (including all declaration pages, policy forms and endorsements), together with an original evidence of insurance or certificate of insurance setting forth the coverage, the limits of liability, the carrier, the policy number and the expiration date. As security for the Secured Obligations, Borrower hereby assigns to Lender all required insurance policies, together with all monies and proceeds thereof, rights thereto and all unearned premiums returnable upon cancellation (all such assigned items constituting "Property" for purposes of this Security Instrument).

(c) Payment; Renewals. Borrower shall promptly furnish to Lender all renewal notices relating to insurance policies. Except as the same may otherwise be paid under Article III, Borrower will pay all premiums on insurance policies directly to the carrier. At least thirty (30) days prior to the expiration date of each such policy, Borrower shall furnish to Lender a renewal policy in a form acceptable to Lender, together with evidence that the renewal premium has been paid.

(d) Insurance Proceeds.

(i) In the event of any loss, Borrower will give prompt written notice thereof to the insurance carrier and Lender. In connection with any loss resulting in a claim exceeding One Hundred Thousand Dollars (\$100,000.00), Borrower hereby grants Lender a power of attorney, which power of attorney is coupled with an interest and is irrevocable, to make proof of loss, to adjust and compromise any claim, to commence, appear in and prosecute, in Lender's or Borrower's name, any action relating to any claim, and to collect and receive insurance proceeds; provided, however, that Lender shall have no obligation to do so. If no Event of Default has occurred and is continuing, the immediately preceding sentence shall apply except that Lender shall not be entitled to act as Borrower's attorney-in-fact and Borrower shall be entitled to participate jointly with Lender in adjusting and compromising any claim, and appearing in any proceeding.

(ii) Except as may otherwise be required by applicable law, and subject to the provisions of Section 2.3(d)(iii), Lender shall apply any insurance proceeds received hereunder first to the payment of the costs and expenses incurred in the collection of the proceeds and shall then apply the balance (the "Net Proceeds"), in its absolute discretion and without regard to the adequacy of its security, to:

(A) The payment of the Secured Obligations, whether then due and payable or not. Any such application of proceeds to principal on the Note shall be without the imposition of any prepayment fee otherwise payable under the Note, but shall not extend or postpone the due dates of the installment payments under the Note or change the amounts thereof; or

(B) The cost of restoration or repair of the Property or the reimbursement of Borrower, under Lender's prescribed disbursement control procedures, for the cost of restoration or repair of the Property, including progress payments as restoration or repair work is completed. Lender may, at its option, condition the disbursement or reimbursement on

Lender's approval of the plans and specifications of the reconstruction, contractor's cost estimates, construction budget and schedule, architects' certificates, waivers of liens, sworn statements of mechanics and materialmen, and such other evidence of costs, percentage of completion of construction, application of payments and satisfaction of liens as Lender may reasonably require.

(iii) Notwithstanding the provisions of Section 2.3(d)(ii) above, Lender agrees that the Net Proceeds from a loss described in this Section will be made available under clause (ii)(B) above to pay for the cost of restoration or repair of the Property, or to reimburse Borrower for such costs, provided that each of the following conditions is satisfied:

(A) At the time the proceeds are received, and at all times during the restoration or repair of the Property, no event or circumstance exists which is or which with the passage of time, the giving of notice, or both would constitute an Event of Default;

(B) The Net Proceeds are less than the indebtedness then secured by this Security Instrument;

(C) The Net Proceeds are received more than six (6) months prior to the maturity date of the Note, including any acceleration of the maturity date by Lender if the Note gives Lender a right of acceleration;

(D) Borrower gives Lender written notice within thirty (30) days after the proceeds are received that it intends to restore or repair the Property and requests that the Net Proceeds be made available therefor, and Borrower thereafter promptly commences the restoration or repair and completes the same with reasonable diligence in accordance with plans and specifications approved by Lender, which approval shall not be unreasonably withheld;

(E) The Net Proceeds are sufficient, in Lender's judgment, to restore or repair the Property substantially to its condition prior to the damage or destruction or, if in Lender's reasonable business judgment they are not, Borrower deposits with Lender funds in an amount equal to the deficiency, which funds Lender may, at its option, require be expended prior to use of the Net Proceeds; and

(F) Lender receives evidence satisfactory to Lender that the Property can lawfully be restored or repaired to its condition prior to the damage or destruction and that, upon completion of the restoration or repair, the Property can be operated substantially as it was before and will produce substantially as much income from tenant leases as it did before the damage or destruction.

(iv) Except to the extent, if any, that insurance proceeds are applied to payment of the Secured Obligations, nothing herein contained shall be deemed to excuse Borrower from restoring, repairing or maintaining the Property as provided in Section 2.4 below, regardless of whether insurance proceeds are available or insufficient.

(e) Transfer of Title. If the Property is sold pursuant to Article VIII or if Lender otherwise acquires title to the Property, Lender shall have all of the right, title and interest of Borrower in and to any insurance policies and unearned premiums thereon and in and to the proceeds resulting from any damage to the Property prior to such sale or acquisition.

Section 2.4. Preservation and Maintenance of Property; Right of Entry.

(a) Preservation and Maintenance. Borrower (i) will not commit, permit to occur or suffer any waste or impairment or deterioration of the Property, (ii) will not abandon the Property, (iii) will, extent to the extent otherwise provided in Section 2.3(d)(iv) above, restore or repair promptly and in a good and workmanlike manner all or any part of the Property to the equivalent of its original condition, or such other condition as Lender may approve in writing, in the event of any damage, injury or loss thereto, whether or not insurance proceeds are available to cover in whole or in part the costs of such restoration or repair, (iv) will keep the Property, including improvements, fixtures, equipment, machinery and appliances thereon, in good condition and repair and will replace fixtures, equipment, machinery and appliances of the Property when necessary to keep such items in good condition and repair, and (v) will generally operate and maintain the Property in a commercially reasonable manner.

(b) Alterations. No building or other improvement on the Realty will be structurally altered, removed or demolished, in whole or in part, without Lender's prior written consent, nor will any fixture or chattel covered by this Security Instrument and adapted to the use and enjoyment of the Property be removed at any time without like consent unless actually replaced by an article of equal suitability, owned by Borrower, free and clear of any lien or security interest except such as may be approved in writing by Lender.

(c) Right of Entry. Lender is hereby authorized to enter the Property, including the interior of any structures, at reasonable times and after reasonable notice, for the purpose of inspecting the Property and/or for the purpose of performing any of the acts it is authorized to perform hereunder.

Section 2.5. Hazardous Substances.

(a) No Future Hazardous Substances. Borrower will not cause or permit the Property to be used to generate, manufacture, refine, transport, treat, store, handle, dispose, transfer, produce or process any Hazardous Substance, except for de minimis amounts of pre-packaged supplies and cleaning materials customarily used in the operation and maintenance of comparable properties, and for waste generated in the normal course of the businesses operated at the Property, so long as all of the foregoing are used, stored, handled, transported and disposed of in compliance with all applicable laws, nor shall Borrower cause or permit, as a result of any intentional or unintentional act or omission on the part of Borrower or any tenant, subtenant or other user or occupier of the Property, a releasing, spilling, leaking, pumping, pouring, emitting, emptying or dumping of any Hazardous Substance onto the Property or any other property or into any waters or air. Without limiting the foregoing, Borrower shall not cause or permit the installation, operation or presence on the Property of any underground storage tank or system used or to be used for the storage, handling or dispensing of petroleum or any other substance regulated under the Resource Conservation and Recovery Act (42 USC § 6901 et seq.), as now or hereafter amended, or any state or local statute, ordinance, rule, regulation or other law now or hereafter in effect regulating underground storage tanks or systems.

(b) Notification; Clean Up. Borrower will immediately notify Lender if Borrower becomes aware of (i) any Hazardous Substance or other environmental problem or liability with

respect to the Property, (ii) any actual or alleged violation with respect to the Property of any federal, state or local statute, ordinance, rule, regulation or other law pertaining to Hazardous Substances, or (iii) any lien or action with respect to any of the foregoing. Borrower will, at its sole expense, take all actions as may be necessary or advisable for the clean-up of Hazardous Substances on or with respect to the Property, including, without limitation, all removal, containment and remedial actions in accordance with all applicable laws and in all events in a manner satisfactory to Lender, and shall further pay or cause to be paid all clean-up, administrative and enforcement costs of governmental agencies with respect to Hazardous Substances on or with respect to the Property if obligated to do so by contract or by law.

(c) Verification. For the purposes of inspecting the Property to ascertain the accuracy of all representations and warranties in this Security Instrument relating to Hazardous Substances, and the observance of all covenants contained in this Section 2.5, (i) Lender is hereby authorized to enter and inspect the Property, including the interior of any structures, at reasonable times and after reasonable notice; and (ii) if and at any time Hazardous Substances are being handled on the Property, Borrower shall furnish Lender with such information and documents as may be reasonably requested by Lender to confirm that such Hazardous Substances are being handled in compliance with all applicable federal, state and local statutes, ordinances, rules, regulations and other laws. Borrower shall reimburse Lender upon demand for all costs and expenses, including, without limitation, attorneys' fees incurred by Lender in connection with any such entry and inspection and the obtaining of such information and documents.

