

**WHEN RECORDED, RETURN TO:**

CW The Monroe, LLC  
Attn: Legal Department  
610 North 800 West,  
Centerville, UT 84014

Affecting Parcel No(s): 16314290240000, 16314290210000, 16314290250000, 16314290220000

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**ACCESS EASEMENT AGREEMENT**

THIS ACCESS EASEMENT AGREEMENT (“**Agreement**”) is made and entered into as of the most current date set forth on the signature page (the “**Effective Date**”), by and between CW THE MONROE, LLC, a Utah limited liability company (“**CW Monroe**”) on the one hand, and BELL SQUARE L.L.C., a Utah limited liability company (“**Bell**”), CENTER SQUARE MEDICAL, LTD. (“**Center**”), a Utah limited partnership on the other hand, and MEDICAL LEASING LIMITED, a Utah limited partnership (“**Medical Leasing**”). CW Monroe, Bell and Center are referred to herein collectively as the “**Easement Parties**” or individually, each an “**Easement Party**” and the “**Parties**” shall include CW Monroe, Bell, Center and Medical Leasing. Medical Leasing joins this Agreement for the limited purpose of consenting to the Easement created under this Agreement.

**RECITALS**

A. CW Monroe is the owner of certain real property located in Salt Lake City, Salt Lake County, Utah and more particularly described on Exhibit A attached hereto and incorporated herein by this reference (“**CW Monroe Property**”).

B. Medical Leasing is the owner of that certain real property located adjacent to the CW Monroe Property and more particularly depicted on Exhibit B attached hereto and incorporated herein by this reference (“**Medical Leasing Property**”).

C. Bell is the lessee of part of the Medical Leasing Property under a ground lease (“**Bell Ground Lease**”) from Medical Leasing dated October 11, 2007 and described on Exhibit C attached hereto and incorporated herein by this reference.

D. Center is the lessee of part of the Medical Leasing Property under a ground lease (“**Center Ground Lease**”) from Medical Leasing dated July 12, 2001 and described on Exhibit D attached hereto and incorporated herein by this reference.

E. In accordance with and subject to the terms and conditions of this Agreement, CW Monroe on the one hand and each of Bell and Center on the other hand mutually desire to grant to the other Party or Parties and the respective tenants, lessees, guests, employees, customers, and other similar third parties of each applicable Party a nonexclusive cross access easement and right-of-way over and across certain portions of both the CW Monroe Property and Medical Leasing Property (collectively, the “**Easement Area**”), more particularly depicted on Exhibit E attached hereto and incorporated herein by this reference.

F. The development of the CW Monroe Property by CW Monroe shall serve to interconnect the parking and street access areas of CW Monroe Property and Medical Leasing Property as occupied by Bell and Center under the Bell Ground Lease and the Center Ground Lease, respectively.

G. The Bell and Center Ground Leases require the consent of Medical Leasing to the transfer of any interest in or to all or any part of the Lease Premises, as described in the Ground Leases, which consent Medical Leasing is willing to give to both Bell and Center.

H. The Parties comprise all of the owners of fee title and ground leasehold interests, as applicable, in and to the CW Monroe Property and Medical Leasing Property and the Parties desire to enter into this Agreement to facilitate parking, access and pedestrian and vehicular traffic over and across the Easement Area.

## AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises herein and for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1. **Grant of Easement.** Subject to the terms and conditions set forth in this Agreement, each of the Easement Parties hereby grants to each of the other Easement Parties to this Agreement a nonexclusive easement as depicted and described as the Easement Area on annexed Exhibit E ("**Easement Area**") and to the Easement Parties' respective tenants, lessees, guests, employees, customers, and other similar third parties, a nonexclusive cross access easement ("**Easement**") for pedestrian and vehicular ingress, egress, and traffic over and across those portions of the CW Monroe Property and Medical Leasing Property as depicted and described on annexed Exhibit E. The grant of Easement shall specifically include pedestrian ingress to and egress from the West boundary of the Medical Leasing Property, including the West side of Bell and Center's respective buildings currently constructed on the Medical Leasing Property, access to service and delivery entrances by delivery, service, and vendor trucks, and temporary loading and unloading of delivery, service, and vendor trucks on the West boundary of the Medical Leasing Property, including the service and delivery entrances and docks currently located at the buildings constructed on the Medical Leasing Property.

2. **Indemnity to Third Party Claims.** CW Monroe on the one hand, and Bell and Center, and each of them, on the other hand, shall indemnify, defend, and hold each other Easement Parties, its or their successors, assigns, and agents harmless from any and all claims, liabilities, losses, costs, damages, charges, and/or expenses (collectively "**Indemnifiable Losses**") which may be incurred as a result of any act or omission of the indemnifying Party or Parties, its or their tenants, lessees, guests, employees, customers, and other similar third parties in the use of the Easement Area. If any action, claim, or demand is made against the indemnified Party or Parties for any act or omission of the indemnifying Party or Parties, the indemnifying Party or Parties agree to assume all the Indemnifiable Losses and shall pay all costs, charges, attorneys' fees, settlements, judgments, or other expenses otherwise incurred by or obtained against the indemnified Party or Parties.

