

**IN THE CIRCUIT COURT OF JEFFERSON COUNTY, ARKANSAS
CIVIL DIVISION**

**CAMS REALTY, LLC; JUNDY COMPANY, LLC;
HAPPINESS, LLC; MARK MACHLIS; CLUB FITNESS, INC.;
MICHAEL MANCHON; CAROLE MANCHON;
THOMAS PETERSON; BETH PETERSON;
DOUG GONZALES; MARY SNOW;
M/J CASSIDY HOLDINGS LLC; TRD PROPERTIES, INC.;
ONEIDA MCMANN; GUY USSORIO; YAU-JUO TANG;
CYNTHIA TANG; DANA DEVLIN;
TIGHT LINES HOLDINGS, LLC; 934 HOLLYWOOD LLC;
LAWRENCE HENCHEL; SUSAN HENCHEL; DENNIS GUNN;
LAUREN-GLENN DAVITIAN; TRENT LARTZ;
ROBERT MARKLE; RAY BOMBEN; AND
DONALD RICHARDSON**

PLAINTIFFS

VS.

CASE NO. 35CV-22-992

**SARC BY HSI: PINE BLUFF, AR INC.;
HEALTHCARE SOLUTIONS MANAGEMENT
GROUP, INC.; ARKANSAS CANCER CLINIC, P.A.,
D/B/A ARKANSAS CANCER INSTITUTE;
CARDIAC & VASCULAR INSTITUTE, PLLC;
SARC BY HSH ASC PINE BLUFF LLC;
AUTONOMY HEALTHCARE PROVIDERS;
CENTRAL ARKANSAS DX LAB; AND
PAIN MANAGEMENT GROUP**

DEFENDANTS

AMENDED COMPLAINT

Plaintiffs CAMS Realty, LLC, Jundy Company, LLC, Happiness, LLC, Mark Machlis, Club Fitness, Inc., Michael Manchon, Carole Manchon, Thomas Peterson, Beth Peterson, Doug Gonzales, Mary Snow, M/J Cassidy Holdings LLC, TRD Properties, Inc., Oneida McMann, Guy Ussorio, Yau-Juo Tang, Cynthia Tang, Dana Devlin, Tight Lines Holdings, LLC, 934 Hollywood LLC, Lawrence Henschel, Susan

Henchel, Dennis Gunn, Lauren-Glenn Davitian, Trent Lartz, Robert Markle, Ray Bomben, Donald Richardson, for their amended complaint for unlawful detainer, state:

PARTIES, JURISDICTION, AND VENUE

1. The real property that is the subject of this action is located at 7200 S. Hazel Street, Pine Bluff, Arkansas 71603 (the “Premises”).

2. Plaintiffs Jundy Company, LLC, Happiness, LLC, Mark Machlis, Club Fitness, Inc., Michael Manchon, Carole Manchon, Thomas Peterson, Beth Peterson, Doug Gonzales, Mary Snow, M/J Cassidy Holdings LLC, TRD Properties, Inc., Oneida McMann, Guy Ussorio, Yau-Juo Tang, Cynthia Tang, Dana Devlin, Tight Lines Holdings, LLC, 934 Hollywood LLC, Lawrence Henchel, Susan Henchel, Dennis Gunn, Lauren-Glenn Davitian, Trent Lartz, Robert Markle, Ray Bomben, Donald Richardson (collectively, the “TIC Owners”) are all the tenant-in-common owners of the Premises being unlawfully detained in this matter. True and correct copies of Warranty Deeds reflecting the TIC Owners’ respective ownership interests in the Premises at issue are attached and incorporated herein by reference as Exhibit 1.

3. Plaintiff CAMS Realty, LLC (individually referred to as “CAMS” and collectively with TIC Owners as “Plaintiffs”) is a Utah limited liability company and is a resident of Utah. CAMS is the lease administrator for the lease at issue in this case and serves on behalf of the TIC Owners, in the capacity as landlord.

4. Upon information and belief, defendant SARC By HSI: Pine Bluff, AR Inc. (“Tenant”) is a Delaware corporation with its principal place of business in Dallas, Texas. Jonathan Loutzenhiser, as Vice President, signed the lease at issue on behalf of Tenant.

5. Upon information and belief and according to its website, defendant Healthcare Solutions Management Group, Inc. (“Guarantor”) is a Delaware corporation and has its corporate headquarters in Springhill, Louisiana, a corporate office in Dallas, Texas, and a place(s) of business in Glen Gove, New York.

6. Upon information and belief, defendant Arkansas Cancer Clinic, P.A., d/b/a Arkansas Cancer Institute (“ACC”) is an Arkansas professional corporation with its principal place of business in Jefferson County, Arkansas. ACC is a subtenant occupying the Premises that is currently unlawfully detained.

7. Upon information and belief, defendant Cardiac & Vascular Institute, PLLC (“CVI”) is an Arkansas limited liability company and is a resident of Arkansas. CVI is a subtenant occupying the Premises that is currently unlawfully detained.

8. Upon information and belief, defendant SARC by HSH ASC Pine Bluff LLC (“SARC”) is a Delaware limited liability company engaged in business in Arkansas. SARC is a subtenant occupying the Premises that is currently unlawfully detained.

9. Defendant Autonomy Healthcare Providers (“AHP”) is a subtenant occupying the Premises that is currently unlawfully detained.

10. Defendant Central Arkansas DX Lab (“CADL”) is a subtenant occupying the Premises that is currently unlawfully detained.

11. Defendant Pain Management Group (“PMG”) is a subtenant occupying the Premises that is currently unlawfully detained.

12. ACC, CVI, SARC, AHP, CADL, and PMG are collectively referred to herein as “Subtenants.”

13. The Court has jurisdiction over the subject matter of this cause of action under Arkansas laws including, without limitation, Ark. Const. Amend. 80, §§ 6, 19, and Ark. Code Ann. § 16-13-201(a) and Ark. Code Ann. § 18-60-306(a)(1), which provides jurisdiction of unlawful detainer cases before the “[c]ircuit court of any county in which the offenses may be committed.”

14. This Court has jurisdiction over the parties pursuant to Arkansas law, including without limitation, Ark. Code Ann. § 16-4-101(B).

15. Venue is proper in this Court under Arkansas law, including without limitation, Ark. Code Ann. §§ 16-60-101, -116.

16. Plaintiffs’ claim is for breach of lease by Tenant and Guarantor and for unlawful detainer against all Defendants of the commercial Premises located in Jefferson County, Arkansas.

17. TIC Owners, as the owners of the Premises and CAMS, serving as lease administrator on behalf of the TIC Owners, is entitled to possession of the following described commercial property: 7200 S. Hazel Street, Pine Bluff, Arkansas 71603 (the “Premises”).

FACTUAL BACKGROUND

18. On or about January 21, 2020, ADP-Millcreek 3, LLC, as the original landlord, entered into a lease agreement (the “Lease”) for the Premises with Tenant and Guarantor. A true and correct copy of the Lease is attached and incorporated herein by reference as Exhibit 2.

19. The Lease commenced on or about April 28, 2020 when ADP-Millcreek 3, LLC acquired an ownership interest in the Premises. A true and correct copy of the Warranty Deed from AMD Real Estate, LLC to ADP-Millcreek 3, LLC is attached and incorporated herein by reference as Exhibit 3.

20. On or about March 4, 2022, ADP-Millcreek 3, LLC assigned its interest in the Lease to all TIC Owners based on their respective ownership shares. True and correct copies of all assignments and assumptions of the Lease are attached and incorporated herein by reference as Exhibit 4.

21. TIC Owners and CAMS subsequently entered into agreements for CAMS to serve as the agent for the TIC Owners and to enforce the terms of the Lease on behalf of the TIC Owners.

22. Pursuant to Section Four of the Lease, Tenant and Guarantor are required to pay monthly rental payments to CAMS in the amount of \$70,877.63 by the first of each month.

23. Tenant and Guarantor also agreed to pay late fees in the amount of 5% of any past due amount and interest of 1.5% on any past due amounts pursuant to Section Seven of the Lease.

24. Section Ten of the Lease additionally requires Tenant to pay real property taxes for the Premises. In the event the landlord pays the tax assessed, and any penalties and interest resulting from Tenant's failure to pay, the amount of that payment by the landlord shall be due and payable to landlord by Tenant with the next succeeding rental installment, and shall bear an interest at the rate of 10% per annum from the date of the payment by landlord until repayment by Tenant.

25. Pursuant to Section Twenty Five of the Lease, among other events of default, the Lease is materially breached in the event the required rental payments are not paid in full when due.

26. Pursuant to Section Twenty Six of the Lease, in the event of a material breach of the terms of the Lease as that term is defined in Section Twenty Five, the landlord has the right to terminate the Lease.

27. Tenant and Guarantor have failed to timely pay the required rent, interest and late fees that have accrued as required by the Lease and, therefore, Tenant and Guarantor have defaulted under Section Twenty Five of the Lease.

28. Moreover, Tenant failed to pay the real property taxes by October 15, 2022 for the tax year 2021, which resulted in a 10% late fee being assessed by the county's tax collector.

29. CAMS, on behalf of the TIC Owners, paid the real property taxes for the year 2021 and the assessed late fee.

30. Therefore, as of the date of the filing of this Complaint, Tenant and Guarantor are in default pursuant to the terms of the Lease in the amount of

\$257,274.04, with late fees, subsequent rental payments, and interest accrued, all becoming due and payable at the beginning of each month.

31. On September 27, 2022, CAMS sent a notice of default and demand for payment to Tenant and Guarantor requesting that the default be cured within 10 days of the date of the letter. A true and correct copy of the Notice of Default and Demand for Payment is attached and incorporated herein by reference as Exhibit 5.

32. On October 25, 2022, CAMS sent a notice of lease termination to Tenant and Guarantor, demanded that all past due rent be paid (the “Notice of Lease Termination”) and informed the Tenant and Guarantor that the Lease was terminated as a result of their failure to pay the required rent and other charges when due. A true and correct copy of the Notice of Lease Termination is attached and incorporated herein by reference as Exhibit 6.

33. Despite numerous demands, Tenant and Guarantor have failed to cure their default as required by the terms of the Lease.

COUNT I – BREACH OF LEASE

34. Plaintiffs reallege and incorporate herein each and every paragraph contained in the foregoing paragraphs of this complaint.

35. Section Twenty Five of the Lease defines certain acts or omissions as an “Event of Default,” which constitute a material breach of the Lease.

36. The Lease provides that the failure to pay rent in full when due, by either Tenant or Guarantor, is considered an Event of Default and a material breach of the Lease.

37. Despite notice and demand, Tenant and Guarantor have failed to make payments of rent, taxes, late fees, and accrued interest when due. As such, Tenant and Guarantor are in default under the terms of the Lease. As of the date of the filing of the Complaint, the Tenant and Guarantor are indebted to the TIC Owners in the amount of \$257,274.04, with additional rental payments, late fees and interest accruing pursuant to the Lease.

38. The Lease provides that in the event of a default, there are remedies available to CAMS, which include, but are not limited to, taking possession of the Premises.

39. As a result of Tenant and Guarantor's default under the terms of the Lease, Plaintiffs are entitled to a judgment against Tenant and Guarantor, jointly and severally, in an amount equal to not less than \$257,274.04, plus treble liquidated damages recoverable under Arkansas law, and subsequent rent payments, late fees and interest fees which accrue.

40. Pursuant to Section Thirty Two of the Lease and Ark. Code Ann. § 16-22-308, Plaintiffs are entitled to recover their attorneys' fees and costs against Tenant and Guarantor.

COUNT II – UNLAWFUL DETAINER

41. Plaintiffs reallege and incorporate herein each and every paragraph contained in the foregoing paragraphs of this complaint.

42. Pursuant to Arkansas law, on November 22, 2022, Plaintiffs mailed to Tenant, Guarantor, and Subtenants a Notice to Quit, demanding that each vacate

the Premises within three (3) days as a result of Tenant and Guarantor's failure to pay the required rent under the Lease when due. A true and correct copy of the Notice to Quit is attached and incorporated herein by reference as Exhibit 7.

43. Despite delivery of the Notice to Vacate, the Defendants have failed and refused to vacate the Premises and thereby unlawfully detain the Premises.

44. Mary Street, the Lease Administrator for CAMS, has personal knowledge of the grounds for unlawful detainer, as set forth herein. Pursuant to Ark. Code Ann. § 18-60-307(a), the affidavit of Mary Street is simultaneously being filed in the office of the clerk of the court along with this complaint. A true and correct copy of the affidavit of Mary Street is attached and incorporated herein by reference as Exhibit 8.

45. Pursuant to Ark. Code Ann. § 18-60-307(b), in the event all Defendants have not, within five (5) days after being served with this complaint, the affidavit of Mary Street, and the notice that Plaintiffs are seeking a writ of possession, filed a written objection to the Plaintiffs' claim for possession, Plaintiffs request that the Court enter an order directing the clerk of the court to immediately issue a writ of possession directed to the sheriff commanding him or her to cause possession of the Premises to be delivered to CAMS, on behalf of TIC Owners, without delay.

46. Pursuant to Ark. Code Ann. § 18-60-309(a), Plaintiffs are entitled to a judgment, joint and severally, against Tenant and Guarantor for the rent due and agreed upon at the time of the commencement of this action, plus the rent, interest and late charge that will accrue up to the Court's final judgment.

47. Plaintiffs are entitled to liquidated damages against Tenant and Guarantor at the rate of three (3) times the rental value per month for the time that the Defendants have unlawfully detained the Premises pursuant to Ark. Code Ann. § 18-60-309(b)(2).

48. Tenant and Guarantor are liable to Plaintiffs, joint and severally, for attorneys' fees and costs pursuant to the Lease and Ark. Code Ann. § 18-60-309 (c)(1).

49. Plaintiffs specifically reserve the right to bring any additional causes of action against Defendants, or additional defendants, and to amend this complaint as necessary.

WHEREFORE, Plaintiffs prays as follows:

(a) For a finding by this Court that Tenant and Guarantor breached the Lease by failing to pay rent when due;

(b) For a finding by this Court that CAMS, on behalf of the TIC Owners and/or the TIC Owners are entitled to immediate possession of the Premises pursuant to the Lease and Arkansas law;

(c) For issuance of a Writ of Possession;

(d) For a judgment against Tenant and Guarantor, jointly and severally, in an amount equal to not less than \$257,274.04 for rent, taxes, interest, and late fees due as of the date of the filing of this action, plus additional rent, interest and late fees that accrue through the date of the judgment as a result of Tenant and Guarantor's breach of the Lease and pursuant to § 18-60-309(a);

(e) For a judgment against Tenant and Guarantor, joint and severally, for additional liquidated, treble damages, attorneys' fees, and costs pursuant to the Lease and Ark. Code Ann. § 18-60-309(b)(2), (c)(1); and

(f) For all other relief to it is entitled.

Respectfully submitted,

WRIGHT, LINDSEY & JENNINGS LLP
200 West Capitol Avenue, Suite 2300
Little Rock, Arkansas 72201-3699
(501) 371-0808
FAX: (501) 376-9442
EMAIL: ccoleman@wlj.com;
chickman@wlj.com

By: 

Charles T. Coleman (80030)
P. Collins Hickman Jr. (2020189)

Attorneys for Plaintiffs

FILED FOR RECORD
AT 1:55 O'CLOCK P M

OCT 20 2021
Katherine White, cc
BARBARA COLLINS, CIRCUIT CLERK
JEFFERSON COUNTY, ARKANSAS

\$30.00

WARRANTY DEED (Limited Liability Company)

KNOW ALL MEN BY THESE PRESENTS:

THAT **ADP-MILLCREEK 3, LLC**, a Utah limited liability company (hereinafter "Grantor"), by and through its authorized Manager, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration in hand paid by **RAYMOND BOMBEN AND OWENA JEAN BOMBEN, AS TRUSTEES UNDER THE RAYMOND BOMBEN AND OWENA JEAN BOMBEN TRUST DATED FEBRUARY 8, 2000**, as to a 1.275% interest as a tenant in common (herein "Grantee"), the receipt of which is hereby acknowledged, does hereby grant, bargain, sell, and convey unto said **RAYMOND BOMBEN AND OWENA JEAN BOMBEN, AS TRUSTEES UNDER THE RAYMOND BOMBEN AND OWENA JEAN BOMBEN TRUST DATED FEBRUARY 8, 2000**, as to a 1.275% interest as a tenant in common, and unto Grantee's successors and assigns forever, the following described land, situate in the County of Jefferson and State of Arkansas, to-wit:

See Exhibit "A" attached hereto and made a part hereof

SUBJECT TO recorded instruments, covenants, rights of way, easements, and all prior mineral reservations and oil and gas leases, if any.

TO HAVE AND TO HOLD the same unto the said Grantee and unto Grantee's successors and assigns forever, with all tenements, appurtenances, and hereditaments thereunto belonging.

AND Grantor hereby covenants with said Grantee that Grantor is lawfully seized of said lands, that the same is unencumbered, and that Grantor will forever warrant and defend the title to the said lands against all claims whatsoever.

EXHIBIT 1

IN TESTIMONY WHEREOF, the name of the Grantor is hereunto affixed by its authorized Manager, this 12th day of October, 2021.

MAIL TAX STATEMENTS TO:
c/o MILLROCK INVESTMENT FUND 1, LLC
111 S. MAIN ST, STE. 2200
Salt Lake City, UT 84111

ADP-MILLCREEK 3, LLC

By: MILLROCK INVESTMENT FUND 1, LLC,
a Utah limited liability company, its Member

By: [Signature]
Name: Kevin Long
Title: Manager

ACKNOWLEDGEMENT

STATE OF: UTAH }
 } ss:
COUNTY OF: UTAH }

On this day, before undersigned, a Notary Public, duly commissioned, qualified and acting, within and for the said County and State, appeared in person the within named Kevin Long to me personally known, who stated that he was the authorized Manager of MILLROCK INVESTMENT FUND 1, LLC, a Utah limited liability company, the Member of ADP-MILLCREEK 3, LLC, a Utah limited liability company, and was duly authorized in said capacity to execute the foregoing instrument for and in the name and behalf of said company, and further stated and acknowledged that he had so signed, executed and delivered said instrument for the consideration, uses and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 12th day of October, 2021.

My Commission Expires:
03-19-2024

[Signature]
Notary Public



Exhibit A
Legal Description

Tract I:

Part of the Southeast Quarter (SE1/4) of the Southeast Quarter (SE1/4) of Section 32, Township 6 South, Range 9 West of the 5th P.M., more particularly described as follows:

Commencing at the Southeast corner of said Southeast Quarter (SE1/4) of the Southeast Quarter (SE1/4), thence South 89 degrees 21 minutes 18 seconds West 40.00 feet to the point of beginning; thence North 00 degrees 42 minutes 17 seconds West 340.00 feet; thence South 89 degrees 26 minutes 11 seconds West 440.00 feet; thence South 00 degrees 42 minutes 18 seconds East 340.00 feet to the South line of said Southeast Quarter (SE1/4) of the Southeast Quarter (SE1/4); thence North 89 degrees 34 minutes 26 seconds East 164.54 feet along said South line; thence North 89 degrees 21 minutes 18 seconds East 275.46 feet along said South line to the point of beginning.

Tract II:

Commence at the Southeast corner of said Southeast Quarter (SE1/4) of the Southeast Quarter (SE1/4) of Section 32, Township 6 South, Range 9 West, thence South 89 degrees 20 minutes 45 seconds West along the South line of said Section 315.46 feet to the Northwest corner of Section 4, Township 7 South, Range 9 West, thence South 89 degrees 30 minutes 15 seconds West along said Section 32 South line 164.51 feet to the point of beginning; thence South 89 degrees 30 minutes 15 seconds West along said Section 32 South line 100.00 feet; thence North 00 degrees 46 minutes 10 seconds West 389.77 feet; thence North 89 degrees 22 minutes 10 seconds East 540.00 feet to the West right of way line of Hazel Street; thence South 00 degrees 45 minutes 55 seconds East along said West right of way line 50.00 feet; thence South 89 degrees 22 minutes 10 seconds West 440.00 feet; thence South 00 degrees 46 minutes 15 seconds East 340.00 feet to the point of beginning.



STATE OF ARKANSAS
 DEPARTMENT OF FINANCE AND ADMINISTRATION
 MISCELLANEOUS TAX SECTION
 P.O. BOX 896, LITTLE ROCK, AR 72203-0896

Real Estate Transfer Tax Stamp

Proof of Tax Paid



File Number: JTC-21-7584

Grantee: RAYMOND BOMBEN AND OWENA JEAN BOMVEN, AS TRUSTEES
Mailing Address: UNDER THE RAYMOND BOMBEN AND OWENA JEAN BOMBEN TRUST
 DATED FEBURARY 8, 2000
 111 S. MAIN ST STE 2200
 SALT LAKE CITY UT 841110000

Grantor: ADP-MILLCREEK 3, LLC
Mailing Address: 111 S MAIN ST STE 2200
 SALT LAKE CITY UT 841110000

Property Purchase Price: \$167,103.23
Tax Amount: \$554.40
County: JEFFERSON
Date Issued: 10/20/2021
Stamp ID: 1712809984



I HEREBY CERTIFY THAT THIS INSTRUMENT
 WAS FILED AND RECORDED ON THE 20
 DAY OF October 20 AT 1:55
 BOOK NO 1062 PAGE 321

BARBARA COLLINS
 JEFFERSON COUNTY, ARKANSAS
 BY *Barbara Collins* DC

I certify under penalty of false swearing that documentary stamps or a documentary symbol in the legally correct amount has been placed on this instrument

Grantee or Agent Name (printed): Ashley Beatty, agent
 Grantee or Agent Name (signature): *Ashley Beatty, agent* Date: 10.19.21
 Address: 111 S. main St. Ste 2200
 City/State/Zip: Salt Lake City, UT 84111

FILED FOR RECORD
AT 11:03 O'CLOCK 9 M

APR 28 2020
Ana Washburne
LAFAYETTE WOODS, SR., CIRCUIT CLERK
JEFFERSON COUNTY, ARKANSAS
30th

WARRANTY DEED (Limited Liability Company)

KNOW ALL MEN BY THESE PRESENTS:

THAT **AMD REAL ESTATE, LLC**, an Arkansas limited liability company (hereinafter "Grantor"), by and through its authorized President, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration in hand paid by **ADP-MILLCREEK 3, LLC**, a Utah limited liability company, as to an 88.492% interest as a tenant in common and **CLUB FITNESS, INC.**, a Utah corporation, as to an 11.508% interest as a tenant in common (herein "Grantees"), the receipt of which is hereby acknowledged, does hereby grant, bargain, sell, and convey unto said **ADP-MILLCREEK 3, LLC**, a Utah limited liability company, as to an 88.492% interest as tenant in common and **CLUB FITNESS, INC.**, a Utah corporation, as to an 11.508% interest as tenant in common, and unto Grantees' successors and assigns forever, the following described land, situate in the County of Jefferson and State of Arkansas, to-wit:

See Exhibit "A" attached hereto and made a part hereof

SUBJECT TO recorded instruments, covenants, rights of way, easements, and all prior mineral reservations and oil and gas leases, if any.


TO HAVE AND TO HOLD the same unto the said Grantees and their successors and assigns forever, with all tenements, appurtenances, and hereditaments thereunto belonging.

AND Grantor hereby covenants with said Grantees that Grantor is lawfully seized of said lands, that the same is unencumbered, and that Grantor will forever warrant and defend the title to the said lands against all claims whatsoever.

IN TESTIMONY WHEREOF, the name of the Grantor is hereunto affixed by its authorized President, this 17 day of April, 2020.

MAIL TAX STATEMENTS TO:
c/o ADP-MILLCREEK 3, LLC
111 S. MAIN ST, STE. 2200
Salt Lake City, UT 84111

AMD REAL ESTATE, LLC

By: 
Name: Sadeem Mahmood
Title: President

ACKNOWLEDGEMENT

STATE OF: ARKANSAS }
 } ss:
COUNTY OF: JEFFERSON }

On this day, before undersigned, a Notary Public, duly commissioned, qualified and acting, within and for the said County and State, appeared in person the within named Sadeem Mahmood to me personally known, who stated that he/she was the authorized President of AMD REAL ESTATE, LLC, an Arkansas limited liability company, and was duly authorized in said capacity to execute the foregoing instrument for and in the name and behalf of said company, and further stated and acknowledged that he/she had so signed, executed and delivered said instrument for the consideration, uses and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 17 day of April, 2020.

My Commission Expires:


Notary Public

OFFICIAL SEAL
KAY R. BEVERLY
NOTARY PUBLIC, ARKANSAS
CLEVELAND COUNTY
My Commission Expires 11/4/2023
Commission # 12396370

Exhibit A
Legal Description

Tract I:

Part of the Southeast Quarter (SE1/4) of the Southeast Quarter (SE1/4) of Section 32, Township 6 South, Range 9 West of the 5th P.M., more particularly described as follows:

Commencing at the Southeast corner of said Southeast Quarter (SE1/4) of the Southeast Quarter (SE1/4), thence South 89 degrees 21 minutes 18 seconds West 40.00 feet to the point of beginning; thence North 00 degrees 42 minutes 17 seconds West 340.00 feet; thence South 89 degrees 26 minutes 11 seconds West 440.00 feet; thence South 00 degrees 42 minutes 18 seconds East 340.00 feet to the South line of said Southeast Quarter (SE1/4) of the Southeast Quarter (SE1/4); thence North 89 degrees 34 minutes 26 seconds East 164.54 feet along said South line; thence North 89 degrees 21 minutes 18 seconds East 275.46 feet along said South line to the point of beginning.

Tract II:

Commence at the Southeast corner of said Southeast Quarter (SE1/4) of the Southeast Quarter (SE1/4) of Section 32, Township 6 South, Range 9 West, thence South 89 degrees 20 minutes 45 seconds West along the South line of said Section 315.46 feet to the Northwest corner of Section 4, Township 7 South, Range 9 West, thence South 89 degrees 30 minutes 15 seconds West along said Section 32 South line 164.51 feet to the point of beginning; thence South 89 degrees 30 minutes 15 seconds West along said Section 32 South line 100.00 feet; thence North 00 degrees 46 minutes 10 seconds West 389.77 feet; thence North 89 degrees 22 minutes 10 seconds East 540.00 feet to the West right of way line of Hazel Street; thence South 00 degrees 45 minutes 55 seconds East along said West right of way line 50.00 feet; thence South 89 degrees 22 minutes 10 seconds West 440.00 feet; thence South 00 degrees 46 minutes 15 seconds East 340.00 feet to the point of beginning.



STATE OF ARKANSAS
DEPARTMENT OF FINANCE AND ADMINISTRATION
MISCELLANEOUS TAX SECTION
P.O. BOX 896, LITTLE ROCK, AR 72203-0896

Real Estate Transfer Tax Stamp
Proof of Tax Paid



File Number: JTC-20-6756

Grantee: ADP-MILL CREEL 3, LLC AND CLUB FITNESS, INC
Mailing Address: 111 S MAIN STREET STE 2200
SALT LAKE CITY UT 841110000

Grantor: AMD REAL ESTATE, LLC
Mailing Address: 7200 S HAZEL
PINE BLUFF AR 716030000

Property Purchase Price: \$2,700,000.00
Tax Amount: \$8,910.00
County: JEFFERSON
Date Issued: 04/28/2020
Stamp ID: 1543866368



I HEREBY CERTIFY THAT THIS INSTRUMENT
WAS FILED AND RECORDED ON THE 28
DAY OF April 2020 AT 11:03
BOOK NO 1033 PAGE 629

LAFAYETTE WOODS, SR.
JEFFERSON COUNTY, ARKANSAS

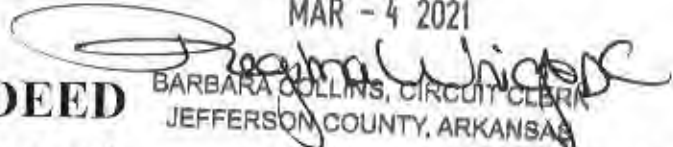
BY [Signature] DC

I certify under penalty of false swearing that documentary stamps or a documentary symbol in the legally correct amount has been placed on this instrument

Grantee or Agent Name (printed): Hannah Morgan
Grantee or Agent Name (signature): [Signature] Date: 4/28/2020
Address: 111 S. Main Street, Ste 2200
City/State/Zip: Salt Lake City, UT 84111

FILED FOR RECORD
AT 12:02 O'CLOCK P M

MAR - 4 2021


BARBARA COLLINS, CIRCUIT CLERK
JEFFERSON COUNTY, ARKANSAS

JTC-20-7282

WARRANTY DEED
(Limited Liability Company)

30⁰⁰

KNOW ALL MEN BY THESE PRESENTS:

THAT **ADP-MILLCREEK 3, LLC**, a Utah limited liability company (hereinafter "Grantor"), by and through its authorized Manager, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration in hand paid by **DENNIS GUNN**, as to a 3.039% interest as a tenant in common (herein "Grantee"), the receipt of which is hereby acknowledged, does hereby grant, bargain, sell, and convey unto said **DENNIS GUNN**, as to a 3.039% interest as a tenant in common, and unto Grantee's successors and assigns forever, the following described land, situate in the County of Jefferson and State of Arkansas, to-wit:

See Exhibit "A" attached hereto and made a part hereof

SUBJECT TO recorded instruments, covenants, rights of way, easements, and all prior mineral reservations and oil and gas leases, if any.

TO HAVE AND TO HOLD the same unto the said Grantee and unto Grantee's successors and assigns forever, with all tenements, appurtenances, and hereditaments thereunto belonging.

AND Grantor hereby covenants with said Grantee that Grantor is lawfully seized of said lands, that the same is unencumbered, and that Grantor will forever warrant and defend the title to the said lands against all claims whatsoever.

IN TESTIMONY WHEREOF, the name of the Grantor is hereunto affixed by its authorized Manager, this 23 day of February, 2021.

MAIL TAX STATEMENTS TO:
c/o MILLROCK INVESTMENT FUND 1, LLC
111 S. MAIN ST, STE. 2200
Salt Lake City, UT 84111

ADP-MILLCREEK 3, LLC

By: MILLROCK INVESTMENT FUND 1, LLC,
a Utah limited liability company, its Member

By: [Signature]
Name: Kevin Long
Title: Manager

ACKNOWLEDGEMENT

STATE OF: UTAH

COUNTY OF: Utah

}
}
} ss:
}

On this day, before undersigned, a Notary Public, duly commissioned, qualified and acting, within and for the said County and State, appeared in person the within named Kevin Long to me personally known, who stated that he was the authorized Manager of MILLROCK INVESTMENT FUND 1, LLC, a Utah limited liability company, the Member of ADP-MILLCREEK 3, LLC, a Utah limited liability company, and was duly authorized in said capacity to execute the foregoing instrument for and in the name and behalf of said company, and further stated and acknowledged that he had so signed, executed and delivered said instrument for the consideration, uses and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 23 day of February, 2021.

My Commission Expires:

4/5/2022

[Signature]
Notary Public

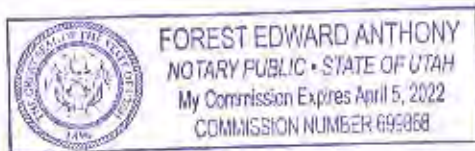


Exhibit A
Legal Description

Tract I

Part of the Southeast Quarter (SE 1/4) of the Southeast Quarter (SE 1/4) of Section 32, Township 6 South, Range 9 West of the 5th P.M., more particularly described as follows:

Commencing at the Southeast corner of said Southeast Quarter (SE 1/4) of the Southeast Quarter (SE 1/4), thence South 89 degrees 21 minutes 18 seconds West 40.00 feet to the point of beginning; thence North 00 degrees 42 minutes 17 seconds West 340.00 feet; thence South 89 degrees 26 minutes 11 seconds West 440.00 feet; thence South 00 degrees 42 minutes 18 seconds East 340.00 feet to the South line of said Southeast Quarter (SE 1/4) of the Southeast Quarter (SE 1/4); thence North 89 degrees 34 minutes 26 seconds East 164.54 feet along said South line; thence North 89 degrees 21 minutes 18 seconds East 275.46 feet along said South line to the point of beginning.

Tract II

Commence at the Southeast corner of said Southeast Quarter (SE 1/4) of the Southeast Quarter (SE 1/4) of Section 32, Township 6 South, Range 9 West, thence South 89 degrees 20 minutes 45 seconds West along the South line of said Section 315.46 feet to the Northwest corner of Section 4, Township 7 South, Range 9 West, thence South 89 degrees 30 minutes 15 seconds West along said Section 32 South line 164.51 feet to the point of beginning; thence South 89 degrees 30 minutes 15 seconds West along said Section 32 South line 100.00 feet; thence North 00 degrees 46 minutes 10 seconds West 389.77 feet; thence North 89 degrees 22 minutes 10 seconds East 340.00 feet to the West right of way line of Hazel Street; thence South 00 degrees 45 minutes 55 seconds East along said West right of way line 50.00 feet; thence South 89 degrees 22 minutes 10 seconds West 440.00 feet; thence South 00 degrees 46 minutes 15 seconds East 340.00 feet to the point of beginning.



STATE OF ARKANSAS
 DEPARTMENT OF FINANCE AND ADMINISTRATION
 MISCELLANEOUS TAX SECTION
 P.O. BOX 896, LITTLE ROCK, AR 72203-0896

BOOK 1049 PAGE 098

Real Estate Transfer Tax Stamp

Proof of Tax Paid



File Number: JTC20-7282

Grantee: DENNIS GUNN
Mailing Address: C/O MIF1, LLC 111 S. MAIN ST. STE 2200
 SALT LAKE CITY UT 841110000

Grantor: ADP-MILLCREEK 3, LLC
Mailing Address: 111 S. MAIN ST. STE 2200
 SALT LAKE CITY UT 841110000

Property Purchase Price: \$398,331.27
Tax Amount: \$1,316.70

County: JEFFERSON
Date Issued: 03/04/2021
Stamp ID: 1462315008



I HEREBY CERTIFY THAT THIS INSTRUMENT
 WAS FILED AND RECORDED ON THE 4th
 DAY OF March 2021 AT 12:02
 BOOK NO 1049 PAGE 95

BARBARA COLLINS
 ATTORNEY AT LAW

BY Barbara Collins DC

I certify under penalty of false swearing that documentary stamps or a documentary symbol in the legally correct amount has been placed on this instrument

Grantee or Agent Name (printed): Hannah Morgan
 Grantee or Agent Name (signature): Hannah Morgan Date: 3.4.21
 Address: C/O MIF1, LLC 111 S Main St, Ste 2200
 City/State/Zip: Salt Lake City, UT 84111



03/08/2022

T: 4001821

2022R-01979

03/08/2022 01:56 PM

JEFFERSON COUNTY, MO

BARBARA DOLLINS, COUNTY CLERK

RECORDING FEE

0.00

WARRANTY DEED

(Limited Liability Company)

KNOW ALL MEN BY THESE PRESENTS:

THAT **MILLROCK INVESTMENT FUND 1, LLC**, a Utah limited liability company (hereinafter "Grantor"), by and through its authorized Manager, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration in hand paid by **DANA KYLE DEVLIN and HILDA ARLINE DEVLIN**, as to a 2.098% interest as a tenant in common (herein "Grantee"), the receipt of which is hereby acknowledged, does hereby grant, bargain, sell, and convey unto said **DANA KYLE DEVLIN and HILDA ARLINE DEVLIN**, as to a 2.098% interest as a tenant in common, and unto Grantee's successors and assigns forever, the following described land, situate in the County of Jefferson and State of Arkansas, to-wit:

See Exhibit "A" attached hereto and made a part hereof

SUBJECT TO recorded instruments, covenants, rights of way, easements, and all prior mineral reservations and oil and gas leases, if any.

TO HAVE AND TO HOLD the same unto the said Grantee and unto Grantee's successors and assigns forever, with all tenements, appurtenances, and hereditaments thereunto belonging.

AND Grantor hereby covenants with said Grantee that Grantor is lawfully seized of said lands, that the same is unencumbered, and that Grantor will forever warrant and defend the title to the said lands against all claims whatsoever.

Exhibit A
Legal Description

Tract I:

Part of the Southeast Quarter (SE1/4) of the Southeast Quarter (SE1/4) of Section 32, Township 6 South, Range 9 West of the 5th P.M., more particularly described as follows:

Commencing at the Southeast corner of said Southeast Quarter (SE1/4) of the Southeast Quarter (SE1/4), thence South 89 degrees 21 minutes 18 seconds West 40.00 feet to the point of beginning; thence North 00 degrees 42 minutes 17 seconds West 340.00 feet; thence South 89 degrees 26 minutes 11 seconds West 440.00 feet; thence South 00 degrees 42 minutes 18 seconds East 340.00 feet to the South line of said Southeast Quarter (SE1/4) of the Southeast Quarter (SE1/4); thence North 89 degrees 34 minutes 26 seconds East 164.54 feet along said South line; thence North 89 degrees 21 minutes 18 seconds East 275.46 feet along said South line to the point of beginning.

Tract II:

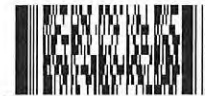
Commence at the Southeast corner of said Southeast Quarter (SE1/4) of the Southeast Quarter (SE1/4) of Section 32, Township 6 South, Range 9 West, thence South 89 degrees 20 minutes 45 seconds West along the South line of said Section 315.46 feet to the Northwest corner of Section 4, Township 7 South, Range 9 West, thence South 89 degrees 30 minutes 15 seconds West along said Section 32 South line 164.51 feet to the point of beginning; thence South 89 degrees 30 minutes 15 seconds West along said Section 32 South line 100.00 feet; thence North 00 degrees 46 minutes 10 seconds West 389.77 feet; thence North 89 degrees 22 minutes 10 seconds East 540.00 feet to the West right of way line of Hazel Street; thence South 00 degrees 45 minutes 55 seconds East along said West right of way line 50.00 feet; thence South 89 degrees 22 minutes 10 seconds West 440.00 feet; thence South 00 degrees 46 minutes 15 seconds East 340.00 feet to the point of beginning.



STATE OF ARKANSAS
DEPARTMENT OF FINANCE AND ADMINISTRATION
MISCELLANEOUS TAX SECTION
P.O. BOX 896, LITTLE ROCK, AR 72203-0896

Real Estate Transfer Tax Stamp

Proof of Tax Paid



File Number: JTC-21-7734

Grantee: DANA KYLE DEVLIN AND HILDA ARLINE DEVLIN
Mailing Address: 7200 HAZEL ST
PINE BLUFF AR 716030000

Grantor: MILLROCK INVESTMENT FUND 1, LLC
Mailing Address: 7200 SOUTH HAZEL ST
PINE BLUFF AR 716030000

Property Purchase Price: \$286,468.61
Tax Amount: \$947.10
County: JEFFERSON
Date Issued: 03/08/2022
Stamp ID: 1338054656

I certify under penalty of false swearing that documentary stamps or a documentary symbol in the legally correct amount has been placed on this instrument

Grantee or Agent Name (printed): Ashley Beatty, agent

Grantee or Agent Name (signature): Ashley Beatty, agent Date: 3.8.22

Address: 7200 South Hazel

City/State/Zip: Pine Bluff, AR 71603

APR 15 2021

BARBARA COLLINS, CIRCUIT CLERK
JEFFERSON COUNTY, ARKANSAS
Sonya Hilliard 30

JTC-21-7356

WARRANTY DEED (Limited Liability Company)

KNOW ALL MEN BY THESE PRESENTS:

THAT **ADP-MILLCREEK 3, LLC**, a Utah limited liability company (hereinafter "Grantor"), by and through its authorized Manager, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration in hand paid by **DONALD K. RICHARDSON**, as to a 0.687% interest as a tenant in common (herein "Grantee"), the receipt of which is hereby acknowledged, does hereby grant, bargain, sell, and convey unto said **DONALD K. RICHARDSON**, as to a 0.687% interest as a tenant in common, and unto Grantee's successors and assigns forever, the following described land, situate in the County of Jefferson and State of Arkansas, to-wit:

See Exhibit "A" attached hereto and made a part hereof

SUBJECT TO recorded instruments, covenants, rights of way, easements, and all prior mineral reservations and oil and gas leases, if any.

TO HAVE AND TO HOLD the same unto the said Grantee and unto Grantee's successors and assigns forever, with all tenements, appurtenances, and hereditaments thereunto belonging.

AND Grantor hereby covenants with said Grantee that Grantor is lawfully seized of said lands, that the same is unencumbered, and that Grantor will forever warrant and defend the title to the said lands against all claims whatsoever.

IN TESTIMONY WHEREOF, the name of the Grantor is hereunto affixed by its authorized Manager, this 14 day of April, 2021.

