14029056 B: 11379 P: 185 Total Pages: 19
10/13/2022 08:55 AM By: Mwestergard Fees: \$40.00
Rashelle Hobbs, Recorder, Salt Lake County, Utah
Return To: COTTONWOOD TITLE INSURANCE AGENCY, INC.
1996 EAST 6400 SOUTH SUITE 120SALT LAKE CITY, UT 84121

Tax Serial Number: 16-30-253-013

RECORDATION REQUESTED BY:

Jordan Federal Credit Union 9260 South 300 East Sandy, UT 84070

WHEN RECORDED MAIL TO:

Jordan Federal Credit Union 9260 South 300 East Sandy, UT 84070

SEND TAX NOTICES TO:

Forsyth LLC; Bradley Scott Forsyth; Emily Michelle Forsyth; JC TIC 1 L.L.C.; and Criddle Property Investment 1, LLC
1242 Eastridge Circle
Sandy, UT 84094-5711
FOR RECORDER'S USE ONLY

CTIA # 162348 - MLY

ASSIGNMENT OF RENTS

THIS ASSIGNMENT OF RENTS dated October 7, 2022, is made and executed between Forsyth LLC, a Utah limited liability company, as to a 63.79% undivided interest, whose address is 1242 Eastridge Circle, Sandy, UT, 84094-5711; and Bradley Scott Forsyth and Emily Michelle Forsyth, as to an 7.11% undivided interest, whose address is 1242 Eastridge Circle, Sandy, UT, 84094-5711; and JC TIC 1 L.L.C., a Utah limited liability company, as to a 25.27% undivided interest, whose address is 411 West 7200 South, Suite 201, Midvale, UT 84047-1058; and Criddle Property Investment 1, LLC, a Utah limited liability company, as to a 3.83% undivided interest, whose address is 2719 South 900 East, Salt Lake City, UT, 84106-2229, all as tenants in common (referred to below as "Grantor") and Jordan Federal Credit Union, whose address is 9260 South 300 East, Sandy, UT 84070 (referred to below as "Lender").

ASSIGNMENT. For valuable consideration, Grantor hereby assigns, grants a continuing security interest in, and conveys to Lender all of Grantor's right, title, and interest in and to the Rents from the following described Property located in Salt Lake County, State of Utah:

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Lot 4, Block 6, HOMEFIELD SUBDIVISION, according to the official plat thereof as recorded in the office of the Salt Lake County Recorder on October 22, 1912 as Entry No. 301204

The Property or its address is commonly known as 2930 South Adams Street, South Salt Lake, UT 84115-4002. The Property tax identification number is 16-30-253-013.

THIS ASSIGNMENT IS GIVEN TO SECURE (1) PAYMENT OF THE INDEBTEDNESS AND (2) PERFORMANCE OF ANY AND ALL OBLIGATIONS OF GRANTOR UNDER THE NOTE, THIS ASSIGNMENT, AND THE RELATED DOCUMENTS. THIS ASSIGNMENT IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Assignment or any Related Documents, Grantor shall pay to Lender all amounts secured by this Assignment as they become due, and shall strictly perform all of Grantor's obligations under this Assignment. Unless and until Lender exercises its right to collect the Rents as provided below and so long as there is no default under this Assignment, Grantor may remain in possession and control of and operate and manage the Property and collect the Rents, provided that the granting of the right to collect the Rents shall not constitute Lender's consent to the use of cash collateral in a bankruptcy proceeding.

GRANTOR'S REPRESENTATIONS AND WARRANTIES. Grantor warrants that:

Ownership. Grantor is entitled to receive the Rents free and clear of all rights, loans, liens, encumbrances, and claims except as disclosed to and accepted by Lender in writing.

Right to Assign. Grantor has the full right, power and authority to enter into this Assignment and to assign and convey the Rents to Lender.

No Prior Assignment. Grantor has not previously assigned or conveyed the Rents to any other person by any instrument now in force.

No Further Transfer. Grantor will not sell, assign, encumber, or otherwise dispose of any of Grantor's rights in the Rents except as provided in this Assignment.

LENDER'S RIGHT TO RECEIVE AND COLLECT RENTS. Lender shall have the right at any time, and even though no default shall have occurred under this Assignment, to collect and receive the Rents. For this purpose, Lender is hereby given and granted the following rights, powers and authority:

Notice to Tenants. Lender may send notices to any and all tenants of the Property advising them of this Assignment and directing all Rents to be paid directly to Lender or Lender's agent.

