

Inwest # 299052

This Instrument Prepared By
And After Recording Return To:
Lisa C. Grimes
Assistant General Counsel
RGA AMERICAS INVESTMENTS LLC
16600 Swingley Ridge Road
Chesterfield, Missouri 63017

APN: 15-037-0001

ASSIGNMENT OF LEASES AND RENTS

(Loan No. 73101411)

This Assignment of Leases and Rents (the "Assignment") is made this 9 day of November, 2022, by 440 S. MAIN EQUITY LLC, a Delaware limited liability company (hereinafter referred to as "Borrower"), having as its address 466 Central Avenue, 2nd Floor, Cedarhurst, New York 11516 in favor of RGA AMERICAS INVESTMENTS LLC, a limited liability company organized and existing under the laws of the State of Missouri (hereinafter referred to as "Lender"), whose address is c/o RGA Mortgage Loan Servicing LLC, 16600 Swingley Ridge Road, Chesterfield, Missouri 63017.

For and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Borrower does presently and absolutely transfer, sell, assign and convey to Lender all of Borrower's right, title and interest in, to and under any leases, subleases, licenses, occupancy or other agreements conferring any tenancy or right to occupy, possess or use any portion of the herein described property and all guaranties thereof, including letters of credit, now existing or hereafter arising (collectively, and singly, the "Leases"), and all present and future rents, income, issues, profits, fees, charges, accounts, Termination Amounts (as defined below) and other payments for use or occupancy of the Property, including, but not limited to, the rentals reserved, the amount payable and the receipts arising under the Lease and any and all benefits that may be had or obtained from said Leases, which Leases, rents, income, issues and profits arise out of or accrue from all or a part of the property known and numbered as 440 South Main Street, situated in the City of Clearfield, County of Davis, State of Utah (the "Property"), and more particularly described as follows, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO

AND MADE A PART HEREOF FOR LEGAL DESCRIPTION

To have and to hold said Leases, together with the rents, issues, rights, income, profits, privileges and benefits arising under said Leases or from the use of the Property, unto Lender, its successors and assigns, for the purpose of securing: (a) the payment of all sums that are owed or become due pursuant to the terms of that certain Promissory Note dated eveny herewith from Borrower to Lender, in the principal sum of \$9,400,000.00 (the "Note"), this Assignment or any of the other Loan Documents or any other writing executed by Borrower relating to the loan evidenced by the Note (the "Loan"), including scheduled principal payments, scheduled interest payments, default interest, late charges, prepayment premiums, accelerated or matured principal balances, advances (including advances to pay taxes, assessments and insurance premiums on the Property, the costs of repairing, maintaining and preserving the Property, and the cost of completing any improvements on the Property), collection costs, reasonable attorneys' fees and costs in enforcing or protecting the Note, this Assignment, or any of the other Loan Documents in any probate, bankruptcy or other proceeding, receivership costs, fees and all other financial obligations of Borrower incurred in connection with the Loan transaction, including those obligations under agreements executed and delivered by Borrower which specifically provide that such obligations are secured by this Assignment or the Loan Documents (the "Indebtedness"), provided, however, that this Assignment shall not secure any Loan Document or any particular person's liabilities or obligations under any Loan Document to the extent that such Loan Document expressly states that it or such particular person's liabilities or obligations are unsecured by this Assignment; (b) any modifications, extensions, terminations or renewals of the Note or the Indebtedness; and (c) the performance and discharge of each and every obligation, covenant and agreement of Borrower contained herein and in the Note, the Deed of Trust, Security Agreement and Fixture Filing of even date herewith given as security for the Note (the "Security Instrument"), but specifically excluding the Environmental Indemnity Agreement of even date herewith from Borrower to Lender. Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to such terms in the Security Instrument, and which Security Instrument has been, or will be, filed for record in the public records of the county in which the Property is located and in each and every other document executed in connection with the Note or the Security Instrument (collectively the "Loan Documents").

Borrower covenants, warrants and represents to Lender that: (i) Borrower is the sole owner of the entire landlord's interest in said Leases; (ii) the Leases are valid and enforceable and have not been altered, modified or amended in any manner whatsoever, except as disclosed to Lender; (iii) no tenant under a Lease is in default in the performance of any of its obligations, covenants or conditions under the terms of the Lease; (iv) Borrower has duly and punctually performed all of the landlord's obligations, covenants, conditions and warranties under the terms of the Leases; (v) no rent reserved in the Leases or for the rental of any part of Property, has been assigned or anticipated; and (vi) no rent for any period subsequent to the date of this assignment has been collected for more than one (1) month in advance of the time when the same became due under the terms of the Leases or otherwise, although the last month's rent may be collected at the time of signing of said leases.

