

WHEN RECORDED, RETURN TO:

Deer Vista, LLC  
11859 Wilshire Boulevard, Suite 600  
Los Angeles, CA 90025  
Attn: Paul Jennings

Ent 375827 Bk 1048 Pl 1946-1951  
Date: 27-JAN-2012 4:52:34PM  
Fee: \$112.00 Check Filed By: MM  
ELIZABETH PALMIER, Recorder  
WASATCH COUNTY CORPORATION  
For: SUMMIT ESCROW & TITLE

## ASSIGNMENT

THIS ASSIGNMENT (the "Assignment") is entered into as of January 26<sup>th</sup>, 2012 (the "Effective Date"), by and between DEER CANYON INVESTMENTS, LLC, a California limited liability company ("Assignor"), and DEER VISTA, LLC, a Utah limited liability company, located at 11859 Wilshire Boulevard, Suite 600, Los Angeles, CA 90025 ("Assignee").

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Assignment. As of the Effective Date, Assignor hereby grants, conveys, transfers and assigns to Assignee all of Assignor's rights, title and interest in, to and under any and all of the following to the extent they are related to that certain real property consisting or portions of Deer Canyon Preserve Subdivision, Phases 1, 2 and 3, Wasatch County, Utah, and more particularly described in Exhibit A attached hereto (the "Real Property");

(a) All tangible personal property now or hereafter owned by Assignor and located on or in, or used in connection with, the Real Property (the "Personal Property");

(b) All leases, licenses, easements, development agreements, water rights, water contracts, and all other rights and interests, together with all associated amendments, modifications, extensions or supplements thereto appurtenant or relating to the Real Property, including, without limitation all rights under any of the instruments set forth on Exhibit B attached hereto (collectively, the "Appurtenant Rights");

(c) To the extent assignable, all intangible personal property now or hereafter owned by Assignor and used or usable in the ownership, use, operation, occupancy, maintenance or development of the Real Property, the Personal Property and the Appurtenant Rights, including, without limitation (i) all licenses, permits, certificates, approvals, authorizations and other entitlements issued; (ii) all reports, test results, environmental assessments, surveys, plans, specifications; (iii) all surety bonds, warranties and guaranties from manufacturers, contractors, subcontractors, suppliers and installers; (iv) all trade names, trademarks, service marks, building and property names and building signs used in connection with the Real Property, including the name "Deer Canyon Preserve" and all variations thereof; (v) all telephone numbers, domain names, e-mail addresses and other means of contact utilized in connection with the Real Property; and (vi) all other intangible property related to the Real Property (collectively, the "Intangible Property"); and

(d) To the extent Assignee accepts this assignment in writing and agrees to be bound thereby, any service contracts, telecommunications and other facilities contracts, utility contracts, maintenance contracts, management contracts, leasing contracts, equipment leases, brokerage and leasing commission agreements and other agreements or rights related to the construction, ownership, use, operation, occupancy, maintenance, repair or development of the Real Property (the "Contracts").

2. Purpose of Assignment; No Assumption. The purpose of the foregoing Assignment is to document the transfer to Assignee of all Assignors rights, title and interest in any of the Personal Property, Appurtenant Rights, Intangible Property and Contracts in connection with the conveyance of the Real Property by Assignor to Assignee. This Assignment shall not constitute an assumption of any of the obligations that may have arisen or may arise after the Effective Date with respect to any of the Personal Property, Appurtenant Rights, Intangible Property and Contracts.

3. Further Assurances. Assignor hereby covenants that it will, at any time and from time to time upon written request therefore and without the assumption of any additional liability thereby, execute and deliver to Assignee, its successors and assigns, any new or confirmatory instruments and take such further acts as Assignee may reasonably request to fully evidence the assignment contained herein and to enable Assignee, its successors and assigns to fully realize and enjoy the rights and interests assigned hereby.

4. Successors and Assigns. The provisions of this Assignment shall be binding upon, and shall inure to the benefit of, the successors and assigns of Assignor and Assignee, respectively.

IN WITNESS WHEREOF, Assignor has caused its duly authorized representative to execute this Assignment as of the date first above written.

[Signature and acknowledgement follow on the next page]

**ASSIGNOR:**

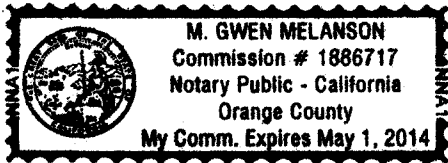
DEER CANYON INVESTMENTS, LLC, a  
California limited liability company

By: POINT CENTER FINANCIAL, INC., a  
California corporation, as Manager of  
Deer Canyon Investments, LLC

By: *[Signature]*  
DAN J. HARKEY, as President of  
Point Center Financial, Inc.

CALIFORNIA  
STATE OF ~~UTAH~~ )  
  : ss.  
COUNTY OF ~~WASATCH~~ )  
  ORANGE

The foregoing Assignment was acknowledged before me this 26<sup>th</sup> day of January, 2012,  
by Dan J. Harkey, the President of DEER CANYON  
INVESTMENTS, LLC, a California limited liability company



*M. Gwen Melanson*  
NOTARY SIGNATURE AND SEAL

CALIFORNIA ACKNOWLEDGMENT  
ATTACHED

ACKNOWLEDGMENT

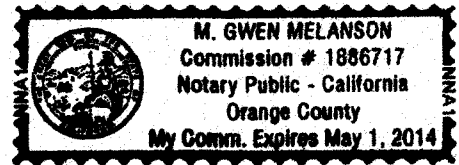
State of California  
County of ORANGE

On Jan. 26<sup>th</sup>, 2012 before me, M. Gwen Melanson, Notary Public  
(insert name and title of the officer)

personally appeared Dan J. Harkey  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature M. Gwen Melanson (Seal)