Enter the Property. Lender may enter upon and take possession of the Property; demand, collect and receive from the tenants or from any other persons liable therefor, all of the Rents; institute and carry on all legal proceedings necessary for the protection of the Property, including such proceedings as may be necessary to recover possession of the Property; collect the Rents and remove any tenant or tenants or other persons from the Property.

Maintain the Property. Lender may enter upon the Property to maintain the Property and keep the same in repair; to pay the costs thereof and of all services of all employees, including their equipment, and of all continuing costs and expenses of maintaining the

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Property in proper repair and condition, and also to pay all taxes, assessments and water

utilities, and the premiums on fire and other insurance effected by Lender on the Property.

Compliance with Laws. Lender may do any and all things to execute and comply with the laws of the State of Utah and also all other laws, rules, orders, ordinances and requirements of all other governmental agencies affecting the Property.

Lease the Property. Lender may rent or lease the whole or any part of the Property for such term or terms and on such conditions as Lender may deem appropriate.

Employ Agents. Lender may engage such agent or agents as Lender may deem appropriate, either in Lender's name or in Grantor's name, to rent and manage the Property, including the collection and application of Rents.

Other Acts. Lender may do all such other things and acts with respect to the Property as Lender may deem appropriate and may act exclusively and solely in the place and stead of Grantor and to have all of the powers of Grantor for the purposes stated above.

No Requirement to Act. Lender shall not be required to do any of the foregoing acts or things, and the fact that Lender shall have performed one or more of the foregoing acts or things shall not require Lender to do any other specific act or thing.

APPLICATION OF RENTS. All costs and expenses incurred by Lender in connection with the Property shall be for Grantor's account and Lender may pay such costs and expenses from the Rents. Lender, in its sole discretion, shall determine the application of any and all Rents received by it; however, any such Rents received by Lender which are not applied to such costs and expenses shall be applied to the Indebtedness. All expenditures made by Lender under this Assignment and not reimbursed from the Rents shall become a part of the Indebtedness secured by this Assignment, and shall be payable on demand, with interest at the Note rate from date of expenditure until paid.

FULL PERFORMANCE. If Grantor pays all of the Indebtedness when due and otherwise performs all the obligations imposed upon Grantor under this Assignment, the Note, and the Related Documents, Lender shall execute and deliver to Grantor a suitable satisfaction of this Assignment and suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Property. Any termination fee required by law shall be paid by Grantor, if permitted by applicable law.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Grantor fails to comply with any provision of this Assignment or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Assignment or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Rents or the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments

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to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Assignment also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon Default.

DEFAULT. Default will occur if payment of the Indebtedness in full is not made immediately upon demand.

RIGHTS AND REMEDIES ON DEFAULT. Upon Default and at any time thereafter, Lender may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

Accelerate Indebtedness. Lender shall have the right at its option without notice to Grantor to declare the entire Indebtedness immediately due and payable, including any prepayment penalty that Grantor would be required to pay.

Collect Rents. Lender shall have the right, without notice to Grantor, to take possession of the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender shall have all the rights provided for in the Lender's Right to Receive and Collect Rents Section, above. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

Appoint Receiver. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. Grantor hereby waives any requirement that the receiver be impartial and disinterested as to all of the parties and agrees that employment by Lender shall not disqualify a person from serving as a receiver.

Other Remedies. Lender shall have all other rights and remedies provided in this Assignment or the Note or by law.

Election of Remedies. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Assignment, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Assignment, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on

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demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to

any limits under applicable law, Lender's reasonable attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including reasonable attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, title insurance, and fees for the Trustee, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Assignment:

Amendments. This Assignment, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Assignment. No alteration of or amendment to this Assignment shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Caption Headings. Caption headings in this Assignment are for convenience purposes only and are not to be used to interpret or define the provisions of this Assignment.

Governing Law. This Assignment will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Utah without regard to its conflicts of law provisions. This Assignment has been accepted by Lender in the State of Utah.

Choice of Venue. If there is a lawsuit, Grantor agrees upon Lender's request to submit to the jurisdiction of the courts of Salt Lake County, State of Utah.

