

**To be recorded with the Salt Lake County  
Recorder—Utah Code § 57-25-108**

**When Recorded Return To:**

Mr. George F. Hauser  
269 Brooklyn LLC  
313 Eureka Street  
San Francisco, California 94114

**With Copy To:**

Project Manager, Voluntary Cleanup Program Site ID C103  
Utah Department of Environmental Quality  
Division of Environmental Response and Remediation  
195 North 1950 West  
P.O. Box 144840  
Salt Lake City, Utah 84114-3100

**Tax Parcels:**

**15-12-406-004-0000  
15-12-406-013-0000  
15-12-406-017-0000**

**ENVIRONMENTAL COVENANT**

1. This Environmental Covenant is executed by 269 Brooklyn LLC, a limited liability company, entity no. 11787880-0160 (“269 Brooklyn”) and JCI Inc., a Utah corporation (“JCI”), together as owner (“Owner”), grantor (“Grantor”) and holder (“Holder”), and the Director of the Utah Division of Environmental Response and Remediation (“Director”) on behalf of the Utah Department of Environmental Quality (“UDEQ”), pursuant to the Utah Environmental Covenants Act, Utah Code § 57-25-101 *et seq.* (the “Act”) for the purpose of subjecting the real property described in Paragraph 3 and Exhibit A attached hereto (the “Property”) to the activity and use limitations set forth herein. This Environmental Covenant shall run with the land, pursuant to and subject to the Act. This Environmental Covenant shall be perpetual unless amended or terminated in accordance with the Act and Paragraph 21.

2. Notice of Contamination. Notice is hereby given that the Property is or may be contaminated with a contaminant as defined in Utah Code § 19-8-102(5). This Environmental Covenant is imposed to mitigate the risk to human health and the environment.

3. Property. This Environmental Covenant concerns real property located at 255 West Brooklyn Ave., 259 West Brooklyn Ave., and 269 West Brooklyn Avenue, Salt Lake City, Salt Lake County, Utah, parcel numbers 15-12-406-004-0000, 15-12-406-013-0000 and 15-12-406-017-0000, more particularly described in Exhibit A attached hereto (“Property”). JCI and 269 Brooklyn own the Property.

4. Environmental Response Project.

- A. 269 Brooklyn LLC and 1050 S Washington LLC applied to conduct an environmental response project on the Property under the authority of the Voluntary Cleanup Program (“VCP”), Title 19, Chapter 8 of the Utah Code, administered by the Division of Environmental Response and Remediation (“DERR”), a division of the Utah Department of Environmental Quality (“UDEQ”). The VCP was assigned Site ID #C103 and titled Bumper House and Chrome Works (“Site”). Work at the Site is being conducted in two phases, the northern portion of the Site and the southern portion of the Site. This Environmental Covenant is for the northern portion of the Site only, which is comprised of the above-defined Property (“Northern Portion”).
- B. Operations on the Northern Portion of the Site included a plastics warehouse and a repaired bumper warehouse. Primary contaminants of concern in soils above cleanup levels include arsenic and lead, cadmium, hexavalent chromium, and benzo(a)pyrene. The groundwater has been impacted by off-site sources with tetrachloroethylene (“PCE”) and trichloroethylene (“TCE”). Concentrations of TCE have been reported at or above the vapor intrusion screening level (“VISL”).
- C. A Remedial Action Plan (“RAP”) was developed to facilitate the cleanup and redevelopment of the Site. The remedial activities conducted as part of the RAP included excavation of 3,724.37 tons of soil, off-site disposal at a licensed facility, confirmatory sampling, and a vapor mitigation strategy. Based on data obtained during the completion of remedial action activities in accordance with the RAP, confirmation soil sample results are below the Remedial Action Objectives/Cleanup Criteria, except in the vicinity of sample location SW-N4A (on the northeast portion of the Northern Portion of the Site, and identified in Figure 3 - RAP Confirmatory Soil Sample Location Map of the SMP), where the site-specific background concentration was exceeded for arsenic.
- D. The residual contamination will be managed and maintained under a Site Management Plan dated November 11, 2025, as may be amended from time to time without amendment to this Environmental Covenant (“SMP”).

5. Administrative Record. The Property is within a VCP Site. The VCP Site is titled Bumper House and Chrome Works. The VCP Site ID number is Site ID #C103. The Site is located in Salt Lake City, Salt Lake County, Utah. The administrative record for the Site is on file with DERR.

