

AFTER RECORDING PLEASE RETURN TO:

Academy
Attention: *Carolyn*
11845 South 700 East #105
DRAPER, Utah 84020

12728246
3/5/2018 4:00:00 PM \$56.00
Book - 10652 Pg - 8299-8307
ADAM GARDINER
Recorder, Salt Lake County, UT
SILVER LEAF TITLE INS AGCY
BY: eCASH, DEPUTY - EF 9 P.

Tax Serial No. 34-18-101-029

ASSIGNMENT OF DEED OF TRUST AND OTHER LOAN DOCUMENTS

THIS ASSIGNMENT OF DEED OF TRUST AND OTHER LOAN DOCUMENTS (this "Assignment") is executed as of this the 2nd day of March, 2018, by CAMBIA CAPITAL PARTNERS, LLC, a Utah limited liability company ("Assignor"), whose address is 3135 S. Richmond Street, Salt Lake City, Utah 84106, in favor of ACADEMY CONSTRUCTION LENDING, L.C., a Utah limited liability company ("Assignee"), whose address is *11845 South 700 East #105, DRAPER, Utah 84020*

I. IDENTIFICATION OF TRUST DEED:

The Deed of Trust, Assignment of Rents and Leases, Security Agreement and Fixture Filing that is the subject of this Assignment is dated November 25, 2015 and was recorded in the Salt Lake County Recorder's Office on December 1, 2015 as Entry No. 12180215, having Lake City Capital XII, LLC, a Utah limited liability company, as Trustor, and Loyal C. Hulme, as Trustee, and Assignor, as Beneficiary; as amended by that certain First Amendment dated as of May 26, 2017, and recorded on June 13, 2017 as Entry No. 12554518 (as otherwise amended, restated, supplemented or modified, collectively, the "Trust Deed"). The Trust Deed covers, among other things, certain property situated in Salt Lake County, Utah, which is more particularly described on Exhibit A attached hereto.

II. RECITAL AND ASSIGNMENT:

1. Recital. Pursuant to that certain Loan Purchase Agreement and Assignment of Loan Documents, dated on or around the date hereof between Assignor and Assignee (the "Purchase Agreement"), Assignor has agreed to sell, assign, and transfer to Assignee all of the right, title and interest of Assignor under the Trust Deed identified above and all of the obligations secured thereby, including, without limitation, each of the Draper Landing Loan Documents (as defined in the Purchase Agreement).

2. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby transfers, assigns and conveys to Assignee, its successors, transferees and assigns forever, all of the right, title and interest owned or held by Assignor in and to the Trust Deed, the Draper Landing Loan (as defined in the Purchase Agreement) and each of the other Draper Landing Loan Documents, including the Beneficiary's

interest, obligations and security therein described or referred to, indebtedness and other obligations secured thereby.

[SIGNATURE PAGE FOLLOWS]

Assignor has executed this Assignment as of the date first set forth above.

ASSIGNOR:

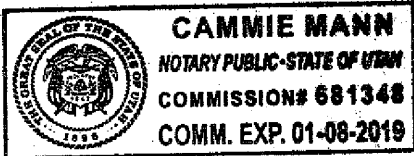
CAMBIA CAPITAL PARTNERS, LLC, a Utah limited liability company

By: *Michael Christensen*
Name: *Michael Christensen*
Title: *President*

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this *2nd* day of March, 2018, by *Michael Christensen*, the *President/Manager* of Cambia Capital Partners, LLC.

[SEAL]



Cammie Mann
NOTARY PUBLIC

Exhibit A

Legal Description

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

PARCEL 1:

BEGINNING AT THE NORTHWEST CORNER OF SECTION 18, TOWNSHIP 4 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE NORTH 89 DEGREES 51'23" EAST 1023.00 FEET ALONG THE NORTH SECTION LINE OF SAID SECTION; THENCE SOUTH 45 DEGREES 06'23" WEST 1453.039 FEET TO THE WEST SECTION LINE OF SAID SECTION; THENCE NORTH 00 DEGREES 21'24" EAST 1023.00 FEET ALONG SAID SECTION LINE TO THE POINT OF BEGINNING.

LESS AND EXCEPTING THEREFROM, THE FOLLOWING DESCRIBED PROPERTY:

LOTS 1 THROUGH 28, INCLUSIVE, DEARBOURNE HEIGHTS P.U.D., PHASE 1, ACCORDING TO THE OFFICIAL PLAT THEREOF, ON FILE AND OF RECORD IN THE SALT LAKE COUNTY RECORDER'S OFFICE, TOGETHER WITH A RIGHT OF USE AND EASEMENT IN AND TO THE PRIVATE ROADS AND COMMON AREAS CONTAINED IN SAID DEARBOURNE HEIGHTS P.U.D., PHASE 1, WHICH IS APPURTENANT TO SAID LOTS 1 THROUGH 6 AND 23 THROUGH 28.

