

After recording return to:  
First Western Trust Bank  
1900 16th Street, Suite 1200  
Denver, Colorado 80202  
Attn: Loan Operations

14068972 B: 11399 P: 3005 Total Pages: 12  
02/03/2023 12:36 PM By: salvarado Fees: \$40.00  
Rashelle Hobbs, Recorder, Salt Lake County, Utah  
Return To: FNTIC - NCS COLORADO MAIN  
8055 E TUFTS AVE STE 900DENVER, CO 802372593

Parcel ID: 08-35-456-009, 08-35-456-010, 08-35-456-011, 08-35-456-012, 08-35-456-013 and 08-35-456-014

## ASSIGNMENT OF RENTS AND LEASES

THIS ASSIGNMENT OF RENTS AND LEASES (hereinafter "**Assignment**") is made as of the 2 day of February 2023, by Chicago St Townhomes Property, LLC, a Utah limited liability company (the "**Assignor**"), whose mailing address is 537 W. 600 S., Suite 400, Salt Lake City, UT 84101, to FIRST WESTERN TRUST BANK, a Colorado banking corporation (the "**Assignee**"), whose mailing address is 1900 16th Street, Suite 1200, Denver, CO 80202.

### RECITALS

A. In connection with that certain Construction Loan Agreement by and between Assignee and Assignor, of even date herewith (the "**Loan Agreement**"), Assignor has executed and delivered to Assignee a Promissory Note (hereinafter, together with all amendments thereto and modifications thereof, called the "**Note**") of even date herewith in the principal sum of Eight Million Nine Hundred Thousand and No/100 Dollars (\$8,900,000.00) and as security for the Note, Assignor has executed and delivered in favor of Assignee a Deed of Trust and Fixture Filing (With Assignment of Leases and Rents and Security Agreement) (the "**Deed of Trust**") covering certain real estate located at 928 West South Temple Street and 18-36 North Chicago Street, Salt Lake City Utah, 84104, and more fully described in the attached Exhibit A, (hereinafter called the "**Property**"). Terms not otherwise defined herein shall be as defined in the Loan Agreement.

B. In connection with the execution and delivery of the Loan Agreement and the Note, Assignee has required that Assignor absolutely assign to Assignee all of Assignor's right, title and interest in, to and under any and all leases (hereinafter individually referred to as a "**Lease**" and, collectively, as the "**Leases**") now or hereafter in existence (as amended or supplemented from time to time) and covering space in or applicable to the Property, and Assignor desires and intends by this instrument to absolutely assign to Assignee all of Assignor's right, title and interest in, to and under the Leases.

C. It is the intention of the Assignor to create a present assignment of all the leases, rents, issues and profits now due or which may hereafter become due, but inasmuch as this Assignment is made as additional security for the payment of the Note, it is agreed that the Assignee's right to collect said rentals shall be conditioned upon the existence of default in the payment of said Note according to its terms.

Recording Requested by:  
FNTG-NCS Colorado

N0040298

THEREFORE, Assignor agrees as follows:

1. Grant of Security Interest. Assignor does hereby absolutely and unconditionally grant, transfer, bargain, sell, assign, convey, and set over unto Assignee, its successors and assigns, all of the right, title and interest of Assignor in, to and under the Leases, together with: (i) all rents, issues, earnings, income, profits, benefits and advantages arising from the Property and from said Leases and all other sums due or to become due under and pursuant thereto, including, but not limited to lease termination fees, purchase option fees, and other fees and expenses arising from the Property or payable under any Lease; (ii) all right and claims for damages against tenants arising out of defaults arising from the Property or under the Leases, including rights to termination fees and compensation with respect to Lease pursuant to Section 365(1) of the Federal Bankruptcy Code or any replacement Section thereof; (iii) any and all guarantees of or under any of said Leases; (iv) all rights, powers, privileges, options and other benefits of Assignor as lessor under the Leases, including, without limitation, the immediate and continuing right to receive and collect all rents, income, revenues, issues, profits, condemnation awards, insurance proceeds, moneys and security deposits, payable and receivable, or any of the above, under the Lease or pursuant to any of the provisions thereof whether as rent or otherwise, the right to perform all other necessary or appropriate acts with respect to such Leases as agent and attorney-in-fact for Assignor, and the right to make all waivers and agreements, to give and receive all notices, consents and releases, to take such action upon the happening of a default under any Lease, including the commencement, conduct and consummation of proceedings at law or in equity as shall be permitted under any provision of any Lease or by any law, and to do any and all other things whatsoever which the Assignor is or may become entitled to do under any such Leases; and (v) all tenant improvements and fixtures located at the Property. It is intended by Assignor that this Assignment constitute a present, absolute assignment of the Leases, and not an assignment for additional security only. Notwithstanding the provisions of this Section 1, so long as no default shall exist under the Note or any of the Loan Documents and no event shall have occurred which by the lapse of time or the giving of notice, or both, has or would become an Event of Default (as defined herein), Assignor shall have the revocable right and revocable license to occupy the Property as landlord or otherwise and to collect, use and enjoy the rents, issues and profits and other sums payable under and by virtue of any Lease (but only as the same become due under the provisions of such Lease) and to enforce the covenants of the Leases, provided that any amounts collected by Assignor shall be held by Assignor in trust for the benefit of Assignee for use in the payment or satisfaction of all sums, covenants, conditions, agreements, representations, warranties and other liabilities or obligations of Assignor or any other obligor to or benefiting the Assignee which are evidenced or secured by other otherwise provided in the Note, this Agreement or any of the other Loan Documents, together with all amendments and modifications thereof.

2. Duration. This Assignment is made and given and shall remain in full force and effect until: (a) the payment in full of all principal, interest and other sums due under the Note; and (b) the performance and observance by Assignor of all of the obligations, liabilities, terms, covenants and conditions to be performed or observed under the Note and the other Loan Documents.

3. Representations, Warranties and Covenants. Assignor represents, warrants, covenants and agrees:

(a) that Assignor has good right, title and authority to make this Assignment, to Assignor's actual knowledge the Leases are valid, in full force and effect, and Assignor holds the entire and unencumbered right of the landlord under the Leases;

(b) to Assignor's actual knowledge, that neither Assignor nor any predecessor lessor has heretofore alienated, assigned, pledged or otherwise disposed of or encumbered the Leases, any security or other deposit, or any of the sums due or to become due thereunder, and that neither Assignor nor any predecessor lessor has performed any acts or executed any other instruments which might prevent Assignee from operating under any of the terms and conditions of this Assignment or which would limit Assignee in such operation;

(c) that Assignor shall not make any other assignment of their entire or any part of their interest in or to any or all Leases, or any or all rents, issues, income or profits assigned hereunder;

(d) that Assignor has not accepted or collected rent or any other payments under any Lease, other than required security deposits, for any period subsequent to the current period for which such rent or other payment has already become due and payable and shall not collect any rents, issues, income or profits assigned hereunder more than thirty (30) days in advance of the due date, except for security deposits;

(e) that Assignor has not executed or granted any amendment or modification whatever of any of the Leases, either orally or in writing;

(f) except as provided in writing to Assignor, that, to Assignor's actual knowledge, there is no default under any of the Leases now existing and no event has occurred and is continuing which, with the lapse of time or the giving of notice or both, would constitute an event of default under any of the Leases;

(g) that Assignor, both before and after revocation of the license granted in Section 1 will observe, perform and discharge, duly and punctually, all and singular the obligations, terms, covenants, conditions and warranties of the Note, this Assignment or any other Loan Document and any Lease, on the part of Assignor to be kept, observed and performed, and Assignor has not and shall not (i) release the liability of any tenant under any Lease; (ii) consent to any tenant's withholding of rent or monthly monetary advances and offsetting same against future rentals; (iii) consent to any tenant's claim of partial or total eviction; (iv) consent to a tenant termination or cancellation of lease; or (v) enter into any oral lease with respect to all or any portion of the Property without Assignee's prior written consent;

