

**ASSIGNMENT OF LEASES, RENTS, INCOME
AND CASH COLLATERAL**

THIS ASSIGNMENT OF LEASES, RENTS, INCOME AND CASH COLLATERAL (this "**Assignment**") dated February 16, 2022, by and between BayVanguard Bank, a Maryland state-chartered bank, whose address is 7114 North Point Road, Baltimore, Maryland 21219 (the "**Assignee**"), and CAP Investment Properties, LLC, a California limited liability company, whose address is 2200 Pacific Coast Highway, Suite 305, Hermosa Beach, California 90254 (the "**Assignor**").

RECITALS:

WHEREAS, as of even date herewith, Assignee extended a loan in the amount of ONE MILLION SEVEN HUNDRED TWENTY THOUSAND NINE HUNDRED TWENTY DOLLARS (\$1,720,920.00) (the "**Loan**") to the Assignor pursuant to the terms of a promissory note dated even date therewith (as amended, modified and/or renewed, the "**Note**");

WHEREAS, the Loan is further evidenced by, among other things, a Business Loan Agreement by and among the Assignor, the Guarantor (as defined herein) and the Assignee, dated as of even date herewith (as amended or otherwise modified from time to time, the "**Loan Agreement**");

WHEREAS, the Note is secured by, among other things: (i) Guaranty Agreements (collectively, as amended, modified and/or renewed, the "**Guaranty**") of even date herewith from Aaron Swerdlow and Aaron Swerdlow, Trustee of the Aaron Swerdlow Revocable Trust dated 08/23/2016 (collectively, the "**Guarantor**"); (ii) a Deed of Trust, Security Agreement, and Fixture Filing (as amended, modified and/or renewed, the "**Deed of Trust**") of even date herewith from Assignor to Assignee encumbering that certain real property more particularly identified on Exhibit A attached thereto and made a part thereof and all other property, real and personal, more particularly described in the Deed of Trust; (iii) a Collateral Assignment of Agreements Affecting Real Estate (as amended, modified and/or renewed, the "**Collateral Assignment**") of even date herewith from Assignor to Assignee; and (iv) this Assignment;

WHEREAS, collectively, the Note, the Guaranty, the Collateral Assignment, the Deed of Trust, the Loan Agreement, this Assignment, and any other documents executed in connection with the Loan, whether referenced herein or not, shall be referred to as the "**Loan Documents**";

WHEREAS, it is a condition to Assignee making the Loan that Assignor enter into this Assignment and consummate the transactions contemplated hereby; and

WHEREAS, all capitalized terms used in this Assignment and not expressly defined herein shall have the meanings assigned to such terms in the Deed of Trust, including, without limitation, the definition of "**Obligations**".

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good, valuable and lawful consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby covenants and agrees as follows:

1. The Assignor hereby unconditionally, absolutely and presently bargains, sells, grants, assigns, releases and sets over to Assignee all right, title and interest of Assignor in and to:

- (a) all existing or future leases, licenses, tenancies, occupancies, subleases, franchises, concessions or other agreements (each a "**Lease**" and collectively, "**Leases**") (the lessee, licensee, occupant, subtenant, franchisee or concessionee, as applicable, under any Lease, shall be referred to as "**Lessee**" and collectively as "**Lessees**") of or in any way affecting the use or occupancy of all or any part of the: (i) land (the "**Land**") more particularly described in **Exhibit A** hereto having the addresses as set forth on **Exhibit A**, including, without limitation, oil, gas and mineral leases and agreements; and/or (ii) buildings, structures or improvements now or hereafter located on the Land (collectively, "**Improvements**"; the Land and Improvements are herein collectively called "**Premises**"), together with all extensions, renewals, modifications or replacements thereof and all guarantees of any or all of the obligations of any Lessee pursuant to any Lease;
- (b) the immediate and continuing right to collect and receive all rents, income, receipts, revenues, issues, profits, cash collateral, royalties, income and other benefits now due or which may become due or to which Assignor may now or shall hereafter (including during any period of redemption) become entitled or may demand or claim, arising or issuing from or out of the Leases or from or out of the Premises or any part thereof, including, without limitation, all minimum, additional, deficiency or percentage rents, all tax and insurance contributions, all liquidated or other damages related to any Lease, all premiums and other sums payable by any Lessee upon the exercise of a cancellation or other privilege provided in any Lease, all proceeds payable pursuant to all condemnation awards or settlements, all policies of insurance or settlements thereof covering the Premises or any part thereof or any loss of rents affecting the Premises or any part thereof, all income and other amounts received or proceeds from vending, parking, advertising, laundry, maintenance, cafeteria, club or other commercial operations conducted at or in connection with the Premises, all common area maintenance, service, cable, utility or other charges affecting the Premises or any of the Leases, all tax, insurance or other refunds affecting the Premises, all repayments for tenant improvements or