Joint and Several Liability. All obligations of Grantor under this Assignment shall be joint and several, and all references to Grantor shall mean each and every Grantor. This means that each Grantor signing below is responsible for all obligations in this Assignment. Where any one or more of the parties is a corporation, partnership, limited liability company or similar entity, it is not necessary for Lender to inquire into the powers of any of the officers, directors, partners, members, or other agents acting or purporting to act on the entity's behalf, and any obligations made or created in reliance upon the professed exercise of such powers shall be guaranteed under this Assignment.

Merger. There shall be no merger of the interest or estate created by this Assignment with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Interpretation. (1) In all cases where there is more than one Borrower or Grantor, then all words used in this Assignment in the singular shall be deemed to have been used in the plural where the context and construction so require. (2) If more than one person signs this Assignment as "Grantor," the obligations of each Grantor are joint and several. This means that if Lender brings a lawsuit, Lender may sue any one or more of the Grantors. If Borrower and Grantor are not the same person, Lender need not sue Borrower first, and that Borrower need not be joined in any lawsuit. (3) The names given to paragraphs or

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sections in this Assignment are for convenience purposes only. They are not to be used to interpret or define the provisions of this Assignment.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Assignment unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Assignment shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Assignment. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Assignment, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Notices. Unless otherwise provided by applicable law, any notice required to be given under this Assignment or required by law shall be given in writing, and shall be effective when actually delivered in accordance with the law or with this Assignment, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Assignment. Any party may change its address for notices under this Assignment by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided by applicable law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

Powers of Attorney. The various agencies and powers of attorney conveyed on Lender under this Assignment are granted for purposes of security and may not be revoked by Grantor until such time as the same are renounced by Lender.

Severability. If a court of competent jurisdiction finds any provision of this Assignment to be illegal, invalid, or unenforceable as to any person or circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other person or circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Assignment. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Assignment shall not affect the legality, validity or enforceability of any other provision of this Assignment.

Successors and Assigns. Subject to any limitations stated in this Assignment on transfer of Grantor's interest, this Assignment shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Assignment and the Indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Assignment or liability under the Indebtedness.

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Time is of the Essence. Time is of the essence in the performance of this Assignment.

Waiver of Homestead Exemption. Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Utah as to all Indebtedness secured by this Assignment.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Assignment. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Assignment shall have the meanings attributed to such terms in the Uniform Commercial Code:

Assignment. The word "Assignment" means this ASSIGNMENT OF RENTS, as this ASSIGNMENT OF RENTS may be amended or modified from time to time, together with all exhibits and schedules attached to this ASSIGNMENT OF RENTS from time to time.

Borrower. The word "Borrower" means Forsyth LLC; Bradley Scott Forsyth; Emily Michelle Forsyth; JC TIC 1 L.L.C.; and Criddle Property Investment 1, LLC.

Default. The word "Default" means the Default set forth in this Assignment in the section titled "Default".

Grantor. The word "Grantor" means Forsyth LLC; Bradley Scott Forsyth; Emily Michelle Forsyth; JC TIC 1 L.L.C.; and Criddle Property Investment 1, LLC.

Indebtedness. The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Lender to enforce Grantor's obligations under this Assignment, together with interest on such amounts as provided in this Assignment.

Lender. The word "Lender" means Jordan Federal Credit Union, its successors and assigns.

Note. The word "Note" means the promissory note dated October 7, 2022, in the original principal amount of \$993,950.00 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement.

Property. The word "Property" means all of Grantor's right, title and interest in and to all the Property as described in the "Assignment" section of this Assignment.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness; except that the words do not mean any guaranty or environmental agreement, whether now or hereafter existing, executed in connection with the Indebtedness.

Rents. The word "Rents" means all of Grantor's present and future rights, title and interest in, to and under any and all present and future leases, including, without limitation, all

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rents, revenue, income, issues, royalties, bonuses, accounts receivable, cash or security deposits, advance rentals, profits and proceeds from the Property, and other payments and benefits derived or to be derived from such leases of every kind and nature, whether due now or later, including without limitation Grantor's right to enforce such leases and to receive and collect payment and proceeds thereunder.

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THE UNDERSIGNED ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS ASSIGNMENT, AND NOT PERSONALLY BUT AS AN AUTHORIZED SIGNER, HAS CAUSED THIS ASSIGNMENT TO BE SIGNED AND EXECUTED ON BEHALF OF GRANTOR ON OCTOBER 7, 2022.

