

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Community Centers of America – Auburn, LLC
5670 Wilshire Boulevard, Suite 1250
Los Angeles, CA 90036

Attention: Steven H. Usdan

FATCO NCS-944089-a1

APNs: 03-036-0115, 03-036-0116, 03-036-0117 & 03-036-0118

(Above Space for Recorder's Use Only)

MEMORANDUM OF TENANCY-IN-COMMON AGREEMENT

THIS MEMORANDUM OF TENANCY-IN-COMMON AGREEMENT (“**Memorandum**”) is made and entered into effective as of April 10th, 2019 by and among COMMUNITY CENTERS OF AMERICA – AUBURN, LLC, a Delaware limited liability company (the “**CCA Co-Owner**”), and MA MOSS BP, LLC, a Delaware limited liability company (“**Moss Co-Owner**”). Each of CCA Co-Owner and Moss Co-Owner are individually referred to herein as a “**Co-Owner**” and collectively referred to as the “**Co-Owners**”.

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, the Co-Owners hereby declare and agree as follows:

1. The Co-Owners have entered into that certain unrecorded Tenancy-In-Common Agreement dated of even date herewith (the “**Co-Tenancy Agreement**”), for the purpose of providing for, among other things, the management and operation of certain real property commonly known as Bountiful Plaza Shopping Center located at 529 South 200 West Street, Bountiful, Utah 84010, and more particularly described on Exhibit “A” attached hereto, including an undivided interest in any and all buildings and other improvements thereon (the “**Property**” collectively).

2. The Co-Tenancy Agreement, among other things, (i) restricts under certain circumstances the rights of the Co-Owners to sell, transfer, assign, or encumber their respective undivided interests in the Property; (ii) restricts under certain circumstances the rights of each Co-Owner to incur expenses or to enter into contracts or other agreements in connection therewith on behalf of the other Co-Owner; and (iii) provides that, except as otherwise provided in the Co-Tenancy Agreement, no single Co-Owner shall have any authority to act for, or assume obligations or responsibility on behalf of, the other Co-Owner.

3. This Memorandum is being made and entered into for the purpose of providing notice of the Co-Tenancy Agreement and the provisions thereof. The Co-Tenancy Agreement is incorporated herein by this reference and hereby is made a part hereof as if set forth in full herein.

4. This Memorandum 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.

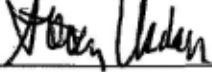
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IN WITNESS WHEREOF, the undersigned have executed this Memorandum of Tenancy-In-Common Agreement as of the date first above written.

“CCA Co-Owners”

COMMUNITY CENTERS OF AMERICA –
AUBURN, LLC, a Delaware limited liability
company

By: CCA Acquisition Company, LLC, a
California limited liability company, its
managing member

By: 

Steven H. Usdan, its managing member

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of LOS ANGELES)

On APRIL 3, 2019 before me, K. RACHEL HOLLINGSWORTH, NOTARY PUBLIC,
Date Here Insert Name and Title of the Officer
personally appeared STEVEN H USDAN aka STEVEN USDAN
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____
Document Date: _____ Number of Pages: _____
Signer(s) Other Than Named Above: _____

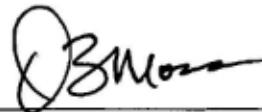
Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

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 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

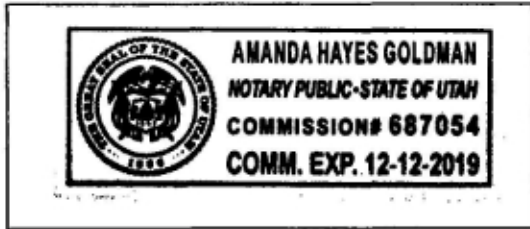
"Moss Co-Owners"


MA MOSS BP, LLC, a Delaware limited

By: 
Duane Moss, its manager

COUNTY OF Salt Lake) ss.

The foregoing instrument was acknowledged before me this 1 day of April, 2019, by Duane Moss, the Manager of MA Moss BP, LLC, a Delaware limited liability company.




