

RECORDING REQUESTED BY,  
AND AFTER RECORDING, RETURN TO:

Michael D. Burstein  
**MUCH SHELIST**  
191 North Wacker Drive  
Suite 1800  
Chicago, Illinois 60606.1615

ST #463774  
Tax ID No. 47-152-0003

ENT 73703:2019 PG 1 of 12  
Jeffery Smith  
Utah County Recorder  
2019 Aug 05 12:38 PM FEE 40.00 BY SW  
RECORDED FOR Stewart Title Insurance Agency of Uta  
ELECTRONICALLY RECORDED

*This space for Recorder's use only.*

#### ASSIGNMENT OF RENTS AND LEASES

This ASSIGNMENT OF RENTS AND LEASES (this "**Assignment**") is dated as of August 1, 2019, and is executed by **582 WEST PACIFIC DRIVE AMERICAN FORK LLC**, an Illinois limited liability company (the "**Assignor**"), whose address is c/o Fundamental Real Estate Investment Partners, 111 East Wacker Drive, Suite 1200, Chicago, Illinois 60601, to and for the benefit of **WINTRUST BANK**, an Illinois banking corporation (together with its successors and assigns, the "**Lender**"), whose address is 231 South LaSalle Street, 2<sup>nd</sup> Floor, Chicago, Illinois 60604.

#### RECITALS:

A. Pursuant to that certain Credit Agreement (as amended, modified, restated, or replaced from time to time, the "**Credit Agreement**") dated as of August 1, 2019 (the "**Effective Date**"), by and among **FUNDAMENTAL REIP FUND I LP**, a Delaware limited partnership (the "**Borrower**"), the Qualifying Subsidiaries that are and may become parties to the Credit Agreement (the Borrower and such Qualifying Subsidiaries are each referred to in this Assignment as a "**Loan Party**" and collectively as the "**Loan Parties**"), and the Lender, the Lender has established a revolving line of credit in favor of the Loan Parties in the maximum principal amount of **FIFTEEN MILLION AND NO/100 DOLLARS (\$15,000,000.00)** (the "**Loan**"). The Loan is evidenced by that certain promissory note dated the Effective Date (as the same may

be amended, modified, replaced or restated from time to time, the "**Note**"), executed by the Borrower and made payable to the order of the Lender.

**B.** In order for the Assignor to receive a portion of the proceeds of the Loan to finance or refinance its acquisition of the Premises (as defined below), the Assignor, the Borrower, and the Lender have executed a Joinder Agreement dated as of even date with this Assignment (the "**Joinder Agreement**") pursuant to which the Assignor has joined in the execution and delivery of each and every Loan Document. The Borrower is the sole member of the Assignor.

**C.** In accordance with Section 3.1 of the Credit Agreement, as conditions precedent to the Lender disbursing a portion of the proceeds of the Loan, the Assignor must execute and deliver to the Lender, among other requirements, (i) this Assignment, and (ii) that certain Revolving Deed of Trust, Security Agreement, Assignment of Rents and Leases, and Fixture Filing dated as of even date with this Assignment, executed by the Assignor to the Trustee named therein for the benefit of the Lender (the "**Deed of Trust**").

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto mutually agree as follows:

#### **AGREEMENTS:**

**1. DEFINITIONS.** Any capitalized word or phrase not otherwise defined in this Assignment has the meaning ascribed to such word or phrase in the Credit Agreement.

**2. GRANT OF SECURITY INTEREST.** The Assignor hereby grants, transfers, sets over, and assigns to the Lender, all of the right, title, and interest of the Assignor in and to (i) all of the rents, revenues, issues, profits, proceeds, receipts, income, accounts, and other receivables arising out of or from the land legally described in **Exhibit "A"** attached to and made a part of this Assignment and all buildings and other improvements located on said land (said land and improvements being hereinafter referred to collectively as the "**Premises**"), including, without limitation, lease termination fees, purchase option fees, and other fees and expenses payable under any lease; (ii) all leases and subleases (each, a "**Lease**", and collectively, the "**Leases**"), now or hereafter existing, of all or any part of the Premises together with all guaranties of any of such Leases and all security deposits delivered by tenants thereunder, whether in cash or letter of credit; (iii) all rights and claims for damage against tenants arising out of defaults under the Leases, including rights to termination fees and compensation with respect to rejected Leases pursuant to Section 365(a) of the Federal Bankruptcy Code or any replacement Section thereof; and (iv) all tenant improvements and fixtures located on the Premises. This Assignment is an absolute transfer and assignment of the foregoing interests to the Lender given to secure:

(a) the payment by the Loan Parties when due of (i) the indebtedness evidenced by the Note and any and all renewals, extensions, replacements, amendments, modifications, and refinancings thereof; (ii) any and all other indebtedness and obligations that may be due and owing to the Lender by the Loan Parties under or with respect to the Loan Documents; and (iii) all costs and expenses paid or incurred by the Lender in enforcing its rights

under this Assignment, including without limitation, court costs and reasonable attorneys' fees; and

(b) the observance and performance by the Loan Parties of the covenants, conditions, agreements, representations, warranties, and other liabilities and obligations of the Loan Parties or any other obligor to or benefiting the Lender which are evidenced or secured by or otherwise provided in the Credit Agreement, the Note, this Assignment, or any of the other Loan Documents (except the Indemnity Agreement [as defined in the Deed of Trust]), together with all amendments and modifications thereof.

Notwithstanding any provision herein to the contrary, this Assignment is intended, as to all of the rents, revenues, issues, profits, proceeds, receipts, income, accounts, and other receivables hereunder, to be a present and absolute assignment from the Assignor to the Lender, and not merely the passing of a security interest to the Lender with respect to all of the Assignor's other rights, titles, and interests under said Leases. Said rents, revenues, issues, profits, proceeds, receipts, income, accounts, and other receivables are hereby assigned absolutely by the Assignor to the Lender.

**3. REPRESENTATIONS AND WARRANTIES OF THE ASSIGNOR.** The Assignor represents and warrants to the Lender that:

(a) this Assignment, as executed by the Assignor, constitutes the legal and binding obligation of the Assignor enforceable in accordance with its terms and provisions;

(b) the Assignor is the lessor under all Leases;

(c) there is no other existing assignment of the Assignor's entire interest or any part of the Assignor's interest in or to any of the Leases, or any of the rents, issues, income, or profits assigned under this Assignment, nor has the Assignor entered into any agreement to subordinate any of the Leases or the Assignor's right to receive any of the rents, issues, income, or profits assigned under this Assignment;

(d) the Assignor has not executed any instrument or performed any act which may prevent the Lender from operating under any of the terms and provisions of this Assignment or which would limit the Lender in such operation; and

(e) there are no defaults by the landlord and, to the Assignor's knowledge, there are no material defaults by tenants under any Leases.

**4. COVENANTS OF THE ASSIGNOR.** The Assignor covenants and agrees that so long as this Assignment is in effect:

(a) the Assignor will not lease any portion of the Premises unless the Assignor obtains the Lender's prior written consent to all aspects of such lease, which consent will be deemed given if and when the Lender executes a Subordination and Attornment Agreement with the Assignor and the tenant under such lease in the form required by the Credit Agreement;

(b) the Assignor must observe and perform all of the covenants, terms, conditions, and agreements contained in the Leases to be observed or performed by the lessor thereunder, and the Assignor must not do or suffer to be done anything to impair the security thereof. The Assignor must not (i) release the liability of any tenant under any Lease, (ii) consent to any tenant's withholding of rent or making monetary advances and off-setting the same against future rentals, (iii) consent to any tenant's claim of a total or partial eviction, (iv) consent to a tenant termination or cancellation of any Lease, except as specifically provided therein, or (v) enter into any oral leases with respect to all or any portion of the Premises;

(c) the Assignor must not collect any of the rents, issues, income, or profits assigned under this Assignment more than thirty (30) days in advance of the time when the same becomes due, except for security or similar deposits;

(d) the Assignor must not make any other assignment of its entire or any part of its interest in or to any or all Leases, or any or all rents, issues, income, or profits assigned under this Assignment, except as specifically permitted by the Loan Documents;

(e) the Assignor must not modify the terms and provisions of any Lease and must not give any consent (including, but not limited to, any consent to any assignment of, or subletting under, any Lease, except as expressly permitted thereby) or approval, required or permitted by such terms and provisions or cancel or terminate any Lease, without the Lender's prior written consent; provided, however, that the Assignor may cancel or terminate any Lease as a result of a material default by the tenant thereunder and failure of such tenant to cure the default within the applicable time periods set forth in the Lease;

