

Recording Requested by
Highland Title Agency, Inc.

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AMEND- AMENDMENT
Rashelle Hobbs, Recorder, Salt Lake County, Utah
Return To: HIGHLAND TITLE
6622 S 1300 ESALT LAKE CITY, UT 84121

When Recorded Mail to:

Seyfarth Shaw LLP
601 South Figueroa Street, Suite 3300
Los Angeles, California 90017
Attention: Stacy N. Paek, Esq.

APN(s): 27-13-178-011 and 27-13-176-041

46639

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**FIRST AMENDMENT TO DEED OF TRUST, ASSIGNMENT OF
LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING**

This FIRST AMENDMENT TO DEED OF TRUST, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING (this "Amendment") is made as of February 16, 2022, by and between GMC TURTLE CREEK, LLC, a Florida limited liability company ("Trustor"), having an office at c/o GMC Properties, 4821 Atlantic Blvd., Jacksonville, Florida 32207, and NEW YORK LIFE INSURANCE COMPANY, a New York mutual life insurance company ("Beneficiary"), having an office at 51 Madison Avenue, New York, New York 10010-1603, with respect to the following facts and circumstances:

RECITALS

A. Beneficiary made a loan (the "Existing Loan") to Trustor, as evidenced by that certain Promissory Note dated as of February 7, 2020, executed by Trustor, as maker, payable to the order of Beneficiary, as payee, in the original principal amount of \$30,000,000.00 (the "Existing Note").

B. Trustor's obligations under and in connection with the Existing Loan and the Existing Note were secured by, among other things, (i) that certain Deed of Trust, Assignments of Leases and Rents, Security Agreements and Fixture Filings, dated as of February 7, 2020, made by Trustor, as trustor, to Highland Title Agency, Inc., a Utah corporation, as trustee, for the benefit of Beneficiary, as beneficiary, recorded on February 7, 2020 in the Official Records of Salt Lake County, Utah (the "Official Records") as Entry No. 13189441 (the "Original Deed of Trust"), encumbering that certain real property described on Exhibit A attached hereto (the "Secured Property") and (ii) that certain Assignment of Leases, Rents, Income and Cash Collateral, dated as of February 7, 2020, executed by Trustor, as assignor, in favor of Beneficiary, as assignee, recorded on February 7, 2020 in the Official Records as Entry No. 13189442 (collectively, the "Existing Assignment").

C. On or about the date hereof, Beneficiary has agreed to make a loan (the "New Loan") to SJ Utah, LLC, a Utah limited liability company ("New Borrower"), as evidenced by that certain Promissory Note of even date herewith, executed by New Borrower, as maker, payable to the order of Beneficiary, as payee, in the stated principal amount of \$54,000,000.00 (the "New Note"), and to be secured by, among other things, (i) that certain Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing, dated as of the date hereof, made by New Borrower, as trustor, to Highland Title Agency, Inc., a Utah corporation, as trustee, for the benefit of Beneficiary, as beneficiary, (the "New Deed of Trust"), encumbering certain real property described in the New Deed of Trust, (ii) that certain Assignment of Leases, Rents, Income and Cash Collateral, dated as of the date hereof, executed by New Borrower, as assignor, in favor of Beneficiary, as assignee (the "New Assignment"), (iii) the Existing Deed of Trust (as amended by the Omnibus Amendment and this Amendment), and (iv) the Existing Assignment (as amended by the Omnibus Amendment).

D. Concurrently herewith, Trustor, New Borrower and Beneficiary have entered into that certain Cross Collateralization Agreement and Omnibus Amendment to Loan Instruments Agreement of even date herewith (the "Omnibus Amendment"), which Omnibus Amendment, among other things, modifies certain terms and provisions of the Original Deed of Trust.

E. Trustor and Beneficiary desire to record this Amendment to provide notice of the modifications of the Original Deed of Trust pursuant to the Omnibus Amendment.