(d) Indemnity for Certain Matters. Borrower shall be responsible for, and indemnify, defend, and hold harmless Lender from and against, any claim, judgment, loss, damage, demand, cost, expense or liability, known or unknown, contingent or otherwise, directly or indirectly arising out of or attributable to the use, generation, storage, release, threatened release, discharge, disposal, or presence (whether prior to or after the date of this Security Instrument) of Hazardous Substances on, in, under or about the Property including all costs and expenses incurred by Lender, including reasonable attorneys' and consultants' fees. The foregoing indemnification obligation shall be limited to the actual damages incurred by Lender, including all advances or payments paid or agreed to be paid by Lender pursuant to its rights to require environmental assessments, join or participate in any proceedings, cure Borrower's default or enforce its remedies, (i) prior to and after any judicial foreclosure of this Security Instrument or deed delivered and accepted in lieu thereof, or (ii) prior to any nonjudicial foreclosure of this Security Instrument or deed delivered and accepted in lieu thereof. The obligations of Borrower under this Section shall be mutually exclusive of any liabilities arising after a nonjudicial foreclosure of this Security Instrument or the delivery and acceptance of a deed in lieu of such nonjudicial foreclosure, which are evidenced by the Environmental Indemnity, which are not secured hereby. Notwithstanding the foregoing, the foregoing indemnification obligation shall not relate to any Hazardous Substance which is introduced to the Property subsequent to (x) the date of Borrower's record conveyance of title to the Property, provided that such conveyance is effected upon written consent of Lender and otherwise in compliance with Article IV of this Security Instrument, or (y) the date Lender or any third-party purchaser acquires title to the Property as a result of foreclosure or deed in lieu of foreclosure (any such date being hereinafter referred to as the "Transfer Date"); provided, however, that Borrower shall bear the burden of proof that the introduction and initial release of such Hazardous Substance (i) occurred subsequent to the Transfer Date, (ii) did not occur as a result of any action of Borrower, and (iii) did not occur as a result of continuing migration or

release of any Hazardous Substance introduced prior to the Transfer Date in, on, under or near the Property.

Section 2.6. Parking. If any part of the automobile parking areas included within the Property is taken by condemnation, and before the parking areas are reduced for any other reason, Borrower will take all actions as are necessary to provide parking facilities in kind, size and location necessary to comply with all governmental zoning and other regulations and all leases. Before making any contract for substitute parking facilities, Borrower will furnish to Lender satisfactory assurance of completion thereof free of liens and in conformity with all government zoning and other regulations.

Section 2.7. Use of Property. Borrower will comply with, and will cause all tenants, invitees and other users of the Property to comply with, all federal, state and municipal laws, ordinances, regulations and requirements of any governmental body, and all other covenants, conditions and restrictions, applicable to the Property, and pay all taxes, fees and charges in connection therewith. The Property may not be converted to a cooperative or condominium without Lender's prior written consent, which consent may be withheld in Lender's sole and absolute discretion. Borrower shall not cause or permit all or any of the Property to be used for a gasoline station, service station or other fueling facility which in whole or in part handles, sells or distributes gasoline, diesel fuel, gasohol or any other substance used in self-propelled motor vehicles. Unless required by applicable law or unless Lender has otherwise agreed in writing, Borrower will not allow changes in the use for which all or any part of the Property was intended at the time this Security Instrument was executed. Borrower will not initiate or acquiesce in a change in the zoning or land use classification of the Property without Lender's prior written consent.

Section 2.8. Condemnation.

(a) **Proceedings.** Borrower will promptly notify Lender of any action or proceeding relating to any condemnation or other taking (including without limitation change of grade), whether direct or indirect, of the Property or part thereof or interest therein, and Borrower will appear in and prosecute at its sole cost and expense any such action or proceeding unless otherwise directed by Lender in writing. Borrower grants Lender a power of attorney, which power of attorney is coupled with an interest and is irrevocable, to commence, appear in and prosecute, in Lender's or Borrower's name, any action or proceeding relating to any such condemnation or other taking, and to settle or compromise any claim in connection with such condemnation or other taking; provided, however, that Lender shall have no obligation to do so. All awards, payments, damages (direct, consequential or otherwise), claims, and proceeds thereof, in connection with any such condemnation or other taking, or for conveyances in lieu of condemnation, are hereby assigned to Lender (all such assigned items constituting "Property" for purposes of this Security Instrument); and all proceeds of any such awards, payments, damages or claims shall be paid to Lender.

(b) **Application of Proceeds.** Lender shall apply any such proceeds in the manner and upon the terms and conditions set forth in Section 2.3(d)(ii) relating to the application of insurance proceeds, without regard to the provisions of Section 2.3(d)(iii). So long as no event or circumstance exists which is or which with the passage of time, the giving of notice, or both will

constitute an Event of Default, Lender will permit application of the portion of a condemnation award that is necessary for the restoration or repair of the Property provided that, (a) the portion of the Realty which is taken is located along the perimeter or periphery of the Realty, and no material portion of the improvements is located on the condemned land or Lender has otherwise determined the taking is not material, (b) such condemnation does not result in the loss of either (i) permanent access to the Property or the related improvements unless substitute access satisfactory to Lender is available to the Property, or (ii) parking on the Property unless (1) substitute parking satisfactory to Lender is available to the Property or (2) such loss of parking does not adversely affect the Property or cause the Property to no longer comply with zoning requirements or lease provisions.

Section 2.9. Protection of Lender's Security. Borrower will give notice to Lender of and will, at its expense, appear in and defend any action or proceeding that might affect the Property or title thereto or the interests of Lender or Trustee therein or the rights or remedies of Lender or Trustee. If any such action or proceeding is commenced or if Lender or Trustee is made a party to any such action or proceeding by reason of this Security Instrument, or if Borrower fails to perform any obligation on its part to be performed hereunder, then Lender and/or Trustee, each in its own discretion, may make any appearances, disburse any sums, make any entries upon the Property and take any actions as may be necessary or desirable to protect or enforce the security of this Security Instrument, to remedy Borrower's failure to perform its obligations (without, however, waiving any default by Borrower) or otherwise to protect Lender's or Trustee's interests. Borrower will pay all losses, damages, fees, costs and expenses, including reasonable attorneys' fees, of Lender and Trustee thus incurred. This Section 2.9 shall not be construed to require Lender or Trustee to incur any expenses, make any appearances or take any actions.

Section 2.10. Reimbursement of Lender's and Trustee's Expenses. All amounts disbursed by Lender and Trustee pursuant to Section 2.9 or any other provision of this Security Instrument, with interest thereon, shall be additional of Borrower secured by this Security Instrument. All such amounts shall be immediately due and payable and shall bear interest from the date of disbursement at the interest rate in effect on the Note from time to time, or at the maximum rate which may be collected from Borrower on such amounts by the payee thereof under applicable law if that is less.

Section 2.11. Books and Records; Financial Statements. Borrower will keep and maintain at Borrower's address stated above, or such other place as Lender may approve in writing, books of accounts and records adequate to correctly reflect the results of the operation of the Property and copies of all written contracts, leases and other instruments which affect the Property. Such books, records, contracts, leases and other instruments shall be subject to examination, inspection and copying at any reasonable time by Lender. Borrower will furnish to Lender, within twenty (20) days after Lender's request therefor, the following documents, each certified to Lender by Borrower as being true, correct and complete: (a) a copy of all leases and other agreements for the occupancy or use of all or any part of the Property, (b) a rent roll for the Property, showing the name of each tenant, and for each tenant, the unit or suite occupied, the number of square feet rented, the lease expiration date, the rent payable, the date through which rent has been paid, the amount of any security deposit and the number and term of any renewal options, (c) a copy of the most recent real and personal property tax statements for the Property, (d) a copy of the most recent statements for the insurance coverages maintained under Section 2.3(a) of this Security Instrument,

and (e) a statement of income and expenses for the Property for the most recently ended fiscal year of Borrower. In addition, Borrower and any general partner or any managing member, if any, therein, will furnish to Lender, within twenty (20) days after Lender's request therefor, a complete and current financial statement, in reasonable detail and certified as correct by Borrower or such partner or member, together with a true and correct copy of such person's most recent federal income tax return. In addition, Borrower and any general partner or any managing member, if any, therein, irrevocably authorizes Lender to obtain credit reports on Borrower and any such general partner or managing member on one or more occasions during the term of the Loan.

Section 2.12. Prohibited Person Compliance. For purposes of this Section, "**Debtor Entity**" means Borrower, any guarantor of the Loan, any indemnitor under the Environmental Indemnity, and their respective affiliates, members, partners, shareholders and other owners (including individuals and entities). Borrower warrants, represents and covenants that no Debtor Entity is or will be an entity or person (i) that is listed in the Annex to, or otherwise subject to the provisions of, Executive Order 13224 issued on September 23, 2001 ("EO 13224"); (ii) whose name appears on the United States Treasury Department's Office of Foreign Assets Control ("**OFAC**") most current list of "Specially Designated Nationals and Blocked Persons" (which list may be published from time to time in various mediums, including, but not limited to, the OFAC website (<https://www.treasury.gov/ofac/downloads/sdnlist.pdf>)); (iii) who commits, threatens to commit or supports "terrorism," as that term is defined in EO 13224; or (iv) who is otherwise affiliated with any entity or person listed above (any and all parties or persons described in subparts (i)-(iv) above are herein referred to as a "**Prohibited Person**"). Borrower covenants and agrees that no Debtor Entity will (A) conduct any business, nor engage in any transaction or dealing, with any Prohibited Person, including, but not limited to the making or receiving of any contribution of funds, goods, or services, to or for the benefit of a Prohibited Person, or (B) engage in or conspire to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, any of the prohibitions set forth in EO 13224. Upon Lender's request, Borrower further covenants and agrees to deliver to Lender any certification or other evidence as may be requested by Lender in its sole and absolute discretion, confirming that no Debtor Entity is a Prohibited Person or has taken any action described in subsections (A) and (B) above.