(h) that Assignor will enforce the performance of each and every obligation, term, covenant, condition and agreement in said Leases by any tenant to be performed;

(i) that Assignor will appear in and defend any action or proceeding arising under, occurring out of or in any manner connected with said Leases, or the obligations, duties or

liabilities of Assignor or any tenant thereunder, and upon reasonable request by Assignee to do so in the name and on behalf of Assignee, but at the expense of Assignor:

(j) that Assignor will, upon the reasonable request of Assignee, execute and deliver to Assignee such further instruments and do and perform such other acts and things as Assignee may deem reasonably necessary or appropriate to make effective this Assignment and the various covenants of Assignor herein contained, and to more effectively vest in and secure to Assignee the sums due or hereafter to become due under the Leases, including, without limitation, the execution of such additional assignments as shall be deemed necessary by Assignee effectively to vest in and secure to Assignee all rents, income and profits from any and all Lease;

(k) that Assignor will from time to time, upon Assignee's reasonable request, deliver to Assignee a true, correct and complete copy of each and every Lease then affecting all or any portion of the Property;

(l) that, to Assignor's actual knowledge, all tenants are in occupancy, paying rent on fully executed Leases;

(m) that the existing Leases contain no cancellation clauses in favor of the lessees, nor prepayment of rent clauses allowing prepayment of more than one month's rent in advance;

(n) that Assignor shall give prompt notice to Assignee of any notice of any default by the lessor under any Lease received from any tenant or guarantor thereunder; and

(o) all Leases executed after the date hereof shall include therein a provision providing that the tenant thereunder acknowledges that such Lease has been assigned pursuant to this Assignment and agrees not to look to Assignee as beneficiary of the Deed of Trust, lender in possession or successor in title to the Property for accountability for any security deposit required by lessor under such Lease unless such sums have actually been received in cash by Assignee as security for tenant's performance under such Lease.

4. Event of Default. An Event of Default (as defined in the Loan Agreement) constitutes an "**Event of Default**" under this Assignment. Upon the occurrence of an Event of Default, at the option of Assignee, the same shall constitute and be deemed to be a default hereunder and under the Note, thereby giving Assignee the absolute right, after the expiration of any notice, grace and cure period, to declare all sums secured thereby and hereby immediately due and payable and to exercise any and all rights and remedies provided thereunder and hereunder as well as such remedies as may be available at law or in equity. Further, upon the occurrence of an Event of Default, at Assignee's election, without notice or demand to Assignor (except for such notice as may be expressly required hereunder or under the other Loan Documents), and without releasing Assignor from any obligation hereof, Assignee may make or perform in the same manner and to such extent as Assignor may deem necessary to protect the security hereof, including, without limitation, appearing in or defending any action or proceeding purporting to affect the security hereof or the rights or powers of Assignor or Assignee, performing or discharging any obligation, covenant or agreement of Assignor under any Lease and, in exercising any of such powers, paying all necessary costs and expenses, employing

counsel, and incurring and paying reasonable attorneys' fees. Any sums advanced or paid by Assignee for any such purposes shall be immediately due and payable to Assignee by Assignor and shall bear interest at the Default Interest Rate from the date paid or advanced by Assignee until repaid by Assignor.

5. Right to Collect Rent. Assignor hereby consents to and irrevocably authorizes and directs the tenants under the Leases and any successor to the interest of any of said tenants, upon demand and notice from Assignee of Assignee's right to receive the rent and other amounts due under such Leases, to pay to Assignee the rents and other amounts due or to become due under the Leases, and said tenants shall have the right to rely upon such demand and notice from Assignee and shall pay such rents and other amounts to Assignee without any obligation or right to determine the actual existence of any default or event claimed by Assignee as the basis for Assignee's right to receive such rents and other amounts and notwithstanding any notices from or claim of Assignor to the contrary, and Assignor shall have no right to claim against said tenants for any such rents and other amounts so paid by said tenants to Assignee.