3. **Insurance.** CW Monroe on the one hand and each of Bell and Center on the other hand shall obtain and maintain at all times commercial general liability insurance insuring against claims on account of death, bodily injury, or property damage that may arise from or be occasioned by the condition, use, or occupancy of the portions of the Easement Area located on its respective property or resulting from the use of the other portions of the Easement Area by such Easement Party's tenants, lessees, guests, employees, customers, and other similar third parties. Such insurance shall be obtained and maintained in a reputable insurance company or companies qualified to do business in the State of Utah with a rating in the Best's Key Rating Guide of A-Class XI or better and having limits for bodily injury or death in the amounts of not less than \$1,000,000 for injury to or death of one person, \$2,000,000 for injury or death of more than one person in one accident, and property damage insurance in an amount of not less than \$1,000,000 (or, as an alternative, single limit coverage in the amount of \$2,000,000). Such insurance shall name each other Party as an additional insured. From time to time and upon written request by an Easement Party, a certificate of insurance shall be furnished by each providing Easement Party showing the required coverage. Such insurance shall provide that the insurance may not be canceled without at least thirty (30) days prior written notice by the insurer to each Easement Party named as an additional insured and shall provide for waiver of subrogation rights. Said insurance may be carried under a "blanket" policy or policies covering other properties of the providing Easement Party and its subsidiaries, controlling or affiliated corporations, and entities.

4. **Property Maintenance.** CW Monroe with respect to the CW Monroe Property and Bell and Center with respect to the Medical Leasing Property for the term (including renewals or extensions of the term) of the Bell Ground Lease and the Center Ground Lease, respectively shall maintain, at a minimum, the portions of the

Easement Area located on each Easement Party's respective property consistent with the following standards and categories of maintenance:

- a. Maintain the surface in a level, smooth, safe, and evenly covered condition;
- b. Remove all papers, debris, filth and refuse, and thoroughly sweep the area to the extent reasonably necessary to keep the area in a clean and orderly condition and free of dirt and debris;
- c. Place, keep in repair, and replace any necessary or appropriate direction signs, markers, and lines;
- d. Operate, keep in repair and replace, where necessary, such artificial lighting facilities as shall be reasonably required for adequate lighting; and
- e. Provide snow removal and other standard road maintenance.

5. **Initial and On-Going Construction.** Prior to initial construction of the Easement Area, CW Monroe and the other Easement Parties shall mutually agree to a construction staging and safety plan and schedule in writing ("**Construction Plan**") to ensure continued access for Bell and Center's respective tenants for such tenants' normal day-to-day operation, including pedestrian egress from the building, access to service and delivery entrances on the West side of the Medical Leasing Property, including the buildings currently existing, by delivery, service, and vendor trucks, and temporary loading and unloading of delivery, service, and vendor trucks to the West side of the buildings currently and in the future located on the Medical Leasing Property ("**Accommodations**"). The Easement Parties will not unreasonably withhold approval of a Construction Plan, provided such Construction Plan provides such Accommodations. CW Monroe's contractor shall provide the Easement Parties and the Medical Leasing Property Tenants with regular construction updates from time to time on the progress of construction and will provide the Easement Parties with at least 72-hours' notice if the Construction Plan includes any temporary closure of the Easement Area so that the Easement Parties can provide adequate notice to all of the Medical Leasing Property Tenants (defined below) and invitees using the Medical Leasing Property.

6. **CW Monroe Affirmative Covenants.** CW Monroe acknowledges that Bell and Center lease the Medical Leasing Property to various tenants, including an acute care psychiatric hospital (the "**Medical Leasing Property Tenants**") and that the Medical Leasing Property Tenants continued and uninterrupted access to the portions of the Easement Area located on the west side of the Medical Leasing Property ("**Driveway**") is critical to the successful day-to-day operations of the Medical Leasing Property Tenants businesses. CW Monroe further acknowledges that any non-approved closure of the Driveway will cause substantial disruptions and damages to the Medical Leasing Property Tenants. Accordingly, CW Monroe covenants and agrees, absent an Emergency, to use commercially reasonable efforts to ensure the following:

- a. CW Monroe shall not permit any closure or obstruction of the Driveway for any of the Accommodations without the prior authorization of Bell and Center.
- b. In no event shall CW Monroe's use of the Driveway interfere with parking, or with the Medical Leasing Property Tenants' use of the Driveway for the Accommodations.
- c. CW Monroe shall not interfere with the business or operations of the Medical Leasing Property Tenants.
- d. "**Emergency**" is hereby defined, for purposes of this Agreement, an event which, if left unaddressed has a substantial likelihood of (1) causing significant real property damage to the CW Monroe Property or the Medical Leasing Property; or (2) causing injury or loss of life of persons on the CW Monroe Property or the Medical Leasing Property.