work, together with all rights and claims of any kind which Assignor may have against any Lessee (all of the foregoing are herein called "**Rents**"); and

- (c) Together with all right, power and authority of Assignor to amend any of the Leases and enforce the provisions thereof.

It is agreed that notwithstanding that Assignor intends to create, pursuant to this Assignment, an absolute, present and unconditional assignment from Assignor to Assignee and not merely the passing of a security interest, Assignor is hereby permitted, at the sufferance and discretion of Assignee, and is hereby granted by Assignee, a license ("**License**") to manage and operate the Premises, including, without limitation, the right to collect the Rents, as they respectively become due, but not more than one month in advance, except as specifically provided pursuant to the applicable lease and to enter into and enforce the Leases, unless and until there is an Event of Default.

2. Assignee as Creditor. Notwithstanding the License, Assignor intends to designate Assignee as the creditor of each Lessee in respect of assignments for the benefit of creditors in all bankruptcy, reorganization, insolvency, dissolution or receivership proceedings affecting such Lessee (without obligation, on the part of Assignee, to file or make timely filings of claims in such proceedings or otherwise to pursue any creditors' rights therein). Assignee may, at its option, apply any monies received by Assignee as such creditor in reduction of the Obligations.

3. Rights and Remedies. Upon the occurrence of an Event of Default, the License shall automatically cease and terminate. After the occurrence of an Event of Default, Assignee may, at its option, enter and take possession of the Premises, or any part thereof, and perform all acts that Assignee deems necessary for the management, operation and maintenance of the Premises. However, without electing to exercise Assignee's right to enter, take over and assume the management, operation and maintenance of the Premises, Assignee, at Assignee's option, may elect to collect the Rents and to enforce payment of the Rents and/or performance of any or all of the other terms and provisions of the Leases and/or exercise any or all rights and privileges of Assignor thereunder, including, without limitation, the rights to fix or modify Rents, to bring or defend any suits in connection with the possession of the Premises or any part thereof in its own name or in Assignor's name, and/or to relet the Premises or any part thereof. Assignee shall, from time to time, apply all Rents, after payment of all proper costs and charges, including, without limitation, all monies due from Assignor pursuant to Section 5, to the Obligations. Assignee may determine, in its sole discretion, the manner of the application of the Rents, the reasonableness of the costs and charges to which the Rents are applied and the item or items which shall be credited thereby. Assignee's entry and taking possession of the Premises, or any part thereof, may be made,

at Assignee's option, either by actual entry and possession or by notice to the last owner of the Premises appearing on Assignee's records and no further authorization shall be required. Assignee shall be accountable only for Rents actually received by it pursuant to this Assignment. Notwithstanding any action taken by Assignee pursuant to this Assignment, neither the assignment made pursuant hereto nor any such action in and of itself shall constitute Assignee as a "mortgagee/beneficiary under a mortgage in possession."