Bumper House and Chrome Works Environmental Covenant

6. Grantor. 269 Brooklyn and JCI are the Grantors of this Environmental Covenant and will be referred to collectively as the Grantor. The Grantor of this Environmental Covenant is also an Owner of the Property as defined in Paragraph 7 and a Holder as defined in Paragraph 10, below.

7. Owner. An “Owner” is any person or entity that holds any interest in the Property, including, without limitation, the owner of the fee simple estate, any assign, successor-in-interest, mortgagee, lender, easement holder, lessee, and any other person or entity who acquires any interest whatsoever in the Property, or any portion thereof, whether or not any reference to this Environmental Covenant or its provisions are contained in the deed or other conveyance instrument, or other agreements by which such person or entity acquires its interest in the Property or any portion thereof. An “Owner” is neither the Agency as defined in the Act and herein, nor a Holder under this Environmental Covenant who holds no other interest in the Property.

8. Transferees. A Transferee is a person or entity to whom an Owner transfers the Owner’s obligations under this Environmental Covenant. A Transferee is any assign or successor in interest, including without limitation a future owner of an interest in fee simple, mortgagee, lender, easement holder, lessee, and any other person or entity who acquires any interest whatsoever in the Property, or any portion thereof, whether or not any reference to this Environmental Covenant or its provisions are contained in the deed or other conveyance instrument, or other agreements by which such person or entity acquires its interest in the Property or any portion thereof.

9. Transfer of Obligations. Except as provided in this Environmental Covenant, when the Owner of any interest transfers that interest to a Transferee, the Owner’s obligations under this Environmental Covenant transfer to the Transferee, who then becomes an Owner. When the Owner of the fee simple estate transfers a lesser interest, or when an Owner who holds a lesser interest transfers that lesser interest or any portion thereof, the Owner’s obligations under this Environmental Covenant continue and the Transferee acquires the same obligations to the extent of the interest it acquires. Notwithstanding the foregoing, nothing herein shall relieve an Owner of an interest in the Property of its responsibilities to comply with the terms hereof and all other provisions of applicable law or of responsibility for its failure to comply during the time it held an interest in the Property.

10. Holder. 269 Brooklyn and JCI, as Grantor and Owner, are also Holders of this Environmental Covenant as defined in the Act.

11. Rights and Obligations of Holder. Any Holder may enforce this Environmental Covenant. A Holder’s obligations hereunder are limited to the specific provisions and the limited purposes described in this Environmental Covenant. A Holder may be removed and replaced through an amendment to this Environmental Covenant as described in paragraph 21. Subject to the provisions hereof, a Holder’s rights and obligations survive the transfer of the Property.

12. Agency. The Utah Department of Environmental Quality is the Agency under this Environmental Covenant as defined in the Act. The Agency may enforce this Environmental Covenant. The Agency assumes no affirmative duties through the execution of this Environmental Covenant.

13. Activity and Use Limitations and Maintenance Requirements. As part of the VCP environmental response project described above, Grantor hereby imposes, and any Owner shall comply with, the following activity and use limitations and maintenance requirements:

A. Activity and Use Limitations:

- i. Groundwater shall not be accessed for drinking water, irrigation or bathing purposes.
- ii. Land Use Limitations. Residential land use is acceptable below grade or at the ground level of the Property if vapor mitigation has been addressed to the approval of UDEQ in accordance with the SMP.

B. Site Management Plan. The Owner shall comply with the SMP in the administrative record described above. The requirements include installation, management and maintenance of the vapor mitigation strategies, annual inspections and documentation, and reporting obligations as described in the SMP.

C. Future Development or Disturbances. The SMP describes steps that shall be taken when there are construction activities and events that may result in disturbances of impacted soil, such as excavations in the vicinity of sample location SW-N4A (on the northeast portion of the Northern Portion of the Site). The Owner shall develop a work plan to properly characterize, handle and dispose of any soil potentially contaminated with metals in accordance with the SMP. Management of impacted soil leaving the Site must be consistent with all pertinent federal, state and local environmental laws.

