

MJT : 37746

AFTER RECORDING, PLEASE RETURN TO:

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Salt Lake City, Utah 84111

APN : 16-05-155-023

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Gary W. Ott

Recorder, Salt Lake County, UT

METRO NATIONAL TITLE

BY: eCASH, DEPUTY - EF 7 P.

ASSIGNMENT OF RENTS AND LEASES

THIS ASSIGNMENT OF RENTS AND LEASES (the "Assignment") is made this 25th day of October, 2013 by Richard B. Rogers and Elizabeth Davis Rogers, Co-Trustees of the Elizabeth Davis Bond Family Trust (Number One) U/D/T dated September 2, 1971 ("Assignor"), whose address is 315 W. Hueneme Road, Camarillo, California 93012, in favor of American Pension Services Administrator for Robert P. Paul Account No. 3311 as to an undivided 21.48% interest; American Pension Services Administrator for Helen W. Paul Account No. 3445 as to an undivided 13.33% interest; American Pension Services Administrator for R. Kip Paul Account No. 3108 as to an undivided 65.19% interest, as beneficiary (collectively, "Assignee"). The address of Beneficiary is c/o R. Kip Paul, 170 South Main Street, Suite 1600, Salt Lake City, Utah 84101.

WITNESSETH:

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, including the indebtedness herein recited, Assignor hereby absolutely and unconditionally conveys, transfers and assigns unto Assignee, its successors and assigns, all the right, title, interest and privileges that Assignor, as lessor or landlord, has and may have in the leases now existing or hereafter made and affecting the Property (as defined below) or any part thereof (the "Leases"), as said Leases may have been, or from time to time may be hereafter modified, extended and renewed, with all rents, issues, royalties, income and profits (collectively, the "Rents") due and becoming due therefrom. Assignor shall, on request of Assignee, execute specific and additional assignments of any future leases affecting any part of the Property.

Reference is made to a certain Promissory Note of even date herewith in the sum of ONE MILLION THREE HUNDRED FIFTY THOUSAND and 00/100 Dollars (\$1,350,000.00), with interest, executed by Assignor as borrower in favor of Assignor as lender (the "Note") and a certain Deed of Trust and Assignment of Rents of even date herewith executed by Assignor as trustor (the "Deed of Trust") covering and creating a lien and encumbrance on the following-described property (the "Property") situated in Salt Lake County, Utah:

See Exhibit "A" attached hereto and incorporated herein by this reference.

The purpose of Assignor in making this Assignment is to relinquish to Assignee all of Assignor's right, title and interest under the Leases, and the right of Assignor to collect and enjoy the Rents as partial payment of the obligations of Assignor to Assignee under the Note and Deed of Trust.

Notwithstanding any provision hereof that might be construed to the contrary, this Assignment is intended to effect an absolute assignment from Assignor to Assignee of the Leases and Rents and not merely the passing of a security interest. Such Leases and Rents are hereby assigned presently, absolutely and unconditionally by Assignor to Assignee, contingent only upon the occurrence of a default under the Note or the Deed of Trust. The parties intend that this Assignment shall create a present transfer of an interest or interests in real estate.

It is expressly understood and agreed by the parties hereto that until default occurs under the terms of the Note, the Deed of Trust or this Assignment, and subject to the conditions below, Assignee hereby grants to Assignor a revocable license to collect, retain and use the Rents, as they become due, and to enforce the Leases. Assignor shall not, except with the prior written consent of Assignee: (a) consent to or permit any prepayment or discount of Rent or payment of advance Rent for more than one (1) month under any Lease; (b) amend, modify, or otherwise change any term of any Lease, give any waiver, approval or consent under any Lease (including consent to the release of any party liable thereunder or to the assignment or sublease of the tenant's or lessee's interest in any Lease), cancel, surrender or terminate any Lease, exercise any option that might lead to a termination or any change in a Lease, accept or permit a surrender, transfer or conveyance of the premises or take any other action in connection with any Lease, if such amendment, modification, change, waiver, approval, consent, cancellation, surrender, termination, transfer, conveyance or action, when considered in the aggregate, would materially and adversely impair the value of the interest of Assignor or that of Assignee in such Lease; or (c) except as otherwise provided in Section 48 of the Deed of Trust, sell, assign, transfer, mortgage, pledge, or otherwise dispose of or encumber, whether by operation of law or otherwise, any Lease or any portion thereof or space in any building now or hereafter constituting a portion of the Property or any Rents issuing from the Property. Assignee shall have a reasonable period of time to respond to any request for its consent to any of the foregoing, which period shall not be less than thirty (30) days.

Assignor shall perform and observe all of the terms, covenants and conditions required to be performed and observed by Assignor as landlord or lessor under each Lease unless such performance shall have been waived or shall not be required by the tenant or lessee thereunder, to the end that all things shall be done that are necessary to keep unimpaired Assignor's rights as landlord or lessor under each Lease.