4. Termination of Assignment. Upon payment to Assignee of the full amount of the Obligations, as evidenced by a recorded satisfaction or release of the Deed of Trust, this Assignment shall be void and of no further force or effect. The release of the Deed of Trust shall be a release of this Assignment.

5. Consent to Payment of Rents. Assignor irrevocably consents that Lessees, upon demand and notice from Assignee of an Event of Default, shall pay the Rents to Assignee without liability of Lessees for the determination of the actual existence of any Event of Default claimed by Assignee. Assignor irrevocably authorizes and directs each Lessee, upon receipt of any notice from Assignee of an Event of Default, to pay to Assignee the Rents. Each such Lessee may rely on any such notice from Assignee, and shall pay all Rents to Assignee, without any obligation and without any right to inquire as to whether any Event of Default actually exists. Assignor shall not have any claim against any Lessee for any Rents paid by any Lessee to Assignee. After the curing of all Events of Default, Assignee shall give written notice thereof to Lessees. Thereafter, until further notice from Assignee, Lessees shall pay the Rents to Assignor.

6. Right to Further Assignment. Assignee may assign Assignee's right, title, and interest in the Leases to any subsequent holder of the Note and to any person acquiring title to the Premises through foreclosure or otherwise. The receipt by Assignee of any Rents pursuant to this Assignment after the institution of foreclosure proceedings pursuant to the Deed of Trust shall not cure any Event of Default nor affect such proceedings or any sale pursuant thereto.

7. Indemnity. Except when resulting from the gross negligence, willful misconduct or fraud of the Assignee, Assignor hereby agrees to indemnify and hold Assignee harmless from and against all liability, loss or damage which Assignee may incur: (a) pursuant to any Lease; (b) by reason of this Assignment; (c) arising from any action taken by Assignee pursuant to this Assignment; (d) as a result of any claims or demands which may be asserted against Assignee by reason of any alleged obligation of Assignee pursuant to any Lease or this Assignment; or (e) as a result of the enforcement (or attempted enforcement) of this indemnity. Nothing herein contained shall be construed to bind Assignee to the performance of any of the terms and provisions contained in any of the Leases, or otherwise to impose any obligation on Assignee, including, without limitation, any liability pursuant to the covenant of quiet enjoyment contained in any Lease in the event that any Lessee is joined as a party defendant in any action to foreclose the Deed of Trust and is barred and foreclosed thereby of all right, title, interest and equity of redemption in

the Premises. Prior to actual entry and taking possession of the Premises by Assignee, this Assignment shall not operate to place responsibility for the control, care, management or repair of the Premises upon Assignee or for the carrying out of any of the terms and provisions of any Lease, except to the extent required under the Loan Documents. Except as the same may arise as a result of the gross negligence, willful misconduct or fraud of Assignee, if Assignee incurs any liability by reason of any actual entry and taking possession of all or any part of the Premises or for any other reason or occurrence or sustains any loss or damage pursuant to any Lease or pursuant to or by reason of this Assignment or in the defense of any such claims or demands, Assignor shall immediately, upon demand, reimburse Assignee for the amount of such liability, loss or damage, plus interest at the interest rate set forth in the Note, or at the highest rate permitted by law, whichever is less, from the date on which Assignee pays any amount for such liability, loss or damage to the date Assignor repays to Assignee, in full, such amount and such interest, together with all related costs, expenses and attorneys' fees paid by Assignee. From time to time, Assignee may: (i) collect and retain possession of the Rents; and (ii) apply them in satisfaction of, or reimbursement for, all sums due pursuant to the preceding sentence.