7. **Notices.** Any notice or designation to be given hereunder shall be given by placing the notice or designation in the United States mail, certified or registered, properly stamped and addressed to the address shown below in this Section 7 or such other address as the respective party may direct in writing to the other, or by personal delivery to such address by a party, or by a delivery service which documents delivery, and such notice or designation shall be deemed to be received upon such placing in the mails or such delivery. Email notice is also acceptable provided that any notice delivered by email shall be sent with a receipt confirmation request, which the other party shall promptly confirm upon receipt of such email notice. Email notices shall be deemed to be received upon the earlier of (1) sender's receipt of either an automatic or manual receipt confirmation email; or (2) the expiration of one (1) hour after such email notice was transmitted from the sending party's email server. CW Monroe shall send an obligatory copy of all notices to the Medical Leasing Property Tenants until such time as the Easement Parties notify CW Monroe via written notice that the Medical Leasing Property Tenants no longer occupy the Medical Leasing Property.

CW Monroe: CW The Monroe, LLC  
c/o CW Development Group, LLC  
Attn: Quin Stephens, General Counsel  
610 North 800 West  
Centerville, Utah 84014  
Email: [quin@cw.land](mailto:quin@cw.land)

Bell/Center: Center Square Medical/Bell Square  
c/o Woodbury Corporation  
Attn: Legal Department  
2733 East Parleys Way, Suite 300  
Salt Lake City, Utah 84109  
Email: [legalnotices@woodburycorp.com](mailto:legalnotices@woodburycorp.com)

Obligatory copy to Medical Leasing Property Tenants:

Salt Lake Behavioral Health  
Attn: Paul Tucker  
3802 South 700 East  
Salt Lake City, UT 84106  
[paul.tucker@uhsinc.com](mailto:paul.tucker@uhsinc.com)

UHS Legal Department  
Attn: Andrew Reeve  
367 South Gulph Road  
King of Prussia, PA 19406  
[andrew.reeve@uhsinc.com](mailto:andrew.reeve@uhsinc.com)

8. **Fire Lane Designation.** CW Monroe's rights to use the Easement Area are effective conditioned upon the curb and driveway abutting the West side of the Medical Leasing Property remaining free from a "fire lane" or other restrictive designation by the city planner, other governmental authority, or quasi-governmental authority or organization with delegated authority over such subject matter ("**Governmental Authority**"). In the event such designation is assigned by a Governmental Authority, CW Monroe shall discontinue all construction activity and other exercise of rights over the Easement area on Medical Leasing Property until arrangements acceptable to Bell and Center, in Bell and Center's sole discretion can be made to allow for the Medical Leasing Property Tenants to continue operation and Accommodations in a similar manner as prior to the execution of this Agreement. In the event the Easement Parties cannot finalize acceptable arrangements for the Medical Leasing Property Tenants to continue operations and Accommodations in a similar manner as prior to the execution of this Agreement within thirty (30) calendar days, except as provided below this Agreement and the Easement shall terminate and be of no further force or effect; provided, however, the Indemnification and Hold Harmless provisions

of Paragraph 13 herein shall survive such effective termination date in accordance with the provisions of that Paragraph. Upon request of Medical Leasing the Parties hereto agree to execute a document in form recordable in the Salt Lake County Recorder's Office that effectively evidences the effective date of termination of the Easement provisions of this Agreement.

9. **Amendment.** This Agreement may not be modified except by a written instrument executed by all the Parties hereto, their successors, or assigns.

10. **Binding Effect.** The execution, delivery, and performance of this Agreement has been duly authorized by all necessary action of each Party, and when duly executed and delivered, will be a legal, valid and binding obligation of each Party, to the extent enforceable in accordance with its terms. Except as provided below, all covenants, conditions, declarations and the Easement contained herein, including the benefits and burdens thereof, shall run with the land and shall inure to the benefit of and be binding on the successors and assigns of the Parties, future fee title owners of the Easement Area, and permitted assigns of Bell and Center; provided, however, such covenants, conditions, declarations and the Easement shall terminate pursuant to the provisions of Paragraph 8. herein. Medical Leasing consents to the creation of such easement by Bell and Center and this consent is intended to comply with the applicable provisions of Bell Ground Lease and Center Ground Lease that prohibit assignment, subleasing, encumbering or otherwise transferring any interest therein by lessee.

11. **Third Party Beneficiaries.** The Medical Leasing Property Tenants shall be entitled to rely upon, shall be express third party beneficiaries of, and shall be entitled to enforce the provisions of this Agreement, including without limitation, Sections 1, 5, 6, 8 and this Section 11. For the avoidance of doubt, this Agreement shall not be amended or modified without the prior written consent of the Medical Leasing Tenants, which consent shall not be unreasonably withheld.