(f) the Assignor must not accept a surrender of any Lease or convey or transfer, or suffer or permit a conveyance or transfer, of the premises demised under any Lease or of any interest in any Lease 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, any tenant thereunder; any termination fees payable under a Lease for the early termination or surrender thereof must be paid jointly to the Assignor and the Lender;

(g) the Assignor must not alter, modify, or change the terms of any guaranty of any Lease, or cancel or terminate any such guaranty or do or permit to be done anything which would terminate any such guaranty as a matter of law;

(h) the Assignor must not waive or excuse the obligation to pay rent under any Lease;

(i) the Assignor must, at its sole cost and expense, appear in and defend any and all actions and proceedings arising under, relating to, or in any manner connected with any Lease or the obligations, duties, or liabilities of the lessor or any tenant or guarantor thereunder, and must pay all costs and expenses of the Lender, including court costs and reasonable attorneys' fees, in any such action or proceeding in which the Lender may appear;

(j) the Assignor must give prompt notice to the Lender of any notice of any default by the lessor under any Lease received from any tenant or guarantor thereunder;

(k) the Assignor must enforce the observance and performance of each covenant, term, condition, and agreement contained in each Lease to be observed and performed by the tenants and guarantors thereunder and must immediately notify the Lender of any material breach by the tenant or guarantor under any such Lease;

(l) the Assignor must not permit any of the Leases to become subordinate to any lien or liens other than liens securing the indebtedness secured hereby or liens for general real estate taxes not delinquent;

(m) the Assignor must not execute hereafter any Lease unless there is included therein a provision providing that the tenant thereunder acknowledges that such Lease has been assigned pursuant to this Assignment and agrees not to look to the Lender as mortgagee, mortgagee in possession or successor in title to the Premises for accountability for any security deposit required by lessor under such Lease unless such sums have actually been received in cash by the Lender as security for tenant's performance under such Lease; and

(n) if any tenant under any Lease is or becomes the subject of any proceeding under the Federal Bankruptcy Code, as amended from time to time, or any other federal, state, or local statute which provides for the possible termination or rejection of the Leases assigned hereby, the Assignor covenants and agrees that if any such Lease is so terminated or rejected, no settlement for damages will be made without the prior written consent of the Lender, and any check in payment of damages for termination or rejection of any such Lease will be made payable both to the Assignor and the Lender. The Assignor hereby assigns any such payment to the Lender and further covenants and agrees that upon the request of the Lender, it will duly endorse to the order of the Lender any such check, the proceeds of which will be applied in accordance with the provisions of *Section 8* below.

**5. RIGHTS PRIOR TO DEFAULT.** Unless or until an Event of Default (as defined in *Section 6*) has occurred and is continuing, the Lender grants the Assignor a license to collect the rents, issues and profits assigned hereunder as the same fall due (but in no event more than thirty (30) days in advance) and to use such rents, issues and profits in connection with the operation of the Premises; and authorizes the Assignor to receive payment of said rents, issues and profits. If an Event of Default has occurred and remains continuing, then the Lender, at the Lender's sole option, may terminate the Assignor's license and authority to receive, collect and use said rents, issues, and profits. Upon such termination, the Lender will be entitled to (i) immediate possession of all rents, issues and profits regardless of whether the Lender has initiated action to take possession of any portion of the Premises or to have a receiver appointed in the manner provided by law, and (ii) apply the rents, issues and profits in accordance with applicable law, and unless otherwise specified therein, in the Lender's sole and absolute discretion. All rents, issues and profits receivable from or with respect to the Premises which the Assignor will be permitted to collect hereunder will be received by it at the grace of the Lender, in trust, however, for the purpose of paying the usual and operating expenses of, and the taxes upon, the Premises and the sums owing the Lender under the Credit Agreement, the Note, the Deed of Trust or other

Loan Documents as they become due and payable. The Lender has the right to notify the tenants under the Leases of the existence of this Assignment at any time. Notwithstanding the above, in no event will the assignment pursuant to this Assignment reduce the indebtedness evidenced by the Note or otherwise secured by the Loan Documents, except to the extent, if any, that the rents, issues, income and profits assigned under this Assignment are actually received by the Lender and applied upon or after said receipt to such indebtedness in accordance with the provisions thereof.

**6. EVENTS OF DEFAULT.** An “*Event of Default*” will occur under this Assignment upon the occurrence of (a) a breach by the Assignor of any of the covenants, agreements, representations, warranties, or other provisions of this Assignment which is not cured or waived within the applicable grace or cure period, if any, set forth in the Credit Agreement or the Deed of Trust, as the case may be, or (b) any other Event of Default described in the Credit Agreement, the Note, the Deed of Trust, or any of the other Loan Documents.

