

170699-DMF

Tax Serial Number:  
27-01-251-058

**RECORDATION REQUESTED BY:**  
Goldenwest Federal Credit Union  
5025 South Adams Ave  
Ogden, UT 84403

**WHEN RECORDED MAIL TO:**  
Goldenwest Federal Credit Union  
5025 South Adams Ave  
Ogden, UT 84403

**SEND TAX NOTICES TO:**  
WHITWORTH VENTURES LLC  
1518 WOODLAND PARK DRIVE STE 610  
LAYTON, UT 84041

**FOR RECORDER'S USE ONLY**

### ASSIGNMENT OF RENTS

THIS ASSIGNMENT OF RENTS dated July 28, 2023, is made and executed between WHITWORTH VENTURES LLC, a Utah limited liability company, whose address is 1518 WOODLAND PARK DRIVE STE 610, LAYTON, UT 84041 (referred to below as "Grantor") and Goldenwest Federal Credit Union, whose address is 5025 South Adams Ave, Ogden, UT 84403 (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:

See EXHIBIT A, which is attached to this Assignment and made a part of this Assignment as if fully set forth herein.

The Property or its address is commonly known as 200 WEST 9000 SOUTH, SANDY, UT 84070. The Property tax identification number is 27-01-251-058.

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

**GRANTOR'S WAIVERS.** Grantor waives all rights or defenses arising by reason of any "one action" or "anti-deficiency" law, or any other law which may prevent Lender from bringing any action against Grantor, including a claim for deficiency to the extent Lender is otherwise entitled to a claim for deficiency, before or after Lender's commencement or completion of any foreclosure action, either judicially or by exercise of a power of sale.

**BORROWER'S WAIVERS AND RESPONSIBILITIES.** Lender need not tell Borrower about any action or inaction Lender takes in connection with this Assignment. Borrower assumes the responsibility for being and keeping informed about the Property. Borrower waives any defenses that may arise because of any action or inaction of Lender, including without limitation any failure of Lender to realize upon the Property, or any delay by Lender in realizing upon the Property. Borrower agrees to remain liable under the Note with Lender no matter what action Lender takes or fails to

**ASSIGNMENT OF RENTS  
(Continued)**

Loan No: 4737806.01

Page 2

take under this Assignment.

**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 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

**ASSIGNMENT OF RENTS  
(Continued)**

Loan No: 4737806.01

Page 3

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 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 the occurrence of any Event of Default.

**DEFAULT.** Each of the following, at Lender's option, shall constitute an Event of Default under this Assignment:

**Payment Default.** Borrower fails to make any payment when due under the Indebtedness.

**Other Defaults.** Borrower or Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Assignment or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower or Grantor.

**Default on Other Payments.** Failure of Grantor within the time required by this Assignment to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

**False Statements.** Any warranty, representation or statement made or furnished to Lender by Borrower or Grantor or on Borrower's or Grantor's behalf under this Assignment or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

**Defective Collateralization.** This Assignment or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

**Death or Insolvency.** The dissolution of Grantor's (regardless of whether election to continue is made), any member withdraws from the limited liability company, or any other termination of Borrower's or Grantor's existence as a going business or the death of any member, the insolvency of Borrower or Grantor, the appointment of a receiver for any part of Borrower's or Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower or Grantor.

**Creditor or Forfeiture Proceedings.** Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or Grantor or by any governmental agency against the Rents or any property securing the Indebtedness. This includes a garnishment of any of Borrower's or Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower or Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower or Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

**Property Damage or Loss.** The Property is lost, stolen, substantially damaged, sold, or borrowed against.

**Events Affecting Guarantor.** Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the Indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

**Adverse Change.** A material adverse change occurs in Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

**Insecurity.** Lender in good faith believes itself insecure.

**Cure Provisions.** If any default, other than a default in payment, is curable and if Grantor has not been given a notice of a breach of the same provision of this Assignment within the preceding twelve (12) months, it may be cured if Grantor, after Lender sends written notice to Borrower demanding cure of such default: (1) cures the default within thirty (30) days; or (2) if the cure requires more than thirty (30) days, immediately initiates steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

**ASSIGNMENT OF RENTS  
(Continued)**

Loan No: 4737806.01

Page 4

**RIGHTS AND REMEDIES ON DEFAULT.** Upon the occurrence of any Event of 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 Borrower or Grantor to declare the entire indebtedness immediately due and payable, including any prepayment penalty that Borrower would be required to pay.