EXHIBIT A

LEGAL DESCRIPTION OF REAL PROPERTY

That certain real property located in Wasatch County, Utah, more particularly described as follows:

Parcel 1 (Fee Simple)

Lots 17, 18, 19 and 21 through 33, inclusive, of Deer Canyon Preserve Subdivision, Phase 2 (the "Phase 2 Lots"), as filed for record on October 7, 2005 as Entry No. 290117 in Book 793 at Page 221, together with an undivided fractional interest as to each such lot, in all common areas and open space as shown on the official plat thereof filed for record on October 7, 2005 as Entry No. 290117 in Book 793 at Pages 211 through 240 in the Wasatch County Recorder's Office.

Together with an undivided fractional interest as to each such lot in the (i) Detention Basin Open Space Parcel and Open Space Parcel, as depicted in Deer Canyon Preserve, Phase 1, according to the official plat thereof recorded February 24, 2005 as Entry No. 280208, in Book 737 at Page 767; (ii) Open Space Parcels A and B, as depicted in Deer Canyon Preserve, Phase 2, according to the official plat thereof recorded October 7, 2005 as Entry No. 290117, in Book 793 at Page 221; (iii) Open Space Parcels C, D, E, G, and Tank Site Parcel F as depicted in Deer Canyon Preserve, Phase 3, according to the official plat thereof recorded October 7, 2005 as Entry No. 290118, in Book 793 at Page 241, Wasatch County Recorder's Office; and (iv) all roadways (the "Phase 2 Roadway"), common areas and open space as shown on the official plat thereof filed for record on October 7, 2005 as Entry No. 290117 in Book 793 at Pages 211 through 240 in the Wasatch County Recorder's Office.

Wasatch County Tax Parcel Numbers: Tax Identification Numbers: ODP-2017-0-006-025; ODP-2018-0-006-025; ODP-2019-0-006-025; ODO-2021-0-006-025 through ODP-2033-0-006-025; ODP-1DTN-0-006-025; ODP-1OPN-0-006-025; ODP-200A-0-006-025; ODP-200B-0-006-025; ODP-300C-0-006-025; ODP-300D-0-006-025; ODP-300E-0-006-025; ODP-300F-0-006-025; ODP-300G-0-006-025.

Parcel 2 (Fee Simple)

Lots 34 through 38, Lot 40 and Lots 42 through 103, inclusive, Deer Canyon Preserve Subdivision, Phase 3 (the "Phase 3 Lots"), as filed for record on October 7, 2005 as Entry No. 290118 in Book 793 at Page 241, together with an undivided fractional interest as to each such lot, in all common areas and open space as shown on the official plat thereof filed for record on October 7, 2005 as Entry No. 290118 in Book 793 at Pages 241 through 270 in the Wasatch County Recorder's Office.

Together with an undivided fractional interest as to each such lot in the (i) Detention Basin Open Space Parcel and Open Space Parcel, as depicted in Deer Canyon Preserve, Phase 1, according to the official plat thereof recorded February 24, 2005 as Entry No. 280208, in Book 737 at Page 767; (ii) Open Space Parcels A and B, as depicted in Deer Canyon Preserve, Phase 2, according

to the official plat thereof recorded October 7, 2005 as Entry No. 290117, in Book 793 at Page 221; (iii) Open Space Parcels C, D, E, G, and Tank Site Parcel F, as depicted in Deer Canyon Preserve, Phase 3, according to the official plat thereof recorded October 7, 2005 as Entry No. 290118, in Book 793 at Page 241, Wasatch County Recorder's Office; and (iv) all roadways (the "Phase 3 Roadway"), common areas and open space as shown on the official plat thereof filed for record on October 7, 2005 as Entry No. 290118 in Book 793 at Pages 241 through 270 in the Wasatch County Recorder's Office.

Wasatch County Tax Parcel Numbers: ODP-3034-0-006-025 through ODP-3038-0-006-025; ODP-3040-0-006-025; ODP-3042-0-006-025 through ODP-3103-0-006-025; ODP-1DTN-0-006-025; ODP-1OPN-0-006-025; ODP-200A-0-006-025; ODP-200B-0-006-025; ODP-300C-0-006-025; ODP-300D-0-006-025; ODP-300E-0-006-025; ODP-300F-0-006-025; ODP-300G-0-006-025.

Parcel 3 (Easement):

As to each of the Phase 2 and Phase 3 Lots an undivided fractional interest in and to certain non-exclusive easements as provided for in (i) that certain Easement Agreement dated as of April 3, 2003, filed for record on February 24, 2005 as Entry No. 280210 in Book 0738 at Pages 0004 through 0008 in the Wasatch County Recorder's Office, including across the roadways described therein (the "Easement Roadway"); (ii) the official plat filed for record on February 24, 2005 as Entry No. 280208, in Book 737 at Pages 767 through 806 in the Wasatch County Recorder's Office, including across the roadways shown thereon (the "Phase 1 Roadway"); and (iii) that certain Amended and Restated Declaration of Covenants, Conditions and Restrictions for Canyon Trails filed for record on October 7, 2005 as Entry No. 312574 in Book 0917 at Pages 0542 through 0608 in the Wasatch County Recorder's Office, including the rights of use of the Phase 1 Roadway, the Phase 2 Roadway, the Phase 3 Roadway, and the Easement Roadway.