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Gary W. Ott
Recorder, Salt Lake County, UT
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BY: eCASH, DEPUTY - EF 9 P.

WHEN RECORDED RETURN TO:

Justin Lincoln
Ameritas Investment Partners
1876 Waycross Road
Cincinnati, OH 45240

ASSIGNMENT AND ASSUMPTION AGREEMENT

This **ASSIGNMENT AND ASSUMPTION AGREEMENT** (hereinafter referred to as "Agreement"), is entered into as of the 31 day of December, 2015, ("Effective Date") by and among Ameritas Life Insurance Corp., a Nebraska corporation, whose address is 5900 O Street, Lincoln, NE 68510, (hereinafter referred to as "Lender"), Highland Drive Associates, L.C., a Utah limited liability company (hereinafter referred to as "Assignor"), D. Eric Ensign and Stuart D. Nelson (collectively hereinafter "Original Guarantors"), Naniloa Investment Company, L.L.C., a Utah limited liability corporation (hereinafter referred to as "Assignee"), and Robert Jay Brasher, Jeffrey Frank Brasher, and Douglas Ty Brewer (hereinafter referred to as the "New Guarantors").

WITNESSETH

WHEREAS, Assignor is obligated and liable for the payment to Lender of debt in the original amount of One Million Three Hundred Fifty Thousand and No/100 Dollars (\$1,350,000.00) as evidenced by a Promissory Note (hereinafter the "Note") currently held by Lender and dated September 26, 2014, the repayment of which is secured by a Deed of Trust, Security Agreement, Assignment of Rents and Fixture Filing Statement (hereinafter the "Deed of Trust") dated September 30, 2014, which was recorded on September 30, 2014 in the Official Records of the Salt Lake County, Utah Recorder's office under Instrument No. 11921949 and which encumbers certain real estate presently owned by Assignor located in Salt Lake County, Utah (hereinafter referred to as the "Property"), more particularly described on Exhibit "A" attached hereto.

WHEREAS, the repayment of the loan evidenced by the Note is further secured by an Assignment of Rents and Leases executed by Assignor in favor of Lender dated September 30, 2014, and recorded September 30, 2014 in the Official Records of the Salt Lake County, Utah Recorder's office under Instrument No. 11921950;

WHEREAS, in connection with and as a condition precedent to the making of the loan evidenced by the Note, Assignor executed an Environmental Indemnity dated September 26, 2014 in favor Lender, which Indemnity together with the Deed of Trust constitute the "Security Documents" referenced herein; and

WHEREAS, Original Guarantors executed a Guaranty Agreement dated September 26, 2014 ("Guaranty"), whereby they are personally liable for all obligations arising out of the Note and Security Documents to the extent provided in such Guaranty; and

WHEREAS, Assignor and Assignee have requested Lender's consent for Assignor to sell and convey the entirety of its interest in the Property described in said Deed of Trust to the Assignee subject

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to the Note and Security Documents and that Assignee accordingly be permitted to assume all liabilities and obligations of Assignor under the Security Documents, as modified herein; and

WHEREAS, Assignor and Assignee have requested Lender's consent to the replacement of Original Guarantors with New Guarantors under the Guaranty and the corresponding release of both Assignor and Original Guarantors from their respective liabilities obligations under the Note, Security Documents and Guaranty to the extent provided herein.

NOW THEREFORE, for the reasons set forth above and in consideration of the mutual conveyance and promises of the parties hereto, Assignor, Lender, Assignee and New Guarantor covenant and agree as follows:

Section One
ASSIGNMENT, ASSUMPTION and CONSENT

Lender and Assignor hereby represent and warrant that: (1) Lender is the present holder of the above referenced Note and Security Documents and is the sole owner of the indebtedness evidenced thereby, (2) the current outstanding principal balance the Note is \$1,274,467.37, (3) the current effective interest rate of the Note is 4.50% per annum, (4) the current monthly principal and interest installment payment is \$10,327.41 and is due on the first day of each and every calendar month, (5) all installment payments due through December 31, 2015 have been paid current, (6) the maturity date of the Note is October 1, 2029, and (7) there are no existing defaults or events which with notice or the passage of time would constitute a default.