**Collect Rents.** Lender shall have the right, without notice to Borrower or 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 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 Weber County, State of Utah.

**Joint and Several Liability.** All obligations of Borrower and Grantor under this Assignment shall be joint and several, and all references to Grantor shall mean each and every Grantor, and all references to Borrower shall mean each and every Borrower. 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.

**ASSIGNMENT OF RENTS  
(Continued)**

Loan No: 4737806.01

Page 5

**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 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 circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other 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.

**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.

**Waiver of Right of Redemption.** NOTWITHSTANDING ANY OF THE PROVISIONS TO THE CONTRARY CONTAINED IN THIS ASSIGNMENT, GRANTOR HEREBY WAIVES ANY AND ALL RIGHTS OF REDEMPTION FROM SALE UNDER ANY ORDER OR JUDGMENT OF FORECLOSURE ON GRANTOR'S BEHALF AND ON BEHALF OF EACH AND EVERY PERSON, EXCEPT JUDGMENT CREDITORS OF GRANTOR, ACQUIRING ANY INTEREST IN OR TITLE TO THE PROPERTY SUBSEQUENT TO THE DATE OF 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 OF RENTS  
(Continued)**

Loan No: 4737806.01

Page 6

**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 WHITWORTH VENTURES LLC, CLARK LEON WHITWORTH, JUSTIN CLARK WHITWORTH, MARK LEON WHITWORTH, JARED H. WHITWORTH, TRAVIS ROBERT JOHNSON and EPHRAIM WILLIAMS.

**Event of Default.** The words "Event of Default" mean any of the events of default set forth in this Assignment in the default section of this Assignment.

**Grantor.** The word "Grantor" means WHITWORTH VENTURES LLC.

**Guaranty.** The word "Guaranty" means the guaranty from guarantor, endorser, surety, or accommodation party to Lender, including without limitation a guaranty of all or part of the Note.

**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 Goldenwest Federal Credit Union, its successors and assigns.

**Note.** The word "Note" means the promissory note dated July 28, 2023, in the original principal amount of **\$11,312,000.00** from Borrower 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 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.

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 JULY 28, 2023.

GRANTOR:

WHITWORTH VENTURES LLC

By:   
CLARK LEON WHITWORTH, Manager of WHITWORTH VENTURES LLC

By:   
JUSTIN CLARK WHITWORTH, Manager of WHITWORTH VENTURES LLC

By:   
MARK LEON WHITWORTH, Manager of WHITWORTH VENTURES LLC

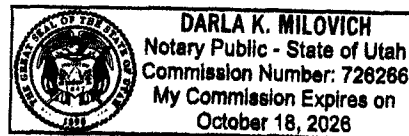
ASSIGNMENT OF RENTS  
(Continued)

Loan No: 4737806.01

Page 7

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Utah )  
 )  
COUNTY OF Salt Lake ) SS  
 )



On this 28<sup>th</sup> day of July, 2023, before me, the undersigned Notary Public, personally appeared CLARK LEON WHITWORTH, Manager of WHITWORTH VENTURES LLC; JUSTIN CLARK WHITWORTH, Manager of WHITWORTH VENTURES LLC; and MARK LEON WHITWORTH, Manager of WHITWORTH VENTURES LLC, and known to me to be members or designated agents 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 they are authorized to execute this Assignment and in fact executed the Assignment on behalf of the limited liability company.