MAIL TAX STATEMENTS TO:
c/o MILLROCK INVESTMENT FUND 1, LLC
111 S. MAIN ST, STE. 2200
Salt Lake City, UT 84111

ADP-MILLCREEK 3, LLC

By: MILLROCK INVESTMENT FUND 1, LLC,
a Utah limited liability company, its Member

By: [Signature]
Name: Kevin Long
Title: Manager

ACKNOWLEDGEMENT

STATE OF: UTAH }
 } SS:
COUNTY OF: UTAH }

On this day, before undersigned, a Notary Public, duly commissioned, qualified and acting, within and for the said County and State, appeared in person the within named Kevin Long to me personally known, who stated that he was the authorized Manager of MILLROCK INVESTMENT FUND 1, LLC, a Utah limited liability company, the Member of ADP-MILLCREEK 3, LLC, a Utah limited liability company, and was duly authorized in said capacity to execute the foregoing instrument for and in the name and behalf of said company, and further stated and acknowledged that he had so signed, executed and delivered said instrument for the consideration, uses and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 14th day of April, 2021.

My Commission Expires:
03-19-2024

[Signature]
Notary Public



Exhibit A
Legal Description

Tract I:

Part of the Southeast Quarter (SE1/4) of the Southeast Quarter (SE1/4) of Section 32, Township 6 South, Range 9 West of the 5th P.M., more particularly described as follows:

Commencing at the Southeast corner of said Southeast Quarter (SE1/4) of the Southeast Quarter (SE1/4), thence South 89 degrees 21 minutes 18 seconds West 40.00 feet to the point of beginning; thence North 00 degrees 42 minutes 17 seconds West 340.00 feet; thence South 89 degrees 26 minutes 11 seconds West 440.00 feet; thence South 00 degrees 42 minutes 18 seconds East 340.00 feet to the South line of said Southeast Quarter (SE1/4) of the Southeast Quarter (SE1/4); thence North 89 degrees 34 minutes 26 seconds East 164.54 feet along said South line; thence North 89 degrees 21 minutes 18 seconds East 275.46 feet along said South line to the point of beginning.

Tract II:

Commence at the Southeast corner of said Southeast Quarter (SE1/4) of the Southeast Quarter (SE1/4) of Section 32, Township 6 South, Range 9 West, thence South 89 degrees 20 minutes 45 seconds West along the South line of said Section 315.46 feet to the Northwest corner of Section 4, Township 7 South, Range 9 West, thence South 89 degrees 30 minutes 15 seconds West along said Section 32 South line 164.51 feet to the point of beginning; thence South 89 degrees 30 minutes 15 seconds West along said Section 32 South line 100.00 feet; thence North 00 degrees 46 minutes 10 seconds West 389.77 feet; thence North 89 degrees 22 minutes 10 seconds East 540.00 feet to the West right of way line of Hazel Street; thence South 00 degrees 45 minutes 55 seconds East along said West right of way line 50.00 feet; thence South 89 degrees 22 minutes 10 seconds West 440.00 feet; thence South 00 degrees 46 minutes 15 seconds East 340.00 feet to the point of beginning.



STATE OF ARKANSAS
DEPARTMENT OF FINANCE AND ADMINISTRATION
MISCELLANEOUS TAX SECTION
P.O. BOX 896, LITTLE ROCK, AR 72203-0896

BOOK 1051 PAGE 232

Real Estate Transfer Tax Stamp

Proof of Tax Paid



File Number: JTC21-7356

Grantee: DONALD K. RICHARDSON
Mailing Address: C/O MILLROCK INVESTMENT FUND 1, LLC 111 S. MAIN ST, STE. 2200
SALT LAKE CITY UT 841110000

Grantor: ADP-MILLCREEK 3, LLC
Mailing Address: 7200 SOUTH HAZEL STREET
PINE BLUFF AR 716030000

Property Purchase Price: \$90,000.00
Tax Amount: \$297.00
County: JEFFERSON
Date Issued: 04/15/2021
Stamp ID: 159426560



I HEREBY CERTIFY THAT THIS INSTRUMENT
WAS FILED AND RECORDED ON THE 15th
DAY OF April 2021 AT 2:51 PM
BOOK NO 1051 PAGE 229

BARBARA COLLINS
JEFFERSON COUNTY, ARKANSAS

BY Barbara Collins DC

I certify under penalty of false swearing that documentary stamps or a documentary symbol in the legally correct amount has been placed on this instrument

Grantee or Agent Name (printed): Ashley Beatty
Grantee or Agent Name (signature): Ashley Beatty Date: 4/15/21
Address: C/O Millrock Investment Fund 1, LLC 111 S Main St, Ste 2200
City/State/Zip: Salt Lake City, UT 84111

JTC-21-7357

FILED FOR RECORD
AT 1:21 O'CLOCK P M

FEB 24 2021

WARRANTY DEED
(Limited Liability Company)

Barbara Collins
BARBARA COLLINS, CIRCUIT CLERK
JEFFERSON COUNTY, ARKANSAS

30th

KNOW ALL MEN BY THESE PRESENTS:

THAT **ADP-MILLCREEK 3, LLC**, a Utah limited liability company (hereinafter "Grantor"), by and through its authorized Manager, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration in hand paid by **DONALD K. RICHARDSON**, as to a 1.442% interest as a tenant in common (herein "Grantee"), the receipt of which is hereby acknowledged, does hereby grant, bargain, sell, and convey unto said **DONALD K. RICHARDSON**, as to a 1.442% interest as a tenant in common, and unto Grantee's successors and assigns forever, the following described land, situate in the County of Jefferson and State of Arkansas, to-wit:

See Exhibit "A" attached hereto and made a part hereof

SUBJECT TO recorded instruments, covenants, rights of way, easements, and all prior mineral reservations and oil and gas leases, if any.

TO HAVE AND TO HOLD the same unto the said Grantee and unto Grantee's successors and assigns forever, with all tenements, appurtenances, and hereditaments thereunto belonging.

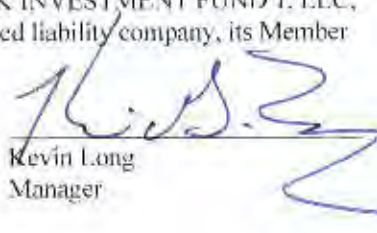
AND Grantor hereby covenants with said Grantee that Grantor is lawfully seized of said lands, that the same is unencumbered, and that Grantor will forever warrant and defend the title to the said lands against all claims whatsoever.

IN TESTIMONY WHEREOF, the name of the Grantor is hereunto affixed by its authorized Manager.
this 19th day of February, 2021.

MAIL TAX STATEMENTS TO:
c/o MILLROCK INVESTMENT FUND 1, LLC
111 S. MAIN ST, STE. 2200
Salt Lake City, UT 84111

ADP-MILLCREEK 3, LLC

By: MILLROCK INVESTMENT FUND 1, LLC,
a Utah limited liability company, its Member

By: 
Name: Kevin Long
Title: Manager

ACKNOWLEDGEMENT

STATE OF: UTAH }
 } ss:
COUNTY OF: UTAH }

On this day, before undersigned, a Notary Public, duly commissioned, qualified and acting, within and for the said County and State, appeared in person the within named Kevin Long to me personally known, who stated that he was the authorized Manager of MILLROCK INVESTMENT FUND 1, LLC, a Utah limited liability company, the Member of ADP-MILLCREEK 3, LLC, a Utah limited liability company, and was duly authorized in said capacity to execute the foregoing instrument for and in the name and behalf of said company, and further stated and acknowledged that he had so signed, executed and delivered said instrument for the consideration, uses and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 19th day of February, 2021.

My Commission Expires:

03-19-2024


Notary Public



Exhibit A
Legal Description

Tract I:

Part of the Southeast Quarter (SE1/4) of the Southeast Quarter (SE1/4) of Section 32, Township 6 South, Range 9 West of the 5th P. M., more particularly described as follows:

Commencing at the Southeast corner of said Southeast Quarter (SE1/4) of the Southeast Quarter (SE1/4), thence South 89 degrees 21 minutes 18 seconds West 40.00 feet to the point of beginning; thence North 00 degrees 42 minutes 17 seconds West 340.00 feet; thence South 89 degrees 26 minutes 11 seconds West 440.00 feet; thence South 00 degrees 42 minutes 18 seconds East 340.00 feet to the South line of said Southeast Quarter (SE1/4) of the Southeast Quarter (SE1/4); thence North 89 degrees 34 minutes 26 seconds East 164.54 feet along said South line; thence North 89 degrees 21 minutes 18 seconds East 275.46 feet along said South line to the point of beginning.

Tract II:

Commence at the Southeast corner of said Southeast Quarter (SE1/4) of the Southeast Quarter (SE1/4) of Section 32, Township 6 South, Range 9 West, thence South 89 degrees 20 minutes 45 seconds West along the South line of said Section 315.46 feet to the Northwest corner of Section 4, Township 7 South, Range 9 West, thence South 89 degrees 30 minutes 15 seconds West along said Section 32 South line 164.51 feet to the point of beginning; thence South 89 degrees 30 minutes 15 seconds West along said Section 32 South line 100.00 feet; thence North 00 degrees 46 minutes 10 seconds West 389.77 feet; thence North 89 degrees 22 minutes 10 seconds East 540.00 feet to the West right of way line of Hazel Street; thence South 00 degrees 45 minutes 55 seconds East along said West right of way line 50.00 feet; thence South 89 degrees 22 minutes 10 seconds West 440.00 feet; thence South 00 degrees 46 minutes 15 seconds East 340.00 feet to the point of beginning.



STATE OF ARKANSAS
 DEPARTMENT OF FINANCE AND ADMINISTRATION
 MISCELLANEOUS TAX SECTION
 P.O. BOX 896, LITTLE ROCK, AR 72203-0896

BOOK 1048 PAGE 454

Real Estate Transfer Tax Stamp

Proof of Tax Paid



File Number: JTC21-7357

Grantee: DONALD K. RICHARDSON
Mailing Address: C/O MIF1, LLC 111 S. MAIN ST. STE 2200
 SALT LAKE CITY UT 841110000

Grantor: ADP-MILCREEK 3, LLC
Mailing Address: 111 S. MAIN ST. STE 2200
 SALT LAKE CITY UT 841110000

Property Purchase Price: \$189,000.00
Tax Amount: \$623.70
County: JEFFERSON
Date Issued: 02/24/2021
Stamp ID: 2140809216



I HEREBY CERTIFY THAT THIS INSTRUMENT
 WAS FILED AND RECORDED ON THE 24th
 DAY OF February 2021 AT 1:21
 BOOK NO 1048 PAGE 451
 BY Barbara Collins DC
BARBARA COLLINS
 JEFFERSON COUNTY, ARKANSAS

I certify under penalty of false swearing that documentary stamps or a documentary symbol in the legally correct amount has been placed on this instrument

Grantee or Agent Name (printed): Hannah Morgan
 Grantee or Agent Name (signature): Hannah Morgan Date: 2/24/2021
 Address: C/O MIF1, LLC 111 S. Main St., Ste. 2200
 City/State/Zip: Salt Lake City, UT 84111

FILED FOR RECORD
AT 9:09 O'CLOCK 9 M

DEC 18 2020
Barbara Collins
BARBARA COLLINS, CIRCUIT CLERK
JEFFERSON COUNTY, ARKANSAS
30

WARRANTY DEED (Limited Liability Company)

KNOW ALL MEN BY THESE PRESENTS:

THAT **ADP-MILLCREEK 3, LLC**, a Utah limited liability company (hereinafter "Grantor"), by and through its authorized Manager, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration in hand paid by **DOUGLAS E. GONZALES AND MARY SNOW**, as to a 1.221% interest as a tenant in common (herein "Grantee"), the receipt of which is hereby acknowledged, does hereby grant, bargain, sell, and convey unto said **DOUGLAS E. GONZALES AND MARY SNOW**, as to a 1.221% interest as a tenant in common, and unto Grantee's successors and assigns forever, the following described land, situate in the County of Jefferson and State of Arkansas, to-wit:

See Exhibit "A" attached hereto and made a part hereof

SUBJECT TO recorded instruments, covenants, rights of way, easements, and all prior mineral reservations and oil and gas leases, if any.

TO HAVE AND TO HOLD the same unto the said Grantee and unto Grantee's successors and assigns forever, with all tenements, appurtenances, and hereditaments thereunto belonging.

AND Grantor hereby covenants with said Grantee that Grantor is lawfully seized of said lands, that the same is unencumbered, and that Grantor will forever warrant and defend the title to the said lands against all claims whatsoever.

IN TESTIMONY WHEREOF, the name of the Grantor is hereunto affixed by its authorized Manager,
this 16th day of December, 2020.

MAIL TAX STATEMENTS TO:
c/o MILLROCK INVESTMENT FUND 1, LLC
111 S. MAIN ST, STE. 2200
Salt Lake City, UT 84111

ADP-MILLCREEK 3, LLC

By: MILLROCK INVESTMENT FUND 1, LLC,
a Utah limited liability company, its Member

By: [Signature]
Name: Kevin Long
Title: Manager

ACKNOWLEDGEMENT

STATE OF: UTAH

}

COUNTY OF: UTAH

} ss:
}

On this day, before undersigned, a Notary Public, duly commissioned, qualified and acting, within and for the said County and State, appeared in person the within named Kevin Long to me personally known, who stated that he was the authorized Manager of MILLROCK INVESTMENT FUND 1, LLC, a Utah limited liability company, the Member of ADP-MILLCREEK 3, LLC, a Utah limited liability company, and was duly authorized in said capacity to execute the foregoing instrument for and in the name and behalf of said company, and further stated and acknowledged that he had so signed, executed and delivered said instrument for the consideration, uses and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 16th day of December, 2020.

My Commission Expires:

03-19-2024

[Signature]
Notary Public



Exhibit A
Legal Description

Tract I:

Part of the Southeast Quarter (SE1/4) of the Southeast Quarter (SE1/4) of Section 32, Township 6 South, Range 9 West of the 5th P.M., more particularly described as follows:

Commencing at the Southeast corner of said Southeast Quarter (SE1/4) of the Southeast Quarter (SE1/4), thence South 89 degrees 21 minutes 18 seconds West 40.00 feet to the point of beginning; thence North 00 degrees 42 minutes 17 seconds West 340.00 feet; thence South 89 degrees 26 minutes 11 seconds West 440.00 feet; thence South 00 degrees 42 minutes 18 seconds East 340.00 feet to the South line of said Southeast Quarter (SE1/4) of the Southeast Quarter (SE1/4); thence North 89 degrees 34 minutes 26 seconds East 164.54 feet along said South line; thence North 89 degrees 21 minutes 18 seconds East 275.46 feet along said South line to the point of beginning.

Tract II:

Commence at the Southeast corner of said Southeast Quarter (SE1/4) of the Southeast Quarter (SE1/4) of Section 32, Township 6 South, Range 9 West, thence South 89 degrees 20 minutes 45 seconds West along the South line of said Section 315.46 feet to the Northwest corner of Section 4, Township 7 South, Range 9 West, thence South 89 degrees 30 minutes 15 seconds West along said Section 32 South line 164.51 feet to the point of beginning; thence South 89 degrees 30 minutes 15 seconds West along said Section 32 South line 100.00 feet; thence North 00 degrees 46 minutes 10 seconds West 389.77 feet; thence North 89 degrees 22 minutes 10 seconds East 540.00 feet to the West right of way line of Hazel Street; thence South 00 degrees 45 minutes 55 seconds East along said West right of way line 50.00 feet; thence South 89 degrees 22 minutes 10 seconds West 440.00 feet; thence South 00 degrees 46 minutes 15 seconds East 340.00 feet to the point of beginning.



STATE OF ARKANSAS
 DEPARTMENT OF FINANCE AND ADMINISTRATION
 MISCELLANEOUS TAX SECTION
 P.O. BOX 896, LITTLE ROCK, AR 72203-0896

BOOK 1045 PAGE 477

Real Estate Transfer Tax Stamp
 Proof of Tax Paid



File Number: JTC20-7213

Grantee: DOUGLAS E. GONZALES AND MARY SNOW
Mailing Address: C/O MIF1, LLC 111 S. MAIN ST. STE 2200
 SALT LAKE CITY UT 841110000

Grantor: ADP-MILLCREEK 3, LLC
Mailing Address: 111 S. MAIN ST. STE 2200
 SALT LAKE CITY UT 841110000

Property Purchase Price: \$160,000.00
Tax Amount: \$528.00

County: JEFFERSON
Date Issued: 12/18/2020
Stamp ID: 1437517824



I HEREBY CERTIFY THAT THIS INSTRUMENT
 WAS FILED AND RECORDED ON THE 18
 DAY OF December 2020 AT 9:09
 B. O. NO. 1045 PAGE 477

BARBARA COLLINS
 JEFFERSON COUNTY, ARKANSAS

BY:  DC

I certify under penalty of false swearing that documentary stamps or a documentary symbol in the legally correct amount has been placed on this instrument

Grantee or Agent Name (printed): Hannah Morgan
Grantee or Agent Name (signature): Hannah Morgan **Date:** 12.18.2020
Address: C/O MIF1, LLC 111 S. Main St. Suite 2200
City/State/Zip: Salt Lake City, UT 84111

FILED FOR RECORD
AT 2:08 O'CLOCK P M
MAY 5 2020
LAFAYETTE WOODS, SR., CIRCUIT CLERK
JEFFERSON COUNTY, ARKANSAS
[Signature]

WARRANTY DEED (Limited Liability Company)

KNOW ALL MEN BY THESE PRESENTS:

THAT **ADP-MILLCREEK 3, LLC**, a Utah limited liability company (hereinafter "Grantor"), by and through its authorized Manager, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration in hand paid by **GUADALUPE UGARTE**, as to a 3.940% interest as a tenant in common (herein "Grantee"), the receipt of which is hereby acknowledged, does hereby grant, bargain, sell, and convey unto said **GUADALUPE UGARTE**, as to a 3.940% interest as a tenant in common, and unto Grantee's successors and assigns forever, the following described land, situate in the County of Jefferson and State of Arkansas, to-wit:

See Exhibit "A" attached hereto and made a part hereof

SUBJECT TO recorded instruments, covenants, rights of way, easements, and all prior mineral reservations and oil and gas leases, if any,

TO HAVE AND TO HOLD the same unto the said Grantee and unto Grantee's successors and assigns forever, with all tenements, appurtenances, and hereditaments thereunto belonging.

AND Grantor hereby covenants with said Grantee that Grantor is lawfully seized of said lands, that the same is unencumbered, and that Grantor will forever warrant and defend the title to the said lands against all claims whatsoever.

Exhibit A
Legal Description

Tract I:

Part of the Southeast Quarter (SE1/4) of the Southeast Quarter (SE1/4) of Section 32, Township 6 South, Range 9 West of the 5th P.M., more particularly described as follows:

Commencing at the Southeast corner of said Southeast Quarter (SE1/4) of the Southeast Quarter (SE1/4), thence South 89 degrees 21 minutes 18 seconds West 40.00 feet to the point of beginning; thence North 00 degrees 42 minutes 17 seconds West 340.00 feet; thence South 89 degrees 26 minutes 11 seconds West 440.00 feet; thence South 00 degrees 42 minutes 18 seconds East 340.00 feet to the South line of said Southeast Quarter (SE1/4) of the Southeast Quarter (SE1/4); thence North 89 degrees 34 minutes 26 seconds East 164.54 feet along said South line; thence North 89 degrees 21 minutes 18 seconds East 275.46 feet along said South line to the point of beginning.

Tract II:

Commence at the Southeast corner of said Southeast Quarter (SE1/4) of the Southeast Quarter (SE1/4) of Section 32, Township 6 South, Range 9 West, thence South 89 degrees 20 minutes 45 seconds West along the South line of said Section 315.46 feet to the Northwest corner of Section 4, Township 7 South, Range 9 West, thence South 89 degrees 30 minutes 15 seconds West along said Section 32 South line 164.51 feet to the point of beginning; thence South 89 degrees 30 minutes 15 seconds West along said Section 32 South line 100.00 feet; thence North 00 degrees 46 minutes 10 seconds West 389.77 feet; thence North 89 degrees 22 minutes 10 seconds East 540.00 feet to the West right of way line of Hazel Street; thence South 00 degrees 45 minutes 55 seconds East along said West right of way line 50.00 feet; thence South 89 degrees 22 minutes 10 seconds West 440.00 feet; thence South 00 degrees 46 minutes 15 seconds East 340.00 feet to the point of beginning.



STATE OF ARKANSAS
DEPARTMENT OF FINANCE AND ADMINISTRATION
MISCELLANEOUS TAX SECTION
P.O. BOX 896, LITTLE ROCK, AR 72203-0896

BOOK 1033 PAGE 785

Real Estate Transfer Tax Stamp
Proof of Tax Paid



File Number: JTC-20-6882

Grantee: GUADALUPE UGARTE
Mailing Address: C/O MILLROCK, 111 S. MAIN ST. STE 2200
SALT LAKE CITY UT 841110000

Grantor: ADP-MILLCREEK 3. LLC
Mailing Address: 111 S. MAIN ST. STE 2200
SALT LAKE CITY UT 841110000

Property Purchase Price: \$516,492.02
Tax Amount: \$1,706.10

County: JEFFERSON
Date Issued: 05/05/2020
Stamp ID: 263030784



I HEREBY CERTIFY THAT THIS INSTRUMENT
WAS FILED AND RECORDED ON THE 5
DAY OF May 2020 AT 2:08
BOOK NO 1033 PAGE 782

LAFAYETTE WOODS, SR.
JEFFERSON COUNTY, ARKANSAS
BY: [Signature] DC

I certify under penalty of false swearing that documentary stamps or a documentary symbol in the legally correct amount has been placed on this instrument

Grantee or Agent Name (printed): Hannah Morgan
Grantee or Agent Name (signature): Hannah Morgan Date: 5.5.2020
Address: C/O Millrock, 111 S Main St, Ste 2200
City/State/Zip: Salt Lake City UT 84111

FILED FOR RECORD
AT 3:31 O'CLOCK P M

DEC 14 2020
Barbara Collins
BARBARA COLLINS, CIRCUIT CLERK
JEFFERSON COUNTY, ARKANSAS

30

WARRANTY DEED (Limited Liability Company)

KNOW ALL MEN BY THESE PRESENTS:

THAT **ADI-MILLCREEK 3, LLC**, a Utah limited liability company (hereinafter "Grantor"), by and through its authorized Manager, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration in hand paid by **GUY USSORIO**, as to a 1.280% interest as a tenant in common (herein "Grantee"), the receipt of which is hereby acknowledged, does hereby grant, bargain, sell, and convey unto said **GUY USSORIO**, as to a 1.280% interest as a tenant in common, and unto Grantee's successors and assigns forever the following described land, situate in the County of Jefferson and State of Arkansas, to-wit:

See Exhibit "A" attached hereto and made a part hereof

SUBJECT TO recorded instruments, covenants, rights of way, easements, and all prior mineral reservations and oil and gas leases, if any.

TO HAVE AND TO HOLD the same unto the said Grantee and unto Grantee's successors and assigns forever, with all tenements, appurtenances, and hereditaments thereunto belonging.

AND Grantor hereby covenants with said Grantee that Grantor is lawfully seized of said lands, that the same is unencumbered, and that Grantor will forever warrant and defend the title to the said lands against all claims whatsoever.

IN TESTIMONY WHEREOF, the name of the Grantor is hereunto affixed by its authorized Manager, this 9th day of December, 2020.

MAIL TAX STATEMENTS TO:
c/o MILLROCK INVESTMENT FUND 1, LLC
111 S. MAIN ST, STE. 2200
Salt Lake City, UT 84111

ADP-MILLCREEK 3, LLC

By: MILLROCK INVESTMENT FUND 1, LLC,
a Utah limited liability company, its Member

By: [Signature]
Name: Kevin Long
Title: Manager

ACKNOWLEDGEMENT

STATE OF: UTAH

COUNTY OF: Utah

} ss:
}

On this day, before undersigned, a Notary Public, duly commissioned, qualified and acting, within and for the said County and State, appeared in person the within named Kevin Long to me personally known, who stated that he was the authorized Manager of MILLROCK INVESTMENT FUND 1, LLC, a Utah limited liability company, the Member of ADP-MILLCREEK 3, LLC, a Utah limited liability company, and was duly authorized in said capacity to execute the foregoing instrument for and in the name and behalf of said company, and further stated and acknowledged that he had signed, executed and delivered said instrument for the consideration, uses and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 9th day of December, 2020.

My Commission Expires:

12/19/2020

[Signature]
Notary Public



Exhibit A
Legal Description

Tract I:

Part of the Southeast Quarter (SE1/4) of the Southeast Quarter (SE1/4) of Section 32, Township 6 South, Range 9 West of the 5th P.M., more particularly described as follows:

Commencing at the Southeast corner of said Southeast Quarter (SE1/4) of the Southeast Quarter (SE1/4), thence South 89 degrees 21 minutes 18 seconds West 40.00 feet to the point of beginning; thence North 00 degrees 42 minutes 17 seconds West 340.00 feet; thence South 89 degrees 26 minutes 11 seconds West 440.00 feet; thence South 00 degrees 42 minutes 18 seconds East 140.00 feet to the South line of said Southeast Quarter (SE1/4) of the Southeast Quarter (SE1/4); thence North 89 degrees 34 minutes 26 seconds East 164.54 feet along said South line; thence North 89 degrees 21 minutes 18 seconds East 275.46 feet along said South line to the point of beginning.

Tract II:

Commence at the Southeast corner of said Southeast Quarter (SE1/4) of the Southeast Quarter (SE1/4) of Section 32, Township 6 South, Range 9 West, thence South 89 degrees 20 minutes 45 seconds West along the South line of said Section 315.46 feet to the Northwest corner of Section 4, Township 7 South, Range 9 West, thence South 89 degrees 30 minutes 15 seconds West along said Section 32 South line 164.51 feet to the point of beginning, thence South 89 degrees 30 minutes 15 seconds West along said Section 32 South line 100.00 feet; thence North 00 degrees 46 minutes 10 seconds West 380.77 feet; thence North 89 degrees 22 minutes 10 seconds East 540.00 feet to the West right of way line of Hazel Street; thence South 00 degrees 45 minutes 55 seconds East along said West right of way line 50.00 feet; thence South 89 degrees 22 minutes 10 seconds West 440.00 feet; thence South 00 degrees 46 minutes 15 seconds East 340.00 feet to the point of beginning.



STATE OF ARKANSAS
 DEPARTMENT OF FINANCE AND ADMINISTRATION
 MISCELLANEOUS TAX SECTION
 P.O. BOX 896, LITTLE ROCK, AR 72203-0896

BOOK 1045 PAGE 356

Real Estate Transfer Tax Stamp
 Proof of Tax Paid



File Number: JTC20-7228

Grantee:
 Mailing Address: GUY USSORIO
 C/O MIF1, LLC 111 S. MAIN ST, STE 2200
 SALT LAKE CITY UT 841110000

Grantor:
 Mailing Address: ADP-MILLCREEK 3, LLC
 111 S. MAIN ST, STE 2200
 SALT LAKE CITY UT 841110000

Property Purchase Price: \$167,773.70
 Tax Amount: \$554.40
 County: JEFFERSON
 Date Issued: 12/14/2020
 Stamp ID: 1608888240



I HEREBY CERTIFY THAT THIS INSTRUMENT
 WAS FILED AND RECORDED ON THE 14
 DAY OF December 2020 AT 3:31
 BOOK NO. 1045 PAGE 353

BARBARA COLLINS
 CLERK, JEFFERSON COUNTY, ARKANSAS
[Signature]

I certify under penalty of false swearing that documentary stamps of a documentary symbol in the legally correct amount has been placed on this instrument

Grantee or Agent Name (printed): Hannah Morgan
 Grantee or Agent Name (signature): Hannah Morgan Date: 12.14.2020
 Address: C/O MIF1, LLC 111 S Main St, Ste 2200
 City/State/Zip: Salt Lake City, UT 84111

FILED FOR RECORD
AT 3-45 O'CLOCK P M

MAY 6 2020
Dina
LAFAYETTE WOODS, SR., CIRCUIT CLERK
JEFFERSON COUNTY, ARKANSAS
30^N

JTC-20-69B

WARRANTY DEED
(Limited Liability Company)

KNOW ALL MEN BY THESE PRESENTS:

THAT ADP-MILLCREEK 3, LLC, a Utah limited liability company (hereinafter "Grantor"), by and through its authorized Manager, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration in hand paid by HAPPINESS LLC, a Utah limited liability company, as to a 19.1390% interest as a tenant in common (herein "Grantee"), the receipt of which is hereby acknowledged, does hereby grant, bargain, sell, and convey unto said HAPPINESS LLC, a Utah limited liability company, as to a 19.1390% interest as a tenant in common, and unto Grantee's successors and assigns forever, the following described land, situate in the County of Jefferson and State of Arkansas, to-wit:

See Exhibit "A" attached hereto and made a part hereof

SUBJECT TO recorded instruments, covenants, rights of way, easements, and all prior mineral reservations and oil and gas leases, if any.

TO HAVE AND TO HOLD the same unto the said Grantee and unto Grantee's successors and assigns forever, with all tenements, appurtenances, and hereditaments thereunto belonging.

AND Grantor hereby covenants with said Grantee that Grantor is lawfully seized of said lands, that the same is unencumbered, and that Grantor will forever warrant and defend the title to the said lands against all claims whatsoever.

IN TESTIMONY WHEREOF, the name of the Grantor is hereunto affixed by its authorized Manager, this 5 day of May, 2020.

MAIL TAX STATEMENTS TO:
c/o MILLROCK INVESTMENT FUND I, LLC
111 S. MAIN ST, STE. 2200
Salt Lake City, UT 84111

ADP-MILLCREEK 3, LLC

By: MILLROCK INVESTMENT FUND I, LLC,
a Utah limited liability company, its Member

By: [Signature]
Name: Kevin Long
Title: Manager

ACKNOWLEDGEMENT

STATE OF: UTAH }
 }
COUNTY OF: Salt Lake } ss:
 }

On this day, before undersigned, a Notary Public, duly commissioned, qualified and acting, within and for the said County and State, appeared in person the within named Kevin Long to me personally known, who stated that he was the authorized Manager of MILLROCK INVESTMENT FUND I, LLC, a Utah limited liability company, the Member of ADP-MILLCREEK 3, LLC, a Utah limited liability company, and was duly authorized in said capacity to execute the foregoing instrument for and in the name and behalf of said company, and further stated and acknowledged that he had so signed, executed and delivered said instrument for the consideration, uses and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 5 day of May, 2020.

My Commission Expires:

4/5/2022

[Signature]
Notary Public



Exhibit A
Legal Description

Tract I:

Part of the Southeast Quarter (SE1/4) of the Southeast Quarter (SE1/4) of Section 32, Township 6 South, Range 9 West of the 5th P.M., more particularly described as follows:

Commencing at the Southeast corner of said Southeast Quarter (SE1/4) of the Southeast Quarter (SE1/4), thence South 89 degrees 21 minutes 18 seconds West 40.00 feet to the point of beginning; thence North 00 degrees 42 minutes 17 seconds West 340.00 feet; thence South 89 degrees 26 minutes 11 seconds West 440.00 feet; thence South 00 degrees 42 minutes 18 seconds East 340.00 feet to the South line of said Southeast Quarter (SE1/4) of the Southeast Quarter (SE1/4); thence North 89 degrees 34 minutes 26 seconds East 164.54 feet along said South line; thence North 89 degrees 21 minutes 18 seconds East 275.46 feet along said South line to the point of beginning.

Tract II:

Commence at the Southeast corner of said Southeast Quarter (SE1/4) of the Southeast Quarter (SE1/4) of Section 32, Township 6 South, Range 9 West, thence South 89 degrees 20 minutes 45 seconds West along the South line of said Section 315.46 feet to the Northwest corner of Section 4, Township 7 South, Range 9 West, thence South 89 degrees 30 minutes 15 seconds West along said Section 32 South line 164.51 feet to the point of beginning; thence South 89 degrees 30 minutes 15 seconds West along said Section 32 South line 100.00 feet; thence North 00 degrees 46 minutes 10 seconds West 389.77 feet; thence North 89 degrees 22 minutes 10 seconds East 540.00 feet to the West right of way line of Hazel Street; thence South 00 degrees 45 minutes 55 seconds East along said West right of way line 50.00 feet; thence South 89 degrees 22 minutes 10 seconds West 440.00 feet; thence South 00 degrees 46 minutes 15 seconds East 340.00 feet to the point of beginning.



STATE OF ARKANSAS
DEPARTMENT OF FINANCE AND ADMINISTRATION
MISCELLANEOUS TAX SECTION
P.O. BOX 896, LITTLE ROCK, AR 72203-0896

BOOK 1034 PAGE 011

Real Estate Transfer Tax Stamp
Proof of Tax Paid



File Number: JTC-20-6913

Grantee: HAPPINESS, LLC
Mailing Address: C/O MIF1, LLC, 111 S. MAIN ST. STE 2200
SALT LAKE CITY UT 841110000

Grantor: ADP-MILLCREEK 3. LLC
Mailing Address: 111 S. MAIN ST. STE 2200
SALT LAKE CITY UT 841110000

Property Purchase Price: \$2,412,000.00
Tax Amount: \$7,959.60
County: JEFFERSON
Date Issued: 05/06/2020
Stamp ID: 1971390464



I HEREBY CERTIFY THAT THIS INSTRUMENT
WAS FILED AND RECORDED ON THE 6
DAY OF May 2020 AT 3.45
BOOK NO. 1034 PAGE 8

LAFAYETTE WOODS, SR.
JEFFERSON COUNTY, ARKANSAS
BY [Signature] DC

I certify under penalty of false swearing that documentary stamps or a documentary symbol in the legally correct amount has been placed on this instrument

Grantee or Agent Name (printed): Hannah Morgan
Grantee or Agent Name (signature): [Signature] Date: 5.16.2020
Address: C/O MIF1 LLC, 111 S Main St, Ste 2200
City/State/Zip: Salt Lake City, UT 84111

FILED FOR RECORD
AT 3:26 O'CLOCK P M

SEP 3 2020

LAFAYETTE WOODS, SR., CIRCUIT CLERK
JEFFERSON COUNTY, ARKANSAS
30 *W*

WARRANTY DEED (Limited Liability Company)

JTC-20-7092

KNOW ALL MEN BY THESE PRESENTS:

THAT **ADP-MILLCREEK 3, LLC**, a Utah limited liability company (hereinafter "Grantor"), by and through its authorized Manager, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration in hand paid by **HAPPINESS LLC**, a Utah limited liability company, as to a 7.401% interest as a tenant in common (herein "Grantee"), the receipt of which is hereby acknowledged, does hereby grant, bargain, sell, and convey unto said **HAPPINESS LLC**, a Utah limited liability company, as to a 7.401% interest as a tenant in common, and unto Grantee's successors and assigns forever, the following described land, situate in the County of Jefferson and State of Arkansas, to-wit:

See Exhibit "A" attached hereto and made a part hereof

SUBJECT TO recorded instruments, covenants, rights of way, easements, and all prior mineral reservations and oil and gas leases, if any.

TO HAVE AND TO HOLD the same unto the said Grantee and unto Grantee's successors and assigns forever, with all tenements, appurtenances, and hereditaments thereunto belonging.

AND Grantor hereby covenants with said Grantee that Grantor is lawfully seized of said lands, that the same is unencumbered, and that Grantor will forever warrant and defend the title to the said lands against all claims whatsoever.

IN TESTIMONY WHEREOF, the name of the Grantor is hereunto affixed by its authorized Manager, this 2 day of September, 2020.

MAIL TAX STATEMENTS TO:
c/o MILLROCK INVESTMENT FUND 1, LLC
111 S. MAIN ST, STE. 2200
Salt Lake City, UT 84111

ADP-MILLCREEK 3, LLC

By: MILLROCK INVESTMENT FUND 1, LLC,
a Utah limited liability company, its Member

By: 
Name: Kevin Long
Title: Manager

ACKNOWLEDGEMENT

STATE OF: UTAH }
 } ss:
COUNTY OF: Utah }

On this day, before undersigned, a Notary Public, duly commissioned, qualified and acting, within and for the said County and State, appeared in person the within named Kevin Long to me personally known, who stated that he was the authorized Manager of MILLROCK INVESTMENT FUND 1, LLC, a Utah limited liability company, the Member of ADP-MILLCREEK 3, LLC, a Utah limited liability company, and was duly authorized in said capacity to execute the foregoing instrument for and in the name and behalf of said company, and further stated and acknowledged that he had so signed, executed and delivered said instrument for the consideration, uses and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 2 day of September, 2020.

My Commission Expires:
4/5/2022



Notary Public



Exhibit A
Legal Description

Tract I:

Part of the Southeast Quarter (SE1/4) of the Southeast Quarter (SE1/4) of Section 32, Township 6 South, Range 9 West of the 5th P.M., more particularly described as follows:

Commencing at the Southeast corner of said Southeast Quarter (SE1/4) of the Southeast Quarter (SE1/4), thence South 89 degrees 21 minutes 18 seconds West 40.00 feet to the point of beginning; thence North 00 degrees 42 minutes 17 seconds West 340.00 feet; thence South 89 degrees 26 minutes 11 seconds West 440.00 feet; thence South 00 degrees 42 minutes 18 seconds East 340.00 feet to the South line of said Southeast Quarter (SE1/4) of the Southeast Quarter (SE1/4); thence North 89 degrees 34 minutes 26 seconds East 164.54 feet along said South line; thence North 89 degrees 21 minutes 18 seconds East 275.46 feet along said South line to the point of beginning.

Tract II:

Commence at the Southeast corner of said Southeast Quarter (SE1/4) of the Southeast Quarter (SE1/4) of Section 32, Township 6 South, Range 9 West, thence South 89 degrees 20 minutes 45 seconds West along the South line of said Section 315.46 feet to the Northwest corner of Section 4, Township 7 South, Range 9 West, thence South 89 degrees 30 minutes 15 seconds West along said Section 32 South line 164.51 feet to the point of beginning; thence South 89 degrees 30 minutes 15 seconds West along said Section 32 South line 100.00 feet; thence North 00 degrees 46 minutes 10 seconds West 389.77 feet; thence North 89 degrees 22 minutes 10 seconds East 540.00 feet to the West right of way line of Hazel Street; thence South 00 degrees 45 minutes 55 seconds East along said West right of way line 50.00 feet; thence South 89 degrees 22 minutes 10 seconds West 440.00 feet; thence South 00 degrees 46 minutes 15 seconds East 340.00 feet to the point of beginning.



STATE OF ARKANSAS
DEPARTMENT OF FINANCE AND ADMINISTRATION
MISCELLANEOUS TAX SECTION
P.O. BOX 896, LITTLE ROCK, AR 72203-0896

BOOK 1040 PAGE 309

Real Estate Transfer Tax Stamp

Proof of Tax Paid



File Number: JTC20-7092

Grantee: HAPPINESS LLC
Mailing Address: C/O MIF1, LLC, 111 S. MAIN ST., STE 2200
SALT LAKE CITY UT 841110000

Grantor: ADP-MILLCREEK 3, LLC
Mailing Address: 111 S. MAIN ST., STE 2200
SALT LAKE CITY UT 841110000

Property Purchase Price: \$970,093.67
Tax Amount: \$3,204.30

County: JEFFERSON
Date Issued: 09/03/2020
Stamp ID: 1924417536



I HEREBY CERTIFY THAT THIS INSTRUMENT
WAS FILED AND RECORDED ON THE 3
DAY OF September 2020 AT 3:26
BOOK NO 1040 PAGE 304

LAFAYETTE WOODS, SR.
JEFFERSON COUNTY, ARKANSAS

BY [Signature] DC

I certify under penalty of false swearing that documentary stamps or a documentary symbol in the legally correct amount has been placed on this instrument

Grantee or Agent Name (printed): Hannah Morgan
Grantee or Agent Name (signature): [Signature] Date: 9.3.2020
Address: C/O MIF1, LLC, 111 S. Main St., Ste 2200
City/State/Zip: Salt Lake City, UT 84111

FILED FOR RECORD
AT 3:21 O'CLOCK PM

OCT 15 2020
Barbara Collins
BARBARA COLLINS, CIRCUIT CLERK
JEFFERSON COUNTY, ARKANSAS

30 *cc*

WARRANTY DEED
(Limited Liability Company)

JTC-20-7164

KNOW ALL MEN BY THESE PRESENTS:

THAT ADP-MILLCREEK 3, LLC, a Utah limited liability company (hereinafter "Grantor"), by and through its authorized Manager, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration in hand paid by HAPPINESS LLC, a Utah limited liability company, as to a 15.258% interest as a tenant in common (herein "Grantee"), the receipt of which is hereby acknowledged, does hereby grant, bargain, sell, and convey unto said HAPPINESS LLC, a Utah limited liability company, as to a 15.258% interest as a tenant in common, and unto Grantee's successors and assigns forever, the following described land, situate in the County of Jefferson and State of Arkansas, to-wit:

See Exhibit "A" attached hereto and made a part hereof

SUBJECT TO recorded instruments, covenants, rights of way, easements, and all prior mineral reservations and oil and gas leases, if any.

