

**After recording return to:**

Wooden McLaughlin LLP

One Indiana Square, Suite 1800

Indianapolis, Indiana 46204

Attention: ~~Michael A. Valinetz~~ Will Young

Phone: 317.860.5321

13164492

1/7/2020 11:27:00 AM \$40.00

Book - 10882 Pg - 1009-1019

RASHELLE HOBBS

Recorder, Salt Lake County, UT

US TITLE

BY: eCASH, DEPUTY - EF 11 P.

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*Space Above for County Recorder's Use*

*Tax Parcel I.D. No.: 27-04-177-036*

SECOND CONFIRMATION AND AMENDMENT OF LOAN DOCUMENTS

ACCOMMODATION  
RECORDING ONLY  
U.S. TITLE

Cross References:	Book 10707 Pages 5917-5955	(Security Instrument)
	Book 10715 Pages 3495-3499	(Assignment of Security Instrument)
	Book 10707 Pages 5956-5970	(Assignment of Leases)
	Book 10715 Pages 3500-3505	(Assignment of Assignment of Leases)
	Book 10707 Pages 5977-6008	(Subordination, Assignment and Security Agreement)
	Book 10818 Pages 8494-8504	(Confirmation and Amendment of Loan Documents)

## SECOND CONFIRMATION AND AMENDMENT OF LOAN DOCUMENTS

THIS SECOND CONFIRMATION AND AMENDMENT OF LOAN DOCUMENTS (this "**Confirmation and Amendment**"), is executed to be effective as of the 1st day of December, 2019, by and between KNIGHTSHAYES LAND HOLDINGS LLC, a Utah limited liability company having a mailing address of 1866 Orchard Hollow Lane, Holladay, Utah 84124 (hereinafter referred to as "**Borrower**"), ALL SEASONS HEALTH SERVICES COMPANY, a Utah corporation having a mailing address of 1866 Orchard Hollow Lane, Holladay, Utah 84124 (the "**Property Operator**"), and DBF SPE II, a Delaware limited liability company, having a mailing address of 787 Eleventh Avenue, 10<sup>th</sup> Floor, New York, New York 10019 (hereinafter referred to as "**Lender**");

### RECITALS

A. Lender extended to Borrower a loan in the principal amount of Four Million Sixteen Thousand and 00/100 Dollars (\$4,016,000.00) (such loan is hereinafter referred to as the "**Loan**").

B. The Loan is evidenced by a certain Promissory Note dated August 29, 2018, executed by Borrower in favor of Dwight Bridge Fund LLC, a Delaware limited liability company (hereinafter referred to as "**DBF**"), in the principal amount of Four Million Sixteen Thousand and 00/100 Dollars (\$4,016,000.00), which was negotiated to lender pursuant to that certain Allonge to Note, executed and delivered by DBF in favor of Lender, as amended by that certain Confirmation and Amendment of Loan Documents dated as of September 1, 2019, executed by Borrower and Property Operator in favor of Lender and recorded August 21, 2019 as Book 10818 Pages 8494-8504 in the Salt Lake County, Utah Recorder's Office (such confirmation and amendment is hereinafter referred to as the "**First Amendment**") (such promissory note, as negotiated and amended, is hereinafter referred to as the "**Note**").

C. The Loan, and any extensions, renewals, replacements, increases and modifications thereof, are secured by, among other things, (a) a certain Real Estate Deed of Trust, Security Agreement and Assignment of Leases and Fixture Filing dated August 29, 2018, executed and delivered by Borrower in favor of DBF and recorded August 29, 2018 as Book 10707, Pages 5917-5955 in the Salt Lake County, Utah Recorder's Office, which has been assigned to Lender pursuant to that certain Assignment and Assumption of Interest Under Real Estate Deed of Trust, Security Agreement and Assignment of Leases and Fixture Filing dated September 21, 2018, executed and delivered by DBF to Lender and recorded September 24, 2018 as Book 10715, Pages 3495-3499 in the Salt Lake County, Utah Recorder's Office, as

