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Book - 10684 Pg - 8771-8786  
ADAM GARDINER  
Recorder, Salt Lake County, UT  
COTTONWOOD TITLE  
BY: eCASH, DEPUTY - EF 16 P.

Prepared By and After Recording  
Return To:  
Clifton R. Henry, Esq.  
Miller & Martin PLLC  
832 Georgia Avenue, Suite 1200  
Chattanooga, TN 37402

*CTIA 91885-ZP*  
*21-08-101-029*

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Cross-Reference:  
Book 10624, Page 5410  
Book 10624, Page 5434

### ASSUMPTION AND RELEASE AGREEMENT

THIS ASSUMPTION AND RELEASE AGREEMENT (this "**Agreement**") is entered into and made effective as of the 14 day of June, 2018 (the "**Effective Date**"), by and among MING YANG LEE, also known as Jack Lee, a resident of the State of California ("**Original Borrower**"), with a mailing address at 11855 Goshen Avenue, #103, Los Angeles, California 90049, 3981 WEST 4700 SOUTH, LLC, a Utah limited liability company ("**New Borrower**"), with a mailing address at 12702 Vrain Street, Broomfield, Colorado 80020, CAPSTAR BANK, a Tennessee banking corporation ("**Lender**"), with a mailing address at P.O. Box 305065, Nashville, Tennessee 37230, and KISHORE NAYAK, a resident of the State of Colorado, with a mailing address at 12702 Vrain Street, Broomfield, Colorado 80020 ("**New Guarantor**" and together with the New Borrower, the "**New Indemnitors**").

#### RECITALS:

The following recitals are a material part of this Agreement:

A. Lender made a real estate loan (the "**Loan**") to Original Borrower, which Loan is evidenced by that certain Promissory Note, dated November 29, 2017, from Original Borrower in the original principal amount of \$1,372,000.00 (together with all addenda, modifications, amendments, riders, exhibits and supplements thereto, the "**Note**"). The Loan is evidenced, governed and/or secured by the following agreements and documents, all executed and delivered by the Original Borrower for the benefit of Lender:

1. that certain Loan Agreement dated November 29, 2017 (together with all exhibits thereto, the "**Loan Agreement**");

2. that certain Deed of Trust, Assignment of Rents and Leases, Security Agreement and Fixture Filing, dated as of November 29, 2017 (the "**Security Instrument**"), recorded on November 29, 2017 in Book 10624, Page 5410, Instrument Number 12668937, in the Recorder's Office of Salt Lake County, Utah (the "**Recorder's Office**"), encumbering the real property described on **Exhibit A** attached hereto and by this reference incorporated herein and as more particularly described in the Security Instrument (together with all other property, real and personal, encumbered by the Security Instrument, the "**Property**");

3. that certain Assignment of Leases and Rents, dated as of November 29, 2017 (the "**Assignment of Leases**"), recorded on November 29, 2017 in Book 10624, Page 5434, Instrument Number 12668938, in the Recorder's Office;

4. that certain Security Agreement, dated as of November 29, 2017 (the "**Security Agreement**"), executed by Original Borrower and Lender;

5. that certain Environmental Affidavit and Indemnity Agreement (the "**Environmental Indemnity**"), dated November 29, 2017, executed by Original Borrower and Lender; and

6. that certain Cash Collateral and Security Agreement, dated as of November 29, 2017 (the "**Cash Collateral Agreement**"), executed by Original Borrower and Lender.

B. In connection with the Loan, Original Borrower also caused to be delivered the following documents for the benefit of Lender:

1. those certain UCC Financing Statements naming Original Borrower as debtor therein, and Lender as secured party therein, and filed in the Recorder's Office and in the records of the Secretary of State of Georgia; and

The agreements and documents set forth in Recital A and Recital B above are hereinafter referred to collectively as the "**Original Borrower's Loan Documents**."

