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RASHELLE HOBBS
Recorder, Salt Lake County, UT
COTTONWOOD TITLE
BY: eCASH, DEPUTY - EF 5 P.

Record and Return to:
John E. Jones, Esq.
Hinman, Howard & Kattell, LLP
P.O. Box 5250
Binghamton, NY 13902-5250
CT- 116149-CAM

ASSIGNMENT OF LEASE

TIN 27-19-282-001
THIS AGREEMENT (the "Agreement" or "Assignment") is made this 16th day of October, 2019, between JHSJ OFFICE #2, LLC, with offices at 651 Galena Park Boulevard, Suite 102, Draper, Utah 84020 (the "Borrower") and SECURITY MUTUAL LIFE INSURANCE COMPANY OF NEW YORK, a New York mutual life insurance company, having its office and principal place of business at 100 Court Street, P.O. Box 1625, Binghamton, New York 13902-1625 (the "Lender").

RECITALS:

- (1) Borrower is the owner of certain property located in Salt Lake County, State of Utah, and designated as 4040 West Daybreak Parkway, South Jordan, Utah 84009, more particularly described on the annexed Schedule A (the "Premises").
- (2) The Premises are subject to a Deed of Trust (the "Deed of Trust") held by Lender. The Deed of Trust is intended to be recorded simultaneously with this Agreement. The total indebtedness secured by the Deed of Trust amounts to \$2,050,000.00.
- (3) The Premises are subject to several leases, (collectively the "Lease"). As a condition of the Deed of Trust, Lender has required Borrower to assign the Lease as additional security for the indebtedness secured by the Deed of Trust.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements herein set forth, Borrower does hereby assign, transfer and set over to Lender, its successors and assigns, as additional security for the indebtedness secured by the Deed of Trust, the Lease and any extensions or renewals thereof, or any future lease of the Premises, together with all the rights and privileges of the Borrower under said Lease, together with all rents, earnings, issues and profits which may become due and payable thereunder or by virtue of any other lease, written or verbal, or any agreement for the use or occupancy of said mortgaged premise, upon the following terms and conditions:

1. Borrower covenants that up to the date of this Assignment, it has faithfully performed and fulfilled all covenants under said Lease and will continue to do so during the term of the Lease, so long as the Deed of Trust shall remain in effect, and that it will not by its own failure or fault at any time during the term of the Lease give the Lessee just cause to terminate it. The Borrower further covenants that to Borrower's knowledge there is no other assignment of lease in effect. Borrower covenants that it has not granted or executed any substantial modification of the Lease, either orally or in writing. Borrower further covenants that to its knowledge, the Lessee is not in default under the

Lease, and that the Lease is in full force and effect according to its original terms, an original copy of which Borrower has delivered to Lender.

2. Borrower covenants and agrees that so long as the Deed of Trust remains unpaid it will not, without consent of the Lender,

(a) cancel, abridge, or accept surrender of the Lease, including during any renewal or extension thereof;

(b) reduce the rent or modify the terms of the Lease or any renewal or extension thereof, either orally or in writing, so as to decrease the term thereof or in any way substantially reduce the value of the Premises or the equity of the Borrower therein;

(c) consent to an assignment of the Lessee's interest which would relieve Lessee of liability for the payment of rent and the performance of the terms and conditions of the Lease;

(d) collect rents more than thirty (30) days in advance; and any of the above acts, if done without written consent of the Lender, shall be null and void.

3. By its acceptance of this Assignment, Lender covenants and agrees that until there shall be a default by the Borrower in the performance of the covenants or in the making of the payments provided for in the Deed of Trust, Borrower shall be entitled to receive and collect the rents, issues and profits under the Lease, on behalf of the Lender and shall apply the same to payments on the said Deed of Trust debt and to taxes, insurance and maintenance of said Premises, and Lender shall not be responsible for the control, care or management of the premises, nor for the carrying out of the terms and conditions of the Lease. However, upon the expiration of any cure period for any default in the performance of the covenants or in the making of the payments provided for in the Deed of Trust, Lender may, at its option, receive and collect all said rents, issues and profits, and may, at its option, enter upon the mortgaged premises by its officers, agents and employees for the collection of the rents and for the operation of and maintenance of the Premises. Borrower authorizes Lender in general to perform all acts necessary for the operation and maintenance of the said Premises in the same manner and to the same extent that the Borrower might reasonably act. After payment of all proper charges and expenses, Lender shall credit the amount of income which it may receive by virtue of this Assignment to any amounts due Lender from the Borrower under the terms and provisions of the Deed of Trust. The manner of the application of such net income and the item or items which shall be credited shall be within the sole discretion of the Lender.