By [Signature]  
Notary Public in and for the State of Utah

Residing at Salt Lake County, UT  
My commission expires 10/18/28

**EXHIBIT A  
PROPERTY DESCRIPTION**

Beginning on the North right of way line of 90th South Street said point being South 89°53'00" West along the centerline of 90th South Street 1441.17 feet and North 00°07'00" West 73.00 feet from an existing monument in the intersection of 9000 South and State Streets, said point also being North 163.39 feet and East 1295.00 feet from the center of Section 1, Township 3 South, Range 1 West, Salt Lake Base and Meridian, and running thence North 00°07'00" West 527.18 feet; thence South 89°53'00" West 413.14 feet; thence South 00°07'00" East 527.18 feet; thence North 89°53'00" East 413.14 feet to the point of beginning.

LESS AND EXCEPTING THEREFROM the following described property:

A parcel of land in fee for a connector road incident to the reconstruction of a freeway known as Project No. 15-7, being part of an entire tract of property situate in the Southwest quarter of the Northeast quarter of Section 1, Township 3 South, Range 1 West, Salt Lake Base and Meridian. The boundaries of said parcel of land are described as follows:

Beginning in the Northerly Right of Way line of 9000 South Street at the Southeast corner of said entire tract, which point is 439.269 meters South 89°53'00" West along the monument line in said 9000 South Street and 22.250 meters North 00°07'00" West from a Salt Lake County Monument in the intersection of 9000 South Street and State Street (Note: said point of beginning is also 394.716 meters (by deed, but 397.313 meters by measurement) East and 49.801 meters (by deed, but 50.562 meters by measurement) North from the center of Section 1), said point of beginning being 8.967 meters perpendicularly distant Westerly from the centerline of said connector road known as Monroe Street North of said project at Engineer Station 12 + 016.237; and running thence North 00°07'00" West 8.000 meters along the Easterly boundary line of said entire tract to a point 8.939 meters perpendicularly distant Westerly from said centerline at Engineer Station 12 + 024.237; thence South 44°53'00" West 11.314 meters to the Southerly boundary line of said entire tract and the Northerly right of way line of 9000 South Street; thence North 89°53'00" East 8.000 meters along said Southerly boundary line and Northerly Right of Way line to the point of beginning as shown on the official map of said project on file in the office of the Utah Department of Transportation.

ALSO LESS AND EXCEPTING THEREFROM the following described property:

A parcel of land in fee for a connector road incident to the reconstruction of a freeway known as Project No. 15-7, being part of an entire tract of property situate in the Southwest quarter of the Northeast quarter of Section 1, Township 3 South, Range 1 West, Salt Lake Base and Meridian. The boundaries of said parcel of land are described as follows:

Beginning at the Northeast corner of said entire tract, which point is 439.269 meters South 89°53'00" West along the monument line in 9000 South Street and 182.935 meters North 00°07'00" West from a Salt Lake County monument in the intersection of said 9000 South Street and State Street (Note: said point of beginning is also 396.986 meters North 89°58'43" East along the quarter section line and 211.097 meters North from the center of said Section 1), said point of beginning being 8.401 meters perpendicularly distant Westerly from the centerline of said connector road known as Monroe Street North of said project at Engineer Station 12 + 176.921; and running thence South 00°07'00" East 9.010 meters along the Easterly boundary line of said entire tract to a point which is 8.432 meters perpendicularly distant Westerly from the centerline of said connector road at Engineer Station 12 + 167.911; thence North 45°07'00" West 12.742 meters to the Northerly boundary line of said entire tract at a point 9.445 meters perpendicularly distant Southerly from the centerline of said connector road known as 8920 South Street of said project at Engineer Station 18 + 408.844; thence North 89°53'00" East 9.010 meters along said Northerly boundary line parallel to said centerline to the point of beginning as shown on the official map of said project on file in the office of the Utah Department of Transportation.