C. Upon the Effective Date, New Borrower and/or New Guarantor are executing and delivering, or are causing to be delivered, to Lender the following documents, each dated as of the Effective Date:

1. those certain UCC Financing Statements naming New Borrower as debtor therein, and naming Lender, as secured party therein, to be filed in the Recorder's Office and the records of the Secretary of State of Utah;

2. that certain Supplement No. 1 to the Environmental Indemnity from New Indemnitors in favor of Lender (the "**Supplement to Indemnity**");

3. that certain Guaranty from New Guarantor in favor of Lender (the "New Guaranty");
4. that certain Certificate of New Borrower executed by or on behalf of New Borrower for the benefit of Lender; and
5. this Agreement.

The agreements and documents set forth in Recital A and Recital C above, together with all other documents evidencing, securing or otherwise pertaining to the Loan (other than the documents set forth in Recital B), and such other agreements and documents as Lender may reasonably require, are hereinafter referred to collectively as the "Loan Documents", and individually as a "Loan Document".

D. Lender, as the holder of the Note and beneficiary under the Security Instrument, has been asked to consent to the transfer of the Property to New Borrower (the "Transfer") and the assumption by New Borrower and New Guarantor of the obligations of the Original Borrower under the Loan Documents (the "Assumption").

E. Lender has agreed to consent to the Transfer and Assumption subject to the terms and conditions stated below, including, without limitation, the execution and delivery of the agreements and documents set forth in Recital C above and such other documents and instruments as may be reasonably required by Lender.

F. Unless the context requires otherwise, references in this Agreement to Original Borrower's Loan Documents shall be deemed to refer to such documents as amended by this Agreement, and as such documents and the other Loan Documents may be further amended, modified, extended or replaced from time to time.

#### **CONTRACTUAL PROVISIONS:**

NOW, THEREFORE, in consideration of the Recitals, which are incorporated herein as if set forth below in full as a substantive, contractual part of this Agreement, and the mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Acknowledgement of Debt.

(a) Original Borrower and New Borrower confirm and acknowledge that the outstanding principal balance under the Note as of the Effective Date is \$1,358,253.43 and the balance of the Cash Collateral Account (as defined in the Cash Collateral Agreement) as of the Effective Date is \$101,498.97. New Borrower declares and acknowledges, for the specific reliance and benefit of Lender, that (i) New Borrower has no right, claim, defense or right of offset of any kind or in any amount with respect to the Note, the Security Instrument or any of the other Loan Documents, and (ii) no amounts paid by New Borrower or Original Borrower to Lender pursuant to or in connection with the execution and delivery of this Agreement shall be applied to or set off against the principal balance of the Note.

(b) The parties acknowledge and agree that Lender shall continue to hold the balance of the Cash Collateral Account in accordance with the terms of the Loan Documents. Original Borrower covenants and agrees that the Lender has no further duty or obligation of any nature to Original Borrower relating to such balance of the Cash Collateral Account, which Original Borrower does hereby assign, transfer and convey to New Borrower. The balance of the Cash Collateral Account being held by Lender in connection with the Loan Documents shall, from and after the Effective Date, be for the account of New Borrower.

2. Conditions Precedent; Consent to Transfer.

(a) Original Borrower represents and warrants to Lender as of the Effective Date that Original Borrower has satisfied all requirements in connection with the assumption of the Loan set forth in the Original Borrower's Loan Documents.

(b) In reliance upon the representations, warranties and covenants set forth herein by Original Borrower, New Borrower and New Guarantor, Lender hereby consents to the Transfer and Assumption and waives its right to accelerate the Loan pursuant to any provision of the Original Borrower's Loan Documents which might otherwise provide such right to Lender solely on account of such Transfer and Assumption. Lender's consent to the Transfer and Assumption is not intended to be and shall not be construed as its consent to any subsequent transfer or assumption which requires Lender's consent pursuant to the terms of the Security Instrument or any other Loan Document.

(c) New Borrower hereby authorizes the Lender to file any and all UCC financing statements and UCC financing statement amendments as Lender may deem necessary from time to time to perfect or continue the perfection of Lender's security interest under the Security Instrument without the signature of New Borrower.