8. Representations and Warranties. Assignor hereby represents and warrants that:
- (a) Assignor is the absolute owner of each Lease with full right and title to assign the same and the Rents thereunder to Assignee;
 - (b) each Lease is valid and in full force and effect;
 - (c) there is no outstanding assignment or pledge thereof or of the Rents due or to become due;
 - (d) to the best of Assignor's knowledge, no Lessee has any defense, set-off or counterclaim against Assignor;
 - (e) each Lessee is in possession of its leased space and has commenced payment of Rent thereunder;
 - (f) all Rents and other charges due and payable under the Leases have been paid on a current basis;
 - (g) no Rents payable pursuant to any Lease have been or will be anticipated, discounted, released, waived, compromised or otherwise discharged, except as may be expressly permitted by such Lease;
 - (h) to the best of Assignor's knowledge, all representations made by Assignor in any Lease are true;

- (i) all Improvements and the leased space demised and let pursuant to each Lease have been completed as required under such Lease and, to such extent, to the satisfaction of the applicable Lessee;
- (j) no Rents have been prepaid, except as expressly provided pursuant to the applicable Lease;
- (k) there is no existing default or breach of any covenant or condition on the part of any Lessee or lessor under any Lease;
- (l) there are no options to purchase all or any portion of the Premises contained in any Lease;
- (m) there are no options to renew, cancel, extend or expand by any Lessee, except as stated in the Leases;
- (n) there are no amendments of or modifications to any Lease, except as disclosed in writing to Assignee; and
- (o) all Leases are subject and subordinate to this Assignment and the Deed of Trust, subject to the right of non-disturbance to the extent contained in any Lease or as granted in writing by Assignee.

9. Covenants Regarding Leases. Unless Assignee provides its prior written consent in each instance or such action is otherwise permitted pursuant to the Deed of Trust, Assignor shall not:

- (a) lease or permit the leasing, to any Person all or any part of the space in, on or over any of the Premises in a capacity different than as existing as of the date of closing, and as disclosed to Assignee;
- (b) cancel, terminate or accept a surrender, or suffer or permit any cancellation, termination or surrender, of any Lease or any mortgage of any Lease;
- (c) modify or amend any Lease so as to: (i) reduce the term thereof or the Rents payable thereunder; (ii) change any renewal provision contained therein; (iii) otherwise increase any obligation of Assignor thereunder; or (iv) reduce any obligation of any Lessee thereunder;

- (d) if Assignee so elects, commence any summary proceeding or other action to recover possession of any space demised pursuant to any Lease, other than a proceeding brought in good faith by reason of a default of any Lessee of which Assignor has provided written notice to Assignee;
- (e) receive or collect, or permit the receipt or collection of, any Rents for more than one month in advance of the payment due dates, except as specifically provided pursuant to the applicable lease;
- (f) take any other action with respect to any Lease which would impair the security of Assignee pursuant to this Assignment or the Deed of Trust;
- (g) extend any Lease other than in accordance with the terms presently provided for therein;
- (h) execute any agreement or instrument, or create or permit a lien, which may be or become superior to any Lease;
- (i) suffer or permit to occur any release of liability of any Lessee or the accrual of any right in any Lessee to withhold payment of any Rent;
- (j) sell, assign, transfer, mortgage, pledge or otherwise dispose of or encumber, whether by merger, consolidation, operation of law or otherwise, any Lease or any Rents;
- (k) alter, modify or change the terms of any mortgage of any Lease or consent to the release of any party thereto;
- (l) request, consent, agree to, or accept the subordination of any Lease to any mortgage (other than the Deed of Trust) or other encumbrance now or hereafter affecting the Premises; or
- (m) consent to the assignment of any Lease or any subletting of the Premises demised pursuant to any Lease if the result of any such action is to release the present tenant(s) from liability.

10. Application of Rents. Assignor shall use and apply all Rents first to the payment and performance of the Obligations in accordance with the terms of the Loan Documents and then to the payment of all governmental impositions, taxes, assessments, ground rents, water and sewer charges, excises, license fees, and all other fees and charges of any kind which at any time when the Deed of Trust is in effect may be assessed or imposed on or be a lien upon the Premises or any

part thereof, or any occupancy, use or possession of the Premises or any part thereof (collectively, the "**Impositions**") and costs and expenses of management, operation, repair, maintenance, preservation, reconstruction and restoration of the Premises in accordance with the requirements of the Deed of Trust and the obligations of Assignor as the lessor under any Lease. Assignor shall not use any Rents for purposes unrelated to the Premises, unless and until all current payments of the Obligations, Impositions and such costs, expenses and obligations have been paid or provided for and adequate cash reserves have been set aside to ensure the timely payment of all future payment of all such items.

