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RASHELLE HOBBS
Recorder, Salt Lake County, UT
COTTONWOOD TITLE
BY: eCASH, DEPUTY - EF 16 P.

RETURN ADDRESS:

BRMK Lending, LLC
1420 Fifth Avenue, Suite 2000
Seattle, WA 98101

CT-123401-CAP
TIN 10-31-378-018

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ASSUMPTION AGREEMENT

THIS ASSUMPTION AGREEMENT (the "Agreement") is made and entered into this 11 day of DECEMBER, 2020, by and between BRMK LENDING, LLC, a Delaware limited liability company and the successor in interest by merger to BRELF II, LLC, a Washington limited liability company ("Lender"); EASTWIND CONSTRUCTION LLC, a Utah limited liability company, JR MILLCREEK COVE, LLC, a Utah limited liability company, and LOUISE TOBEY, an individual, as tenants in common (collectively, "Assuming Party"); and JAY TOBEY and RANDY KRANTZ, each an individual (each, a "New Guarantor" and collectively, the "New Guarantors").

RECITALS:

A. On or about August 31, 2016, Lender made a loan (the "Loan") to Millcreek Cove Apartments, LLC, a Utah limited liability company ("Borrower"), in the original principal amount of Eight Hundred Thousand and 00/100 Dollars (\$800,000.00).

B. The Loan is evidenced and secured by the following loan documents (hereinafter collectively called, along with any other related and executed documents not specifically referenced herein, the "Loan Documents"):

1. Promissory Note dated August 31, 2016, in the original principal amount of Eight Hundred Thousand and 00/100 Dollars (\$800,000.00), executed by Borrower and payable to the order of Lender, as amended by First Addendum to Promissory Note dated November 30, 2016, Second Addendum to Promissory Note dated November 30, 2017, Third Addendum to Promissory Note dated April 30, 2018, Fourth Addendum to Promissory Note dated June 1, 2018, Fifth Addendum to Promissory Note dated August 31, 2018, Sixth Addendum to Promissory Note dated September 30, 2018, Seventh Addendum to Promissory Note dated October 24, 2018, Eighth Addendum to Promissory Note dated November 30, 2018, Ninth Addendum to Promissory Note dated December 31, 2018, Tenth Addendum to Promissory Note dated January 29, 2019, Eleventh Addendum to Promissory Note dated February 28, 2019, Twelfth Addendum to Promissory Note

dated March 21, 2019, Amendment to Promissory Note dated April 30, 2019, Thirteenth Addendum to Promissory Note dated May 24, 2019, Fourteenth Addendum to Promissory Note dated June 11, 2019, and Amendment to Promissory Note dated July 31, 2019 (collectively, together with any and all other amendments and modifications, the “**Note**”).

2. Deed of Trust, Security Agreement and Fixture Filing With Assignment of Leases and Rents dated August 31, 2016, and recorded on September 1, 2016, under Salt Lake County Recorder’s Entry No. 12356763, Book 10471, Pages 7903-7930, as amended by First Amendment to Deed of Trust, Security Agreement and Fixture Filing With Assignment of Leases and Rents dated November 30, 2016, and recorded on November 30, 2016, under Salt Lake County Recorder’s Entry No. 12423762, Book 10505, Pages 8406-8409, and Second Amendment to Deed of Trust, Security Agreement and Fixture Filing With Assignment of Leases and Rents dated June 1, 2018, and recorded on June 11, 2018, under Salt Lake County Recorder’s Entry No. 12788893, Book 10683, Pages 296-298 (collectively, together with any and all other amendments and modifications, the “**Deed of Trust**”). The Deed of Trust encumbers certain real property located in Salt Lake County, Utah (the “**Property**”), which Property is more particularly described on Exhibit A attached hereto and incorporated herein by this reference in a first lien position.

3. Unconditional Guaranty Agreements dated August 31, 2016, executed by Randy Krantz (“**Krantz**”), Corey Jones (“**Jones**”), Andy Jones, and David Steffensen, respectively (collectively, the “**Guarantors**”), for the benefit of Lender.