Borrower covenants with Lender as follows: (i) to observe, perform and discharge all the obligations imposed upon the landlord under said Leases and not to do or permit to be done anything to impair the security thereof; (ii) not to collect any of the rent, income and profits arising or accruing under said Leases or from the Property more than one (1) month in advance of the time when the same shall become due; (iii) at Lender's request, Borrower will assign and transfer to Lender any and all subsequent Leases upon all or any part of the Property and to execute and deliver at the request of Lender all such further assurances and assignments in the Property as Lender shall from time to time require; (iv) to promptly deliver to Lender any written notice Borrower receives from any tenant asserting a default by landlord under any Lease; (v) to use commercially reasonable efforts to cause the tenants to perform their obligations under the Leases; and (vi) upon written request of Lender following a default hereunder, to deliver notice to the tenants under the Leases directing them to pay all future rent directly to Lender. Any breach of the foregoing covenants which continues for more than fifteen (15) days after Lender provides Borrower written notice thereof (or, if such breach is of such a nature that it cannot be cured with due diligence within fifteen (15) days, Borrower shall fail or refuse to commence such cure within said fifteen (15) day period and thereafter diligently in good faith pursue the same to completion; in no event, however, shall the cure period, as extended hereby, exceed thirty (30) days) shall constitute a default hereunder. Notwithstanding the foregoing, any failure of Borrower to observe and perform all of the obligations imposed upon the landlord under the Leases hereby assigned shall constitute a default hereunder upon the continuation of such failure beyond the applicable notice and cure period, if any, in the relevant Lease, without any additional notice and cure period hereunder. Notwithstanding anything to the contrary in this Assignment, Lender shall have no obligation to provide Borrower written notice of any breach by Borrower of the foregoing covenants, if Borrower is in breach of substantially the same covenant more than twice within any twelve (12) month period; in such event, solely at Lender's election and without further notice, Borrower shall not have any right to cure such repeated breach during said twelve (12) month period, and Lender shall have all rights and remedies as provided herein and at law and in equity.

Borrower further covenants with Lender (i) not to execute any other assignment of landlord's interest in said Leases or assignment of rents arising or accruing from said Leases or from the Property; (ii) not to execute any Lease demising more than ten percent (10%) of the net rentable area of the improvements located on the Property without the prior written consent of Lender; (iii) not to alter, modify or change the terms of said Leases or give any consent or exercise any option required or permitted by such terms without the prior written consent of Lender; (iv) not to cancel or terminate said Leases or accept a surrender thereof or convey or transfer or suffer or permit a conveyance or transfer of the leased premises or of any interest therein so as to effect directly or indirectly, proximately or remotely a merger of the estates and rights of, or a termination or diminution of the obligations of tenant thereunder without the prior written consent of Lender; (v) not to alter, modify or change the terms of any guaranty of or letters of credit securing said Leases or cancel or terminate such guaranty or letter of credit without the prior written consent of Lender except and to the extent expressly required by the terms of the respective Lease; and (vi) not to consent to any assignment of or subletting of tenant's interest under said Leases without the prior written consent of Lender, except and to the

extent that such consent is expressly required by the terms of the Leases. Any failure of Borrower to observe and perform the covenants set forth in (i) through (vi) of this paragraph shall constitute a default hereunder for which no notice or cure period shall be given.

In the event any Lease is terminated (including without limitation a voluntary termination of the Lease approved by Lender or a termination or rejection of a Lease in a bankruptcy or other similar proceeding) and in connection with such termination or rejection there is the payment of (i) a lump sum settlement, (ii) a termination fee, premium or penalty, or (iii) any other amount or amounts paid in connection with such termination, including retention by Borrower of any security deposit or the proceeds of any letter of credit given as a security deposit (collectively and singly, the "Termination Amount") then in such event, whether or not Borrower is in default under the Note, the Security Instrument, or any other Loan Document or any Lease, the Termination Amount shall be payable directly to Lender and, at Lender's option, may be (a) applied to outstanding amounts due under the Note, or (b) held by Lender as additional collateral securing the Note until a new lease or other collateral acceptable to Lender in its sole and reasonable discretion is substituted for the terminated lease. Nothing herein shall be deemed approval by Lender of the termination of any Lease or the payment of any Termination Amount.