Section 2.13. Commercial Purpose. The proceeds of the Loan will be used exclusively for commercial, business or investment purposes.

Section 2.14. Property Management. Borrower covenants and agrees that the Property shall be managed by Woodbury Corporation ("**Manager**"), or by a third-party property manager acceptable to Lender. In the event Manager is no longer the property manager, then, within thirty (30) days from the date thereof, Borrower shall notify Lender and hire another property manager acceptable to Lender. The new property manager shall execute a management agreement, to be reviewed and approved by Lender, which management agreement shall be assigned to Lender and subordinated to the Loan pursuant to an agreement acceptable to Lender.

ARTICLE III **RESERVES**

Section 3.1. Deposits. If required by Lender, Borrower will, at the time of making each installment payment under the Note, deposit with Lender a sum, as estimated by Lender, equal to



(a) the rents under any ground lease, (b) the taxes and special assessments next due on the Property, (c) the premiums that will next become due on insurance policies as may be required under this Security Instrument and (d) such other charges and impositions in connection with Borrower or the Property as Lender reasonably deems necessary to protect Lender's interests, less all sums already deposited therefor, divided by the number of months to elapse before two (2) months prior to the date when such rents, taxes, special assessments, premiums, and other charges and impositions will become due (collectively "**Reserves**"). If requested by Lender, Borrower will promptly deliver to Lender all bills and notices with respect to any rents, taxes, assessments, premiums, and other charges and impositions. All Reserves deposited with Lender under this Section 3.1 are hereby pledged as additional security for the Secured Obligations.

Section 3.2. Application of Deposits. All such deposited Reserves, if any, shall be held by Lender and timely applied in such order as Lender elects to pay such rents, taxes, assessments, premiums, and other charges and impositions or upon the occurrence of an Event of Default (hereinafter defined), may be applied in whole or in part, to the Secured Obligations. The arrangement provided for in this Article III is solely for the added protection of Lender and, except as may otherwise be required by applicable law, entails no responsibility on Lender's part beyond the allowing of due credit, without interest, for the Reserves actually received by it. Upon any assignment of this Security Instrument by Lender, any funds on hand shall be turned over to the assignee and any responsibility of Lender with respect thereto shall terminate. Each transfer of the Property shall automatically transfer to the transferee all rights of Borrower with respect to any funds accumulated hereunder. Upon payment in full of the Secured Obligations, Lender shall promptly refund to Borrower the remaining balance of any Reserves then held by Lender.

Section 3.3. Adjustments to Deposits. If the total Reserves held by Lender exceed the amount deemed necessary by Lender to provide for the payment of such rents, taxes, assessments, premiums, and other charges and impositions two (2) months before the same fall due, then such excess shall, provided no Event of Default then exists hereunder, be credited by Lender on the next due installment or installments of such Reserves. If at any time the total Reserves held by Lender is less than the amount deemed necessary by Lender to provide for the payment thereof two (2) months before the same fall due, then Borrower will deposit the deficiency with Lender within thirty (30) days after written notice to Borrower stating the amount of the deficiency.

ARTICLE IV **RESTRICTIONS ON TRANSFER OR ENCUMBRANCE**

Section 4.1. Transfer or Encumbrance of the Property.

(a) A "**Transfer**" is: (i) any sale (by contract or otherwise), lien, encumbrance, conveyance or other transfer of the Property or any part thereof or interest therein (including, without limitation, any of the foregoing actions between any person or entity that is a part of Borrower and another person or entity that is a part of Borrower); or (ii) any transfer of any ownership interest in Borrower or any entity which has a direct or indirect ownership interest in Borrower; or (iii) any pledge, assignment or encumbrance of any ownership or equity interest in Borrower, including an assignment of ownership or equity interest in Borrower, including assignments of ownership or equity interests made in connection with any mezzanine or preferred equity financing. Without limiting the foregoing, a Transfer includes any change (whether direct

or indirect) in the ownership of any stock interest in a corporate borrower, in the ownership of any membership interest or in the manager of a limited liability company borrower, in the ownership of any general partnership interest in any general or limited partnership borrower, or in the ownership of any beneficial or equitable interest in any other borrower entity, organization or association which is not a natural person or persons (including without limitation a trust), or any change in the ownership of any stock, membership, general partnership or other beneficial or equitable interest in any corporation, limited liability company, partnership, trust or other entity, organization or association directly or indirectly owning an interest in Borrower. A change in the ownership of a limited partnership interest in a limited partnership borrower shall not be deemed a "Transfer."

(b) In the event of a Transfer without Lender's prior written consent, Lender may in its sole discretion declare the Transfer an Event of Default under this Security Instrument and invoke any remedy or remedies provided for herein, or may in its sole discretion consent to such Transfer. Lender's consent to a Transfer or its waiver of an Event of Default by reason of a Transfer shall not constitute a consent or waiver of any right, remedy or power accruing to Lender by reason of any subsequent Transfer.

(c) Notwithstanding the foregoing prohibitions on Transfers, Lender shall give its written consent to Transfers: (i) of gifts for estate planning purposes of any direct or indirect ownership interests in Borrower, to the transferor's spouse or lineal descendants, or trusts or entities established for the benefit of such persons so long as at all times managerial control of the Property remains satisfactory to Lender in its sole and absolute discretion; (ii) of direct or indirect ownership interests in Borrower to an existing direct or indirect owner of Borrower so long as at all times the collective ownership interests of Guarantors are not reduced and managerial control of the Property remains satisfactory to Lender in its sole and absolute discretion; (iii) of up to forty-nine percent (49%) of the aggregate of direct or indirect ownership interests in Borrower to a third party so long as at all times the collective ownership interests of Guarantors are not reduced and managerial control of the Property remains satisfactory to Lender in its sole and absolute discretion; and (iv) under any will, trust or applicable law of descent arising because of the death of an individual, so long as managerial control of the Property remains satisfactory to Lender in its sole and absolute discretion. In all cases above, Borrower shall give Lender (A) prior written notice of the proposed Transfer (except with respect to a Transfer under item (iv) of the previous sentence as a result of the death of an individual), (B) copies of all transfer documentation (which shall be reviewed and approved by Lender in its sole and absolute discretion), and (C) in connection with a transfer pursuant to item (iii) of the previous sentence only, (x) a \$1,500 transfer review fee and (y) at least thirty (30) days prior notice of any transfer of ten percent (10%) or more of the direct or indirect ownership interests in Borrower.

(d) Notwithstanding subsection (c) above, no transferee of an ownership interest in Borrower shall be a person or entity that is a Prohibited Person.

(e) For any Transfer with respect to which Lender's consent is required under Section 4.1(a) above, Lender may condition its consent upon: (i) the Property having been and assurances that it shall continue to be well maintained and managed in a manner satisfactory to Lender in its sole and absolute discretion; (ii) Lender's approval of the Transfer terms, documents and background materials; (iii) there being no uncured Event of Default under this Security Instrument;

(iv) Borrower furnishing an endorsement to Lender's title insurance policy insuring the continued validity and priority of the lien of this Security Instrument following the Transfer and such subordination agreements and other documents as may be required by Lender or its title company to issue the endorsement; and (v) Borrower furnishing proof of payment of any taxes arising in connection with the Transfer. Unless Lender in its sole and absolute discretion otherwise agrees in writing at that time, no Transfer shall release the transferor or any guarantor or other person from any liability under the Loan Documents or the Environmental Indemnity. By accepting a Transfer, the transferee assumes any and all liability of the transferor under the Loan Documents and the Environmental Indemnity to the extent the transferor has any personal liability. At Lender's request, the parties shall execute agreements, guaranties and indemnities in form and substance acceptable to Lender. Regardless of whether Lender consents to a Transfer request, Borrower agrees to pay all of Lender's out-of-pocket expenses incurred in connection with any Transfer request, including without limitation title fees and attorneys' fees and costs, and Lender may condition its willingness to consider a Transfer request upon a deposit to pay for Lender's expenses.

ARTICLE V
UNIFORM COMMERCIAL CODE SECURITY AGREEMENT

Section 5.1. Grant to Lender. Borrower grants and conveys to Lender a continuing security interest under the Uniform Commercial Code, and this Security Instrument constitutes a security agreement pursuant to the Uniform Commercial Code with respect to:

- (a) Any of the Property which, under applicable law, is not real property or effectively made part of the real property by the provisions of this Security Instrument; and
- (b) Any and all other property now or hereafter described on any Uniform Commercial Code Financing Statement naming Borrower as Debtor and Lender as Secured Party and affecting property in any way connected with the use and enjoyment of the Property (any and all such other property constituting "Property" for purposes of this Security Instrument).

Borrower hereby grants Lender a security interest in all property described in clauses (a) and (b) above as security for the Secured Obligations. Borrower and Lender agree, however, that neither the foregoing grant of a security interest nor the filing of any such financing statement shall ever be construed as in any way derogating from the parties' stated intention that everything used in connection with the production of income from the Property or adapted for use therein or which is described or reflected in this Security Instrument is and at all times shall be regarded for all purposes as part of the real property.