**7. RIGHTS AND REMEDIES UPON DEFAULT.** At any time upon or following the occurrence of any Event of Default, the Lender, at its option, may exercise any one or more of the following rights and remedies without any obligation to do so, without in any way waiving such Event of Default, without further notice or demand on the Assignor, without regard to the adequacy of the security for the obligations secured hereby, without releasing the Assignor, the Borrower, any other Loan Party, or any guarantor of the Note from any obligation, and with or without bringing any action or proceeding to foreclose the Deed of Trust or any other lien or security interest granted by the Loan Documents:

(a) declare the unpaid balance of the principal sum of the Note, together with all accrued and unpaid interest thereon, immediately due and payable;

(b) enter upon and take possession of the Premises, either in person or by agent or by a receiver appointed by a court, and have, hold, manage, lease, and operate the same on such terms and for such period of time as the Lender may deem necessary or proper, with full power to make from time to time all alterations, renovations, repairs, or replacements thereto or thereof as may seem proper to the Lender, to make, enforce, modify, and accept the surrender of Leases, to obtain and evict tenants, to fix or modify rents, and to do any other act which the Lender deems necessary or proper;

(c) either with or without taking possession of the Premises, demand, sue for, settle, compromise, collect, and give acquittances for all rents, issues, income, and profits of and from the Premises and pursue all remedies for enforcement of the Leases and all the lessor’s rights therein and thereunder. This Assignment constitutes an authorization and direction to the tenants under the Leases to pay all rents and other amounts payable under the Leases to the Lender, without proof of default under this Assignment, upon receipt from the Lender of written notice to thereafter pay all such rents and other amounts to the Lender and to comply with any notice or demand by the Lender for observance or performance of any of the covenants, terms, conditions, and agreements contained in the Leases to be observed or performed by the tenants thereunder, and the Assignor must facilitate in all reasonable ways the Lender’s collection of

such rents, issues, income, and profits, and upon request will execute written notices to the tenants under the Leases to thereafter pay all such rents and other amounts to the Lender; and

(d) make any payment or do any act required herein of the Assignor in such manner and to such extent as the Lender may deem necessary, and any amount so paid by the Lender will become immediately due and payable by the Assignor with interest thereon until paid at the Default Rate and will be secured by this Assignment.

**8. APPLICATION OF PROCEEDS.** All sums collected and received by the Lender out of the rents, issues, income, and profits of the Premises following the occurrence of any one or more Events of Default will be applied in accordance with applicable law and, unless otherwise specified under applicable law, in such order as the Lender elects in its sole and absolute discretion.

**9. LIMITATION OF THE LENDER'S LIABILITY.** The Lender will not be liable for any loss sustained by the Assignor resulting from the Lender's failure to let the Premises or from any other act or omission of the Lender in managing, operating, or maintaining the Premises following the occurrence of an Event of Default. The Lender will not be obligated to observe, perform, or discharge, nor does the Lender hereby undertake to observe, perform, or discharge any covenant, term, condition, or agreement contained in any Lease to be observed or performed by the lessor thereunder, or any obligation, duty, or liability of the Assignor under or by reason of this Assignment. The Assignor must and does hereby agree to indemnify, defend (using counsel reasonably satisfactory to the Lender), and hold the Lender harmless from and against any and all liability, loss or damage which the Lender may incur under any Lease or under or by reason of this Assignment and of and from any and all claims and demands whatsoever which may be asserted against the Lender by reason of any alleged obligation or undertaking on its part to observe or perform any of the covenants, terms, conditions, and agreements contained in any Lease; provided, however, in no event will the Assignor be liable for any liability, loss, or damage which the Lender incurs as a result of the Lender's gross negligence or willful misconduct. Should the Lender incur any such liability, loss, or damage under any Lease or under or by reason of this Assignment, or in the defense of any such claim or demand, the amount thereof, including costs, expenses, and reasonable attorneys' fees, will become immediately due and payable by the Assignor with interest thereon at the Default Rate and will be secured by this Assignment. This Assignment will not operate to place responsibility upon the Lender for the care, control, management, or repair of the Premises or for the carrying out of any of the covenants, terms, conditions, and agreements contained in any Lease, nor will it operate to make the Lender responsible or liable for any waste committed upon the Premises by any tenant, occupant, or other party, or for any dangerous or defective condition of the Premises, or for any negligence in the management, upkeep, repair, or control of the Premises resulting in loss or injury or death to any tenant, occupant, licensee, employee, or stranger. Nothing set forth herein or in the Deed of Trust, and no exercise by the Lender of any of the rights set forth herein or in the Deed of Trust will constitute or be construed as constituting the Lender a "mortgagee in possession" of the Premises, in the absence of the taking of actual possession of the Premises by the Lender pursuant to the provisions of this Assignment or of the Deed of Trust.