ALSO LESS AND EXCEPTING THEREFROM the following described property:

A parcel of land in fee, being part of an entire tract of property situate in the Southwest quarter of Northeast



quarter of Section 1, Township 3 South, Range 1 West, Salt Lake Base and Meridian. The boundaries of said parcel of land are described as follows:

Beginning at a Southeast corner of said entire tract in the Northerly right of way line of the existing highway State Route 209 which corner is 1,441.17 feet (alternately 439.269 meters by record) South 89°53'00" West and 73.00 feet (alternately 22.250 meters by record) North 00°07'00" West and 26.25 feet (8.00 meters by record) South 89°53'00" West from a Salt Lake County monument in the intersection of 9000 South Street and State Street, said corner is also approximately 48.29 feet perpendicularly distant Northerly from the control line of said project opposite engineer station 0+66.49; and running thence South 89°53'00" West 11.31 feet along said Northerly right of way line to a point 48.36 feet perpendicularly distant Northerly from said control line; thence North 44°53'00" East 44.39 feet to a line parallel with and 35.00 feet perpendicularly distant Westerly from the control line of Monroe Street opposite engineer station 606+32.62; thence North 00°14'13" West 91.56 feet along said parallel line to a point opposite engineer station 607+24.18; thence North 06°39'40" East 41.63 feet to a line parallel with and 30.00 feet perpendicularly distant Westerly from said control line opposite engineer station 607+65.51; thence North 00°14'13" West 30.96 feet along said parallel line to a point opposite engineer station 607+96.47 feet; thence North 89°34'53" East 1.52 feet to the Westerly right of way line of Monroe Street; thence South 00°07'00" East 169.00 feet along said Westerly right of way line to a Southeast corner of said entire tract; thence South 44°53'00" West 37.12 feet (11.314 meters by record) along said Northerly right of way line to the point of beginning as shown on the official map of said project on file in the office of the Utah Department of Transportation.

ALSO LESS AND EXCEPTING THEREFROM the following described property:

A parcel of land in fee for the widening of the existing highway State Route 209 known as Project No. F-0209(31)7, being part of an entire tract of property situate in the Southwest quarter of Northeast quarter of Section 1, Township 3 South, Range 1 West, Salt Lake Base and Meridian. The boundaries of said parcel of land are described as follows:

Beginning at a point in said existing Northerly right of way line, which point is 1,478.22 feet South 89°53'00" West and 73.00 feet North 00°07'00" West from a Salt Lake County monument in the intersection of SR-209 (9000 South Street) and State Street, said point is also 166.19 feet North 00°01'02" East along the section line and 1,266.58 feet South 89°58'58" East from the center quarter corner of said Section 1, said point is also approximately 55.95 feet perpendicularly distant Northerly from the control line of said project opposite engineer station 119+16.22; and running thence along said existing Northerly right of way line the following three (3) courses: (1) South 89°53'00" West 434.09 feet; (2) North 88°13'07" West 62.26 feet and (3) South 89°52'22" West (South 89°53'00" West by record) 66.05 feet to the Northerly right of way and no-access line of said existing highway; thence along said existing Northerly right of way and no-access line the following four (4) courses: (1) South 89°52'22" West (South 89°53'00" West by record) 124.71 feet; (2) North 75°05'47" West 108.27 feet, (3) North 50°39'07" West 49.21 feet and (4) North 27°07'50" West 11.66 feet to a point designated as Point "A", which point is 132.43 feet perpendicularly distant Northerly from said control line opposite engineer station 110+81.70; thence North 61°24'53" East 5.44 feet to a point 135.00 feet perpendicularly distant Northerly from said control line opposite engineer station 110+86.50; thence South 39°25'56" East 13.51 feet to the beginning of a 132.44 foot radius non-tangent curve to the left at a point 124.50 feet perpendicularly distant Northerly from said control line opposite engineer station 110+95.00; thence Southeasterly along the arc of said curve 85.57 feet through a delta of 37°01'06" (Note: chord to said curve bears South 62°48'35" East for a distance of 84.09 feet) to the beginning of a 1,328.87 foot radius non-tangent curve to the left at a point 85.50 feet perpendicularly distant Northerly from said control line opposite engineer station 111+69.50; thence Easterly along the arc of said curve 185.75 feet through a delta of 08°00'32" (Note: chord to said curve bears South 84°14'46" East for a distance of 185.60 feet) to the beginning of a 1,328.87 foot radius non-tangent curve to the left at a point designated as Point "B", which point is 65.47 feet perpendicularly distant Northerly from said control line opposite engineer station 113+54.02; thence along the arc of said curve 51.99 feet through a delta of 02°14'31" (Note: chord to said curve bears South 89°22'18" East 51.99 feet) to a point 64.50 feet perpendicularly distant Northerly from said control line opposite engineer station 114+06.00; thence North 89°46'05" East 242.58 feet to a point 63.61 feet perpendicularly distant Northerly from said control line opposite engineer station 116+48.58; thence South 89°59'37" East 270.43 feet to the beginning of a 24.23 foot radius non-tangent curve to the left; thence Easterly along the arc of said curve 2.90 feet through a delta of 06°51'32" (Note: chord to said curve bears North 88°18'34" East for a distance of 2.90 feet) to said existing Northerly right of way line at a point 61.56 feet perpendicularly distant Northerly from said control