6. Termination of Right to Collect Rent and Other Rights. Upon the occurrence of an Event of Default, after the expiration of any notice, grace and cure periods, the right and license granted to Assignor in Section 1 above shall be automatically revoked and Assignee, at its option, without waiving any Event of Default, shall have the complete right, power and authority to:

(a) without taking possession, to demand, collect and receive and sue for the rents and other sums payable under the Lease and, after deducting all reasonable costs and expenses of collection (including, without limitation, reasonable attorneys' fees) as determined by Assignee, apply the net proceeds thereof to the payment of any indebtedness secured hereby;

(b) to declare all sums secured hereby immediately due and payable, and, at its option, exercise any or all of the rights and remedies contained in the Loan Agreement, the Note and in the other Loan Documents;

(c) enter upon and take possession of the Property, either in person or by agent or by an ex parte receiver appointed by a court, and have, hold, manage, lease and operate the same on such terms and for such period of time as Assignee may deem necessary or proper, with full power to make from time to time all alterations, revocations, repairs or replacements thereto or thereof as may seem proper to Assignee to make, at Assignee's sole cost and expense, enforce, modify and accept the surrender of any leases, to obtain and evict tenants, to fix or modify rents, and to do any other act which Assignee deems reasonably necessary; and

(d) to make any payment or do any act required herein of Assignor in such manner and to such extent as Assignee may deem necessary, and any amount so paid by Assignee shall become immediately due and payable by Assignor with interest thereon until paid at the Default Rate and shall be secured by this Assignment.

7. Application of Proceeds. All sums collected and received by Assignee out of the rents, issues, income and profits of the Property following the occurrence of any one or more events of default shall be applied as follows:

(a) first, to reimburse Assignee for all of the following expenses, together with costs and reasonable attorneys' fees and including interest thereon at the Default Interest Rate: (i) taking and retaining possession of the Property; (ii) managing the Property and collecting the rents, issues, income and profits thereof, including, without limitation, salaries, fees and wages of any property management company and such other employees as Assignee may deem necessary and proper; (iii) operating and maintaining the Property, including, without limitation, payment of taxes, charges, claims, assessments, water rents, sewer rents, other liens, and premiums for any insurance required under the Deed of Trust or any of the other Loan Documents; and (iv) the cost of all alterations, renovations, repairs or replacements of or to the Property which Assignee may deem necessary and proper;

(b) second, to reimburse Assignee for all sums expended by Assignee pursuant to Section 6 above, together with interest thereon at the Default Interest Rate;

(c) third, to reimburse Assignee for all other sums with respect to which Assignee is indemnified pursuant to Section 12 below, together with interest thereon at the Default Interest Rate;

(d) fourth, to reimburse Assignee for all other sums expended or advanced by Assignee pursuant to the terms and provisions of, or constituting additional indebtedness under, any of the other Loan Documents, together with interest thereon at the Default Interest Rate;

(e) fifth, to payment of all accrued and unpaid interest under the Note;

(f) sixth, to the payment of any unpaid principal balance of the Note and any and all other amounts due thereunder or under the other Loan Documents; and

(g) seventh, any balance remaining to Assignor, its respective legal representatives, successors and assigns, or to such other parties which may be legally entitled thereto.

8. Limitations of Liability. The acceptance by Assignee of this Assignment with all of the rights, powers, privileges and authority so created, shall neither be deemed or construed to constitute Assignee a mortgagee in possession nor at any time or in any event to impose any obligation whatsoever upon Assignee to appear in or defend any action or proceeding relating to the Leases or the Property, or to take any action hereunder, or to expend any money or incur any expenses, or perform or discharge any obligation, duty or liability under the Leases, including, without limitation, the responsibility for the condition, safety, control, care, management or repair of the Property, or to assume any obligation or responsibility for any security deposits or other deposits delivered to Assignor by any tenant and not assigned and delivered to Assignee, or render Assignee liable in any way for any injury or damage to person or property sustained by any person or entity in, on, or about the Property.