Section 5.2. Lender's Rights and Remedies. With respect to Property subject to the foregoing security interest, Lender has all of the rights and remedies (i) of a secured party under the Uniform Commercial Code, which shall be without limitation upon or in derogation of the rights and remedies created and accorded to Lender by this Security Instrument pursuant to the common law or any other laws of the State of Utah or any other jurisdiction (it being understood that the rights and remedies of Lender under the Uniform Commercial Code shall be cumulative and in addition to all other rights and remedies of Lender arising under the common law or any other laws of the State of Utah or any other jurisdiction); (ii) provided herein, including without

limitation the right to cause such Property to be sold; and (iii) provided by law. In exercising its remedies, Lender may proceed against the items of real property and any items of personal property separately or together and in any order whatsoever, without in any way affecting the availability of Lender's remedies. Upon demand by Lender following an Event of Default, Borrower will assemble any items of personal property and make them available to Lender at the Property, or a place which is hereby deemed to be reasonably convenient to both parties. Lender shall give Borrower at least five (5) days' prior written notice of the time and place of any public sale or other disposition of such Property or of the time of or after which any private sale or any other intended disposition is to be made. Any person permitted by law to purchase at any such sale may do so. Such Property may be sold at any one or more public or private sales as permitted by applicable law. All expenses incurred in realizing on such Property shall be borne by Borrower.

Section 5.3. Borrower Name(s); Matters Affecting Financing Statement Filings. At the request of Lender, Borrower shall execute a certificate in form satisfactory to Lender listing the trade names or fictitious business names under which Borrower intends to operate the Property or any business located thereon and representing and warranting that Borrower does business under no other trade names or fictitious business names with respect to the Property. Borrower will not change any of the following without notifying Lender of such change in writing at least thirty (30) days prior to the effective date of such change and without first obtaining the written consent of Lender:

- (a) Borrower's name or identity (including its trade name or names);
- (b) if Borrower is an individual, Borrower's principal residence;
- (c) if Borrower is an organization, Borrower's corporate, partnership or other entity type;
- (d) if Borrower is an organization, Borrower's jurisdiction of organization (i.e. the jurisdiction under whose law Borrower is organized); or
- (e) if Borrower is an organization, Borrower's place of business (if Borrower has only one place of business) or Borrower's chief executive office (if Borrower has more than one place of business).

Upon any change in the matters referred to above (if permitted hereunder), Borrower specifically authorizes Lender to file all financing statement amendments, additional financing statements and other documents to reflect such change. Furthermore, Borrower will, upon request of Lender, execute any such financing statements and other documents required by Lender to reflect such change.

Section 5.4. Fixture Filing. This Security Instrument covers goods which are or are to become fixtures on the Realty, and this Security Instrument constitutes and is filed as a "fixture filing" (as that term is defined in the Uniform Commercial Code) upon such of the Property which is or may become fixtures. The exact names of Borrower, as "Debtor," and Lender, as "Secured Party," and their respective addresses are set forth on page 1 of this Security Instrument. Borrower has an interest of record in the Realty. The organizational number of Bell Square L.L.C. is 6806893-0160 and the organizational number of Center Square Medical, Ltd. is 514-1711-0180.

Section 5.5. Lender's Authorization to File Financing Statement; Borrower Cooperation. Borrower hereby authorizes Lender to file one or more Uniform Commercial Code Financing Statements with respect to the Property (including amendments and continuations thereto) which may, at Lender's election indicate the collateral as "all assets of the debtor, whether now owned or existing or hereafter acquired or arising, and all proceeds and products thereof" or words of similar effect. Borrower covenants and agrees that it will promptly furnish to Lender, upon Lender's request, such information as may be required in order for Lender to do so.

ARTICLE VI
ASSIGNMENT OF RENTS AND LEASES; LEASES OF PROPERTY;
APPOINTMENT OF RECEIVER; LENDER IN POSSESSION

Section 6.1. Assignment of Rents and Leases. As security for the Secured Obligations, Borrower hereby assigns and transfers to Lender all right, title and interest of Borrower in and to (a) any and all present and future leases and other agreements for the occupancy or use of all or any part of the Property, and any and all extensions, renewals and replacements thereof (collectively "**Leases**"), (b) all cash, letters of credit and other forms of security deposits, advance rentals and deposits, all fees or other consideration received by Borrower in connection with the termination or modification of any Lease of all or a portion of the Property or other payments of similar nature under the Leases, (c) any and all guaranties of tenants' or occupants' performances under any and all Leases, and (d) all rents, issues, profits and revenues (collectively "**Rents**") now due or which may become due or to which Borrower may now or shall hereafter become entitled or may demand or claim (including Rents coming due during any redemption period), arising or issuing from or out of any and all Leases, including without limitation minimum, additional, percentage and deficiency rents and liquidated damages.

Section 6.2. Collection of Rents. Prior to written notice given by Lender to Borrower of an Event of Default, Borrower shall have a license to, and will, collect and receive all Rents of the Property as trustee for the benefit of Lender and Borrower, and apply the Rents so collected first to the payment of taxes, assessments and other charges on the Property prior to delinquency, second to the cost of insurance, maintenance and repairs required by the terms of this Security Instrument, third to the costs of discharging any obligation or liability of Borrower under the Leases, and fourth to the Secured Obligations, with the balance, if any, so long as no such Event of Default has occurred, to the account of Borrower. Upon delivery of written notice by Lender to Borrower of an Event of Default and stating that Lender exercises its rights to the Rents, and without the necessity of Lender entering upon and taking and maintaining full control of the Property in person, by agent or by a court-appointed receiver, Lender shall immediately be entitled to possession of all Rents from the Property as the same become due and payable, including without limitation Rents then due and unpaid, and all such Rents shall, immediately upon delivery of such notice, be held by Borrower as trustee for the benefit of Lender only. Upon delivery of such written notice by Lender, Lender may make written demand upon all or some of the tenants and occupants of the Property to pay all Rents to Lender, and Borrower hereby agrees that each such tenant and occupant shall have no liability to inquire further as to the existence of a default by Borrower. Upon written demand by Lender, Borrower hereby agrees to direct each tenant or occupant of the Property to pay all Rents to Lender. Payments made to Lender by tenants or occupants shall, as to such tenants and occupants, be in discharge of the payors' obligations to Borrower. Lender may exercise, in Lender's or Borrower's name, all rights and remedies available

to Borrower with respect to collection of Rents. Nothing herein contained shall be construed as obligating Lender to perform any of Borrower's obligations under any of the Leases.

Section 6.3. Borrower's Representations and Warranties. Borrower represents and warrants to Lender that Borrower has not executed and will not execute any other assignment of said Leases or Rents (other than the Assignment of Rents and Leases in favor of Lender of even date herewith), that Borrower has not performed and will not perform any acts and has not executed and will not execute any instrument which would prevent Lender from exercising its rights under this Article VI, and that at the time of execution of this Security Instrument there has been no anticipation or prepayment of any of the Rents of the Property for more than two (2) months prior to the due dates thereof. Borrower further represents and warrants to Lender that all existing Leases are in good standing and there is no default thereunder, whether by Borrower or lessee, nor to Borrower's knowledge has any event or condition occurred which, with notice or the passage of time or both, would be a default thereunder.

Section 6.4. Leases of the Property.

(a) Affirmative Covenants. Borrower shall at all times promptly and faithfully perform, or cause to be performed, all of the obligations, covenants, conditions and agreements contained in all Leases, now or hereafter existing, on the part of the landlord, lessor or licensor thereunder to be kept and performed, and will do all that is necessary to preserve all Leases in force and free from any right of counterclaim, defense or setoff. Borrower, at no cost or expense to Lender, shall enforce or secure the performance and observance of each and every obligation, covenant, condition and agreement of each of the other parties under each Lease. All Leases hereafter entered into will be on the form heretofore furnished to Lender and certified by or on behalf of Borrower as the form used in leasing space at the Property, or will be on such other form as may hereafter be approved by Lender in writing. Borrower shall not execute any Lease except for an actual occupancy by the tenant, lessee or licensee thereunder. All Rents collected in advance of the due date thereof shall be held in trust for Lender's benefit hereunder and shall only be credited and applied at the time such Rent becomes due and payable.

(b) Lease Requirements. No Lease shall contain any option or right of first refusal to purchase all or any portion of the Property. No Lease entered into after the date hereof shall contain any right to terminate the term thereof (except in the event of damage or destruction, or condemnation or seizure by eminent domain, of all or substantially all of the Property) without Lender's prior written consent. Each Lease of the Property will be subordinate to the lien of this Security Instrument, unless Lender elects that the Lease shall be superior to this Security Instrument.

(c) Acts Requiring Consent of Lender. Except as otherwise provided in the Assignment of Rents and Leases executed on or near the date hereof, Borrower shall not, without Lender's prior written consent: (i) collect or accept payment of any Rent or installments of Rent for more than one (1) month in advance; (ii) enter into, execute, modify or extend any Lease now existing or hereafter made providing for a term (assuming that all renewal options, if any, are exercised) of more than one (1) year; (iii) cancel, terminate or surrender any Lease (other than for non-payment of Rent or any other material default thereunder); (iv) take or omit to take any action or exercise any right or option which would permit the tenant under any Lease to cancel or

terminate said Lease; (v) anticipate, discount, release, waive, compromise or otherwise discharge any Rents payable under the Leases, or otherwise waive, excuse, condone or in any manner release or discharge any tenants of or from the obligations, covenants, conditions and agreements by said tenants to be performed under the Leases; (vi) further pledge, transfer, mortgage or otherwise encumber or assign the Leases or future payments of Rents, or incur any material indebtedness, liability or other obligations to any tenant, lessee or licensee under the Leases; or (vii) permit any Lease to become subordinate to any lien other than the lien of this Security Instrument. However, Borrower may take any of the actions described in subsections (iii) or (v) above so long as such actions are taken by Borrower in the ordinary and prudent course of business with due regard for the security afforded Lender by the Lease and are consistent with sound customary leasing and management practices for properties similar to the Property. To the extent Borrower should request the consent of Lender pursuant to this Section 6.4(c), Borrower shall furnish to Lender such financial and background information as Lender may require in order to make its determination.