D. Worker Health and Safety. The Owner shall inform any workers conducting work at the Property of the potential soil or groundwater impacts that could be encountered at the Property. The Owner shall require contractors that work on the Property, and that could come into contact with soil and groundwater impacts, to comply with the SMP and have a Health and Safety Plan that specifically addresses the tasks and potential areas that could be encountered and any appropriate procedures or personal protective equipment (“PPE”) that is required.

E. SMP Compliance Reporting. Owners or Holders shall submit written documentation to the UDEQ in a manner consistent with the SMP verifying that the activity and use limitations remain in place and are being followed.

14. Notice of Breach. If any event or action by or on behalf of a person or entity who holds an interest in or holds an encumbrance on the Property constitutes a breach of the activity and use limitations, the Owner shall notify the Agency within thirty (30) days of becoming aware of the event or action, and shall remedy the breach of the activity and use limitations within sixty (60) days of becoming aware of the event or action. This paragraph does not change or limit any requirements or time frames for inspections, reporting, maintenance or repair as set forth in the SMP as referenced in Paragraph 13.

15. Running with the Land. This Environmental Covenant shall be binding upon the Owner and all assigns and successors in interest, including any Transferee, and shall run with the land pursuant to Utah Code § 57-25-105, subject to amendment or termination as set forth in the Act and herein.

16. Compliance Enforcement. Compliance with this Environmental Covenant may be enforced pursuant to the Utah Code § 57-25-111. Failure to timely enforce this Environmental Covenant or the activity and use limitations contained herein by any party shall not bar subsequent enforcement by such party and shall not be deemed a waiver of a party's right to take action to enforce this Environmental Covenant. Nothing in this Environmental Covenant shall restrict the Agency from exercising any authority under applicable law. If the Property is not used and maintained in accordance with Paragraph 13 entitled "Activity and Use Limitations and Maintenance Requirements," such noncompliance shall constitute a change of use, possibly subjecting the Property, Owner, and Transferee to additional remedies and/or actions.

17. Rights of Access. For itself and any Owner, the Grantor hereby permanently grants the rights of ingress, egress, and access to the Property to the Agency, the Holder(s), the Salt Lake County Health Department, and their respective authorized officers, employees, representatives and contractors for any necessary inspections, response actions, and implementation or enforcement of this Environmental Covenant. Nothing in this Environmental Covenant shall be interpreted as limiting any access and inspection authorities of the Agency or the Agency's authorized officers, employees and representatives under applicable law.

18. Compliance Reporting. Upon request from the Agency, Owner shall submit to the Agency written documentation verifying compliance with the Activity and Use Limitations. If Owner is not in compliance with the Activity and Use Limitations, the Owner shall submit written documentation to the Agency explaining which Activity and Use Limitations are not being complied with, the actions Owner will take to remedy noncompliance, and a proposed schedule for completing such actions.

19. Notice upon Conveyance. Owner shall notify the Agency and Holder(s) within twenty (20) days after each transfer of ownership of all or any portion of the Property. Owner's notice to the Agency and Holder(s) shall include the name, address and telephone number of the Transferee, a copy of the deed or other documentation evidencing the conveyance, and an

unsurveyed plat that shows the boundaries of the Property being transferred. Instruments that convey any interest in the Property (fee, leasehold, easement, encumbrance, etc.) shall include a notification to the person or entity who acquires the interest that the Property is subject to this Environmental Covenant and shall identify the date, entry no., book and page number at which this Environmental Covenant is recorded in the records of the Salt Lake County Recorder, in the State of Utah. Failure to provide notification shall have no effect upon the enforceability and duty to comply with this Environmental Covenant.

20. Representations and Warranties. Grantor hereby represents and warrants to the other signatories hereto:

- A. That Grantor is the sole owner of the Property;
- B. That Grantor holds fee simple title to the Property which is subject to the interests or encumbrances identified in Real Property Title Report attached hereto as Exhibit B and incorporated by reference herein;
- C. That Grantor has the power and authority to enter into this Environmental Covenant, to grant the rights and interests herein provided and to carry out all obligations hereunder;
- D. That Grantor has identified all other persons that own an interest in or hold an encumbrance on the Property, has notified such persons of Grantor's intention to enter into this Environmental Covenant; and
- E. That this Environmental Covenant will not materially violate or contravene or constitute a material default under any other agreement, document, or instrument to which it is a party or by which Grantor may be bound or affected.