This Assignment is made upon the following terms, covenants and conditions:

This Assignment is intended by Borrower and Lender to create, and shall be construed to create, a present and absolute assignment to Lender subject only to the terms and provisions hereof, and not as an assignment as security for the performance of the obligations evidenced by the Note or any of the other Loan Documents, or any other indebtedness of Borrower. Borrower shall have a revocable license to collect and receive the rents (but not more than one month prior to accrual), income and profits arising under said Leases or from the Property and to retain, use and enjoy said rents, income and profits and subject to the terms hereof, to take any other leasing actions necessary for the management of the Property. Any leases entered into under the license herein must be (i) to a tenant unaffiliated with the Borrower, unless otherwise approved by Lender, and (ii) at a reasonable market rental rate. Upon Lender's request Borrower shall deliver up-to-date rent rolls and operating statements on a quarterly basis, accompanied by a certification that all leasing actions have been taken in compliance with the terms of this Assignment. Upon the occurrence of a default by Borrower in the payment of the principal sum, interest and indebtedness evidenced by the Note and secured hereby and by the Security Instrument or upon the occurrence of a default in the performance of any of the obligations, covenants or agreements contained herein, in the Note or in the other Loan Documents or a default by Borrower in the performance of any of obligations, covenants, conditions and warranties to be performed by landlord under the terms of said Leases, which default has continued beyond any applicable notice and cure period, Lender may immediately revoke or terminate the license granted to Borrower under this Assignment, with or without notice to Borrower and without regard to whether the Property or any other collateral adequately secures the eventual repayment of the Indebtedness. A default hereunder shall be deemed an event of default under the Note, the Security Instrument and the other Loan Documents. Unless and until the license is so revoked or terminated, Borrower shall hold all rents, income and profits in trust for Lender and agrees to

apply said rents, income and profits to the payment of principal, interest and other amounts due and payable by Borrower under the Loan Documents at the time of collection of the rents, income and profits and to the payment of taxes, escrow amounts, assessments, water rates, sewer rents, lien claims, and to operation and maintenance charges relating to the Property which are due and payable at the time of collection of the rents, income and profits, except to the extent that funds for such items were placed and remain in escrow with Lender, before using the rents, income or profits for any other purpose. It being understood and agreed by Lender that Borrower shall have the right to use and enjoy the rents, income and profits for any purpose, including distributions to members of Borrower, provided Borrower has complied with the payment obligations set forth in the foregoing sentence. Upon Lender's revocation or termination of the license, Borrower shall immediately deliver to Lender all rents, income, profits or other sums assigned hereunder and then in Borrower's possession, and all other amounts assigned hereunder which are then due or accruing thereafter shall be payable directly to Lender. This Assignment is subject to the Utah Uniform Assignment of Rents Act, *Utah Code Annotated* Section 57-26-101 *et seq.* (the "Act"), and in the event of any conflict or inconsistency between the provisions of this Assignment and the provisions of such Act, the provisions of the Act shall control and Lender shall have all the rights and remedies available under the Act which rights and remedies shall be cumulative with all rights and remedies hereunder.

Upon or at any time after default in the payment of any principal sum, interest and indebtedness evidenced by the Note and secured by this Assignment and the Security Instrument or in the performance of any obligation, covenant or agreement contained herein or in the Note, Security Instrument, or any of the other Loan Documents (but specifically excluding the Environmental Indemnity Agreement of even date herewith from Borrower to Lender), or a default by Borrower in the performance of any of the obligations, covenants, conditions and warranties to be performed by landlord under the terms of said Leases, which default has continued beyond any applicable notice and cure period, Lender without in any way waiving such default may at its option without notice and without regard to the adequacy of the security for the said principal sum, interest and indebtedness secured hereby and by the Security Instrument, either in person or by agent, with or without bringing any action or proceeding, or by a receiver appointed upon ex-parte application if appropriate or by a court, take possession of the property described herein and have, hold, manage, lease, rent and operate the same on such terms and for such period of time as Lender in its sole and absolute discretion may deem proper and either with or without taking possession of the Property. Lender may in its own name, demand, sue for or otherwise collect and receive all rents, income and profits of the Property, including those past due and unpaid with full power to make from time to time all alterations, renovations, repairs or replacements thereto or thereof as may seem proper to Lender. All rents, income and profits collected or received by Lender under this Assignment shall be applied to the payment of: (i) all expenses of managing the Property, including, without being limited thereto, the salaries, fees and wages of a managing agent and such other employees as Lender may deem necessary or desirable and all expenses of operating and maintaining the Property, including, without being limited thereto, all taxes, charges, claims, assessments, water rents, sewer rents and any other liens and premiums for all insurance which Lender may deem necessary or desirable and the cost