Section 6.5. Lender in Possession; Appointment of Receiver. Upon the occurrence of an Event of Default, Lender in person, by agent or by court-appointed receiver and regardless of the adequacy of Lender's security, may enter upon and take and maintain full control of the Property in order to perform all acts necessary and appropriate for the operation and maintenance thereof in the same manner and to the same extent as Borrower could do the same, including without limitation the execution, enforcement, cancellation and modification of Leases, the collection of all Rents of the Property, the removal and eviction of tenants and other occupants, the making of alterations and repairs to the Property, and the execution and termination of contracts providing for management or maintenance of the Property, all on such terms as are deemed best by Lender to protect the security of this Security Instrument. In the event Lender exercises its rights pursuant to this Section 6.5, Lender shall be deemed to be acting as agent of Borrower and not as owner of the Property. From and after the occurrence of any such Event of Default, if any owner of the Property shall occupy the Property or part thereof, such owner shall pay to Lender in advance on the first day of each month a reasonable rental for the space so occupied, and upon failure so to do Lender shall be entitled to remove such owner from the Property by any appropriate action or proceedings. Following an Event of Default, Lender shall be entitled (without notice and regardless of the adequacy of Lender's security or the solvency of Borrower, and as a matter of strict right) to the appointment of a receiver, Borrower hereby consenting to the appointment of such receiver, and which appointment may be made before or after sale. The receiver shall have, in addition to all of the rights and powers customarily given to and exercised by such receivers (including, without limitation, the power to collect Rents), all the rights and powers granted to Lender in this Article VI. Lender or the receiver shall be entitled to receive a reasonable fee for so managing the Property.

Section 6.6. Application of Rents. All Rents collected subsequent to delivery of written notice by Lender to Borrower of an Event of Default shall be applied first to the costs, if any, of taking control of and managing the Property and collecting the Rents, including without limitation attorneys' fees, receiver's fees, premiums on receiver's bonds, costs of maintenance and repairs to the Property, premiums on insurance policies, taxes, assessments and other charges on the Property, and the costs of discharging any obligation or liability of Borrower under the Leases, and then to the Secured Obligations. Lender or the receiver shall be liable to account only for those Rents actually received. Lender shall not be liable to Borrower, anyone claiming under or



through Borrower or anyone having an interest in the Property by reason of anything done or left undone by Lender under this Article VI.

Section 6.7. Deficiencies. To the extent, if any, that the costs of taking control of and managing the Property, collecting the Rents, and discharging obligations and liabilities of Borrower under the Leases, exceed the Rents of the Property, the excess sums expended for such purposes shall be indebtedness secured by this Security Instrument. Such excess sums shall be payable by Borrower upon demand by Lender and shall bear interest from the date of disbursement at the default rate of interest stated in the Note, or the maximum rate which may be collected from Borrower therefor under applicable law if that is less.

Section 6.8. Lender Not Mortgagee in Possession. Nothing herein shall constitute Lender as a “mortgagee in possession” prior to its actual entry upon and taking possession of the Property. Entry upon and taking possession by a receiver shall not constitute possession by Lender.

Section 6.9. Enforcement. Lender may enforce this assignment without first resorting to or exhausting any security or collateral for the indebtedness. As used in this Article VI, the word “lease” shall mean “sublease” if this Security Instrument is on a leasehold. This assignment shall terminate at such time as this Security Instrument ceases to secure payment of indebtedness held by Lender.

ARTICLE VII **EVENTS OF DEFAULT**

Section 7.1. Events of Default. The occurrence of any one or more of the following shall constitute an “Event of Default” hereunder:

(a) Borrower’s failure to pay any amount outstanding under the Note on the Maturity Date.

(b) Borrower’s failure to make any other payment when due under the Note, this Security Instrument or any of the other Loan Documents, followed by Borrower’s failure to make such payment within ten (10) days after written notice thereof is given to Borrower by Lender; provided, however, that Lender shall not be obligated to give Borrower written notice prior to exercising its remedies with respect to such default if Lender had previously given Borrower during the previous twelve (12) month period a notice of default for failure to make a payment of similar type.

(c) Borrower’s failure to perform any other covenant, agreement or obligation under the Note, this Security Instrument or any of the other Loan Documents, followed by Borrower’s failure to cure such default within thirty (30) days after written notice thereof is given to Borrower by Lender (or if such cure cannot be completed within such thirty (30) day period through the exercise of diligence, the failure by Borrower to commence the required cure within such thirty (30) day period and thereafter to continue the cure with diligence and to complete the cure within ninety (90) days following Lender’s notice of default).

(d) Borrower or any guarantor of any portion of Borrower's obligations hereunder (whether one or more, "Guarantor") files, or there is filed against Borrower or any Guarantor (and such involuntary filing is not dismissed within ninety (90) days), or any portion of the Property becomes the subject of, a petition in bankruptcy or action seeking reorganization, arrangement, liquidation, dissolution or similar relief under any bankruptcy or other federal or state insolvency or other law relating to relief from indebtedness, or a receiver, trustee or liquidator is appointed with respect to Borrower, any Guarantor or any portion of the Property.

(e) A decree or order is entered for the appointment of a trustee, receiver or liquidator for Borrower or Borrower's property, and such decree or order is not vacated within ninety (90) days after the date of entry.

(f) Borrower commences any proceeding for dissolution or liquidation; or any such proceeding is commenced against Borrower and the proceeding is not dismissed within ninety (90) days after the date of commencement.

(g) Borrower makes an assignment for the benefit of its creditors, or admits in writing its inability to pay its debts generally as they become due.

(h) There is an attachment, execution or other judicial seizure of any portion of Borrower's assets and such seizure is not discharged within fifteen (15) days.

(i) Any representation or disclosure made to Lender by Borrower or any Guarantor in connection with the Loan proves to be materially false or misleading when made, whether or not that representation or disclosure is contained in the Loan Documents.

(j) Subject to the terms of Section 4.1(c) of this Security Instrument, any Transfer made without Lender's prior written consent.

(k) The death of any Guarantor unless within the earlier of (i) ninety (90) days after the death of such Guarantor, or (ii) the date upon which there is any distribution from the estate of the deceased Guarantor, Borrower provides a replacement guarantor reasonably acceptable to Lender who executes Lender's standard form guaranty agreement and environmental indemnity agreement and assumes all of the deceased Guarantor's obligations under the Loan Documents. Lender will be deemed to be reasonable in refusing to approve a proposed replacement guarantor whose: (i) net worth is less than two times (2x) the unpaid principal balance of the Loan at the time of replacement, and (ii) liquidity is less than ten percent (10%) of the principal balance of the Loan at the time of the replacement, as determined by Lender.

(l) Borrower amends or modifies, or Borrower terminates or attempts to terminate, either Ground Lease without the prior written consent of Lender.

Section 7.2. Form of Notice. At Lender's option, any written notice of default required to be given to Borrower under Section 7.1 may be given in the form of a statutory notice of default under the laws of the State of Utah relating to foreclosures of deeds of trust.

ARTICLE VIII
REMEDIES

Section 8.1. Acceleration Upon Default; Additional Remedies. Upon the occurrence of an Event of Default, Lender may, at its option and without notice to or demand upon Borrower, take any one or more of the following actions:

(a) Declare any or all indebtedness secured by this Security Instrument to be due and payable immediately.

(b) Bring a court action to enforce the provisions of this Security Instrument or any of the indebtedness or obligations secured by this Security Instrument, or to foreclose this Security Instrument.

(c) Exercise any and all of the rights and remedies provided for under this Security Instrument and the other Loan Documents.

(d) Lender or Trustee may also cause any or all of the Property to be sold under the power of sale granted by this Security Instrument in any manner permitted by applicable law. Any sale of the Property shall be made in accordance with the provisions of Title 57, Chapter 1 of the Utah Code, as amended, Title 78B, Chapter 6 of the Utah Code, as amended, or any other applicable general or local laws of the State of Utah or judicial rules of procedure relating to the foreclosure of deeds of trust. The terms of the sale may be cash upon settlement of the sale or upon such other and additional terms as the Trustee deems necessary, proper or convenient, except as specifically limited by applicable law or court rule. Such sale may be of the entire Property as a unit or of such parts or parcels of the entire Property, as the Trustee, based on the Trustee's sole and absolute discretion, may deem necessary, proper or convenient.

(e) In the event of any foreclosure, to the extent permitted by applicable law, Lender will be entitled to a judgment which will provide that if the foreclosure sale proceeds are insufficient to satisfy the judgment, execution may issue for any amount by which the unpaid balance of the obligations secured by this Security Instrument exceeds the net sale proceeds payable to Lender.

(f) With respect to all or any part of the Property that constitutes personalty, Lender shall have all rights and remedies of secured party under the Uniform Commercial Code.