**10. NO WAIVER.** Nothing contained in this Assignment and no act done or omitted to be done by the Lender pursuant to the rights and powers granted to it under this Assignment will be deemed to be a waiver by the Lender of its rights and remedies under any of the Loan Documents. This Assignment is made and accepted without prejudice to any of the rights and remedies of the Lender under the terms and provisions of such instruments, and the Lender may exercise any of its rights and remedies under the terms and provisions of such instruments either prior to, simultaneously with, or subsequent to any action taken by it under this Assignment. The Lender may take or release any other security for the performance of the obligations secured hereby, may release any party primarily or secondarily liable therefor, and may apply any other security held by it for the satisfaction of the obligations secured hereby without prejudice to any of its rights and powers under this Assignment.

**11. FURTHER ASSURANCES.** The Assignor must execute or cause to be executed such additional instruments (including, but not limited to, general or specific assignments of such Leases as the Lender may designate) and must do or cause to be done such further acts, as the Lender may request, in order to permit the Lender to perfect, protect, preserve, and maintain the assignment made to the Lender by this Assignment.

**12. SECURITY DEPOSITS.** The Assignor acknowledges that the Lender has not received for the Lender's own account any security deposited by any tenant pursuant to the terms of the Leases and that the Lender assumes no responsibility or liability for any security so deposited.

**13. SEVERABILITY.** If any provision of this Assignment is deemed to be invalid by reason of the operation of law, or by reason of the interpretation placed thereon by any administrative agency or any court, the Lender and the Assignor will negotiate an equitable adjustment in the provisions of the same in order to effect, to the maximum extent permitted by law, the purpose of this Assignment and the validity and enforceability of the remaining provisions, or portions or applications thereof, will not be affected thereby and will remain in full force and effect.

**14. SUCCESSORS AND ASSIGNS.** This Assignment is binding upon the Assignor and its legal representatives, successors, and assigns, and the rights, powers, and remedies of the Lender under this Assignment will inure to the benefit of the Lender and its successors and assigns.

**15. WRITTEN MODIFICATIONS.** This Assignment will not be amended, modified, or supplemented without the written agreement of the Assignor and the Lender at the time of such amendment, modification, or supplement.

**16. DURATION.** This Assignment will become null and void at such time as the Assignor has paid the principal sum of the Note, together with all interest thereon, and has fully paid and performed all of the other obligations secured hereby and by the other Loan Documents, and by its acceptance thereof, the Lender agrees, at such time, to execute and deliver to the Assignor an instrument in recordable form, wherein the Lender acknowledges the termination of



its rights under this Assignment or assigns such rights, without recourse, to the Assignor's designee.

**17. GOVERNING LAW.** THIS ASSIGNMENT WILL BE GOVERNED BY, CONSTRUED, APPLIED, AND ENFORCED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF ILLINOIS, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES, PROVIDED, HOWEVER, THAT TO THE EXTENT THE MANDATORY PROVISIONS OF THE LAWS OF ANOTHER JURISDICTION RELATING TO (I) THE CREATION, VALIDITY, PRIORITY, PERFECTION, OR THE EFFECT OF PERFECTION OR NON-PERFECTION OF THE SECURITY INTERESTS IN ANY OF THE PREMISES, (II) THE LIEN, ENCUMBRANCE, OR OTHER INTEREST IN THE PROPERTY GRANTED OR CONVEYED BY THIS ASSIGNMENT OR THE ENFORCEMENT THEREOF, OR (III) THE AVAILABILITY OF AND PROCEDURES RELATING TO ANY REMEDY UNDER THIS ASSIGNMENT OR RELATED TO THIS ASSIGNMENT ARE REQUIRED TO BE GOVERNED BY SUCH OTHER JURISDICTION'S LAWS, THOSE OTHER LAWS WILL BE DEEMED TO GOVERN AND CONTROL.