9. Non-Waiver. Assignor agrees that the collection of rents and the application thereof as aforesaid or the entry upon and taking of possession of the Property, or any part thereof, by Assignee shall not cure or waive any default, or waive, modify or affect any notice of default under the Loan Agreement, the Note or the other Loan Documents, or invalidate any act done pursuant to such notice, and the enforcement of such right or remedy by Assignee, once exercised, shall continue for so long as Assignee shall elect. If Assignee shall thereafter elect to

discontinue the exercise of any such right or remedy, the same or any other right or remedy hereunder may be reasserted at any time and from time to time following any subsequent default.

10. Cumulative Remedies. The rights and remedies of Assignee hereunder are cumulative and not in lieu of, but are in addition to, any rights or remedies which Assignee shall have under the Loan Agreement, the Note, the Deed of Trust, any of the Loan Documents, or at law or in equity, which rights and remedies may be exercised by Assignee either prior to, simultaneously with, or subsequent to, any action taken hereunder. The rights and remedies of Assignee may be exercised from time to time and as often as such exercise is deemed expedient, and the failure of Assignee to avail itself of any of the terms, provisions and conditions of this Assignment for any period of time, at any time or times, shall not be construed or deemed to be a waiver of any rights under the terms hereof.

11. Continuing Rights. The right of Assignee to collect and receive the rents assigned hereunder or to exercise any of the rights or powers herein granted to Assignee shall, to the extent not prohibited by law, also extend to the period from and after the filing of any suit to foreclose the lien created under any of the Loan Documents which cover the Property, including any period allowed by law for the redemption of the Property after any foreclosure sale.

12. Indemnification. Assignor agrees to indemnify, defend and hold Assignee harmless from and against any and all liability, loss, damage or expense incurred by Assignee, and of and from any and all claims and demands whatsoever asserted against Assignee by reason of any alleged obligation or undertaking on the part of Assignee to perform or discharge any of the terms, covenants or agreements contained in the Lease, except for those arising from Assignee's own gross negligence or willful misconduct (as determined by a court of competent jurisdiction in a final, non-appealable judgment). Should Assignee incur any such liability, loss or damage under or by reason of this Assignment, or in the defense of any such claims or demands, the amount thereof, including costs, expenses and reasonable attorneys' fees, together with interest thereon at the same rate of interest as provided in the Note, shall be secured by this Assignment and by the other Loan Documents. Assignor shall reimburse Assignee therefor immediately upon demand, and upon failure of Assignor so to do, Assignee may declare all sums secured hereby immediately due and payable.

13. Security Deposits. Assignor acknowledges that Assignee has not received for its own account any security deposited by any tenant pursuant to the terms of any Lease and that Assignee assumes no responsibility or liability for any security so deposited.

14. Severability. If any provision of this Assignment is deemed to be invalid by reason of the operation of law, or by reason of the interpretation placed thereon by any administrative agency or any court, Assignee and Assignor shall negotiate an equitable adjustment in the provisions of the same in order to effect, to the maximum extent permitted by law, the purpose of this Assignment, and the validity and enforceability of the remaining provisions, or portions or applications thereof, shall not be affected thereby and shall remain in full force and effect.

15. Successors and Assigns. This Assignment is binding upon Assignor and its legal representatives, successors and assigns, and the rights, powers and remedies of Assignee under this Assignment shall inure to the benefit of Assignee and its successors and assigns.

16. Written Modifications. This Assignment shall not be amended, modified or supplemented without the written agreement of Assignor and Assignee at the time of such amendment, modification or supplement.

17. Notices. Assignor agrees that all notices, statements, requests, demands and other communications made pursuant to or under this Assignment must be made in the manner set forth in the Loan Agreement.

18. Governing Law; Waiver of Jury Trial; Jurisdiction. THE PROVISIONS OF THIS ASSIGNMENT REGARDING THE CREATION, PERFECTION, AND ENFORCEMENT OF THE LIEN AND SECURITY INTEREST HEREIN GRANTED SHALL BE GOVERNED BY AND CONSTRUED UNDER THE LAWS OF THE STATE OF UTAH. IN ALL OTHER RESPECTS, MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE, THIS ASSIGNMENT AND THE OBLIGATIONS ARISING HEREUNDER WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF COLORADO APPLICABLE TO CONTRACTS MADE AND PERFORMED IN SUCH STATE (WITHOUT REGARD TO PRINCIPLES OF CONFLICT OF LAWS) AND ANY APPLICABLE LAW OF THE UNITED STATES OF AMERICA.