(g) Lender shall have the right to have a receiver appointed, on an exparte basis, if available, to take possession of any or all of the Property, with the power to protect and preserve the Property, to operate the Property preceding any foreclosure or sale, to collect all the rents and revenues from the Property and apply the proceeds, over and above cost of the receivership, against the sums due under this Security Instrument, and to exercise all of the rights with respect to the Property described in Section 6 above. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not apparent value of the Property exceeds the sums due under this Security Instrument by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

(h) In the event Borrower remains in possession of the Property after the Property is sold as provided above or Lender otherwise becomes entitled to possession of the Property upon the occurrence of an Event of Default, Borrower shall become a tenant at will of Lender or the purchaser of the Property and shall pay a reasonable rental for use of the Property while in Borrower's possession.

(i) Trustee and Lender shall have any other right or remedy provided in this Security Instrument, the Note, or any other Loan Document or instrument delivered by Borrower in connection therewith, or available at law, in equity or otherwise.

(j) Lender shall have all the rights and remedies set forth in Sections 5 and 6.

Section 8.2. Rights Under U.C.C. Lender, in exercising its rights hereunder, shall also have, without limitation, all of the rights and remedies provided to a secured party by the Uniform Commercial Code, including the right to proceed under the provisions of the Uniform Commercial Code governing default as to any personal property which may be included in the Property, separately from the Realty included therein, or to proceed, and cause the Trustee to proceed, as to all of the Property in accordance with its rights and remedies with respect to the Realty as provided in the Uniform Commercial Code. Such rights and remedies of Lender shall include, but are not limited to, the right of Lender to require Borrower to assemble the personal property or any portion thereof, at a place designated by Lender and reasonably convenient to both parties, and promptly to deliver such personal property to Lender, or an agent or representative designated by it. Lender and its agents and representatives shall have the right to enter upon any or all of the Realty to exercise Lender's rights hereunder, and no such entry shall be a trespass, forcible entry, or breach of the peace.

Unless the personal property is perishable, or threatens to decline speedily in value, or is of a type customarily sold on a recognized market, Lender shall give Borrower at least ten (10) days prior written notice of the time and place of any public sale of the personal property or other intended disposition thereof.

Section 8.3. Additional Provisions. Borrower expressly agrees on behalf of itself, its successors, and assigns and any future owner of the Property or any part thereof or interest therein as follows:

(a) No delay by Lender in exercising any such remedy shall operate as a waiver thereof or preclude the exercise thereof during the continuance of that or any subsequent Event of Default.

(b) In case Lender or Trustee shall have proceeded to enforce any right or remedy under this Security Instrument by receiver, entry or otherwise, and such proceedings shall have been discontinued or abandoned for any reason or shall have been determined adversely to Lender or Trustee, then and in every such case Borrower, Trustee and Lender shall be restored to their former positions and rights hereunder, and all rights, powers and remedies of Trustee and Lender shall continue as if no such proceeding had been taken.

(c) Borrower will pay to Lender and Trustee upon demand all expenses, including receiver's fees, trustee's fees and expenses, attorney's fees and costs, and agent's compensation,

incurred pursuant to this section, together with interest thereon at the default rate under the Note, and all such expenses and interest shall be so much additional Secured Obligations.

Section 8.4. Sale of the Property. In exercising its rights and remedies, Trustee or Lender may, at Lender's sole discretion, cause all or any part of the Property to be sold as a whole or in parcels, and certain portions of the Property may be sold without selling other portions. Lender may bid at any public sale on all or any portion of the Property.

Section 8.5. Notice of Sale. Lender shall give Borrower reasonable notice of the time and place of any public sale of any personal property or of the time after which any private sale or other intended disposition of the personal property is to be made. Reasonable notice shall mean notice given in accordance with applicable law, including notices given in the manner and at the times required for notices in a nonjudicial foreclosure.

Section 8.6. Waiver; Election of Remedies. A waiver by either party of a breach of a provision of this Security Instrument shall not constitute a waiver of or prejudice the party's right otherwise to demand strict compliance with that provision or any other provision. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and all remedies of Lender under this Security Instrument are cumulative and not exclusive. An election to make expenditures or take action to perform an obligation of Borrower shall not affect Lender's right to declare a default and exercise its remedies under this Security Instrument.

Section 8.7. Waivers; Releases. To the fullest extent permitted by law, Borrower hereby irrevocably and unconditionally waives and releases (i) all benefits that might accrue to Borrower by any present or future laws exempting the Property from attachment, levy or sale on execution or providing for any appraisal, valuation, stay of execution, exemption from civil process, redemption or extension of time for payment; (ii) all notices of any Event of Default (except as may be specifically provided for under the terms hereof), presentment, demand, notice of intent to accelerate, notice of acceleration and any other notice of Lender's or Trustee's election to exercise or the actual exercise of any right, remedy or recourse provided for under the Loan Documents; (iii) any right to appraisal or marshalling of assets or a sale in inverse order of alienation; (iv) the exemption of homestead; (v) all rights of reinstatement and redemption; (vi) all rights or defenses arising by reason of any "one action" or "anti-deficiency" law, or any other law which may prevent Lender from bringing any action against Borrower, including a claim for deficiency to the extent Lender is otherwise entitled to a claim for deficiency, before or after Lender's commencement or completion of any foreclosure action, either judicially or by exercise of a power of sale; and (vii) the administration of estates and decedents, or other matter to defeat, reduce or affect the right of Lender under the terms of this Security Instrument to sell the Property for the collection of the Secured Obligations secured hereby (without any prior or different resort for collection) or the right of Lender, under the terms of this Security Instrument, to receive the payment of the Secured Obligations out of the proceeds of the sale of the Property in preference to every other person or claimant whatever (only reasonable expenses of such sale being first deducted).

Section 8.8. Application of Sale Proceeds. Except as may otherwise be required by applicable law, the proceeds of any sale under this Security Instrument will be applied in the following manner:



FIRST: Payment of the costs and expenses of the sale, including without limitation Trustee's fees, legal fees and disbursements, title charges and transfer taxes, and payment of all expenses, liabilities and advances of Trustee and Lender, together with interest on all advances made by Trustee and Lender from date of disbursement at the applicable interest rate under the Note from time to time or at the maximum rate permitted to be charged by Trustee and Lender under the applicable law if that is less.

SECOND: Payment of all other sums expended by Lender under the terms of this Security Instrument and not yet repaid, together with interest on such sums from date of disbursement at the applicable interest rate under the Note from time to time or the maximum rate permitted by applicable law if that is less.

THIRD: Payment of all other indebtedness secured by this Security Instrument in any order that Lender chooses.

FOURTH: The remainder, if any, to the person or persons legally entitled to it.

Section 8.9. Waiver of Order of Sale and Marshalling. Lender shall have the right to determine the order in which any and all portions of the Secured Obligations are satisfied from the proceeds realized upon the exercise of any remedies provided herein. Borrower, any person who consents to this Security Instrument and any person who now or hereafter acquires a security interest in the Property hereby waives, to the extent permitted by law, any and all right to require marshalling of assets in connection with the exercise of any of the remedies provided herein or to direct the order in which any of the Property will be sold in the event of any sale under this Security Instrument.

Section 8.10. Non-Waiver of Defaults. The entering upon and taking possession of the Property, the collection of Rents or the proceeds of fire and other insurance policies or compensation or awards for any taking or damage of the Property, and the application or release thereof as herein provided, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

Section 8.11. Expenses During Redemption Period. If this Security Instrument is foreclosed through court action and the Property sold at a foreclosure sale, the purchaser may during any redemption period allowed, make such repairs or alterations on the Property as may be reasonably necessary for the proper operation, care, preservation, protection and insuring thereof. Any sums so paid together with interest thereon from the time of such expenditure at the default rate of interest stated in the Note or the highest lawful rate if that is less shall be added to and become a part of the amount required to be paid for redemption from such sale to the full extent permitted by applicable law.

Section 8.12. Foreclosure Subject to Tenancies. To the extent permitted by applicable law, Lender shall have the right at its option to foreclose this Security Instrument subject to the rights of any tenant or tenants of the Property.

Section 8.13. Evasion of Prepayment Terms. If an Event of Default has occurred and is continuing, a tender of payment of the amount necessary to satisfy the entire indebtedness secured hereby made at any time prior to foreclosure sale (including sale under power of sale) by

Borrower, or by anyone on behalf of Borrower, shall constitute an evasion of the prepayment terms of the Note and shall constitute a voluntary prepayment thereunder and any such tender shall to the extent permitted include the additional payment required under the prepayment privilege, if any, contained in the Note or, if at that time there is no prepayment privilege, then such payment shall to the extent permitted by law include an additional payment of five percent (5%) of the then principal Loan balance.

Section 8.14. Remedies Cumulative. To the extent permitted by law, every right and remedy provided in this Security Instrument is distinct and cumulative to all other rights or remedies under this Security Instrument or afforded by law or equity or any other agreement between Lender and Borrower, and may be exercised concurrently, independently or successively, in any order whatsoever. Lender may exercise any of its rights and remedies at its option without regard to the adequacy of its security.