TO HAVE AND TO HOLD the same unto the said Grantee and unto Grantee's successors and assigns forever, with all tenements, appurtenances, and hereditaments thereunto belonging.

AND Grantor hereby covenants with said Grantee that Grantor is lawfully seized of said lands, that the same is unencumbered, and that Grantor will forever warrant and defend the title to the said lands against all claims whatsoever.

Exhibit A
Legal Description

Tract I:

Part of the Southeast Quarter (SE1/4) of the Southeast Quarter (SE1/4) of Section 32, Township 6 South, Range 9 West of the 5th P.M., more particularly described as follows:

Commencing at the Southeast corner of said Southeast Quarter (SE1/4) of the Southeast Quarter (SE1/4), thence South 89 degrees 21 minutes 18 seconds West 40.00 feet to the point of beginning; thence North 00 degrees 42 minutes 17 seconds West 340.00 feet; thence South 89 degrees 26 minutes 11 seconds West 440.00 feet; thence South 00 degrees 42 minutes 18 seconds East 340.00 feet to the South line of said Southeast Quarter (SE1/4) of the Southeast Quarter (SE1/4); thence North 89 degrees 34 minutes 26 seconds East 164.54 feet along said South line; thence North 89 degrees 21 minutes 18 seconds East 275.46 feet along said South line to the point of beginning.

Tract II:

Commence at the Southeast corner of said Southeast Quarter (SE1/4) of the Southeast Quarter (SE1/4) of Section 32, Township 6 South, Range 9 West, thence South 89 degrees 20 minutes 45 seconds West along the South line of said Section 315.46 feet to the Northwest corner of Section 4, Township 7 South, Range 9 West, thence South 89 degrees 30 minutes 15 seconds West along said Section 32 South line 164.51 feet to the point of beginning; thence South 89 degrees 30 minutes 15 seconds West along said Section 32 South line 100.00 feet; thence North 00 degrees 46 minutes 10 seconds West 389.77 feet; thence North 89 degrees 22 minutes 10 seconds East 540.00 feet to the West right of way line of Hazel Street; thence South 00 degrees 45 minutes 55 seconds East along said West right of way line 50.00 feet; thence South 89 degrees 22 minutes 10 seconds West 440.00 feet; thence South 00 degrees 46 minutes 15 seconds East 340.00 feet to the point of beginning.



STATE OF ARKANSAS
 DEPARTMENT OF FINANCE AND ADMINISTRATION
 MISCELLANEOUS TAX SECTION
 P.O. BOX 896, LITTLE ROCK, AR 72203-0896

BOOK 1042 PAGE 529

Real Estate Transfer Tax Stamp
 Proof of Tax Paid



File Number: JTC-20-7164

Grantee: HAPPINESS LLC
Mailing Address: C/O MIF1, LLC, 111S. MAIN ST. STE 2200
 SALT LAKE CITY UT 841110000

Grantor: ADP-MILLCREEK 3, LLC
Mailing Address: 111 S. MAIN ST. STE 2200
 SALT LAKE UT 841110000

Property Purchase Price: \$2,000,000.00
Tax Amount: \$6,600.00
County: JEFFERSON
Date Issued: 10/15/2020
Stamp ID: 1097156608



I HEREBY CERTIFY THAT THIS INSTRUMENT
 WAS FILED AND RECORDED ON THE 15
 DAY OF October 2020 AT 3:21
 BOOK NO 1042 PAGE 526

BY Barbara Collins DC
BARBARA COLLINS
 JEFFERSON COUNTY, ARKANSAS

I certify under penalty of false swearing that documentary stamps or a documentary symbol in the legally correct amount has been placed on this instrument

Grantee or Agent Name (printed): Hannah Morgan
 Grantee or Agent Name (signature): Hannah Morgan Date: 10/15/2020
 Address: C/O MIF1, LLC, 111 S. Main St, Ste 2200
 City/State/Zip: Salt Lake City, UT 84111

FILED FOR RECORD
AT 3:22 O'CLOCK P M

NOV 13 2020
Barbara Collins
BARBARA COLLINS, CIRCUIT CLERK
JEFFERSON COUNTY, ARKANSAS
30

WARRANTY DEED (Limited Liability Company)

KNOW ALL MEN BY THESE PRESENTS:

THAT **ADP-MILLCREEK 3, LLC**, a Utah limited liability company (hereinafter "Grantor"), by and through its authorized Manager, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration in hand paid by **JULIE ANN CASSIDY**, as to a 1.460% interest as a tenant in common (herein "Grantee"), the receipt of which is hereby acknowledged, does hereby grant, bargain, sell, and convey unto said **JULIE ANN CASSIDY**, as to a 1.460% interest as a tenant in common, and unto Grantee's successors and assigns forever, the following described land, situate in the County of Jefferson and State of Arkansas, to-wit:

See Exhibit "A" attached hereto and made a part hereof

SUBJECT TO recorded instruments, covenants, rights of way, easements, and all prior mineral reservations and oil and gas leases, if any.

TO HAVE AND TO HOLD the same unto the said Grantee and unto Grantee's successors and assigns forever, with all tenements, appurtenances, and hereditaments thereunto belonging.

AND Grantor hereby covenants with said Grantee that Grantor is lawfully seized of said lands, that the same is unencumbered, and that Grantor will forever warrant and defend the title to the said lands against all claims whatsoever.

IN TESTIMONY WHEREOF, the name of the Grantor is hereunto affixed by its authorized Manager, this 10th day of November, 2020.

MAIL TAX STATEMENTS TO:
c/o MILLROCK INVESTMENT FUND 1, LLC
111 S. MAIN ST, STE. 2200
Salt Lake City, UT 84111

ADP-MILLCREEK 3, LLC

By: MILLROCK INVESTMENT FUND 1, LLC,
a Utah limited liability company, its Member

By: [Signature]
Name: Kevin Long
Title: Manager

ACKNOWLEDGEMENT

STATE OF: UTAH }
 } ss:
COUNTY OF: UTAH }

On this day, before undersigned, a Notary Public, duly commissioned, qualified and acting, within and for the said County and State, appeared in person the within named Kevin Long to me personally known, who stated that he was the authorized Manager of MILLROCK INVESTMENT FUND 1, LLC, a Utah limited liability company, the Member of ADP-MILLCREEK 3, LLC, a Utah limited liability company, and was duly authorized in said capacity to execute the foregoing instrument for and in the name and behalf of said company, and further stated and acknowledged that he had so signed, executed and delivered said instrument for the consideration, uses and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 10th day of November, 2020.

My Commission Expires:
03-19-2024

[Signature]
Notary Public

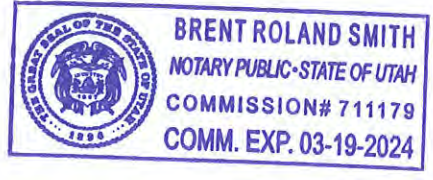


Exhibit A
Legal Description

Tract I:

Part of the Southeast Quarter (SE1/4) of the Southeast Quarter (SE1/4) of Section 32, Township 6 South, Range 9 West of the 5th P.M., more particularly described as follows:

Commencing at the Southeast corner of said Southeast Quarter (SE1/4) of the Southeast Quarter (SE1/4), thence South 89 degrees 21 minutes 18 seconds West 40.00 feet to the point of beginning; thence North 00 degrees 42 minutes 17 seconds West 340.00 feet; thence South 89 degrees 26 minutes 11 seconds West 440.00 feet; thence South 00 degrees 42 minutes 18 seconds East 340.00 feet to the South line of said Southeast Quarter (SE1/4) of the Southeast Quarter (SE1/4); thence North 89 degrees 34 minutes 26 seconds East 164.54 feet along said South line; thence North 89 degrees 21 minutes 18 seconds East 275.46 feet along said South line to the point of beginning.

Tract II:

Commence at the Southeast corner of said Southeast Quarter (SE1/4) of the Southeast Quarter (SE1/4) of Section 32, Township 6 South, Range 9 West, thence South 89 degrees 20 minutes 45 seconds West along the South line of said Section 315.46 feet to the Northwest corner of Section 4, Township 7 South, Range 9 West, thence South 89 degrees 30 minutes 15 seconds West along said Section 32 South line 164.51 feet to the point of beginning; thence South 89 degrees 30 minutes 15 seconds West along said Section 32 South line 100.00 feet; thence North 00 degrees 46 minutes 10 seconds West 389.77 feet; thence North 89 degrees 22 minutes 10 seconds East 540.00 feet to the West right of way line of Hazel Street; thence South 00 degrees 45 minutes 55 seconds East along said West right of way line 50.00 feet; thence South 89 degrees 22 minutes 10 seconds West 440.00 feet; thence South 00 degrees 46 minutes 15 seconds East 340.00 feet to the point of beginning.

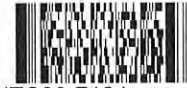


STATE OF ARKANSAS
DEPARTMENT OF FINANCE AND ADMINISTRATION
MISCELLANEOUS TAX SECTION
P.O. BOX 896, LITTLE ROCK, AR 72203-0896

BOOK 1044 PAGE 176

Real Estate Transfer Tax Stamp

Proof of Tax Paid



File Number: JTC20-7194

Grantee:
Mailing Address: JULIE ANN CASSIDY
C/O MIF1, LLC 111 S. MAIN ST., STE 2200
SALT LAKE CITY UT 841110000

Grantor:
Mailing Address: ADP-MILLCREEK 3, LLC
111 S. MAIN ST., STE 2200
SALT LAKE CITY UT 841110000

Property Purchase Price: \$191,443.43
Tax Amount: \$633.60

County: JEFFERSON
Date Issued: 11/13/2020
Stamp ID: 1392297984



I HEREBY CERTIFY THAT THIS INSTRUMENT
WAS FILED AND RECORDED ON THE 13
DAY OF November 2020 AT 1044
BOOK NO. 1044 PAGE 173

BY Barbara Collins DC
BARBARA COLLINS
JEFFERSON COUNTY, ARKANSAS

I certify under penalty of false swearing that documentary stamps or a documentary symbol in the legally correct amount has been placed on this instrument

Grantee or Agent Name (printed): Hannah Morgan
Grantee or Agent Name (signature): Hannah S. Morgan Date: 11.13.2020
Address: C/O MIF1, LLC 111 S. Main St., Ste 2200
City/State/Zip: Salt Lake City, UT 84111

FILED FOR RECORD
AT 8:49 O'CLOCK P M

APR 30 2020

LAFAYETTE WOODS, SR., CIRCUIT CLERK
JEFFERSON COUNTY, ARKANSAS

Sonya Kellard, DC. #30

WARRANTY DEED
(Limited Liability Company)

JTC 20-6854

KNOW ALL MEN BY THESE PRESENTS:

THAT **ADP-MILLCREEK 3, LLC**, a Utah limited liability company (hereinafter "Grantor"), by and through its authorized Manager, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration in hand paid by **JUNDY COMPANY**, a Missouri corporation, as to a 1.91% interest as a tenant in common (herein "Grantee"), the receipt of which is hereby acknowledged, does hereby grant, bargain, sell, and convey unto said **JUNDY COMPANY**, a Missouri corporation, as to a 1.91% interest as a tenant in common, and unto Grantee's successors and assigns forever, the following described land, situate in the County of Jefferson and State of Arkansas, to-wit:

See Exhibit "A" attached hereto and made a part hereof

SUBJECT TO recorded instruments, covenants, rights of way, easements, and all prior mineral reservations and oil and gas leases, if any.

TO HAVE AND TO HOLD the same unto the said Grantee and unto Grantee's successors and assigns forever, with all tenements, appurtenances, and hereditaments thereunto belonging.

AND Grantor hereby covenants with said Grantee that Grantor is lawfully seized of said lands, that the same is unencumbered, and that Grantor will forever warrant and defend the title to the said lands against all claims whatsoever.

IN TESTIMONY WHEREOF, the name of the Grantor is hereunto affixed by its authorized Manager, this 27 day of April, 2020.

MAIL TAX STATEMENTS TO:
c/o MILLROCK INVESTMENT FUND I, LLC
111 S. MAIN ST. STE. 2200
SALT LAKE CITY, UT 84111

ADP-MILLCREEK 3, LLC

By: MILLROCK INVESTMENT FUND I, LLC,
a Utah limited liability company, its Member

By: 
Name: Kevin Long
Title: Manager

ACKNOWLEDGEMENT

STATE OF: UTAH

COUNTY OF: Utah

}
} ss:
}

On this day, before undersigned, a Notary Public, duly commissioned, qualified and acting, within and for the said County and State, appeared in person the within named Kevin Long to me personally known, who stated that he was the authorized Manager of MILLROCK INVESTMENT FUND I, LLC, a Utah limited liability company, the Member of ADP-MILLCREEK 3, LLC, a Utah limited liability company, and was duly authorized in said capacity to execute the foregoing instrument for and in the name and behalf of said company, and further stated and acknowledged that he had so signed, executed and delivered said instrument for the consideration, uses and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 27 day of April, 2020.

My Commission Expires:

11-21-2020



Notary Public



Exhibit A
Legal Description

Tract I:

Part of the Southeast Quarter (SE1/4) of the Southeast Quarter (SE1/4) of Section 32, Township 6 South, Range 9 West of the 5th P.M., more particularly described as follows:

Commencing at the Southeast corner of said Southeast Quarter (SE1/4) of the Southeast Quarter (SE1/4), thence South 89 degrees 21 minutes 18 seconds West 40.00 feet to the point of beginning; thence North 00 degrees 42 minutes 17 seconds West 340.00 feet; thence South 89 degrees 26 minutes 11 seconds West 440.00 feet; thence South 00 degrees 42 minutes 18 seconds East 340.00 feet to the South line of said Southeast Quarter (SE1/4) of the Southeast Quarter (SE1/4); thence North 89 degrees 34 minutes 26 seconds East 164.54 feet along said South line; thence North 89 degrees 21 minutes 18 seconds East 275.46 feet along said South line to the point of beginning.

Tract II:

Commence at the Southeast corner of said Southeast Quarter (SE1/4) of the Southeast Quarter (SE1/4) of Section 32, Township 6 South, Range 9 West, thence South 89 degrees 20 minutes 45 seconds West along the South line of said Section 315.46 feet to the Northwest corner of Section 4, Township 7 South, Range 9 West, thence South 89 degrees 30 minutes 15 seconds West along said Section 32 South line 164.51 feet to the point of beginning; thence South 89 degrees 30 minutes 15 seconds West along said Section 32 South line 100.00 feet; thence North 00 degrees 46 minutes 10 seconds West 389.77 feet; thence North 89 degrees 22 minutes 10 seconds East 540.00 feet to the West right of way line of Hazel Street; thence South 00 degrees 45 minutes 55 seconds East along said West right of way line 50.00 feet; thence South 89 degrees 22 minutes 10 seconds West 440.00 feet; thence South 00 degrees 46 minutes 15 seconds East 340.00 feet to the point of beginning.



STATE OF ARKANSAS
 DEPARTMENT OF FINANCE AND ADMINISTRATION
 MISCELLANEOUS TAX SECTION
 P.O. BOX 896, LITTLE ROCK, AR 72203-0896

BOOK 1033 PAGE 695

Real Estate Transfer Tax Stamp
 Proof of Tax Paid



File Number: JTC-20-6854

Grantee: JUNDY COMPANY
Mailing Address: C/O MILLROCK, 111 S. MAIN ST STE 2200
 SALT LAKE CITY UT 841110000

Grantor: ADP-MILLCREEK 3, LLC
Mailing Address: 111 S. MAIN ST STE 2200
 SALT LAKE CITY UT 841110000

Property Purchase Price: \$250,000.00
Tax Amount: \$825.00

County: JEFFERSON
Date Issued: 04/29/2020
Stamp ID: 2002520064



I HEREBY CERTIFY THAT THIS INSTRUMENT
 WAS FILED AND RECORDED ON THE 30th
 DAY OF April 2020 AT 8:49
 BOOK NO 1033 PAGE 692
 LAFAYETTE WOODS SR
 JEFFERSON COUNTY, ARKANSAS
 BY Paulina Collins DC

I certify under penalty of false swearing that documentary stamps or a documentary symbol in the legally correct amount has been placed on this instrument

Grantee or Agent Name (printed): Hannah Morgan
 Grantee or Agent Name (signature): Hannah Morgan Date: 04/29/2020
 Address: C/O Millrock, 111 S Main St, Ste 2200
 City/State/Zip: Salt Lake City, UT 84111

FILED FOR RECORD
AT 1:20 O'CLOCK P M

FEB 24 2021

[Handwritten Signature]
BARBARA COLLINS, CIRCUIT CLERK
JEFFERSON COUNTY, ARKANSAS
3000

WARRANTY DEED
(Limited Liability Company)

JTC-20-7193

KNOW ALL MEN BY THESE PRESENTS:

THAT HAPPINESS LLC, a Utah limited liability company, as its interests may appear (hereinafter "Grantor"), by and through its authorized Manager, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration in hand paid by TRENT L. LARTZ, DVM AND AMY L. HINTON, DVM, as to a 12.821% interest as a tenant in common (herein "Grantee"), the receipt of which is hereby acknowledged, does hereby grant, bargain, sell, and convey unto said TRENT L. LARTZ, DVM AND AMY L. HINTON, DVM, as to a 12.821% interest as a tenant in common, and unto Grantee's successors and assigns forever, the following described land, situate in the County of Jefferson and State of Arkansas, to-wit:

See Exhibit "A" attached hereto and made a part hereof

SUBJECT TO recorded instruments, covenants, rights of way, easements, and all prior mineral reservations and oil and gas leases, if any.

TO HAVE AND TO HOLD the same unto the said Grantee and unto Grantee's successors and assigns forever, with all tenements, appurtenances, and hereditaments thereunto belonging.

AND Grantor hereby covenants with said Grantee that Grantor is lawfully seized of said lands, that the same is unencumbered, and that Grantor will forever warrant and defend the title to the said lands against all claims whatsoever.

IN TESTIMONY WHEREOF, the name of the Grantor is hereunto affixed by its authorized Manager, this 18 day of February, 2021.

MAIL TAX STATEMENTS TO:
 c/o MILLROCK INVESTMENT FUND I, LLC
 111 S. MAIN ST, STE. 2200
 Salt Lake City, UT 84111

HAPPINESS LLC

By: _____
 Name: Gabor Koltai
 Title: Manager

ACKNOWLEDGEMENT

STATE OF: UTAH }
 }
 COUNTY OF: Salt Lake } ss:
 }

On this day, before undersigned, a Notary Public, duly commissioned, qualified and acting, within and for the said County and State, appeared in person the within named Gabor Koltai to me personally known, who stated that he was the authorized Manager of HAPPINESS LLC, a Utah limited liability company, and was duly authorized in said capacity to execute the foregoing instrument for and in the name and behalf of said company, and further stated and acknowledged that he had so signed, executed and delivered said instrument for the consideration, uses and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 18 day of February, 2021.

My Commission Expires:

4/5/2022

Forest Anthony
 Notary Public



Exhibit A
Legal Description

Tract I:

Part of the Southeast Quarter (SE1/4) of the Southeast Quarter (SE1/4) of Section 32, Township 6 South, Range 9 West of the 5th P.M., more particularly described as follows:

Commencing at the Southeast corner of said Southeast Quarter (SE1/4) of the Southeast Quarter (SE1/4), thence South 89 degrees 21 minutes 18 seconds West 40.00 feet to the point of beginning; thence North 00 degrees 42 minutes 17 seconds West 340.00 feet; thence South 89 degrees 26 minutes 11 seconds West 440.00 feet; thence South 00 degrees 42 minutes 18 seconds East 340.00 feet to the South line of said Southeast Quarter (SE1/4) of the Southeast Quarter (SE1/4); thence North 89 degrees 34 minutes 26 seconds East 164.54 feet along said South line; thence North 89 degrees 21 minutes 18 seconds East 275.46 feet along said South line to the point of beginning.

Tract II:

Commence at the Southeast corner of said Southeast Quarter (SE1/4) of the Southeast Quarter (SE1/4) of Section 32, Township 6 South, Range 9 West, thence South 89 degrees 20 minutes 45 seconds West along the South line of said Section 315.46 feet to the Northwest corner of Section 4, Township 7 South, Range 9 West, thence South 89 degrees 30 minutes 15 seconds West along said Section 32 South line 164.51 feet to the point of beginning; thence South 89 degrees 30 minutes 15 seconds West along said Section 32 South line 100.00 feet; thence North 00 degrees 46 minutes 10 seconds West 389.77 feet; thence North 89 degrees 22 minutes 10 seconds East 540.00 feet to the West right of way line of Hazel Street; thence South 00 degrees 45 minutes 55 seconds East along said West right of way line 50.00 feet; thence South 89 degrees 22 minutes 10 seconds West 440.00 feet; thence South 00 degrees 46 minutes 15 seconds East 340.00 feet to the point of beginning.



Real Estate Transfer Tax Stamp

Proof of Tax Paid



File Number: JTC20-7193

Grantee:
Mailing Address:

TRENT L. LARTZ, DVM AND AMY L. HINTON, DVM
C/O MIF1,LLC 111 S. MAIN ST., STE 2200 STE 2200
SALT LAKE CITY UT 841110000

Grantor:
Mailing Address:

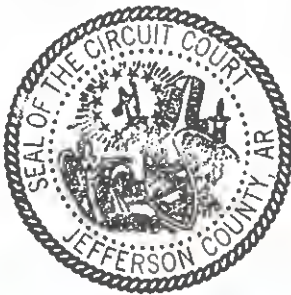
HAPPINESS LLC
111 S. MAIN ST. STE 2200
SALT LAKE CITY UT 841110000

Property Purchase Price:
Tax Amount:

\$1,680,663.80
\$5,547.30

County:
Date Issued:
Stamp ID:

JEFFERSON
02/24/2021
1625368576



I HEREBY CERTIFY THAT THIS INSTRUMENT
WAS FILED AND RECORDED ON THE 24th
DAY OF February 2021 AT 1:50
BOOK NO 1048 PAGE 447
BY Barbara Collins DC
BARBARA COLLINS
JEFFERSON COUNTY ARKANSAS

I certify under penalty of false swearing that documentary stamps or a documentary symbol in the legally correct amount has been placed on this instrument

Grantee or Agent Name (printed): Hannah Morgan
Grantee or Agent Name (signature): Hannah Morgan Date: 2/24/2021
Address: clo MIF1, LLC 111 S. Main St, Ste 2200
City/State/Zip: Salt Lake City, UT 84111

FILED FOR RECORD
AT 11:58 O'CLOCK aM

MAR - 4 2021

[Signature]
BARBARA COLLINS, CIRCUIT CLERK
JEFFERSON COUNTY, ARKANSAS

JTC-20-7278

WARRANTY DEED
(Limited Liability Company)

30⁰⁰

KNOW ALL MEN BY THESE PRESENTS:

THAT ADP-MILLCREEK 3, LLC, a Utah limited liability company (hereinafter "Grantor"), by and through its authorized Manager, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration in hand paid by **LAUREN-GLENN DAVITIAN AND MARK C. JOHNSON, and their Successors, as Co-Trustees of The Lauren-Glenn Davitian Trust dated September 18, 2012**, as to a 1.907% interest as a tenant in common (herein "Grantee"), the receipt of which is hereby acknowledged, does hereby grant, bargain, sell, and convey unto said **LAUREN-GLENN DAVITIAN AND MARK C. JOHNSON, and their Successors, as Co-Trustees of The Lauren-Glenn Davitian Trust dated September 18, 2012**, as to a 1.907% interest as a tenant in common, and unto Grantee's successors and assigns forever, the following described land, situate in the County of Jefferson and State of Arkansas, to-wit:

See Exhibit "A" attached hereto and made a part hereof

SUBJECT TO recorded instruments, covenants, rights of way, easements, and all prior mineral reservations and oil and gas leases, if any.

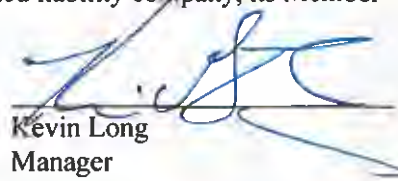
TO HAVE AND TO HOLD the same unto the said Grantee and unto Grantee's successors and assigns forever, with all tenements, appurtenances, and hereditaments thereunto belonging.

AND Grantor hereby covenants with said Grantee that Grantor is lawfully seized of said lands, that the same is unencumbered, and that Grantor will forever warrant and defend the title to the said lands against all claims whatsoever.

IN TESTIMONY WHEREOF, the name of the Grantor is hereunto affixed by its authorized Manager,
this 23 day of February, 2021.

MAIL TAX STATEMENTS TO:
c/o MILLROCK INVESTMENT FUND 1, LLC
111 S. MAIN ST, STE. 2200
Salt Lake City, UT 84111

ADP-MILLCREEK 3, LLC
By: MILLROCK INVESTMENT FUND 1, LLC,
a Utah limited liability company, its Member

By: 
Name: Kevin Long
Title: Manager

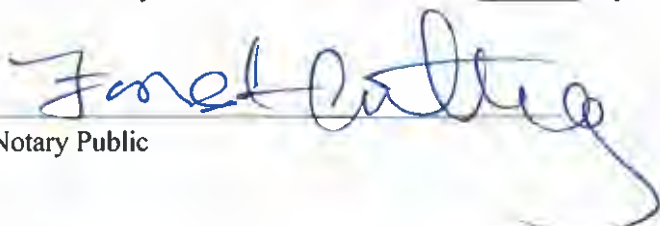
ACKNOWLEDGEMENT

STATE OF: UTAH }
 }
 } ss:
COUNTY OF: Utah }

On this day, before undersigned, a Notary Public, duly commissioned, qualified and acting, within and for the said County and State, appeared in person the within named Kevin Long to me personally known, who stated that he was the authorized Manager of MILLROCK INVESTMENT FUND 1, LLC, a Utah limited liability company, the Member of ADP-MILLCREEK 3, LLC, a Utah limited liability company, and was duly authorized in said capacity to execute the foregoing instrument for and in the name and behalf of said company, and further stated and acknowledged that he had so signed, executed and delivered said instrument for the consideration, uses and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 23 day of February, 2021.

My Commission Expires:
4/5/2022


Notary Public

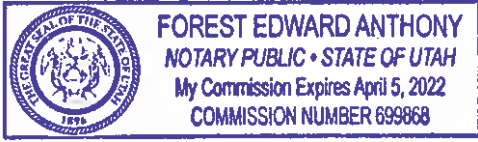


Exhibit A
Legal Description

Tract I:

Part of the Southeast Quarter (SE1/4) of the Southeast Quarter (SE1/4) of Section 32, Township 6 South, Range 9 West of the 5th P.M., more particularly described as follows:

Commencing at the Southeast corner of said Southeast Quarter (SE1/4) of the Southeast Quarter (SE1/4), thence South 89 degrees 21 minutes 18 seconds West 40.00 feet to the point of beginning; thence North 00 degrees 42 minutes 17 seconds West 340.00 feet; thence South 89 degrees 26 minutes 11 seconds West 440.00 feet; thence South 00 degrees 42 minutes 18 seconds East 340.00 feet to the South line of said Southeast Quarter (SE1/4) of the Southeast Quarter (SE1/4); thence North 89 degrees 34 minutes 26 seconds East 164.54 feet along said South line; thence North 89 degrees 21 minutes 18 seconds East 275.46 feet along said South line to the point of beginning.

Tract II:

Commence at the Southeast corner of said Southeast Quarter (SE1/4) of the Southeast Quarter (SE1/4) of Section 32, Township 6 South, Range 9 West, thence South 89 degrees 20 minutes 45 seconds West along the South line of said Section 315.46 feet to the Northwest corner of Section 4, Township 7 South, Range 9 West, thence South 89 degrees 30 minutes 15 seconds West along said Section 32 South line 164.51 feet to the point of beginning; thence South 89 degrees 30 minutes 15 seconds West along said Section 32 South line 100.00 feet; thence North 00 degrees 46 minutes 10 seconds West 389.77 feet; thence North 89 degrees 22 minutes 10 seconds East 540.00 feet to the West right of way line of Hazel Street; thence South 00 degrees 45 minutes 55 seconds East along said West right of way line 50.00 feet; thence South 89 degrees 22 minutes 10 seconds West 440.00 feet; thence South 00 degrees 46 minutes 15 seconds East 340.00 feet to the point of beginning.



STATE OF ARKANSAS
DEPARTMENT OF FINANCE AND ADMINISTRATION
MISCELLANEOUS TAX SECTION
P.O. BOX 896, LITTLE ROCK, AR 72203-0896

BOOK 1049 PAGE 082

Real Estate Transfer Tax Stamp
Proof of Tax Paid



File Number: JTC20-7278

Grantee: LAUREN-GLENN DAVITIAN AND MARK C. JOHNSON AND THEIR
Mailing Address: SUCCESSORS, AS CO-TRUSTEES OF THE LAUREN-GLENN DAVITIAN TRUST
C/O MIF1, LLC 111 S. MAIN ST. STE 2200
SALT LAKE CITY UT 841110000

Grantor: ADP-MILLCREEK 3, LLC
Mailing Address: 111 S. MAIN ST. STE 2200
SALT LAKE CITY UT 841110000

Property Purchase Price: \$250,000.00
Tax Amount: \$825.00

County: JEFFERSON
Date Issued: 03/04/2021
Stamp ID: 72230912



I HEREBY CERTIFY THAT THIS INSTRUMENT
WAS FILED AND RECORDED ON THE 4th
DAY OF March 2021 AT 11:58
BOOK NO. 1049 PAGE 79

BARBARA COLLINS
JEFFERSON COUNTY, ARKANSAS

BY [Signature] DC

I certify under penalty of false swearing that documentary stamps or a documentary symbol in the legally correct amount has been placed on this instrument

Grantee or Agent Name (printed): Hannah Morgan

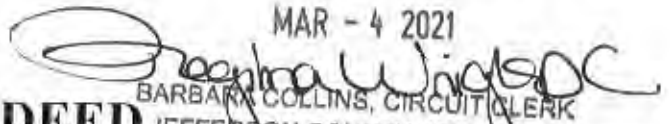
Grantee or Agent Name (signature): Hannah Morgan Date: 3/4/21

Address: C/O MIF1, LLC 111 S. Main St, Ste 2200

City/State/Zip: Salt Lake City, UT 84111

FILED FOR RECORD
AT 11:59 O'CLOCK a M

MAR - 4 2021


BARBARA COLLINS, CIRCUIT CLERK
JEFFERSON COUNTY, ARKANSAS 30⁰⁰

JTC-20-TR

WARRANTY DEED
(Limited Liability Company)

KNOW ALL MEN BY THESE PRESENTS:

THAT **ADP-MILLCREEK 3, LLC**, a Utah limited liability company (hereinafter "Grantor"), by and through its authorized Manager, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration in hand paid by **LAWRENCE DELMONT HENCHEL AND SUSAN SEITZ HENCHEL**, joint tenants with right of survivorship, as to a 3.204% interest as a tenant in common (herein "Grantee"), the receipt of which is hereby acknowledged, does hereby grant, bargain, sell, and convey unto said **LAWRENCE DELMONT HENCHEL AND SUSAN SEITZ HENCHEL**, joint tenants with right of survivorship, as to a 3.204% interest as a tenant in common, and unto Grantee's successors and assigns forever, the following described land, situate in the County of Jefferson and State of Arkansas, to-wit:

See Exhibit "A" attached hereto and made a part hereof

SUBJECT TO recorded instruments, covenants, rights of way, easements, and all prior mineral reservations and oil and gas leases, if any.

TO HAVE AND TO HOLD the same unto the said Grantee and unto Grantee's successors and assigns forever, with all tenements, appurtenances, and hereditaments thereunto belonging.

AND Grantor hereby covenants with said Grantee that Grantor is lawfully seized of said lands, that the same is unencumbered, and that Grantor will forever warrant and defend the title to the said lands against all claims whatsoever.

IN TESTIMONY WHEREOF, the name of the Grantor is hereunto affixed by its authorized Manager, this 23 day of February, 2021.

MAIL TAX STATEMENTS TO:
c/o MILLROCK INVESTMENT FUND 1, LLC
111 S. MAIN ST, STE. 2200
Salt Lake City, UT 84111

ADP-MILLCREEK 3, LLC

By: MILLROCK INVESTMENT FUND 1, LLC,
a Utah limited liability company, its Member

By: [Signature]
Name: Kevin Long
Title: Manager

ACKNOWLEDGEMENT

STATE OF: UTAH }
COUNTY OF: Utah } ss:
}

On this day, before undersigned, a Notary Public, duly commissioned, qualified and acting, within and for the said County and State, appeared in person the within named Kevin Long to me personally known, who stated that he was the authorized Manager of MILLROCK INVESTMENT FUND 1, LLC, a Utah limited liability company, the Member of ADP-MILLCREEK 3, LLC, a Utah limited liability company, and was duly authorized in said capacity to execute the foregoing instrument for and in the name and behalf of said company, and further stated and acknowledged that he had so signed, executed and delivered said instrument for the consideration, uses and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 23 day of February, 2021.

My Commission Expires:

4/5/2022

[Signature]
Notary Public

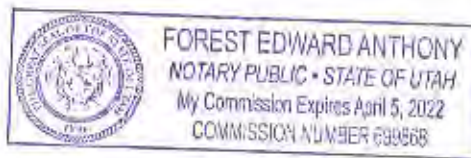


Exhibit A
Legal Description

Tract I:

Part of the Southeast Quarter (SE1/4) of the Southeast Quarter (SE1/4) of Section 32, Township 6 South, Range 9 West of the 5th P.M., more particularly described as follows:

Commencing at the Southeast corner of said Southeast Quarter (SE1/4) of the Southeast Quarter (SE1/4), thence South 89 degrees 21 minutes 18 seconds West 40.00 feet to the point of beginning; thence North 00 degrees 42 minutes 17 seconds West 340.00 feet; thence South 89 degrees 26 minutes 11 seconds West 440.00 feet; thence South 00 degrees 42 minutes 18 seconds East 340.00 feet to the South line of said Southeast Quarter (SE1/4) of the Southeast Quarter (SE1/4); thence North 89 degrees 34 minutes 26 seconds East 164.54 feet along said South line; thence North 89 degrees 21 minutes 18 seconds East 275.46 feet along said South line to the point of beginning.

Tract II:

Commence at the Southeast corner of said Southeast Quarter (SE1/4) of the Southeast Quarter (SE1/4) of Section 32, Township 6 South, Range 9 West, thence South 89 degrees 20 minutes 45 seconds West along the South line of said Section 315.46 feet to the Northwest corner of Section 4, Township 7 South, Range 9 West, thence South 89 degrees 30 minutes 15 seconds West along said Section 32 South line 164.51 feet to the point of beginning; thence South 89 degrees 30 minutes 15 seconds West along said Section 32 South line 100.00 feet; thence North 00 degrees 46 minutes 10 seconds West 389.77 feet; thence North 89 degrees 22 minutes 10 seconds East 540.00 feet to the West right of way line of Hazel Street; thence South 00 degrees 45 minutes 55 seconds East along said West right of way line 50.00 feet; thence South 89 degrees 22 minutes 10 seconds West 440.00 feet; thence South 00 degrees 46 minutes 15 seconds East 340.00 feet to the point of beginning.



STATE OF ARKANSAS
 DEPARTMENT OF FINANCE AND ADMINISTRATION **BOOK 1049 PAGE 086**
 MISCELLANEOUS TAX SECTION
 P.O. BOX 896, LITTLE ROCK, AR 72203-0896

Real Estate Transfer Tax Stamp

Proof of Tax Paid



File Number: JTC20-7279

Grantee: LAWRENCE DELMONT HENGHEL AND SUSAN SEITZ HENGHEL
Mailing Address: C/O MIF1, LLC 111 S. MAIN ST. STE 2200
 SALT LAKE CITY UT 841110000

Grantor: ADP-MILLCREEK 3, LLC
Mailing Address: 111 S. MAIN ST. STE 2200
 SALT LAKE CITY UT 841110000

Property Purchase Price: \$420,000.00
Tax Amount: \$1,386.00

County: JEFFERSON
Date Issued: 03/04/2021
Stamp ID: 1510352896

I HEREBY CERTIFY THAT THIS INSTRUMENT
 WAS FILED AND RECORDED ON THE 4th
 DAY OF March 2021 AT 11:59
 BOOK NO 1049 PAGE 83

BARBARA COLLINS
 CLERK OF THE CIRCUIT COURT, JEFFERSON COUNTY, ARKANSAS

BY Barbara Collins DC



I certify under penalty of false swearing that documentary stamps or a documentary symbol in the legally correct amount has been placed on this instrument

Grantee or Agent Name (printed): Hannah Morgan
 Grantee or Agent Name (signature): Hannah Morgan Date: 3/4/21
 Address: C/O MIF1, LLC 111 S Main St. Ste 2200
 City/State/Zip: Salt Lake City, UT 84111

MAY - 1 2020

LAFAYETTE WOODS, SR., CIRCUIT CLERK
JEFFERSON COUNTY, ARKANSAS

Sonye Dillard OC 30

JTC-20-6883

WARRANTY DEED
(Limited Liability Company)

KNOW ALL MEN BY THESE PRESENTS:

THAT **ADP-MILLCREEK 3, LLC**, a Utah limited liability company (hereinafter "Grantor"), by and through its authorized Manager, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration in hand paid by **MICHAEL R. MANCHON AND CAROLE D. MANCHON**, as to a 1.12% interest as a tenant in common (herein "Grantee"), the receipt of which is hereby acknowledged, does hereby grant, bargain, sell, and convey unto said **MICHAEL R. MANCHON AND CAROLE D. MANCHON**, as to a 1.12% interest as a tenant in common, and unto Grantee's successors and assigns forever, the following described land, situate in the County of Jefferson and State of Arkansas, to-wit:

See Exhibit "A" attached hereto and made a part hereof

SUBJECT TO recorded instruments, covenants, rights of way, easements, and all prior mineral reservations and oil and gas leases, if any.

TO HAVE AND TO HOLD the same unto the said Grantee and unto Grantee's successors and assigns forever, with all tenements, appurtenances, and hereditaments thereunto belonging.

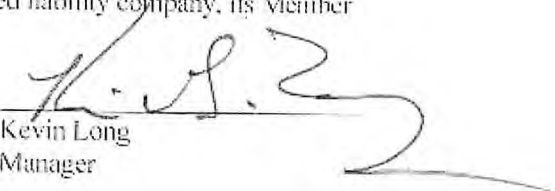
AND Grantor hereby covenants with said Grantee that Grantor is lawfully seized of said lands, that the same is unencumbered, and that Grantor will forever warrant and defend the title to the said lands against all claims whatsoever.

IN TESTIMONY WHEREOF, the name of the Grantor is hereunto affixed by its authorized Manager, this 27 day of April, 2020.

MAIL TAX STATEMENTS TO:
c/o MILLROCK INVESTMENT FUND I, L.L.C.
111 S. MAIN ST, STE. 2200
Salt Lake City, UT 84111

ADP-MILLCREEK 3, LLC

By: MILLROCK INVESTMENT FUND I, L.L.C.
a Utah limited liability company, its Member

By: 
Name: Kevin Long
Title: Manager

ACKNOWLEDGEMENT

STATE OF: UTAH

↓
↓
↓
↓

ss:

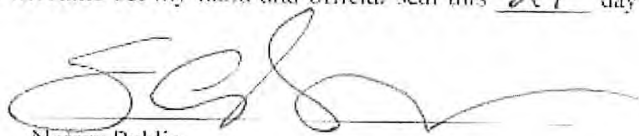
COUNTY OF: Utah

On this day, before undersigned, a Notary Public, duly commissioned, qualified and acting, within and for the said County and State, appeared in person the within named Kevin Long to me personally known, who stated that he was the authorized Manager of MILLROCK INVESTMENT FUND I, L.L.C, a Utah limited liability company, the Member of ADP-MILLCREEK 3, L.L.C, a Utah limited liability company, and was duly authorized in said capacity to execute the foregoing instrument for and in the name and behalf of said company, and further stated and acknowledged that he had so signed, executed and delivered said instrument for the consideration, uses and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 27 day of April, 2020.