amended by the First Amendment (such deed of trust, as assigned and amended, is hereinafter referred to as the "**Security Instrument**"), (b) a certain Assignment of Leases and Rents dated August 29, 2018, executed and delivered by Borrower in favor of DBF and recorded August 29, 2018, as Book 10707 Pages 5956-5970 in the Salt Lake County, Utah Recorder's Office, which has been assigned to Lender pursuant to that certain Assignment and Assumption of Interest Under Assignment of Leases and Rents dated September 21, 2018, executed and delivered by DBF to Lender and recorded September 24, 2018 as Book 10715, Pages 3500-3505 in the Salt Lake County, Utah Recorder's Office, as amended by the First Amendment (such assignment, as amended is hereinafter referred to as the "**Lease Assignment**"), (c) a certain Subordination, Assignment and Security Agreement executed by and among Borrower, Property Operator and DBF, dated August 29, 2018, and recorded August 29, 2018, as Book 10707, Pages 5977-6008 in the Salt Lake County, Utah Recorder's Office, which was assigned to Lender pursuant to that certain Omnibus Assignment dated September 21, 2018, executed by DBF in favor of Lender, as amended by the First Amendment (such subordination, as amended, is hereinafter referred to as the "**SASA**") (the Security Instrument, Lease Assignment, SASA, Note and all other documents executed in connection therewith are hereinafter from time to time collectively referred to as the "**Loan Documents**"), and (c) other security.

D. The Loan matures on December 1, 2019 and Borrower has requested that Lender renew and extend the maturity of the Loan.

E. Lender is willing to renew and extend the maturity of the Loan to March 1, 2020 subject to, inter alia, the terms and conditions hereinafter specified and upon the condition that Borrower execute and deliver or cause to be executed and delivered to Lender such documentation as Lender may require and that Borrower agrees to the acknowledgments, agreements, amendments and confirmations set forth herein.

NOW, THEREFORE, in consideration of these premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Borrower and Lender agree as follows:

1. Borrower and Lender agree that the original maturity date of the Note shall be extended to March 1, 2020. In accordance with this extension, in Section 1 of the Note, the definition of "Original Maturity Date" is hereby amended to delete in its entirety the reference to "December 1, 2019" and to insert in lieu thereof "March 1, 2020". In accordance with such amendment, the definition for "Original Maturity Date" in Section 1 of the Note now reads as follows:

**"Original Maturity Date"** shall mean March 1, 2020.

2. Borrower acknowledges and confirms that the Loan Documents secure, extend to, include and are effective with respect to (a) the Note as modified hereby and due and payable on March 1, 2020, and (b) all other indebtedness and obligations more particularly described in the Loan Documents as being secured thereby.

3. In accordance with the extension of the Loan, Borrower and Lender acknowledge and confirm that the Loan Documents are hereby amended, as applicable, to reflect that the maturity date of the Loan has been extended to March 1, 2020.

4. Borrower, Lender and Property Operator agree that the following definition is hereby added to Section 1 of the SASA:

**"Loan Document"** and **"Loan Documents"** shall mean individually and collectively, this Agreement, the Note, the Security Instrument, and all other agreements, security instruments and guaranties which secure or extend to the Note or are executed by Borrower or any guarantor in connection with the indebtedness evidenced by the Note, as such documents and agreements may be modified or amended from time to time and/or any documents and agreements which replace or restate such documents and agreements.

5. Borrower reaffirms and ratifies all warranties, representations, provisions, conditions, terms, covenants and agreements set forth in the Loan Documents, except as amended or modified hereby, and acknowledges and confirms that the Loan Documents continue in full force and effect.

6. Property Operator and Borrower reaffirm and ratify all warranties, representations, provisions, conditions, terms, covenants and agreements set forth in the SASA, and acknowledge and confirm that the SASA continues in full force and effect.

7. Borrower represents and warrants to Lender that (a) as of the date Borrower executed this Confirmation and Amendment, there exists no event of default under the Loan Documents, or any condition that, with the giving of notice or lapse of time, or both, would constitute an event of default under the Loan Documents, and (b) Borrower has no defenses, offsets, claims or counterclaims against Lender or the Loan Documents or any other agreement, instrument, document or event executed or occurring in connection therewith.

8. Borrower acknowledges, agrees and confirms that the term "Loan Documents" as defined under the Note and the Security Instrument shall be deemed to include, without limitation, this Confirmation and Amendment.