of all alterations, renovations, repairs or replacements, and all expenses incident to taking and retaining possession of the Property; and (ii) the principal sum, interest and indebtedness evidenced by the Note and secured hereby, by the Security Instrument or any other document executed in connection therewith, together with all costs and attorneys' fees, in such order of priority as to any of the items mentioned in this paragraph, as Lender in its sole discretion may determine, any statute, law, custom or use to the contrary notwithstanding. The exercise by Lender of the option granted it in this paragraph and the collection of the rents, income and profits and the application thereof as herein provided shall not be considered a waiver of default by Lender hereunder or under any of the Loan Documents. In addition to all other rights and remedies set forth elsewhere in this Assignment, Borrower expressly agrees that Lender shall have all the rights available under Utah law for the enforcement of assignments of rents and leases or otherwise.

By occupying any part of the Property under a Lease, each future tenant, at the option of the Lender or its successors and assigns, shall be deemed to have agreed to attorn to Lender or any purchaser of the Property acquiring its interest in the Property as a result of a foreclosure by Lender or Lender's acceptance of a deed in lieu of foreclosure (a "New Owner") as successor landlord, subject to the Lender's or New Owner's agreement not to disturb such tenant under its Lease so long as tenant is not in default beyond any applicable notice and cure period, if any, thereunder. The recording of this Assignment is intended to impart notice to all future tenants of the foregoing provision of this Assignment.

Lender shall not be liable for any loss sustained by the Borrower resulting from Lender's failure to let the Property described herein after default, or from any other act or omission of Lender in managing the Property after default unless the loss is caused by the willful misconduct and bad faith of Lender. Nor shall Lender be obligated to perform or discharge any obligation, duty or liability of Borrower under said Leases or by reason of this Assignment. Borrower shall, and does hereby agree to save, defend, indemnify Lender for, and to hold Lender and its agents, employees, contractors, and managers harmless from and against any cost, expense, liability, loss damage, claim or assertion that may be incurred by or made against Lender or any such persons or entities arising from or related to the Leases or under or by reason of this Assignment and from any and all claims and demands whatsoever which may be asserted against Lender by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in said Leases or any right to maintain, inspect, manage or otherwise exercise any control or supervision over the Property or the condition thereof. Should Lender incur any such liability under said Leases or under or by reason of this Assignment or in defense of any such claims or demands, the amount thereof, including costs, expenses and reasonable attorneys' fees shall be secured hereby and the Borrower shall reimburse Lender therefor immediately upon demand and upon the failure of the Borrower to do so Lender may, at its option, declare all sums evidenced by the Note and secured hereby and by the Security Instrument immediately due and payable. It is further understood and agreed that this Assignment shall not operate to place responsibility for the control, care, management or repair of the Property upon Lender, nor for the performance of any of the terms and conditions of said Leases; nor shall it operate to make Lender responsible or liable for any waste committed on

the Property by the tenants or any other parties, or for any dangerous or defective condition of the Property, or for any negligence in the management, upkeep, repair or control of the Property resulting in loss or injury or death to any tenant, licensee, employee or stranger, unless caused by the willful misconduct or gross negligence of Lender.

This Assignment is given in connection with the Note and in support of the performance of the Borrower's obligations thereunder, and nothing herein contained shall be construed as (a) constituting Lender a "mortgagee-in-possession" of the Property herein described, or (b) an assumption by the Lender of Borrower's obligations as landlord under the Leases. In particular, acceptance by Lender of this Assignment shall not obligate Lender (a) to appear in or to defend any action or proceeding relating to the Leases or to the Property, (b) to perform any obligation as landlord under the Leases, (c) to pay any amount or to assume any future financial obligation of the landlord, including any obligation to pay to any tenant a security or other deposit not actually received by Lender or (d) to indemnify any tenant for any injury or damage to person or property sustained by any person or persons, firm or corporation in or about the Property, unless caused by the gross negligence of Lender.

Upon payment in full of the principal sum, interest and indebtedness secured hereby and by said Note and Security Instrument, and any renewal or extension thereof, as evidenced by the release of the Security Instrument of record by Lender, this Assignment shall become void and of no effect.

