

## Assignment of Lease

**THIS ASSIGNMENT** dated as of May 9 2016 between DON NELSON AND DONNA NELSON as Individuals and successors in interest to Country Square Shopping Village, LTD, (the "Assignor") and MISSION O, LLC. (the "Assignee").

**WHEREAS** the Assignee agreed to purchase from the Assignor, the lands and premises municipally known as 8590 SOUTH 1300 EAST, SANDY, UT 84094. Also known as Tax ID: 22-32-477-026 (the "Property");

**AND WHEREAS** the Property is leased to JP MORGAN CHASE , NATIONAL ASSOCIATION, a national banking association, successor-in-interest to Valley Bank and Trust Company (the "Tenant") pursuant to a lease agreement dated AUGUST 10<sup>TH</sup> 1977, AND MOST RECENTLY AMENDED AS ("Third Amendment") made the 15<sup>th</sup> Day of August, 2012 (the "Lease") between the Tenant, as tenant and the Assignor as landlord;

**AND WHEREAS** the Assignee agreed to accept the Lease;

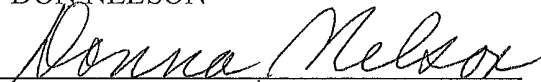
**NOW THEREFORE THIS AGREEMENT WITNESSES** that in consideration of other good and valuable consideration and the sum of TWO DOLLARS (\$2.00) now paid by the Assignee to the Assignor, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. The Assignor hereby grants, transfers, conveys, assigns and sets over to the Assignee its entire right, title, interest and estate in and to the Lease and the rents and all other amounts payable thereunder and all other benefits and advantages to be derived therefrom, to have and to hold unto the Assignee for and during the remainder of the term of the Lease.
2. The parties agree that this Assignment shall become effective as of May 9, 2016.
3. The covenants and agreements herein contained shall be binding upon and enure to the benefit of the heirs, executors, administrator, successors and assigns of each of the parties hereto.
4. The Assignor covenants that the Lease is in full force and effect unamended and that there is not material default by the parties thereunder.

IN WITNESS WHEREOF the parties hereto have executed this agreement as of the date referred to above.



\_\_\_\_\_  
DON NELSON



\_\_\_\_\_  
DONNA NELSON

\_\_\_\_\_

\_\_\_\_\_

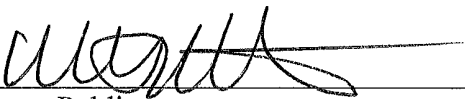
STATE OF UTAH )

) ss.

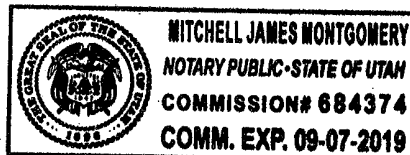
COUNTY OF SALT LAKE )

On the 9 day of May, 2016, personally appeared before me DON NELSON AND DONNA NELSON, the signer(s) of the foregoing instrument, who duly acknowledged to me that **he/she/they** executed the same.

Witness my hand and official seal.



\_\_\_\_\_  
Notary Public



**EXHIBIT "A"**

**LOT 4, COUNTRY SQUARE SUBDIVISION, LESS AND EXCEPTING  
BEGINNING NORTHEAST CORNER SAID SUBDIVISION; SOUTH  
0°10'10" WEST 100.21 FEET; SOUTHERLY ALONG A 40 FOOT  
RADIUS CURVE RIGHT 62.72 FEET; NORTH 66°27'41" EAST 31.91  
FEET; NORTH 14°12'08" EAST 13.09 FEET; NORTH 0°10'10" EAST  
114.64 FEET; EAST 7.50 FEET TO BEGINNING.**

**22-32-477-026**