11. Further Assurances. Assignor shall execute and deliver to Assignee such further instruments as Assignee may deem necessary to make this Assignment and each further assignment affecting the Leases, the Rents or the Premises fully effective. Assignor hereby appoints Assignee, and its successors and assigns, as its agent and attorney-in-fact to execute and deliver, on behalf of Assignor, all such instruments. Such appointment shall be deemed to be coupled with an interest and to be irrevocable.

12. Cancellation Proceeds. If any Lease permits cancellation thereof upon the payment of any consideration and such privilege of cancellation is exercised, Assignor hereby assigns to Assignee all payments made or to be made by reason thereof. Assignee may apply such payments, at its election, to the Obligations, in such order as Assignee shall determine or may hold such payments in trust as further security, without interest, for the Obligations.

13. Assignor's Covenants. Assignor shall faithfully perform the lessor's covenants under the Leases. Assignor shall neither do, nor neglect to do, nor permit to be done (other than enforcing the terms of such Leases and exercising the lessor's remedies thereunder following a default or event of default on the part of any Lessee in the performance of its obligations pursuant to the Lease), anything which may cause the modification or termination of any of the Leases, or of the obligations of any Lessee or any other person claiming through such Lessee, or which may diminish or impair the value of any Lease or the rents provided for therein, or the interest of the lessor or of Assignee therein or thereunder. Each Lease shall make provision for the attornment of the Lessee thereunder to any person succeeding to the interest of Assignor as the result of any judicial or nonjudicial foreclosure or transfer in lieu of foreclosure under the Deed of Trust, such provision to be in form and substance approved by Assignee, provided that nothing herein shall be construed to require Assignee to agree to recognize the rights of any Lessee under any Lease following any such foreclosure or transfer in lieu thereof unless Assignee shall expressly agree thereto in writing with respect to a particular Lease.

14. Notices Regarding Leases. Assignor shall give Assignee the notices and provide the information regarding the Leases and tenants as required by the Loan Documents.

15. Continued Validity. No variation of the terms of any Loan Document, including any increase or decrease in the principal amount of the Obligations or in the rate of interest payable pursuant to any Loan Document, nor any extension of time for payment thereunder, shall impair the assignment of the Leases and Rents in accordance with the terms of this Assignment.

16. Additional Security. Without prejudice to any of its rights pursuant to this Assignment, Assignee may: (a) take security in addition to the security already given Assignee for the payment of the Obligations; (b) release any security given pursuant to the Loan Document; (c) release any person primarily or secondarily liable on the Obligations; (d) grant or make extensions, renewals, modifications or indulgences with respect to the Loan Document and replacements thereof, which replacements of the Loan Document may be on the same or on terms different from the present terms of the Loan Document; and (e) apply any security theretofore held by Assignee to the satisfaction of all or any part of the Obligations.

17. Interpretation. The headings of the Sections of this Assignment are for the convenience of reference only, are not to be considered a part hereof, and shall not limit or otherwise affect any of the terms hereof. As used in this Assignment, words such as "hereby", "herein", "hereof", "hereto" and "hereunder" refer to this Assignment as a whole, and not to any particular Section or clause hereof. Whenever the singular or plural number, masculine or feminine or neuter gender is used herein, it shall equally include the other.