Notary Public
Print Name: Amanda Hayes Goldman
Residing at: Salt Lake County
My commission expires: 12-12-19

(Use this space for notarial stamp/seal)

EXHIBIT A

LEGAL DESCRIPTION

THE FOLLOWING REAL PROPERTY LOCATED IN THE CITY OF BOUNTIFUL,
COUNTY OF DAVIS, STATE OF UTAH, DESCRIBED AS FOLLOWS:

PARCEL 1:

BEGINNING AT A POINT NORTH 89°44'04" EAST 166.96 FEET AND SOUTH 0°15'56" EAST 11.00 FEET FROM THE NORTHWEST CORNER OF BLOCK "L", NORTH MILL CREEK PLAT, BOUNTIFUL TOWNSITE SURVEY, IN THE CITY OF BOUNTIFUL, AND RUNNING THENCE NORTH 89°44'04" EAST 231.75 FEET; THENCE SOUTH 0°15'56" EAST 67.25 FEET; THENCE NORTH 89°44'04" EAST 9.01 FEET; THENCE SOUTH 0°15'56" EAST 80.55 FEET; THENCE NORTH 89°44'04" EAST 141.01 FEET; THENCE NORTH 0°15'56" WEST 5.00 FEET; THENCE NORTH 89°44'04" EAST 110.13 FEET; THENCE SOUTH 0°09'34" WEST 267.98 FEET; THENCE SOUTH 69°34'33" WEST 88.28 FEET; THENCE NORTH 80°58'26" WEST 162.70 FEET; THENCE NORTH 67°12'26" WEST 88.10 FEET; THENCE SOUTH 59°37'34" WEST 87.00 FEET; THENCE SOUTH 86°28'33" WEST 86.97 FEET; THENCE NORTH 0°09'34" EAST 161.09 FEET; THENCE SOUTH 89°44'01" WEST 173.54 FEET; THENCE NORTH 0°09'34" EAST 93.43 FEET; THENCE NORTH 89°44'04" EAST 168.33 FEET; THENCE NORTH 0°15'56" WEST 174.50 FEET TO THE POINT OF BEGINNING.

PARCEL 2:

BEGINNING AT A POINT NORTH 89°44'04" EAST 398.71 FEET AND SOUTH 0°15'56" EAST 11.00 FEET FROM THE NORTHWEST CORNER OF BLOCK "L", NORTH MILL CREEK PLAT, BOUNTIFUL TOWNSITE SURVEY, IN THE CITY OF BOUNTIFUL AND RUNNING THENCE NORTH 89°44'04" EAST 261.21 FEET; THENCE SOUTH 0°09'34" WEST 142.80 FEET; THENCE SOUTH 89°44'04" WEST 110.13 FEET; THENCE SOUTH 0°15'56" EAST 5.0 FEET; THENCE SOUTH 89°44'04" WEST 141.01 FEET; THENCE NORTH 0°15'56" WEST 80.55 FEET; THENCE SOUTH 89°44'04" WEST 9.01 FEET; THENCE NORTH 0°15'56" WEST 67.25 FEET TO THE POINT OF BEGINNING.

PARCEL 3:

BEGINNING AT A POINT SOUTH 0°09'34" WEST 11.00 FEET FROM THE NORTHWEST CORNER OF BLOCK "L", NORTH MILL CREEK PLAT, BOUNTIFUL TOWNSITE SURVEY; RUNNING THENCE NORTH 89°44'04" EAST 167.04 FEET; THENCE SOUTH 0°15'56" EAST 174.50 FEET; THENCE SOUTH 89°44'04" WEST 168.33 FEET; THENCE NORTH 0°09'34" EAST 174.50 FEET TO THE POINT OF BEGINNING.

PARCEL 4:

BEGINNING AT A POINT SOUTH 0°09'34" WEST 278.93 FEET FROM THE NORTHWEST CORNER OF BLOCK "L", NORTH MILL CREEK PLAT, BOUNTIFUL TOWNSITE SURVEY, IN THE CITY OF BOUNTIFUL, AND RUNNING THENCE NORTH 89°44'01" EAST 173.54 FEET; THENCE SOUTH 0°09'34" WEST 161.09 FEET; THENCE SOUTH 86°28'33" WEST 43.63 FEET; THENCE NORTH 72°14'26" WEST 42.40 FEET; THENCE NORTH 88°41'25" WEST 89.60 FEET; THENCE NORTH 0°09'34" EAST 147.99 FEET TO THE POINT OF BEGINNING.