line opposite engineer station 119+21.90; thence South 44°51'38" West 7.99 feet along said existing Northerly right of way line to the point of beginning as shown on the official map of said project on file in the office of the Utah Department of Transportation.

ALSO LESS AND EXCEPTING THEREFROM the following described property:

A parcel of land in fee for the widening of the existing highway State Route 209 known as Project No. F-0209(31)7, being part of an entire tract of property situate in the Southwest quarter of Northeast quarter of Section 1, Township 3 South, Range 1 West, Salt Lake Base and Meridian. The boundaries of said parcel of land are described as follows:

Beginning at a point in the Southeasterly boundary line of said entire tract which point is 1,478.22 feet South 89°53'00" West and 73.00 feet North 00°07'00" West and 7.99 feet North 44°51'38" East from a Salt Lake County monument in the intersection of SR-209 (9000 South Street) and SR-89 (State Street), said point is 171.85 feet North 00°01'02" East along the section line and 1,272.21 feet South 89°58'58" East from the center quarter corner of said Section 1, said point is also approximately 61.56 feet perpendicularly distant Northerly from the control line of said project opposite engineer station 119+21.90; and running thence Westerly along the arc of a 24.23 foot radius non-tangent curve to the right (Note: center bears South 89°48'49" East) 2.90 feet through a delta of 06°51'32" (Note: chord to said curve bears South 88°18'35" West for a distance of 2.90 feet); thence North 89°59'37" West 270.43 feet; thence South 89°46'05" West 242.58 feet to the beginning of a 1,328.87 foot radius curve to the right; thence Westerly along the arc of said curve 51.99 feet through a delta of 02°14'31" (Note: chord to said curve bears North 89°22'18" West for a distance of 51.99 feet) to a point 65.47 feet perpendicularly distant Northerly from said control line opposite engineer station 113+54.02; thence continuing along the arc of said curve 185.75 feet through a delta of 08°00'32" (Note: chord to said curve bears North 84°14'46" West for a distance of 185.60 feet) to the beginning of a 132.44 foot radius curve to the right; thence Northwest along the arc of said curve 85.57 feet through a delta of 37°01'06" (Note: chord to said curve bears North 62°48'35" West for a distance of 84.09 feet); thence North 39°25'56" West 13.51 feet to a point 135.00 feet perpendicularly distant Northerly from said control line opposite engineer station 110+86.50; thence North 61°24'53" East 8.15 feet to a point 138.84 feet perpendicularly distant Northerly from said control line opposite engineer station 110+93.68; thence South 39°25'56" East 11.63 feet to the beginning of a 124.44 foot radius curve to the left at a point 129.80 feet perpendicularly distant Northerly from said control line opposite engineer station 111+01.00; thence Southeasterly along the arc of said curve 33.14 feet through a delta of 15°15'24" (Note: chord to said curve bears South 52°04'59" East for a distance of 33.04 feet) to a point designated as Point "A", which point is 109.30 feet perpendicularly distant Northerly from said control line opposite engineer station 111+26.91; thence continuing Southeasterly along the arc of said curve 41.66 feet through a delta of 19°10'50" (Note: chord to said curve bears South 69°18'06" East for a distance of 41.47 feet) to the beginning of a 1,320.87 foot radius curve to the left at a point 94.34 feet perpendicularly distant Northerly from said control line opposite engineer station 111+65.58; thence Easterly along the arc of said curve 190.06 feet through a delta of 08°14'39" (Note: chord to said curve bears South 84°07'43" East for a distance of 189.89 feet) to a point designated as Point "B", which point is 73.46 feet perpendicularly distant Northerly from said control line opposite engineer station 113+54.32; thence continuing Easterly along the arc of said curve 51.70 feet through a delta of 02°14'33" (Note: chord to said curve bears South 89°22'19" East for a distance of 51.70 feet) to a point 72.50 feet perpendicularly distant Northerly from said control line opposite engineer station 114+06.01; thence North 89°46'05" East 242.61 feet to a point 71.61 feet perpendicularly distant Northerly from said control line opposite engineer station 116+48.62; thence South 89°59'37" East 281.22 feet to a point in said existing Northerly right of way line which point is 69.42 feet perpendicularly distant Northerly from said control line; thence South 44°51'38" West 11.16 feet along said existing Northerly right of way line to the point of beginning as shown on the official map of said project on file in the office of the Utah Department of Transportation.