4. Holdback Agreement dated August 31, 2016, executed by Borrower and Lender, as amended by Amended Holdback Agreement dated November 30, 2016, Amended Holdback Agreement dated June 1, 2018, and Amended Holdback Agreement dated June 11, 2019.

5. Affidavits Regarding Business Use of Loan Proceeds dated August 31, 2016, executed by Krantz and Jones, respectively.

6. Security Agreement dated August 31, 2016, executed by Borrower and Lender.

7. UCC Financing Statement filed _____ .

C. David Steffensen, Trustee of the Robert G. Steffensen Trust FBO David W. Steffensen U/A/D 10/04/2017 (“**Junior Lender**”), has acquired the Property by foreclosure of its junior deed of trust against the Property. The Property remains subject to Lender’s Deed of Trust.

D. Pursuant to a Commercial Real Estate Purchase Contract dated November 12, 2020, Junior Lender is selling the Property to Assuming Party, subject to Lender’s Deed of Trust.

E. Assuming Party has requested Lender’s consent to the transfer of ownership of the Property, as required under Article III, Section 19 of the Deed of Trust, and to the assumption of the Loan, and Lender has agreed to give its consent, subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of Lender's consent to the transfer of ownership of the Property to Assuming Party and the parties' other agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows (defined terms in the Loan Documents shall have the same meaning when used herein):

1. As of the date hereof, the unpaid balance of the Note is Six Million Three Hundred Thirty-Four Thousand Nine Hundred Twenty and 49/100 Dollars (\$6,334,920.49).

2. Effective on the Effective Date defined below, Lender consents to the conveyance of fee title in and to the Property to Assuming Party, subject to the terms and conditions contained herein.

3. Assuming Party hereby acknowledges and agrees that it will acquire ownership of the Property subject to Lender's Deed of Trust. Effective on the Effective Date, Assuming Party shall and does hereby assume and agree to pay, perform and observe all of the terms, covenants and conditions of Borrower in each of the Loan Documents, including, without limitation, all of the payment obligations evidenced by the Note (as amended), all as now existing and hereafter arising. All obligations of Assuming Party shall be joint and several obligations of each entity and/or individual comprising Assuming Party. Assuming Party acknowledges that Lender has provided copies of the Loan Documents to Assuming Party and Assuming Party is fully informed and knowledgeable of the terms and conditions of the Loan Documents.

4. Lender's consent as provided herein shall in no way release or relieve Borrower or Guarantors of their duties and obligations under the Loan Documents, and in all events, Borrower and Guarantors shall remain and be principally liable for the prompt payment of sums owed to Lender under the Note and other Loan Documents. Furthermore, all of the representations, warranties and covenants in the Loan Documents applicable to Borrower and Guarantors shall continue to apply to Borrower and Guarantors, respectively, unless specifically provided otherwise herein.

5. Lender's consent in this Agreement is limited to this transaction only, and this Agreement shall not constitute a waiver or modification of any terms, provisions or requirements of the Loan Documents in any respect, except as specifically set forth herein or as otherwise expressly agreed to by Lender in writing.

6. Lender's consent to the transfer of the Property to Assuming Party and Assuming Party's assumption of the obligations of Borrower evidenced by the Loan Documents is conditioned upon the following:

a. Assuming Party shall deliver to Lender payment of One Million Two Hundred Fifty-Five Thousand Seven Hundred Thirty-Three and 56/100 Dollars (\$1,255,733.56) as a payment against the Loan (the "**Loan Payment**"); and

b. Lender and Assuming Party shall enter into an Amendment to Promissory Note (the "**Note Amendment**") in a form substantially similar to Exhibit B attached hereto and

incorporated herein by this reference to amend certain terms of the Note as set forth in the Note Amendment.

7. Assuming Party agrees to reimburse Lender for its attorneys' fees and costs related to this matter in the approximate amount of Five Thousand Dollars (\$5,000). Payment of this fee shall be added to the balance of the loan. Assuming Party further agrees to pay for all recording fee, all escrow fees and the filing fee of any new Financing Statements and/or amendments to the previously filed Financing Statement.