3. Assumption of Obligations. As of the Effective Date, Original Borrower does hereby assign, transfer and convey to New Borrower all of its right, title and interest in and to the Loan Documents, and New Borrower hereby unconditionally assumes the Loan Documents and agrees to comply with all covenants and obligations therein, including, without limitation, the obligation to pay the unpaid balance due and owing on the Loan and all interest thereon. Without limiting the foregoing, New Borrower agrees to keep and observe all of the covenants, terms and conditions required to be kept, observed and performed pursuant to the Note, the Security Instrument and all of the other Loan Documents, to the same effect as if New Borrower were the original maker of, and a party to, the Loan Documents including, but not limited to, payment of all sums presently outstanding under the Note. New Borrower hereby adopts, ratifies and confirms as of the Effective Date all of the representations, warranties and covenants of Original Borrower contained in the Loan Documents.

4. Limited Release of Original Borrower; Reaffirmation.

(a) In reliance upon the representations, warranties and covenants set forth herein by Original Borrower, New Borrower and New Guarantor, Lender hereby releases the Original Borrower from any liability for repayment of the principal and interest under the terms of the Note, the Security Instrument and the other Original Borrower's Loan Documents,

and other obligations under the Original Borrower's Loan Documents, to the extent such obligations arise from matters not otherwise caused by Original Borrower first occurring from and after the Effective Date. Lender hereby reserves all rights it may have against Original Borrower for acts, omissions or events occurring prior to the Effective Date.

(b) The release of Original Borrower provided for in Section 4(a) above shall be deemed withdrawn and shall have no effect to the extent that this Agreement is held to be void or is determined to be unenforceable by any court in a final non-appealable order as a result of any action or inaction by or on behalf of Original Borrower, or if any representation or warranty by Original Borrower made in connection with this Agreement is false or misleading in any material respect when made. In all cases, Original Borrower shall bear the burden of proof on the issue of the time at which an act or event first occurred or an obligation first arose, which is the subject of claimed liability under any of the Original Borrower's Loan Documents.

(c) Notwithstanding anything to the contrary contained herein, and subject to the release contained in Section 4(a) hereof, Original Borrower does hereby ratify and confirm his obligations under the Original Borrower's Loan Documents to the extent arising or resulting from acts, omissions or events occurring prior to the Effective Date.

5. Representations.

(a) New Borrower represents and warrants to Lender as of the Effective Date that:

(i) New Borrower is duly organized, validly existing and in good standing under the laws of the State of Utah, and has full power and authority to own, lease and operate the Property, and to conduct its affairs as now being conducted and as proposed to be conducted;

(ii) New Borrower has full power and authority to enter into, execute, deliver and carry out this Agreement and the Loan Documents to which it is a party, by assumption or otherwise, and to perform its obligations hereunder and thereunder and all such actions have been duly authorized by all necessary actions on its part;

(iii) This Agreement and the other documents executed in connection herewith have been duly executed and delivered by New Borrower. This Agreement and the Loan Documents to which New Borrower is a party, by assumption or otherwise, constitute legal, valid and binding obligations of New Borrower, enforceable against New Borrower in accordance with their respective terms, subject to bankruptcy, insolvency and other similar laws affecting the rights of creditors generally;

(iv) New Borrower has received and reviewed copies of all of the Loan Documents;

(v) Neither New Borrower, New Guarantor nor, to New Borrower's knowledge, any person owning an interest in New Borrower or New

Guarantor (except that New Borrower's knowledge shall not require any investigation into ownership of publicly traded stock or other publicly traded securities), is a country, territory, individual or entity named on a list maintained by the U.S. Treasury Department's Office of Foreign Assets Control ("**OFAC**"), or is a Specially Designated National or Blocked Person under the programs administered by OFAC;

(vi) There is no litigation or other proceeding against New Borrower pending or overtly threatened, by written communication to New Borrower, wherein an unfavorable decision might reasonably result in a material adverse change in the financial condition of New Borrower or its ability to legally perform its obligations under this Agreement and the other Loan Documents;