9. Borrower hereby agrees to reimburse Lender upon demand for all costs and expenses incurred by Lender in connection with the amendment and modification of the terms and conditions of the Loan pursuant to this Confirmation and Amendment, including but not limited to all premiums and fees of any title insurance company in connection with issuing any endorsement required by Lender to any policy of title insurance covering the Security Instrument, all recording fees and all fees and expenses of Lender's counsel.

10. Borrower agrees, acknowledges and confirms that Lender has not waived the full compliance by Borrower with all terms and provisions of the Loan Documents or any other agreement executed in connection therewith, as amended hereby. All rights and remedies available to Lender at law or in equity as a result of any failure by Borrower to comply with all terms and provisions of such documents are reserved by Lender.

11. To the extent permitted by applicable law, this Confirmation and Amendment shall not be deemed to constitute a novation, repayment or satisfaction of the Note or the Loan. It is the intention of the parties hereto that any amendments and modifications to Loan Documents, or any other documents executed in connection with the Loan, effected by this Confirmation and Amendment shall represent a continuation, and an amendment and modification, of the Loan evidenced by the Note.

12. This Confirmation and Amendment shall be binding upon and inure to the benefit of Borrower and Lender and their respective successors, assigns and legal representatives.

13. The undersigned, executing this Confirmation and Amendment for and on behalf of Borrower, certifies and represents to Lender that the undersigned is the Manager of Borrower and has been duly authorized by all action necessary on the part of Borrower and its members to execute and deliver this document and that this document constitutes a legal, valid and binding obligation of Borrower in accordance with its terms.

14. This Confirmation and Amendment shall be governed by and construed in accordance with the laws of the State of Utah.

15. This Confirmation and Amendment may be executed in counterparts, each of which taken together shall constitute one and the same instrument and any party hereto may execute this Confirmation and Amendment by executing any such counterpart. The signature page(s) of any counterpart may be detached from a counterpart [without impairing the legal effect of the signature(s) thereon] and attached to any other counterpart identical thereto except for the signature page attached to it. Any executed counterpart which is transmitted to Lender or its attorneys by facsimile or electronic mail transmission shall be deemed to have been properly executed and delivered by all parties executing such counterpart for all purposes hereof to the same effect as if such original executed counterpart was delivered to Lender or its attorneys.

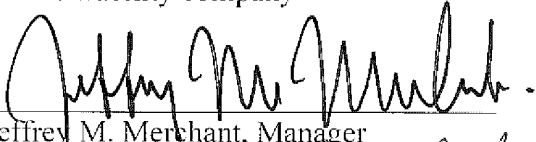
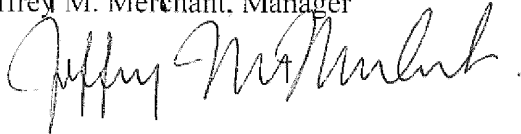
[the remainder of this page is intentionally left blank,  
see the following pages for signatures of parties]

**SIGNATURE PAGE FOR BORROWER TO  
SECOND CONFIRMATION AND AMENDMENT OF LOAN DOCUMENTS**

IN WITNESS WHEREOF, Borrower has caused this Second Confirmation and Amendment of Loan Documents to be executed effective as of the day and the year first above written.

**BORROWER:**

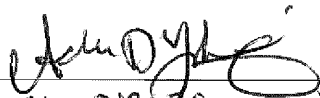
KNIGHTSHAYES LAND HOLDINGS LLC,  
a Utah limited liability company

By:   
Jeffrey M. Merchant, Manager  


STATE OF UTAH )  
 ) SS:  
COUNTY OF SALT LAKE )

Before me, a Notary Public in and for said County and State, personally appeared Jeffrey M. Merchant, the Manager, of Knightshayes Land Holdings LLC, a Utah limited liability company, who, after having been duly sworn, acknowledged the execution of the foregoing Second Confirmation and Amendment of Loan Documents for and on behalf of such limited liability company.

WITNESS my hand and Notarial Seal this 10<sup>th</sup> day of December, 2019.