PARCEL 1A:

A NON-EXCLUSIVE PERPETUAL EASEMENT ON, OVER, ACROSS AND THROUGH THE FOLLOWING DESCRIBED PROPERTY, AS SET FORTH IN THAT CERTAIN ACCESS AND UTILITIES EASEMENT BY AND BETWEEN METROPOLITAN WATER DISTRICT OF SALT LAKE AND SANDY, AS GRANTOR, AND DII-DRAPER, LLC, AS GRANTEE, RECORDED DECEMBER 03, 2002, AS ENTRY NO. 8444036, IN BOOK 8696, AT PAGE 3077, OF OFFICIAL RECORDS.

BEGINNING AT THE SOUTHEAST CORNER OF SECTION 12, TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE SOUTH 00 DEGREES 21'24" WEST, 350.00 FEET ALONG THE SECTION LINE; THENCE NORTH 89 DEGREES 38'36" WEST, 15.00 FEET; THENCE NORTH 00 DEGREES 21'24" EAST 300.00 FEET; THENCE NORTH 13 DEGREES 03'03" WEST, 51.20 FEET; THENCE NORTH 00 DEGREES 27'52" EAST, 480.51 FEET TO THE NORTHERN PROPERTY LINE OF THE PARCEL OWNED BY THE METROPOLITAN WATER DISTRICT; THENCE NORTH 70 DEGREES 18'40" EAST 27.70 FEET ALONG SAID NORTHERN PROPERTY LINE TO A POINT ON THE EAST SECTION LINE OF SECTION 12; TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; THENCE SOUTH 00 DEGREES 27'52" WEST 490.00 FEET ALONG THE SECTION LINE TO THE POINT OF BEGINNING.

PARCEL 1B:

A NON-EXCLUSIVE TEMPORARY EASEMENT ON, OVER, ACROSS AND THROUGH THE FOLLOWING DESCRIBED PROPERTY, AS SET FORTH IN THAT CERTAIN ACCESS AND UTILITIES EASEMENT (TEMPORARY) BY AND BETWEEN SORENSON ASSOCIATES, LLC AND ALLIANCE CAPITAL DEVELOPMENT, LLC, AS GRANTOR, AND DII-DRAPER, LLC, AS GRANTEE, RECORDED DECEMBER 3, 2002, AS ENTRY NO. 8444037, IN BOOK 8696, AT PAGE 301, OF OFFICIAL RECORDS, AMENDED BY AMENDMENT TO ACCESS AND UTILITY EASEMENT RECORDED OCTOBER 3, 2003, AS ENTRY NO. 8842800, IN BOOK 8923, AT PAGE 5881, OF OFFICIAL RECORDS, AND AFFIDAVIT OF CORRECTION RECORDED DECEMBER 15, 2003, AS ENTRY NO. 8924169, IN BOOK 8923, AT PAGE 5880, OF OFFICIAL RECORDS.

BEGINNING AT THE NORTHWEST CORNER OF LOT 3, AS SHOWN ON THE SUBDIVISION PLAT ENTITLED "SOUTH POINTE COMMERCE CENTER SUBDIVISION," BOOK 2003P, AT PAGE 6 IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER, TOWNSHIP 4 SOUTH, RANGE 1 EAST; THENCE ALONG THE NORTHERLY BOUNDARY OF SAID SUBDIVISION, NORTH 60 DEGREES 19'24" EAST 855.68 FEET TO A POINT ON A NON-TANGENT 75.00 FOOT

RADIUS CURVE TO THE RIGHT, SAID POINT ALSO BEING ON THE RIGHT OF WAY OF 65 EAST (RADIUS BEARS NORTH 28 DEGREES 43'41" EAST); THENCE ALONG SAID CURVE AND CONTINUING ALONG SAID RIGHT OF WAY 125.11 FEET, THROUGH A CENTRAL ANGLE OF 95 DEGREES 34'29"; THENCE NORTH 65 DEGREES 33'29" WEST, 11.00 FEET TO A POINT ON A NON-TANGENT 61.00 FOOT RADIUS CURVE TO THE RIGHT (RADIUS BEARS NORTH 65 DEGREES 33'29" WEST); THENCE ALONG SAID CURVE 48.17 FEET, THROUGH A CENTRAL ANGLE 45 DEGREES 14'41" THENCE SOUTH 69 DEGREES 41'12" WEST 50.17 FEET TO A POINT ON A 287.50 FOOT RADIUS CURVE TO THE LEFT (RADIUS BEARS SOUTH 20 DEGREES 18'48" EAST); THENCE ALONG SAID CURVE 147.28 FEET, THROUGH A CENTRAL ANGLE OF 26 DEGREES 21'05"; THENCE SOUTH 40 DEGREES 20'07" WEST 61.57 FEET TO A POINT ON A 202.50 FOOT RADIUS CURVE TO THE RIGHT (RADIUS BEARS NORTH 49 DEGREES 39'53" WEST); THENCE ALONG SAID CURVE 70.64 FEET, THROUGH A CENTRAL ANGLE OF 19 DEGREES 59'18"; THENCE SOUTH 60 DEGREES 19'24" WEST 613.46 FEET; THENCE SOUTH 29 DEGREES 40'56" EAST 48.55 FEET; THENCE NORTH 70 DEGREES 30'59" EAST 121.20 FEET TO THE POINT OF BEGINNING.