(vii) The execution, delivery and performance of this Agreement, and the performance of New Borrower's obligations under the Loan Documents, (A) does not conflict with or result in a violation of New Borrower's organizational documents or any judgment, order or decree of any court or arbiter in any proceeding to which New Borrower is a party, and (B) does not conflict with, or constitute a material breach of, or constitute a material default under, any contract, agreement or other instrument by which New Borrower is bound or to which New Borrower is a party;

(viii) There is no bankruptcy, receivership or insolvency proceeding pending or threatened against New Borrower; and

(ix) No proceeding is pending for the dissolution or annulment of New Borrower, and all license, income and franchise taxes due and payable by New Borrower have been paid in full.

(b) New Guarantor represents and warrants to Lender as of the Effective Date that:

(i) New Guarantor has received and reviewed copies of all of the Loan Documents;

(ii) There is no litigation or other proceeding against New Guarantor pending or overtly threatened, by written communication to New Guarantor, wherein an unfavorable decision might reasonably result in a material adverse change in the financial condition of New Guarantor or its ability to legally perform its obligations under this Agreement and the other Loan Documents to which New Guarantor is a party; and

(iii) There is no bankruptcy, receivership or insolvency proceeding pending or threatened against New Guarantor.

(c) Original Borrower represents and warrants to Lender as of the Effective Date that:

(i) Contemporaneously with the execution and delivery hereof, Original Borrower has conveyed and transferred the Property to New Borrower;

(ii) Contemporaneously with the execution and delivery hereof, Original Borrower has assigned and transferred to New Borrower the Project Lease (as defined in the Loan Agreement), and Original Borrower has retained no rights therein or thereto;

(iii) Original Borrower has not received a security instrument or security agreement from New Borrower encumbering the Property to secure the payment of any sums due Original Borrower or obligations to be performed by New Borrower;

(iv) There exist no defenses, offsets or counterclaims by Original Borrower to this Agreement or the Original Borrower's Loan Documents;

(v) There are no defaults by Original Borrower under the provisions of Original Borrower's Loan Documents executed or assumed by Original Borrower, nor are there any conditions which with the giving of notice or the passage of time or both may constitute a default by Original Borrower under the provisions of the Original Borrower's Loan Documents;

(vi) The Original Borrower's Loan Documents are in full force and effect;

(vii) There are no subordinate liens of any kind covering or relating to the Property, nor are there any mechanics' liens or liens for delinquent taxes or assessments encumbering the Property, nor has notice of a lien or notice of intent to file a lien been received;

(viii) To Original Borrower's knowledge, there are no pending or threatened condemnation or annexation proceedings affecting the Property, or any agreements to convey any portion of the Property or any rights thereto not disclosed in this Agreement, including, without limitation, to any governmental agency;

(ix) There is no litigation or other proceeding against Original Borrower or the Property pending or threatened, by written communication to Original Borrower, wherein an unfavorable decision might reasonably result in a material adverse change in the financial condition of Original Borrower or its ability to legally perform its obligations under this Agreement and the Original Borrower's Loan Documents; and

(x) There is no bankruptcy, receivership or insolvency proceeding pending or threatened against Original Borrower.

6. Financial Information. New Borrower and New Guarantor hereby each represents and warrants to Lender that all information and materials regarding New Guarantor and New Borrower provided by or on behalf of New Borrower and New Guarantor to Lender were true and correct in all material respects as of the date of delivery thereof and remain materially true and correct as of the Effective Date.