12. **Miscellaneous.** This Agreement contains the entire agreements among the Parties with respect to the matters set forth herein. Nothing contained in this Agreement will be deemed to be a gift or dedication of any portion to or for the general public or for any public purposes whatsoever. This instrument will be governed by and construed in accordance with and interpreted under the laws of the State of Utah, without giving effect to principles governing conflict of laws. The Parties may execute this Agreement in multiple counterparts, each counterpart constituting an original, and, when taken together, constituting one complete Agreement which may be recorded in the Salt Lake County Recorder's office. For purposes of recording this Agreement, signature and acknowledgment pages may be removed and compiled from one or multiple counterparts and combined with one or multiple other counterparts to constitute one complete original Agreement for recording.

13. **Indemnification and Hold Harmless.** For good and valuable consideration, CW Monroe hereby indemnifies, defends and hold harmless Medical Leasing and its individual and corporate partners, agents and representatives and each of their respective heirs, successors and assigns (Medical Leasing and its individual and corporate partners, agents and representatives and their respective heirs, successors, and assigns are herein individually an "Indemnified Party" or collectively the "Indemnified Parties", as applicable), from and against any and all claims whether brought or threatened in any action, suit or proceeding, liabilities, losses, damages, fees, costs, expenses, and/or charges of every kind and nature (collectively "Indemnifiable Losses" or individually an "Indemnifiable Loss"), which may be incurred, in whole or in part, as a result of any act or omission of, and/or event or occurrence caused by, whether prior to or after the Effective Date, CW Monroe, and their employees, independent contractors, engineers, attorneys, agents and other similar third parties in any manner in connection with, related to, or arising out of or resulting from this Agreement. CW Monroe hereby confirms that CW Monroe is liable for the full amount of the Indemnifiable Losses which may be incurred as a result of any act or omission of, and/or event or occurrence caused by CW Monroe, and their employees, independent contractors, engineers, attorneys, agents and other similar third parties in any manner in connection with, related to, or arising out of or resulting from this Agreement. If any action, claim, or demand is made against an Indemnified Party or the Indemnified Parties, for Indemnifiable Loss for which CW Monroe is responsible for hereunder, CW Monroe agrees to assume and promptly pay all the Indemnifiable Losses and in addition thereto shall pay all attorneys' fees, consultants' fees, expert witness fees, penalties, settlements, judgments, and any other costs, expenses and charges

incurred by or obtained against an Indemnified Party or Indemnified Parties. If CW Monroe fails timely to assume the defense of any Indemnifiable Losses for which CW Monroe is responsible, or having assumed the defense and settlement of any Indemnifiable Losses, fails reasonably to contest such Indemnifiable Losses in good faith for which CW Monroe is responsible, then any Indemnified Party, without waiving its right to indemnification hereunder, may assume the defense and settlement of any such Indemnifiable Losses; provided, however, that (i) CW Monroe shall be permitted to join in the defense and settlement thereof and to employ counsel at their own expense, (ii) CW Monroe shall cooperate with the Indemnified Parties in the defense and settlement of any such Losses in any manner reasonably requested by the Indemnified Parties, and (iii) the Indemnified Parties shall not settle any such Losses without soliciting the views of CW Monroe and giving them due consideration. For good and valuable consideration, Bell and Center, jointly and severally, hereby do indemnify, defend and hold harmless the Indemnified Parties from and against any and all claims whether brought or threatened in any action, suit or proceeding, any of the Indemnifiable Losses which may be incurred, in whole or in part, as a result of any act or omission of, and/or event or occurrence caused by, whether prior to or after the Effective Date, Bell or Center, their employees, independent contractors, engineers, attorneys, agents and other similar third parties in any manner in connection with, related to, or arising out of or resulting from this Agreement. Bell and Center, and each of them, hereby confirm that each of them is liable for the full amount of the Indemnifiable Losses for which Bell and Center are responsible for hereunder. If any action, claim, or demand is made against an Indemnified Party or the Indemnified Parties, for Indemnifiable Loss for which Bell or Center is responsible for hereunder, Bell and Center agree to assume and promptly pay all such Indemnifiable Losses and in addition thereto shall pay all attorneys' fees, consultants' fees, expert witness fees, penalties, settlements, judgments, and any other costs, expenses and charges incurred by or obtained against an Indemnified Party or Indemnified Parties. If Bell and Center fail timely to assume the defense of any Indemnifiable Losses for which Bell or Center are responsible hereunder, or having assumed the defense and settlement of any Indemnifiable Losses, fail reasonably to contest such Indemnifiable Losses in good faith, then any Indemnified Party, without waiving its right to indemnification hereunder, may assume the defense and settlement of any such Indemnifiable Losses; provided, however, that (i) the Indemnifying Parties shall be permitted to join in the defense and settlement thereof and to employ counsel at their own expense, (ii) Bell and Center shall cooperate with the Indemnified Parties in the defense and settlement of any such Indemnifiable Losses in any manner reasonably requested by the Indemnified Parties, and (iii) the Indemnified Parties shall not settle any such Indemnifiable Losses without soliciting the views of Bell and Center and giving them due consideration. The provisions of this Paragraph shall survive the termination of this Agreement for the longest applicable period of limitations.