**18. NOTICES.** All notices, demands, requests, and other correspondence which are required or permitted to be given under this Assignment will be deemed sufficiently given when delivered or mailed in the manner and to the addresses of the Assignor and the Lender, as the case may be, as specified in the Deed of Trust.

**19. WAIVER OF TRIAL BY JURY.** TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE ASSIGNOR AND THE LENDER (BY ACCEPTANCE OF THIS ASSIGNMENT), HAVING BEEN REPRESENTED BY COUNSEL, EACH KNOWINGLY AND VOLUNTARILY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS (A) UNDER THIS ASSIGNMENT, ANY OTHER LOAN DOCUMENT, OR ANY RELATED AGREEMENT OR UNDER ANY AMENDMENT, INSTRUMENT, DOCUMENT, OR AGREEMENT DELIVERED OR WHICH MAY IN THE FUTURE BE DELIVERED IN CONNECTION WITH THIS ASSIGNMENT OR (B) ARISING FROM ANY BANKING RELATIONSHIP EXISTING IN CONNECTION WITH THIS ASSIGNMENT, AND AGREES THAT ANY SUCH ACTION OR PROCEEDING WILL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY. THE ASSIGNOR AGREES THAT IT WILL NOT ASSERT ANY CLAIM AGAINST THE LENDER OR ANY OTHER PERSON INDEMNIFIED UNDER THIS ASSIGNMENT ON ANY THEORY OF LIABILITY FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES.

**20. NOTICE TO TENANTS.** The Assignor hereby authorizes and directs the tenants under the Leases or any other party obligated under any contracts to pay rents, issues and profits to the Lender upon written demand by the Lender after a default hereunder or under the terms of any Loan Document, without further consent of the Assignor and regardless of whether the Lender has taken possession of any other portion of the Property, and the tenants or any other party may rely upon any written statement delivered by the Lender to the tenants or any other party. Any such payment to the Lender will constitute payment to the Assignor under the Leases, and the Assignor hereby appoints the Lender as the Assignor's lawful attorney-in-fact for giving, and the Lender is hereby empowered to give acquittances to any tenants for such payments to the Lender after a default. Notwithstanding anything contained herein or in any other Loan Documents to the contrary, possession of the Premises by the Lender will not be a prerequisite to the Lender's right to collect rents, issues and profits hereunder upon a default by the Assignor

and the Assignor hereby declares that the Assignment set forth herein is absolute and unconditional and will entitle the Lender to collect all rents, issues and profits from the Premises from and after the occurrence of any default under the Note, Deed of Trust or any other Loan Documents.

***[Remainder of Page Intentionally Left Blank—Signature Page Follows]***

IN WITNESS WHEREOF, the Assignor has executed and delivered this Assignment of Rents and Leases of the day and year first above written.

**582 WEST PACIFIC DRIVE AMERICAN FORK LLC**, an Illinois limited liability company

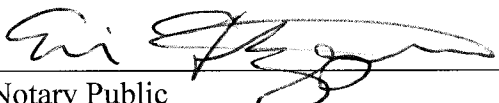
By:   
Paul Simcox, Manager

STATE OF ILLINOIS    )  
  ) SS.  
COUNTY OF COOK    )

The undersigned, a Notary Public in and for the said County, in the State aforesaid, **DOES HEREBY CERTIFY** that Paul Simcox, the Manager of **582 WEST PACIFIC DRIVE AMERICAN FORK LLC**, an Illinois limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Manager, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said limited liability companies and limited partnerships, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 31<sup>st</sup> day of July, 2019.



  
Notary Public

**EXHIBIT "A"**

**LEGAL DESCRIPTION OF PREMISES**

The land referred to herein is situated in the County of Utah, State of Utah, and is described as follows:

Parcel 1:

Lot 3, North Timp Plaza Plat "B" Amended, Lot 2, Plat "A", according to the official plat thereof on file and of record in the Office of the County Recorder, Utah County, Utah.

Parcel 1A:

The easement rights in so far as they accrue to Parcel 1, herein described as Parcel 1, under the following:

Declaration of Restrictions and Cross Easement Agreement:

Recorded: August 4, 1995

Entry No.: 50416

Book/Page: 3736/62

**PROPERTY ADDRESS OF PREMISES:**

582 West Pacific Drive  
American Fork, Utah 84003

**TAX ID NUMBER:**

47-152-0003