18. Notices. All notices, requests or demands which any party is required or may desire to give to any other party under any provision of this Agreement must be in writing, hand delivered, sent by nationally recognized overnight courier or mailed, addressed to the Lender and to the Obligors, at the addresses set forth in in this Section 18, or to such other address as any party may designate by written notice to the other party. Each such notice, request and demand shall be deemed given or made as follows: (i) if sent by hand delivery or by nationally recognized overnight courier service, upon delivery; or (ii) if sent by mail, upon the earlier of the date of receipt or three (3) days after deposit in the U.S. Mail, first class postage prepaid. Notices shall be sent to the following addresses:

If to Assignor: CAP Investment Properties, LLC
2200 Pacific Coast Highway, Suite 305
Hermosa Beach, California 90254
Attn: Aaron Swerdlow

If to Assignee: BayVanguard Bank
7114 North Point Road
Baltimore, Maryland 21219
Attn: Timothy L. Prindle

With a copy to: McAllister, DeTar, Showalter & Walker LLC
100 N. West Street
Easton, Maryland 21601
Attn: Adam M. Lynn, Esq.

19. Amendment in Writing. No change, amendment, modification, abridgement, cancellation or discharge hereof, or of any part hereof, shall be valid, unless consented to in writing by Assignee.

20. Applicable Law. This Assignment shall be governed by, and construed in accordance with, the laws of the State of Maryland; provided, however, at all times the provisions for the creation, perfection, priority, enforcement and foreclosure of the liens and security interests created pursuant hereto shall be governed by and construed in accordance with the law of the state in which the Premises is located, it being understood that, to the fullest extent permitted by the law of such state, the law of the State of Maryland shall otherwise govern the construction, validity and enforceability of this Assignment.

21. Invalid Provisions to Affect No Others. The unenforceability or invalidity of any provision or provisions of this Assignment as to any persons or circumstances shall not render that provision or those provisions unenforceable or invalid as to any other persons or circumstances, and all provisions hereof, in all other respects, shall remain valid and enforceable.

22. No Waiver or Release. Any failure by Assignee to insist upon the strict performance by Assignor of any of the terms and provisions hereof shall not be deemed to be a waiver of any of the terms and provisions hereof, and Assignee, notwithstanding any such failure, shall have the right thereafter to insist upon the strict performance by Assignor of any and all of the terms and provisions of this Assignment to be performed by Assignor.

23. Cumulative Rights. The rights of Assignee arising under this Assignment and the other Loan Documents shall be separate, distinct and cumulative and none of them shall be in exclusion of the others. No act of Assignee shall be construed as an election to proceed under any one provision herein or in any other Loan Document to the exclusion of any other provision, anything herein or otherwise to the contrary notwithstanding.

24. No Merger or Termination. The Leases shall not terminate and shall remain in full force and effect irrespective of any merger of the interest of the lessor and Lessee thereunder.

25. Successors and Assigns. This Assignment shall be binding upon Assignor and its successors and assigns, and shall inure to the benefit of Assignee, its successors and assigns. The covenants contained in this Assignment shall run with the land and, in addition to having the

binding effect stated above, shall bind all subsequent encumbrances, lessees and sublessees of the Premises.

26. Release. The full release of the Deed of Trust, if recorded in connection herewith, shall cause the release of this instrument unless expressly provided otherwise. Any partial release of the Deed of Trust, if recorded in connection herewith, will operate a partial release hereof.

27. Estoppel. At the request of Assignee, Assignor shall provide Assignee, within twenty (20) days of the day of request, with estoppel certificates for all leases subject to this Agreement in a form as provided by Assignee.

28. WAIVER OF JURY TRIAL. THE ASSIGNOR IRREVOCABLY WAIVES ANY AND ALL RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR CLAIM OF ANY NATURE RELATING TO THIS ASSIGNMENT, ANY DOCUMENTS EXECUTED IN CONNECTION WITH THIS ASSIGNMENT OR ANY TRANSACTION CONTEMPLATED IN ANY OF SUCH DOCUMENTS. THE ASSIGNOR ACKNOWLEDGES THAT THE FOREGOING WAIVER IS KNOWING AND VOLUNTARY.