[SIGNATURE PAGE FOLLOWS]



IN WITNESS WHEREOF, the Parties have executed this Agreement as of the 28 day of Feb, 2024.

**CW THE MONROE, LLC,**  
a Utah limited liability company

By: *Darlene Carter*  
Name: Darlene Carter  
Its: Chief Executive Officer

STATE OF UTAH                    )  
  §  
COUNTY OF DAVIS            )

On this 28 day of February 2024 before me personally appeared DARLENE CARTER, to me personally known to be the Chief Executive Officer of CW The Monroe, LLC, the limited liability company that executed the within instrument, known to me to be the person who executed the within instrument on behalf of said company therein named, and acknowledged to me that such company executed the within instrument pursuant to its operating agreement or a resolution of its member.

*Stephanie Heiner*  
(Notary Public)

(Seal)



CENTER SQUARE MEDICAL, LTD, a Utah limited partnership

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

By: SEVEN SYNDICATE, L.C.,  
a Utah limited liability company, Its Manager

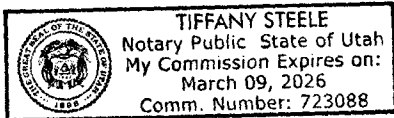
By: WOODBURY CORPORATION,  
a Utah corporation

By: [Signature]  
O. Randall Woodbury, Vice Chairman

By: [Signature]  
Joshua B Woodbury  
EV & Development

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

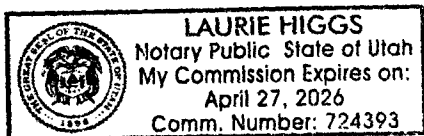
On the 25<sup>th</sup> day of March 2024, before me personally appeared O. Randall Woodbury, to me personally known who, being by me duly sworn, did for himself say that he is the Vice Chairman of WOODBURY CORPORATION, a Utah corporation, Manager for SEVEN SYNDICATE, L.C., a Utah limited liability company, known to be the Manager of MEDWOOD, L.C., a Utah limited liability company, known to be the General Partner for that certain partnership known as CENTER SQUARE MEDICAL, LTD, a Utah general partnership, and that the within instrument was executed by him, for and on behalf of such partnership.



[Signature]  
Notary Public

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

On the 26<sup>th</sup> day of March 2024, before me personally appeared Joshua B. Woodbury, to me personally known who, being by me duly sworn, did for himself say that he is the Executive Vice President of WOODBURY CORPORATION, a Utah corporation, Manager for SEVEN SYNDICATE, L.C., a Utah limited liability company, known to be the Manager of MEDWOOD, L.C., a Utah limited liability company, known to be the General Partner for that certain partnership known as CENTER SQUARE MEDICAL, LTD, a Utah general partnership, and that the within instrument was executed by him, for and on behalf of such partnership.



[Signature]  
Notary Public



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

**By: SEVEN SYNDICATE, L.C., a Utah limited liability company,  
Its Manager**

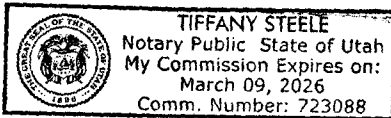
**By: WOODBURY CORPORATION, a Utah corporation,  
Its Manager**

By: *O. Randall Woodbury*  
O. Randall Woodbury, Vice Chairman

By: *Joshua B. Woodbury*  
*JOSHUA B. WOODBURY*  
EVP DEVELOPMENT

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

On the 25<sup>th</sup> day of March 2024, before me personally appeared O. Randall Woodbury, to me personally known, who being by me duly sworn did say that he is the Vice Chairman of WOODBURY CORPORATION, a Utah corporation, Manager of SEVEN SYNDICATE, L.C., a Utah limited liability company, known to be the Manager of BELL SQUARE L.L.C., a Utah limited liability company, the company that executed the within instrument, known to me to be the person who executed the within instrument on behalf of such company therein named, and acknowledged to me that such company executed the within instrument pursuant to its Operating Agreement.



*Tiffany Steele*  
Notary Public

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


On the 26<sup>th</sup> day of March 2024, before me personally appeared Joshua B. Woodbury, to me personally known, who being by me duly sworn did say that he is the Executive Vice President of WOODBURY CORPORATION, a Utah corporation, Manager of SEVEN SYNDICATE, L.C., a Utah limited liability company, known to be the Manager of BELL SQUARE L.L.C., a Utah limited liability company, the company that executed the within instrument, known to me to be the person who executed the within instrument on behalf of such company therein named, and acknowledged to me that such company executed the within instrument pursuant to its Operating Agreement.