ASSIGNOR AND ASSIGNEE, TO THE FULL EXTENT PERMITTED BY LAW, HEREBY KNOWINGLY, INTENTIONALLY AND VOLUNTARILY, WITH AND UPON THE ADVICE OF COMPETENT COUNSEL, (A) SUBMIT TO PERSONAL JURISDICTION IN THE STATE OF COLORADO OVER ANY SUIT, ACTION OR PROCEEDING BY ANY PERSON ARISING FROM OR RELATING TO THIS ASSIGNMENT, (B) AGREE THAT ANY SUCH ACTION, SUIT OR PROCEEDING MAY BE BROUGHT IN ANY STATE OR FEDERAL COURT OF COMPETENT JURISDICTION OVER THE STATE OF COLORADO, AND (C) SUBMIT TO THE JURISDICTION OF SUCH COURTS. TO THE FULLEST EXTENT PERMITTED BY LAW, ASSIGNOR AGREES THAT IT WILL NOT BRING ANY ACTION, SUIT OR PROCEEDING IN ANY OTHER FORUM (BUT NOTHING HEREIN WILL AFFECT THE RIGHT OF ASSIGNEE TO BRING ANY ACTION, SUIT OR PROCEEDING IN ANY OTHER FORUM). ASSIGNOR FURTHER CONSENTS AND AGREES TO SERVICE OF ANY SUMMONS, COMPLAINT OR OTHER LEGAL PROCESS IN ANY SUCH SUIT, ACTION OR PROCEEDING BY REGISTERED OR CERTIFIED U.S. MAIL, POSTAGE PREPAID, TO ASSIGNOR AT THE ADDRESSES FOR NOTICES DESCRIBED IN THIS ASSIGNMENT, AND CONSENTS AND AGREES THAT SUCH SERVICE WILL CONSTITUTE IN EVERY RESPECT VALID AND EFFECTIVE SERVICE (BUT NOTHING HEREIN WILL AFFECT THE VALIDITY OR EFFECTIVENESS OF PROCESS SERVED IN ANY OTHER MANNER PERMITTED BY LAW).

ASSIGNEE AND ASSIGNOR, TO THE FULLEST EXTENT NOW OR HEREAFTER PERMITTED BY LAW, HEREBY KNOWINGLY, INTENTIONALLY AND VOLUNTARILY, WITH AND UPON THE ADVICE OF COMPETENT COUNSEL, WAIVE, RELINQUISH AND FOREVER FORGO THE RIGHT TO A TRIAL BY JURY IN ANY



ACTION OR PROCEEDING BASED UPON, ARISING OUT OF, OR IN ANY WAY RELATING TO THIS ASSIGNMENT OR ANY CONDUCT, ACT OR OMISSION OF ASSIGNEE OR ASSIGNOR, OR ANY OF THEIR DIRECTORS, OFFICERS, PARTNERS, MEMBERS, EMPLOYEES, AGENTS OR ATTORNEYS, OR ANY OTHER PERSONS AFFILIATED WITH ASSIGNEE OR ANY ASSIGNOR, IN EACH OF THE FOREGOING CASES, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE.

19. Duplicate Originals; Counterparts. This Assignment may be executed in any number of duplicate originals, and each duplicate original will be deemed to be an original. This Assignment (and each duplicate original) also may be executed in any number of counterparts, each of which will be deemed an original and all of which together will constitute a fully executed Assignment even though all signatures do not appear on the same document.

20. Document Imaging, Electronic Transactions and the UETA. Without notice to or consent of Borrower or Assignor, Assignee may create electronic images of this Assignment and the other Loan Documents and destroy paper originals of any such imaged documents. Provided that such images are maintained by or on behalf of Assignee as part of Assignee's normal business processes, Assignor agrees that such images have the same legal force and effect as the paper originals, and are enforceable against Assignor. Furthermore, Assignor agrees that Assignee may convert any Loan Document into a "transferrable record" as such term is defined under, and to the extent permitted by, the UETA, with the image of such instrument in Assignee's possession constituting an "authoritative copy" under the UETA.

