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RASHELLE HOBBS
RECORDER, SALT LAKE COUNTY, UTAH
ACTIUM LOAN MANAGEMENT LLC
111 E BROADWAY
STE 390
SLC UT 84111
BY: MBP, DEPUTY - WI 5 P.

When Recorded Mail To:

Actium Loan Management LLC
111 East Broadway, Suite 390
Salt Lake City, UT 84111

AGREEMENT

This Agreement ("Agreement") is made effective as of the 26th day of November 2018 by and among Dave Brown ("Borrower") and Actium Loan Management LLC, Actium High Yield Loan Fund LLC, Actium High Yield Loan Fund II LLC, Actium High Yield Loan Fund III LLC, Actium High Yield Loan Fund IV LLC and their successors and/or assigns (collectively, "Actium").


RECITALS

1. Borrower has an ownership interest in the property located at 13592 South Aintree Hill Cove whose legal description is on Exhibit "A" attached hereto ("Property").
2. Borrower through entities he controls and in his capacity as a guarantor is obligated to Actium on three loans described more completely in Exhibit "B" ("Actium Loans") attached hereto which shall not be filed with the County Recorder

AGREEMENT

1. In exchange for the consideration of the forbearance provided by Actium on the Actium Loans, the sufficiency of which is acknowledged by both parties, Borrower agrees that he will not allow any encumbrances to be placed against the Property or to transfer the Property unless proceeds from said transaction are used to pay any past due interest amounts on the Actium Loans, such payment being referred to as the "Actium Payment". However, in the event of a refinancing of the Property fifty percent (50%) of any proceeds shall be retained by Borrower.
2. Once Borrower has made the Actium Payment this Agreement shall have no legal effect.
3. For the avoidance of doubt, this Agreement does not grant Actium any rights in the Property beyond what is stated herein and cannot be used as a basis for initiating foreclosure action on the Property or directing any action regarding the Property.
4. In further consideration for this Agreement, Actium will forbear on filing any notices of default with a County Recorder until January 15, 2019.
5. This Agreement may not be filed with the County Recorder until January 28, 2019; however, Borrower agrees not to transfer the Property prior to that date and acknowledges that Actium is relying on this promise not to transfer in extending the recording date.
6. This Agreement shall be governed by the laws of the State of Utah.

Agreed to this day written above:


Dave Brown

STATE of UTAH

COUNTY OF Salt Lake)

The foregoing instrument was acknowledged before me November 26 2018, by
Dave Brown, who acknowledged before me that he/she was the same.



NOTARY PUBLIC

My Commission Expires: July 10, 2022

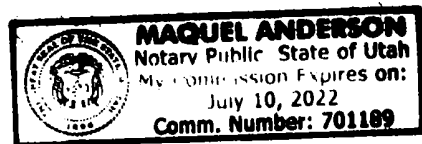


EXHIBIT "A"

Legal Description of Brown home

Parcel 34042560070000 Legal description

LOT 78, STEEPLE CHASE PH 3. 9942-2244 9953-2059 10055-2396 10510-4930 10510-4940

EXHIBIT "B"

List of Actium Loans [confidential – not to be filed]