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GRANTOR:

FORSYTH LLC

Bradley Scott Fersyth, Member of Forsyth LLC

Emily Michelle Forsyth, Member of Forsyth LLC

Bradley Scott Forsyth, Individually

Emily Michelle Forsyth, Individually

JC TIC 1 L.L.C.

JC CAPITAL PARTNERS, LLC, Manager of JC TIC 1 L.L.C.

JJ MILLS L.L.C., Member of JC Capital Partners, LLC

Joseph Homer Mills, Manager of JJ Mills L.L.C.

Janna Lynn Mills, Magager of JJ Mills L.L.C.

CSWPAW L.L.C., Member of JC Capital Partners, LLC

ASSIGNMENT OF RENTS Loan No: 12324499-8001 (Continued) Page 11 Cory Scott Waddoups, Manager of CSWPAW L.L.C. Pattymne Waddoups, Manager of CSWPAW L.L.C. CRIDDLE PROPERTY INVESTMENT 1, LLC Porter Douglass Criddle, Manager of Criddle Property Investment 1, LLC LIMITED LIABILITY COMPANY ACKNOWLEDGMENT STATE OF Utah **MEGGILYNNE LUDLOW** NOTARY PUBLIC-STATE OF UTAH COMMISSION# 706110 country of <u>Saltiale</u> COMM. EXP. 05-21-2023 On this ______ day of ______ ctober_____, 20 ______, before me, the undersigned Notary Public, personally appeared Bradley Scott Forsyth, Member of Forsyth LLC, and known to me to be a member or designated agent of the limited liability company that executed the ASSIGNMENT OF RENTS and acknowledged the Assignment to be the free and voluntary act and deed of the limited liability company, by authority of statute, its articles of organization or its operating agreement, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Assignment and in fact executed the Assignment on behalf of the limited liability company. Ness-Lludlow Residing at SLC, Utal My commission expires 05/21/30Notary Public in and for the State of Vtah

| Loan No: 12324499-8001 | (Continued) | rag | = 12 === |
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| LIMITED LIABILIT | Y COMPANY ACK | NOWLEDGMENT | |
| state of <u>Utah</u> county of <u>Sattlake</u> | · |) SS MOTARY PU | YNNE LUDLON BLIC-STATE OF UTAN SION# 706110 EXP. 05-21-2023 |
| On this | r appeared Emily Michel or designated agent or TS and acknowledged disability company, by ent, for the uses and p zed to execute this Asability company. | elle Forsyth, Member of Forsyth of the limited liability company the Assignment to be the free authority of statute, its article purposes therein mentioned, and | that and s of d on the |

ASSIGNMENT OF RENTS

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| /IDUAL ACKNOWLED | GMENT | |
| |)) s | MEGGI LYNNE LUDLOW NOTARY PUBLIC-STATE OF UTAH COMMISSION# 706110 COMM. EXP. 05-21-2023 |
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| ndividual described in and he or she signed the A es and purposes therein n | who executed the AS Assignment as his on nentioned. | SIGNMENT OF r her free and |
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| | dersigned Notary Public, ndividual described in and he or she signed the Assessand purposes therein mades and purposes therein mades and purposes. | dersigned Notary Public, personally appeared adividual described in and who executed the AS he or she signed the Assignment as his ones and purposes therein mentioned. Seal this |

| Loan No: 12324499-8001 | (Continued) | | Page 14 |
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| INDIV | IDUAL ACKNOWLED | GMENT | |
| STATE OF Utah COUNTY OF Sautlak | |)) ss) | MEGGI LYNNE LUDLO NOTARY PUBLIC-STATE OF UT COMMISSION# 70611 COMM. EXP. 05-21-20 |
| On this day before me, the und Forsyth, to me known to be the in RENTS, and acknowledged that voluntary act and deed, for the use | dividual described in and when or she signed the Ales and purposes therein m | who executed the AS assignment as his operationed. | SSIGNMENT OF or her free and |
| Given under my hand and official s | 95 | day of QCC | |
| Notary Public in and for the State | of Otal | My commission expi | res <u>05/21/20</u> 23 |