IN WITNESS WHEREOF, Assignor has duly executed this Assignment as of the day and year first above written.

**ASSIGNOR:**

CHICAGO ST TOWNHOMES PROPERTY, LLC,  
a Utah limited liability company

By: Chicago St Townhomes QOZB, LLC,  
a Utah limited liability company, its Member

By: Chicago St Townhomes QOF, LLC,  
a Utah limited liability company, its  
Manager

By: [Signature]  
Name: H. Jason Winkler  
Title: Manager

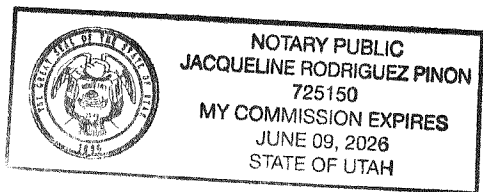
STATE OF UTAH    )  
                                                                  ) ss:  
COUNTY OF SALT LAKE )

The foregoing instrument was acknowledged before me this 9 day of December 2022,  
by H. Jason Winkler, as Manager of Chicago St Townhomes QOF, LLC, as Manager of Chicago  
St Townhomes QOZB, LLC as Member of Chicago St Townhomes Property, LLC, a Utah  
limited liability company.

My commission expires: [Signature]  
NOTARY PUBLIC

June 9 2026

[SEAL]



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**Exhibit A**

**LEGAL DESCRIPTION**

PARCEL 1:

Commencing 1 foot West and 38.75 feet South of the Northwest corner of Lot 2, Block 57, Plat "C", Salt Lake City Survey, and running thence East 124.0 feet; thence South 41.25 feet; thence West 124.0 feet; thence North 41.25 feet to the point of commencement.

PARCEL 2:

Commencing at a point 208 3/4 feet North from the Southwest corner of Lot 2, Block 57, Plat "C", Salt Lake City Survey, and running thence West 1 foot; thence North 41-1/4 feet; thence East 124 feet; thence South 41-1/4 feet; thence West 123 feet to the place of beginning.

PARCEL 2A:

Together with a perpetual right of way over the following described land to wit Commencing at a point 123 feet East from the Southwest corner of Lot 2, BLOCK 57, PLAT "C" Salt Lake City Survey aforesaid, and running thence East 9 feet; thence North 40 rods; thence West 9 feet; thence South 40 rods to the place of beginning.

PARCEL 3:

Commencing 451.25 feet South from the Northwest corner of Lot 7, Block 57, Plat "C", Salt Lake City Survey, and running thence East 123.0 feet; thence South 41.25 feet; thence West 124.0 feet; thence North 41.25 feet; thence East 1.0 feet to the point of commencement.

PARCEL 4:

Commencing 1 foot West and 81.0 feet North from the Southwest corner of Lot 2, Block 57, Plat "C", Salt Lake City Survey, and running thence North 86.5 feet; thence East 124.0 feet; thence South 86.5 feet; thence West 124.0 feet to the point of commencement.

PARCEL 5:

Commencing at the Southwest corner of Lot 2, Block 57, Plat "C", Salt Lake City Survey, and running thence East 66 feet; thence North 81 feet; thence West 67 feet; thence South 81 feet; thence East 1 foot to the point of beginning.

PARCEL 6:

Beginning at a point 42 feet West from the Southeast corner of Lot 2, Block 57, Plat "C", Salt Lake City Survey, and running thence West 57 feet; thence North 81 feet; thence East 57 feet; thence South 81 feet to the place of beginning.

PARCEL 6A:

Together with a perpetual right of way over the following described tract of land, to wit Commencing at a point 33 feet West from the Southeast corner of said Lot 2, Block, Plat and Survey aforesaid, and running thence West 9 feet; thence North 40 rods; thence East 9 feet; thence South 40 rods to the place of beginning.