My Commission Expires:

11-21-2020


Notary Public

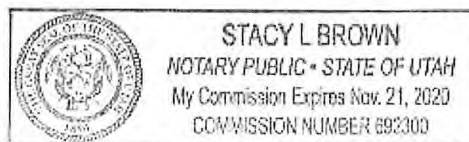


Exhibit A
Legal Description

Tract I:

Part of the Southeast Quarter (SE1/4) of the Southeast Quarter (SE1/4) of Section 32, Township 6 South, Range 9 West of the 5th P.M., more particularly described as follows:

Commencing at the Southeast corner of said Southeast Quarter (SE1/4) of the Southeast Quarter (SE1/4), thence South 89 degrees 21 minutes 18 seconds West 40.00 feet to the point of beginning; thence North 00 degrees 42 minutes 17 seconds West 340.00 feet; thence South 89 degrees 26 minutes 11 seconds West 440.00 feet; thence South 00 degrees 42 minutes 18 seconds East 340.00 feet to the South line of said Southeast Quarter (SE1/4) of the Southeast Quarter (SE1/4); thence North 89 degrees 34 minutes 26 seconds East 164.54 feet along said South line; thence North 89 degrees 21 minutes 18 seconds East 275.46 feet along said South line to the point of beginning.

Tract II:

Commence at the Southeast corner of said Southeast Quarter (SE1/4) of the Southeast Quarter (SE1/4) of Section 32, Township 6 South, Range 9 West, thence South 89 degrees 20 minutes 45 seconds West along the South line of said Section 315.46 feet to the Northwest corner of Section 4, Township 7 South, Range 9 West, thence South 89 degrees 30 minutes 15 seconds West along said Section 32 South line 164.51 feet to the point of beginning; thence South 89 degrees 30 minutes 15 seconds West along said Section 32 South line 100.00 feet; thence North 00 degrees 46 minutes 10 seconds West 389.77 feet; thence North 89 degrees 22 minutes 10 seconds East 540.00 feet to the West right of way line of Hazel Street; thence South 00 degrees 45 minutes 55 seconds East along said West right of way line 50.00 feet; thence South 89 degrees 22 minutes 10 seconds West 440.00 feet; thence South 00 degrees 46 minutes 15 seconds East 340.00 feet to the point of beginning.



STATE OF ARKANSAS
DEPARTMENT OF FINANCE AND ADMINISTRATION
MISCELLANEOUS TAX SECTION
P.O. BOX 896, LITTLE ROCK, AR 72203-0896

BOOK 1033 PAGE 713

Real Estate Transfer Tax Stamp

Proof of Tax Paid



File Number: JTC-20-6883

Grantee: MICHAEL R. MANCHON AND CAROLE D. MANCHON
Mailing Address: C/O MILLROCK, 111 S. MAIN ST. STE 2200
SALT LAKE CITY UT 841110000

Grantor: ADP-MILLCREEK
Mailing Address: 111 S. MAIN ST STE 2200
SALT LAKE CITY UT 841110000

Property Purchase Price: \$146,698.70
Tax Amount: \$485.10
County: JEFFERSON
Date Issued: 04/30/2020
Stamp ID: 1689266176



I HEREBY CERTIFY THAT THIS INSTRUMENT
WAS FILED AND RECORDED ON THE 1st
DAY OF May 2020 AT 8:32
BOOK NO 1033 PAGE 710
LAFAYETTE WOODS, SR.
JEFFERSON COUNTY, ARKANSAS
BY Lafayette Woods DC

I certify under penalty of false swearing that documentary stamps or a documentary symbol in the legally correct amount has been placed on this instrument

Grantee or Agent Name (printed): Hannah Morgan
Grantee or Agent Name (signature): Hannah Morgan Date: 4.30.2020
Address: 111 S. Main St. Ste 2200
City/State/Zip: Salt Lake City, UT 84111

FILED FOR RECORD
AT 9:23 O'CLOCK A M

OCT 28 2020 30⁰⁰

BARBARA COLLINS, CIRCUIT CLERK
JEFFERSON COUNTY, ARKANSAS

JTC - 20 - 7185

WARRANTY DEED
(Limited Liability Company)

KNOW ALL MEN BY THESE PRESENTS:

THAT **ADP-MILLCREEK 3, LLC**, a Utah limited liability company (hereinafter "Grantor"), by and through its authorized Manager, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration in hand paid by **MARK MACHLIS AND LADY MIRA BLUE MACHLIS**, as to a 0.420% interest as a tenant in common (herein "Grantee"), the receipt of which is hereby acknowledged, does hereby grant, bargain, sell, and convey unto said **MARK MACHLIS AND LADY MIRA BLUE MACHLIS**, as to a 0.420% interest as a tenant in common, and unto Grantee's successors and assigns forever, the following described land, situate in the County of Jefferson and State of Arkansas, to-wit:

See Exhibit "A" attached hereto and made a part hereof

SUBJECT TO recorded instruments, covenants, rights of way, easements, and all prior mineral reservations and oil and gas leases, if any.

TO HAVE AND TO HOLD the same unto the said Grantee and unto Grantee's successors and assigns forever, with all tenements, appurtenances, and hereditaments thereunto belonging.

AND Grantor hereby covenants with said Grantee that Grantor is lawfully seized of said lands, that the same is unencumbered, and that Grantor will forever warrant and defend the title to the said lands against all claims whatsoever.

IN TESTIMONY WHEREOF, the name of the Grantor is hereunto affixed by its authorized Manager, this 26th day of October, 2020.

MAIL TAX STATEMENTS TO:
c/o MILLROCK INVESTMENT FUND 1, LLC
111 S. MAIN ST, STE. 2200
Salt Lake City, UT 84111

ADP-MILLCREEK 3, LLC

By: MILLROCK INVESTMENT FUND 1, LLC,
a Utah limited liability company, its Member

By: _____
Name: Kevin Long
Title: Manager

ACKNOWLEDGEMENT

STATE OF: UTAH }
 } ss:
COUNTY OF: UTAH }

On this day, before undersigned, a Notary Public, duly commissioned, qualified and acting, within and for the said County and State, appeared in person the within named Kevin Long to me personally known, who stated that he was the authorized Manager of MILLROCK INVESTMENT FUND 1, LLC, a Utah limited liability company, the Member of ADP-MILLCREEK 3, LLC, a Utah limited liability company, and was duly authorized in said capacity to execute the foregoing instrument for and in the name and behalf of said company, and further stated and acknowledged that he had so signed, executed and delivered said instrument for the consideration, uses and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 26th day of October, 2020.

My Commission Expires:

03-19-2024

Notary Public



Exhibit A
Legal Description

Tract I:

Part of the Southeast Quarter (SE1/4) of the Southeast Quarter (SE1/4) of Section 32, Township 6 South, Range 9 West of the 5th P.M., more particularly described as follows:

Commencing at the Southeast corner of said Southeast Quarter (SE1/4) of the Southeast Quarter (SE1/4), thence South 89 degrees 21 minutes 18 seconds West 40.00 feet to the point of beginning; thence North 00 degrees 42 minutes 17 seconds West 340.00 feet; thence South 89 degrees 26 minutes 11 seconds West 440.00 feet; thence South 00 degrees 42 minutes 18 seconds East 340.00 feet to the South line of said Southeast Quarter (SE1/4) of the Southeast Quarter (SE1/4); thence North 89 degrees 34 minutes 26 seconds East 164.54 feet along said South line; thence North 89 degrees 21 minutes 18 seconds East 275.46 feet along said South line to the point of beginning.

Tract II:

Commence at the Southeast corner of said Southeast Quarter (SE1/4) of the Southeast Quarter (SE1/4) of Section 32, Township 6 South, Range 9 West, thence South 89 degrees 20 minutes 45 seconds West along the South line of said Section 315.46 feet to the Northwest corner of Section 4, Township 7 South, Range 9 West, thence South 89 degrees 30 minutes 15 seconds West along said Section 32 South line 164.51 feet to the point of beginning; thence South 89 degrees 30 minutes 15 seconds West along said Section 32 South line 100.00 feet; thence North 00 degrees 46 minutes 10 seconds West 389.77 feet; thence North 89 degrees 22 minutes 10 seconds East 540.00 feet to the West right of way line of Hazel Street; thence South 00 degrees 45 minutes 55 seconds East along said West right of way line 50.00 feet; thence South 89 degrees 22 minutes 10 seconds West 440.00 feet; thence South 00 degrees 46 minutes 15 seconds East 340.00 feet to the point of beginning.



STATE OF ARKANSAS
DEPARTMENT OF FINANCE AND ADMINISTRATION
MISCELLANEOUS TAX SECTION
P.O. BOX 896, LITTLE ROCK, AR 72203-0896

BOOK 1043 PAGE 194

Real Estate Transfer Tax Stamp

Proof of Tax Paid



File Number: JTC20-7185

Grantee: MARK MACHLIS AND LADY MIRA BLUE MACHLIS
Mailing Address: C/O MIF1, LLC 111 S. MAIN ST. STE 2200
SALT LAKE CITY UT 841110000

Grantor: ADP-MILLCREEK 3, LLC
Mailing Address: 111 S. MAIN ST. STE 2200
SALT LAKE CITY UT 841110000

Property Purchase Price: \$55,000.00
Tax Amount: \$181.50
County: JEFFERSON
Date Issued: 10/28/2020
Stamp ID: 125880320



I HEREBY CERTIFY THAT THIS INSTRUMENT
WAS FILED AND RECORDED ON THE 28th
DAY OF October 2020 AT 9:23
BOOK NO 1043 PAGE 191

BARBARA COLLINS
JEFFERSON COUNTY, ARKANSAS

BY D. Regina White *cc*

I certify under penalty of false swearing that documentary stamps or a documentary symbol in the legally correct amount has been placed on this instrument

Grantee or Agent Name (printed): Hannah Morgan

Grantee or Agent Name (signature): Hannah Morgan Date: 10.28.2020

Address: C/O MIF1, LLC 111 S. Main St. Suite 2200

City/State/Zip: Salt Lake City, UT 84111

FILED FOR RECORD
AT 12:03 O'CLOCK P M

MAR - 4 2021
Barbara Collins
BARBARA COLLINS, CIRCUIT CLERK
JEFFERSON COUNTY, ARKANSAS

JTC-20-7283

WARRANTY DEED
(Limited Liability Company)

30⁰⁰

KNOW ALL MEN BY THESE PRESENTS:

THAT **ADP-MILLCREEK 3, LLC**, a Utah limited liability company (hereinafter "Grantor"), by and through its authorized Manager, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration in hand paid by **STEVEN SCHWARTZ AND MARK MACHLIS**, as to a 3.370% interest as a tenant in common (herein "Grantee"), the receipt of which is hereby acknowledged, does hereby grant, bargain, sell, and convey unto said **STEVEN SCHWARTZ AND MARK MACHLIS**, as to a 3.370% interest as a tenant in common, and unto Grantee's successors and assigns forever, the following described land, situate in the County of Jefferson and State of Arkansas, to-wit:

See Exhibit "A" attached hereto and made a part hereof

SUBJECT TO recorded instruments, covenants, rights of way, easements, and all prior mineral reservations and oil and gas leases, if any.

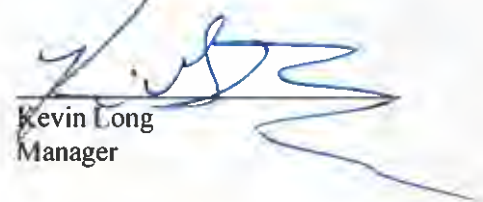
TO HAVE AND TO HOLD the same unto the said Grantee and unto Grantee's successors and assigns forever, with all tenements, appurtenances, and hereditaments thereunto belonging.

AND Grantor hereby covenants with said Grantee that Grantor is lawfully seized of said lands, that the same is unencumbered, and that Grantor will forever warrant and defend the title to the said lands against all claims whatsoever.

IN TESTIMONY WHEREOF, the name of the Grantor is hereunto affixed by its authorized Manager, this 23 day of February, 2021.

MAIL TAX STATEMENTS TO:
c/o MILLROCK INVESTMENT FUND 1, LLC
111 S. MAIN ST, STE. 2200
Salt Lake City, UT 84111

ADP-MILLCREEK 3, LLC
By: MILLROCK INVESTMENT FUND 1, LLC,
a Utah limited liability company, its Member

By: 
Name: Kevin Long
Title: Manager

ACKNOWLEDGEMENT

STATE OF: UTAH }
 } ss:
COUNTY OF: Utah }

On this day, before undersigned, a Notary Public, duly commissioned, qualified and acting, within and for the said County and State, appeared in person the within named Kevin Long to me personally known, who stated that he was the authorized Manager of MILLROCK INVESTMENT FUND 1, LLC, a Utah limited liability company, the Member of ADP-MILLCREEK 3, LLC, a Utah limited liability company, and was duly authorized in said capacity to execute the foregoing instrument for and in the name and behalf of said company, and further stated and acknowledged that he had so signed, executed and delivered said instrument for the consideration, uses and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 23 day of February, 2021.

My Commission Expires:
4/5/2022



Notary Public



Exhibit A
Legal Description

Tract I:

Part of the Southeast Quarter (SE1/4) of the Southeast Quarter (SE1/4) of Section 32, Township 6 South, Range 9 West of the 5th P.M., more particularly described as follows:

Commencing at the Southeast corner of said Southeast Quarter (SE1/4) of the Southeast Quarter (SE1/4), thence South 89 degrees 21 minutes 18 seconds West 40.00 feet to the point of beginning; thence North 00 degrees 42 minutes 17 seconds West 340.00 feet; thence South 89 degrees 26 minutes 11 seconds West 440.00 feet; thence South 00 degrees 42 minutes 18 seconds East 340.00 feet to the South line of said Southeast Quarter (SE1/4) of the Southeast Quarter (SE1/4); thence North 89 degrees 34 minutes 26 seconds East 164.54 feet along said South line; thence North 89 degrees 21 minutes 18 seconds East 275.46 feet along said South line to the point of beginning.

Tract II:

Commence at the Southeast corner of said Southeast Quarter (SE1/4) of the Southeast Quarter (SE1/4) of Section 32, Township 6 South, Range 9 West, thence South 89 degrees 20 minutes 45 seconds West along the South line of said Section 315.46 feet to the Northwest corner of Section 4, Township 7 South, Range 9 West, thence South 89 degrees 30 minutes 15 seconds West along said Section 32 South line 164.51 feet to the point of beginning; thence South 89 degrees 30 minutes 15 seconds West along said Section 32 South line 100.00 feet; thence North 00 degrees 46 minutes 10 seconds West 389.77 feet; thence North 89 degrees 22 minutes 10 seconds East 540.00 feet to the West right of way line of Hazel Street; thence South 00 degrees 45 minutes 55 seconds East along said West right of way line 50.00 feet; thence South 89 degrees 22 minutes 10 seconds West 440.00 feet; thence South 00 degrees 46 minutes 15 seconds East 340.00 feet to the point of beginning.



STATE OF ARKANSAS
 DEPARTMENT OF FINANCE AND ADMINISTRATION
 MISCELLANEOUS TAX SECTION
 P.O. BOX 896, LITTLE ROCK, AR 72203-0896

BOOK 1049 PAGE 102

Real Estate Transfer Tax Stamp
 Proof of Tax Paid



File Number: JTC20-7283

Grantee: STEVEN SCHWARTZ AND MARK MACHLIS
Mailing Address: C/O MIF1, LLC 111 S. MAIN ST. STE 2200
 SALT LAKE CITY UT 841110000

Grantor: ADP-MILLCREEK 3, LLC
Mailing Address: 111 S. MAIN ST. STE 2200
 SALT LAKE CITY UT 841110000

Property Purchase Price: \$441,716.14
Tax Amount: \$1,458.60

County: JEFFERSON
Date Issued: 03/04/2021
Stamp ID: 1736321024



I HEREBY CERTIFY THAT THIS INSTRUMENT
 WAS FILED AND RECORDED ON THE 4th
 DAY OF March 2021 AT 12:03
 BOOK NO. 1049 PAGE 99

BARBARA COLLINS
 JEFFERSON COUNTY, ARKANSAS

BY Barbara Collins DC

I certify under penalty of false swearing that documentary stamps or a documentary symbol in the legally correct amount has been placed on this instrument

Grantee or Agent Name (printed): Hannah Morgan
 Grantee or Agent Name (signature): Hannah Morgan Date: 3.4.21
 Address: C/O MIF1 LLC 111 S Main St, Ste 2200
 City/State/Zip: Salt Lake City, UT 84111

FILED FOR RECORD
AT 3:27 O'CLOCK P M

SEP 3 2020

LAFAYETTE WOODS, SR., CIRCUIT CLERK
JEFFERSON COUNTY, ARKANSAS

30

JTC-20-7093

WARRANTY DEED

(Limited Liability Company)

KNOW ALL MEN BY THESE PRESENTS:

THAT ADP-MILLCREEK 3, LLC, a Utah limited liability company (hereinafter "Grantor"), by and through its authorized Manager, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration in hand paid by MARK MACHLIS AND LADY MIRA BLUE MACHLIS, as to a 6.679% interest as a tenant in common (herein "Grantee"), the receipt of which is hereby acknowledged, does hereby grant, bargain, sell, and convey unto said MARK MACHLIS AND LADY MIRA BLUE MACHLIS, as to a 6.679% interest as a tenant in common, and unto Grantee's successors and assigns forever, the following described land, situate in the County of Jefferson and State of Arkansas, to-wit:

See Exhibit "A" attached hereto and made a part hereof

SUBJECT TO recorded instruments, covenants, rights of way, easements, and all prior mineral reservations and oil and gas leases, if any.

TO HAVE AND TO HOLD the same unto the said Grantee and unto Grantee's successors and assigns forever, with all tenements, appurtenances, and hereditaments thereunto belonging.

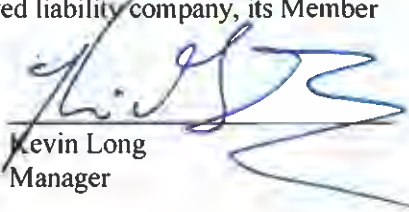
AND Grantor hereby covenants with said Grantee that Grantor is lawfully seized of said lands, that the same is unencumbered, and that Grantor will forever warrant and defend the title to the said lands against all claims whatsoever.

IN TESTIMONY WHEREOF, the name of the Grantor is hereunto affixed by its authorized Manager, this 2 day of September, 2020.

MAIL TAX STATEMENTS TO:
c/o MILLROCK INVESTMENT FUND 1, LLC
111 S. MAIN ST, STE. 2200
Salt Lake City, UT 84111

ADP-MILLCREEK 3, LLC

By: MILLROCK INVESTMENT FUND 1, LLC,
a Utah limited liability company, its Member

By: 
Name: Kevin Long
Title: Manager

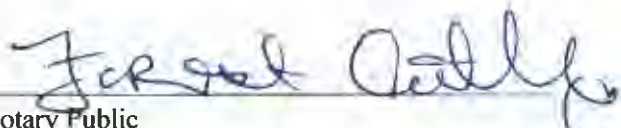
ACKNOWLEDGEMENT

STATE OF: UTAH }
 }
COUNTY OF: Utah } ss:
 }

On this day, before undersigned, a Notary Public, duly commissioned, qualified and acting, within and for the said County and State, appeared in person the within named Kevin Long to me personally known, who stated that he was the authorized Manager of MILLROCK INVESTMENT FUND 1, LLC, a Utah limited liability company, the Member of ADP-MILLCREEK 3, LLC, a Utah limited liability company, and was duly authorized in said capacity to execute the foregoing instrument for and in the name and behalf of said company, and further stated and acknowledged that he had so signed, executed and delivered said instrument for the consideration, uses and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 2 day of September, 2020.

My Commission Expires:
4/5/2022



Notary Public



Exhibit A
Legal Description

Tract I:

Part of the Southeast Quarter (SE1/4) of the Southeast Quarter (SE1/4) of Section 32, Township 6 South, Range 9 West of the 5th P.M., more particularly described as follows:

Commencing at the Southeast corner of said Southeast Quarter (SE1/4) of the Southeast Quarter (SE1/4), thence South 89 degrees 21 minutes 18 seconds West 40.00 feet to the point of beginning; thence North 00 degrees 42 minutes 17 seconds West 340.00 feet; thence South 89 degrees 26 minutes 11 seconds West 440.00 feet; thence South 00 degrees 42 minutes 18 seconds East 340.00 feet to the South line of said Southeast Quarter (SE1/4) of the Southeast Quarter (SE1/4); thence North 89 degrees 34 minutes 26 seconds East 164.54 feet along said South line; thence North 89 degrees 21 minutes 18 seconds East 275.46 feet along said South line to the point of beginning.

Tract II:

Commence at the Southeast corner of said Southeast Quarter (SE1/4) of the Southeast Quarter (SE1/4) of Section 32, Township 6 South, Range 9 West, thence South 89 degrees 20 minutes 45 seconds West along the South line of said Section 315.46 feet to the Northwest corner of Section 4, Township 7 South, Range 9 West, thence South 89 degrees 30 minutes 15 seconds West along said Section 32 South line 164.51 feet to the point of beginning; thence South 89 degrees 30 minutes 15 seconds West along said Section 32 South line 100.00 feet; thence North 00 degrees 46 minutes 10 seconds West 389.77 feet; thence North 89 degrees 22 minutes 10 seconds East 540.00 feet to the West right of way line of Hazel Street; thence South 00 degrees 45 minutes 55 seconds East along said West right of way line 50.00 feet; thence South 89 degrees 22 minutes 10 seconds West 440.00 feet; thence South 00 degrees 46 minutes 15 seconds East 340.00 feet to the point of beginning.



STATE OF ARKANSAS
DEPARTMENT OF FINANCE AND ADMINISTRATION
MISCELLANEOUS TAX SECTION
P.O. BOX 896, LITTLE ROCK, AR 72203-0896

BOOK 1040 PAGE 314

Real Estate Transfer Tax Stamp

Proof of Tax Paid



File Number: JTC20-7093

Grantee: MARK MACHLIS AND LADY MIRA BLUE MACHLIS
Mailing Address: C/O MIF1, LLC, 111 S. MAIN ST., STE 2200
SALT LAKE CITY UT 841110000

Grantor: ADP-MILLCREEK 3, LLC
Mailing Address: 111 S. MAIN ST., STE 2200
SALT LAKE CITY UT 841110000

Property Purchase Price: \$829,906.33
Tax Amount: \$2,739.00

County: JEFFERSON
Date Issued: 09/03/2020
Stamp ID: 179587072



I HEREBY CERTIFY THAT THIS INSTRUMENT
WAS FILED AND RECORDED ON THE 3
DAY OF September 2020 AT 3:27
BOOK NO 1040 PAGE 308

LAFAYETTE WOODS, SR.
JEFFERSON COUNTY, ARKANSAS

BY [Signature] DC

I certify under penalty of false swearing that documentary stamps or a documentary symbol in the legally correct amount has been placed on this instrument

Grantee or Agent Name (printed): Hannah Morgan
Grantee or Agent Name (signature): [Signature] Date: 9.3.2020
Address: C/O MIF1, LLC, 111 S. Main St Ste 2200
City/State/Zip: Salt Lake City, UT 84111



BOOK 1056 PAGE 440
FILED FOR RECORD
AT 2:24 O'CLOCK P M

JUL 16 2021
Barbara Collins
BARBARA COLLINS, CIRCUIT CLERK
JEFFERSON COUNTY, ARKANSAS
3000

JTC-21-7439

WARRANTY DEED (Limited Liability Company)

KNOW ALL MEN BY THESE PRESENTS:

THAT ADP-MILLCREEK 3, LLC, a Utah limited liability company (hereinafter "Grantor"), by and through its authorized Manager, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration in hand paid by **ROBERT MARKLE AND BETTY MARKLE**, as to a 1.2830% interest as a tenant in common (herein "Grantee"), the receipt of which is hereby acknowledged, does hereby grant, bargain, sell, and convey unto said **ROBERT MARKLE AND BETTY MARKLE**, as to a 1.2830% interest as a tenant in common, and unto Grantee's successors and assigns forever, the following described land, situate in the County of Jefferson and State of Arkansas, to-wit:

See Exhibit "A" attached hereto and made a part hereof

SUBJECT TO recorded instruments, covenants, rights of way, easements, and all prior mineral reservations and oil and gas leases, if any.

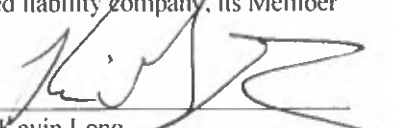
TO HAVE AND TO HOLD the same unto the said Grantee and unto Grantee's successors and assigns forever, with all tenements, appurtenances, and hereditaments thereunto belonging.

AND Grantor hereby covenants with said Grantee that Grantor is lawfully seized of said lands, that the same is unencumbered, and that Grantor will forever warrant and defend the title to the said lands against all claims whatsoever.

IN TESTIMONY WHEREOF, the name of the Grantor is hereunto affixed by its authorized Manager.
this 2nd day of July, 2021.

MAIL TAX STATEMENTS TO:
c/o MILLROCK INVESTMENT FUND 1, LLC
111 S. MAIN ST. STE. 2200
Salt Lake City, UT 84111

ADP-MILLCREEK 3, LLC
By: MILLROCK INVESTMENT FUND 1, LLC,
a Utah limited liability company, its Member

By: 
Name: Kevin Long
Title: Manager

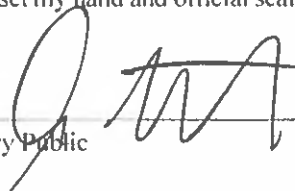
ACKNOWLEDGEMENT

STATE OF: UTAH }
 } ss:
COUNTY OF: UTAH }

On this day, before undersigned, a Notary Public, duly commissioned, qualified and acting, within and for the said County and State, appeared in person the within named Kevin Long to me personally known, who stated that he was the authorized Manager of MILLROCK INVESTMENT FUND 1, LLC, a Utah limited liability company, the Member of ADP-MILLCREEK 3, LLC, a Utah limited liability company, and was duly authorized in said capacity to execute the foregoing instrument for and in the name and behalf of said company, and further stated and acknowledged that he had so signed, executed and delivered said instrument for the consideration, uses and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 2nd day of July, 2021.

My Commission Expires:
03-19-2024


Notary Public

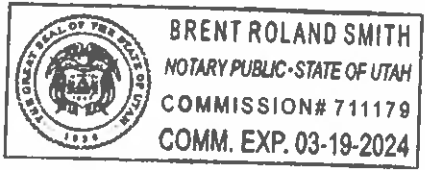


Exhibit A
Legal Description

Tract I:

Part of the Southeast Quarter (SE1/4) of the Southeast Quarter (SE1/4) of Section 32, Township 6 South, Range 9 West of the 5th P.M., more particularly described as follows:

Commencing at the Southeast corner of said Southeast Quarter (SE1/4) of the Southeast Quarter (SE1/4), thence South 89 degrees 21 minutes 18 seconds West 40.00 feet to the point of beginning; thence North 00 degrees 42 minutes 17 seconds West 340.00 feet; thence South 89 degrees 26 minutes 11 seconds West 440.00 feet; thence South 00 degrees 42 minutes 18 seconds East 340.00 feet to the South line of said Southeast Quarter (SE1/4) of the Southeast Quarter (SE1/4); thence North 89 degrees 34 minutes 26 seconds East 164.54 feet along said South line; thence North 89 degrees 21 minutes 18 seconds East 275.46 feet along said South line to the point of beginning.

Tract II:

Commence at the Southeast corner of said Southeast Quarter (SE1/4) of the Southeast Quarter (SE1/4) of Section 32, Township 6 South, Range 9 West, thence South 89 degrees 20 minutes 45 seconds West along the South line of said Section 315.46 feet to the Northwest corner of Section 4, Township 7 South, Range 9 West, thence South 89 degrees 30 minutes 15 seconds West along said Section 32 South line 164.51 feet to the point of beginning; thence South 89 degrees 30 minutes 15 seconds West along said Section 32 South line 100.00 feet; thence North 00 degrees 46 minutes 10 seconds West 389.77 feet; thence North 89 degrees 22 minutes 10 seconds East 540.00 feet to the West right of way line of Hazel Street; thence South 00 degrees 45 minutes 55 seconds East along said West right of way line 50.00 feet; thence South 89 degrees 22 minutes 10 seconds West 440.00 feet; thence South 00 degrees 46 minutes 15 seconds East 340.00 feet to the point of beginning.



STATE OF ARKANSAS
 DEPARTMENT OF FINANCE AND ADMINISTRATION
 MISCELLANEOUS TAX SECTION
 P.O. BOX 896, LITTLE ROCK, AR 72203-0896

1056 RE 443

Real Estate Transfer Tax Stamp

Proof of Tax Paid



File Number: JTC-21-7439

Grantee: ROBERT MARKLE AND BETTY MARKLE
Mailing Address: 5667 PINE ROAD
 THOMASVILLE PA 173640000

Grantor: ADP-MILLCREEK 3, LLC
Mailing Address: 111 MAIN SUITE 2200
 SALT LAKE CITY UT 841110000

Property Purchase Price: \$168,236.03
Tax Amount: \$557.70

County: JEFFERSON
Date Issued: 07/16/2021
Stamp ID: 726116352



I HEREBY CERTIFY THAT THIS INSTRUMENT
 WAS FILED AND RECORDED ON THE 16
 DAY OF July 2021 AT 2:24
 BOOK NO 1056 PAGE 440

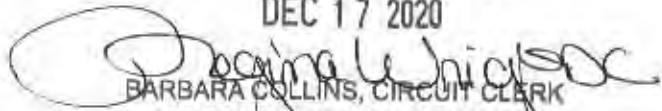
BY Barbara Collins DC
BARBARA COLLINS
 JEFFERSON COUNTY, ARKANSAS

I certify under penalty of false swearing that documentary stamps or a documentary symbol in the legally correct amount has been placed on this instrument

Grantee or Agent Name (printed): Ashley Beatty, agent
 Grantee or Agent Name (signature): Ashley Beatty, agent Date: 7/16/2021
 Address: 5667 Pine Road
 City/State/Zip: Thomasville, PA 17364

FILED FOR RECORD
AT 12:44 O'CLOCK P M

DEC 17 2020


BARBARA COLLINS, CIRCUIT CLERK
JEFFERSON COUNTY, ARKANSAS

30⁰⁰

WARRANTY DEED
(Limited Liability Company)

KNOW ALL MEN BY THESE PRESENTS:

THAT **ADP-MILLCREEK 3, LLC**, a Utah limited liability company (hereinafter "Grantor"), by and through its authorized Manager, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration in hand paid by **ONEIDA MCMANN**, as to a 0.985% interest as a tenant in common (herein "Grantee"), the receipt of which is hereby acknowledged, does hereby grant, bargain, sell, and convey unto said **ONEIDA MCMANN**, as to a 0.985% interest as a tenant in common, and unto Grantee's successors and assigns forever, the following described land, situate in the County of Jefferson and State of Arkansas, to-wit:

See Exhibit "A" attached hereto and made a part hereof

SUBJECT TO recorded instruments, covenants, rights of way, easements, and all prior mineral reservations and oil and gas leases, if any.

TO HAVE AND TO HOLD the same unto the said Grantee and unto Grantee's successors and assigns forever, with all tenements, appurtenances, and hereditaments thereunto belonging.

AND Grantor hereby covenants with said Grantee that Grantor is lawfully seized of said lands, that the same is unencumbered, and that Grantor will forever warrant and defend the title to the said lands against all claims whatsoever.

IN TESTIMONY WHEREOF, the name of the Grantor is hereunto affixed by its authorized Manager, this 14th day of December, 2020.

MAIL TAX STATEMENTS TO:
c/o MILLROCK INVESTMENT FUND 1, LLC
111 S. MAIN ST, STE. 2200
Salt Lake City, UT 84111

ADP-MILLCREEK 3, LLC

By: MILLROCK INVESTMENT FUND 1, LLC,
a Utah limited liability company, its Member

By: [Signature]
Name: Kevin Long
Title: Manager

ACKNOWLEDGEMENT

STATE OF: UTAH

}
}
} ss:
}

COUNTY OF: UTAH

On this day, before undersigned, a Notary Public, duly commissioned, qualified and acting, within and for the said County and State, appeared in person the within named Kevin Long to me personally known, who stated that he was the authorized Manager of MILLROCK INVESTMENT FUND 1, LLC, a Utah limited liability company, the Member of ADP-MILLCREEK 3, LLC, a Utah limited liability company, and was duly authorized in said capacity to execute the foregoing instrument for and in the name and behalf of said company, and further stated and acknowledged that he had so signed, executed and delivered said instrument for the consideration, uses and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 14th day of December, 2020.

My Commission Expires:

03-19-2024

[Signature]
Notary Public



Exhibit A
Legal Description

Tract I:

Part of the Southeast Quarter (SE1/4) of the Southeast Quarter (SE1/4) of Section 32, Township 6 South, Range 9 West of the 5th P.M., more particularly described as follows:

Commencing at the Southeast corner of said Southeast Quarter (SE1/4) of the Southeast Quarter (SE1/4), thence South 89 degrees 21 minutes 18 seconds West 40.00 feet to the point of beginning; thence North 00 degrees 42 minutes 17 seconds West 340.00 feet; thence South 89 degrees 26 minutes 11 seconds West 440.00 feet; thence South 00 degrees 42 minutes 18 seconds East 340.00 feet to the South line of said Southeast Quarter (SE1/4) of the Southeast Quarter (SE1/4); thence North 89 degrees 34 minutes 26 seconds East 164.54 feet along said South line; thence North 89 degrees 21 minutes 18 seconds East 275.46 feet along said South line to the point of beginning.

Tract II:

Commence at the Southeast corner of said Southeast Quarter (SE1/4) of the Southeast Quarter (SE1/4) of Section 32, Township 6 South, Range 9 West, thence South 89 degrees 20 minutes 45 seconds West along the South line of said Section 315.46 feet to the Northwest corner of Section 4, Township 7 South, Range 9 West, thence South 89 degrees 30 minutes 15 seconds West along said Section 32 South line 164.51 feet to the point of beginning; thence South 89 degrees 30 minutes 15 seconds West along said Section 32 South line 100.00 feet; thence North 00 degrees 46 minutes 10 seconds West 389.77 feet; thence North 89 degrees 22 minutes 10 seconds East 540.00 feet to the West right of way line of Hazel Street; thence South 00 degrees 45 minutes 55 seconds East along said West right of way line 50.00 feet; thence South 89 degrees 22 minutes 10 seconds West 440.00 feet; thence South 00 degrees 46 minutes 15 seconds East 340.00 feet to the point of beginning.



STATE OF ARKANSAS
DEPARTMENT OF FINANCE AND ADMINISTRATION
MISCELLANEOUS TAX SECTION
P.O. BOX 896, LITTLE ROCK, AR 72203-0896

BOOK 1045 PAGE 444

Real Estate Transfer Tax Stamp
Proof of Tax Paid



File Number: JTC20-7229

Grantee: ONEIDA MCMANN
Mailing Address: C/O MIF1, LLC 111 S. MAIN ST. STE 2200
SALT LAKE CITY UT 841110000

Grantor: ADP-MILLCREEK 3, LLC
Mailing Address: 111 S. MAIN ST. STE 2200
SALT LAKE CITY UT 841110000

Property Purchase Price: \$130,000.00
Tax Amount: \$429.00

County: JEFFERSON
Date Issued: 12/17/2020
Stamp ID: 1184352256



HEREBY CERTIFY THAT THIS INSTRUMENT
WAS FILED AND RECORDED ON THE 17th
DAY OF December 2020 AT 12:44
B. O. NO. 1045 PAGE 444

BARBARA COLLINS
JEFFERSON COUNTY, ARKANSAS

By Barbara Collins PC

I certify under penalty of false swearing that documentary stamps or a documentary symbol in the legally correct amount has been placed on this instrument

Grantee or Agent Name (printed): Hannah Morgan

Grantee or Agent Name (signature): Hannah Morgan Date: 12.17.2020

Address: C/O MIF1, LLC 111 S Main St Suite 2200

City/State/Zip: Salt Lake City, UT 84111

FILED FOR RECORD
AT 3:20 O'CLOCK P M

JUL 7 2020
Roland Pennington
LAFAYETTE WOODS, SR., CIRCUIT CLERK
JEFFERSON COUNTY, ARKANSAS
300

JFC-20-6581

WARRANTY DEED (Limited Liability Company)

KNOW ALL MEN BY THESE PRESENTS:

THAT **ADP-MILLCREEK 3, LLC**, a Utah limited liability company (hereinafter "Grantor"), by and through its authorized Manager, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration in hand paid by **THOMAS D. PETERSON AND BETH PETERSON**, as to a 0.61% interest as a tenant in common (herein "Grantee"), the receipt of which is hereby acknowledged, does hereby grant, bargain, sell, and convey unto said **THOMAS D. PETERSON AND BETH PETERSON**, as to a 0.61% interest as a tenant in common, and unto Grantee's successors and assigns forever, the following described land, situate in the County of Jefferson and State of Arkansas, to-wit:

See Exhibit "A" attached hereto and made a part hereof

SUBJECT TO recorded instruments, covenants, rights of way, easements, and all prior mineral reservations and oil and gas leases, if any.

TO HAVE AND TO HOLD the same unto the said Grantee and unto Grantee's successors and assigns forever, with all tenements, appurtenances, and hereditaments thereunto belonging.

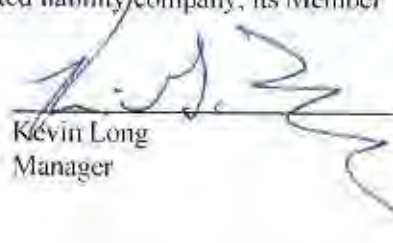
AND Grantor hereby covenants with said Grantee that Grantor is lawfully seized of said lands, that the same is unencumbered, and that Grantor will forever warrant and defend the title to the said lands against all claims whatsoever.

IN TESTIMONY WHEREOF, the name of the Grantor is hereunto affixed by its authorized Manager, this 2 day of July, 2020.

MAIL TAX STATEMENT'S TO:
c/o MILLROCK INVESTMENT FUND 1, LLC
111 S. MAIN ST, STE. 2200
Salt Lake City, UT 84111

ADP-MILLCREEK 3, LLC

By: MILLROCK INVESTMENT FUND 1, LLC,
a Utah limited liability company, its Member

By: 
Name: Kevin Long
Title: Manager

ACKNOWLEDGEMENT

STATE OF: UTAH

}
}
} ss:
}

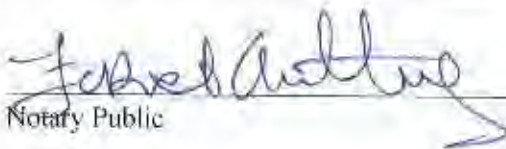
COUNTY OF: Utah

On this day, before undersigned, a Notary Public, duly commissioned, qualified and acting, within and for the said County and State, appeared in person the within named Kevin Long to me personally known, who stated that he was the authorized Manager of MILLROCK INVESTMENT FUND 1, LLC, a Utah limited liability company, the Member of ADP-MILLCREEK 3, LLC, a Utah limited liability company, and was duly authorized in said capacity to execute the foregoing instrument for and in the name and behalf of said company, and further stated and acknowledged that he had so signed, executed and delivered said instrument for the consideration, uses and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 2 day of July, 2020.

My Commission Expires:

4/5/2022


Notary Public

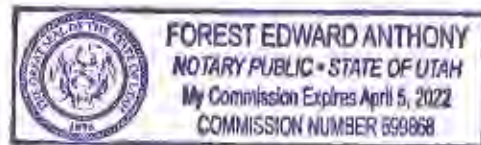


Exhibit A
Legal Description

Tract I:

Part of the Southeast Quarter (SE1/4) of the Southeast Quarter (SE1/4) of Section 32, Township 6 South, Range 9 West of the 5th P.M., more particularly described as follows:

Commencing at the Southeast corner of said Southeast Quarter (SE1/4) of the Southeast Quarter (SE1/4), thence South 89 degrees 21 minutes 18 seconds West 30.00 feet to the point of beginning; thence North 00 degrees 42 minutes 17 seconds West 340.00 feet, thence South 89 degrees 26 minutes 11 seconds West 440.00 feet; thence South 00 degrees 42 minutes 18 seconds East 340.00 feet to the South line of said Southeast Quarter (SE1/4) of the Southeast Quarter (SE1/4); thence North 89 degrees 34 minutes 26 seconds East 164.51 feet along said South line; thence North 89 degrees 21 minutes 18 seconds East 275.46 feet along said South line to the point of beginning.