By execution of this Assignment, Borrower hereby authorizes and directs the tenants named in said Leases or any other or future tenant or occupant of the Property, to pay all rents, income and profits arising or accruing under said Leases or from the Property, directly to Lender upon receipt from Lender of written notice stating that there is a default under the Loan Documents, without requiring Lender to prove to the tenant the existence of any default, and to continue so to do until otherwise notified by Lender. Borrower appoints Lender as its attorney-in-fact, coupled with an interest, with full power of substitution, in the name, place, and stead of the Borrower to do, while a default exists under the Note, Security Instrument, this Assignment or any other Loan Document, all things and to perform all acts with respect to the Leases and the Property authorized by the terms of this Assignment, as Lender may determine from time to time in its reasonable discretion.

Lender may take or release other security for the payment of the principal sum, interest and indebtedness secured hereby and by said Note and Security Instrument, and may release any party primarily or secondarily liable therefor and may apply any other security held by it to the satisfaction of such Indebtedness without prejudice to any of its rights under this Assignment.

No waiver by Lender of any default on the part of the Borrower hereunder or under the Loan Documents shall be held or construed to be a waiver of any other default then, theretofore or thereafter existing. Nothing contained in this Assignment and no act done or omitted by the Lender pursuant to the powers and rights granted it hereunder shall be deemed to be a waiver by the Lender of its rights and remedies under the Note, the Security Instrument or other Loan

Documents and this Assignment is made and accepted without prejudice to any of the rights and remedies possessed by the Lender under the terms of said Note and other Loan Documents. The right of the Lender to collect the Indebtedness secured by said Security Instrument, and to enforce any other security therefor held by it may be exercised by the Lender either prior to, simultaneously with, or subsequent to any action taken by it hereunder. No judgment or decree which may be entered on any debt secured or intended to be secured by the Loan Documents shall lessen the effect of this instrument, and this Assignment shall continue in full force and effect until the full payment and discharge of (a) all indebtedness and liability secured by the Loan Documents, and (b) all expenses incurred by Lender relating to the Property. This Assignment shall remain in full force and effect during the pendency of any foreclosure proceedings under any of the Loan Documents, both before and after sale, until the issuance of a deed to the foreclosure sale purchaser.

Except as to the hereinafter Carveout Obligations, liability otherwise under this Assignment shall be limited to the Property given as security hereunder, and Borrower (including any and all general or limited partners, members or joint venturers of such Borrower) shall not be personally liable, whether by way of election of remedy, deficiency judgment, or otherwise for any monies due hereunder, whether principal, interest, attorney's fees, or other. Nothing in this paragraph, however, shall be deemed or construed to affect the validity of this Assignment or any of the other Loan Documents. Provided, however, Borrower shall be personally liable, jointly and severally, to Lender for all amounts due or arising from or in connection with the following obligations (the Carveout Obligations): (a) the obligation to pay any amounts advanced or expenses incurred by Lender with respect to any of those matters set forth in (i) through (x) below (the "Carveouts"), (b) the obligation to defend and hold Lender harmless from and against any claims, judgments, causes of action or proceedings arising from or in connection with any of the Carveouts, (c) the obligation to indemnify Lender with respect to any costs, damages, losses, including attorney's fees, suffered or incurred by Lender in connection with or arising from any of the Carveouts, and (d) the obligation to repay the entire Indebtedness, if Lender's exculpation of Borrower from personal liability has become void as set forth below. The Carveouts are:

- i material written misrepresentation by the Borrower with respect to the Loan;
- ii waste of the Property (which shall include damage, destruction or disrepair of the Property caused by a willful act or grossly negligent omission of the Borrower, but shall exclude ordinary wear and tear in the absence of gross negligence);
- iii misappropriation of tenant security deposits (including proceeds of tenant letters of credit), insurance proceeds or condemnation proceeds with regard to the Property;
- iv failure to pay ground rent, property taxes, assessments or other lienable impositions with regard to the Property, except to the extent funds for payment of said items were placed and remain in escrow with Lender ;

- v failure to pay to Lender (a) all rents, income and profits collected more than one month in advance with respect to the Property, and (b) all rents, income and profits (including any rent for the last month of the lease term under any Lease in force at the time of default), received with respect to the Property during any period when there exists a default under the Note or any of the Loan Documents, net of amounts used to pay the reasonable and customary operating and maintenance expenses of the Property;
- vi removal of fixtures or Personal Property from the Property, unless replaced in a commercially reasonable manner;
- vii any amounts expended by Lender in connection with the foreclosure of the Security Instrument or expenses incurred by Lender in connection with any proceeding brought to enforce the terms of the other Loan Documents following default;
- viii terminating or amending a Lease of the Property in violation of the Loan Documents;
- ix failure to maintain all insurance as required by the Security Instrument, except to the extent funds for payment of said insurance premiums were placed and remain in escrow with Lender; and
- x liability of the Borrower under the Environmental Indemnity Agreement dated as of the date hereof or the provisions set forth in the Security Instrument pertaining to hazardous materials or toxic substances found in, on or under the Property.