ALSO LESS AND EXCEPTING THEREFROM the following described property:

A parcel of land in fee for the widening of the existing Monroe Street known as Project No. F-0209(47)12, being part of an entire tract of property situate in the Southwest quarter of Northeast quarter of Section 1, Township 3 South, Range 1 West, Salt Lake Base and Meridian. The boundaries of said parcel of land are described as follows:

Beginning at a point in the existing Northerly right of way line of 9000 South Street (SR-209), which point is 1,464.64 feet South 89°53'00" West along the monument line of said 9000 South Street and 86.55 feet North 00°07'00" West from a monument at the intersection of said 9000 South Street and State Street, said point is also 179.38 feet North and 1,280.18 feet East from the center of said Section 1, said point is also 32.60 feet perpendicularly distant Westerly from the Monroe Street Right of Way Control Line opposite approximate engineer station 28+86.59; and running thence North 89°59'37" West 44.40 feet along said existing Northerly right of way line to a point 77.00 feet perpendicularly distant Westerly from said control line opposite engineer station 28+86.89; thence North 45°06'16" East 32.96 feet to a point 53.50 feet perpendicularly distant Westerly from said control line opposite engineer station 29+10.00; thence North 00°22'44" West 397.00 feet along a line parallel with said control line to a point opposite engineer station 33+07.00; thence North 03°02'42" East 58.60 feet to a point 50.00 feet perpendicularly distant Westerly from said control line opposite engineer station 33+65.50; thence North 42°30'05" West 46.96 feet to the existing Southerly right of way line of 8930 South Street at a point 81.50 feet perpendicularly distant Westerly from said control line opposite engineer station 34+00.33; thence North 89°52'22" East 45.07 feet along said existing Southerly right of way line to the existing Westerly right of way line of Monroe Street; thence along said existing Westerly right of way line the following seven (7) courses: (1) South 45°05'56" East 41.74 feet; (2) South 00°06'59" East 302.37 feet; (3) South 89°44'26" West 1.49 feet; (4) South 00°15'34" East 31.46 feet; (5) South 06°38'19" West 41.63 feet; (6) South 00°15'34" East 91.56 feet and (7) South 44°51'33" West 24.40 feet to the point of beginning as shown on the official map of said project on file in the office of the Utah Department of Transportation.

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