Tract II:

Commenced at the Southeast corner of said Southeast Quarter (SE1/4) of the Southeast Quarter (SE1/4) of Section 32, Township 6 South, Range 9 West, thence South 89 degrees 20 minutes 45 seconds West along the South line of said Section 315.46 feet to the Northwest corner of Section 4, Township 7 South, Range 9 West, thence South 89 degrees 30 minutes 15 seconds West along said Section 32 South line 164.51 feet to the point of beginning; thence South 89 degrees 30 minutes 15 seconds West along said Section 32 South line 100.00 feet; thence North 00 degrees 46 minutes 10 seconds West 389.77 feet; thence North 89 degrees 22 minutes 10 seconds East 540.00 feet to the West right of way line of Hazel Street, thence South 00 degrees 45 minutes 55 seconds East along said West right of way line 50.00 feet; thence South 89 degrees 22 minutes 10 seconds West 440.00 feet; thence South 00 degrees 46 minutes 15 seconds East 340.00 feet to the point of beginning.



STATE OF ARKANSAS
 DEPARTMENT OF FINANCE AND ADMINISTRATION
 MISCELLANEOUS TAX SECTION
 P.O. BOX 896, LITTLE ROCK, AR 72203-0896

BOOK 1037 PAGE 282

Real Estate Transfer Tax Stamp
 Proof of Tax Paid



File Number: JTC-20-6991

Grantee: THOMAS D. PETERSON AND BETH PETERSON
Mailing Address: C/O MIF1, LLC, 111 S. MAIN ST., STE 2200
 SALT LAKE CITY UT 841110000

Grantor: ADP-MILLCREEK
Mailing Address: 111 S. MAIN ST., STE 2200
 SALT LAKE CITY UT 841110000

Property Purchase Price: \$80,000.00
Tax Amount: \$264.00
County: JEFFERSON
Date Issued: 07/07/2020
Stamp ID: 1080567808



I HEREBY CERTIFY THAT THIS INSTRUMENT
 WAS FILED AND RECORDED ON THE 7
 DAY OF July 2020 AT 3.20
 BOOK NO. 1037 PAGE 279

LAFAYETTE WOODS, SR.
 JEFFERSON COUNTY, ARKANSAS

BY [Signature] DC

I certify under penalty of false swearing that documentary stamps or a documentary symbol in the legally correct amount has been placed on this instrument

Grantee or Agent Name (printed): Hannah Morgan

Grantee or Agent Name (signature): Hannah Morgan Date: 7.7.2020

Address: 111 S. Main St. Ste 2200

City/State/Zip: Salt Lake City, UT 84111

FILED FOR RECORD
AT 8:33 O'CLOCK 9 M

MAY - 1 2020

LAFAYETTE WOODS, SR., CIRCUIT CLERK
JEFFERSON COUNTY, ARKANSAS

Donna Dillard #30

This instrument is being re-recorded to correct the vested percentage interest to 1.356%

WARRANTY DEED

JTC-20-6904

(Limited Liability Company)

KNOW ALL MEN BY THESE PRESENTS:

THAT ADP-MILLCREEK 3, LLC, a Utah limited liability company (hereinafter "Grantor"), by and through its authorized Manager, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration in hand paid by THOMAS D. PETERSON AND BETH PETERSON, as to a ~~1.35%~~ ^{1.356%} interest as a tenant in common (herein "Grantee"), the receipt of which is hereby acknowledged, does hereby grant, bargain, sell, and convey unto said THOMAS D. PETERSON AND BETH PETERSON, as to a ~~1.35%~~ ^{1.356%} interest as a tenant in common, and unto Grantee's successors and assigns forever, the following described land, situate in the County of Jefferson and State of Arkansas, to-wit:

See Exhibit "A" attached hereto and made a part hereof

SUBJECT TO recorded instruments, covenants, rights of way, easements, and all prior mineral reservations and oil and gas leases, if any.

TO HAVE AND TO HOLD the same unto the said Grantee and unto Grantee's successors and assigns forever, with all tenements, appurtenances, and hereditaments thereunto belonging.

AND Grantor hereby covenants with said Grantee that Grantor is lawfully seized of said lands, that the same is unencumbered, and that Grantor will forever warrant and defend the title to the said lands against all claims whatsoever.

IN TESTIMONY WHEREOF, the name of the Grantor is hereunto affixed by its authorized Manager, this 28 day of April, 2020.

MAIL TAX STATEMENTS TO:
c/o MILLROCK INVESTMENT FUND 1, LLC
111 S. MAIN ST, STE. 2200
Salt Lake City, UT 84111

ADP-MILLCREEK 3, LLC

By: MILLROCK INVESTMENT FUND 1, LLC,
a Utah limited liability company, its Member

By: 
Name: Kevin Long
Title: Manager

ACKNOWLEDGEMENT

STATE OF: UTAH }
 } ss:
COUNTY OF: Utah }

On this day, before undersigned, a Notary Public, duly commissioned, qualified and acting, within and for the said County and State, appeared in person the within named Kevin Long to me personally known, who stated that he was the authorized Manager of MILLROCK INVESTMENT FUND 1, LLC, a Utah limited liability company, the Member of ADP-MILLCREEK 3, LLC, a Utah limited liability company, and was duly authorized in said capacity to execute the foregoing instrument for and in the name and behalf of said company, and further stated and acknowledged that he had so signed, executed and delivered said instrument for the consideration, uses and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 28 day of April, 2020.

My Commission Expires:
4/5/2022

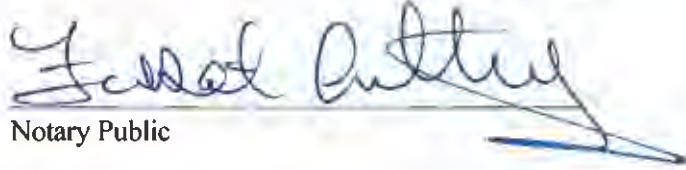

Notary Public



Exhibit A
Legal Description

Tract I:

Part of the Southeast Quarter (SE1/4) of the Southeast Quarter (SE1/4) of Section 32, Township 6 South, Range 9 West of the 5th P.M., more particularly described as follows:

Commencing at the Southeast corner of said Southeast Quarter (SE1/4) of the Southeast Quarter (SE1/4), thence South 89 degrees 21 minutes 18 seconds West 40.00 feet to the point of beginning; thence North 00 degrees 42 minutes 17 seconds West 340.00 feet; thence South 89 degrees 26 minutes 11 seconds West 440.00 feet; thence South 00 degrees 42 minutes 18 seconds East 340.00 feet to the South line of said Southeast Quarter (SE1/4) of the Southeast Quarter (SE1/4); thence North 89 degrees 34 minutes 26 seconds East 164.54 feet along said South line; thence North 89 degrees 21 minutes 18 seconds East 275.46 feet along said South line to the point of beginning.

Tract II:

Commence at the Southeast corner of said Southeast Quarter (SE1/4) of the Southeast Quarter (SE1/4) of Section 32, Township 6 South, Range 9 West, thence South 89 degrees 20 minutes 45 seconds West along the South line of said Section 315.46 feet to the Northwest corner of Section 4, Township 7 South, Range 9 West, thence South 89 degrees 30 minutes 15 seconds West along said Section 32 South line 164.51 feet to the point of beginning; thence South 89 degrees 30 minutes 15 seconds West along said Section 32 South line 100.00 feet; thence North 00 degrees 46 minutes 10 seconds West 389.77 feet; thence North 89 degrees 22 minutes 10 seconds East 540.00 feet to the West right of way line of Hazel Street; thence South 00 degrees 45 minutes 55 seconds East along said West right of way line 50.00 feet; thence South 89 degrees 22 minutes 10 seconds West 440.00 feet; thence South 00 degrees 46 minutes 15 seconds East 340.00 feet to the point of beginning.

FILED FOR RECORD
AT 11:57 O'CLOCK a M

MAR - 4 2021

[Signature]
BARBARA GOLLINS, CIRCUIT CLERK
JEFFERSON COUNTY, ARKANSAS 30.00

JTC-20-7277

WARRANTY DEED
(Limited Liability Company)

KNOW ALL MEN BY THESE PRESENTS:

THAT **ADP-MILLCREEK 3, LLC**, a Utah limited liability company (hereinafter "Grantor"), by and through its authorized Manager, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration in hand paid by **TIGHT LINES HOLDINGS, LLC**, a Utah limited liability company, as to a 0.786% interest as a tenant in common (herein "Grantee"), the receipt of which is hereby acknowledged, does hereby grant, bargain, sell, and convey unto said **TIGHT LINES HOLDINGS, LLC**, a Utah limited liability company, as to a 0.786% interest as a tenant in common, and unto Grantee's successors and assigns forever, the following described land, situate in the County of Jefferson and State of Arkansas, to-wit:

See Exhibit "A" attached hereto and made a part hereof

SUBJECT TO recorded instruments, covenants, rights of way, easements, and all prior mineral reservations and oil and gas leases, if any,

TO HAVE AND TO HOLD the same unto the said Grantee and unto Grantee's successors and assigns forever, with all tenements, appurtenances, and hereditaments thereunto belonging.


AND Grantor hereby covenants with said Grantee that Grantor is lawfully seized of said lands, that the same is unencumbered, and that Grantor will forever warrant and defend the title to the said lands against all claims whatsoever.

IN TESTIMONY WHEREOF, the name of the Grantor is hereunto affixed by its authorized Manager, this 23 day of February, 2021.

MAIL TAX STATEMENTS TO:
c/o MILLROCK INVESTMENT FUND 1, LLC
111 S. MAIN ST, STE. 2200
Salt Lake City, UT 84111

ADP-MILLCREEK 3, LLC

By: MILLROCK INVESTMENT FUND 1, LLC,
a Utah limited liability company, its Member

By: 
Name: Kevin Long
Title: Manager

ACKNOWLEDGEMENT

STATE OF: UTAH

COUNTY OF: Utah

}\
}\ ss:
}

On this day, before undersigned, a Notary Public, duly commissioned, qualified and acting, within and for the said County and State, appeared in person the within named Kevin Long to me personally known, who stated that he was the authorized Manager of MILLROCK INVESTMENT FUND 1, LLC, a Utah limited liability company, the Member of ADP-MILLCREEK 3, LLC, a Utah limited liability company, and was duly authorized in said capacity to execute the foregoing instrument for and in the name and behalf of said company, and further stated and acknowledged that he had so signed, executed and delivered said instrument for the consideration, uses and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 23 day of February, 2021.

My Commission Expires:

4/5/2022

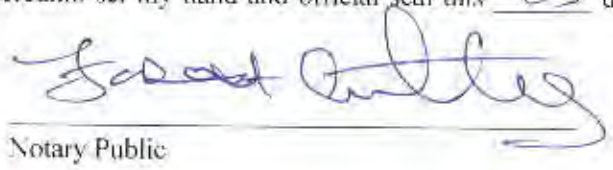

Notary Public



Exhibit A
Legal Description

Traet I:

Part of the Southeast Quarter (SE1/4) of the Southeast Quarter (SE1/4) of Section 32, Township 6 South, Range 9 West of the 5th P.M., more particularly described as follows:

Commencing at the Southeast corner of said Southeast Quarter (SE1/4) of the Southeast Quarter (SE1/4), thence South 89 degrees 21 minutes 18 seconds West 40.00 feet to the point of beginning; thence North 00 degrees 42 minutes 17 seconds West 340.00 feet; thence South 89 degrees 26 minutes 11 seconds West 440.00 feet; thence South 00 degrees 42 minutes 18 seconds East 340.00 feet to the South line of said Southeast Quarter (SE1/4) of the Southeast Quarter (SE1/4); thence North 89 degrees 34 minutes 26 seconds East 164.54 feet along said South line; thence North 89 degrees 21 minutes 18 seconds East 275.46 feet along said South line to the point of beginning.

Traet II:

Commence at the Southeast corner of said Southeast Quarter (SE1/4) of the Southeast Quarter (SE1/4) of Section 32, Township 6 South, Range 9 West, thence South 89 degrees 20 minutes 45 seconds West along the South line of said Section 32 315.46 feet to the Northwest corner of Section 4, Township 7 South, Range 9 West, thence South 89 degrees 30 minutes 15 seconds West along said Section 32 South line 164.51 feet to the point of beginning; thence South 89 degrees 30 minutes 15 seconds West along said Section 32 South line 100.00 feet; thence North 00 degrees 46 minutes 10 seconds West 389.77 feet; thence North 89 degrees 22 minutes 10 seconds East 540.00 feet to the West right of way line of Hazel Street; thence South 00 degrees 45 minutes 55 seconds East along said West right of way line 50.00 feet; thence South 89 degrees 22 minutes 10 seconds West 440.00 feet; thence South 00 degrees 46 minutes 15 seconds East 340.00 feet to the point of beginning.



STATE OF ARKANSAS
 DEPARTMENT OF FINANCE AND ADMINISTRATION
 MISCELLANEOUS TAX SECTION
 P.O. BOX 896, LITTLE ROCK, AR 72203-0896

BOOK 1049 PAGE 078

Real Estate Transfer Tax Stamp

Proof of Tax Paid



File Number: JTC20-7277

Grantee: TIGHT LINES HOLDINGS, LLC
Mailing Address: C/O MIF1, LLC 111 S. MAIN ST. STE 2200
 SALT LAKE CITY UT 841110000

Grantor: ADP-MILLCREEK 3, LLC
Mailing Address: 111 S. MAIN ST. STE 2200
 SALT LAKE CITY UT 841110000

Property Purchase Price: \$103,000.00
Tax Amount: \$339.90

County: JEFFERSON
Date Issued: 03/04/2021
Stamp ID: 1229531136



I HEREBY CERTIFY THAT THIS INSTRUMENT
 WAS FILED AND RECORDED ON THE 4th
 DAY OF March 2021 AT 11:57
 BOOK NO. 1049 PAGE 75

BARBARA COLLINS
 CLERK OF THE CIRCUIT COURT

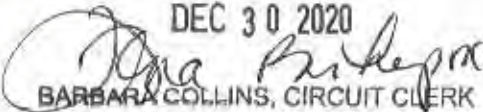
BY [Signature] DC

I certify under penalty of false swearing that documentary stamps or a documentary symbol in the legally correct amount has been placed on this instrument

Grantee or Agent Name (printed): Hannah Morgan
 Grantee or Agent Name (signature): [Signature] Date: 3/4/2021
 Address: C/O MIF1, LLC 111 S Main St, Ste 2200
 City/State/Zip: Salt Lake City, UT 84111

FILED FOR RECORD
AT 8:51 O'CLOCK A.M.

DEC 30 2020


BARBARA COLLINS, CIRCUIT CLERK
JEFFERSON COUNTY, ARKANSAS

30th

WARRANTY DEED (Limited Liability Company)

KNOW ALL MEN BY THESE PRESENTS:

THAT **ADP-MILLCREEK 3, LLC**, a Utah limited liability company (hereinafter "Grantor"), by and through its authorized Manager, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration in hand paid by **TRD PROPERTIES, INC.**, a New York corporation, as to a 5.340% interest as a tenant in common (herein "Grantee"), the receipt of which is hereby acknowledged, does hereby grant, bargain, sell, and convey unto said **TRD PROPERTIES, INC.**, a New York corporation, as to a 5.340% interest as a tenant in common, and unto Grantee's successors and assigns forever, the following described land, situate in the County of Jefferson and State of Arkansas, to-wit:

See Exhibit "A" attached hereto and made a part hereof

SUBJECT TO recorded instruments, covenants, rights of way, easements, and all prior mineral reservations and oil and gas leases, if any.

TO HAVE AND TO HOLD the same unto the said Grantee and unto Grantee's successors and assigns forever, with all tenements, appurtenances, and hereditaments thereunto belonging.

AND Grantor hereby covenants with said Grantee that Grantor is lawfully seized of said lands, that the same is unencumbered, and that Grantor will forever warrant and defend the title to the said lands against all claims whatsoever.

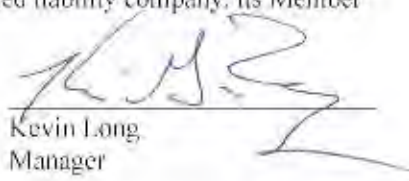
IN TESTIMONY WHEREOF, the name of the Grantor is hereunto affixed by its authorized Manager, this 28 day of December, 2020.

MAIL TAX STATEMENTS TO:
c/o MILLROCK INVESTMENT FUND I, LLC
111 S. MAIN ST, STE. 2200
Salt Lake City, UT 84111

ADP-MILLCREEK 3, LLC

By: MILLROCK INVESTMENT FUND I, LLC,
a Utah limited liability company, its Member

By:
Name: Kevin Long
Title: Manager



ACKNOWLEDGEMENT

STATE OF: UTAH }
 } ss:
COUNTY OF: Utah }

On this day, before undersigned, a Notary Public, duly commissioned, qualified and acting, within and for the said County and State, appeared in person the within named Kevin Long to me personally known, who stated that he was the authorized Manager of MILLROCK INVESTMENT FUND I, LLC, a Utah limited liability company, the Member of ADP-MILLCREEK 3, LLC, a Utah limited liability company, and was duly authorized in said capacity to execute the foregoing instrument for and in the name and behalf of said company, and further stated and acknowledged that he had so signed, executed and delivered said instrument for the consideration, uses and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 28 day of December, 2020.

My Commission Expires:

11-21-2024

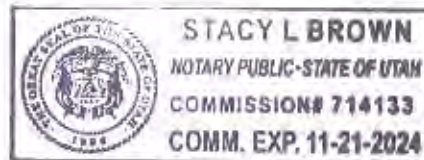

Notary Public

Exhibit A
Legal Description

Tract I:

Part of the Southeast Quarter (SE1/4) of the Southeast Quarter (SE1/4) of Section 32, Township 6 South, Range 9 West of the 5th P.M., more particularly described as follows:

Commencing at the Southeast corner of said Southeast Quarter (SE1/4) of the Southeast Quarter (SE1/4); thence South 89 degrees 21 minutes 18 seconds West 40.00 feet to the point of beginning; thence North 00 degrees 42 minutes 17 seconds West 340.00 feet; thence South 89 degrees 26 minutes 11 seconds West 440.00 feet; thence South 00 degrees 42 minutes 18 seconds East 340.00 feet to the South line of said Southeast Quarter (SE1/4) of the Southeast Quarter (SE1/4); thence North 89 degrees 34 minutes 26 seconds East 164.54 feet along said South line; thence North 89 degrees 21 minutes 18 seconds East 275.46 feet along said South line to the point of beginning.

Tract II:

Commence at the Southeast corner of said Southeast Quarter (SE1/4) of the Southeast Quarter (SE1/4) of Section 32, Township 6 South, Range 9 West, thence South 89 degrees 20 minutes 45 seconds West along the South line of said Section 315.46 feet to the Northwest corner of Section 4, Township 7 South, Range 9 West, thence South 89 degrees 30 minutes 15 seconds West along said Section 32 South line 164.51 feet to the point of beginning; thence South 89 degrees 30 minutes 15 seconds West along said Section 32 South line 100.00 feet; thence North 00 degrees 46 minutes 10 seconds West 389.77 feet; thence North 89 degrees 22 minutes 10 seconds East 540.00 feet to the West right of way line of Hazel Street; thence South 00 degrees 45 minutes 55 seconds East along said West right of way line 50.00 feet; thence South 89 degrees 22 minutes 10 seconds West 440.00 feet; thence South 00 degrees 46 minutes 15 seconds East 340.00 feet to the point of beginning.



STATE OF ARKANSAS
DEPARTMENT OF FINANCE AND ADMINISTRATION
MISCELLANEOUS TAX SECTION
P.O. BOX 896, LITTLE ROCK, AR 72203-0896

BOOK 1045 PAGE 742

Real Estate Transfer Tax Stamp
Proof of Tax Paid



File Number: JTC20-7230

Grantee: TRD PROPERTIES, INC
Mailing Address: C/O MIF1, LLC 111 S. MAIN ST. STE 2200
SALT LAKE CITY UT 841110000

Grantor: ADP-MILLCREEK 3, LLC
Mailing Address: 111 S. MAIN ST. STE 2200
SALT LAKE CITY UT 841110000

Property Purchase Price: \$679,611.65
Tax Amount: \$2,244.00

County: JEFFERSON
Date Issued: 12/30/2020
Stamp ID: 469772288



I HEREBY CERTIFY THAT THIS INSTRUMENT
WAS FILED AND RECORDED ON THE 30
DAY OF December 2020 AT 8:51
BOOK NO. 1045 PAGE 739

BARBARA COLLINS
JEFFERSON COUNTY, ARKANSAS

BY [Signature] DC

I certify under penalty of false swearing that documentary stamps or a documentary symbol in the legally correct amount has been placed on this instrument

Grantee or Agent Name (printed): Hannah Morgan

Grantee or Agent Name (signature): Hannah Morgan Date: 12/30/2020

Address: C/O MIF1, LLC 111 S Main St, Ste 2200

City/State/Zip: Salt Lake City, UT 84111

FILED FOR RECORD
AT 12:43 O'CLOCK P M

DEC 17 2020
Barbara Collins
BARBARA COLLINS, CIRCUIT CLERK
JEFFERSON COUNTY, ARKANSAS
30⁰⁰

WARRANTY DEED
(Limited Liability Company)

KNOW ALL MEN BY THESE PRESENTS:

THAT ADP-MILLCREEK 3, LLC, a Utah limited liability company (hereinafter "Grantor"), by and through its authorized Manager, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration in hand paid by YAU-KUO TANG AND CYNTHIA C. TANG, as to a 1.282% interest as a tenant in common (herein "Grantee"), the receipt of which is hereby acknowledged, does hereby grant, bargain, sell, and convey unto said YAU-KUO TANG AND CYNTHIA C. TANG, as to a 1.282% interest as a tenant in common, and unto Grantee's successors and assigns forever, the following described land, situate in the County of Jefferson and State of Arkansas, to-wit:

See Exhibit "A" attached hereto and made a part hereof

SUBJECT TO recorded instruments, covenants, rights of way, easements, and all prior mineral reservations and oil and gas leases, if any.

TO HAVE AND TO HOLD the same unto the said Grantee and unto Grantee's successors and assigns forever, with all tenements, appurtenances, and hereditaments thereunto belonging.

AND Grantor hereby covenants with said Grantee that Grantor is lawfully seized of said lands, that the same is unencumbered, and that Grantor will forever warrant and defend the title to the said lands against all claims whatsoever.

IN TESTIMONY WHEREOF, the name of the Grantor is hereunto affixed by its authorized Manager, this 14th day of December, 2020.

MAIL TAX STATEMENTS TO:
c/o MILLROCK INVESTMENT FUND 1, LLC
111 S. MAIN ST, STE. 2200
Salt Lake City, UT 84111

ADP-MILLCREEK 3, LLC

By: MILLROCK INVESTMENT FUND 1, LLC,
a Utah limited liability company, its Member

By: [Signature]
Name: Kevin Long
Title: Manager

ACKNOWLEDGEMENT

STATE OF: UTAH

}
} ss:
}

COUNTY OF: UTAH

On this day, before undersigned, a Notary Public, duly commissioned, qualified and acting, within and for the said County and State, appeared in person the within named Kevin Long to me personally known, who stated that he was the authorized Manager of MILLROCK INVESTMENT FUND 1, LLC, a Utah limited liability company, the Member of ADP-MILLCREEK 3, LLC, a Utah limited liability company, and was duly authorized in said capacity to execute the foregoing instrument for and in the name and behalf of said company, and further stated and acknowledged that he had so signed, executed and delivered said instrument for the consideration, uses and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 14th day of December, 2020.

My Commission Expires:

03-19-2024

[Signature]
Notary Public



Exhibit A
Legal Description

Tract I:

Part of the Southeast Quarter (SE1/4) of the Southeast Quarter (SE1/4) of Section 32, Township 6 South, Range 9 West of the 5th P.M., more particularly described as follows:

Commencing at the Southeast corner of said Southeast Quarter (SE1/4) of the Southeast Quarter (SE1/4), thence South 89 degrees 21 minutes 18 seconds West 40.00 feet to the point of beginning; thence North 00 degrees 42 minutes 17 seconds West 340.00 feet; thence South 89 degrees 26 minutes 11 seconds West 440.00 feet; thence South 00 degrees 42 minutes 18 seconds East 340.00 feet to the South line of said Southeast Quarter (SE1/4) of the Southeast Quarter (SE1/4); thence North 89 degrees 34 minutes 26 seconds East 164.54 feet along said South line; thence North 89 degrees 21 minutes 18 seconds East 275.46 feet along said South line to the point of beginning.

Tract II:

Commence at the Southeast corner of said Southeast Quarter (SE1/4) of the Southeast Quarter (SE1/4) of Section 32, Township 6 South, Range 9 West, thence South 89 degrees 20 minutes 45 seconds West along the South line of said Section 315.46 feet to the Northwest corner of Section 4, Township 7 South, Range 9 West, thence South 89 degrees 30 minutes 15 seconds West along said Section 32 South line 164.51 feet to the point of beginning; thence South 89 degrees 30 minutes 15 seconds West along said Section 32 South line 100.00 feet; thence North 00 degrees 46 minutes 10 seconds West 389.77 feet; thence North 89 degrees 22 minutes 10 seconds East 540.00 feet to the West right of way line of Hazel Street; thence South 00 degrees 45 minutes 55 seconds East along said West right of way line 50.00 feet; thence South 89 degrees 22 minutes 10 seconds West 440.00 feet; thence South 00 degrees 46 minutes 15 seconds East 340.00 feet to the point of beginning.



STATE OF ARKANSAS
 DEPARTMENT OF FINANCE AND ADMINISTRATION
 MISCELLANEOUS TAX SECTION
 P.O. BOX 896, LITTLE ROCK, AR 72203-0896

BOOK 1045 PAGE 440

Real Estate Transfer Tax Stamp

Proof of Tax Paid



File Number: JTC20-7246

Grantee: YAU-KUO TANG AND CYNTHIA C. TANG
Mailing Address: C/O MIF1, LLC 111 S. MAIN ST. STE 2200
 SALT LAKE CITY UT 841110000

Grantor: ADP-MILLCREEK 3, LLC
Mailing Address: 111 S. MAIN ST. STE 2200
 SALT LAKE CITY UT 841110000

Property Purchase Price: \$168,042.30
Tax Amount: \$557.70

County: JEFFERSON
Date Issued: 12/17/2020
Stamp ID: 1156040704



I HEREBY CERTIFY THAT THIS INSTRUMENT
 WAS FILED AND RECORDED ON THE 17th
 DAY OF December 2020 AT 1243
 BOOK NO 1045 PAGE 437

BARBARA COLLINS
 JEFFERSON COUNTY, ARKANSAS

Barbara Collins DC

I certify under penalty of false swearing that documentary stamps or a documentary symbol in the legally correct amount has been placed on this instrument

Grantee or Agent Name (printed): Hannah Morgan
 Grantee or Agent Name (signature): Hannah Morgan Date: 12.17.2020
 Address: C/O MIF1, LLC 111 S. Main St Suite 2200
 City/State/Zip: Salt Lake City, UT 84111

Commercial NNN Lease Agreement

Tenant

SARC by HSI: Pine Bluff, AR Inc.

The Crescent

100 Crescent Court

7th Floor

Dallas, TX 75201

Holdco Guaranty

Healthcare Solutions Management Group, Inc.

3 School St

Suite 303

Glen Cove, NY 11542

Developed by American Development Partners

SURGERY CENTER LEASE AGREEMENT

THIS COMMERCIAL LEASE AGREEMENT ("Lease") is entered into as of January 21st, 2020 by and between ADP – Millcreek 3 LLC having its principal place of business at 2100 W. Pleasant Grove Blvd., Unit 200 Pleasant Grove, UT., 84062 ("Landlord") and SARC by HSI: Pine Bluff, AR Inc., a (hereinafter "SARC" or collectively "Tenant" with Healthcare Solutions Management Group, Inc.), having its principal place of business at The Crescent 100 Crescent Court -7th Floor, Dallas, TX 75201 and Healthcare Solutions Management Group, Inc., (hereinafter HSM or Collectively "Tenant" with SARC) having its principal place of business at 3 School St Suite 303 Glen Cove, NY 117542 ("Tenant").

RECITALS

WHEAREAS, Landlord is the owner of, or is under contract to purchase, the land, buildings, and improvements located at 7200 S Hazel St., Pine Bluff, AR 71603 and more particularly described in attached Exhibit "A" ("Premises"); and

WHEREAS, Landlord desires to lease to Tenant and Tenant desires to lease from Landlord the Premises as a walk-in clinic focused on the delivery of Surgery Center in a dedicated medical facility outside of a traditional emergency room ("Surgery Center").

NOW THEREFORE, for good and valuable consideration, the parties agree as follows:

SECTION ONE. PREMISES.

Landlord leases to Tenant and Tenant leases from Landlord the Premises on the terms and conditions in this Lease. The Premises is the real property described on the attached Exhibit "A", and all improvements belonging to Landlord now or in the future located on the real property (including the Improvements completed pursuant to Section 13 below).

SECTION TWO. INTIAL TERM OF LEASE/OPTIONS TO RENEW.

(a) Effective/Commencement and Termination Dates of Initial Term. The initial term of this Lease shall be for twenty (20) years (the "Initial Term"). The term of this Lease (the "Term") shall commence upon the day Landlord purchases the property. The termination date shall be twenty (20) years after the Commencement Date (the "Termination Date"), subject to Section 2(b) below. Should the Commencement Date fall on any day other than the 1st of the month, the Term shall be extended by any partial month thereof. Promptly following the Commencement Date, Landlord and Tenant shall execute a Commencement Date Agreement in the form attached hereto as Exhibit "F".

(b) Option Periods. Landlord grants to Tenant options to extend the Term of this Lease for three (3) consecutive five (5) year periods (each, an "Option Period") upon the same terms and conditions set forth in this Lease, at an adjusted Minimum Monthly Rent as determined prior to the beginning of each Option Period in accordance with Section 4(c) hereof. Tenant's

extension option shall be exercised by Tenant upon written notice to Landlord at least one hundred eighty (180) days but no more than two-hundred seventy (270) days prior to the expiration of the Initial Term of this Lease or any Option Period, as applicable. Notwithstanding the foregoing, the extension options described above shall be null and void and of no further force or effect if any of the following have occurred: (i) Tenant has assigned this Lease or sublet the Premises, notwithstanding the fact Landlord may have consented to such assignment or subletting; (ii) A default has occurred and is continuing, either at the time Tenant exercises the option or at the time the renewal term is scheduled to commence; or (iii) Tenant has vacated the Premises. In no event shall any Landlord's Work, improvement allowance or other monies or work be required of Landlord in connection with any such Option Period.

SECTION THREE. DELAY IN POSSESSION

If for any reason Landlord fails to deliver or offer to deliver physical possession of the Remodeled Premises to Tenant, this Lease shall not be void or voidable, nor shall Landlord be liable to Tenant for any loss or damage resulting from the failure to deliver possession, so long as Landlord has exercised, and continues to exercise, reasonable diligence to deliver possession; provided, however, that rent shall be abated until Landlord delivers physical possession of the Premises to Tenant. Tenant's taking possession of the Premises or any portion thereof shall be conclusive evidence that (i) Landlord's Work is complete, and (ii) the Premises are in the condition required by this Lease and in good order and satisfactory condition.

SECTION FOUR. MINIMUM MONTHLY RENT

- (a) Beginning on the Commencement Date, the Minimum Monthly Rent shall be payable in advance on the first day of each month at the following address in accordance with the rent schedule below:

ADP – Millcreek 3 LLC

2100 W. Pleasant Grove Blvd., Unit 200 Pleasant Grove, UT., 84062 or at another address that Landlord may from time to time designate by written notice to Tenant. Additionally, the Lease Administrator may direct the Tenant to deposit the rent by ACH to a designated bank account

On each anniversary of the Commencement Date through and until the Termination Date of the Initial Term, the Minimum Monthly Rent shall increase annually by 2% as follows:

YEAR	RENT	ANNUALLY
1	\$69,487.87	\$833,854.44
2	\$70,877.63	\$850,531.53
3	\$72,295.18	\$867,542.16
4	\$73,741.08	\$884,893.00
5	\$75,215.91	\$902,590.86
6	\$76,720.22	\$920,642.68
7	\$78,254.63	\$939,055.53
8	\$79,819.72	\$957,836.64
9	\$81,416.11	\$976,993.38
10	\$83,044.44	\$996,533.24
11	\$84,705.33	\$1,016,463.91
12	\$86,399.43	\$1,036,793.19
13	\$88,127.42	\$1,057,529.05
14	\$89,889.97	\$1,078,679.63
15	\$91,687.77	\$1,100,253.23
16	\$93,521.52	\$1,122,258.29
17	\$95,391.95	\$1,144,703.46
18	\$97,299.79	\$1,167,597.52
19	\$99,245.79	\$1,190,949.47
20	\$101,230.71	\$1,214,768.46

Until the renovation of the Surgery Center are substantially complete as determined by the issuance of an occupancy permit, the rent shall be equal to 40% of Minimum monthly rent. Final rent schedule will be calculated when tenant receives the certificate of occupancy. The rent will be calculated as per the development agreement ("Final Rent Calculation"). Landlord and Tenant agree that the Final Rent Calculation may not exceed a 30% increase of the Minimum Monthly Rent for Year 1 as referenced above. By way of example, \$69,487.87 (Year 1 Minimum Monthly Rent + \$20,846.34 (@ 30% maximum allowed Final Rent Calculation) = \$90,334.21) A lease addendum will be submitted to tenant from landlord within ten (10) business days of certificate of occupancy being issued. (b) Minimum Monthly Rent During Option Periods.

(i) First 5-year Option Period: Market Rate (Determined pursuant to Section 5) but in no event, shall the Minimum Monthly Rent be less than 100% of the Minimum Monthly Rent under this Lease for the period immediately preceding the commencement of the First Option Period.

(ii) Second 5-year Option Period: Market Rate (Determined pursuant to Section 5) but in no event shall the Minimum Monthly Rent be less than 100% of the Minimum Monthly Rent under this Lease for the period immediately preceding the commencement of the Second Option Period

(iii) Third 5-year Option Period: Market Rate (Determined pursuant to Section 5) but in no event, shall the Minimum Monthly Rent be less than 100% of the Minimum Monthly Rent under this Lease for the period immediately preceding the commencement of the Third Option Period

SECTION FIVE. MARKET RATE.

(a) Market Rate Definition. "Market Rate" shall be defined as the bona fide rates, terms and conditions then being paid by tenants in "arm's length" transactions for comparable space, for comparable uses, in comparable buildings in the same geographic submarket as the Premises within the previous six (6) month period. To determine the Market Rate the parties must also take into consideration the quality, size, design and location of the Premises.

(b) Determination and Appraisal Process. In the event Tenant exercises a renewal option, to initiate the negotiation, Tenant shall notify Landlord in writing of Tenant's determination of the Market Rate for the applicable Option Period (the "Tenant's Initial Determination"). Landlord shall, within fifteen (15) days following receipt of Tenant's Initial Determination, notify Tenant in writing that it accepts Tenant's Initial Determination or, if it does not, notify Tenant of Landlord's determination of the Market Rate ("Landlord's Initial Determination"). If, within fifteen (15) days after receipt by Tenant of Landlord's Initial Determination, Tenant rejects in writing Landlord's determination, the parties agree to negotiate their differences in good faith within thirty (30) days following Landlord's receipt of Tenant's notice of objection or deemed rejection. Should the parties be unable to agree upon the Market Rate within such thirty (30)

day period, the parties will each appoint a real estate appraiser who is a member of the American Institute of Real Estate Appraisers with at least five (5) years full-time commercial appraisal experience in the geographic area in which the Premises are located to determine the Market Rate. If either Landlord or Tenant does not notify the other party in writing that it has appointed an appraiser within ten (10) days after the other party has provided written notice of its appointed appraiser, the single appraiser appointed will determine the Market Rate. If two (2) appraisers are appointed, they will meet promptly and attempt to set the Market Rate. If the two appraisers agree upon a Market Rate, such determination shall be final and binding on the parties. If they are unable to agree on the Market Rate within thirty (30) days after the date upon which the second appraiser has been appointed, the two appraisers will appoint, or request that the American Institute of Real Estate Appraisers appoint, a third appraiser meeting the qualifications stated in this paragraph and the appraisers will then notify Landlord and Tenant of such appraiser's name, address and selection within ten (10) days following the failure of the parties to agree upon the Market Rate. Landlord and Tenant will each bear one-half (1/2) of the cost of the third appraiser. The third appraiser, however selected, must be a person who has not previously acted in any capacity for either Landlord or Tenant. Within thirty (30) days after the selection of the third appraiser, a majority of the appraisers will determine the Market Rate. If a majority of the appraisers cannot agree on the Market Rate within thirty (30) days after selection of the third appraiser, the high and the low appraisal will be thrown out and the middle appraisal shall be the final and binding determination of the Market Rate.

- (c) Amendment. The parties will execute an amendment to this Lease within fifteen (15) days after determination of the new Market Rate.

SECTION SIX. MEMORANDUM OF LEASE.

Contemporaneously with the execution of this Lease, or at any time or from time to time hereafter, at the request of either Landlord or Tenant, the parties will execute and deliver a Memorandum of Lease in recordable form which either party may record at its sole expense. The Memorandum of Lease shall not contain rental amounts.

SECTION SEVEN. TENANT PAYMENTS.

- (a) Minimum Rent. Tenant shall pay Landlord as rent for the Premises a sum equal to the Minimum Monthly Rent set forth in Section 4(b) on or before the first (1st) day of each and every month during the Term of this Lease and continuing for the duration of the Term of this Lease. If any installment of Rent due from Tenant shall not be received by Landlord within five (5) days after the date due, Tenant shall pay to Landlord a late charge equal to five percent (5%) of such overdue amount. The parties agree that such late charge represents a fair and reasonable estimate of the costs Landlord will incur by reason of late payment by Tenant. Except as expressly set forth herein, any amount due to Landlord not paid within ten (10) days after written notice that such payment is past due shall bear interest at 1 ½ percent per month or any part of a month until the date such amount is paid.

- (b) Utilities. Tenant shall promptly pay for all utilities and other services including, but not limited to, telephone, water, sewage service charges, garbage or trash removal, fuels, including natural gas, and electricity, for any heating in the Premises furnished to and or used in or at the Premises for any purpose, from and after the date Tenant shall have possessed the Premises, whether prior to, during or after the Term hereof. Landlord shall not be liable for any interruption or curtailment whatsoever in the furnishing of utility services or other services to the Premises, unless caused by the gross negligence of Landlord.
- (c) Net Lease. This Lease is what is commonly called a "Net Lease", it being understood that Landlord shall receive the Rent set forth in this Lease free and clear of any and all impositions, taxes, liens, charges, or expenses of any nature whatsoever in connection with its ownership and leasing of the Premises except those expenses specifically designated in this Lease to be borne by Landlord. In addition to the Minimum Monthly Rent, Tenant shall pay all impositions, taxes, insurance premiums, operating costs, charges and expenses which arise or may be contemplated under any provisions of this Lease during the Term (i) when required to be made hereunder or (ii) if no payment date is specified, by the later to occur of (A) the due date for the next installment of Minimum Monthly Rent or (B) ten (10) days from demand. All of such charges, costs and expenses shall constitute additional rent, and upon the failure of Tenant to pay any of such costs, charges or expenses, Landlord shall have the same rights and remedies as otherwise provided in this Lease for the failure of Tenant to pay Rent. "Rent" shall mean Minimum Monthly Rent, additional rent, and all other amounts to be paid by Tenant to Landlord pursuant to this Lease. It is the intention of the parties hereto that Tenant shall in no event be entitled to any abatement of or reduction in Rent or additional rent payable hereunder, except as expressly provided herein. Any present or future law to the contrary shall not alter this agreement of the parties. Landlord and Tenant acknowledge and agree that this Lease is a "true lease" and not a financing lease, capital lease, mortgage, equitable mortgage, deed of trust, trust agreement, security agreement or other financing or trust arrangement, and the economic realities of this Lease are those of a true lease, the business relationship created by this Lease and any related documents is solely that of a long-term commercial lease between landlord and tenant and has been entered into by both parties in reliance upon the economic and legal bargains contained herein, and Tenant and Landlord each waive any claim or defense based upon the characterization of this Lease as anything other than as a "true lease".
- (d) Pro-Rata Rent. Rent for any period during the Term of this Lease which is for less than one (1) month shall be a pro rata portion of such monthly installment. Rent shall be payable, without deduction or offset, in lawful money of the United States to Landlord at the address set forth in Section 4(a) above or to such other persons or at such other places as Landlord may designate in writing.

SECTION EIGHT. USE OF THE PREMISES.

- (a) Tenant shall occupy and use the Premises as an Surgery Center, and all other operations incident to the conduct of the business of an Surgery Center, and Tenant agrees not to use the Premises for any other purpose or any immoral or unlawful purpose. Landlord agrees that,

subject to the prior reasonable review and approval by Landlord and compliance with all applicable governmental requirements and any signage criteria in any covenants, conditions, and restrictions recorded prior to the date of this Lease, Tenant may erect and maintain on the Premises and the building and improvements any signs advertising Tenant's business, as Tenant may desire.