21. Amendment or Termination. This Environmental Covenant may be amended or terminated pursuant to the Act. Except as set forth herein, Grantor and Holder waive any and all rights to consent or notice of amendment or termination concerning any parcel of the Property to which Grantor or Holder has no fee simple interest at the time of amendment or termination of this Environmental Covenant. Nothing in this Environmental Covenant shall be interpreted to mean that the Agency waives the right to consent to or notice of amendment or termination of this Environmental Covenant.

22. Effective Date, Severability and Governing Law. The effective date of this Environmental Covenant shall be the date upon which the fully executed Environmental Covenant has been recorded as a document of record for the Property with the Salt Lake County Recorder. If any provision of this Environmental Covenant is found to be unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired. This Environmental Covenant shall be governed by and interpreted in accordance

with the laws of the State of Utah.

23. Recordation and Distribution of Environmental Covenant. Within thirty (30) days after the date of the final required signature upon this Environmental Covenant, Grantor shall file this Environmental Covenant for recording in the same manner as a deed to the Property with the Salt Lake County Recorder's Office. Grantor shall distribute a file-and-date stamped copy of the recorded Environmental Covenant to the Agency, Holder(s), and the Salt Lake County Health Department.

24. Notice. Unless otherwise notified in writing, any document or communication required by this Environmental Covenant shall be submitted to:

*If to Agency:*

Project Manager (Bumper House and Chrome Works VCP site #C103)  
Department of Environmental Quality  
Division of Environmental Response and Remediation  
195 North 1950 West  
P.O. Box 144840  
Salt Lake City, Utah 84114-4840

*If to 269 Brooklyn LLC:*

George F. Hauser  
269 Brooklyn, LLC  
313 Eureka St.  
San Francisco, California 94114

*If to JCI Inc.:*

Jess Curtis  
JCI Inc.  
915 Sugar Plum Court  
North Salt Lake, Utah 84054

25. Governmental Immunity. In executing this Environmental Covenant, the Agency does not waive governmental immunity afforded by law. The Grantor, Owner, and Holder(s), for themselves and their successors, assigns, and Transferees, hereby fully and irrevocably release and covenant not to sue the State of Utah, its agencies, successors, departments, agents, and employees (collectively, the "State") from any and all claims, damages, or causes of action arising from, or on account of, the activities carried out pursuant to this Environmental Covenant except for an action to amend or terminate the Environmental Covenant pursuant to Utah Code §§ 57-25-109

Bumper House and Chrome Works Environmental Covenant

and -110 or for a claim against the State arising directly or indirectly from or out of actions of employees of the State that would result in (i) liability to the State of Utah under Utah Code § 63G-7-301 of the Governmental Immunity Act of Utah, Utah Code § 63G-7-101 *et seq.* or (ii) individual liability for actions not covered by the Governmental Immunity Act as indicated in Utah Code §§ 63G-7-202 and -902 as determined in a court of law.

26. Payment of Agency's Costs. Owner shall reimburse Agency for technical reviews, inspections and other actions contemplated in this Environmental Covenant, performed by Agency pursuant to the enforcement or protection of this Environmental Covenant. Costs may be invoiced based on actual costs incurred by Agency or on the fee schedule approved by the Utah Legislature, or both, as applicable.

The undersigned representatives of Owners, Grantors and Holders and the undersigned representative of UDEQ represent and certify that they are authorized to agree to the conditions and obligations contained herein and to execute this Environmental Covenant.

**IT IS SO AGREED:**

**269 Brooklyn, LLC**  
**A Utah limited liability company,**  
**As Grantor, Owner and Holder**



George Hauser, Sole Member

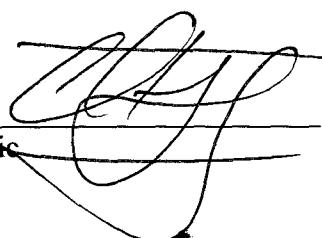
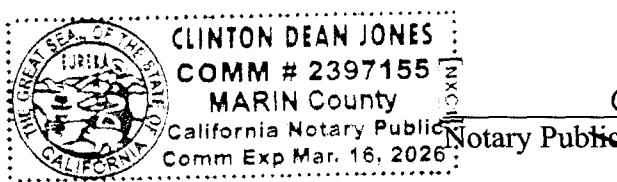