For good and valuable consideration, the Assignor hereby assigns and Assignee assumes all of the Assignor's rights, duties, obligations, liabilities and interests in the Note and all Security Documents, as modified herein, and Lender hereby consents to the Assignor's conveyance of the Property to Assignee as well as to Assignee's assumption of Assignor's rights, duties, obligations, liabilities and interests in and to the Note and Security Documents. Assignee hereby expressly assumes the unpaid balance due and owing on the Note, together with interest thereon as provided in the Note, together with all other monetary and non-monetary covenants, agreements and other obligations under the Note and each and every one of the other Security Documents with the same force and effect as if Assignee had been specifically named therein as the original maker, borrower, mortgagor or grantor, as applicable. Assignee agrees to pay all loan installments as they become due and to observe all obligations of the Note and the other Security Documents. The foregoing assumption by Assignee is absolute and unconditional and is not subject to any defenses, waivers, claims or offsets, nor may such assumption be affected or impaired by any agreement, condition, statement or representation of Assignor or any failure to perform the same, and Assignee hereby relinquishes, waives and releases any and all such defenses, claims, offsets, and causes of action.

Additionally, for good and valuable consideration, Original Guarantors hereby assign and delegate and New Guarantors hereby assume, on a joint and several basis, all of the Original Guarantors' rights, duties, liabilities, obligations and interests in and to the Guaranty, and Lender hereby consents to, approves and accepts the foregoing assignment, delegation and assumption. The foregoing assumption by New Guarantors is absolute and unconditional and is not subject to any defenses, waivers, claims or offsets, nor may such assumption be affected or impaired by any agreement, condition, statement or representation of Original Guarantors or Assignor or any failure to perform the same, and New Guarantors hereby relinquish, waive and release any and all such defenses, claims, offsets, and causes of action against Lender.

Section Two
RELEASE OF ASSIGNOR AND ORIGINAL GUARANTORS

Lender hereby releases Assignor and Original Guarantors from all liability and obligations they may now or hereafter have under the Note, Security Documents and Guaranty; provided, however, that Lender does not release Assignor or Original Guarantors from any liabilities under the Note, Security Documents or Guaranty arising from events occurring prior to the Effective Date.

Section Three
LIMITATION OF CONSENT

Lender's consent to this transfer is strictly limited to the terms of this Agreement and to the conveyance of the Property from the Assignor to the Buyer. This Agreement shall not constitute a waiver or modification of the requirements of the Deed of Trust concerning transfer and obtaining Lender's consent to any future transfer. Assignee specifically acknowledges that any future transfer of the Property or any interest therein not in accordance with the Deed of Trust shall entitle Lender to accelerate the indebtedness and foreclose under the Deed of Trust. The Security Documents are hereby ratified and except as expressly amended by this Agreement, the Note, Deed of Trust and other Security Documents remain unmodified and in full force and effect.

Section Four
NO IMPAIRMENT OF LIEN

All of the Property described in the Deed of Trust shall remain subject to the lien, charge, or encumbrance of such Deed of Trust, and nothing herein contained or done pursuant hereto shall affect or be construed to affect the lien, charge, or encumbrance of the Deed of Trust or the priority thereof over other liens, charges, or encumbrances, or, except as herein otherwise expressly provided, to release or affect the liability of any party or parties whomsoever that would now or may hereafter be liable under or on account of such Note and/or Security Documents.

Section Five
INTERPRETATION

In this Agreement, the singular number includes the plural and the plural number includes the singular. If this Agreement is executed by more than one person, firm, corporation, or other entity as assignor, the obligations of each such person, firm, corporation, or other entity hereunder shall be joint and several.

Section Six
LIMITATIONS

The right to plead any statute of limitations as a defense to any obligations and demands secured by or mentioned in such Deed of Trust is hereby waived by Assignee to the full extent permissible by law.

Section Seven
APPLICATION OF AGREEMENT

This Agreement applies to, inures to the benefit of, and binds all parties hereto and their respective heirs, legatees, devisees, and administrators, executors, successors and assigns. This Agreement may be executed in counterparts, each of which shall constitute an original, but all of which shall constitute a single document.

Section Eight
NOTICES

Notices to the parties shall be sent to the following addresses:

Lender:	Ameritas Life Insurance Corp. 5900 O Street Lincoln, NE 68501
Assignee:	Naniloa Investment Company, L.L.C. 780 South 5600 West Salt Lake City, UT 84104
Assignor:	Highland Drive Associates, L.C. 24001 Foothill Drive Salt Lake City, UT 84109

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth below.

"LENDER"

Ameritas Life Insurance Corp.,
a Nebraska corporation

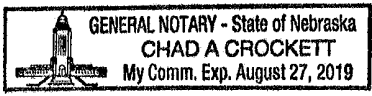
BY: _____

Jon B. Weinberg
Jon B. Weinberg
Its: Vice-President – Mortgage Loans & Real Estate

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 29th day of December, 2015, by Jon B. Weinberg, Vice-President – Mortgage Loans & Real Estate of Ameritas Life Insurance Corp., a Nebraska corporation, on behalf of said corporation.