SIGNATURE ON FOLLOWING PAGE

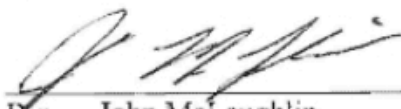
IN WITNESS WHEREOF, Assignor has duly executed this Assignment as of the day and year first above written.

WITNESS:

ASSIGNOR:

CAP Investment Properties, LLC
By: Equitas Investments, LLC, its Manager



 (SEAL)
By: John McLaughlin
Title: Authorized Person

ACKNOWLEDGMENT

STATE OF _____, COUNTY OF _____, TO WIT:

I hereby certify that on this ___ day of February, 2022, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared John McLaughlin, who acknowledged: (i) himself to be the Authorized Person of Equitas Investments, LLC, the Manager of CAP Investment Properties, LLC, a California limited liability company (the "Entity"); (ii) that he, as such Authorized Person, being authorized to do so, executed the same for and on behalf of the Entity in the capacity therein stated and for the purposes therein contained; and (iii) that said instrument is the act of the Entity, giving oath under the penalties of perjury that the consideration recited herein is correct.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

AF

Notary Public
My commission expires: _____

**SEE ATTACHED
CERTIFICATE**

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 Los Angeles

On February 15, 2022 before me, Athena Flores, Notary Public
(insert name and title of the officer)

personally appeared John McLaughlin
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 capacity(~~ies~~), 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.

Signature



(Seal)

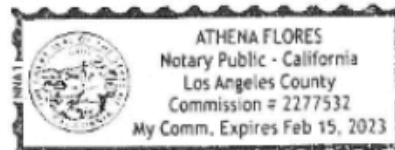


EXHIBIT A
LEGAL DESCRIPTION

PARCEL 1:

A PORTION OF LOT 4, CLINTON CORNERS COMMERCIAL SUBDIVISION – AMENDING LOT 1, RECORDED ON JANUARY 9, 2014 AS ENTRY NO. 2784995 IN BOOK 5931 AT PAGE 178 OF OFFICIAL RECORDS IN THE DAVIS COUNTY RECORDER'S OFFICE, LOCATED IN THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 5 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF 1800 NORTH STREET, SAID POINT BEING NORTH 89°59'06" WEST ALONG THE SECTION LINE 267.38 FEET AND SOUTH

00°09'39" WEST 56.40 FEET FROM THE EAST QUARTER CORNER OF SECTION 28, TOWNSHIP 5 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE SOUTH

89°59'06" EAST ALONG SAID SOUTH RIGHT-OF-WAY LINE 178.96 FEET; THENCE SOUTH 44°59'03" EAST 37.24 FEET TO THE WEST RIGHT-OF-WAY LINE OF 2000 WEST STREET; THENCE SOUTH 00°09'39" WEST 128.74 FEET; THENCE NORTH 88°20'27" WEST 121.04 FEET; THENCE NORTH 89°59'06" WEST 97.98 FEET; THENCE NORTH 00°09'39" EAST 77.01 FEET; THENCE SOUTH

89°59'06" EAST 13.62 FEET; THENCE NORTH 00°09'39" EAST 74.59 FEET TO THE POINT OF BEGINNING.

NAD83 ROTATION IS 00°20'39" CLOCKWISE.

PARCEL 1A:

TOGETHER WITH AN EASEMENT FOR INGRESS AND EGRESS AS CONTAINED IN RECIPROCAL EASEMENT AGREEMENT WITH COVENANTS, CONDITIONS AND RESTRICTIONS, RECORDED AUGUST 31, 2012, AS ENTRY NO. 2684075, IN BOOK 5597, AT PAGE 280 OF OFFICIAL REOCRDS AND FIRST AMENDMENT TO RECIPROCAL EASEMENT AGREEMENT, RECORDED MARCH 3, 2014, AS ENTRY NO. 2792567, IN BOOK 5966, AT PAGE 958 OF COUNTY RECORDS.