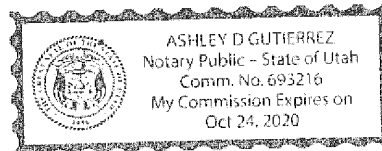
  
( NOTARY PUBLIC ) Notary Public

My Commission Expires:

OCT 24, 2020

My County of Residence:

SALT LAKE


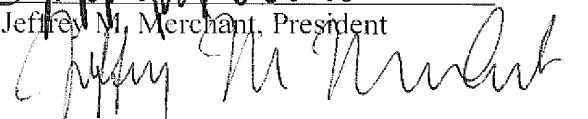


**SIGNATURE PAGE FOR PROPERTY OPERATOR TO  
SECOND CONFIRMATION AND AMENDMENT OF LOAN DOCUMENTS**

IN WITNESS WHEREOF, Property Operator has caused this Second Confirmation and Amendment of Loan Documents to be executed effective as of the day and the year first above written.

**PROPERTY OPERATOR:**

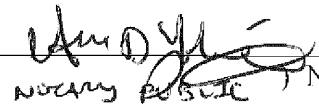
ALL SEASONS HEALTH SERVICES COMPANY,  
a Utah corporation

By:   
Jeffrey M. Merchant, President  


STATE OF UTAH )  
 ) SS:  
COUNTY OF SALT LAKE

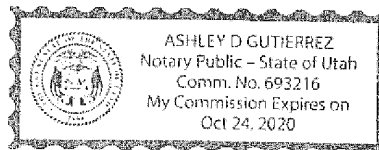
Before me, a Notary Public in and for said County and State, personally appeared Jeffrey M. Merchant, the President of All Seasons Health Services Company, a Utah corporation, who, after having been duly sworn, acknowledged the execution of the foregoing Second Confirmation and Amendment of Loan Documents on behalf of such corporation.

WITNESS my hand and Notarial Seal this 10<sup>TH</sup> day of December, 2019.

  
( Notary Public ) Notary Public

My Commission Expires:  
OCT 24, 2020

My County of Residence:  
SALT LAKE

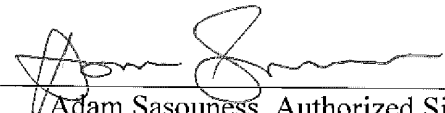


**SIGNATURE PAGE FOR LENDER TO  
SECOND CONFIRMATION AND AMENDMENT OF LOAN DOCUMENTS**

IN WITNESS WHEREOF, Lender has caused this Second Confirmation and Amendment of Loan Documents to be executed effective as of the day and the year first above written.

**LENDER:**

DBF SPE II LLC,  
a Delaware limited liability company

By:  \_\_\_\_\_  
Adam Sasouness, Authorized Signatory

STATE OF New York )  
 ) SS:  
COUNTY OF New York )

Before me, a Notary Public in and for said County and State, personally appeared Adam Sasouness, an Authorized Signatory, of DBF SPE II LLC, a Delaware limited liability company, who, after being duly sworn, acknowledged the execution of the foregoing Second Confirmation and Amendment of Loan Documents for and on behalf of such limited liability company.

WITNESS my hand and Notarial Seal this 5 day of December, 2019.

ANDREW S CHAIMOWITZ  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 01CH6340544  
Qualified in Queens County  
My Commission Expires 04-18-2020

  
( \_\_\_\_\_ ) Notary Public

My Commission Expires:

04-18-2020

My County of Residence:

QUEENS

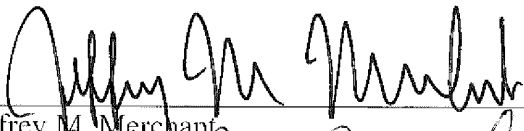
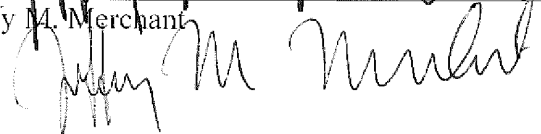
This instrument prepared by William E. Young II, Attorney-at-Law, Wooden McLaughlin LLP, One Indiana Square, Suite 1800, Indianapolis, Indiana 46204.