Assignee shall not be obligated to perform or discharge any obligation or duty to be performed or discharged by Assignor under any of the Leases, and Assignor hereby agrees to indemnify Assignee for, and to defend and save Assignee harmless from, any and all liability arising from any of the Leases or from this Assignment. This Assignment shall not place responsibility for the control, care, management or repair of Property or any premises thereon upon Assignee, or make Assignee responsible or liable for, and Assignor hereby waives any claim against Assignee arising out of, any negligence in the management, operation, upkeep, repair or control of the Property or premises resulting in loss, injury or death to any tenant, lessee, licensee, employee or stranger.

Assignor shall promptly notify Assignee of: (a) the commencement of any action or proceeding by any tenant or lessee with respect to any Lease the purpose of which is the cancellation of any Lease or a diminution of the rent payable thereunder; (b) the interposition by any tenant or

lessee of any defense in any action or proceeding brought by Assignor against such tenant or lessee; and (c) receipt by Assignor of written notice from any tenant or lessee claiming Assignor is in default under a Lease; and, in each case, Assignor shall cause a copy of any process, pleading or notice received by Assignor in reference to any such action, defense or claim to be promptly delivered to Assignee.

Notwithstanding any provision hereof that might be construed to the contrary, Assignor hereby assigns to Assignee any awards made hereafter to it in any court proceeding involving any of tenant or lessee, including without limitation any bankruptcy, insolvency or reorganization proceedings in any state or Federal court and any and all payments made by tenants or lessees in lieu of rent. Assignor hereby irrevocably appoints Assignee as Assignor's attorney-in-fact to appear in any such action and/or to collect any such award or payment.

Assignee's acceptance of this Assignment and the collection by Assignor of Rents shall not constitute a waiver of any rights of Assignee under the terms of the Note or the Deed of Trust.

All Leases with respect to the Property shall be upon a form that has been approved in writing by Assignee, to which no changes may be made without the approval of Assignee.

Assignor hereby authorizes Assignee to give notice in writing of this Assignment at any time to any tenant or lessee under any of the Leases.

In the event of default by Assignor in the performance or observation of any term or condition of the Note or the Deed of Trust, Assignor's license to collect or use any of the Rents shall cease and Assignee shall have the right, with or without taking possession of the Property, and either in person, by agent, or through a court-appointed receiver, to sue for or otherwise collect all Rents, including without limitation those past due and unpaid. Any Rents so collected shall, after the deduction of all costs and expenses of operation and collection, including reasonable attorneys' fees, be applied in reduction of the obligations secured by the Deed of Trust (whether or not then due). Such rights shall in no way be dependent upon, and shall apply without regard to, whether the Property is in danger of being lost, removed or materially injured, or whether the Property or any other security is adequate to discharge the obligations.

Further, in the event of default by Assignor in the performance or observation of any term or condition of the Note, the Deed of Trust or this Assignment, Assignor hereby authorizes Assignee, at Assignee's option, to enter and take possession of the Property and to manage and operate the same, to collect all or any Rents, to let or re-let the Property or any part thereof, to cancel and modify Leases, evict tenants or lessees, bring or defend any suits in connection with the possession of the Property in Assignee's own name or in Assignor's name, to make such repairs as Assignee deems appropriate, and to perform such other acts in connection with the management and operation of the Property as Assignee, in its discretion, may deem necessary or advisable.

The entering upon and taking possession of the Property, the collection of Rents, or the application or release thereof as aforesaid, whether before or after the institution of foreclosure or sale proceedings under the Deed of Trust, shall not: (a) cure or waive any default or notice of default

under the Note, the Deed of Trust or this Assignment; (b) invalidate any act done pursuant to such default or notice of default; (c) affect any foreclosure proceedings or sale pursuant to the Deed of Trust; or (d) operate to postpone or suspend any of the obligations.

Assignee's failure or discontinuance at any time to collect any Rents shall not in any manner affect the right, power and authority of Assignee thereafter to collect the same. Neither anything contained herein, nor Assignee's exercise of its right to collect such Rents, shall be, or be construed to be, an affirmation by Assignee or Assignor of any tenancy, lease or other interest in the Property, or a subordination of the lien or charge of the Deed of Trust to, any tenancy, lease or other interest in the Property. All tenants, lessees and other persons having any obligation to make any payment in connection with the Property or any portion thereof are hereby authorized and directed to make such payment directly to Assignee upon the demand of Assignee. Assignee's receipt of such payment shall be a good and sufficient discharge of the obligation of the tenant, lessee or other person concerned to make the payment connected with the amount so received by Assignee.

Violation by Assignor of any of the covenants, representations and provisions contained herein shall be deemed a default under the terms of the Note and the Deed of Trust. The rights accorded to Assignee hereunder are in addition to, and not in substitution of, the rights of Assignee under the Note, the Deed of Trust, and any other instrument securing the obligations.