7. Addresses. Lender, New Borrower and New Guarantor agree that all notice provisions contained in the Loan Documents are hereby modified to amend the notice address for New Borrower and New Guarantor, and that from and after the Effective Date, the notice addresses for New Borrower and New Guarantor, respectively, are as follows:

If to New Borrower:

3981 West 4700 South, LLC  
12702 Vrain Street  
Broomfield, Colorado 80020

If to New Guarantor:

Kishore Nayak  
12702 Vrain Street  
Broomfield, Colorado 80020

8. Release of Lender. Original Borrower, New Borrower and New Guarantor hereby each unconditionally and irrevocably releases and forever discharges Lender and its successors, assigns, agents, directors, officers, employees, and attorneys (collectively, the “**Indemnitees**”) from all Claims, as defined below, and agrees to indemnify the Indemnitees, hold the Indemnitees harmless, and defend the Indemnitees with counsel reasonably acceptable to the Indemnitees from and against any and all claims, losses, causes of action, costs and expenses of every kind or character in connection with the Claims and/or the transfer of the Property in connection with this Agreement. As used in this Agreement, the term “**Claims**” shall mean any and all possible claims, demands, actions, costs, expenses and liabilities whatsoever, known or unknown, at law or in equity, originating in whole or in part on or before the Effective Date, which Original Borrower, New Borrower or New Guarantor or any of their respective directors, partners, principals, affiliates, members, shareholders, officers, agents, employees or successors, may now or hereafter have against the Indemnitees, if any, and irrespective of whether any such Claims arise out of contract, tort, violation of laws, or regulations, or otherwise in connection with the Loan or any of the Loan Documents or the Original Borrower’s Loan Documents, including, without limitation, any contracting for, charging, taking, reserving, collecting or receiving interest in excess of the highest lawful rate applicable thereto and any loss, cost or damage, of any kind or character, arising out of or in any way connected with or in any way resulting from the acts, actions or omissions of any of the Indemnitees, including any requirement that the Loan Documents or Original Borrower’s Loan Documents be modified as a condition to the transactions contemplated by this Agreement. Original Borrower, New Borrower and New Guarantor agree that Lender has no fiduciary or similar obligations to Original Borrower, New Borrower or New Guarantor or any of them and that their relationship is strictly that of creditor and debtor. This release is accepted by Lender



pursuant to this Agreement and shall not be construed as an admission of liability on its part. Original Borrower, New Borrower and New Guarantor each hereby represents and warrants that it is the current legal and beneficial owners of all Claims, if any, released hereby and has not assigned, pledged or contracted to assign or pledge any such Claim to any other person.

9. Confirmation of Waivers. New Borrower, without limiting the generality of its obligations under the Loan Documents, hereby confirms and ratifies the submission to jurisdiction and waivers set forth in the Loan Documents.

10. Binding Effect. This Agreement shall be binding upon the parties and their respective heirs, executors, administrators, successors, permitted assigns and representatives.

11. Ratification. Lender and New Borrower hereby ratify and affirm all of the Loan Documents and all of its or the other's, as applicable, respective rights, agreements, obligations, priorities, reservations, promises and waivers as made and agreed and contained therein and as assumed pursuant to this Agreement by New Borrower, all of which shall remain in full force and effect.

12. No Impairment of Lien; No Satisfaction. Nothing set forth herein shall affect the priority or extent of the lien of the Security Instrument or any of the other Loan Documents, nor, except as expressly set forth herein, release or change the liability of any party who may now be or after the Effective Date, become liable, primarily or secondarily, under the Loan Documents. This Agreement does not, and shall not be construed to, constitute the creation of new indebtedness or the satisfaction, discharge or extinguishment of the debt secured by the Loan Documents.

13. Fees. Original Borrower, New Borrower and Lender have agreed that, simultaneously with the execution hereof, all fees, costs, and charges arising in connection with the execution of this Agreement, including without limitation, all reasonable attorneys' fees, title company fees, title insurance premiums, recording costs, assumption and/or transfer fees and other closing costs incurred by Lender in connection with this Agreement, will be paid as of the Effective Date, and that Lender shall have no obligation whatsoever for payment thereof. New Borrower acknowledges and agrees that none of the fees, costs, and charges paid in connection with the execution of this Agreement shall be applied to or set off against the principal balance of the Note.

14. Miscellaneous.

(a) Choice of Law. This Agreement shall be deemed to be a contract entered into pursuant to the laws of the State of Tennessee and shall in all respects be governed, construed, applied and enforced in accordance with such laws without reference to choice of law principles.