**CONSENT OF GUARANTOR**

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned, as guarantor of the indebtedness and obligations of Borrower under the Loan (defined in the foregoing Second Confirmation and Amendment of Loan Documents), hereby consents to the terms and conditions of the forgoing Second Confirmation and Amendment of Loan Documents. The undersigned hereby reaffirms and ratifies all warranties, representations, provisions, conditions, terms, covenants and agreements set forth in the Limited Guaranty executed by the undersigned in connection with the Loan.

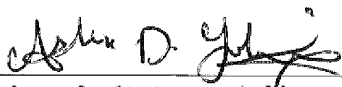
**GUARANTOR:**

  
\_\_\_\_\_  
Jeffrey M. Merchant  


STATE OF UTAH )  
 ) SS:  
COUNTY OF SALT LAKE )

Before me, a Notary Public in and for said County and State, personally appeared, Jeffrey M. Merchant, who after having been duly sworn, acknowledged the execution of the foregoing Consent of Guarantor.

WITNESS my hand and Notarial Seal this 10<sup>TH</sup> day of December, 2019.

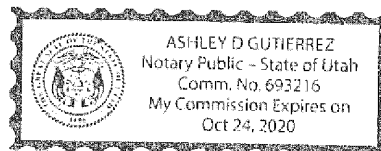
  
\_\_\_\_\_  
( NOTARY PUBLIC ) Notary Public

My Commission Expires:

OCT 24, 2020

My County of Residence:

SALT LAKE



**CONSENT OF GUARANTOR**

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned, as guarantor of the indebtedness and obligations of Borrower under the Loan (defined in the foregoing Second Confirmation and Amendment of Loan Documents), hereby consents to the terms and conditions of the forgoing Second Confirmation and Amendment of Loan Documents. The undersigned hereby reaffirms and ratifies all warranties, representations, provisions, conditions, terms, covenants and agreements set forth in the Limited Guaranty executed by the undersigned in connection with the Loan.

**GUARANTOR:**

*Munir M. Merchant*  
\_\_\_\_\_  
Munir M. Merchant

STATE OF UTAH )  
 ) SS:  
COUNTY OF SALT LAKE )

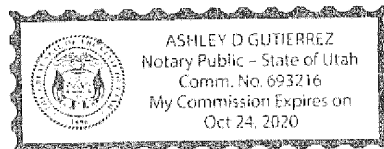
Before me, a Notary Public in and for said County and State, personally appeared, Munir M. Merchant, who after having been duly sworn, acknowledged the execution of the foregoing Consent of Guarantor.

WITNESS my hand and Notarial Seal this 10<sup>TH</sup> day of December, 2019.

*Ashley D. Gutierrez*  
\_\_\_\_\_  
( NOTARY PUBLIC ) Notary Public

My Commission Expires:  
OCT 24, 2020

My County of Residence:  
SALT LAKE



## EXHIBIT "A"

Lot 305, JORDAN VIEW ESTATES NO. 3, according to the official plat thereof on file and of record in the SALT LAKE County Recorder's Office,

Less and excepting the following: Beginning at the Southeast corner of Lot 305, Jordan View Estates No. 3 Subdivision as recorded in the Salt Lake County Recorders Office; and running thence South 89°55'24" West 7.00 feet along the South line of said Lot 305; thence North 00°00'54" East 145.00 feet to the North line of said Lot 305; thence North 89°54'24" East 7.00 feet along the North line to the Northeast corner of said Lot 305; thence South 0°00'54" West 145.00 feet along the East line of said Lot 305 to the point of beginning.

Lot 306, JORDAN VIEW ESTATES NO. 3, according to the official plat thereof on file and of record in the SALT LAKE County Recorder's Office.

Less and excepting the following: Beginning at the Southeast corner of Lot 306, Jordan View Estates No. 3 Subdivision, according to the official plat thereof recorded in the Salt Lake County Recorders Office; and running thence South 89°55'14" West 7.00 feet along the South line of said Lot 306; thence North 0°00'54" East 145.49 feet to the North line of said Lot 306; thence North 89°54'24" East 7.00 feet along the North line to the Northeast corner of said Lot 306; thence South 0°00'54" West 145.49 feet along the East line of said Lot 306 to the point of beginning.

Situated in Salt Lake County

APN: 27-04-177-036-0000