*Laurie Higgs*  
Notary Public

**MEDICAL LEASING, LIMITED, a Utah limited partnership**

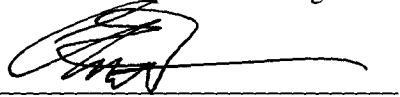
**By: Wallace H. Ring Attorney-in-Fact and Agent for Rebecca M. Ring, Manager for Ring Family LLC, General Partner for Medical Leasing Limited, a Utah limited partnership.**

By:   
Wallace H. Ring

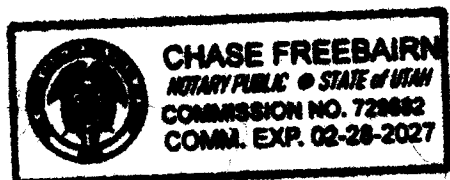
Its Attorney-in-Fact

STATE OF UTAH )  
  §  
COUNTY OF SALT LAKE \_\_\_\_\_)

On this 23<sup>rd</sup> day of April, 2024 before me personally appeared Wallace H. Ring, to me personally known to be the Attorney-in-Fact for Ring Family LLC, the General Partner of MEDICAL LEASING, LIMITED. the Utah limited partnership that executed the within instrument, known to me to be the person who executed the within instrument on behalf of said company therein named, and acknowledged to me that such company executed the within instrument pursuant to its governing documents.

  
(Notary Public)

(Seal)



729687  
02-28-2027



**CONSENT TO ACCESS EASEMENT AGREEMENT**

GENWORTH LIFE INSURANCE COMPANY, a Delaware Corporation, and the holder of a lien on Bell and Center's leasehold interest in the Medical Leasing Property pursuant to that certain Leasehold Deed of Trust, Assignment of Rents and Leases, and Security Agreement (Also Constituting a Fixture Filing) dated October 17, 2012, and recorded on October 22, 2012, in the official records of the recorder of Salt Lake County, Utah as Document No. 11496304, as modified by the Amendment to Leasehold Deed of Trust, Assignment of Rents and Leases, and Security Agreement (Also Constituting A Fixture Filing) dated September 20, 2022, and recorded on September 20, 2022, and recorded on September 23, 2022, in the official records of the Recorder of Salt Lake County, Utah as Document No. 14020303 (collectively, the "Deed of Trust") hereby consents to this Access Agreement, and agrees that all of its rights, title, estate and interest in and to leasehold interest in the Medical Leasing Property under the Deed of Trust shall be subject and subordinate to the Access Easement Agreement.

**GENWORTH LIFE INSURANCE COMPANY, a Delaware Corporation**

By: Rhonda L. Miles-Camp  
Its: Investment Officer

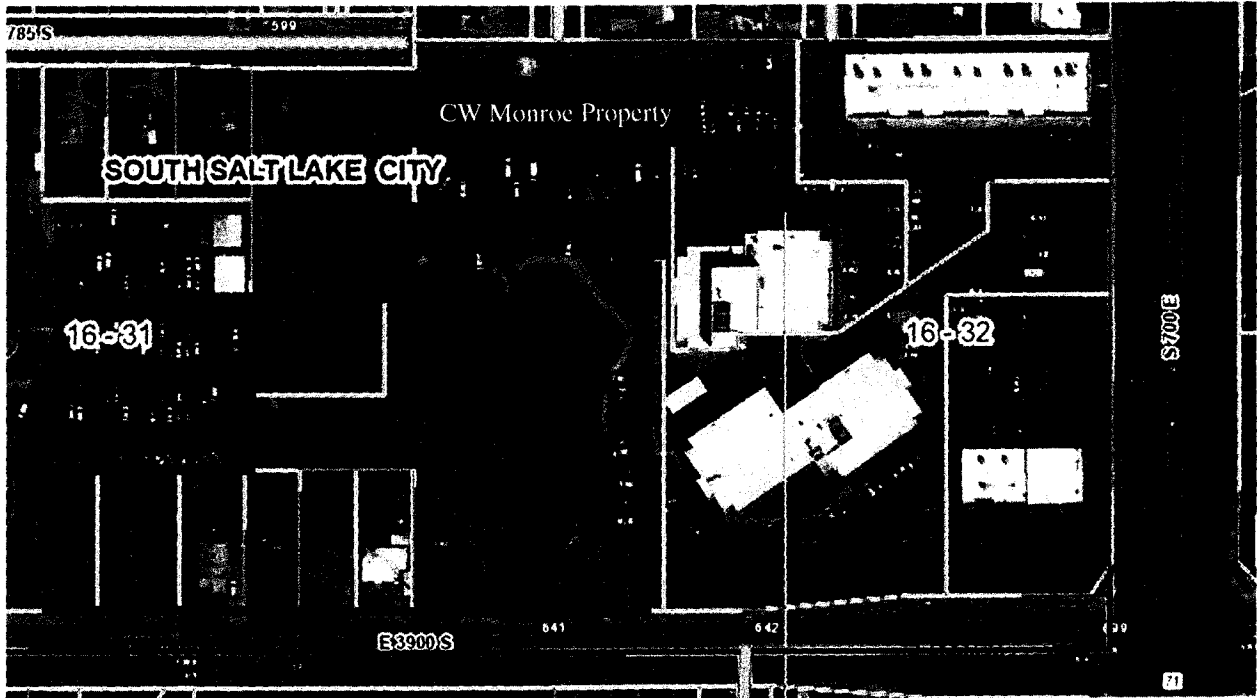
STATE OF VIRGINIA )  
COUNTY OF HENRICO ) §

On this 2 day of April, 2024 before me personally appeared Rhonda R. Miles-Camp, to me personally known to be Investment Officer of GENWORTH LIFE INSURANCE COMPANY, the Delaware corporation that executed the within instrument, known to me to be the person who executed the within instrument on behalf of said company therein named, and acknowledged to me that such company executed the within instrument pursuant to its governing documents.