8. As part of the consideration for, and as a condition to this Agreement, Lender shall be provided with, at Assuming Party's expense, an endorsement (the "**Endorsement**") to Lender's ALTA Loan Policy of Title Insurance issued by First American Title Insurance Company (the "**Title Company**") under Policy No. 5021200-0175139e. The Endorsement shall be in a form approved by Lender and shall provide that the Deed of Trust continues to be insured as a first lien against the Property as of the date and time of the recording of this Agreement, and there has been no change from the date of the Policy, other than the change in the Property's ownership to Assuming Party and the recording of this Agreement.

9. Lender's consent to the transfer of the Property to Assuming Party and Assuming Party's assumption of the obligations of Borrower under the Loan is also conditioned upon New Guarantors' irrevocable and unconditional guarantees of the Loan, as evidenced by the New Guarantors' execution and delivery to Lender of an Unconditional Continuing Guaranty (the "**New Guaranty**"), in the form to be provided by Lender.

10. As part of the consideration for this Agreement, Assuming Party and New Guarantors, for themselves and for their respective predecessors, heirs, successors and assigns (hereinafter collectively referred to as the "**Releasing Parties**"), hereby release Lender and all of Lender's predecessors, successors, officers, directors, agents, employees and assigns (hereinafter collectively referred to as the "**Lender Affiliates**") from any and all claims, demands, losses and liabilities which in any manner relate to the Loan Documents or the Property and which occurred prior to or as of the date of this Agreement, whether such claims are presently known or unknown, contingent or noncontingent, and each of the Releasing Parties acknowledges that part of the consideration of this Agreement shall consist of their complete and unconditional waiver of all claims which may now or hereafter exist and which relate to any actual or alleged agreement, act or omission on the part of any one or more of the Lender Affiliates and which occurred prior to or as of the date of this Agreement.

11. Assuming Party acknowledges that the sole relationship created by this Agreement and the Loan Documents is that of lender and borrower and that no partnership, joint venture, or other common undertaking has existed or currently exists under or with respect to this Agreement, the Loan Documents or the Property, nor shall the same arise by virtue of this Agreement.

12. Except as specifically modified in this Agreement, nothing herein contained shall be considered as modifying, altering or affecting the Loan Documents, the original priority thereof, or the rights, benefits, duties or obligations of the parties thereto. It is further recognized

and agreed that any and all other documents and security agreements entered into between any two (2) or more of the parties hereto which are in any manner connected with the indebtedness evidenced by the Note shall remain in full force and effect unless specifically cancelled or amended by an instrument in writing signed by the Lender. In the event of any conflict or inconsistency between this Agreement and any other Loan Documents, the terms and conditions of this Agreement shall control.

13. This Agreement supersedes all previous oral and written communications with respect to the Assuming Party's assumption of the Note and Loan Documents, and constitutes the entire agreement between Lender and Assuming Party. This Agreement may not be modified except by written instrument executed by Lender and Assuming Party subsequent to the date hereof.

14. This Agreement shall become effective only upon the complete execution hereof by each of the parties hereto and the satisfaction of all conditions set forth herein and shall bind and insure to the benefit of such parties and their respective heirs, successors and assigns.

15. Assuming Party agrees to execute any other documents reasonably requested by Lender to complete the transaction contemplated by this Agreement, including but not limited to new Financing Statements, and/or amendments to the previously filed Financing Statement.

16. The "**Effective Date**" of this Agreement shall be on the date when all of the following have occurred:

- a. This Agreement, the New Guaranty, and the Note Amendment have been fully executed by all parties and delivered to Lender or to the Title Company.
- b. A deed transferring fee title to the Property to Assuming Party is recorded with the Salt Lake County Recorder.
- c. This Agreement is recorded with the Salt Lake County Recorder.
- d. Lender has received the Endorsement.
- e. Lender has received the Loan Payment.
- f. Assuming Party has paid all other amounts due and payable pursuant to this Agreement.

17. Assuming Party's principal place of business and address for notices is:

5330 S. 900E.
STE 170
SALT LAKE CITY, UT 84117

18. This Agreement is the result of substantial negotiations between Lender and Assuming Party and shall be construed in accordance with the fair intent and meaning of the

ASSUMPTION AGREEMENT

Page 5 of 12

language contained in this Agreement in its entirety and not for or against either party, regardless of which party (or its legal counsel) was responsible for its preparation.