(b) Severability. This Agreement is intended to be performed in accordance with and only to the extent permitted by applicable law. If any provisions of this Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this Agreement and the application of

such provision to other persons or circumstances shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by law.

(c) Modifications. No change or modification of this Agreement shall be valid unless the same is in writing and signed by all parties hereto.

(d) Complete Agreement. This Agreement and the Loan Documents represent the complete agreement among the parties with regard to the items set forth herein, and there are no representations, covenants, warranties, agreements or conditions, oral or written, between the parties not set forth in this Agreement and the Loan Documents.

(e) Headings. Section, paragraph or other headings contained in this Agreement are for reference purposes only and are not intended to affect in any way the meaning or interpretation of this Agreement.

(f) Counterparts. This Agreement may be executed in any number of counterparts, each of which when taken together shall be deemed an original constituting one and the same document.

15. Supremacy Clause. It is hereby agreed that the terms and conditions of the Security Instrument, the Note and other Loan Documents, as modified by this Agreement, shall remain in full force and effect and shall be binding upon New Borrower. It is understood and agreed that in the event there are any conflicting or omitted provisions or variations between the terms, conditions, rights, or remedies in the Security Instrument, the Note or any other Loan Document (other than this Agreement) and the terms of this Agreement, those terms, conditions, rights or remedies which are most favorable to Lender shall remain in full force and effect and shall prevail. A default under the terms and conditions of this Agreement shall constitute a default under the terms and conditions of the Security Instrument, the Note and other Loan Documents.

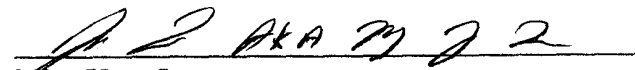
16. Waiver of Trial by Jury. ORIGINAL BORROWER, NEW BORROWER AND NEW GUARANTOR HEREBY WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, THE RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM, WHETHER IN CONTRACT, TORT OR OTHERWISE, RELATING DIRECTLY OR INDIRECTLY TO THE LOAN, THE APPLICATION FOR THE LOAN, THE NOTE, THE LOAN DOCUMENTS OR ANY ACTS OR OMISSIONS OF LENDER, ITS OFFICERS, EMPLOYEES, DIRECTORS OR AGENTS IN CONNECTION THEREWITH.

17. Further Assurances. Original Borrower, New Borrower and New Guarantor shall cooperate with Lender and shall execute and deliver, or cause to be executed and delivered, all such other documents and instruments, and shall take all such other action that Lender may request from time to time in order to accomplish and satisfy the provisions and purposes of this Agreement, including such confirmations and/or corrective instruments as Lender reasonably may require.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Assumption and Release Agreement as of the day and year first above written.

**ORIGINAL BORROWER:**

  
Ming Yang Lee

[Notary Acknowledgment on Following Page]

ACKNOWLEDGMENT

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 San Diego ) : ss.

On 6/12/2018, 2018, before me, Sydney Roberts Zapiec Notary Public,

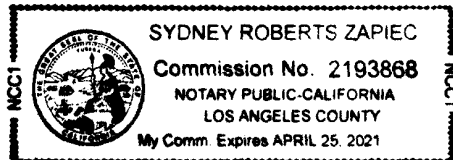
personally appeared Ming Yang Lee, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/~~she~~/they executed the same in his/~~her~~/their authorized capacities, and that by his/~~her~~/their 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.

Sydney Roberts Zapiec

Notary Public



[Seal]

**NEW BORROWER:**

3981 WEST 4700 SOUTH, LLC,  
a Utah limited liability company

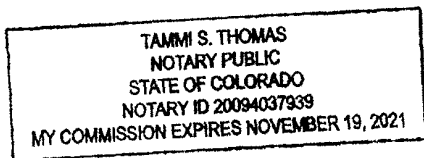
By: Kishore Nayak  
Name: Kishore Nayak  
Title: Member

STATE OF Colorado )  
COUNTY OF Denver )

SS:

On this the 14 day of June, 2018, before me the undersigned officer, personally appeared Kishore Nayak, who acknowledged himself to be the Member of **3981 WEST 4700 SOUTH, LLC**, a Utah limited liability company, and that he as such Member, being authorized to do so, executed the foregoing instrument on behalf of the limited liability company for the purposes therein contained.

