

Memorandum of Collateral Assignment

Prepared by and after
recording, return to:

Chapman Spingola LLP
190 South LaSalle
Suite 3850
Chicago, Illinois 60603

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COUNTY OF UTAH
STATE OF UTAH

THIS MEMORANDUM OF COLLATERAL ASSIGNMENT (the "Memorandum") is made and entered into as of the 18th day of January, 2023, by 1st Cast Opportunity Fund LLC, a limited liability company duly organized and existing under the laws of the State of Delaware ("Borrower") to and for the benefit of PARK RIDGE COMMUNITY BANK ("Lender"), its successors and assigns.

RECITALS

WHEREAS, Borrower and Lender have entered into a Business Loan Agreement dated December 8, 2022 (the "Loan Agreement") pursuant to which the Lender has provided to Borrower a credit facility;

WHEREAS, Borrower agreed to secure its obligations under the Loan Agreement by delivering a Collateral Assignment of Mortgages, Loan Documents and Security Agreements dated (the "Collateral Assignment") to and for the benefit of Lender, its successors and assigns;

WHEREAS, pursuant to the Collateral Assignment, Borrower assigned to Lender, all of its right, title and interest in and to the loan (the Pledged Loan") and all loan documents entered into by and between Borrower or its predecessor in interest and a third-party borrower ("Assignor Borrower") in connection with the Pledged Loan and the collateral securing the Pledged Loan, including the *Deed of Trust, Assignment of Leases and Rents, Fixture Filing, and Security Agreement dated August 18, 2022 and recorded on August 25, 2022 as document number ENT94418:2022 in the Official Records of Utah County in the state of Utah* (the "Mortgage") which encumbers the property more specifically described on Exhibit A annexed hereto and hereby made a party hereof (the "Property");

WHEREAS, Borrower and Lender desire to give public notice of the existence of the Collateral Assignment in the land records of *Utah County in the state of Utah*; and

WHEREAS, in order to notify parties of interest with respect to the Property, of the existence of the Collateral Assignment and Lender's rights and interests in the Property, Borrower and Lender enter into this Memorandum of Collateral Assignment.

NOW THEREFORE, Borrower and Lender hereby give notice of the following:

1. Pursuant to the Collateral Assignment, Borrower assigned to Lender the right to enforce any and all of the rights and remedies of Borrower under the Collateral Loan Documents (as defined in the Collateral Assignment), including, but not limited to, any rights to:

- (i) receive payment;
- (ii) call an event of default;
- (iii) exercise remedies, including, but not limited to, acceleration, liquidation of collateral, loan restructuring, substitution or addition of collateral;
- (iv) dispose of the Pledged Loan and derive proceeds in good faith and in a commercially reasonable manner; and
- (v) exercise Borrower's rights as mortgagee or secured party under any mortgage, security agreement or other security instrument securing the Pledged Loan.

2. Certain of Lender's rights under the Collateral Assignment are subject to Borrower's failure to meet its obligations under the Loan Agreement or the Collateral Assignment.

3. PURSUANT TO THE COLLATERAL ASSIGNMENT, LENDER'S WRITTEN CONSENT IS REQUIRED TO RELEASE BORROWER'S INTEREST IN THE COLLATERAL LOAN DOCUMENTS OR TAKE ANY ACTION WHICH WOULD IMPAIR BORROWER'S OR LENDER'S INTEREST IN THE COLLATERAL (AS DEFINED IN THE COLLATERAL ASSIGNMENT).

4. This Memorandum shall not modify the terms of the Collateral Assignment. In the event of any inconsistency between the provisions of this Memorandum and the provisions of the Collateral Assignment, the provisions of the Collateral Assignment shall govern.

5. This Memorandum may be executed in any number of counterparts, each of which will be deemed to be an original but all of which taken together will constitute one (1) document, and any of the parties hereto may execute this Memorandum by signing any such counterpart.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Collateral Assignment to be executed the day and year first above written.

BORROWER:

1st Cast Opportunity Fund LLC,
a limited liability company duly organized and existing under
the laws of the State of Delaware

By: JCAP Fund Manager, Inc., as Manager

By: 
Name: Robert Eakin
Title: President/Secretary

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

) ss

COUNTY OF Orange

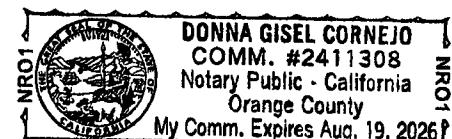
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On 1/20, 2023 before me, Donna Gisel Cornejo, Notary Public, personally appeared Robert Eakin, of 1st Cast Opportunity Fund LLC, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within 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 Donna Cornejo



(Seal)

LENDER:

PARK RIDGE COMMUNITY BANK

By: S. Carter
 Name: Sam Carter
 Title: Vice President

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 IL

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COUNTY OF COOK

) SS

On January 25, 2023 before me, Timothy J. Coyne Notary Public, personally appeared Sam Carter, of Park Ridge Community Bank, 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 Illinois that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Tim J. Coyne

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 OFFICIAL SEAL  
 TIMOTHY J COYNE  
 NOTARY PUBLIC - STATE OF ILLINOIS  
 MY COMMISSION EXPIRES 09/10/24  
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EXHIBIT A
To Memorandum

Legal Description of Property

Commonly Known As: 26 N Main St, Springville UT 84663

Beginning at 25 feet North of the Southwest corner of Block 38, Plat A, Springville City Survey, and running thence North 121.5 feet, thence East 74 feet, thence South 27.5 feet, thence East 132 feet, thence South 112 feet, thence West 17.5 feet, thence North 81.1726' West 119.87 feet, thence West 71 feet to the point of Beginning.

For identification purposes only: Tax Parcel No.: 06-034-0102