- (b) Tenant shall not commit any acts on the Premises, nor use the Premises in any manner that will increase the existing rates for or cause the cancellation of any fire, liability, or other insurance policy insuring the Premises or the improvements on the Premises. Tenant shall, at Tenant's own cost and expense, comply with all requirements of Landlord's insurance carriers that are necessary for the continued maintenance at reasonable rates of fire and liability insurance policies on the Premises and the improvements on the Premises.
- (c) Tenant shall not commit any waste or any public or private nuisance upon the Premises.
- (d) Tenant shall comply with all laws, rules, and orders of all federal, state, and municipal governments or agencies that may be applicable to use of the Premises. Notwithstanding the Permitted Use or any other provision of this Lease, Landlord does not represent, warrant or covenant in any respect whatsoever that the Permitted Use or any element of Tenant's existing or future operations is or will be permitted under applicable zoning, codes and regulations of any governmental or quasi-governmental authority. Tenant is solely responsible for verifying the same.
- (e) Tenant shall operate Tenant's business on the Premises with due diligence and efficiency so as to maximize the gross profits that may be produced profitably. To this end Tenant shall maintain business hours and levels of personnel and advertising that in Tenant's reasonable judgment is necessary to maximize gross profits profitably consistent with the operation of the businesses on the Premises and at any other locations of Tenant's businesses.

SECTION NINE. UTILITIES.

- (a) During the Term, Tenant shall pay, before delinquency, all charges or assessments for telephone, water, sewer, gas, heat, electricity, garbage disposal, trash disposal, and all other utilities and services of any kind that may be used on the Premises.
- (b) Medical Waste. Tenant shall, at Tenant's sole cost and expense, directly contract for the disposal of any and all hazardous, bio-hazardous, chemical, infectious, medical and other similar types of waste generated within the Premises or otherwise resulting from Tenant's business (collectively, "Medical Waste"). Tenant shall immediately separate any Medical Waste from other types of office waste and store such Medical Waste in a leak-proof, moisture-proof, puncture-resistant container, or a container of sufficient strength to resist tearing, ripping or bursting in the course of normal usage and handling. Tenant shall ensure that all such generation, storage and disposal of Medical Waste is done in full compliance with all federal, state and local laws, rules and regulations pertaining to Medical Waste. If at any time Tenant fails to dispose of any Medical Waste in a timely manner (including upon expiration or earlier termination of this Lease), Landlord shall have the right, but not the obligation, to dispose of such

Medical Waste at Tenant's cost and expense plus a twenty percent (20%) administrative fee. Tenant shall defend, indemnify and hold Landlord and Landlord's officers, agents, employees, affiliates and mortgagees harmless from and against any and all claims, demands, penalties, fines, liabilities, settlements, damages, costs or remediation, or other costs and expenses (including, without limitation, attorneys' fees, consultants' fees, and litigation expenses) of whatever kind or nature, known or unknown, contingent or otherwise, arising out of or in any way related to the generation, storage, disposal or presence of Medical Waste in the Premises or otherwise. Tenant's obligations hereunder shall survive the termination or expiration of this Lease.

SECTION TEN. TAXES.

- (a) Tenant shall pay during the Term of this Lease, in each case prior to the date the same are delinquent, all of the Real Estate Taxes and personal property taxes levied or assessed against the Premises and improvements thereon for any period, all of which is included in the Term of this Lease, and also its pro rata share of all such taxes levied or assessed thereon for any period, part of which is included in the Term of this Lease, subject to the terms of Section 10(b) below. As used herein, the term **“REAL ESTATE TAXES”** means all taxes and general and special assessments and other impositions in lieu thereof, as a supplement thereto and any other tax which is measured by the value of land and assessed on a uniform basis against the owners of land, including any substitution in whole or in part therefor due to a future change in the method of taxation, in each case assessed against, or allocable or attributable to, the Premises and accruing during the Term. Tenant shall pay all Real Estate Taxes directly to the collecting authority no less than fifteen (15) days prior to the delinquency date thereof and shall provide Landlord written evidence thereof. Notwithstanding the foregoing, upon the occurrence of both of the following events, Tenant shall pay Real Estate Taxes to Landlord on a monthly basis (the “Real Estate Taxes Reserve”) in lieu of the applicable collecting authority: (i) delivery to Tenant of a written request therefor from Landlord, and (ii) the existence of any default or breach of this Section 10(a) by Tenant, or any Event of Default under any provision in this Lease (the foregoing clause (ii) may be hereinafter referred to as a “Real Estate Taxes Reserve Trigger”). If Tenant fails to pay the appropriate party (Landlord or the collecting authority, as provided herein) all Real Estate Taxes when due hereunder, then Tenant shall, without limiting any other remedies available to Landlord, reimburse Landlord for any and all penalties or interest, or portion thereof, incurred by Landlord as a result of such nonpayment or late payment by Tenant.

This Section shall not be deemed or construed to require Tenant to pay or discharge any tax which may be levied by any governmental authority upon the income, profits, or business of Landlord, including Rent due Landlord hereunder, or any personal property taxes, franchise, inheritance or estate bases, or taxes upon inheritance or right of succession which may be levied against any estate or interest of Landlord, even if such taxes become a lien against the Premises.

- (b) Landlord agrees that Tenant shall have the right, at Tenant's sole cost and expense, to contest the legality or validity of any of the taxes which are to be paid by Tenant pursuant to the foregoing provisions, and in the event of any such contest, failure on the part of Tenant to pay

any such tax, prior to the delinquency date thereof shall not constitute a default hereunder. Tenant, upon the final determination of such contest, shall immediately pay and discharge any judgment rendered against it, together with all costs and charges incidental thereto. If Tenant has not paid any tax, assessment, or public charge required by this Lease to be paid by Tenant before its delinquency, or if a tax, assessment, or public charge is contested by Tenant and that tax, assessment, or public charge has not been paid within thirty (30) days after a final determination of the validity, legality, or amount of the tax, assessment or public charge, then Landlord may, but shall not be required to, pay and discharge the tax, assessment, or public charge. If a tax, assessment, or public charge, including penalties and interest, are paid by Landlord, the amount of that payment shall be due and payable to Landlord by Tenant with the next succeeding rental installment, and shall bear interest at the rate of ten percent (10%) per annum from the date of the payment by Landlord until repayment by Tenant. Landlord further agrees at the request of Tenant, to execute, or join in the execution of any instrument or documents necessary in connection with any such contest, but at no expense to Landlord.

- (c) Landlord agrees either to (i) forward to Tenant in a timely fashion the periodic statements for taxes, or (ii) join with Tenant in the necessary formalities to ensure that such statements are sent directly to Tenant.

SECTION ELEVEN. LIENS.

Any work on the Premises performed by Tenant hereunder shall be performed subject and pursuant to the provisions of this Lease. Upon completion thereof and Landlord's written request, Tenant shall furnish Landlord with lien waivers confirming that all contractors, subcontractors, laborers, and materialmen who have performed work on the Premises have been paid in full. Such lien waivers shall be in a form reasonably acceptable to Landlord and in accordance with applicable laws of the State where the Premises are located. If any such lien or claim of lien shall at any time be filed against the Premises, or Tenant's interest therein or hereunder, by reason of Tenant's acts or omissions or because of a claim against Tenant or any contractor, subcontractor or materialman of Tenant, Tenant shall cause the lien or claim of lien to be canceled and discharged of record by bond or otherwise within twenty (20) days after receipt of written notice from Landlord. If Tenant fails to cause such lien or claim of lien to be so discharged or bonded within such period, Tenant shall be in default hereunder, and, in addition to any other right or remedy it may have, the Landlord may, but shall not be obligated to, discharge the same by paying the amount claimed to be due or by procuring the discharge of such lien or claim by deposit in court or bonding, and in any such event, the Landlord shall be entitled, if Landlord so elects, to compel the prosecution of an action for the foreclosure of such lien or claim by the lienor or claimant and to pay the amount of the judgment, if any, in favor of the lienor, with interest, costs and allowances. Tenant shall pay as additional rent on demand any sum so paid by Landlord for the aforesaid purposes with interest as hereinafter provided

and all costs and expense incurred by Landlord including, but not limited to reasonable attorney's fees in processing such discharge or in defending any such action. **THE INTEREST OF THE LANDLORD SHALL NOT BE SUBJECT TO LIENS FOR IMPROVEMENTS MADE BY TENANT.**

SECTION TWELVE. REPAIRS AND MAINTENANCE.

- (a) Throughout the Term of this Lease Tenant shall at all times and at its sole cost and expense, put, keep, replace and maintain the entire Premises and all of the Improvements (including, without limitation, the roof, walls, structural and non-structural elements of the buildings, plumbing systems, electric systems, HVAC systems, all site improvements, paving, parking lots, driveways, sidewalks, signs, landscaping, any storm drainage system or sewer system, and any water retention ponds) in good repair and in good and safe order and condition, shall make all repairs and replacements thereto, both inside and outside, structural and non-structural, ordinary and extraordinary, howsoever the necessity or desirability for repairs or replacements may occur, and whether or not necessitated by wear, tear, obsolescence or defects, latent or otherwise, and shall use all reasonable precautions to prevent waste, damage or injury.
- (b) If at any time during the Term, including renewals or extensions, Tenant fails to maintain the Premises or make any repairs or replacements as required by Section 12, Landlord may, but shall not be required to, enter the Premises and perform the maintenance or make the repairs or replacements for the account of Tenant; any sums expended by Landlord in so doing, together with interest at ten percent (10%) per annum, shall be deemed additional rent and shall be immediately due from Tenant on demand of Landlord.
- (b) Except for Landlord's Work, Landlord shall not be required to make any alterations, reconstructions, replacements, changes, additions, improvements, repairs or replacements of any kind or nature whatsoever to the Premises, or any portion thereof, or to any of the Improvements at any time during the Term of this Lease. Tenant waives any law that would require Landlord to maintain the Premises in a tenantable condition or would provide Tenant with the right to make repairs and deduct the cost of those repairs from the rent.
- (c) As part of the Tenants responsibilities all property maintenance and repairs must be conducted on a regular basis to protect the value, integrity and overall building structure. As part of the tenant responsibilities the tenant must, at a minimum, enter into the following:
1. A quarterly maintenance contract with a national HVAC firm.
 2. A landscape contract to maintain all plants, tree's flowers and grass
 3. A roofing inspection one time per year or directly after extreme weather events.
 4. electrical system checkups must be done by licensed professionals every five years
 5. A parking lot inspection by a national paving company every five years
- An annual report containing maintenance logs and reports shall be submitted to the lease administrator

SECTION THIRTEEN. LANDLORD'S WORK AND ALTERATIONS.

- (a) Promptly following the Effective Date, Landlord shall commence Landlord's Work. The Improvements shall be constructed in a good and workmanlike manner, in accordance with all applicable laws and requirements, and in accordance with local codes. Tenant acknowledges

that it has approved C&T Development Co., Inc., a Tennessee corporation, to construct the Improvements. The term "Improvements" shall mean the building, all sidewalks, driveways, parking areas, curbs, curb cuts, lighting, retaining walls, landscaping, fire hydrants, and related improvements, and all identification, advertising and directional signs, fixtures, and equipment to the extent described on the plans and specifications listed on Exhibit "B" attached hereto (the "Scope of Work") or otherwise constructed or located on the Premises subject to the conditions and restrictions set forth in this Lease.

- (b) After the date on which Tenant first opens the Premises to the public for business, tenant may not make alterations, additions or improvements to the Premises including the exterior, the building structure, or the storefront thereof without the prior written consent of the Landlord and such consent shall not be unreasonably delayed, withheld or conditioned. Provided, if Tenant wishes at any time during the Term to perform alterations, additions or improvements to the Premises that do not affect structural elements or building systems in any material respect and cost, on a per project basis, less than \$50,000.00 ("Minor Alterations"), after at least fifteen (15) days' written notice to Landlord, Tenant shall have the right to make Minor Alterations in compliance with all applicable laws, rules and regulations without obtaining written consent of the Landlord. All alterations, additions and improvements (excluding personal property, machinery, equipment, signage, trade improvements and trade fixtures of Tenant, no part of the cost of which shall have been paid by Landlord, collectively "Tenant's Property") made by, for or at the direction of Tenant, shall become the property of Landlord and shall remain upon and be surrendered with the Premises as a part thereof at the expiration or earlier termination of this Lease or at such time as Landlord shall re-enter and take possession of the Premises without terminating this Lease pursuant to the provisions of Section 13 hereof. Landlord shall have no obligation to make any alterations, improvements, repairs or replacements to the Premises other than Landlord's Work.
- (c) Tenant's Property shall remain the property of Tenant. Upon the termination or expiration of the Term, Tenant shall remove Tenant's Property from the Premises no later than the termination or expiration date. In addition, Tenant may remove from the Premises all items and structural characteristics installed by Tenant that are indicative of Tenant's business and may otherwise "de-identify" the Premises, as Tenant reasonably believes necessary or appropriate for the protection of Tenant's interest in Tenant's trademarks, trade names or copyrights. Tenant shall, at its sole cost and expense, repair any damage to the Premises or the improvements caused by such removal, including patching and filling holes, ordinary wear and tear excepted. In no event shall Tenant remove or be required to remove any restrooms, flooring, ceilings, or utility or electrical components located inside the walls or HVAC systems. All other utility systems will be capped and returned to a condition compatible with code requirements at Tenant's sole cost and expense.
- (d) Any of Tenant's Property not removed from the Premises within ten (10) days following the date this Lease terminates or expires shall be deemed abandoned and shall thereupon become the property of Landlord. Landlord may possess and dispose of such property provided that Landlord shall not use or permit anyone holding under Landlord to use (a) any trademark, trade dress, trade name, millwork, copyrighted floor plan, copyrighted color palette, or sign used by

Tenant in the Premises; or (b) any item that is similar to any other item protected by Tenant's intellectual property rights. This provision shall apply under all circumstances, including default by Tenant under this Lease. The reasonable costs incurred by Landlord in removing and disposing of such Tenant's Property (plus 10%) shall be paid by Tenant within thirty (30) days after delivery to Tenant of an invoice therefor.

- (e) Notwithstanding anything to the contrary herein, Landlord agrees that it has no lien rights or security interest in any of Tenant's trade fixtures or inventory, furniture, equipment or other personal property in the Premises or in any other items that may be used as collateral for any Tenant financing (collectively, "Collateral") and hereby waives any such rights or interest to same. Upon request by Tenant from time to time during the Term, Landlord shall provide a written statement, in a form reasonably acceptable to Tenant and Tenant's lender or lenders, as the case may be, confirming that Landlord has no such lien rights and waiving any rights or interest to the Collateral; provided that in no event shall Landlord be required to grant Tenant's lender and/or lienholder any right to occupy the Premises or other access right unless required by applicable law or agreed to otherwise in writing by Landlord, nor shall any of the foregoing give Tenant the right to collaterally assign this Lease.
- (f) Subject to any covenants, conditions and restrictions and other matters of record applicable to the Premises which are disclosed in the public records or in writing to Tenant ("CC&Rs"), Tenant shall have the right to install building signs on the Premises in the maximum number and size permitted under the governmental development standards, rules and regulations that are applicable to the Premises.

SECTION FOURTEEN. ENTRY.

Tenant shall permit Landlord or Landlord's agents, representatives, or employees to enter the Premises at all reasonable times and upon reasonable notice to inspect the Premises to determine whether Tenant is complying with the terms of this Lease and to do other lawful acts that may be necessary to protect Landlord's interest in the Premises under this Lease or to perform Landlord's duties under this Lease.

SECTION FIFTEEN. SURRENDER OF PREMISES; HOLDING OVER

- (a) On the Termination Date or the end of any extension or renewal of this Lease, Tenant shall promptly surrender and deliver the Premises to Landlord in as good condition as they were on the Commencement Date, reasonable wear and tear excepted.
- (d) At the end of the Term, or any extension, should Tenant hold over for any reason, it is agreed that in the absence of a written agreement to the contrary, that tenancy shall be from month-to-month only and not a renewal of this Lease, nor an extension for any further term. Tenant shall pay Minimum Monthly Rent in an amount equal to ONE AND ONE-HALF times the Minimum Monthly Rent payable prior to the end of the Term or any extension. The month-to-month tenancy shall be subject to every other term, covenant, and condition in this Lease that is consistent with and not contrary to a month-to-month tenancy.

SECTION SIXTEEN. INDEMNITY.

Without limiting or being limited by any other indemnity in this Lease, but rather in confirmation and furtherance thereof, Tenant agrees to indemnify, defend by counsel reasonably acceptable to Landlord and hold Landlord and Landlord's officers, agents, employees and affiliates harmless of, from and against any and all losses, damages, liabilities, claims, liens, costs and expenses (including, but not limited to, court costs, reasonable attorney's fees and litigation expenses) in connection with injury to or death of any person or damage to or theft, loss or loss of the use of any property occurring in or about the Premises arising from Tenant's occupancy, or from any materially false information provided by Tenant to Landlord, or the conduct of its business or from any activity, work, or thing done, permitted or suffered by Tenant or its agents, employees or contractors in or about the Premises, or from any breach or default on the part of Tenant in the performance of any covenant or agreement on the part of Tenant to be performed pursuant to the terms of this Lease, or due to any other act or omission or willful misconduct of Tenant or any of its agents, employees, contractors, assigns, subtenants, guest or invitees.

SECTION SEVENTEEN. INSURANCE.

Tenant shall, at its sole cost, procure and maintain, during the entire Term, at least the following types (and limits) of insurance coverages with respect to the Premises issued by insurance companies reasonably acceptable to Landlord and licensed to do business in the State of Tennessee, and subject to the following terms and conditions:

- (a) Commercial general liability insurance, including (without limitation) coverage for bodily injury and death, property damage and personal injury and contractual liability as referred to below, in an amount not less than Two Million and 00/100 Dollars (\$2,000,000.00), combined single limit per occurrence for injury (or death) and damage to property; (ii) insurance on an "all risk" basis, including (without limitation) sprinkler leakage, vandalism, malicious mischief, fire, windstorm, flood and extended coverage, covering the entire Premises, and all fixtures, furnishings, removable floor coverings, equipment, signs and all other decorations or stock in trade, inventory and personal property of Tenant, in amounts not less than the full replacement value thereof; (iii) workers' compensation insurance, if required by statute, with not less than the maximum statutory limits of coverage; and (iv) business interruption or lost profits coverage, in reasonable amounts for a business of similar size and nature of Tenant operating in the geographical area of the Building. Such policies shall: (A) include Landlord and such other parties as Landlord may reasonably designate as loss payees (except with respect to the insurance required in clause (iv) directly above) as a named insured thereunder, (B) be written and considered as primary insurance, neither in contribution with nor in excess of any other insurance policies that may be maintained by Landlord or any other person or entity with respect to any other portion of the Building; (C) include within the terms of the policy or by contractual liability endorsement coverage insuring Tenant's indemnity obligations under this Lease; and (D) provide that it may not be cancelled or changed without at least thirty (30)

calendar days prior written notice from the company providing such insurance to each party insured thereunder.

- (b) The insurance coverage to be provided by Tenant will be for a period of not less than one (1) year. At least fifteen (15) days prior to the Commencement Date, Tenant will deliver to Landlord original certificates of all such insurance, together with proof of payment of the premium therefor; thereafter, at least fifteen (15) calendar days prior to the expiration of any policy, Tenant will deliver to Landlord such original certificates as will evidence a paid-up renewal or new policy to take the place of the one expiring.
- (c) Each party will look first to any insurance in its favor before making any claim against the other party for recovery for loss or damage resulting from fire or other casualty, and to the extent that such insurance is in force and collectible and to the extent permitted by law, Tenant hereby waives and releases all rights of subrogation under Tenant's insurance policies, and Tenant will cause each such insurance policy to be properly endorsed to evidence such waiver and release of subrogation in favor of Landlord.
- (d) Tenant acknowledges that Landlord will not carry insurance on the Premises or furniture, furnishings, trade fixtures, equipment installed in or made to the Premises by or for Tenant, and Tenant agrees that Tenant, and not Landlord, will be obligated to promptly repair any damage thereto or to replace the same.
- (e) Any failure by Tenant to maintain continuous insurance coverage as required under the terms and conditions of this Section 17 shall constitute an immediate and automatic default by Tenant hereunder. Provided there is no interruption in such continuous coverage, any other failure of Tenant to satisfy the terms and conditions of this Section 17 shall constitute a default hereunder only if such failure remains uncured fifteen (15) days after Landlord provides Tenant with written notice of such failure. If Tenant shall fail to procure and maintain the insurance required herein, Landlord may, but shall not be required to and shall incur no liability for doing so, procure and maintain the same through Tenant's insurance broker or otherwise, at the expense of Tenant, plus a fifteen percent (15%) administrative fee, which Tenant shall pay to Landlord upon demand.

SECTION EIGHTEEN. TRADE FIXTURES.

- (a) Tenant shall have the right, at any time and from time to time during the Term and any renewals or extensions, at Tenant's sole cost and expense, to install and affix on the Premises items for use in Tenant's Surgery Center, which Tenant, in Tenant's sole discretion, deems advisable (collectively "Trade Fixtures"), provided that Tenant shall not overload the floors. Trade Fixtures installed in the Premises by Tenant shall always remain the property of Tenant and shall be removed at the expiration of the Term or any extension, provided that any damage to the Premises caused by the removal of the Trade Fixtures shall be repaired by Tenant, and further provided that Landlord shall have the right to keep any Trade Fixtures or to require Tenant to remove any Trade Fixtures that Tenant might otherwise elect to abandon.

- (b) Any Trade Fixtures that are not removed from the Premises by Tenant within thirty (30) days after the Termination Date shall be deemed abandoned by Tenant and shall automatically become the property of Landlord as owner of the real property to which they are affixed and not due to the lien provided to Landlord in Section 18(b).

SECTION NINETEEN. SIGNS.

Tenant may not place, maintain, nor permit on any exterior door, wall, or window of the Premises any sign, awning, canopy, marquee, or other advertising of a permanent and irremovable nature without the express written consent of Landlord and such consent shall not with unreasonably withheld, delayed or conditioned. Tenant shall maintain any sign, decoration, or advertising in good appearance and repair at all times during this Lease. At the Termination Date, any of the items mentioned in this section that are not removed from the Premises by Tenant may, without damage or liability, be removed and destroyed by Landlord at Tenant's cost. Nothing in this provision is intended to prevent Tenant from placing or maintaining any sign, awning, canopy, marquee, or other advertising relating to Tenant's operation.

SECTION TWENTY. DAMAGE OR DESTRUCTION.

- (a) In the event that during the Term of this Lease, the Premises shall be damaged by fire or other casualty which renders the Premises untenable, Tenant, shall repair said damage. Such repairs shall be commenced within sixty (60) days of the date of said damage and such repairs shall be completed within two hundred forty (240) days of said damage; provided, however, if the Premises are damaged or destroyed by fire or any casualty which cannot, despite diligent, good faith efforts be repaired or restored within such time period, Tenant shall have such additional time as necessary, so long as Tenant is using diligent, good faith efforts to repair and restore the Premises. All such work shall be approved by Landlord in advance and Landlord shall have the unfettered right to supervise all such work, in which case Tenant shall pay Landlord a construction supervision fee not to exceed 5% of the cost of such restoration.

SECTION TWENTY ONE. CONDEMNATION.

- (a) The term "total taking" means the permanent taking of or a voluntary transfer under the threat of the exercise of the right of eminent domain or other authority of all or a portion of the Premises such that it is impossible for Tenant to occupy and operate an Surgery Center within the Premises in compliance with applicable laws, rules, ordinances and regulations. The term "partial taking" means the taking of only a portion of the Premises which does not constitute a total taking, Tenant can continue to operate the its business on the Premises in compliance with applicable laws, rules, ordinances and regulations.
- (b) If a total taking occurs during the Term of this Lease, this Lease will terminate as of the date of the taking. The phrase "date of the taking" means the date of taking actual physical possession by the condemning authority or such earlier date as the condemning authority gives notice that it is deemed to have taken possession.

- (c) If a partial taking results in the Premises in violation of municipal parking requirements, then Tenant shall promptly restore the Premises to an architecturally fit unit in accordance with plans approved by Landlord and reopen for business.
- (d) All compensation and damages awarded for a total or partial taking of the Premises, will belong to Landlord; provided, however, Tenant may make its own claim for any separate award that may be made by the condemner for Tenant's moving expenses, loss of business or for the taking of or injury to Tenant's improvements, or on account of any cost or loss Tenant may sustain in the removal of Tenant's trade fixtures, equipment, and furnishing, or as a result of any alterations, modifications, or repairs which may be reasonably required by Tenant in order to place the remaining portion of the Premises not so condemned in a suitable condition for the continuance of Tenant's occupancy, provided that no such award shall reduce the award to Landlord.
- (e) If this Lease is terminated pursuant to the provisions of this Section 21, then all rentals and other charges payable by Tenant to Landlord under this Lease will be paid up to the day of the taking, and any rentals and other charges paid in advance and allocable to the period after the date of the taking will be repaid to Tenant by Landlord. Landlord and Tenant will then be released from all further liability under this Lease.

SECTION TWENTY TWO. ASSIGNMENT AND SUBLETTING.

Tenant shall not voluntarily or involuntarily or by operation of law, assign, transfer, mortgage or otherwise encumber this Lease, the Premises (including fixtures), or any interest of Tenant in either, in whole or in part, or sublet the Premises or any part thereof, or permit the Premises or any part thereof to be used or occupied by others, without the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed, nor shall Tenant's leasehold interest hereunder be assignable or transferable by the voluntary act of Tenant, or anyone claiming by, through or under Tenant by reason of bankruptcy, voluntary or involuntary, or by operation of law. Consent to any one sublease or assignment shall not be deemed a waiver of the right to consent to future subletting and assignments. Even though Landlord may consent to a sublease or assignment, Tenant shall not be released from liability hereunder. Any attempt by Tenant to effectuate such sublease, assignment, transfer, mortgage or other encumbrance without Landlord's consent shall be null and void.

The transactions deemed to be restricted under the terms of this Section 22 shall include without limitation any assignment, subletting, sale or other transfer that would otherwise occur by operation of law, merger, consolidation, reorganization, transfer or other change of Tenant's corporate or proprietary structure; the sale or transfer of fifty percent (50%) or more of the capital stock or ownership interests of Tenant; the sale, assignment or transfer of all or substantially all of the assets of Tenant, with or without specific assignment of this Lease; or in the event that Tenant is a partnership, limited liability company, corporation or

similar entity (other than one whose shares are regularly and publicly traded on a recognized stock exchange), any change in the ownership, control and/or power to vote the majority of the outstanding stock of Tenant occurs (whether direct or indirect, and whether such change is by sale, assignment, bequest, operation of law or otherwise).

To review any proposed assignment or sublease, Landlord will require thirty (30) days to review Tenant's submission of (i) the name of the entity receiving such transfer (the "Transferee"); (ii) a detailed description of the business of the Transferee; (iii) audited financial statements of the Transferee; (iv) all written agreements governing the transfer; (v) if the Transferee is an individual, a true and correct copy of the Transferee's driver's license and a completed and signed copy of Landlord's credit application; (vi) any information reasonably requested by Landlord with respect to the transfer or the Transferee; and (vii) a fee of One Thousand Dollars (\$1,000.00) to compensate Landlord for certain fees and costs of administration, and other expenses incurred in connection with the review and processing of such documentation. In the event that Landlord consents to Tenant's subletting of the Premises or any part thereof, or the sale, transfer or assignment of its leasehold interest, Tenant agrees to furnish to Landlord an executed copy of the sublease, sale, transfer, or assignment agreement(s) with all amendments and riders within ten (10) days of execution thereof; provided that in no event shall such sublease, sale, transfer or assignment be effective unless the assignee thereof unconditionally assumes all obligations of Tenant under this Lease. In the event that any administrative fee, transfer fee or similar fee is paid to Tenant in connection with any such assignment or sublease, whether or not included in the assignment or sublease agreement itself, all such fees shall be disclosed to and paid over to Landlord as Additional Rent, and in the case of a sublease, if the rental rate for such sublease is greater than that which Tenant is obligated to pay hereunder, then Tenant shall remit to Landlord, as Additional Rent, the entire amount of any such excess each month. Finally, in the event of any assignment or subletting, it is understood and agreed that all rentals paid to Tenant by an assignee or sublessee shall be received by Tenant in trust for Landlord, to be forwarded immediately to Landlord (to be applied as a credit and offset to Tenant's rent obligations hereunder).

SECTION TWENTY THREE. SUBORDINATION.

This Lease and the rights of Tenant hereunder are and shall be subject and subordinate at all times to any ground lease, mortgage, deed of trust, or other lien created by Landlord, whether now existing or hereafter arising upon the Premises, and to all amendments, modifications, renewals, extensions, consolidations and replacements thereof, and to all advances made or hereafter to be made upon the security thereof (collectively, an "Encumbrance"). Notwithstanding anything to the contrary contained herein, any holder of such an Encumbrance (a "Holder") may subordinate, in whole or in part, such Encumbrance to this Lease on such terms and subject to such conditions as such Holder may deem appropriate in its discretion without joinder of Tenant by sending Tenant notice in writing. Tenant agrees within five (5) days of request by Landlord or any Holder to execute and deliver to Landlord or such Holder such further instruments, in form and content acceptable to the requesting party, consenting to or confirming the subordination of this Lease to any Encumbrance now existing

or hereafter placed upon the Premises or any part thereof, or attorning to such Holder, and containing such other provisions, as Landlord or such Holder may request. Tenant shall, in the event of the sale or assignment of Landlord's interest in the Premises, or in the event of any proceedings brought for the foreclosure of, or in the event of exercise of the power of sale under, any mortgage or deed of trust made by Landlord covering the Premises, attorn to the purchaser and recognize the purchaser as Landlord under this Lease. The subordination and attornment set forth in this Section are self-operative and no further instrument of subordination and/or attornment will be necessary unless required by Landlord or the holder of a mortgage or deed of trust. Further, Tenant shall execute and deliver to Landlord and any Landlord's lender, within ten (10) business days after Landlord's written request therefor, an SNDA or other subordination, no disturbance and attornment agreement substantially in the form of Exhibit "C" hereto. In the event that the lender, mortgagee, beneficiary, or any other person, acquires title to the Premises pursuant to the exercise of any remedy provided for in the Mortgage, this Lease shall not be terminated or affected by said foreclosure or sale, or any such proceeding, and the lender, mortgagee or beneficiary shall agree that any sale of the Premises pursuant to the exercise of any rights and remedies under the Mortgage, shall be made subject to this Lease and the rights of the Tenant hereunder and Tenant's rights arising out of this Lease shall not be enlarged, affected or disturbed. Tenant agrees to attorn to the lender, beneficiary or such other person as its new landlord, and this Lease shall continue in full force and effect as a direct lease between Tenant and Lender, mortgagee, beneficiary or such other person, upon all the terms, covenants, and agreements set forth in this Lease. The parties hereto agree to execute or obtain execution of such reasonable documents as may be necessary to effectuate such subordination, non-disturbance, and attornment.

SECTION TWENTY FOUR. COVENANT OF TITLE AND QUIET ENJOYMENT.

Subject to the rights of mortgagees and matters of record, Landlord hereby covenants and agrees that so long as Tenant has performed and observed all terms, conditions, covenants or obligations required under this Lease, Tenant shall have quiet enjoyment of the Premises and all appurtenances thereto. Tenant hereby acknowledges and agrees that this covenant and any and all other covenants of Landlord contained in this Lease shall be binding upon Landlord and its successors only with respect to breaches occurring during the ownership of Landlord's interest hereunder.

SECTION TWENTY FIVE. DEFAULT.

Any of the following events or occurrences shall constitute a material breach of this Lease by Tenant and, after the expiration of any applicable grace period, shall constitute an event of default (each an "Event of Default"):

- (a) The failure by Tenant to pay any amount in full when it is due under the Lease;

- (b) The failure by Tenant to perform any obligation under this Lease, which by its nature Tenant has no capacity to cure; and such performance is deemed an immediate and automatic default under the Lease;
- (c) The failure by Tenant to perform any other obligation under this Lease, if the failure has continued for a period of ten (10) days after Landlord demands in writing that Tenant cure the failure. If, however, by its nature the failure cannot be cured within ten (10) days, Tenant may have a longer period as is necessary to cure the failure, but this is conditioned upon Tenant's promptly commencing to cure within the ten (10) day period and thereafter diligently completing the cure (not to exceed ninety (90) days). Tenant shall indemnify and defend Landlord against any liability, claim, damage, loss, or penalty that may be threatened or may in fact arise from that failure during the period the failure is uncured;
- (d) Any of the following: A general assignment by Tenant for the benefit of Tenant's creditors; any voluntary filing, petition, or application by Tenant under any law relating to insolvency or bankruptcy, whether for a declaration of bankruptcy, a reorganization, an arrangement, or otherwise; the abandonment, vacation, or surrender of the Premises by Tenant without Landlord's prior written consent; or the dispossession of Tenant from the Premises (other than by Landlord) by process of law or otherwise;
- (e) The appointment of a trustee or receiver to take possession of all or substantially all of Tenant's assets; or the attachment, execution or other judicial seizure of all or substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease, unless the appointment or attachment, execution, or seizure is discharged within thirty (30) days; or the involuntary filing against Tenant, or any general partner of Tenant if Tenant is a partnership, of (i) a petition to have Tenant, or any partner of Tenant if Tenant is a partnership, declared bankrupt, or (ii) a petition for reorganization or arrangement of Tenant under any law relating to insolvency or bankruptcy, unless, in the case of any involuntary filing, it is dismissed within sixty (60) days;
- (f) The abandonment of the Premises by Tenant; or
- (g) A default occurs under the Guaranty, or any Guarantor files bankruptcy, dissolves or dies.

SECTION TWENTY SIX. LANDLORD REMEDIES.

Upon the occurrence of an Event of Default, Landlord, in addition to any other rights or remedies available to Landlord at law or in equity, shall have the right to

- (a) terminate this Lease and all rights of Tenant under this Lease by giving Tenant written notice that this Lease is terminated, in which case Landlord may recover from Tenant the aggregate sum of (i) the worth at the time of award of any unpaid rent that had been earned at the time of termination; (ii) the worth at the time of award of the amount by which (A) the unpaid rent that would have been earned after termination until the time of award exceeds (B) the amount

of the rental loss, if any, that could have been reasonably avoided; (iii) the worth at the time of award of the amount by which (A) the unpaid rent for the balance of the term after the time of award exceeds (B) the amount of rental loss, if any, that could be reasonably avoided; (iv) any other amount necessary to compensate Landlord for all the detriment caused by Tenant's failure to perform Tenant's obligations or that, in the ordinary course of things, would be likely to result from Tenant's failure; and (v) all other amounts in addition to or in lieu of those previously set out as may be permitted from time to time by applicable Tennessee law.

As used in clauses (i) and (ii) of Section 26(a), the worth at the time of award is computed by allowing interest at the rate of ten percent (10%) per annum. As used in clause (iii) of Section 23(a), the worth at the time of award is computed by discounting that amount at the discount rate of the Federal Reserve Bank at the time of award plus one percent (1%). As used in this Section, the term rent shall include Minimum Monthly Rent and any other payments required by Tenant under this Lease.

(b) continue this Lease, and from time to time, without terminating this Lease, either (i) recover all rent and other amounts payable as they become due; or (ii) relet the Premises or any part on behalf of Tenant on terms and at the rent that Landlord, in Landlord's sole discretion, may deem advisable, all with the right to make alterations and repairs to the Premises, at Tenant's cost, and apply the proceeds of reletting to the rent and other amounts payable by Tenant. To the extent that the rent and other amounts payable by Tenant under this Lease exceed the amount of the proceeds from reletting, the Landlord may recover the excess from Tenant as and when due.

(c) Upon the occurrence of an Event of Default, Landlord shall also have the right, with or without terminating this Lease, to re-enter the Premises and remove all persons and property from the Premises. Landlord may store the property removed from the Premises in a public warehouse or elsewhere at the expense and for the account of Tenant.

(d) None of the following remedial actions, alone or in combination, shall be construed as an election by Landlord to terminate this Lease unless Landlord has in fact given Tenant written notice that this Lease is terminated or unless a court of competent jurisdiction decrees termination of this Lease: any act by Landlord to maintain or preserve the Premises; any efforts by Landlord to relet the Premises; any re-entry, repossession, or reletting of the Premises; or any re-entry, repossession, or reletting of the Premises by Landlord pursuant to this Section. If Landlord takes any of the previous remedial actions without terminating this Lease, Landlord may nevertheless at any later time terminate this Lease by written notice to Tenant.

(e) If Landlord relets the Premises, Landlord shall apply the revenue from the reletting as follows: first, to the payment of any indebtedness other than rent due from Tenant to Landlord; second, to the payment of any cost of reletting, including without limitation finder's fees and leasing commissions; third, to the payment of the cost of any maintenance and repairs to the Premises; and fourth, to the payment of rent and other amounts due and unpaid under this Lease. Landlord shall hold and apply the residue, if any, to payment of future amounts

payable under this Lease as the same may become due and shall be entitled to retain the eventual balance with no liability to Tenant. If the revenue from reletting during any month, after application pursuant to the previous provisions, is less than the sum of (i) Landlord's expenditures for the Premises during that month and (ii) the amounts due from Tenant during that month, Tenant shall pay the deficiency to Landlord with the applicable time period as provided under the applicable Lease subsection upon demand.

(f) After the occurrence of an Event of Default, Landlord, in addition to or in lieu of exercising other remedies, may, but without any obligation to do so, cure the breach underlying the Event of Default for the account and at the expense of Tenant. Tenant shall, upon demand, immediately reimburse Landlord for all costs, including costs of settlements, defense, court costs, and attorney's fees, that Landlord may incur in the course of any cure.

(g) No security or guaranty for the performance of Tenant's obligations that Landlord may now or later hold shall in any way constitute a bar or defense to any action initiated by Landlord for unlawful detainer or for the recovery of the Premises, for enforcement of any obligation of Tenant, or for the recovery of damages caused by a breach of this Lease by Tenant or by an Event of Default.

(h) The exercise by Landlord of any one or more of the rights and remedies provided in this Lease shall not prevent the subsequent exercise by Landlord of any one or more of the other rights and remedies herein provided. All remedies provided for in this Lease are cumulative and may, at the election of Landlord, be exercised alternatively, successively, or in any other manner and are in addition to any other rights provided for or allowed by law or in equity. Landlord shall have an affirmative obligation to mitigate its damages hereunder; provided that Landlord and Tenant agree that any such duty to attempt to mitigate shall be satisfied and Landlord shall be conclusively deemed to have used objectively fair and reasonable efforts to relet the Premises by (i) advising Landlord's leasing staff of the availability of the Premises and (ii) engaging a commercial real estate agent to attempt to relet the Premises; provided further that in all events Landlord may refuse to relet the Premises if the proposed use or quality of any prospective tenant's operation or financial standing is not then appropriate for the Premises or if Landlord determines that the proposed rent is below market, nor shall Landlord be obligated to give preference to reletting the Premises over other vacant space.

SECTION TWENTY SEVEN. LATE CHARGE.

Tenant acknowledges that Tenant's failure to pay any installment of the Minimum Monthly Rent or any other amounts due under this Lease as and when due may cause Landlord to incur costs not contemplated by Landlord when entering into this Lease, the exact nature and amount of which would be extremely difficult and impracticable to ascertain. Accordingly, if any installment of the Minimum Monthly Rent or any other amount due under the Lease is not received by Landlord as and when due, then, without any notice to Tenant, Tenant shall pay to Landlord an amount equal to five percent (5%) of the past due amount, which the parties agree

represents a fair and reasonable estimate of the costs incurred by Landlord as a result of the late payment by Tenant.

SECTION TWENTY EIGHT. DEFAULT INTEREST.

Unless otherwise specified herein, If Tenant fails to pay any amount due under this Lease as and when due, that amount shall bear interest at the maximum rate then allowable by law from the due date until paid.

SECTION TWENTY NINE. WAIVER OF BREACH.

Any express or implied waiver of a breach of any term of this Lease shall not constitute a waiver of any further breach of the same or other term of this Lease; and the acceptance of rent shall not constitute a waiver of any breach of any term of this Lease, except as to the payment of rent accepted.

SECTION THIRTY. ESTOPPEL CERTIFICATES.

At any time, with at least fifteen (15) days' prior notice by Landlord, landlord shall deliver, and Tenant shall execute, acknowledge, and return to Landlord a certificate in form attached hereto as Exhibit "D". Any certificate may be relied on by prospective purchasers, mortgagees, or beneficiaries under any deed of trust on the Premises or any part of it.

SECTION THIRTY TWO. SALE OR ASSIGNMENT BY LANDLORD.