Date

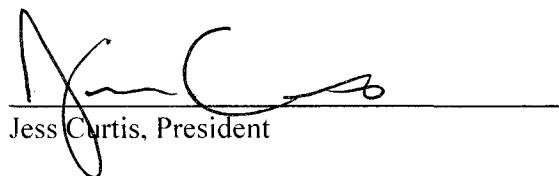
State of ~~Utah~~ California )  
County of ~~Salt Lake~~ Marin )<sup>ss</sup>

Before me, a notary public, in and for said county and state, personally appeared George F. Hauser, a duly authorized representative of 269 Brooklyn LLC, as Grantor, Owner and Holder, who acknowledged to me that he did execute the foregoing instrument on behalf of 269 Brooklyn LLC for the purposes stated therein.

IN TESTIMONY WHEREOF, I have subscribed my name and affixed my official seal  
this 3 day of 2025. *December*



**JCI, Inc.**  
**A Utah corporation**  
**As Grantor, Owner and Holder**

  
Jess Curtis, President

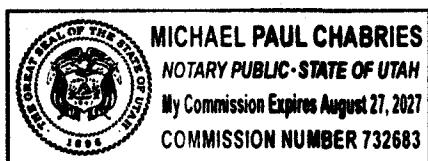
12/5/25

Date

State of Utah )  
: ss.  
County of Salt Lake )

Before me, a notary public, in and for said county and state, personally appeared Jess Curtis, a duly authorized representative of JCI, Inc., as Grantor, Owner and Holder, who acknowledged to me that he did execute the foregoing instrument on behalf of JCI, Inc., for the purposes stated therein.

IN TESTIMONY WHEREOF, I have subscribed my name and affixed my official seal this December 5<sup>th</sup> day of 2025.

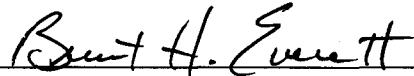


  
Michael P Chabries  
Notary Public

Bumper House and Chrome Works Environmental Covenant

## UTAH DEPARTMENT OF ENVIRONMENTAL QUALITY

The Utah Department of Environmental Quality authorized representative identified below hereby approves the foregoing environmental covenant pursuant to Utah Code §§ 57-25-102(2) and 57-25-104(1)(e).



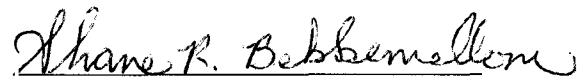
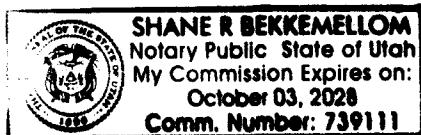
Brent H. Everett, Director  
Division of Environmental Response and Remediation  
Utah Department of Environmental Quality



Date

State of Utah )  
: ss.  
County of Salt Lake )

On this 9<sup>th</sup> day of December, 2025, appeared before me Brent H. Everett, an authorized representative of the Utah Department of Environmental Quality, personally known to me, or whose identity has been satisfactorily established to me, who acknowledged to me that he executed the foregoing environmental covenant.



Shane R. Bekkemelom  
Notary Public

Bumper House and Chrome Works Environmental Covenant

## EXHIBIT A

### Legal Description

#### **255 W., 259 W., and 269 W. Brooklyn Ave., Salt Lake City, UT 84101**

Salt Lake County Parcel numbers: 15-12-406-004-0000, 15-12-406-013-0000, 15-12-406-017-0000

Parcel 1:

THE WEST 10 FEET OF LOT 4, ALL OF LOT 5 AND THE EAST 2 ½ OF LOT 6, BLOCK 2, WEST DRIVE SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF, FILED IN BOOK "B" OF PLATS AT PAGE 91 IN THE OFFICIAL RECORDS OF THE SALT LAKE COUNTY RECORDER.

Tax Parcel No. 15-12-406-004-0000

Parcel 2:

THE WEST 22 ½ FEET OF LOT 6, ALL OF LOT 7 AND THE EAST 12 ½ FEET OF LOT 8, BLOCK 2, WEST DRIVE SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF, FILED IN BOOK "B" OF PLATS AT PAGE 91 IN THE OFFICIAL RECORDS OF THE SALT LAKE COUNTY RECORDER.

