

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS.

A. NAME & PHONE OF CONTACT AT FILER (optional)
B. E-MAIL CONTACT AT FILER (optional)
C. SEND ACKNOWLEDGMENT TO: (Name and Address)
<div style="border: 1px solid black; padding: 10px; width: fit-content; margin: auto;"> <p>Gebhardt & Smith LLP One South Street, Suite 2200 Baltimore, Maryland 21202-3281 Attention: Mark A. Gaspar, Esq.</p> </div>

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY.

1. DEBTOR'S NAME Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name.); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad).

	1A. ORGANIZATION'S NAME Bell Square L.L.C.			
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
	1c. MAILING ADDRESS 2733 East Parleys Way	CITY Salt Lake City	STATE UT	POSTAL CODE 84109
			COUNTRY USA	

2. DEBTOR'S NAME Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name.); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad).

	2a. ORGANIZATION'S NAME Center Square Medical, Ltd.			
OR	2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
	2c. MAILING ADDRESS 2733 East Parleys Way	CITY Salt Lake City	STATE UT	POSTAL CODE 84109
			COUNTRY USA	

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR SECURED PARTY); Provide only one Secured Party name (3a or 3b).

	3a. ORGANIZATION'S NAME Genworth Life Insurance Company			
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
	3c. MAILING ADDRESS	CITY Overland Park	STATE KS	POSTAL CODE 66210
			COUNTRY USA	

4. COLLATERAL: This financing statement covers the following collateral:

SEE ANNEX I ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE FOR ALL PURPOSES.

5. Check only if applicable and check only one box: Collateral is held in a Trust (see UCC1Ad, item 17 and Instructions)
 being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:
 Public-Finance Transaction Manufactured-Home Transaction A Debtor is a Transmitting Utility

6b. Check only if applicable and check only one box:
 Agricultural Lien Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): Lessee/Lessor Consignee/Consignor Seller/Buyer Bailee/Bailor Licensee/Licensor

8. OPTIONAL FILER REFERENCE DATA

Salt Lake County, Utah (Genworth – Bell and Center Square Mixed Use) Loan No. 901002261

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS

9. NAME OF FIRST DEBTOR: Same as line 1a or 1b on Financing Statement; if line 1b was left blank because individual Debtor name did not fit, check here

OR	9a. ORGANIZATION'S NAME Bell Square L.L.C.	
	9b. INDIVIDUAL'S SURNAME	
	FIRST PERSONAL NAME	
	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

10. DEBTOR'S NAME: Provide (10a or 10b) only one additional Debtor name or Debtor name that did not fit in line 1b or 2b of the Financing Statement (Form UCC1) (use exact full name; do not omit, modify, or abbreviate any part of the Debtor's name.) and enter the mailing address in line 10c.

OR	10a. ORGANIZATION'S NAME			
	10b. INDIVIDUAL'S SURNAME			
	INDIVIDUAL'S FIRST PERSONAL NAME			
	INDIVIDUAL'S ADDITIONAL NAMES(S)/INITIAL(S)			SUFFIX

10c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
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11. ADDITIONAL SECURED PARTY'S NAME or ASSIGNOR SECURED PARTY'S NAME: Provide only one name (11a or 11b)

OR	11a. ORGANIZATION'S NAME			
	11b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	INDIVIDUAL'S NAMES(S)/ INITIAL(S)	SUFFIX

11c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
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12. ADDITIONAL SPACE FOR ITEM 4 (Collateral):

13. <input checked="" type="checkbox"/> This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS (if applicable)	14. This FINANCING STATEMENT <input type="checkbox"/> covers timber to be cut <input type="checkbox"/> covers as-extracted collateral <input checked="" type="checkbox"/> is filed as fixture filing.
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15. Name and address of a RECORD OWNER of real estate described in item 16 (if Debtor does not have a record interest):	16. Description of real estate. See Annex I attached hereto and incorporated herein by reference for all purposes.
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17. MISCELLANEOUS: Salt Lake County, Utah (Genworth – Bell and Center Square Mixed Use) Loan No. 901002261
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International Association of Commercial Administrators (IACA)

FILING OFFICE COPY – UCC FINANCING STATEMENT ADDENDUM (Form UCC1ad) (Rev. 04/20/11)

**ANNEX I
TO
UCC-1 FINANCING STATEMENT**

(a) The leasehold estates in that certain real property described in Exhibit A attached hereto, lying and being in the County of Salt Lake, the State of Utah (the "Property"), and all rights to the land lying in alleys, streets, and roads adjoining or abutting the Property, created 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;

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

(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 Property 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 Property 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 Property;

(e) All of the rents, benefits, revenues, issues, profits and income of the Property, and all present and future leases and other agreements for the occupancy or use of all or any part of the Property, 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 Property, including, without limitation, all permits, licenses and franchises, all names under or by which the Property 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 Property;

(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 Property, including, without limitation, all certificated rights and all shares of water stock or other evidence of ownership of any part of the Property 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 Property; and

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

The Property is located in the County of Salt Lake, State of Utah, and is legally described as follows:

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)