19. This Agreement and the rights and duties of the parties hereto shall be construed and determined in accordance with the internal laws of the State of Utah, without giving effect to principles regarding conflict of laws. The parties hereby submit to the exclusive jurisdiction of the United States District Court for the District of Utah and of any Utah state court sitting in Salt Lake County, Utah for purposes of all legal proceedings arising out of or relating to this Agreement or the transactions contemplated hereby or thereby.

20. The failure of Lender to insist upon strict performance of a covenant or obligation of Assuming Party under this Agreement shall not be deemed a waiver of Lender's right to demand strict compliance therewith in the future, nor will a periodic advance of funds by Lender waive any conditions to advance not fulfilled at the time of the advance.

21. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

PURSUANT TO UTAH CODE SECTION 25-5-4, ASSUMING PARTY IS NOTIFIED THAT THIS AGREEMENT IS A FINAL EXPRESSION OF THE AGREEMENTS BETWEEN LENDER AND ASSUMING PARTY AND THIS AGREEMENT MAY NOT BE CONTRADICTED BY EVIDENCE OF ANY ALLEGED ORAL AGREEMENT.

[Signatures follow on next pages]

IN WITNESS WHEREOF, this Agreement has been executed as of the date and year first above written.

LENDER:

BRMK LENDING, LLC,
a Delaware limited liability company

By: Broadmark Realty Capital Inc., a Maryland corporation, its Sole Member



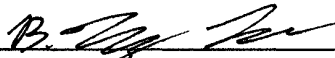
By _____
Name: Jeffrey B. Pyatt
Title: President and Chief Executive Officer


ASSUMING PARTY:

EASTWIND CONSTRUCTION LLC,
a Utah limited liability company

By _____
Name: _____
Title: _____

JR MILLCREEK COVE, LLC,
a Utah limited liability company

By  _____
Name: B. Jay Tobey
Title: Manager

 _____
LOUISE TOBEY, Individually

NEW GUARANTORS:

 _____
JAY TOBEY, Individually

RANDY KRANTZ, Individually

IN WITNESS WHEREOF, this Agreement has been executed as of the date and year first above written.

LENDER:

BRMK LENDING, LLC,
a Delaware limited liability company

By: Broadmark Realty Capital Inc., a Maryland corporation, its Sole Member

By _____
Name: Jeffrey B. Pyatt
Title: President and Chief Executive Officer

ASSUMING PARTY:

EASTWIND CONSTRUCTION LLC,
a Utah limited liability company

By Randy Kuntz
Name: Randy Kuntz
Title: Manager

JR MILLCREEK COVE, LLC,
a Utah limited liability company

By B. Jay Tobey
Name: B. Jay Tobey
Title: Manager

LK Tobey
LOUISE TOBEY, Individually

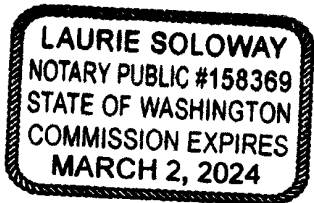
STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that JEFFREY B. PYATT is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the President and Chief Executive Officer of BROADMARK REALTY CAPITAL INC., the Sole Member of BRMK LENDING, LLC, to be the free and voluntary act and deed of such limited liability company, for the uses and purposes mentioned in the instrument.

WITNESS my hand and official seal hereto affixed this 9th day of December, 2020.

Laurie Soloway
(Signature of Notary)

(Seal)



(Print or stamp name of Notary)
NOTARY PUBLIC in and for the State
of Washington
My Appointment Expires: 3/2/2024

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

I certify that I know or have satisfactory evidence that DANDY KRANTZ is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the MANAGER of EASTWIND CONSTRUCTION LLC, to be the free and voluntary act and deed of said limited liability company, for the uses and purposes mentioned in the instrument.

WITNESS my hand and official seal hereto affixed this 11 day of December, 2020.