PARCEL 1C:

TOGETHER WITH A NONEXCLUSIVE EASEMENT AND RIGHT OF WAY OVER ANN ARBOR, LANSING WAY AND DEARBOURNE VIEW DRIVE FOR INGRESS, EGRESS AND OTHER UTILITIES AS DISCLOSED BY THAT CERTAIN AGREEMENT RECORDED JANUARY 8, 2013, AS ENTRY NO. 11351694 IN BOOK 10995 AT PAGE 7163 OF OFFICIAL RECORDS.

Exhibit A-3

Assignment of Draper Landing Loan Documents

(see attached)

Schedule III

List of Draper Landing Loan Documents

1. Promissory Note dated November 25, 2015, in the stated principal amount of \$1,036,870, between Assignor and Draper Landing Borrower.

2. Deed of Trust, Assignment of Rents and Leases, Security Agreement and Fixture Filing dated November 25, 2015, executed by Draper Landing Borrower to Loyal C. Hulme, as Trustee, for the benefit of Assignor, as Beneficiary, and recorded as Entry No. 12180215 in the records of the Recorder's Office for Salt Lake County, Utah; as amended by that certain First Amendment to Deed of Trust, Assignment of Rents and Leases, Security Agreement and Fixture Filing dated as of May 26, 2017, executed by Draper Landing Borrower and Assignor, and recorded as Entry No. 12554518.

3. Any assignable interest of Assignor with respect to the Management Services Agreement dated November 25, 2015, executed by Draper Landing Borrower and Lake City Custom Homes, LLC.

4. Pledge and Security Agreement dated November 25, 2015, executed by Lake City Enterprises, LLC, a Utah limited liability company, Dave Brown, and Dan Newell, collectively as Pledgor, in favor of Assignor, as Secured Party; as amended by that certain First Amendment to Pledge and Security Agreement dated May 26, 2017, executed by Dave Brown and Dan Newell, as Pledgor, in favor of Assignor.

5. Guaranty and Environmental Indemnity dated on or about November 25, 2015, executed by Dave Brown and Dan Newell, collectively as Guarantor, in favor of Assignor; as amended by that certain First Amendment to Guaranty and Environmental Indemnity dated as of May 26, 2017, executed by Guarantor in favor of Assignor.

6. Any assignable interest of Assignor with respect to the Second Amended and Restated Operating Agreement of Draper Landing Borrower dated October 9, 2015.

7. Forbearance Agreement dated May 26, 2017, by and among Dan Newell, David Brown, Steeplechase 5 Borrower, Steeplechase 59 Borrower, Draper Landing Borrower, and Assignor.

8. Loan Policy of Title Insurance issued by Old Republic National Title Insurance Company to Assignor dated December 1, 2015, in the amount of \$1,036,870.00, under Policy Number LX10992198.

Exhibit B-3

Draper Landing Allonge

See attached

ALLONGE

This Allonge is to be attached to that certain Promissory Note dated November 25, 2015 executed by LAKE CITY CAPITAL XII, LLC, a Utah limited liability company (the "Borrower") to the order of CAMBIA CAPITAL PARTNERS, LLC (the "Original Lender") in the original principal amount of \$1,036,870 (as amended, restated, supplemented or otherwise modified, the "Note").

PAY TO THE ORDER OF ACADEMY CONSTRUCTION LENDING, L.C., a Utah limited liability company (THE "NEW LENDER"), WITHOUT RECOURSE AND WITHOUT REPRESENTATION OR WARRANTY, EXPRESS, IMPLIED OR BY OPERATION OF LAW, OF ANY KIND AND NATURE WHATSOEVER, EXCEPT AS SET FORTH IN THAT CERTAIN LOAN PURCHASE AND ASSIGNMENT AGREEMENT BETWEEN ORIGINAL LENDER AND NEW LENDER, DATED ON OR AROUND THE DATE HEREOF.

Dated: March 2nd, 2018.

CAMBIA CAPITAL PARTNERS, LLC, a Utah limited liability company

By:


Name: Michael Christensen
Title: President