Section 8.15. Lender's and Trustee's Expenses. Borrower will pay all of Lender's and Trustee's expenses incurred in any efforts to enforce any terms of this Security Instrument and also in connection with any Borrower requests, whether or not there is any default under the Loan Documents or any suit is filed, including, without limitation, legal fees and disbursements, foreclosure costs and title charges. All such sums, with interest thereon, shall be additional indebtedness of Borrower secured by this Security Instrument. Such sums shall be immediately due and payable and shall bear interest from the date of disbursement at the default rate of interest stated in the Note, or the maximum rate which may be collected from Borrower under applicable law if that is less.

Section 8.16. Right to Discontinue Proceedings. In the event Lender shall have proceeded to invoke any right, remedy or recourse permitted under this Security Instrument and shall thereafter elect to discontinue or abandon the same for any reason, Lender shall have the unqualified right to do so and in such event Borrower and Lender shall be restored to their former positions with respect to the indebtedness secured by this Security Instrument. This Security Instrument, the Property and all rights, remedies and recourse of the Lender shall continue as if the same had not been invoked.

ARTICLE IX **GENERAL**

Section 9.1. Application of Payments. Except as applicable law or this Security Instrument may otherwise provide, all payments received by Lender under the Note or this Security Instrument shall be applied by Lender in the following order of priority: (a) Lender's and Trustee's costs and expenses incurred in connection with any efforts to enforce any terms of this Security Instrument; (b) amounts payable to Lender by Borrower under Article III for Reserves; (c) interest and late charges payable on the Note; (d) prepayment fees (if any) due under the Note; (e) interest payable on advances made to protect the security of this Security Instrument; (f) principal of such advances; (g) principal of the Note and (h) any other sums secured by this Security Instrument in such order as Lender, at its option, may determine; provided, however, that Lender may, at its option, apply any such payments received to interest on and principal of advances made to protect the security of this Security Instrument prior to applying such payments to interest on or principal of the Note.

Section 9.2. Reconveyance. Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing indebtedness secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty to the person or persons legally entitled thereto. The grantee in any reconveyance may be described as the “person or persons legally entitled thereto,” and the recitals therein of any matters or facts shall be conclusive proof of the truthfulness thereof. Such person or persons shall pay Trustee’s reasonable costs incurred in so reconveying the Property.

Section 9.3. Successor Trustee. Lender may remove Trustee or any successor Trustee at any time or times and appoint a successor Trustee by recording a written substitution in the county where the Property is located, or in any other manner permitted by law. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon the Trustee herein and by applicable law.

Section 9.4. Lender’s Powers. Without affecting the liability of any person for payment or performance of the Secured Obligations, or any of Lender’s rights or remedies, or the priority of this Security Instrument, Lender, at its option, may extend the time for payment of the indebtedness secured hereby or any part thereof, reduce payment thereon, release anyone liable on any of said indebtedness, accept a renewal note or notes therefor, modify the terms and time of payment of the indebtedness, release the lien of this Security Instrument on any part of the Property, take or release other or additional security, release or reconvey or cause to be released or reconveyed all or any part of the Property, or consent and/or cause Trustee to consent to the making of any map or plat of the Property, consent or cause Trustee to consent to the granting of any easement or creating any restriction on the Property, or join or cause Trustee to join in any subordination or other agreement affecting this Security Instrument or the lien or charge hereof. Borrower shall pay Lender a reasonable service charge, together with such title insurance premiums and attorneys’ fees as may be incurred at Lender’s option, for any such action if taken at Borrower’s request.

Section 9.5. Subrogation. Lender shall be subrogated for further security to the lien, although released of record, of any and all encumbrances discharged, in whole or in part, by the proceeds of the Loan or any other indebtedness secured hereby.

Section 9.6. Limitation on Interest and Charges. Interest, fees and charges collected or to be collected in connection with the indebtedness secured hereby shall not exceed the maximum, if any, permitted by any applicable law. If any such law is interpreted so that said interest, fees and/or charges would exceed any such maximum and Borrower is entitled to the benefit of such law, then: (a) such interest, fees and/or charges shall be reduced by the amount necessary to reduce the same to the permitted maximum; and (b) any sums already paid to Lender which exceeded the permitted maximum will be refunded. Lender may choose to make the refund either by treating the payments, to the extent of the excess, as prepayments of principal or by making a direct payment to the person(s) entitled thereto. No prepayment premium shall be assessed on prepayments under this section. The provisions of this section shall control over any inconsistent provision of this Security Instrument or the Note or any other Loan Documents.

Section 9.7. Additional Documents; Power of Attorney; Further Assurances.

Borrower, from time to time, will execute, acknowledge and deliver to Lender upon request, and hereby irrevocably appoints Lender its attorney-in-fact, coupled with an interest, to execute, acknowledge, deliver and if appropriate file and record, such security agreements, assignments for security purposes, assignments absolute, financing statements, affidavits, certificates and other documents, in form and substance satisfactory to Lender, as Lender may request in order to perfect, preserve, continue, extend or maintain the assignments herein contained, the lien and security interest under this Security Instrument, and the priority thereof. Borrower will pay to Lender upon request therefor all costs and expenses incurred in connection with the preparation, execution, recording and filing of any such document. Borrower shall execute such further documents and do any and all such further things, including, but not limited to, correcting any errors or omissions in the Loan Documents, as may be necessary to implement and carry out the intent of this Security Instrument.

Section 9.8. Waiver of Statute of Limitations and Other Matters. To the full extent Borrower may do so, Borrower hereby waives the right to assert any statute of limitations as a defense to the enforcement of the lien of this Security Instrument or to any action brought to enforce the Note or any other obligation secured by this Security Instrument. Borrower covenants and agrees to the full extent permitted by law (but not otherwise) that it will not insist upon or plead, or in any manner claim or take any advantage of, any stay, exemption or extension law, any "Homestead Law" or any so-called "Moratorium Law" now or hereafter in force, nor claim, take or insist upon any benefit or advantage of any law now or later in force providing for the valuation or appraisal of the Property or any part of it, prior to any sale or sales thereof to be made pursuant to any provisions herein, or to decree, judgment or order of any court of competent jurisdiction; or after such sale or sales claim or exercise any rights under any statute now or later in force to redeem the property sold, or any part of it, or relating to the marshaling thereof, upon foreclosure sale or other enforcement of this Security Instrument. Borrower expressly waives any rights of redemption from sale under any order or decree of foreclosure of this Security Instrument, on its own behalf and on behalf of each person, excepting only decree or judgment creditors of Borrower acquiring any interest in or title to the Property subsequent to the date hereof, it being the intent that any and all rights of redemption of Borrower and of all other persons are and shall be deemed to be waived to the full extent permitted by law. Insofar as Borrower may lawfully agree, Borrower covenants and agrees not to invoke or utilize any such laws or otherwise hinder, delay or impede the execution of any right, power or remedy herein or otherwise granted or delegated to Trustee or Lender, but covenants and agrees to suffer and permit the execution of every such right, power and remedy as though no such law or laws had been made or enacted.

Section 9.9. Forbearance by Lender Not a Waiver. Any delay, omission or forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any right or remedy, and no waiver by Lender of any particular default by Borrower shall constitute a waiver of any other default or of any similar default in the future. Without limiting the generality of the foregoing, the acceptance by Lender of payment of any sum secured by this Security Instrument after the due date thereof shall not be a waiver of Lender's right to either require prompt payment when due of all other sums so secured or to declare a default for failure to make prompt payment. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Security Instrument, nor shall Lender's

receipt of any awards, proceeds or damages under Sections 2.3 and 2.8 hereof operate to cure or waive Borrower's default in payment of sums secured by this Security Instrument.

Section 9.10. Modifications and Waivers. This Security Instrument cannot be waived, changed, discharged or terminated orally, but only by an instrument in writing signed by the party against whom enforcement of any waiver, change, discharge or termination is sought.

Section 9.11. Notice. All notices and other communications given in connection herewith must be in writing and shall be deemed given on the day delivered by hand, on the first (1st) business day following sending by nationally recognized express courier or on the second (2nd) business day following mailing by certified or registered mail, postage prepaid, to the address set forth above for the recipient thereof. Any party may change its address for such purposes by delivering or mailing to Lender or Borrower, as the case may be, a notice of such change.

Section 9.12. Governing Law; Severability; Captions. This Security Instrument shall be governed by the laws of the State of Utah. If any provision or clause of this Security Instrument conflicts with applicable law, such conflicts shall not affect other provisions or clauses hereof which can be given effect without the conflicting provision, and to this end the provisions hereof are declared to be severable. The captions and headings of the Sections and articles of this Security Instrument are for convenience only and are not to be used to interpret or define the provisions hereof.

Section 9.13. Definitions. As used herein: the term "Borrower" means the Borrower herein named, together with any subsequent owner of the Property or any part thereof or interest therein; the term "Trustee" means the Trustee herein named, together with any successor Trustee; and the term "Lender" means the Lender herein named, together with any subsequent owner or holder of the Note or any interest therein, including pledgees, assignees and participants.

Section 9.14. Successors and Assigns; Joint and Several Liability; Agents. This Security Instrument shall bind and inure to the benefit of the parties hereto and their respective heirs, devisees, legatees, administrators, executors, successors and assigns, subject to the provisions of Article IV hereof. Each person executing this Security Instrument as Borrower shall be jointly and severally liable for all obligations of Borrower hereunder. In exercising any rights hereunder or taking actions provided for herein, Lender and Trustee may act through their respective employees, agents or independent contractors as authorized by Lender and Trustee.

Section 9.15. Number; Gender. This Security Instrument shall be construed so that wherever applicable the use of the singular number shall include the plural number, and vice versa, and the use of any gender shall be applicable to all genders.