Notwithstanding anything herein to the contrary, Lender's exculpation of Borrower from personal liability for the repayment of the Indebtedness shall be void without notice in the event of (a) fraud or intentional misrepresentation by the Borrower, (b) a voluntary transfer or encumbrance of the Property, or any direct or indirect beneficial ownership interest therein, in violation of the Loan Documents, or (c) Borrower's filing of a voluntary petition for reorganization under Title 11 of the United States Code (or under any other present or future law, domestic or foreign, relating to bankruptcy, insolvency, reorganization proceedings or otherwise similarly affecting the rights of creditors), unless, prior to filing, Borrower offers to enter into Lender's choice of either an agreement to permit an uncontested foreclosure, or an agreement to deliver a deed in lieu of foreclosure, Lender accepts Borrower's offer and the agreement is consummated within sixty (60) days of Lender's acceptance of the offer. After the Lender accepts such an offer, default by the Borrower in fulfilling the terms of the accepted offer shall render Lender's exculpation of Borrower from personal liability for the repayment of the entire Indebtedness void and of no force or effect without notice to Borrower. No such offer shall be conditioned on any payment by the Lender, on the release of Borrower or any Guarantor from any obligation or liability under the Loan Documents, or on any other concession. Borrower's liability for the Carveout Obligations shall survive foreclosure of the Security Instrument (or the acquisition of the Property by Lender by a deed in lieu of foreclosure).

In case of any conflict between the terms of this instrument and the terms of the Note and Security Instrument described above, the terms of said Note and Security Instrument shall prevail.

This Assignment, together with the covenants and warranties herein contained, shall inure to the benefit of the Lender and any subsequent holder of the Note and Security Instrument and shall be binding upon the Borrower, his heirs, executors, administrators, successors and assigns and any subsequent owner of the Property.

The term "Leases" as used herein shall include the leases or lease hereby assigned or any extension or renewal thereof or any lease subsequently executed by Borrower covering the Property or any part thereof. In this Assignment, whenever the context so requires, the masculine gender includes the feminine or neuter, and the singular number includes the plural, and conversely. All obligations of Borrower hereunder are joint and several.

The term "Note" used herein shall mean Note or Notes whenever the context so requires and the term "Security Instrument" shall be construed to mean deed of trust, trust deed, security deed, or any other instrument or instruments securing said Note or Notes owned and held by Lender.

All notices hereunder shall be in writing. All notices to be given hereunder may be given by any of the following means: i) personal service, ii) overnight delivery by a reliable nationally-recognized overnight courier service, or iii) U.S. Mail, postage thereon prepaid, return receipt requested. Written notice shall be deemed effective as follows: i) if by personal service or overnight delivery, upon delivery or first attempted delivery (whether or not actually received) and ii) if by U.S. Mail, three (3) days after deposit in the U.S. Mail. Notices to Borrower or Lender shall be addressed to the mailing address for the applicable party shown in the caption hereof, and a copy of any notice to the Lender shall also be delivered to Lender at 16600 Swingley Ridge Road, Chesterfield, Missouri 63017, "Attention: Global Legal Services." Each of the parties may hereafter designate a different address for notices hereunder by providing notice of such designation to the other parties pursuant to the procedures set forth above.

PURSUANT TO UTAH CODE ANNOTATED SECTION 25-5-4, BORROWER IS NOTIFIED THAT THIS ASSIGNMENT, THE NOTE AND OTHER LOAN DOCUMENTS GOVERNING, EVIDENCING AND SECURING THE INDEBTEDNESS SECURED HEREBY REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES.

This instrument shall be governed by and construed under the laws of the state where the property herein described is located.

EXHIBIT A

LEGAL DESCRIPTION OF REAL PROPERTY

That certain real property located in Davis County, Utah, and more particularly described as follows:

LOT 1, FREEPORT COLD STORAGE SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE DAVIS COUNTY RECORDER'S OFFICE, STATE OF UTAH.