

Prepared by and
after recording return to:

Wooden McLaughlin LLP
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Indianapolis, Indiana 46204
Attention: Michael A. Valinetz

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9/24/2018 3:50:00 PM \$21.00
Book - 10715 Pg - 3495-3499
ADAM GARDINER
Recorder, Salt Lake County, UT
US TITLE
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Space Above for County Recorder's Use

Tax Parcel I.D. No.: 27-04-177-036

ASSIGNMENT AND ASSUMPTION OF INTEREST UNDER
REAL ESTATE DEED OF TRUST,
SECURITY AGREEMENT
AND
ASSIGNMENT OF LEASES
AND FIXTURE FILING

ASSIGNMENT AND ASSUMPTION OF INTEREST
UNDER REAL ESTATE DEED OF TRUST, SECURITY AGREEMENT AND
ASSIGNMENT OF LEASES AND FIXTURE FILING

FOR VALUE RECEIVED, DWIGHT BRIDGE FUND, LLC, a Delaware limited liability company, with a mailing address of c/o Dwight Capital LLC, 9400 4th Street North, Suite 103, Saint Petersburg, Florida 33702 ("**Assignor**"), assigns, conveys, grants, sets over and transfers to DBF SPE II LLC, a Delaware limited liability company, with a mailing address of 787 Eleventh Avenue, 10th Floor, New York, New York 10019 ("**Assignee**"), all of Assignor's right, title and interest, if any, in and to that certain Real Estate Deed of Trust, Security Agreement and Assignment of Leases and Fixture Filing by KNIGHTSHAYES LAND HOLDINGS LLC, a Utah limited liability company ("**Trustor**"), to US TITLE INSURANCE AGENCY ("**Trustee**") for the benefit of Assignor, dated as of August 24, 2018 and recorded on August 29, 2018 in the Salt Lake County, Utah Recorder's Office as Entry No. 12839063 in Book 10707 at page 5917-5955 (the "**Deed of Trust**"), such Deed of Trust encumbering premises described therein located in Salt Lake County, Utah as more particularly described in Exhibit A attached hereto (as and to the extent provided in the Deed of Trust);

TOGETHER WITH all of Assignor's right, title and interest, if any, in and to all notes and contracts described or referred to in the Deed of Trust, all guarantees of the Deed of Trust, all assumptions of the Deed of Trust, the money due and to become due thereon with interest and all contract rights accrued or to accrue under the Deed of Trust.

Assignee assumes all liabilities and obligations of Assignor arising under the Deed of Trust on and after the date hereof.

This Assignment and Assumption of Interest Under Real Estate Deed of Trust, Security Agreement and Assignment of Leases and Fixture Filing (this "**Assignment and Assumption**") will be binding on and inure to the benefit of Assignor and Assignee and their respective successors and assigns.

This Assignment and Assumption is made without recourse to or any representation or warranty, express or implied, by Assignee except as provided in the "Facility Documents", as such term is defined in that certain Revolving Credit and Security Agreement dated as of August 13, 2018 by and between Assignee, as borrower, and THE HUNTINGTON NATIONAL BANK, as Administrative Agent, as may be amended from time to time.

SIGNATURE PAGE FOLLOWS

This Assignment and Assumption may be executed in one or more counterparts, each of which when so executed and delivered shall be deemed an original, but all of which taken together shall constitute but one and the same instrument.

Dated as of the 21st day of September, 2018.

ASSIGNOR:

DWIGHT BRIDGE FUND LLC,
a Delaware limited liability company

By: 
Zachary Halpern,
Chief Investment Officer

ACKNOWLEDGMENT

STATE OF NEW YORK)
) SS
COUNTY OF NEW YORK)

On this day personally appeared before me the undersigned, a Notary Public within and for the County and State aforesaid, duly qualified, commissioned and acting, the within named Zachary Halpern, being the person authorized by Dwight Bridge Fund LLC, a Delaware limited liability company, to execute such instrument, to me well known, who stated that he was the Chief Investment Officer of Dwight Bridge Fund LLC and was duly authorized in his capacity to execute the foregoing instrument for and in the name and behalf of said limited liability company and further stated and acknowledged that he was so signed, executed and delivered the foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

GIVEN under my hand and Notarial Stamp or Seal this 17 day of September, 2018.


Notary Public

Andrew S CHAIMOWITZ
Printed or typed notary name

My Commission Expires: 04-18-2020
My County of Residence: Queens

ANDREW S CHAIMOWITZ
NOTARY PUBLIC-STATE OF NEW YORK
No. 01CH6340544
Qualified in Queens County
My Commission Expires 04-18-2020

ASSIGNEE:

DBF SPE II LLC,
a Delaware limited liability company

By: 
Zachary Halpern,
Chief Executive Officer

ACKNOWLEDGMENT

STATE OF NEW YORK)
) SS
COUNTY OF NEW YORK)

On this day personally appeared before me the undersigned, a Notary Public within and for the County and State aforesaid, duly qualified, commissioned and acting, the within named Zachary Halpern, being the person authorized by DBF SPE II LLC, a Delaware limited liability company, to execute such instrument, to me well known, who stated that he was the Chief Executive Officer of DBF SPE II LLC and was duly authorized in his capacity to execute the foregoing instrument for and in the name and behalf of said limited liability company and further stated and acknowledged that he was so signed, executed and delivered the foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

GIVEN under my hand and Notarial Stamp or Seal this 17 day of Sept, 2018.


Notary Public

Andrew S Chaimowitz
Printed or typed notary name

My Commission Expires: 04-18-2020
My County of Residence: Queens

ANDREW S CHAIMOWITZ
NOTARY PUBLIC-STATE OF NEW YORK
No. 01CH6340544
Qualified in Queens County
My Commission Expires 04-18-2020

EXHIBIT A

Property Description

The real estate referenced in the foregoing instrument as part of the "Premises" is located in Salt Lake County, Utah and is more particularly described as follows:

Lot 305, JORDAN VIEW ESTATES NO. 3, according to the official plat thereof on file and of record in the SALT LAKE County Recorder's Office.

Less and excepting the following: Beginning at the Southeast corner of Lot 305, Jordan View Estates No. 3 Subdivision as recorded in the Salt Lake County Recorder's Office; and running thence South 89°55'24" West 7.00 feet along the South line of said Lot 305; thence North 0°00'54" East 145.00 feet to the North line of said Lot 305; thence North 89°54'24" East 7.00 feet along the North line to the Northeast corner of said Lot 305; thence South 0°00'54" West 145.00 feet along the East line of said Lot 305 to the point of beginning.

Lot 306, JORDAN VIEW ESTATES NO. 3, according to the official plat thereof on file and of record in the SALT LAKE County Recorder's Office.

Less and excepting the following: Beginning at the Southeast corner of Lot 306, Jordan View Estates No. 3 Subdivision, according to the official plat thereof recorded in the Salt Lake County Recorder's Office; and running thence South 89°55'14" West 7.00 feet along the South line of said Lot 306; thence North 0°00'54" East 145.49 feet to the North line of said Lot 306; thence North 89°54'24" East 7.00 feet along the North line to the Northeast corner of said Lot 306; thence South 0°00'54" West 145.49 feet along the East line of said Lot 306 to the point of beginning.