Landlord shall have the right to transfer, sell and/or assign, in whole or in part, all of its rights and obligations hereunder and in the Premises, and, in such event, Landlord shall be and is hereby entirely released of all liability under any and all of its covenants and obligations contained in or derived from this Lease arising out of any act, occurrence or omission occurring on or after the consummation of such sale, and the purchaser at such sale or any subsequent sale, or the assignee of such assignment or any subsequent assignment, shall be deemed, without any further agreement between the parties or their successors in interest or between the parties and any such purchaser or assignee, to have assumed and agreed to carry out any and all of the covenants and obligations of Landlord under this Lease, and Tenant shall look solely to such successor in interest of Landlord for the performance of such covenants and obligations.

SECTION THIRTY-TWO. ATTORNEYS' FEES.

If any action at law or in equity is brought to recover any rent or other sums under this Lease, or for or on account of any breach of or to enforce or interpret any of the covenants, terms, or conditions of this Lease, or for the recovery of the possession of the Premises, the prevailing

party shall be entitled to recover from the other party as part of prevailing party's costs reasonable attorney's fees, the amount of which shall be fixed by the court and shall be made a part of any judgment rendered.

SECTION THIRTY-THREE. SECURITY DEPOSIT.

Upon delivery of possession of the Premises to Tenant, Tenant shall deposit with Landlord the sum of **one month's estimated Minimum Monthly Rent** as a security deposit securing the performance of Tenant's obligations under this Lease. Upon the occurrence of a default hereunder by Tenant, Landlord may, from time to time, without prejudice to any other remedy, use the Security Deposit to the extent necessary to make good any arrears of Minimum Rent and/or Additional Rent, including, but not limited to, the cost of any damage, injury, expense, or liability caused by any default by Tenant hereunder. Any remaining balance of the Security Deposit shall be returned by Landlord to Tenant within a reasonable period of time after the termination or expiration of this Lease and the satisfaction of Tenant's obligations hereunder. The Security Deposit shall not be considered an advance payment of rental or a measure of Landlord's damages in case of default by Tenant. Tenant shall not be entitled to receive and shall not receive any interest on the Security Deposit, and Landlord may commingle the same with other monies of Landlord. In the event Landlord applies the Security Deposit or any portion thereof to the payment of any sum described above and this Lease is not terminated, Tenant shall immediately deposit with Landlord an amount of money equal to the amount so applied and such amount shall be deemed to be part of the Security Deposit. In the event of a sale or transfer of Landlord's interest in the Premises or all or any portion of the Premises, Landlord shall have the right to transfer the Security Deposit to the purchaser or lessor, as the case may be, and upon any such transfer Landlord shall be relieved of all liability to Tenant for the return of the Security Deposit, and Tenant shall look solely to the new owner or lessor for the return of the Security Deposit.

SECTION THIRTY-FOUR. AUTHORITY.

If Tenant is a corporation, trust, or general or limited partnership, all individuals executing this Lease on behalf of that entity represent that they are authorized to execute and deliver this Lease on behalf of that entity. If Tenant is a corporation, trust, or partnership, Tenant shall, prior to the execution of this Lease, deliver to Landlord evidence of that authority and evidence of due formation, all satisfactory to Landlord. If Tenant is a partnership, Tenant shall furnish Landlord with a copy of Tenant's partnership agreement and with a certificate from Tenant's attorney, stating that the partnership agreement constitutes a correct copy of the existing partnership agreement of Tenant.

SECTION THIRTY-FIVE. NOTICES.

Except as otherwise expressly provided by law, all notices or other communications required or permitted by this **Lease** or by law to be served on or given to either party to this **Lease** by the other party shall be in writing and shall be deemed served when personally delivered to the party to whom they are directed, or in lieu of the personal service, upon deposit in the United

States Mail, certified or registered mail, return receipt requested, postage prepaid, or by express mail or courier service (e.g. FedEx), addressed to the receiving party at:

IF TO LANDLORD:

ADP – Millcreek 3 LLC
2100 W. Pleasant Grove Blvd.,
Unit 200 Pleasant Grove, UT
84062

IF TO TENANT

SARC by HSI: Pine Bluff, AR Inc.
The Crescent
100 Crescent Court
7th Floor
Dallas, TX 75201

IF TO HOLDCO

Holdco Guaranty

Healthcare Solutions Management Group, Inc.

3 School St

Suite 303

Glen Cove, NY 11542

With a Copy to:

ADP – Millcreek 3 LLC
2100 W. Pleasant Grove Blvd.,
Unit 200 Pleasant Grove, UT., 84062

Either party, Tenant or Landlord, may change the address for this Section by giving written notice of the change to the other party in the manner provided in this Section.

SECTION THIRTY-SIX. HEIRS AND SUCCESSORS.

This Lease shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of Landlord and Tenant.

SECTION THIRTY-SEVEN. PARTIAL INVALIDITY.

Should any provision of this Lease be held by a court of competent jurisdiction to be either invalid or unenforceable, the remaining provisions of this Lease shall remain in effect, unimpaired by the holding.

SECTION THIRTY-EIGHT. ENTIRE AGREEMENT.

This instrument constitutes the sole agreement between Landlord and Tenant respecting the Premises, the leasing of the Premises to Tenant, and the specified lease term, and correctly sets

forth the obligations of Landlord and Tenant. Any agreement or representations respecting the Premises or their leasing by Landlord to Tenant not expressly set forth in this instrument are void.

SECTION THIRTY-NINE. TIME IS OF THE ESSENCE.

Time is of the essence of this Lease and each and all of its provisions in which performance is a factor.

SECTION FORTY. BROKERAGE.

Landlord and Tenant each warrant that it has had no dealings with any broker or agent about this Lease, other than N/A representing Tenant and N/A representing Landlord and covenants to pay, hold harmless and indemnify the other from and against all cost, expense, or liability for any compensation, commissions and charges claimed by any other broker or other agent with respect to this Lease or the negotiations thereof.

SECTION FORTY-ONE. RENT.

All monetary obligations of Tenant to Landlord under the Lease, including but not limited to the Minimum Monthly Rent shall be deemed rent.

SECTION FORTY-TWO. AMENDMENTS.

This Lease may be modified only in writing and only if signed by the parties at the time of the modification.

SECTION FORTY-THREE. GUARANTY.

As a condition to the effectiveness of this Lease, the obligations of Tenant under this Lease shall be guaranteed by (i) SARC by HSI: Pine Bluff, AR Inc., a (hereinafter "SARC" or collectively "Tenant" with Healthcare Solutions Management Group, Inc., ("Guarantor"), Guarantor pursuant to a guaranty in form attached hereto as Exhibit "E" ("Guaranty").

SECTION FORTY-FOUR. MERGER

The voluntary or other surrender of this Lease by Tenant, or a mutual cancellation of the Lease, or a termination by Landlord, shall not work a merger, and shall, at the option of Landlord, terminate all or any existing sub tenancies or may, at the option of Landlord, operate as an assignment to a Landlord of any of the sub tenancies.

SECTION FORTY-FIVE. FINANCIAL REPORTING.

Tenant shall submit to Landlord within sixty (60) days following the end of each calendar year during the Term and otherwise upon Landlord's reasonable request (not more than twice during any calendar year), Tenant shall deliver to Landlord complete financial statements satisfactory to Landlord in form and content (i) covering the preceding twelve (12) months and any other financial information requested by Landlord and/or Landlord's lender, including, without limitation, a profit and loss statement and balance sheet for Tenant and/or consolidated versions of the same from Tenant's parent company. Such statements shall be prepared in accordance with generally accepted accounting principles and, if such is the normal practice of Tenant, shall be audited by an independent certified public accountant or otherwise certified by Tenant. Landlord will agree to execute a commercially reasonable NDA unless the information comes from a public company.

SECTION FORTY-SIX. LIABILITY OF LANDLORD.

In no event shall Landlord be in default hereunder unless it has failed to cure such default within thirty (30) days after written notice (or if more than thirty (30) days shall be required because of the nature of the default, if Landlord shall fail to proceed diligently to cure such default after written notice); provided that in any event: (i) Tenant shall have no right to offset or abate rent in the event of any default by Landlord under this Lease, except to the extent offset rights are specifically provided to Tenant in this Lease; (ii) Tenant shall have no right to terminate this Lease; and (iii) Tenant's rights and remedies hereunder shall be limited to the extent (A) Tenant has expressly waived in this Lease any of such rights or remedies and/or (B) this Lease otherwise expressly limits Tenant's rights or remedies. It is expressly understood and agreed that any money judgment resulting from any default or other claim arising under this Lease shall be satisfied only out of Landlord's interest in the Premises, and no other real, personal or mixed property of Landlord (the term "Landlord" for purposes of this Section only shall mean any and all partners, both general and/or limited, officers, directors, shareholders and beneficiaries, if any, who comprise Landlord), wherever situated, shall be subject to levy on any judgment obtained against Landlord. Tenant hereby waives, to the extent waivable under law, any right to satisfy a money judgment against Landlord except from Landlord's interest in the Premises. If such interest is not sufficient for the payment of such judgment, Tenant will not institute any further action, suit, claim or demand, in law or in equity, against Landlord for or on the account of such deficiency. Notwithstanding anything herein contained to the contrary, Tenant hereby waives, to the extent waivable under law, any right to specific performance in the event of Landlord's default referred to herein, and Tenant expressly agrees that except as provided in the immediately following sentence, Tenant's remedy shall be limited to the monetary damages referred to in this Section. Notwithstanding the foregoing, in the event of failure by Landlord to give any consent, as provided in this Lease, Tenant's sole remedy shall be an action for specific performance at law, but in no event shall Landlord be responsible in monetary damages for failure to give such consent. Under no circumstances whatsoever shall Landlord ever be liable hereunder for consequential, punitive or special damages.

**SECTION FORTY-SEVEN. CHOICE OF LAW/VENUE; WAIVER OF TRIAL BY JURY;
COUNTERCLAIMS.**

This Agreement shall be governed by and construed according to the laws of the State of Tennessee, without giving effect to its choice of law principles. The parties agree that all actions and proceedings arising out of or relating directly or indirectly to this Agreement or any ancillary agreement or any other related obligations shall be litigated solely and exclusively in the state or federal courts located in Davidson County Nashville Tennessee and that such courts are convenient forums. Each party hereby submits to the personal jurisdiction of such courts for purposes of any such actions or proceedings. To the extent permitted by applicable law, the parties hereto shall and they hereby do waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other on any matters whatsoever arising out of or in any way connected with this Lease, the relationship of landlord and tenant, Tenant's use or occupancy of the Premises and/or any claim of injury or damage. In the event Landlord commences any proceedings for nonpayment of rent or any other amounts payable hereunder, Tenant shall not interpose any counterclaim of whatever nature or description in any such proceeding, unless the failure to raise the same would constitute a waiver thereof. This shall not, however, be construed as a waiver of Tenant's right to assert such claims in any separate action brought by Tenant.

SECTION FORTY-EIGHT. COOPERATION.

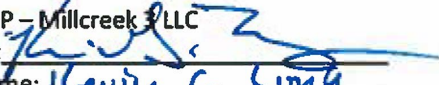
Each Party agrees to cooperate fully with the other Party and to execute and deliver such further documents, certificates, agreements, and instruments and to take such other actions as may be reasonably requested by the other Party to evidence or reflect the Contemplated Transactions and to carry out the intent and purposes of this Agreement. The Tenant agrees, if requested by Landlord, to fully cooperate and adjust for clerical and scrivener's errors, on all documents related to this Lease and the underlying Guaranty, if deemed necessary or desirable in the reasonable discretion of Landlord.

SECTION FORTY-NINE. ACQUISITION CONTINGENCY.

Tenant acknowledges that Landlord does not currently own the Premises and that this Lease and Landlord's obligations hereunder are strictly contingent upon Landlord acquiring fee simple ownership of the Premises on or before 10/1/19 (the "Acquisition Deadline") on terms satisfactory to Landlord in its sole and absolute discretion, the foregoing being "Landlord's Acquisition Contingency". In the event Landlord has not satisfied Landlord's Acquisition Contingency on or before Acquisition Deadline, then both Landlord and Tenant shall have the right to terminate this Lease upon written notice to the other at any time prior to Landlord's acquisition of the Premises.


IN WITNESS WHEREOF, the parties have executed, or if a corporation, caused its duly authorized officers to execute this Lease as of the Lease Date.

LANDLORD:

ADP - Millcreek LLC
By: 
Name: Kevin C. Long
Title: manager
Date: 2-11-20

TENANT:

SARC BY HSI: PINE BLUFF, AR INC.

By: 
Name: Jonathan Loutzenhiser
Title: VP
Date: 02/10/20

HOLDCO:

Healthcare Solutions Management Group, Inc.


By: 
Name: Justin Smith
Title: Chairman of the Board
Date: 02/10/20

Exhibit "A"

LEGAL DESCRIPTION

7200 S Hazel St., Pine Bluff, AR 71603

Part of the SE 1/4 of the SE 1/4 of Section 32, Township 6 South, Range 9 West, of the 5th P.M., Jefferson County, Arkansas, more particularly described as follows: Commencing at the Southeast corner of said SE 1/4 of the SE 1/4, thence South 89°21'18" West 40.00 feet to the point of beginning; thence North 00°42'17" West 340.00 feet; thence South 89°26'11" West 440.00 feet; thence South 00°42'18" East 340.00 feet to the South line of said SE 1/4 of the SE 1/4; thence North 89°34'26" East 164.54 feet along said South line; thence North 89°21'18" East 275.46 feet along said South line to the point of beginning.

And

Part of the SE 1/4 of the SE 1/4 of Section 32, Township 6 South, Range 9 West, of the 5th P.M., Jefferson County, Arkansas, more particularly described as follows: Commencing at the Southeast corner of Section 32, Township 6 South, Range 9 West, thence South 89°20'45" West, along the South line of Section 315.46 feet to the Northwest corner of Section 4, Township 7 South, Range 9 West; thence South 89°30'15" West, along said Section 32 South line, 164.51 feet to the Southwest corner of Arkansas Cancer Institute and the Point of Beginning of a 6 course boundary, as follows: thence continue South 89°30'15" West along said Section 32 South line 100.0 feet; thence North 00°46'10" West 389.77 feet; thence North 89°22'10" East 540.0 feet to the West right of way line of South Hazel Street; thence South 00°45'55" East, along the said West right of way, 50.0 feet to the Northeast corner of Arkansas Cancer Institute; thence South 89°22'10" West, along said Institute's North line, 440.0 feet to the Northwest corner of said Institute; thence South 00°46'15" East, along the West line of said Institute, 340.0 feet to the point of beginning.

EXHIBIT "B"
SCOPE OF WORK

The project will be a 100% build to suit per the final approved construction plans as agreed by Landlord and Tenant.

EXHIBIT C

[FORM OF SNDA]

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

*

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT (“**Agreement**”) is made as of the _____ of the *, between * (“**Landlord**”), * (“**Tenant**”), and * (“**Lender**”).

RECITALS:

- A. Tenant is the holder of a leasehold interest in that certain real property together with all easements, rights and appurtenances thereto located in the County(ies) of *, State of *, as legally described on **Schedule A**, attached hereto and incorporated herein by this reference (“**Leased Premises**”) pursuant to that certain Lease, dated as of * between Landlord, as landlord, and Tenant, as tenant. The Lease as amended from time to time shall hereinafter be referred to as the “**Lease**”; and
- B. Lender has made or has agreed to make a loan to Landlord in the original principal amount of \$*, which loan shall be secured by that certain mortgage encumbering all the Leased Premises dated as of *, and recorded, in the official records of * County(ies), State of * (“**Mortgage**”); and
- C. The parties desire to subordinate the Lease to the Mortgage and to establish certain rights of quiet and peaceful possession to the Leased Premises for Tenant’s benefit together with certain obligations of attornment, all in the manner hereafter provided.

The foregoing recitals are incorporated into and made an integral part of this Agreement.

AGREEMENT:

NOW, THEREFORE, in consideration of the Leased Premises and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, it is mutually agreed among the parties as follows:

1. SUBORDINATION. Subject to the terms and conditions set forth in this Agreement, the Tenant

agrees that the Lease is and shall at all times be subject to and subordinate to the lien, terms and conditions of the Mortgage and to any renewals, modifications, consolidations and extensions of the Mortgage, and all advances made thereunder.

2. NON-DISTURBANCE. So long as Tenant is not then currently in default, Lender agrees that (a) Tenant will not be made a party in any action or proceeding to foreclose the Mortgage or to remove or evict Landlord from the Leased Premises except to the extent required under applicable law in order for Lender to avail itself of and complete the foreclosure or other remedy; (b) Tenant will not be evicted or removed from the Leased Premises nor will its possession or right to possession of the Leased Premises, or any of its rights and remedies under the Lease be terminated, diminished, affected, impaired or disturbed or in any way interfered with by any action taken by Lender to enforce any rights or remedies under the Mortgage; and (c) Lender, upon succeeding to Landlord's interest in the Leased Premises, will recognize all provisions of the Lease and Tenant as its direct tenant under the Lease for the term thereof (including any and all extensions or renewals thereof effected in accordance with any option therefor in the Lease), and, subject to the limitations of liability herein contained, will be bound by and perform all of the obligations of Landlord set forth in the Lease as if said person were named therein as the landlord thereunder; provided, however, that Lender shall not be: (i) personally liable for the payment of any sum arising under or with respect to the Lease prior to the date Lender acquires Landlord's interest in the Leased Premises, which sum it is Landlord's obligation to pay, provided, however, that the foregoing shall not in any event prevent recourse by the Tenant against all or any part of Lender's right, title and interest in and to the Leased Premises or any part thereof (including, without limitation, Lender's right, title and interest in and to the rents and other income or revenue receivable from the Leased Premises or any part thereof, or the consideration receivable from the sale or other disposition, including a condemnation, of all or any part of the Leased Premises or from any fire or other casualty affecting all or any of the improvements located on the Leased Premises); (ii) obligated to cure any default of any prior landlord (including Landlord) under the Lease which occurred prior to the date Lender acquires Landlord's interest in the Leased Premises unless such default is of a continuing nature and has not been cured prior to Lender acquiring Landlord's interest in the Leased Premises, and provided that the foregoing shall not be deemed to constitute a waiver of any other rights or remedies of Tenant under the Lease including, without limitation, any right of offset against rent or any right of termination; (iii) subject to any right of offset against rent for any event of which Lender has not received written notice from Tenant pursuant to this Agreement; (iv) bound by any payment of rent or other amount by Tenant to any prior landlord (including Landlord) more than thirty (30) days in advance of the due date under the Lease; except to the extent said payment is required by the terms, covenants, conditions or agreements contained in the Lease; (v) personally liable for any warranties of any nature whatsoever; (vi) personally liable for construction or completion of any improvements for Tenant's use and occupancy; or (viii) personally liable for any claims, offsets or defenses which Tenant might have against Landlord.

In the event that the Lender or any other person acquires title to the Leased Premises

pursuant to the exercise of any remedy provided for in the Mortgage or under the law of the state where the Leased Premises is located, the Lease shall not be terminated or affected by said foreclosure or sale resulting from any such proceeding and the Lender covenants that any sale by it of the Leased Premises pursuant to the exercise of any rights and remedies under the Mortgage or otherwise, shall include the assumption of the Lease and the obligations of the Landlord thereunder subject to the restrictions set forth herein.

3. ATTORNTMENT. Tenant agrees that, if the interest of Landlord in the Leased Premises shall be transferred to and owned by Lender by reason of foreclosure or other proceeding brought by it under any present or future lien against Landlord's interest in the Leased Premises, or by any other manner, Tenant shall be bound to the Lender under all of the terms, covenants, conditions and agreements set forth in the Lease for the balance of the term thereof remaining (including any and all extensions or renewals thereof effected in accordance with any option therefor in the Lease) with the same force and effect as if Lender were named therein as the landlord thereunder, and Tenant does agree to attorn to Lender as its landlord thereunder so as to establish direct privity of estate and contract between Lender and Tenant, said attornment to be effective and self-operative without the execution of any further instrument on the part of either of the parties hereto immediately upon Lender succeeding to the interest of Landlord in the Leased Premises. The parties acknowledge and agree that the Mortgage provides that, under certain circumstances, Lender shall be entitled to collect, receive and demand payment of all or any part of the rent and other sums due and payable to Landlord under the Lease to Lender. The parties agree that: (a) Tenant shall be under no obligation to pay rent or any other sums due and payable to Landlord under the Lease to Lender until such time as Tenant receives written notice from Lender demanding payment of said amounts to Lender; (b) Tenant shall be entitled to rely on any such written notice from Lender and shall not incur any liability to Landlord as a result of such reliance notwithstanding the existence of any dispute between Landlord and Lender with respect to the existence of any default or the satisfaction of any condition under the Mortgage or any other document executed in connection with the transaction which is the subject of the Mortgage which would entitle Lender to collect, receive or demand payment of said amounts from Tenant; and (c) all of Lender's rights described in this sentence shall be subject to all of Tenant's rights and remedies set forth in the Lease including, without limitation, the right of offset against rent.

There shall be no merger of the fee estate in the Leased Premises and the leasehold estate in the Lease by reason of the fact that the leasehold estate in the Lease may be held, directly or indirectly, by or for the account of any person or entity who shall own the fee estate in the Leased Premises.

Tenant recognizes the Mortgage and, and that in the case of any such conveyance either the Mortgage will be paid, or the conveyance shall be made subject to the lien of the Mortgage.

Mortgagee shall be named as an additional insured under the Tenants liability insurance

policies with coverage in the amount of * Dollars (\$*) and as a mortgagee/loss payee under all property insurance policies covering the Leased Premises.

4. Lender's Option to Cure. Tenant agrees to provide Lender with a copy of any written notice of default given to Landlord pursuant to the Lease. Tenant shall not terminate the Lease unless Tenant has sent a copy of the notice of default to Lender and Lender has not rectified the particulars specified in such notice of default within the time period allowed Landlord in the Lease.
5. DEFINITIONS. For the purpose of this Agreement: (a) the term "foreclosure" shall be deemed to include the acquisition of Landlord's interest in the Leased Premises by foreclosure or pursuant to the exercise of any power of sale contained in the Mortgage, or by deed (or assignment) given in lieu of, or in anticipation of, foreclosure or the exercise of any such power of sale, or by any other means whatsoever, and (b) the term "Lender" shall be deemed to include anyone who succeeds to Landlord's interest in the Leased Premises pursuant to the Mortgage including, without limitation, any purchaser at foreclosure or pursuant to the exercise of any power of sale contained in the Mortgage, or any grantee of a deed (or assignment) given in lieu of, or in anticipation of, foreclosure or the exercise of any such power of sale.
6. NOTICES. All notices given pursuant to this Agreement shall be in writing and shall be given by personal delivery, by United States registered or certified mail, or by United States express mail or other established express delivery service (such as Federal Express), postage or delivery charge prepaid, return receipt requested, addressed to the appropriate party at the address set forth above.

The person and address to which notices are to be given may be changed at any time by any party upon written notice to the other party. All notices given pursuant to this Agreement shall be deemed given upon receipt. For the purpose of this Agreement, the term "receipt" shall mean any of the following: (a) the date of delivery of the notice or other document as shown on the return receipt; (b) the date of actual receipt of the notice or other document by the person or entity specified pursuant to this section; or (c) in the case of refusal to accept delivery or inability to deliver the notice or other document, the earlier of: (i) the date of the attempted delivery or refusal to accept delivery; (ii) the date of the postmark on the return receipt; or (iii) the date of receipt of notice of refusal or notice of non-delivery by the sending party.

7. ATTORNEYS' FEES. If any litigation is commenced between the parties hereto concerning this Agreement or the rights or obligations of any party in relation thereto, the prevailing party in such litigation shall be entitled, in addition to such other relief as may be granted, to a reasonable sum for its attorney's fees in such litigation (including any appeal thereof), which sum shall be determined by the court in such litigation or in a separate action brought for that purpose.

8. **SUCCESSORS AND ASSIGNS.** This Agreement shall bind and inure to the benefit of the parties hereto, their heirs, personal representatives, successors and assigns, including, without limitation, the mortgagee or beneficiary under any mortgage or deed of trust on Tenant's interest in the Lease or the Leased Premises, its successors and assigns.

9. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall for all purposes be deemed to be an original and all of which together shall constitute but one and the same instrument and shall be effective upon execution of one or more of such counterparts by each of the parties hereto.

10. **MISCELLANEOUS.** If any term, covenant, condition or agreement contained in this Agreement or the application thereof to any person, firm or entity shall at any time or to any extent be deemed or found to be invalid or unenforceable by operation of law, judicial proceedings or otherwise, the remainder of this Agreement or the application of such term, covenant, condition or provision to persons or entities or to circumstances other than those as to which it is held invalid or unenforceable shall not be affected, and each remaining term, covenant, condition or provision of this Agreement or the application thereof shall be valid and enforced to the fullest extent permitted by law. This Agreement contains the entire agreement between the parties and supersedes all prior agreements, oral or written, with respect to the subject matter hereof. This Agreement may not be modified in any manner whatsoever except by an instrument in writing signed by each of the parties hereto. In construing the provisions of this Agreement and whenever the context so requires, the use of a gender shall include all other genders, the use of the singular shall include the plural, and the use of the plural shall include the singular. This Agreement shall be promptly recorded in the official land records of the county in which the Leased Premises is located. The original recorded Agreement shall be sent to Tenant. Lender shall receive a copy of the recorded Agreement.

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EXHIBIT "D"

[FORM OF TENANT ESTOPPEL]

TENANT ESTOPPEL

The undersigned, *, (individually, and collectively the "Tenant"), whose address is * represents and certifies as follows:

1. The Tenant under that certain * Lease dated * (the "Lease") by and between the Tenant and * (the "Landlord") whose address is *, covering the property commonly known as * and described therein (collectively the "Demised Property").
2. The Lease constitutes the only agreement, either written or oral the Tenant has with respect to the Demised Property and any right of occupancy or use thereof.
3. The Lease is in full force and effect and has not been assigned, subleased, supplemented, modified or amended, in whole or in part, except as follows: *(if none, so state)* *
4. The Tenant took possession of the Demised Property on or about * and commenced paying rent on or about *. The Tenant presently occupies the Demised Property and is paying rent on a current basis. No rent has been paid by Tenant in advance except for the monthly rental that became due on *, and a security deposit in the sum of US\$* *(if none, so state)* now held by the Landlord in accordance with the terms of the Lease.
5. The **monthly base** rental is the sum of * Dollars and * Cents (US\$*). The Landlord has not agreed to reimburse the Tenant for or to pay the Tenant's rent obligation under any other lease.
6. The Lease term commenced on *, and expires on *, and there are no options to renew except: *(if none, so state)* *
7. The Tenant is not in default of any of its obligations under the Lease, nor has there occurred any events which with the passage of time or giving of notice or both will result in any such default. To the actual knowledge of the Tenant, there are no defaults under the Lease by the Landlord, nor have any events occurred which, with the passage of time or giving of notice or both, will result in any such default. The Tenant does not presently have (nor with the passage of time or giving of notice or both will have) any offset, charge, lien, claim, termination right or defense under the Lease.

8. The Tenant has no right of first offer, right of first refusal, or option to purchase, with respect to all or any portion of the Demised Property.
9. The Tenant is aware that third parties intend to rely upon this Estoppel and the statements set forth herein and that the statements and facts set forth above shall be binding on the Tenant.

The Tenant and the persons executing this Estoppel on behalf of the Tenant have the power and authority to execute and deliver this Estoppel.

TENANT:

By: _____

Name: _____

Its: _____

HOLDCO:

By: _____

Name: _____

Its: _____

EXHIBIT "E"
COMMERCIAL LEASE GUARANTY AGREEMENT

THIS COMMERCIAL LEASE GUARANTY ("Guaranty" or "Agreement") is made by Healthcare Solutions Management Group, Inc., a publicly traded company, sometimes referred to herein as the "Guarantor", and/or collectively as the "Guarantors") in favor of ADP – Millcreek 1 LLC, and/or its assigns ("Landlord"), in connection with that certain lease dated August 29th , 2020 (the "Lease") pursuant to which Landlord is to lease to SARC by HSI: Pine Bluff, AR Inc. ("Tenant") those premises located at 7200 S Hazel St., Pine Bluff, AR 71603 (the "Demised Premises") as more particularly described in the Lease in Exhibit A. RECITALS WHEREAS, Landlord requires this Guaranty as a condition to its execution of that certain Commercial Lease and the performance of the obligations to be performed under the Lease by Landlord; and WHEREAS, Guarantors have agreed to provide this Guaranty to induce Landlord to enter into the Lease with Tenant and perform its obligations under the Lease. In consideration of Landlord's agreement to execute the Lease and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Guarantors do hereby agree jointly and severally with Landlord as follows:

1. The Lease is hereby incorporated into and made a part of this Guaranty by this reference.
2. Guarantors hereby unconditionally guarantee, as a primary obligor and not as a surety, without deduction by reason of setoff, defense or counterclaim, the full and punctual payment of all sums of rent and other amounts payable under the Lease and the full and punctual performance of all terms, covenants and conditions in the Lease to be kept, performed and/or observed by Tenant. Guarantors' obligations under this Guaranty are continuing and unconditional.
3. Guarantors hereby agree that, without the consent of or notice to any Guarantor and without affecting any of the obligations of Guarantors hereunder: (a) the Lease may be extended and any other term, covenant or condition of the Lease may be amended, compromised, released or otherwise altered by Landlord and Tenant, and Guarantors do guarantee and promise to perform all the obligations of Tenant under the Lease as so extended, amended, compromised, released or altered; (b) any guarantor of or party to the Lease may be released, substituted or added; (c) any right or remedy under the Lease may be exercised, not exercised, impaired, modified, limited, destroyed, or suspended; (d) Landlord or any other person may deal in any manner with Tenant, any guarantor, any party to the Lease or any other person; (e) Landlord may permit Tenant to holdover the Demised Premises beyond the Lease Term; and (f) all or any part of the Demised Premises or of Tenant's rights or liabilities under the Lease may be sublet, assigned or assumed. Without in any way limiting the foregoing, each Guarantor agrees not to unreasonably withhold its consent to any sublease, assignment of the Lease or other modification of the Lease which is agreed to by Landlord and Tenant. Page 38 of 42
4. Each Guarantor hereby waives and agrees not to assert: (a) any right to require Landlord to proceed against Tenant, or any other guarantor or person or to pursue any other security or remedy before proceeding against any Guarantor; (b) any defense based on the genuineness, validity, regularity or enforceability of the Lease; and (c) any right or defense arising by reason of the absence, impairment, modification, limitation, destruction or cessation (in bankruptcy, by an election of remedies, or otherwise) of the liability of Tenant, of the subrogation rights of any Guarantor or of the right of any Guarantor to proceed against Tenant for reimbursement.

5. Each Guarantor hereby waives and agrees not to assert (a) any right or defense based on the absence of any or all presentments, demands (including demands for performance), notices (including notices of any adverse change in the financial status of Tenant, notices of any other facts which increase the risk to Guarantors, notices of non-performance and notices of acceptance of this Guaranty) and protests of each and every kind and (b) any right or defense based on a lack of diligence or failure or delay by Landlord in enforcing its rights under this Guaranty or the Lease.

6. Each Guarantor hereby waives and agrees not to assert or take advantage of any right to (a) exoneration if Landlord's actions shall impair any security or collateral of any Guarantor; (b) any security or collateral held by Landlord; (c) require Landlord to proceed against or exhaust any security or collateral before proceeding against any Guarantor; (d) require Landlord to pursue any right or remedy for the benefit of any Guarantor.

7. Guarantors' obligations under this Guaranty shall in no way be affected by any bankruptcy, reorganization or insolvency of Tenant or any successor or assignee of Tenant or by any disaffirmance or abandonment of the Lease or any payment under this Guaranty by a trustee of Tenant in any bankruptcy proceeding including, without limitation, any impairment, limitation, or modification of the liability of Tenant or the estate of Tenant in bankruptcy, or of any remedy for the enforcement of Tenant's liability under the Lease resulting from the operation of any present or future provision of any federal or state bankruptcy or insolvency law or other statute or from the decision of any court. Each Guarantor shall file in any bankruptcy or other proceeding in which the filing of claims is required or permitted by law all claims which such Guarantor may have against Tenant relating to any indebtedness of Tenant to such Guarantor and will assign to Landlord all rights of such Guarantor thereunder up to and to the extent of the Guaranty. Landlord shall have the sole right to accept or reject any plan proposed in such proceeding and to take any other action which a party filing a claim is entitled to do. In all such cases, whether in administration, bankruptcy or otherwise, the person or persons authorized to pay such claim shall pay to Landlord the amount payable on such claim and, to the full extent necessary for that purpose, each Guarantor hereby assigns to Landlord all of such Guarantor's rights to any such payments or distributions to which such Guarantor would otherwise be entitled; provided, however, that such Guarantor's obligations hereunder shall not be satisfied except to the extent that Landlord receives cash by reason of any such payment or distribution. If Landlord receives anything hereunder other than cash, the same shall be held as collateral for amounts due under this Guaranty and Landlord shall take reasonable steps to maintain and preserve the collateral item(s).

8. Until all the Tenant's obligations under the Lease are fully performed, Guarantors: (a) shall have no right of subrogation or reimbursement against the Tenant by reason of any payments or acts of performance by Guarantors under this Guaranty; (b) subordinate any liability or indebtedness of the Tenant now or hereafter held by Guarantors to the obligations of the Tenant under, arising out of or related to the Lease or Tenant's use of the Demised Premises; and (c) acknowledge that the actions of Page 39 of 42 Landlord may affect or eliminate any rights of subrogation or reimbursement of Guarantors as against Tenant without any liability or recourse against Landlord.

9. INTENTIONALLY OMITTED.

10. Prior to the execution of this Guaranty and at any time during the Term of the Lease upon ten (10) business days prior written notice from Landlord, each Guarantor agrees to provide Landlord with a current financial statement for such Guarantor and financial statements for such Guarantor. Each

Guarantor's financial statements are to be prepared in accordance with generally accepted accounting principles. Each Guarantor represents and warrants that all such financial statements shall be true and correct statements of such Guarantor's financial condition.

11. The liability of Guarantors and all rights, powers and remedies of Landlord hereunder and under any other agreement now or at any time hereafter in force between Landlord and Guarantors relating to the Lease shall be cumulative and not alternative and such rights, powers and remedies shall be in addition to all rights, powers and remedies given to Landlord by law.

12. This Guaranty is binding not only on Guarantors, but also on Guarantors' heirs, , successors, and assigns. If this Guaranty is signed by more than one person, then all of the obligations of Guarantor arising hereunder shall be jointly and severally binding on each of the undersigned, and their respective heirs, , successors and assigns, and the term "Guarantor" shall mean all of such persons and each of them individually.

13. This Guaranty is for the benefit of Landlord and Landlord's successors and assigns, and in the event of an assignment of the Guaranteed Obligations, or any part thereof, the rights and benefits hereunder, to the extent applicable to the Guaranteed Obligations so assigned, may be transferred with such Guaranteed Obligations. Guarantor waives notice of any transfer or assignment of the Guaranteed Obligations or any part thereof.

14. This Guaranty shall constitute the entire agreement between Guarantors and the Landlord with respect to the subject matter hereof. No provision of this Guaranty or right of Landlord hereunder may be waived nor may any guarantor be released from any obligation hereunder except by a writing duly executed by an authorized officer, director or trustee of Landlord. The waiver or failure to enforce any provision of this Guaranty shall not operate as a waiver of any other breach of such provision or any other provisions hereof. No course of dealing between Landlord and Tenant shall alter or affect the enforceability of this Guaranty or Guarantors' obligations hereunder.

15. The term "Landlord" whenever hereinabove used refers to and means the Landlord in the foregoing Lease specifically named and also any assignee of said Landlord, whether by outright assignment or by assignment for security, and also any successor to the interest of said Landlord or of any assignee of such Lease or any part thereof, whether by assignment or otherwise. The term "Tenant" whenever hereinabove used refers to and means the Tenant in the foregoing Lease specifically named and also any assignee or subtenant of said Lease and also any successor to the interests of said Tenant, assignee or sub lessee of such Lease or any part thereof, whether by assignment, sublease or otherwise including, without limitation, any trustee in bankruptcy and any bankruptcy estate of Tenant, Tenant's assignee or sub lessee. Page 40 of 42

16. If any or all Guarantors shall become bankrupt or insolvent, or any application shall be made to have any or all Guarantors declared bankrupt or insolvent, or any or all Guarantors shall make an assignment for the benefit of creditors, or any or all Guarantors shall enter into a proceeding for the dissolution of marriage, or in the event of death of any or all Guarantors, notice of such occurrence or event shall be promptly furnished to Landlord by such Guarantor or such Guarantor's fiduciary. This Guaranty shall extend to and be binding upon each Guarantor's successors and assigns, including, but not limited to, trustees in bankruptcy and Guarantor's estate.

17. Notices. All notices from the Guarantor to Landlord and Landlord to Guarantor required or permitted by any provision of this Guaranty shall be in writing and sent by registered or certified mail or nationally recognized overnight delivery service and addressed as follows:

TO LANDLORD:

ADP – Millcreek 3 LLC

2100 W. Pleasant Grove Blvd., Unit 200 Pleasant Grove, UT., 84062

ATT: BRENT SMITH

TO GUARANTOR:

Healthcare Solutions Management Group, Inc.

3 School Street, Suite 303 Glen Cove, NY 117542

Attn:

Such addresses may be changed by such notice to the other party. Notice given as hereinabove provided shall be deemed given on the date of its deposit in the United States Mail and, unless sooner actually received, shall be deemed received by the party to whom it is addressed on the third calendar day following the date on which said notice is deposited in the mail, or if a courier system is used, on the date of delivery of the notice.

18. Guarantors agree to pay to Landlord on demand all reasonable costs and expenses incurred by Landlord in seeking to enforce Landlord's rights and remedies under this Guaranty, including court costs, costs of alternative dispute resolution and reasonable attorneys' fees and costs, whether or not suit is filed, or other proceedings are initiated hereon. All such reasonable costs and expenses incurred by Landlord shall constitute a portion of the Guaranteed Obligations hereunder, shall be subject to the provisions hereof with respect to the Guaranteed Obligations and shall be payable by Guarantor within ten (10) business days of written demand by Landlord.

19. GUARANTOR AND LANDLORD HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT ANY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS GUARANTY AND ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION Page 41 of 42 HEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY. THIS PROVISION IS A MATERIAL INDUCEMENT FOR LANDLORD ENTERING INTO THIS AGREEMENT.

20. Guarantors agree that all questions with respect to this Guaranty shall be governed by, and decided in accordance with, the laws of the in which the Demised Premises is located. Guarantors agree that all questions with respect to this Guaranty shall be governed by, and decided in accordance with, the laws of the State of Tennessee Guarantors consent to the jurisdiction and venue of the State and Federal courts sitting in the judicial district(s) which include the Demised Premises and waives any claim that the same would be an inconvenient forum. In addition, Guarantors hereby appoint _____ as agent for service of process in the State of _____ in connection with any actions that

may be taken by Landlord under this Guaranty; provided, however, that in the event that _____ ceases to be Guarantors' agent for service of process in the State of _____, then Guarantors shall appoint such other agent in the State of _____ as Guarantors' agent for service of process and such other agent shall provide Landlord with written confirmation of such other agent's capacity as agent for Guarantors.

20. If any provision of this Guaranty or the application thereof to any person or circumstance shall, for any reason and to any extent, be declared to be invalid or unenforceable, neither the remaining provisions of this Guaranty nor the application of such provision to any other person or circumstance shall be affected thereby, and the remaining provisions of this Guaranty, or the applicability of such provision to other persons or circumstances, as applicable, shall remain in effect and be enforceable to the maximum extent permitted by applicable law.

21. INTENTIONALLY OMITTED.

22. If more than one person signs this Guaranty, each such person shall be deemed a guarantor and the obligation of all such guarantors shall be joint and several. When the context and construction so requires, all words used in the singular herein shall be deemed to have been used in the plural. The word "person" as used herein shall include an individual, company, firm, association, partnership, corporation, trust or other legal entity of any kind whatsoever.

23. If any Guarantor is a corporation, each individual executing this Guaranty on behalf of said corporation represents and warrants that he is duly authorized to execute and deliver this Guaranty on behalf of said corporation, in accordance with a duly adopted resolution of the Board of Directors of said corporation or in accordance with the by-laws of said corporation, and that this Guaranty is binding upon said corporation in accordance with its terms. If any Guarantor is a corporation, Landlord, at its option, may require such Guarantor to concurrently, with the execution of this Guaranty, deliver to Landlord a certified copy of a resolution of the Board of Directors of said corporation authorizing or ratifying the execution of this Guaranty.