Virginia M. Lee  
(Notary Public)



**EXHIBIT A**  
(CW Monroe Property)



Handwritten signature or initials in the bottom right corner of the page.

**EXHIBIT B**  
(Medical Leasing Property)



A small, handwritten mark or signature in the bottom right corner of the page, consisting of a few loops and a vertical line.

**EXHIBIT C**  
(Bell Ground Lease)

- That certain Ground Lease dated October 11, 2007, between Medical Leasing and Bell, successor-in-interest to Bellwood, L.C., a Utah limited liability company, for certain real property located approximately at 700 East 3900 South, Salt Lake City, Utah 84124, evidenced by that certain Memorandum of Ground Lease, recorded as Entry No. 10543905, on October 17, 2008 in the Salt Lake County Recorder's Office;
- That certain First Amendment to the Ground Lease, dated May 23, 2008;
- That certain Second Amendment to Ground Lease, dated August 29, 2008; and
- That certain Third Amendment to Ground Lease, dated January 1, 2022.



**EXHIBIT D**  
(Center Ground Lease)

- That certain Ground Lease dated July 12, 2001, between Medical Leasing and Center, successor-in-interest to Medwood, L.C., a Utah limited liability company, for certain real property located approximately at 700 East 3900 South, Salt Lake City, Utah 84124, evidenced by that certain Memorandum of Ground Lease, recorded as Entry No. 8352444, on September 12, 2002 in the Salt Lake County Recorder's Office;
- That certain Amendment to the Ground Lease, dated January 8, 2002;
- That certain Second Amendment to Ground Lease, dated February 8, 2002, as evidenced by that certain Amended and Restated Memorandum of Ground Lease, recorded as Entry No. 9023674, on April 5, 2004, in the Salt Lake County Recorder's Office;
- That certain Third Amendment to Ground Lease, dated April 1, 2004;
- That certain Fourth Amendment to Ground Lease, dated October 11, 2007;
- That certain Fifth Amendment to Ground Lease, dated July 15, 2008; and
- That certain Sixth Amendment to Ground Lease, dated January 1, 2022.