Section 9.16. Time. Time is of the essence in connection with all obligations of Borrower herein.

Section 9.17. Request for Notice. Pursuant to Utah Code Sec. 57-1-26(3), Borrower hereby requests that a copy of any notice of default and notice of sale hereunder be mailed to it at its address set forth at the beginning of this Security Instrument.

Section 9.18. Waiver of Jury Trial. TO THE EXTENT PERMITTED BY LAW, LENDER AND BORROWER HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN ANY ACTION, WHETHER ARISING IN CONTRACT OR TORT, BY STATUTE OR OTHERWISE, IN ANY WAY RELATED TO THIS SECURITY INSTRUMENT OR ANY OTHER LOAN DOCUMENT. BORROWER ACKNOWLEDGES THAT THIS PROVISION IS A MATERIAL INDUCEMENT FOR LENDER'S EXTENDING CREDIT TO BORROWER, THAT LENDER WOULD NOT HAVE EXTENDED CREDIT WITHOUT THIS JURY TRIAL WAIVER, THAT BORROWER HAS BEEN REPRESENTED BY AN ATTORNEY OR HAS HAD AN OPPORTUNITY TO CONSULT WITH AN ATTORNEY IN CONNECTION WITH THIS JURY TRIAL WAIVER TO UNDERSTAND THE LEGAL EFFECT OF THIS WAIVER, AND THAT NO WAIVER OR LIMITATION OF LENDER'S RIGHTS UNDER THIS SECTION SHALL BE EFFECTIVE UNLESS IN WRITING AND MANUALLY SIGNED ON LENDER'S BEHALF. BORROWER ACKNOWLEDGES THAT THIS PROVISION HAS BEEN EXPRESSLY BARGAINED FOR BY LENDER AS PART OF THE LOAN AND THAT, BUT FOR BORROWER'S AGREEMENT AND THE AGREEMENT OF ANY OTHER PERSON LIABLE FOR PAYMENT HEREOF THERETO, LENDER WOULD NOT HAVE EXTENDED THE LOAN UPON THE TERMS AND PROVISIONS CONTAINED IN THE LOAN DOCUMENTS.

Section 9.19. Counterparts. This Security Instrument may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute but one instrument.

Section 9.20. Limitation of Liability. Notwithstanding anything herein to the contrary, this Security Instrument is subject to the limitation of liability as set forth in Section 11 of the Note.

Section 9.21. Deficiency. Subject to the provisions of the Note, including without limitation the limitation of liability in Section 11 of the Note, Borrower agrees to pay the deficiency arising, if any, to which Lender may be entitled after applications of Section 11 of the Note and of the proceeds of any trustee's sale, and Lender may commence suit to collect such deficiency in accordance with Utah Code Section 57-1-32 or other applicable law. Borrower agrees for purposes of Utah Code Section 57-1-32 that the value of the Property as determined and set forth in an MAI appraisal of the Property as obtained by Lender on or about the date of the sale or the recording of a notice of default and election to sell shall constitute the "fair market value" of the Property for purposes of Utah Code Section 57-1-32.

Section 9.22. Obligations Secured. For purposes of Utah Code Sections 57-1-32 and 57-1-28, the total indebtedness secured by this Security Instrument shall include all amounts payable by Borrower hereunder, including any increased rate of interest, any defeasance or prepayment payments or other amounts or obligations, all of which shall constitute "beneficiary's lien on the trust property."

Section 9.23. Recourse to Non-Real Estate Security. To the extent permitted by applicable law, Borrower hereby acknowledges, agrees and stipulates that the provisions of Utah Code Section 78B-6-901 (the so-called "One-Action Rule") shall not apply to abridge, inhibit,

prohibit or otherwise bar Lender from proceeding at any time after an Event of Default to exercise its remedies with respect to any and all non-real property and assets in which a lien, security interest, pledge or charge has been created in favor of Lender hereunder or under the Loan Documents that is security for the Loan and the Secured Obligations.

Section 9.24. Amendments to Utah Code. In the event of any amendment to the provisions of Utah Code Title 57 or other provisions of the Utah Code referenced in this Security Instrument, this Security Instrument shall, at the sole election of Lender, be deemed amended to be consistent with such amendments or Lender may elect not to give effect to such deemed amendments hereto if permitted by applicable law.

Section 9.25 Waiver of Certain Statutes. Each Borrower knowingly waives, to the fullest extent permitted by applicable law, the rights, protections and benefits afforded to such Borrower under Utah Code Sections 78B-6-901 and 57-1-32 and any successor or replacement statute or any similar laws or benefits. Borrower waives the right to assert any statute of limitations as a defense to the enforcement of the lien of this Security Instrument or to any action brought to enforce the Note or any other obligation secured by this Security Instrument.

[Remainder of page left intentionally blank; signature page follows]



IN WITNESS WHEREOF, Borrower has executed this Security Instrument as of the day and year first above written.

BORROWER:

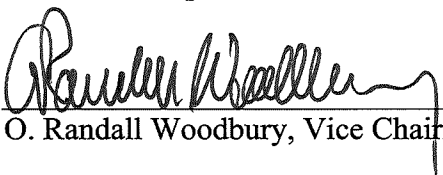
BELL SQUARE L.L.C.,
a Utah limited liability company

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

By: Woodbury Corporation,
a Utah corporation
Manager

By: 

Scott S. Bishop, Chief Financial Officer

By: 

O. Randall Woodbury, Vice Chairman

CENTER SQUARE MEDICAL, LTD.,
a Utah limited partnership

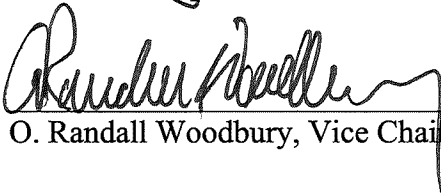
By: Medwood, L.C.,
a Utah limited liability company.
General Partner

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

By: Woodbury Corporation,
a Utah corporation
Manager

By: 

Scott S. Bishop, Chief Financial Officer

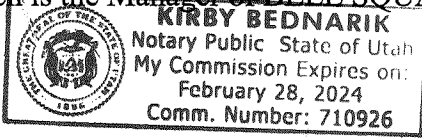
By: 

O. Randall Woodbury, Vice Chairman

ACKNOWLEDGEMENTS

STATE OF UTAH, COUNTY OF salt lake, SS:

The foregoing instrument was acknowledged before me this 14 day of June, 2023, by Scott S. Bishop, as Chief Financial Officer of Woodbury Corporation, a Utah corporation, as the 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.

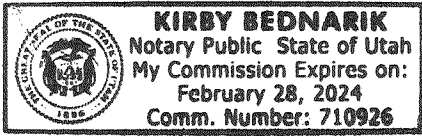


[Signature] (SEAL)
Name: Kirby Bednarik

My Commission expires:
2/28/24

STATE OF UTAH, COUNTY OF salt lake, SS:

The foregoing instrument was acknowledged before me this 14 day of June, 2023, by O. Randall Woodbury, as Vice Chairman of Woodbury Corporation, a Utah corporation, as the 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.

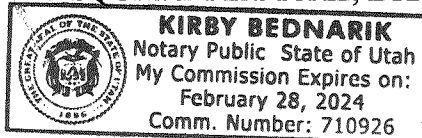


[Signature] (SEAL)
Name: Kirby Bednarik

My Commission expires:
2/28/24

STATE OF UTAH, COUNTY OF salt lake, SS:

The foregoing instrument was acknowledged before me this 14 day of June, 2023, by Scott S. Bishop, as Chief Financial Officer of Woodbury Corporation, a Utah corporation, as the Manager of Seven Syndicate, L.C., a Utah limited liability company, 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.



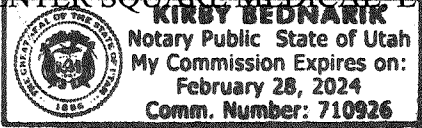
[Signature] (SEAL)
Name: Kirby Bednarik


My Commission expires:
2/28/24

[Handwritten initials]

STATE OF UTAH, COUNTY OF Salt Lake, SS:

The foregoing instrument was acknowledged before me this 14 day of June, 2023, by O. Randall Woodbury, as Vice Chairman of Woodbury Corporation, a Utah corporation, as the Manager of Seven Syndicate, L.C., a Utah limited liability company, 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: Kirby Bednarik

My Commission expires:

2/28/24

EXHIBIT A
TO
DEED OF TRUST
PROPERTY SCHEDULE
LEGAL DESCRIPTION

Parcel 1:

Lot 1, Center Square Subdivision, according to the official plat thereof, recorded in Book 2008P of Plats, at Page 216, in the office of the Salt Lake County Recorder.

Also 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.

And:

Parcel 2:

Lots 2 and 3, Center Square Subdivision, according to the official plat thereof, recorded in Book 2008P of Plats, at Page 216, in the office of the Salt Lake County Recorder.

Parcel 3:

Non-exclusive easement as set forth in Cross Easement Agreement dated June 26, 2002, recorded August 2, 2002, as Entry No. 8310547, in Book 8628, at Page 2329.

Parcel 4:

Non-exclusive easement set forth in Utility Drainage Easement Agreement dated October 31, 2004, recorded May 12, 2005, as Entry No. 9375372, in Book 9130, at Page 2898.

Tax ID Nos. 16-31-429-021, 16-31-429-022, 16-31-429-025 (shown for informational purposes only)