Tax Parcel No. 15-12-406-013-0000

Parcel 3:

THE WEST HALF OF LOT 8, ALL OF LOTS 9, 10, 11 AND 12, BLOCK 2, WEST DRIVE SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF, FILED IN BOOK "B" OF PLATS AT PAGE 91 IN THE OFFICIAL RECORDS OF THE SALT LAKE COUNTY RECORDER.

Tax Parcel No. 15-12-406-017-0000

# EXHIBIT B



1996 East 6400 South, Suite 120, Salt Lake City, UT 84121  
Phone: 801 277 9999 | Fax: 801 277 1411

## REAL PROPERTY TITLE REPORT

### NOTICE

At your request, Cottonwood Title Insurance Agency, Inc. ("Cottonwood") has conducted a search of public records and provides the following Report based on that search. **Please note that this Report is NOT: (i) title insurance; (ii) a commitment for title insurance; (iii) an abstract of title; or (iv) a guarantee of the status of title or of any information reflected in this Report.** No representation is made or liability assumed as to the effect, completeness, validity, priority or the accuracy of any disclosure herein or the various documents reported herein. The Report is provided as an accommodation to you for informational purposes only, and any liability of Cottonwood in connection with this Report is strictly limited to the compensation Cottonwood receives from you for issuing the Report.

If you desire title insurance or a guarantee respecting any information reflected in this Report, please notify Cottonwood so that Cottonwood may assist you in obtaining such coverage through one of our title insurance underwriters.

### REPORT

File Number: 195555-JTF

1. Effective Date: October 31, 2025 at 7:30AM
2. The estate or interest in the land described or referred to in this Report is Fee Simple and title thereto is at the effective date hereof vested in:  
269 Brooklyn LLC, a Utah limited liability company and JCI, Inc, a Utah Corporation, as their interests may appear
3. The land referred to in this Report is situated in the County of Salt Lake, State of Utah, and is described as follows:

**See Exhibit A attached hereto**

NOTE: Parcel Identification Numbers: 15-12-406-004, 15-12-406-013 and 15-12-406-017 (for reference purposes only)

The property described herein also known by the street address of:

255, 259 and 269 West Brooklyn Avenue  
Salt Lake City, UT 84101

## RECORD MATTERS

The search of public records conducted by Cottonwood for this Report did not include a search of the State Construction Registry or any other non-public record sources. Cottonwood makes no representations, and disclaims any liability, concerning the existence or absence of any filings or other information on the State Construction Registry.

The following items of record may affect title to the land:

1. Taxes for the year 2025 are a lien now due and payable in the amount of \$7,257.10 but will not become delinquent until November 30, 2025 under Parcel No. 15-12-406-004.

**Taxes for 2024 are a lien past due and payable in the amount of \$5,766.95, plus penalties and interest under Parcel No. 15-12-406-004.**

Taxes for the year 2025 are a lien now due and payable in the amount of \$10,507.73 but will not become delinquent until November 30, 2025 under Parcel No. 15-12-406-013.

**Taxes for 2024 are a lien past due and payable in the amount of \$8,351.22, plus penalties and interest under Parcel No. 15-12-406-013.**

Taxes for the year 2025 are a lien now due and payable in the amount of \$18,231.44 but will not become delinquent until November 30, 2025 under Parcel No. 15-12-406-017.

**Taxes for 2024 are a lien past due and payable in the amount of \$14,487.89, plus penalties and interest under Parcel No. 15-12-406-017.**

2. **Delinquent Salt Lake City Weed and Debris assessments are due and payable to the Salt Lake County Treasurer in the amount of \$925.25 plus any penalty, fees and interest under Parcel No. 15-12-406-017.**
3. The herein described Land is located within the boundaries of Central Utah Water Conservancy District, Salt Lake City School District, Salt Lake City, Salt Lake City Mosquito Abatement District, State Street Community Reinvestment Area, Salt Lake Metropolitan Water District, and is subject to any and all charges and assessments levied thereunder.
4. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed herein. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
5. Claim, right, title or interest to water or water rights whether or not shown by the Public Records.
6. Trust Deed, Assignment of Rents, Security Agreement and Fixture Filing to secure an indebtedness in the amount shown below, and any other obligations secured thereby: Trustor: 269 Brooklyn LLC, a Utah limited liability company and JCI, Inc., a Utah corporation; Trustee: First American Title Insurance Company, a Nebraska corporation; Beneficiary: Utah Equitable TOD Fund LLC, a Utah limited liability company; Amount: \$5,750,000.00; Dated: December 26, 2023; Recorded: December 27, 2023 as Entry No. 14189407 in Book 11463 at Page 8040.
7. A Deed of Trust to secure an indebtedness in the amount shown below, and any other obligations secured thereby: Trustor: 269 Brooklyn LLC, a Utah limited liability company; Trustee: First American Title Company; Beneficiary: Salt Lake County, a body corporate and politic of the State of Utah; Amount: \$500,000.00; Dated: January 31, 2023; Recorded: January 31, 2023 as Entry