**EXHIBIT E**  
(Easement Area)

AN EASEMENT LOCATED IN THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, SAID EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 1 OF THE CENTER SQUARE SUBDIVISION RECORDED ON AUGUST 29, 2008 AS ENTRY No. 10510247, IN BOOK 2008P AT PAGE 216, OF OFFICIAL RECORDS, AND RUNNING THENCE, NORTH 89°58'25" WEST, ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF 3900 SOUTH STREET, A DISTANCE OF 17.24 FEET; THENCE, NORTH 89°58'25" WEST, CONTINUING ALONG THE NORTHERLY LINE OF SAID 3900 SOUTH STREET, A DISTANCE OF 19.15 FEET; THENCE, NORTH 00°04'58" EAST, A DISTANCE OF 9.04 FEET; THENCE, NORTH 06°59'23" WEST, A DISTANCE OF 40.29 FEET; THENCE, NORTH 00°11'43" EAST, A DISTANCE OF 202.88 FEET; THENCE, ALONG THE ARC OF A TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 22.50 FEET, THROUGH A CENTRAL OF 90°10'05", A DISTANCE OF 35.41 FEET (CHORD BEARS NORTH 44°53'23" WEST, A DISTANCE OF 31.87 FEET); THENCE, NORTH 89°58'25" WEST, A DISTANCE OF 293.86 FEET; THENCE, ALONG THE ARC OF A TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 22.50 FEET, THROUGH A CENTRAL ANGLE OF 90°00'00", A DISTANCE OF 35.34 FEET (CHORD BEARS SOUTH 45°01'35" WEST, A DISTANCE OF 31.82 FEET); THENCE, SOUTH 00°01'35" WEST, A DISTANCE OF 69.56 FEET; THENCE, ALONG THE ARC OF A TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 84.50 FEET, THROUGH A CENTRAL ANGLE OF 27°02'08", A DISTANCE OF 39.87 FEET (CHORD BEARS SOUTH 13°29'29" EAST, A DISTANCE OF 39.50 FEET; THENCE, ALONG THE ARC OF A REVERSE CURVE TO THE RIGHT, HAVING A RADIUS OF 115.50 FEET, THROUGH A CENTRAL ANGLE OF 27°00'33", A DISTANCE OF 54.45 FEET (CHORD BEARS SOUTH 13°30'17" EAST, A DISTANCE OF 53.94 FEET); THENCE, SOUTH 00°01'35" WEST, A DISTANCE OF 72.08 FEET; THENCE, ALONG THE ARC OF A TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 28.00 FEET, THROUGH A CENTRAL ANGLE OF 44°04'33", A DISTANCE OF 21.54 FEET (CHORD BEARS SOUTH 22°00'42" EAST, A DISTANCE OF 21.01 FEET) TO A POINT ON SAID NORTHERLY RIGHT-OF-WAY LINE OF 3900 SOUTH; THENCE, NORTH 89°58'25" WEST, A DISTANCE OF 46.81 FEET; THENCE, ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 28.00 FEET, THE CENTER OF WHICH BEARS NORTH 45°47'16" WEST, THROUGH A CENTRAL ANGLE OF 44°11'08", A DISTANCE OF 21.59 FEET (CHORD BEARS NORTH 22°07'09" EAST, A DISTANCE OF 21.06 FEET; THENCE, NORTH 00°01'35" EAST, A DISTANCE OF 72.02 FEET; THENCE, ALONG THE ARC OF A TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 84.50 FEET, THROUGH A CENTRAL ANGLE OF 27°00'33", A DISTANCE OF 39.83 FEET (CHORD BEARS NORTH 13°30'17" WEST, A DISTANCE OF 39.47 FEET); THENCE, ALONG THE ARC OF A REVERSE CURVE TO THE RIGHT, HAVING A RADIUS OF 115.50 FEET, THROUGH A CENTRAL ANGLE OF 27°02'08", A DISTANCE OF 54.50 FEET (CHORD BEARS NORTH 13°29'29" WEST, A DISTANCE OF 54.00 FEET); THENCE, NORTH 00°01'35" EAST, A DISTANCE OF 69.56 FEET; THENCE, ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 53.50 FEET, THROUGH A CENTRAL ANGLE OF 90°00'00", A DISTANCE OF 84.04 FEET (CHORD BEARS NORTH 45°01'35" EAST, A DISTANCE OF 75.66 FEET); THENCE, SOUTH 89°58'25" EAST, A DISTANCE OF 280.99 FEET; THENCE, NORTH 00°01'35" EAST, A DISTANCE OF 97.11 FEET TO A POINT ON THE PROPERTY LINE OF LOT 1 OF SAID CENTER SQUARE SUBDIVISION; THENCE, SOUTH 89°59'08" EAST, ALONG THE PROPERTY LINE OF SAID LOT 1, A DISTANCE OF 26.66 FEET; THENCE, SOUTH 00°07'19" WEST, CONTINUING ALONG THE PROPERTY LINE OF SAID LOT 1 AND SAID LOT 1 EXTENDED, A DISTANCE OF 97.11 FEET; THENCE, SOUTH 89°58'25" EAST, A DISTANCE OF 15.36 FEET; THENCE, NORTH 00°01'35" EAST, A DISTANCE OF 9.23 FEET; THENCE, SOUTH 89°56'47" EAST, A DISTANCE OF 29.12 FEET; THENCE, SOUTH 02°37'39" WEST, A DISTANCE OF 68.14 FEET; THENCE, SOUTH 03°54'29" WEST, A DISTANCE OF 62.65 FEET; THENCE, SOUTH 08°49'14" EAST, A DISTANCE OF 28.48 FEET; THENCE, ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 7.01 FEET, THE CENTER OF WHICH BEARS NORTH 75°22'23" EAST, THROUGH A CENTRAL ANGLE OF 89°36'43", A DISTANCE OF 10.96 FEET (CHORD BEARS SOUTH 59°25'58" EAST, A DISTANCE OF 9.88



FEET) THENCE, SOUTH 00°12'11" WEST, A DISTANCE OF 0.78 FEET; THENCE, SOUTH 02°57'39" WEST, A DISTANCE OF 64.82 FEET; THENCE, SOUTH 04°57'02" WEST, A DISTANCE OF 5.83 FEET; THENCE, ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 14.70 FEET, THE CENTER OF WHICH BEARS NORTH 83°37'22" EAST, THROUGH A CENTRAL ANGLE OF 34°57'22", A DISTANCE OF 8.97 FEET (CHORD BEARS SOUTH 23°51'19" EAST, A DISTANCE OF 8.83 FEET) TO A POINT ON THE WESTERLY LINE OF SAID LOT 1; THENCE, SOUTH 00°12'36" WEST, ALONG SAID WESTERLY LINE, A DISTANCE OF 71.56 FEET TO THE POINT OF BEGINNING FOR THIS DESCRIPTION.

CONTAINS 33,539 SQUARE FEET OR 0.770 ACRES, MORE OR LESS.



**EXHIBIT E**  
(Easement Area Visual Representation)