NOW, THEREFORE, in consideration of the foregoing Recitals and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Trustor agrees as follows:

1. Recitals. The Recitals are hereby incorporated into the body of this Amendment by this reference.

2. Defined Terms. All initially capitalized terms used herein and not otherwise defined herein shall have the meanings given to such terms in the Original Deed of Trust.

3. Modifications to Original Deed of Trust. The Original Deed of Trust is hereby amended as follows:

a. The following defined terms are hereby added to the Original Deed of Trust:

“New Assignment” shall mean the Assignment of Leases, Rents, Income and Cash Collateral dated as of February 16, 2022 from New Borrower, as assignor to Beneficiary, as assignee, as the same may hereafter be modified, amended, extended, renewed, restated or replaced.

“New Borrower” shall mean SJ Utah, LLC, a Utah limited liability company.

“New Deed of Trust” shall mean the Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated as of February 15,

2022 made by made by New Borrower, as trustor, to Highland Title Agency, Inc., a Utah corporation, as trustee, for the benefit of Beneficiary, as beneficiary, as the same may hereafter by modified, amended, extended, renewed, restated or replaced.

"New Loan" shall mean that certain loan in the original principal sum of Fifty-Four Million and No/100 Dollars (\$54,000,000.00) made by Beneficiary to New Borrower, evidenced by the New Note and secured by the New Deed of Trust, the New Assignment, this Deed of Trust and the Assignment.

"New Loan Instruments" shall mean the New Note, the New Deed of Trust, the New Assignment, and each other instrument heretofore, now or hereafter given to evidence, secure, indemnify, guaranty or otherwise assure or provide for the payment or performance of the New Obligations or otherwise executed in connection with the New Loan by New Borrower, Guarantor or any other Person liable for any of the New Obligations.

"New Note" shall mean that certain Promissory Note, dated as of February 16, 2022, executed and delivered by New Borrower to Beneficiary, together with all modifications, restatements, extensions and renewals thereof.

"New Obligations" shall mean the indebtedness, obligations, covenants, agreements and liabilities of New Borrower and Trustor to Beneficiary, including all obligations to pay interest, the Make-Whole Amount and all charges and advances, whether direct or indirect, existing, future, contingent or otherwise, due or to become due, pursuant to or arising out of or in connection with the New Note, the New Deed of Trust, the New Assignment or any other New Loan Instrument, all modifications, extensions and renewals of any of the foregoing and all expenses and costs of collection or enforcement, including attorneys' fees and disbursements incurred by Beneficiary in the collection or enforcement of any of the New Loan Instruments or in the exercise of any rights or remedies pursuant to the New Loan Instruments or applicable law."

b. A new Section 3.01N. is hereby added to the Original Deed of Trust as follows:

"3.01N. if any Event of Default shall occur under any of the New Loan Instruments."

c. The provisions of Section 7 of the Omnibus Amendment are hereby incorporated by reference.

d. A new Section 5.29 is hereby added to the Original Deed of Trust as follows:

“5.29 Cross Collateralization and Cross Default. Trustor hereby acknowledges that (i) the Secured Property secures to Beneficiary the payment and performance of the Obligations and the New Obligations, (ii) Trustor and New Borrower are jointly and severally liability for the Obligations and the New Obligations and (iii) Trustor is primarily liable for the New Obligations. Accordingly, if New Borrower fails to pay fully, when due, any amount payable to Beneficiary under the New Loan, then Beneficiary may, in its sole and absolute discretion, (A) treat such amount as being due and owing by Trustor, on a joint and several basis and (B) enforce its rights and remedies against, and collect such amount from Trustor and New Borrower on a joint and several basis. In addition, as set forth in Section 3.01N above, any Event of Default under the New Loan Instruments shall be an Event of Default hereunder.”

e. A new Section 5.30 is hereby added to the Original Deed of Trust as follows:

“5.30 One Action Rule and Deficiency Statute. Trustor knowingly waives, to the fullest extent permitted by applicable law, the rights, protections and benefits afforded to Trustor under Utah Code Annotated §§ 78B-6-901 and 57-1-32 and any successor or replacement statute or any similar laws or benefits.”