4. Borrower shall at its own expense make, procure, execute and deliver all acts, things, writings, and assurances which Lender may reasonably require at any time require to protect, assure or enforce its interest, rights, or remedies under this Assignment.

5. Lender shall be subrogated to all of the Borrower's interests, rights and remedies with respect to the Lease.

6. The default beyond any applicable cure period by Borrower of any warranty or covenant contained in this assignment, or failure by Borrower to pay any obligation owing to Lender, when due, upon demand, shall constitute a default under this Assignment, and Lender thereupon shall have the right to declare the Note and Deed of Trust which this Assignment secures to be immediately due and payable. In addition to the remedies set forth herein or otherwise provided by law, upon the default of Borrower hereunder, Lender shall have all the rights and remedies provided under the Uniform Commercial Code. Failure of Lender to exercise any or all of its rights herein conferred or to collect all the rent accruing under the Lease shall at no time be deemed to constitute a waiver of its right to do so in the future.

7. Lender shall have the right to remedy any default by Borrower under the Lease for the purpose of protecting its security in this Assignment accruing under the Lease, and Borrower agrees to reimburse Lender for any expenses incurred by it in curing any default.

8. Lender may make any demand or give any notice to Borrower by deposit in the mail of a notice thereof addressed to Borrower at its address set forth above.

9. Payment in full to Lender of said mortgage indebtedness shall render this Assignment void, but otherwise it shall remain in full force and effect with the right in Lender to assign the same whenever it may assign said Deed of Trust.

10. All covenants and agreements herein contained on the part of either party shall apply to and bind their successors and assigns.

11. This Agreement shall be interpreted and governed by the laws of the State of Utah.

IN WITNESS WHEREOF, the Borrower has caused this agreement to be executed the day and year first above written.

DATE: October 16th, 2019

JHSJ Office #2, LLC

By: _____

Gregg C. Johnson, Manager

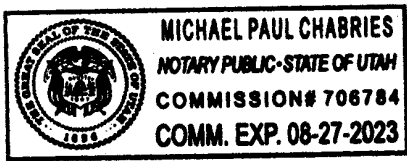
And By: _____

Stephen C. Broadbent, Manager

STATE OF UTAH)
COUNTY OF SALT LAKE) SS.:

On this 16th day of October, in the year of 2019, before me, the undersigned, personally appeared Gregg C. Johnson, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

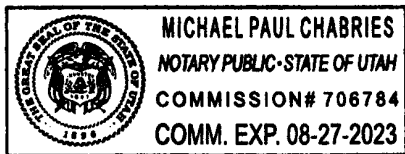
Michael P Chabries
Notary Public



STATE OF UTAH)
COUNTY OF SALT LAKE) SS.:

On this 16th day of October, in the year of 2019, before me, the undersigned, personally appeared Stephen C. Broadbent, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Michael P Chabries
Notary Public



**EXHIBIT A
PROPERTY DESCRIPTION**

PARCEL 1:

Lot 2, JORDAN HEIGHTS PHASE 1A SUBDIVISION, according to the official plat thereof on file in the office of the Salt Lake County Recorder, recorded August 1, 2016 as Entry No. 12332825 in Book 2016P at Page 174.

PARCEL 1A:

A non-exclusive easement for pedestrian and vehicular access as disclosed in that certain Access Easement Agreement recorded June 1, 2016 as Entry No. 12332823 in Book 10459 at Page 698 of Official Records.

PARCEL 1B:

A reciprocal parking and access easement as disclosed on the recorded plat for Jordan Heights Phase 1A Subdivision, recorded August 1, 2016 as Entry No. 12332825 in Book 2016P at Page 174.

Tax Id No.: 27-19-282-001