WITNESS my hand and seal the day and year aforesaid.

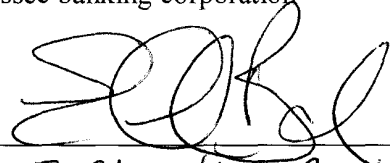


Tammi S. Thomas  
NOTARY PUBLIC

(SEAL)

**LENDER:**

CAPSTAR BANK,  
a Tennessee banking corporation

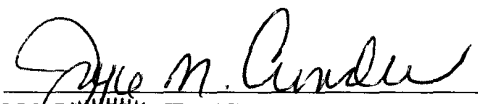
By:   
Name: E. Christian Berham  
Title: SVP

STATE OF INDIANA )  
COUNTY OF HAMILTON )

SS:

On this the 13<sup>th</sup> day of June, 2018, before me the undersigned officer, personally appeared E. Christian Berham, who acknowledged himself to be the SVP of CAPSTAR BANK, a Tennessee banking corporation, and that he as such SVP, being authorized to do so, executed the foregoing instrument on behalf of the banking corporation for the purposes therein contained.

WITNESS my hand and seal the day and year aforesaid.

  
NOTARY PUBLIC  
JOYCE M. CROWDER  
Commission Expires 04-16-2026  
NOTARY PUBLIC  
NOTARY SEAL  
Comm. # 710801  
Hamilton County  
STATE OF INDIANA  
(SEAL)

NEW GUARANTOR:

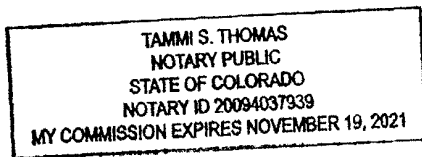
Kishore Nayak  
Kishore Nayak

STATE OF Colorado )  
COUNTY OF Denver )

SS:

On this the 14 day of June, 2018, before me the undersigned officer, personally appeared **Kishore Nayak**, who acknowledged that he executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and seal the day and year aforesaid.



Tammi S Thomas  
NOTARY PUBLIC

(SEAL)

**EXHIBIT A**  
**LEGAL DESCRIPTION**

A part of the Northwest quarter of Section 8, Township 2 South, Range 1 West, Salt Lake Base and Meridian, U.S. Survey in Salt Lake County, Utah:

Beginning at a point on the South line of 4700 South Street located 214.40 feet North 89°58'12" East along the section line, and 53.00 feet South 00°01'48" East from the Northwest corner of said Section 8 and running thence South 00°01'48" East 182.00 feet; thence North 89°58'12" West 191.84 feet to the Easterly line of 4000 West Street; thence Northeasterly along the arc of a 1472.69 foot radius curve to the left a distance of 182.89 feet (center bears North 81°11'50" West, central angle equals 07°06'56" and long chord bears North 05°14'42" East 182.77 feet) along said Easterly line of 4000 West Street to the South line of 4700 South Street; thence North 89°58'12" East 175.04 feet along said South line of 4700 South Street to the point of beginning.

TOGETHER WITH:

All easements, terms and conditions thereof as disclosed in that certain Declaration of Covenants, Conditions, Restrictions and Easements, recorded March 6, 2017 as Entry No. 12489069 in Book 10535 at Page 4772 of official records.

A non-exclusive easement for utilities, appurtenant to Parcel 1, as disclosed in that certain Declaration of Utilities Easement recorded March 6, 2017 as Entry No. 12489094 in Book 10535 at Page 4904 of official records.

A non-exclusive easement for access, appurtenant to Parcel 1, as disclosed in that certain Second

Amendment to Right-of-Way and Easement Grant recorded August 1, 2017 as Entry No. 12587589 in Book 10584 at Page 1447 of official records.