24. Notwithstanding anything in this Guaranty to the contrary, and provided neither Tenant nor any Guarantor are not in default or have not defaulted under the Lease or this Guaranty, the Page 42 of 42 guaranty obligations as a condition to the effectiveness of this Lease, the obligations of Tenant under this Lease shall be guaranteed by Healthcare Solutions Management Croup, Inc., which will jointly guaranty all leases between Landlord and Tenant for (i) the first fifty (50) open units "SARC Lease Location") (actual possession of the Premises) or until any combined open SARC Lease Locations achieve one hundred million (\$100,000,000 Mil) in HOLDCO top line gross revenue ("Guarantor"), Guarantor pursuant to a guaranty in form attached hereto as Exhibit "E" ("Guaranty"). This Guaranty shall not be subject to any bankruptcy preference prior or any other disgorgement.

THE LEASE AND THIS GUARANTY REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES. THE UNDERSIGNED HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS CONTAINED IN THIS GUARANTY INCLUDING, WITHOUT LIMITATION, ALL WAIVERS CONTAINED IN THIS GUARANTY. Executed on this _____ day of _____ 2020. GUARANTOR

By: _____ Authorized Signatory for Health Care Solutions Management Group, Inc. ADDRESS OF GUARANTOR 3 School Street, Suite 303 Glen Cove, New York, 11753

EXHIBIT "F"
COMMENCEMENT DATE AGREEMENT

This Agreement is made and entered into as of the ___ day of _____, 20__ between [_____, a _____] ("Landlord") and [_____, a _____] ("Tenant"), and shall be attached to and made a part of that certain Retail Lease between Landlord and Tenant dated _____, 20__ (the "Lease"). Pursuant to the provisions of the Lease, Landlord and Tenant intending to be legally bound hereby, agree to the following:

a. The Commencement Date of the Lease occurred on _____, 20__.

b. Tenant agrees that, as of and through the date hereof, Landlord has fully and timely complied with and performed each and every of its obligations as set forth in the Lease and that Tenant has no claims or causes of action against Landlord whatsoever and has no right to any setoffs against any and all sums due Landlord.

IN WITNESS WHEREOF, the parties have duly executed this supplement to the Lease as of the day and year first above written

LANDLORD:

By: _____
Name: _____
Title: _____
Date: _____

TENANT:

By: _____
Name: _____
Title: _____
Date: _____

FILED FOR RECORD
AT 11:03 O'CLOCK 9 M

APR 28 2020
Ana Washopra
LAFAYETTE WOODS, SR., CIRCUIT CLERK
JEFFERSON COUNTY, ARKANSAS
30th

WARRANTY DEED (Limited Liability Company)

KNOW ALL MEN BY THESE PRESENTS:

THAT **AMD REAL ESTATE, LLC**, an Arkansas limited liability company (hereinafter "Grantor"), by and through its authorized President, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration in hand paid by **ADP-MILLCREEK 3, LLC**, a Utah limited liability company, as to an 88.492% interest as a tenant in common and **CLUB FITNESS, INC.**, a Utah corporation, as to an 11.508% interest as a tenant in common (herein "Grantees"), the receipt of which is hereby acknowledged, does hereby grant, bargain, sell, and convey unto said **ADP-MILLCREEK 3, LLC**, a Utah limited liability company, as to an 88.492% interest as tenant in common and **CLUB FITNESS, INC.**, a Utah corporation, as to an 11.508% interest as tenant in common, and unto Grantees' successors and assigns forever, the following described land, situate in the County of Jefferson and State of Arkansas, to-wit:

See Exhibit "A" attached hereto and made a part hereof

SUBJECT TO recorded instruments, covenants, rights of way, easements, and all prior mineral reservations and oil and gas leases, if any.

TO HAVE AND TO HOLD the same unto the said Grantees and their successors and assigns forever, with all tenements, appurtenances, and hereditaments thereunto belonging.

AND Grantor hereby covenants with said Grantees that Grantor is lawfully seized of said lands, that the same is unencumbered, and that Grantor will forever warrant and defend the title to the said lands against all claims whatsoever.

IN TESTIMONY WHEREOF, the name of the Grantor is hereunto affixed by its authorized President, this 17 day of April, 2020.

MAIL TAX STATEMENTS TO:
c/o ADP-MILLCREEK 3, LLC
111 S. MAIN ST, STE. 2200
Salt Lake City, UT 84111

AMD REAL ESTATE, LLC

By: _____
Name: Sadeem Mahmood
Title: President

ACKNOWLEDGEMENT

STATE OF: ARKANSAS }
 } ss:
COUNTY OF: JEFFERSON }

On this day, before undersigned, a Notary Public, duly commissioned, qualified and acting, within and for the said County and State, appeared in person the within named Sadeem Mahmood to me personally known, who stated that he/she was the authorized President of AMD REAL ESTATE, LLC, an Arkansas limited liability company, and was duly authorized in said capacity to execute the foregoing instrument for and in the name and behalf of said company, and further stated and acknowledged that he/she had so signed, executed and delivered said instrument for the consideration, uses and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 17 day of April, 2020.

My Commission Expires:

Notary Public



Exhibit A
Legal Description

Tract I:

Part of the Southeast Quarter (SE1/4) of the Southeast Quarter (SE1/4) of Section 32, Township 6 South, Range 9 West of the 5th P.M., more particularly described as follows:

Commencing at the Southeast corner of said Southeast Quarter (SE1/4) of the Southeast Quarter (SE1/4), thence South 89 degrees 21 minutes 18 seconds West 40.00 feet to the point of beginning; thence North 00 degrees 42 minutes 17 seconds West 340.00 feet; thence South 89 degrees 26 minutes 11 seconds West 440.00 feet; thence South 00 degrees 42 minutes 18 seconds East 340.00 feet to the South line of said Southeast Quarter (SE1/4) of the Southeast Quarter (SE1/4); thence North 89 degrees 34 minutes 26 seconds East 164.54 feet along said South line; thence North 89 degrees 21 minutes 18 seconds East 275.46 feet along said South line to the point of beginning.

Tract II:

Commence at the Southeast corner of said Southeast Quarter (SE1/4) of the Southeast Quarter (SE1/4) of Section 32, Township 6 South, Range 9 West, thence South 89 degrees 20 minutes 45 seconds West along the South line of said Section 315.46 feet to the Northwest corner of Section 4, Township 7 South, Range 9 West, thence South 89 degrees 30 minutes 15 seconds West along said Section 32 South line 164.51 feet to the point of beginning; thence South 89 degrees 30 minutes 15 seconds West along said Section 32 South line 100.00 feet; thence North 00 degrees 46 minutes 10 seconds West 389.77 feet; thence North 89 degrees 22 minutes 10 seconds East 540.00 feet to the West right of way line of Hazel Street; thence South 00 degrees 45 minutes 55 seconds East along said West right of way line 50.00 feet; thence South 89 degrees 22 minutes 10 seconds West 440.00 feet; thence South 00 degrees 46 minutes 15 seconds East 340.00 feet to the point of beginning.



STATE OF ARKANSAS
DEPARTMENT OF FINANCE AND ADMINISTRATION
MISCELLANEOUS TAX SECTION
P.O. BOX 896, LITTLE ROCK, AR 72203-0896

Book 1033 Page 632

Real Estate Transfer Tax Stamp

Proof of Tax Paid



File Number: JTC-20-6756

Grantee: ADP-MILL CREEL 3, LLC AND CLUB FITNESS, INC
Mailing Address: 111 S MAIN STREET STE 2200
SALT LAKE CITY UT 841110000

Grantor: AMD REAL ESTATE, LLC
Mailing Address: 7200 S HAZEL
PINE BLUFF AR 716030000

Property Purchase Price: \$2,700,000.00
Tax Amount: \$8,910.00

County: JEFFERSON
Date Issued: 04/28/2020
Stamp ID: 1543866368



I HEREBY CERTIFY THAT THIS INSTRUMENT
WAS FILED AND RECORDED ON THE 28
DAY OF April 2020 AT 11:03
BOOK NO 1033 PAGE 629

LAFAYETTE WOODS, SR.
JEFFERSON COUNTY, ARKANSAS

BY [Signature] DC

I certify under penalty of false swearing that documentary stamps or a documentary symbol in the legally correct amount has been placed on this instrument

Grantee or Agent Name (printed): Hannah Morgan

Grantee or Agent Name (signature): [Signature] Date: 4.28.2020

Address: 111 S. Main Street, Ste 2200

City/State/Zip: Salt Lake City, UT 84111

ASSIGNMENT AND ASSUMPTION OF LEASE

THIS ASSIGNMENT AND ASSUMPTION OF LEASE (this “**Assignment**”) is made this 4th day of March, 2022, by ADP-Millcreek 3, LLC, a Utah limited liability company (“**Assignor**”) to 22 Tenant in Common Owners, as more particularly described in Exhibit A attached hereto and incorporated herein by this reference (each an “**Assignee**” or collectively “**Assignees**”) (Assignees and Assignors are sometimes collectively referred to as the “**Parties**” or individually a “**Party**”).

RECITALS

WHEREAS Assignor is and/or was the owner of real property as more particularly described in Exhibit B, attached hereto and incorporated herein by this reference (the “**Property**”);

WHEREAS Assignor is the landlord under that certain AMBULATORY SURGERY CENTER LEASE AGREEMENT dated January 21, 2020 with SARC by HSI: Pine Bluff, AR Inc., a Delaware corporation (the “**Lease**”), which Lease relates to the Property;

WHEREAS, by this Assignment, Assignor intends to assign Assignor’s interest in, to and under the Lease, as landlord to Assignees who have accepted an undivided interest from Assignor pursuant to the various purchase and sale agreements (collectively the “**PSA Agreements**”) between Assignor and the individual Assignees;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignees agree as set forth below.

AGREEMENT

1. Capitalized Terms. All capitalized terms used and not otherwise defined herein shall have the meanings set forth in the Lease.
2. Assignment. Assignor hereby assigns, conveys, transfers and sets over unto each Assignee that certain undivided interest in Assignor’s right, title and interest in, to and under the Lease as provided for under Exhibit A, such amount being equal to Assignee’s tenant-in-common interest in the Property. Assignor’s assignment of said interest shall be deemed to have been effective as of the date that each respective Assignee attained his/her/its ownership interest in the Property.
3. Assumption. Pursuant to the respective PSA Agreements, Assignees have agreed to assume and agree to perform, fulfill and comply with the obligations to be performed, fulfilled or complied with by the landlord under the Lease arising from and after the date of this Assignment in proportion to each Assignee’s tenant-in-common interest in the Property. By this assignment, Assignees shall have all of Assignor’s rights or remedies available to them at law or equity to enforce or otherwise enjoy the benefits of the Lease.
4. Successors and Assigns. This Assignment shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors, transferees and assigns pursuant to the various PSA Agreements between the Parties.

IN WITNESS WHEREOF, Assignor has executed this Assignment as of the date first set forth above.

ASSIGNOR:

ADP-MILLCREEK 3, LLC, a Utah limited liability company

By: **MILLROCK INVESTMENT FUND 1, LLC**, its sole member/manager


By: 
Name: Kevin G. Long
Its: Manager

EXHIBIT A

Schedule of Tenant in Common Owners

Name/Entity	Percentage	Closing Date
Dana Kyle Devlin and Hilda Arline Devlin	2.098%	March 4, 2022
Dennis Gunn	3.039%	December 31, 2020
Donald K. Richardson	1.442%	February 19, 2021
Donald K. Richardson	0.687%	April 15, 2021
Douglas E. Gonzales and Mary Snow	1.221%	December 17, 2020
Guadalupe Ugarte	3.940%	May 4, 2020
Guy Ussorio	1.280%	December 11, 2020
Happiness, LLC	19.139%	May 6, 2020
Happiness, LLC	7.401%	September 2, 2020
Happiness, LLC	15.258%	October 14, 2020
Club Fitness, Inc.	11.508%	April 27, 2020
Julie Ann Cassidy	1.460%	November 12, 2020
Lauren-Glenn Davitian Trust	1.907%	December 31, 2020
Lawrence Delmont Henchel and Susan Seitz Henchel	3.204%	December 31, 2020
Jundy Company	1.91%	April 29, 2020
Mark Machlis and Lady Mira Blue Machlis	6.679%	September 2, 2020
Mark Machlis and Lady Mira Blue Machlis	0.420%	October 27, 2020
Steven Schwartz and Mark Machlis	3.370%	December 31, 2020

Michael R. Manchon and Carole D. Manchon	1.120%	April 29, 2020
Oneida McMann	0.985%	December 16, 2020
Raymond Bomben and Owena Jean Bomben Trust	1.275%	October 15, 2021
Robert Markle and Betty Markle	1.283%	July 15, 2021
Tight Lines Holdings, LLC	0.786%	December 31, 2020
TRD Properties, Inc.	5.34%	December 28, 2020
Thomas D. Peterson and Beth Peterson	1.356%	April 30, 2020
Thomas D. Peterson and Beth Peterson	0.610%	July 2, 2020
Yau-Kuo Tang and Cynthia C. Tang	1.282%	December 15, 2020

EXHIBIT B

Legal Description

Tract I:

Part of the Southeast Quarter (SE1/4) of the Southeast Quarter (SE1/4) of Section 32, Township 6 South, Range 9 West of the 5th P.M., more particularly described as follows: Commencing at the Southeast corner of said Southeast Quarter (SE 1/4) of the Southeast Quarter (SE 1/4), thence South 89 degrees 21 minutes 18 seconds West 40.00 feet to the point of beginning; thence North 00 degrees 42 minutes 17 seconds West 340.00 feet; thence South 89 degrees 26 minutes 11 seconds West 440.00 feet; thence South 00 degrees 42 minutes 18 seconds East 340.00 feet to the South line of said Southeast Quarter (SE1/4) of the Southeast Quarter (SE1/4); thence North 89 degrees 34 minutes 26 seconds East 164.54 feet along said South line; thence North 89 degrees 21 minutes 18 seconds East 275.46 feet along said South line to the point of beginning.

Tract II:

Commence at the Southeast corner of said Southeast Quarter (SE1/4) of the Southeast Quarter (SE1/4) of Section 32, Township 6 South, Range 9 West, thence South 89 degrees 20 minutes 45 seconds West along the South line of said Section 315.46 feet to the Northwest corner of Section 4, Township 7 South, Range 9 West, thence South 89 degrees 30 minutes 15 seconds West along said Section 32 South line 164.51 feet to the point of beginning; thence South 89 degrees 30 minutes 15 seconds West along said Section 32 South line 100.00 feet; thence North 00 degrees 46 minutes 10 seconds West 389.77 feet; thence North 89 degrees 22 minutes 10 seconds East 540.00 feet to the West right of way line of Hazel Street; thence South 00 degrees 45 minutes 55 seconds East along said West right of way line 50.00 feet; thence South 89 degrees 22 minutes 10 seconds West 440.00 feet; thence South 00 degrees 46 minutes 15 seconds East 340.00 feet to the point of beginning.

PARTIAL ASSIGNMENT AND ASSUMPTION OF LEASE

THIS PARTIAL ASSIGNMENT AND ASSUMPTION OF LEASE (this “**Assignment**”) is made this 19th day of February, 2021, by HAPPINESS LLC, a Utah limited liability company (“**Assignor**”) to Tenant in Common Owners, as more particularly described in Exhibit A attached hereto and incorporated herein by this reference (each an “**Assignee**” or collectively “**Assignees**”) (Assignees and Assignors are sometimes collectively referred to as the “**Parties**” or individually a “**Party**”).

R E C I T A L S

WHEREAS Assignor is and/or was the owner of real property as more particularly described in Exhibit B, attached hereto and incorporated herein by this reference (the “**Property**”);

WHEREAS Assignor is a landlord under that certain AMBULATORY SURGERY CENTER LEASE AGREEMENT dated January 21, 2020 with SARC by HSI: Pine Bluff, AR Inc., a Delaware corporation (the “**Lease**”), which Lease relates to the Property;

WHEREAS, by this Assignment, Assignor intends to partially assign Assignor’s interest in, to and under the Lease, as landlord to Assignees who have accepted an undivided interest from Assignor pursuant to the purchase and sale agreement (“**PSA Agreement**”) between Assignor and the Assignees;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignees agree as set forth below.

A G R E E M E N T

1. Capitalized Terms. All capitalized terms used and not otherwise defined herein shall have the meanings set forth in the Lease.
2. Assignment. Assignor hereby assigns, conveys, transfers and sets over unto Assignees that certain undivided interest in Assignor’s right, title and interest in, to and under the Lease as provided for under Exhibit A, such amount being equal to Assignee’s tenant-in-common interest in the Property. Assignor’s assignment of said interest shall be deemed to have been effective as of the date that the Assignees attained their ownership interest in the Property.
3. Assumption. Pursuant to the PSA Agreement, Assignees have agreed to assume and agree to perform, fulfill and comply with the obligations to be performed, fulfilled or complied with by the landlord under the Lease arising from and after the date of this Assignment in proportion to Assignees’ tenant-in-common interest in the Property. By this assignment, Assignees shall have all of Assignor’s rights or remedies available to them at law or equity to enforce or otherwise enjoy the benefits of the Lease in proportion to their interest in the Lease.
4. Successors and Assigns. This Assignment shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors, transferees and assigns pursuant to the PSA Agreement between the Parties.

IN WITNESS WHEREOF, Assignor has executed this Assignment as of the date first set forth above.

ASSIGNOR:

HAPPINESS LLC, a Utah limited liability company

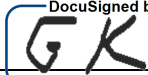
By:  _____
Name: Gabor Koltai
Its: owner

EXHIBIT A

Schedule of Tenant in Common Owners

Name/Entity	Percentage	Closing Date
Trent L. Lartz, DVM and Amy L. Hinton, DVM	12.821%	February 19, 2021

EXHIBIT B

Legal Description

Tract I:

Part of the Southeast Quarter (SE1/4) of the Southeast Quarter (SE1/4) of Section 32, Township 6 South, Range 9 West of the 5th P.M., more particularly described as follows: Commencing at the Southeast corner of said Southeast Quarter (SE 1/4) of the Southeast Quarter (SE 1/4), thence South 89 degrees 21 minutes 18 seconds West 40.00 feet to the point of beginning; thence North 00 degrees 42 minutes 17 seconds West 340.00 feet; thence South 89 degrees 26 minutes 11 seconds West 440.00 feet; thence South 00 degrees 42 minutes 18 seconds East 340.00 feet to the South line of said Southeast Quarter (SE1/4) of the Southeast Quarter (SE1/4); thence North 89 degrees 34 minutes 26 seconds East 164.54 feet along said South line; thence North 89 degrees 21 minutes 18 seconds East 275.46 feet along said South line to the point of beginning.

Tract II:

Commence at the Southeast corner of said Southeast Quarter (SE1/4) of the Southeast Quarter (SE1/4) of Section 32, Township 6 South, Range 9 West, thence South 89 degrees 20 minutes 45 seconds West along the South line of said Section 315.46 feet to the Northwest corner of Section 4, Township 7 South, Range 9 West, thence South 89 degrees 30 minutes 15 seconds West along said Section 32 South line 164.51 feet to the point of beginning; thence South 89 degrees 30 minutes 15 seconds West along said Section 32 South line 100.00 feet; thence North 00 degrees 46 minutes 10 seconds West 389.77 feet; thence North 89 degrees 22 minutes 10 seconds East 540.00 feet to the West right of way line of Hazel Street; thence South 00 degrees 45 minutes 55 seconds East along said West right of way line 50.00 feet; thence South 89 degrees 22 minutes 10 seconds West 440.00 feet; thence South 00 degrees 46 minutes 15 seconds East 340.00 feet to the point of beginning.



WRIGHT LINDSEY JENNINGS

200 West Capitol Avenue, Suite 2300 Little Rock, AR 72201-3699 Main 501.371.0808 Fax 501.376.9442 wlj.com

Charles T. Coleman
ATTORNEY

Direct: 501.212.1276 | ccoleman@wlj.com

September 27, 2022

SARC By HSI: Pine Bluff, AR Inc.
The Crescent
100 Crescent Court, 7th Floor
Dallas, Texas 75201

**VIA U.S. MAIL and CERTIFIED MAIL
RESTRICTED DELIVERY
RETURN RECEIPT REQUESTED**

Holdco Guaranty
Healthcare Solutions Management
Group, Inc.
3 School Street, Suite 303
Glen Cove, New York 11542

**VIA U.S. MAIL and CERTIFIED MAIL
RESTRICTED DELIVERY
RETURN RECEIPT REQUESTED**

Mr. Justin Smith
Mr. Josh Constantin
Mr. Doug Millar

**VIA EMAIL (jsmith@hshmedical.com)
VIA EMAIL (josh@hshmedical.com)
VIA EMAIL(dmiller@hshmedical.com)**

RE: *Notice of Default and Demand for Payment*

Gentlemen:

This firm has been retained by CAMS Realty, LLC (“CAMS”), in connection with the lease agreement (the “Lease”) dated January 21, 2020, wherein CAMS is the landlord and SARC By HSI: Pine Bluff, AR Inc. is the tenant and Healthcare Solutions Management Group, Inc. is a guarantor of the obligations of the tenant. The Lease relates to the commercial property located at 7200 S. Hazel Street, Pine Bluff, Arkansas 71603.

According to the enclosed invoice dated September 27, 2022 and CAMS’s business records, SARC by HSI: Pine Bluff, AR Inc., as the tenant, and Healthcare Solutions Management Group, Inc., as the guarantor, have failed to pay the monthly lease payment due for September 2022 and are therefore in default under the terms of the Lease and Guaranty. Further, the October payment is due to be paid on October 1, 2022. The total outstanding if paid by October 6, 2022 is in the amount of \$147,548.53. If not paid until after October 6, 2022, the balance will be \$151,092.42. Accordingly, CAMS demands that Tenant and Guarantor cure the default and pay

September 27, 2022

Page 2

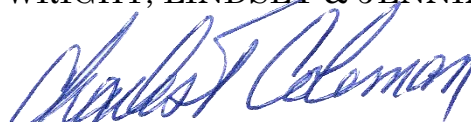
the amount owed within ten (10) days of the date of this letter. Please send this payment to me at our firm's office, 200 West Capitol Avenue, Suite 2300, Little Rock, Arkansas 72201, by cashiers' check made payable to "CAMS Realty, LLC" or by other good and sufficient funds or by wire transfer to this firm's IOLTA trust account pursuant to the attached wiring instructions.

CAMS would prefer to resolve this matter without any further time and expense. However, if within ten (10) days of the date of this letter, Tenant or Guarantor have not paid in full or otherwise made payment arrangements acceptable to CAMS, CAMS may pursue all of its available remedies as provided in Section 26 of the Lease, including, but not limited to, initiating formal proceedings against Tenant and Guarantor, to evict Tenant, and collect the balance owed including, but not limited to, CAMS's attorneys' fees and costs.

Nothing contained in this letter or otherwise shall be deemed a waiver of rights, remedies, or recourses available to CAMS, all of which are hereby expressly reserved. Any partial or full payment received by CAMS shall be applied to the outstanding obligations and liabilities, but no partial payment shall constitute, or be deemed to be a cure of a default. If Tenant and/or Guarantor has retained legal counsel, please have them contact me immediately. We ask that Tenant and Guarantor give this matter immediate attention.

Cordially,

WRIGHT, LINDSEY & JENNINGS LLP



Charles T. Coleman

CTC/bgs

Attachments

c: P. Collins Hickman Jr.

CAMS Realty, LLC

INVOICE

2015 W Grove Pkwy, Suite J

Pleasant Grove, UT 84062

Phone: (385) 233-9415

BILL TO

Justin Smith

Healthcare Solutions Management Group, Inc

3 School St Suite 303

Glen Cove, NY 11542

Phone: (240) 242-7709

jsmith@hshmedical.com

INVOICE #	DATE
2022.9.27	9/27/2022
Pine Bluff, AR	
CUSTOMER ID	TERMS
HSH	Due Upon Receipt

DESCRIPTION	QTY	UNIT PRICE	AMOUNT
September Rent	1	\$ 70,877.63	\$ 70,877.63
September Late Fee (5% of past due amount)	1	\$ 3,543.88	\$ 3,543.88
September Interest Penalty (1.5%)	1	\$ 1,116.32	\$ 1,116.32
October Rent	1	\$ 70,877.63	\$ 70,877.63
October Interest Penalty (1.5% of unpaid amount)	1	\$ 1,133.07	\$ 1,133.07
TOTAL IF PAID BY OCTOBER 6, 2022			TOTAL \$ 147,548.53
TOTAL IF PAID AFTER OCTOBER 6, 2022			TOTAL \$ 151,092.42

If you have any questions about this invoice, please contact
Mary Street, mstreet@mtnwest.com, 385-233-9415

Charlie Coleman

Subject: WLJ Wire Instructions

Here are the wire instructions per your request:

Account Name: Arkansas IOLTA Foundation Trust of Wright, Lindsey & Jennings LLP
Bank: Bank of America, 200 West Capitol Avenue, Little Rock, Arkansas 72201
Account Number: [REDACTED]
ABA #: [REDACTED] (for wire transfers only)
[REDACTED] (for EFT or ACH deposits)
SWIFT CODE: BOFAUS3N
Message: Notify Carla Bruton at 501-212-1257

If you have any questions, please let me know.

Thank you!

Carla Bruton
Assistant Financial Manager
Wright, Lindsey and Jennings LLP
200 West Capitol Ave., Suite 2300
Direct: (501) 212-1257
Fax: (501) 376-9442
cbruton@wlj.com



WRIGHT LINDSEY JENNINGS

200 West Capitol Avenue, Suite 2300 Little Rock, AR 72201-3699 Main 501.371.0808 Fax 501.376.9442 wlj.com

Charles T. Coleman
ATTORNEY

Direct: 501.212.1276 | ccoleman@wlj.com

October 25, 2022

SARC By HSI: Pine Bluff, AR Inc.
The Crescent
100 Crescent Court, 7th Floor
Dallas, Texas 75201

**VIA U.S. MAIL and CERTIFIED MAIL
RESTRICTED DELIVERY
RETURN RECEIPT REQUESTED**

Holdco Guaranty
Healthcare Solutions Management
Group, Inc.
3 School Street, Suite 303
Glen Cove, New York 11542

**VIA U.S. MAIL and CERTIFIED MAIL
RESTRICTED DELIVERY
RETURN RECEIPT REQUESTED**

Mr. Justin Smith
Mr. Josh Constantin
Mr. Doug Millar

**VIA EMAIL (jsmith@hshmedical.com)
VIA EMAIL (josh@hshmedical.com)
VIA EMAIL (douglas@hshmedical.com)**

RE: *Notice of Termination*

Gentlemen:

This firm has been retained by CAMS Realty, LLC (“CAMS”), in connection with the lease agreement (the “Lease”) dated January 21, 2020, wherein ADP-Millcreek 3 LLC is the landlord and SARC By HSI: Pine Bluff, AR Inc. is the tenant and Healthcare Solutions Management Group, Inc. is a guarantor of the obligations of the tenant. The Lease relates to the commercial property located at 7200 S. Hazel Street, Pine Bluff, Arkansas 71603. CAMS is the Lease Administrator and pursuant to its Lease Administration Agreement, it has the power, right and responsibility to enforce the terms, conditions and covenants in the Lease on behalf of the landlord.

On September 27, 2022, a “notice of default” was served on SARC By HSI: Pine Bluff, AR Inc. as the tenant and Healthcare Solutions Management Group, Inc. as required by Sections 25 and 35 of the Lease. In response to the “notice of default” various promises to cure the default have been made on behalf of the tenant, the latest being on October 25, 2022. Notwithstanding the promises to cure, the default continues.

October 25, 2022

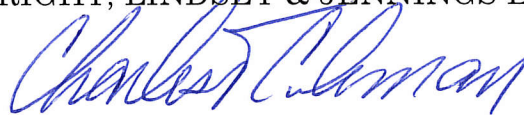
Page 2

Pursuant to Section 26 of the Lease, you should consider this letter as the “**written notice of termination**” of the Lease and a demand that you immediately vacate the premises. We have mailed this notice of termination to the addresses shown in Section 35 of the Lease. We understand that the addresses may no longer be current addresses. Requests for updated addresses have been made, but you have not provided CAMS with an updated service address. We are also emailing this notice of termination to the email addresses, from which the promises to cure originated. This notice of termination is deemed served upon the deposit of the notice in the U.S. Mail. We will also be notifying the subtenants of the termination of the Lease.

Nothing contained in this letter or otherwise shall be deemed a waiver of rights, remedies, or recourses available to CAMS and the owners under the Lease, all of which are hereby expressly reserved. If Tenant and/or Guarantor has retained legal counsel, please have them contact me immediately. We ask that Tenant and Guarantor give this matter immediate attention.

Cordially,

WRIGHT, LINDSEY & JENNINGS LLP



Charles T. Coleman

CTC/bgs

Attachments

c: P. Collins Hickman Jr.

NOTICE TO QUIT

RE: Certain premises located at 7200 S. Hazel Street, Pine Bluff, Arkansas 71603 (the "Premises"):

This notice is sent to the tenant, **SARC By HSI: Pine Bluff, AR Inc.**

("Tenant"), at the following addresses:

c/o The Crescent
100 Crescent Court, 7th Floor
Dallas, TX 75201

c/o Manager
7200 S. Hazel Street
Pine Bluff, AR 71603

This notice is also sent to guarantor, **Healthcare Solutions Management**

Group, Inc. ("Guarantor"), at the following addresses:

c/o Justin Constantin, Corporate
Comptroller
26 Reynolds Street
Springhill, LA 71075

c/o Justin Constantin, Corporate
Comptroller
3 School Street
Glen Cove, NY 11542

Further, this notice is directed to all occupants, subtenants, and any others in possession of the Premises, including but not limited to:

Central Arkansas DX Lab
7200 S. Hazel Street
Pine Bluff, AR 71603

Cardiac and Vascular Institute
c/o Shabbir Dharamsey, M.D.
7200 S. Hazel Street
Pine Bluff, AR 71603

Pain Management Group
7200 S. Hazel Street
Pine Bluff, AR 71603

Arkansas Cancer Institute
7200 S. Hazel Street
Pine Bluff, AR 71603

Autonomy Healthcare
Providers
7200 S. Hazel Street
Pine Bluff, AR 71603

Pain Management Group
7200 S. Hazel Street
Pine Bluff, AR 71603

SARC / Dr. Sadeem Mahmood, MD
7200 S. Hazel Street
Pine Bluff, AR 71603

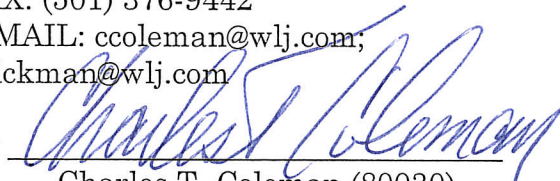
You are hereby notified to quit and deliver to **CAMS Realty, LLC**, ("Landlord") the agent for the Tenant-in-Common Owners, the Premises as a result of Tenant/Guarantor's failure and refusal to pay rent when due. The current amount owed is **\$171,329.02**.

Please take notice that if you fail to quit and deliver the Premises to Landlord on or before three (3) days after service of this notice upon you, you will be ejected from the Premises in accordance with Arkansas law. This notice is made pursuant to Ark. Code Ann. § 18-60-304, *et seq.*, "Actions Constituting Unlawful Detainer," and all rights thereunder are hereby reserved by Landlord. Failure to vacate the Premises will result in a complaint for unlawful detainer being filed against you and any other entity(ies) liable for rent owed.

This notice is given this 22nd day of November, 2022.

WRIGHT, LINDSEY & JENNINGS LLP
200 West Capitol Avenue, Suite 2300
Little Rock, Arkansas 72201-3699
(501) 371-0808
FAX: (501) 376-9442
E-MAIL: ccoleman@wlj.com;
chickman@wlj.com

By



Charles T. Coleman (80030)
P. Collins Hickman Jr. (2020189)

Attorneys for CAMS Realty, LLC

IN THE CIRCUIT COURT OF JEFFERSON COUNTY, ARKANSAS
CIVIL DIVISION

CAMS REALTY, LLC; JUNDY COMPANY, LLC;
HAPPINESS, LLC; MARK MACHLIS; CLUB FITNESS, INC.;
MICHAEL MANCHON; CAROLE MANCHON;
THOMAS PETERSON; BETH PETERSON;
DOUG GONZALES; MARY SNOW;
M/J CASSIDY HOLDINGS LLC; TRD PROPERTIES, INC.;
ONEIDA MCMANN; GUY USSORIO; YAU-JUO TANG;
CYNTHIA TANG; DANA DEVLIN;
TIGHT LINES HOLDINGS, LLC; 934 HOLLYWOOD LLC;
LAWRENCE HENCHEL; DENNIS GUNN;
LAUREN-GLENN DAVITIAN; TRENT LARTZ;
ROBERT MARKLE; RAY BOMBEN; AND
DONALD RICHARDSON

PLAINTIFFS

VS. CASE NO. _____

SARC BY HSI: PINE BLUFF, AR INC.;
HEALTHCARE SOLUTIONS MANAGEMENT
GROUP, INC.; ARKANSAS CANCER CLINIC, P.A.,
D/B/A ARKANSAS CANCER INSTITUTE;
CARDIAC & VASCULAR INSTITUTE, PLLC;
SARC BY HSH ASC PINE BLUFF LLC;
AUTONOMY HEALTHCARE PROVIDERS;
CENTRAL ARKANSAS DX LAB; AND
PAIN MANAGEMENT GROUP

DEFENDANTS

AFFIDAVIT IN SUPPORT OF UNLAWFUL DETAINER

I, Mary Street, upon oath, state of personal knowledge:

1. I am over the age of 21 years, I am competent to testify and I have personal knowledge of the facts stated in this affidavit.

2. I am the Lease Administrator of CAMS Realty, LLC ("CAMs"), which is the authorized agent for, collectively: Jundy Company, LLC, Happiness, LLC,

Mark Machlis, Club Fitness, Inc., Michael Manchon, Carole Manchon, Thomas Peterson, Beth Peterson, Doug Gonzales, Mary Snow, M/J Cassidy Holdings LLC, TRD Properties, Inc., Oneida McMann, Guy Ussorio, Yau-Juo Tang, Cynthia Tang, Dana Devlin, Tight Lines Holdings, LLC, 934 Hollywood LLC, Lawrence Henchel, Dennis Gunn, Lauren-Glenn Davitian, Trent Lartz, Robert Markle, Ray Bomben, and Donald Richardson (collectively, "TIC Owners"). True and correct copies of the Warranty Deeds reflecting the TIC Owners' respective ownership interests is attached to the Complaint as Exhibit 1.

3. The TIC Owners as tenants-in-common, own the commercial property located at 7200 S. Hazel Street, Pine Bluff, Arkansas 71603 (the "Premises"), and are landlords pursuant to the lease dated January 21, 2020 (the "Lease"), wherein defendant SARC By HSI: Pine Bluff, AR Inc. ("Tenant"), is tenant, and Healthcare Solutions Management Group, Inc. ("Guarantor"), is guarantor. A true and correct copy of the Lease is attached to the Complaint as Exhibit 2.

4. TIC Owners and CAMS have agreed that CAMS is authorized to represent the interests of the TIC Owners in connection with the Lease and to enforce the Lease as the landlord on behalf of the TIC Owners.

5. Pursuant to Section Twenty Five of the Lease, the Lease is materially breached when among other events of default, the required rent is not paid in full when due and in the event of any breach by the guarantor of the guaranty agreement.

6. Pursuant to Section Twenty Six of the Lease, CAMS has the right to terminate the Lease in the event of a material breach of the Lease as defined in Section Twenty Five of the Lease.

7. Tenant and Guarantor have failed to timely pay the required rent, late charges and interest that have accrued as pursuant to the Lease and, therefore, the Tenant and Guarantor have defaulted under Section Twenty Five of the Lease.

8. On September 27, 2022, CAMS sent a notice of default and demand for payment to Tenant and Guarantor requesting that the default be cured within 10 days of the date of the letter. A true and copy of the Notice of Default and Demand for Payment is attached to the Complaint as Exhibit 5.

9. On October 25, 2022, CAMS sent a notice to Tenant and Guarantor stating that the Lease had been terminated as a result of their failure to cure the default as set forth in the September 27, 2022 notice of default and CAMS demanded that all past due rent be paid (the "Notice of Lease Termination"). A true and correct copy of the Notice of Lease Termination is attached to the Complaint as Exhibit 6.

10. On November 22, 2022, CAMS mailed Notices to Quit to Tenant, Guarantor, and all Subtenants, as defined in the complaint, demanding that each vacate the Premises within three (3) days, as a result of Tenant and Guarantor's failure to pay the required rent when due under the Lease. A true and copy of the Notice to Quit is attached to the Complaint as Exhibit 7.

11. Tenant, Guarantor, and Subtenants have failed to vacate the Premises as requested in the Notice to Quit dated November 22, 2022.

12. Therefore, TIC Owners, as the owners of the Premises and CAMS, serving as lease administrator on behalf of the TIC Owners, are entitled to possession of the Premises.

13. As of the date of the filing of the complaint in this action, Tenant and Guarantor are indebted to landlord under the term of the Lease in the amount of \$257,274.04, and rent payments, late fees, and interest will continue to accrue so long as the Tenant and Subtenants remain in possession of the Premises. A Statement reflecting the debt owed by the Tenant and Guarantor pursuant to the Lease as of the date of the complaint in this action is attached hereto as Exhibit A.

FURTHER AFFIANT SAYETH NAUGHT.

Mary Street
Mary Street,
Title: Lease Administrator
CAMS Realty, LLC

ACKNOWLEDGMENT

STATE OF UTAH

COUNTY OF Utah

On this the 6th day of December, 2022, before me, a Notary Public, personally appeared Mary Street, who acknowledged herself to be the Lease Administrator of CAMS Realty, LLC and that she, as such Lease Manager, being authorized so to do, executed the foregoing instrument for the purposes therein contained.

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

Brianna Bailey
Notary Public

My Commission Expires:



CAMS Realty, LLC

INVOICE

2015 W Grove Pkwy, Suite J

Pleasant Grove, UT 84062

Phone: (385) 233-9415

BILL TO

Justin Smith
Healthcare Solutions Management Group, Inc
3 School St Suite 303
Glen Cove, NY 11542
Phone: (240) 242-7709
jsmith@hshmedical.com

INVOICE

Pine Bluff Dec 6, 2022

Pine Bluff, AR

DATE

12/6/2022

CUSTOMER ID

HSH

TERMS

Past Due

DESCRIPTION	QTY	UNIT PRICE	AMOUNT
September Rent	1	\$ 70,877.63	\$ 70,877.63
September Late Fee (5% of past due amount)	1	\$ 3,543.88	\$ 3,543.88
September Interest Penalty (1.5%)	1	\$ 1,116.32	\$ 1,116.32
October Rent	1	\$ 70,877.63	\$ 70,877.63
October Late Fee (5% of past due amount)	1	\$ 3,543.88	\$ 3,543.88
October Interest Penalty (1.5% of unpaid amount)	1	\$ 2,249.39	\$ 2,249.39
Property Taxes - Due October 15, 2022	1	\$ 18,650.53	\$ 18,650.53
Property Tax Late Fee (10% of tax amount)	1	\$ 1,865.05	\$ 1,865.05
Property Tax Interest Penalty (per month or partial month)	1	\$ 155.46	\$ 155.46
Property Tax Escrow monthly amount October	1	\$ 1,555.00	\$ 1,555.00
Subtotal October 2022	TOTAL		\$ 174,434.77
Payment Received on October 26, 2022			\$ 75,537.83
Expense Total October 31, 2022	TOTAL		\$ 98,896.94
November Rent	1	\$ 70,877.63	\$ 70,877.63
November Late Fee (5%)	1	\$ 3,543.88	\$ 3,543.33
Property Tax Escrow monthly amount November	1	\$ 1,555.00	\$ 1,555.00
November Interest Penalty (1.5%)	1	\$ 2,623.09	\$ 2,623.09
Expense Total November 30, 2022	TOTAL		\$ 177,496.00
December Rent	1	\$ 70,877.63	\$ 70,877.63
December Late Fee (5%)	1	\$ 3,543.88	\$ 3,543.33
Property Tax Escrow monthly amount December	1	\$ 1,555.00	\$ 1,555.00
December Interest Penalty (1.5%)	1	\$ 3,802.08	\$ 3,802.08
Expense Total December 6, 2022	TOTAL		\$ 257,274.04
Amount Due IF PAID BY December 31, 2022	TOTAL		\$ 257,274.04

*Unpaid amounts accrue monthly interest at 1.5% (18% per annum)

If you have any questions about this invoice, please contact
Mary Street, mstreet@mtnwest.com, 385-233-9415

EXHIBIT A