4. Miscellaneous. Except as herein expressly amended hereby and as otherwise expressly provided herein or as set forth in the Omnibus Amendment, each and every term, condition, representation, warranty and provision of the Original Deed of Trust shall remain in full force and effect, and such are hereby ratified, confirmed and approved by the parties hereto. This Amendment may be executed in multiple counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one and the same document.

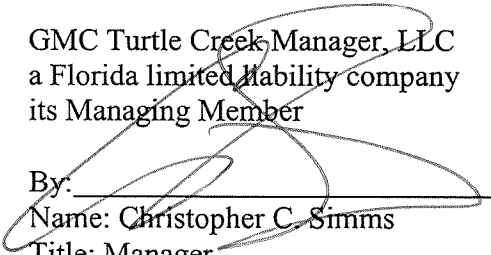
[Signature page follows]

IN WITNESS WHEREOF, this Amendment has been executed and delivered as of the date first written above.

TRUSTOR:

GMC TURTLE CREEK, LLC,
a Florida limited liability company

By: GMC Turtle Creek Manager, LLC
a Florida limited liability company
its Managing Member

By: 
Name: Christopher C. Simms
Title: Manager

State of North Carolina }

County of Mecklenburg }

I, Leanne Vaccaro, a Notary, certify that Christopher C. Simms personally came before me this day and acknowledged that he is a Manager of GMC Turtle Creek Manager, LLC, a limited liability company, being the Managing Member of GMC Turtle Creek, LLC, a limited liability company, and that he, as Manager of GMC Turtle Creek Manager, LLC, as Managing Member of GMC Turtle Creek, LLC, being authorized to do so, executed the foregoing on behalf of such limited liability company.

Witness my hand and official seal this 11th day of February 20 22.

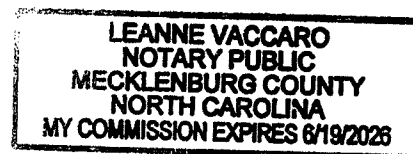
(Official Seal)

Leanne Vaccaro
Official Signature of Notary

Leanne Vaccaro
Notary's Printed or Typed Name

Notary Public

My Commission Expires: 6/19/2026



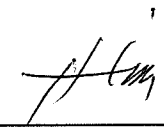
BENEFICIARY:

NEW YORK LIFE INSURANCE COMPANY,
a New York mutual life insurance company

By: 
Name: Lisa Bai
Title: Vice President

STATE OF NEW YORK)
 Westchester) ss:
COUNTY OF ~~NEW YORK~~)

This instrument was acknowledged before me on this 12th day of February, 2022, by Lisa Bai,
as Corporate Vice President of New York Life Insurance Company, a New York
mutual insurance company.


Notary Public in and for the State New York

LIM KIM A.
Notary Public, State of New York
No. 01L16144154
Qualified in Westchester County
Commission Expires Apr. 24, 2022

EXHIBIT A

LEGAL DESCRIPTION

CERTAIN LAND LOCATED IN SALT LAKE COUNTY, UTAH, SITUATED AS FOLLOWS:

PARCEL 1:

BEGINNING AT THE NORTHWEST CORNER OF LOT 1, OVATION VILLAGE NORTH SUBDIVISION, SAID POINT BEING NORTH 0°54'50" EAST 1241.78 FEET ALONG THE QUARTER SECTION LINE AND NORTH 89°48'25" WEST 1009.98 FEET TO AND ALONG THE NORTH LINE OF LOT 1, OVATION VILLAGE NORTH SUBDIVISION FROM THE CENTER OF SECTION 13, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE MERIDIAN, AND RUNNING THENCE SOUTH 672.50 FEET ALONG THE WEST LINE OF LOT 1, LOT 2 AND LOT 3, OVATION VILLAGE NORTH SUBDIVISION, AND BEYOND; THENCE WEST 60.27 FEET, (60.28 FEET BY DEED) TO THE SOUTHWESTERLY LINE OF LOT 3, OVATION VILLAGE NORTH SUBDIVISION, ALSO BEING ON THE NORTHEASTERLY LINE OF LOT 1, TOWERS AT SOUTH TOWNE SUBDIVISION; THENCE WESTERLY 26.19 FEET ALONG THE ARC OF A 25.00 FOOT RADIUS CURVE TO THE LEFT, (CENTER BEARS SOUTH 39°33'59" WEST AND LONG CHORD BEARS NORTH 80° 26'43" WEST 25.01 FEET, WITH A CENTRAL ANGLE OF 60°01'24"), ALONG THE SOUTHWESTERLY LINE OF LOT 3, OVATION VILLAGE NORTH SUBDIVISION, ALSO BEING ON THE NORTHEASTERLY LINE OF LOT 1, TOWERS AT SOUTH TOWNE SUBDIVISION; THENCE SOUTH 69°32'35" WEST 11.89 FEET ALONG THE SOUTHWESTERLY LINE TO THE SOUTHWEST CORNER OF LOT 3, OVATION VILLAGE NORTH SUBDIVISION, ALSO BEING ON THE NORTHEASTERLY LINE TO AN INTERIOR CORNER OF LOT 1, TOWERS AT SOUTH TOWNE SUBDIVISION; THENCE NORTH 0°05'54" WEST 87.53 FEET ALONG THE WEST LINE TO A NORTHWEST CORNER OF LOT 3, OVATION VILLAGE NORTH SUBDIVISION, ALSO BEING ON THE EAST LINE TO THE NORTHEAST CORNER OF LOT 1, TOWERS AT SOUTH TOWNE SUBDIVISION; THENCE SOUTH 89°07'37" WEST 186.24 FEET ALONG THE NORTH LINE TO THE NORTHWEST CORNER OF LOT 1, TOWERS OF SOUTH TOWNE SUBDIVISION; THENCE NORTH 0°05'55" WEST 588.77 FEET; THENCE SOUTH 89°48'25" EAST 283.45 FEET TO THE POINT OF BEGINNING.

PARCEL 1A:

TWO NON-EXCLUSIVE RIGHTS OF WAY AND EASEMENTS, AS SHOWN IN MESNE DEEDS OF RECORD, INCLUDING THAT CERTAIN EASEMENT AGREEMENT RECORDED MAY 23, 2001, AS ENTRY NO. 7903424, IN BOOK 8460, AT PAGE 3647 AND THAT CERTAIN WARRANTY DEED RECORDED FEBRUARY 20, 2004, AS ENTRY NO. 8983775, IN BOOK 8947, AT PAGE 9019, FOR PURPOSES OF ACCESS TO PARCEL 1, BY PEDESTRIAN OR VEHICULAR TRAFFIC AND FOR PURPOSES OF THE LAYING, INSTALLATION, OPERATION, SERVICING, AND MAINTENANCE OF UTILITY LINES, WIRES, CONDUITS AND FACILITIES SERVICING OR TO SERVICE SAID PARCEL 1

(INCLUDING, BUT NOT LIMITED TO THOSE FOR OR REGULATED TO STORM DRAINAGE SYSTEMS, SANITARY SEWER SYSTEMS, NATURAL GAS, CULINARY OR IRRIGATION WATER, FIRE PROTECTION WATER, POWER OR ELECTRICITY AND TELEPHONE). SAID RIGHTS OF WAY AND EASEMENTS BURDEN AND AFFECT THE FOLLOWING DESCRIBED TWO STRIPS OF LAND, EACH OF WHICH CONNECTS SAID PARCEL 1 (CONSIDERED TOGETHER) WITH 106TH SOUTH STREET, DESCRIBED AS FOLLOWS:

30 FOOT STRIP ON WEST (COMPRISED OF THE TWO SEGMENTS DESCRIBED BELOW):

WEST RIGHT OF WAY STRIP: A STRIP OF LAND 30 FEET IN WIDTH DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON A FENCE LINE, SAID POINT BEING SOUTH 89°07'37" WEST 1273.924 FEET ALONG QUARTER SECTION LINE AND NORTH 00°28'42" EAST 33.009 FEET FROM THE SALT LAKE COUNTY MONUMENT AT THE CENTER OF SECTION 13, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE ALONG SAID FENCE FOR THE NEXT TWO COURSES AND DISTANCES: NORTH 00°28'42" EAST 200.056 FEET AND NORTH 00°05'54" WEST 200.00 FEET; THENCE NORTH 89°07'37" EAST 30.003 FEET; THENCE SOUTH 00°05'54" EAST 200.497 FEET; THENCE SOUTH 00°28'42" WEST 199.559 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF 66.00 FOOT WIDE COUNTY ROAD (106TH SOUTH STREET); THENCE SOUTH 89°07'37" WEST 30.008 FEET ALONG SAID NORTHERLY RIGHT OF WAY LINE TO THE POINT OF BEGINNING.

RIGHT OF WAY "C" STRIP: A STRIP OF LAND 30 FEET IN WIDTH DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON FENCE, SAID POINT BEING SOUTH 89°07'37" WEST 1273.924 FEET ALONG SECTION LINE AND NORTH 0°28'42" EAST 233.065 FEET AND NORTH 0°05'54" WEST 200.00 FEET FROM THE SALT LAKE COUNTY SURVEY MONUMENT AT THE CENTER OF SECTION 13, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE NORTH 00°05'54" WEST 243.566 FEET; THENCE NORTH 89° 07'37" EAST 30.003 FEET; THENCE SOUTH 0°05'54" EAST 243.566 FEET; THENCE SOUTH 89°07'37" WEST 30.003 FEET TO THE POINT OF BEGINNING.

PARCEL 1B:

AN 18 FOOT WIDE RECIPROCAL ACCESS EASEMENT AS GRANTED IN THAT CERTAIN EASEMENT RECORDED MAY 21, 2001, AS ENTRY NO. 7900877, IN BOOK 8459, AT PAGE 2289 OF OFFICIAL RECORDS, BEING ON THE NORTH SIDE OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT A POINT SOUTH 13°39'43" EAST 1383.44 FEET ALONG THE MONUMENT LINE OF 400 WEST STREET AND NORTH 89°48'26" WEST 403.40 FEET

FROM THE STREET MONUMENT FOUND AT INTERSECTION OF 10200 SOUTH AND 400 WEST STREETS, SAID STREET MONUMENT BEARS NORTH 89°27'04" WEST 860.82 FEET FROM THE NORTH QUARTER CORNER OF SECTION 13, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; THENCE NORTH 89°48'26" WEST 377.94 FEET ALONG THE SOUTH LINE OF SAID PROPERTY TO THE POINT OF TERMINUS.

PARCEL 1C:

AN 18 FOOT WIDE RECIPROCAL ACCESS EASEMENT AS GRANTED IN THAT CERTAIN EASEMENT RECORDED MAY 21, 2001, AS ENTRY NO. 7900878, IN BOOK 8459, AT PAGE 2292 OF OFFICIAL RECORDS, BEING ON THE SOUTH SIDE OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT THE NORTHEAST CORNER OF THE GRANTOR'S PROPERTY, SAID POINT BEING SOUTH 13°39'43" EAST 1382.57 FEET ALONG THE MONUMENT LINE OF 400 WEST STREET AND SOUTH 89°53'00" WEST 156.19 FEET FROM THE STREET MONUMENT FOUND AT INTERSECTION OF 10200 SOUTH AND 400 WEST STREETS, SAID STREET MONUMENT BEARS NORTH 89°27'04" WEST 860.82 FEET FROM THE NORTH QUARTER CORNER OF SECTION 13, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; THENCE NORTH 89° 48'26" WEST 624.94 FEET ALONG THE NORTH LINE OF SAID PROPERTY TO THE POINT OF TERMINUS.