Witness my hand and seal.



Chad A. Crockett

Notary Public
My Commission Expires: 8/27/2019

"ASSIGNEE"

Naniloa Investment Company, L.L.C.
a Utah limited liability company

BY: [Signature]
Robert Jay Brasher
Its Manager

BY: [Signature]
Jeffrey Frank Brasher
Its Manager

BY: [Signature]
Douglas Ty Brewer
Its Manager

STATE OF UTAH)
COUNTY OF Salt Lake) ss.

On this 30 day of December 2015, before me Kristal Talbot, a notary public, personally appeared Robert Jay Brasher as the Manager of Naniloa Investment Company, L.L.C., a Utah limited liability company, who proved on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged before me that he executed the same on behalf of said limited liability company. Witness my hand and official seal.

[Signature]
Notary Public

(Seal)

My Commission Expires: 4/25/19



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

On this 30 day of December 2015, before me KRISTAL TALBOT, a notary public, personally appeared Jeffrey Frank Brasher as the Manager of Naniloa Investment Company, L.L.C., a Utah limited liability company, who proved on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged before me that he executed the same on behalf of said limited liability company. Witness my hand and official seal.

Kristal Talbot
Notary Public

(Seal)

My Commission Expires: 4/25/19



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

On this 29 day of December 2015, before me KRISTAL TALBOT, a notary public, personally appeared Douglas Ty Brewer as the Manager of Naniloa Investment Company, L.L.C., a Utah limited liability company, who proved on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged before me that he executed the same on behalf of said limited liability company. Witness my hand and official seal.

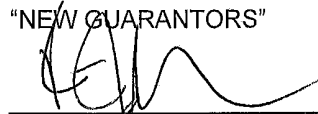
Kristal Talbot
Notary Public

(Seal)

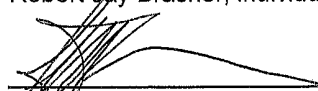
My Commission Expires: 4/25/19



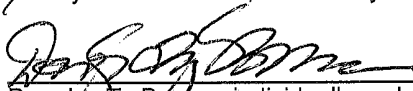
"NEW GUARANTORS"



Robert Jay Brasher, individually and personally



Jeffrey Frank Brasher, individually and personally



Douglas Ty Brewer, individually and personally

"ASSIGNOR"

Highland Drive Associates, L.C.,
a Utah limited liability company

By: *D. Eric Ensign*
D. Eric Ensign
Its: Manager

STATE OF UTAH)
COUNTY OF Salt Lake) ss.

On this 30 day of December 2015, before me Kristal Talbot, a notary public, personally appeared D. Eric Ensign as the Manager of Highland Drive Associates, L.C., a Utah limited liability company, who proved on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged before me that he executed the same on behalf of said limited liability company. Witness my hand and official seal.

Kristal Talbot
Notary Public

(Seal)

My Commission Expires: 4/25/19



"Original Guarantors"

D. Eric Ensign
D. Eric Ensign, individually & personally

Stuart D. Nelson
Stuart D. Nelson, individually & personally

EXHIBIT A

Legal Description of Property

**To Deed of Trust, Security Agreement,
Assignment of Rents and Fixture Filing Statement**

The land referred to in this Commitment is situated in the County of Salt Lake, State of Utah, and described as follows:

Beginning at a point on the new East right of way line of Highland Drive, said point being South 11°12' East 130.53 feet and East 7.14 feet from a sandstone monument which is marked the original and said sandstone monument being located North 77°09'15" East 33.01 feet from an existing Salt Lake County monument in the center of Highland Drive, said Salt Lake County Monument is calculated as being South 77°14'15" East 33.05 feet from the Northwest corner of Lot 2, Section 4, Township 2 South, Range 1 East, Salt Lake Base and Meridian and running thence South 11°12' East along said East right of way line 262.54 feet; thence East 315.81 feet to the West right of way line of the Jordan and Salt Lake Canal; thence North 8°30' West along said West line 217.21 feet; thence North 0°02' East along said West line 42.16 feet, to that certain fence line described in a Quit Claim Deed recorded December 14, 1983 as Entry No. 3875909 in Book 5511 at Page 1936-1937 in the Salt Lake County Recorder's Office; thence North 89°54'20" West along said fence line (equals South 89°50'14" West in said Quit Claim Deed) 334.72 feet to the point of beginning.

The following is shown for information purposes only: 22-04-201-023