**RECORD MATTERS**  
(CONTINUED)

No. 14067665 in Book 11398 at Page 5622.

A Subordination Agreement recorded December 27, 2023 as Entry No. 14189409 in Book 11463 at Page 8074 of Official Records, wherein the Deed of Trust shown as Entry No. 14067665 herein was subordinated to the lien of that certain Deed of Trust recorded as Entry No. 14189407 herein.

A Subordination Agreement recorded December 27, 2023 as Entry No. 14189410 in Book 11463 at Page 8077 of Official Records, wherein the Deed of Trust shown as Entry No. 14067665 herein was subordinated to the lien of that certain Deed of Trust recorded as Entry No. 14189407 herein.

8. Covenants, restrictions, terms, and conditions of that certain Deed Restriction recorded December 27, 2023 as Entry No. 14189408 in Book 11463 at Page 8067.

**NOTE:** The following names have been checked for judgments:

**269 Brooklyn LLC, a Utah limited liability company and JCI, Inc, a Utah Corporation**

No unsatisfied judgments appear of record in the last eight years except as shown herein.

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

A PART OF LOT 4 AND ALL OF LOTS 5, 6, 7, 8, 9, 10, 11 AND 12, BLOCK 2, WEST DRIVE SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF, ON FILE IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER AS ENTRY NO. 12070 IN BOOK B OF PLATS AT PAGE 91, BEING A PART OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, SALT LAKE CITY, SALT LAKE COUNTY, UTAH, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE FOUND BRASS CAP MONUMENT ON THE EAST SIDE OF THE INTERSECTION OF BROOKLYN AVENUE AND 200 WEST STREET, AND RUNNING THENCE SOUTH 89°56'40" WEST 357.98 FEET ALONG THE MONUMENT LINE OF SAID BROOKLYN AVENUE TO A FOUND BRASS CAP MONUMENT IN THE INTERSECTION OF SAID BROOKLYN AVENUE AND WASHINGTON STREET, BEING THE BASIS OF BEARINGS; THENCE SOUTH 00°01'07" EAST 19.22 FEET ALONG THE CENTER LINE OF SAID WASHINGTON STREET TO THE EXTENDED NORTH LINE OF WEST DRIVE SUBDIVISION; THENCE SOUTH 89°57'55" WEST 123.00 FEET TO AND ALONG THE NORTH LINE OF WEST DRIVE SUBDIVISION TO A POINT ON THE NORTH LINE OF LOT 4, WEST DRIVE SUBDIVISION, SAID POINT BEING 15 FEET WEST OF THE NORTHEAST CORNER OF SAID LOT 4 WHICH POINT IS THE POINT OF BEGINNING; THENCE SOUTH 00°01'07" EAST 130.00 FEET TO THE SOUTH LINE OF SAID LOT 4, 15 FEET WEST OF THE SOUTHEAST CORNER OF SAID LOT 4; THENCE SOUTH 89°56'40" WEST 175.93 FEET (165.00 FEET SUBDIVISION PLAT) ALONG LOTS 4 THROUGH 11 TO A POINT ON THE EASTERLY LINE OF THE RAILROAD PROPERTY; THENCE NORTH 38°35'19" WEST 166.19 FEET (166.21 FEET BLOCK 23, FIVE ACRE PLAT "A") TO A POINT ON SAID NORTHERLY LINE OF THE WEST DRIVE SUBDIVISION; THENCE NORTH 89°56'40" EAST 279.54 FEET (268.60 FEET SUBDIVISION PLAT) ALONG SAID NORTHERLY AND SOUTHERLY LINE TO THE POINT OF BEGINNING. (AKA PROPOSED 269 BROOKLYN AVENUE SUBDIVISION)