PARCEL 1D:

AN 18 FOOT WIDE RECIPROCAL ACCESS EASEMENT AS GRANTED IN THAT CERTAIN EASEMENT RECORDED MAY 21, 2001, AS ENTRY NO. 7900878, IN BOOK 8459, AT PAGE 2292 OF OFFICIAL RECORDS, BEING ON THE SOUTH SIDE OF THE FOLLOWING DESCRIBED LINE BEGINNING AT THE NORTHEAST CORNER OF THE GRANTOR'S PROPERTY, SAID POINT BEING SOUTH 13°39'43" EAST 1382.57 FEET ALONG THE MONUMENT LINE OF 400 WEST STREET AND SOUTH 89°53'00" WEST 9.99 FEET FROM THE STREET MONUMENT FOUND AT INTERSECTION OF 10200 SOUTH AND 400 WEST STREETS, SAID STREET MONUMENT BEARS NORTH 89°27'04" WEST 860.82 FEET FROM THE NORTH QUARTER CORNER OF SECTION 13, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; THENCE SOUTH 89°53'00" WEST 146.21 FEET ALONG THE NORTH LINE OF SAID PROPERTY TO THE POINT OF TERMINUS.

PARCEL 1E:

AN 18.00 FOOT WIDE RECIPROCAL ACCESS EASEMENT RECORDED JANUARY 24, 2020, AS ENTRY NO. 13177099, IN BOOK 10888, AT PAGE 2307 IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER BEING MORE PARTICULARLY MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE GRANTOR'S PROPERTY, SAID POINT BEING SOUTH 1310.70 FEET AND WEST 507.00 FEET AND NORTH 89°53'00" WEST 189.35 FEET AND SOUTH 13°46'24" EAST 25.21 FEET FROM THE NORTH QUARTER CORNER OF SECTION 13, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE NORTH 89°48'25" WEST 247.00 FEET, MORE OR LESS, ALONG THE SOUTH LINE AND TO THE SOUTHWEST CORNER OF THE GRANTOR'S PROPERTY; THENCE NORTH 89°48'26" WEST 247.00 FEET; THENCE NORTH 18.00 FEET; THENCE SOUTH 89°48'25" EAST 242.58 FEET, MORE OR LESS TO THE EAST LINE OF THE GRANTOR'S PROPERTY; THENCE SOUTH 13°46'24" EAST 18.55 FEET ALONG SAID EAST LINE OF THE GRANTOR'S PROPERTY, TO THE POINT OF BEGINNING.

PARCEL 1F:

AN 18.00 FOOT WIDE RECIPROCAL ACCESS EASEMENT RECORDED FEBRUARY 6, 2020, AS ENTRY NO. 13188248, IN BOOK 10893, AT PAGE 4667 IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER BEING MORE PARTICULARLY MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE GRANTOR'S PROPERTY, SAID POINT BEING SOUTH 1310.70 FEET AND WEST 507.00 FEET AND NORTH 89°53'00" WEST 189.35 FEET AND SOUTH 13°46'24" EAST 25.74 FEET FROM THE NORTH QUARTER CORNER OF SECTION 13, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE NORTH 13°46'24" WEST 18.55 FEET ALONG THE WEST LINE OF THE GRANTOR'S PROPERTY; THENCE SOUTH 89°48'25" EAST 99.74 FEET, MORE OR LESS, TO THE WEST LINE OF 400 WEST STREET (JORDAN GATEWAY); THENCE SOUTH 13°39'43" EAST 18.54 FEET ALONG SAID WEST LINE AND TO THE INTERSECTION OF SAID WEST LINE OF 400 WEST STREET (JORDAN GATEWAY) AND THE SOUTH LINE OF THE GRANTOR'S PROPERTY; THENCE NORTH 89°48'25" WEST 99.67 FEET, MORE OR LESS, ALONG SAID SOUTH LINE OF THE GRANTOR'S PROPERTY TO THE POINT OF BEGINNING.