| Loan No: 12324499-8001 | (Continued) | Page 15 |
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| STATE OF Utah | | MEGGI LYNNE LUDLOW NOTARY PUBLIC-STATE OF UTAH COMMISSION# 706110 COMM. EXP. 05-21-2023 |
| COUNTY OF Saltlake | | COMM. EXP. U3-21-2020 |
| On this | nally appeared Joseph Homer M LLC, Manager of JC TIC 1 L. the limited liability company to Assignment to be the free ar hority of statute, its articles boses therein mentioned, and mment and in fact executed the | Mills, Manager of JJ Mills L.L.C., L.C., and known to me to be a hat executed the ASSIGNMENT nd voluntary act and deed of the of organization or its operating on oath stated that he or she is |
| Notani Bublic in and for the State | | commission expires 05/21/2023 |

| Loan No: 12324499-8001 | (Continued) | Page 16 |
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| LIMITED LIAB | ILITY COMPANY ACKN | OWLEDGMENT |
| STATE OF <u>Utah</u> | L | MEGGI LYNNE LUDLOW NOTARY PUBLIC-STATE OF UTAH COMMISSION# 706110 COMM. EXP. 05-21-2023 |
| undersigned Notary Public, person Member of JC Capital Partners, member or designated agent of OF RENTS and acknowledged the limited liability company, by autagreement, for the uses and purpauthorized to execute this Assig limited liability company. By TC L | conally appeared Janna Lynn LLC, Manager of JC TIC 1 the limited liability company and Assignment to be the free hority of statute, its article poses therein mentioned, and ament and in fact executed the state of | mills, Manager of JJ Mills L.L.C., L.L.C., and known to me to be a yethat executed the ASSIGNMENT and voluntary act and deed of the es of organization or its operating and on oath stated that he or she is a the Assignment on behalf of the Residing at SC, Ufal. My commission expires 05/242023 |
| Notary Public in and for the State | of Utah N | My commission expires <u>05/24/</u> 2023 |

ASSIGNMENT OF RENTS

| Loan No: 12324499-8001 | (Continued) | Page 17 |
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| STATE OF <u>Utah</u> COUNTY OF <u>Saftlake</u> | | MEGGI LYNNE LUDLOW NOTARY PUBLIC-STATE OF UTAH COMMISSION# 706110 COMM. EXP. 05-21-2023 |
| On this | thers, LLC, Manager of JC TIC agent of the limited liability knowledged the Assignment to ompany, by authority of statute uses and purposes therein menute this Assignment and in factory. Resident Corp. | ddoups, Manager of CSWPAW 1 L.L.C., and known to me to company that executed the bethe free and voluntary act e, its articles of organization or tioned, and on oath stated that bet executed the Assignment on ding at SLC, Ulah |
| Notary Public in and for the State | of Utal My | commission expires <u> のらんコル</u> シのコ |
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| Loan No: 12324499-8001 | (Continued) | Page 18 |
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| LIMITED LIABII | LITY COMPANY ACKI | NOWLEDGMENT |
| STATE OF | Ke | MEGGI LYNNE LUDLOW NOTARY PUBLIC-STATE OF UTAH COMMISSION# 706110 COMM. EXP. 05-21-2023 |
| undersigned Notary Public, person L.L.C., Member of JC Capital Part be a member or designated at ASSIGNMENT OF RENTS and ack and deed of the limited liability coits operating agreement, for the use | nally appeared Pattyanne ners, LLC, Manager of JC gent of the limited liable anowledged the Assignment mpany, by authority of sies and purposes therein this Assignment and irrany. | , 20 22 , before me, the Waddoups, Manager of CSWPAW C TIC 1 L.L.C., and known to me to bility company that executed the ent to be the free and voluntary act tatute, its articles of organization or mentioned, and on oath stated that in fact executed the Assignment on Residing at SC, Utal |
| Notary Public in and for the State of | | My commission expires 05/20/2023 |
| | | |

Loan No: 12324499-8001 Page 19 LIMITED LIABILITY COMPANY ACKNOWLEDGMENT MEGGI LYNNE LUDLOW STATE OF Wah COMMISSION# 706110 COUNTY OF _____Saltlake COMM. EXP. 05-21-2023 11th day of October _____, 20*22*___, before me, the undersigned Notary Public, personally appeared Porter Douglass Criddle, Manager of Criddle Property Investment 1, LLC, and known to me to be a member or designated agent of the limited liability company that executed the ASSIGNMENT OF RENTS and acknowledged the Assignment to be the free and voluntary act and deed of the limited liability company, by authority of statute, its articles of organization or its operating agreement, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Assignment and in fact executed the Assignment on behalf of the limited liability company. Residing at SLGUtah My commission expires 05/21/2003 Notary Public in and for the State of Utak

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