(Seal)



Cortlund G. Ashton
(Signature of Notary)
CORTLUND G ASHTON
(Print or stamp name of Notary)
NOTARY PUBLIC in and for the State of Utah
My Appointment Expires: 7/25/23

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

I certify that I know or have satisfactory evidence that BRANDON JAY TOBY is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the MANAGER of JR MILLCREEK COVE, LLC, to be the free and voluntary act and deed of said limited liability company, for the uses and purposes mentioned in the instrument.

WITNESS my hand and official seal hereto affixed this 11 day of December, 2020.

(Seal)



Cortlund G. Ashton
(Signature of Notary)
CORTLUND G ASHTON
(Print or stamp name of Notary)
NOTARY PUBLIC in and for the State of Utah
My Appointment Expires: 7/25/23

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

I certify that I know or have satisfactory evidence that LOUISE TOBEY is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

WITNESS my hand and official seal hereto affixed this 11th day of DECEMBER, 2020.

(Seal)



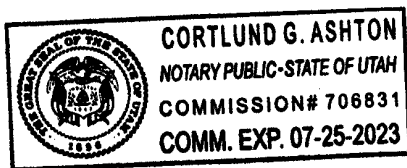
Cortlund G Ashton
(Signature of Notary)
CORTLUND G ASHTON
(Print or stamp name of Notary)
NOTARY PUBLIC in and for the State of Utah
My Appointment Expires: 7/25/23

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

I certify that I know or have satisfactory evidence that JAY TOBEY is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

WITNESS my hand and official seal hereto affixed this 11 day of December, 2020.

(Seal)



Cortlund G Ashton
(Signature of Notary)
CORTLUND G ASHTON
(Print or stamp name of Notary)
NOTARY PUBLIC in and for the State of Utah
My Appointment Expires: 7/25/23

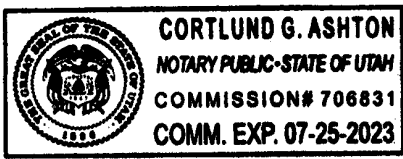
STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

I certify that I know or have satisfactory evidence that RANDY KRANTZ is the person who appeared before me, and said person acknowledged that he signed this instrument and

acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

WITNESS my hand and official seal hereto affixed this 11 day of DECEMBER, 2020.

(Seal)



Cortlund G. Ashton
(Signature of Notary)
CORTLUND G ASHTON
(Print or stamp name of Notary)
NOTARY PUBLIC in and for the State of Utah
My Appointment Expires: 7/25/23

**EXHIBIT A
LEGAL DESCRIPTION OF THE PROPERTY**

**EXHIBIT A
PROPERTY DESCRIPTION**

A portion of Lots 8 and 9, Block 7, Ten Acre Plat "A", Big Field Survey, being in the Southwest quarter of Section 31, Township 1 South, Range 1 East, Salt Lake Base and Meridian, described as follows:

Beginning at the Northwest corner of said Lot 8, which is 574.15 feet South 00°01'11" West (Record = South) from the Northwest corner of Lot 9; thence North 00°01'11" East (Record = North) 105.00 feet along the Westerly boundary lines of said entire tracts to the Northwesterly corner of Parcel No. 16-31-378-009; thence South 89°57'16" East (Record = East) 379.38 feet along the Northerly boundary line to the Northeasterly corner of said Parcel No. 16-31-378-009; thence South 00°10'31" West (Record = South) 105.00 feet along the Easterly boundary lines of said entire tracts to the Southeasterly corner of Parcel No. 16-32-378-010; thence South 89°58'00" West (Record = West) 123.64 feet along the Southerly boundary line of said parcel to the Northeasterly corner of Parcel No. 16-31-378-011; thence along the Easterly, Southerly and Westerly boundary lines of said Parcel No. 16-31-378-011 the following five (5) courses: 1) South 00°30'42" West (Record = South 56.25 feet) 55.90 feet; 2) North 89°59'46" West (Record = 22.73 feet) 22.00 feet; 3) South 00°00'14" West (Record = South 00°01'01" West) 1.50 feet; 4) North 89°59'46" West (Record = North 89°58'59" West) 232.99 feet; 5) North 00°01'11" East (Record = North) 57.75 feet to the point of beginning.

Tax Id No.: 16-31-378-018

**EXHIBIT B
AMENDMENT TO PROMISSORY NOTE**