Default by Assignor under any of the terms of any of the Leases assigned herein shall be deemed a default under the terms of the Note and the Deed of Trust. Assignee shall have the right to cure any default on the part of Assignor under any Lease. Any expenditures made by Assignee in curing such a default on Assignor's behalf, with interest thereon at the rate of twenty-four percent (24%) per annum, shall become part of the obligations secured by this Assignment and by the Deed of Trust.

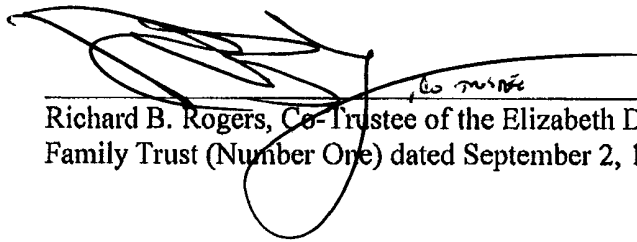
Assignor warrants, covenants and represents that except for the Permitted Exceptions (as defined in the Deed of Trust): (a) the Leases are unencumbered, valid and in full force and effect in accordance with their terms, and the Rents are free from liens, encumbrances, claims and setoffs of every kind whatsoever; (b) Assignor has full right and title to assign the Leases and the Rents due or to become due thereunder; (c) the terms of the Leases have not been changed from the terms in the copies of the Leases submitted to Assignee for approval; (d) no other assignment of any interest in the Leases or the Rents has been made; (e) there are no existing breaches of or defaults under the provisions of the Leases, and Assignor has no knowledge of any claims, offsets, or defenses of any tenant or lessee thereunder; (f) none of the security deposits (if any) deposited by any tenant or lessee with Assignor as landlord or lessor under the terms of any Lease hereby assigned has been transferred to Assignee; and (g) Rents due subsequent to this Assignment have not been paid more than one (1) month in advance, except as disclosed in writing to Assignee.

This Assignment applies to and binds the parties hereto and their respective heirs, administrators, executors, successors and assigns, as well as any subsequent owner of the Property and any assignee of the beneficial interest under the Deed of Trust. This Assignment shall be governed by, construed, and enforced in accordance with the laws of the State of Utah. The invalidity of any portion of this Assignment shall not be deemed to affect the validity of any other

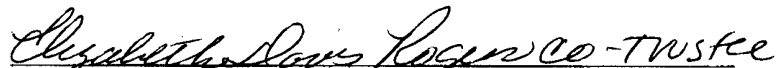
provision. In the event that any provision of this Assignment is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provision. Any modification of this Assignment shall be in a writing signed by Assignor and Assignee.

IN WITNESS WHEREOF, Assignor has executed this Assignment as of the day and year first above written.

“ASSIGNOR”



Richard B. Rogers, Co-Trustee of the Elizabeth Davis Bond Family Trust (Number One) dated September 2, 1971



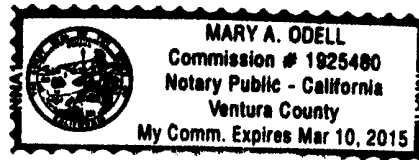
Elizabeth Davis Rogers, Co-Trustee of the Elizabeth Davis Bond Family Trust (Number One) dated September 2, 1971

STATE OF CALIFORNIA)
) SS.
COUNTY OF SANTA BARBARA)

On this 25 day of October, 2013, before me, the undersigned Notary Public, personally appeared **Richard B. Rogers, Co-Trustee of the Elizabeth Davis Bond Family Trust (Number One) U/DT dated September 2, 1971**, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the persons or entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

My Commission expires: 3-10-15 Mary A. Odell
Notary Public



STATE OF CALIFORNIA)
) SS.
COUNTY OF SANTA BARBARA)

On this 25 day of October, 2013, before me, the undersigned Notary Public, personally appeared **Elizabeth Davis Rogers, Co-Trustee of the Elizabeth Davis Bond Family Trust (Number One) U/DT dated September 2, 1971**, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to within instrument and acknowledged to me that she executed the same in her authorized capacity and that by her signature on the instrument the persons or entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

My Commission expires: 3-10-15 Mary A. Odell
Notary Public



EXHIBIT "A"

to

ASSIGNMENT OF RENTS AND LEASES

(Legal Description of Property)

Parcel 1:

Commencing 8.5 feet South from the Northeast corner of Lot 7, Block 54, Plat "B", Salt Lake City Survey, and running thence South 74 feet; thence West 165 feet; thence North 74 feet; thence East 165 feet to the point of commencement.

Parcel 1A:

A non-exclusive right of way as disclosed by that certain Bargain and Sale Deed recorded May 03, 1916 as Entry No. 359151, in Book 9B, at Page 540, over the following:

Commencing at the Northeast corner of said Lot 7 and running thence South 8.5 feet; thence West 165 feet; thence North 8.5 feet; thence East 165 feet to the point of commencement.