

Recording Requested by:

DCR Loan Servicing, LLC
150 Second Ave N, Suite 1600
St. Petersburg, FL 33701

And When Recorded Return To:

National Loan Acquisitions Company
333 Turbine Drive
Rapid City, SD 57703
Attn: Shelley Halleman

Parcel No.: 16-19-326-021-0000
Address: 240-260 East Morris Ave
South Salt Lake City, UT 84115

(Space Above for Recorder's Use)

ASSIGNMENT OF NOTE, DEED OF TRUST AND OTHER LOAN DOCUMENTS

THIS ASSIGNMENT OF NOTE, DEED OF TRUST, SECURITY AGREEMENT AND FIXTURE FILING STATEMENT AND OTHER LOAN DOCUMENTS ("Assignment") is effective as of the 16th day of August, 2023, by DCR MORTGAGE 10 SUB 4, LLC, a Delaware limited liability company, 150 Second Avenue North, Suite 1600, St. Petersburg, FL 33701 ("Assignor") to National Loan Acquisitions Company, located at 333 Turbine Drive Rapid City, SD 57703 ("Assignee").

BACKGROUND FACTS

- A. Assignor is holder of that certain PROMISSORY NOTE dated AUGUST 1, 2014, executed by BOYER SOUTH SALT LAKE ASSOCIATES, LTD. ("Borrower") for the benefit of PROTECTIVE LIFE INSURANCE COMPANY ("Beneficiary"), in the original principal amount of \$5,650,000.00, ("Note"), as assigned pursuant to that certain Allonge from Beneficiary, as assignor, to DCR Mortgage 10 Sub 4, LLC, as assignee, dated December 22, 2022.
- B. Assignor is the owner of that certain (i) DEED OF TRUST, SECURITY AGREEMENT AND FIXTURE FILING FINANCING STATEMENT dated August 1, 2014, executed by Borrower in favor of Landmark Title Company ("Trustee") and Beneficiary, recorded on August 28, 2014 as Book 10256 Pg 4297-4340/Instrument No. 11905009, in the Public Records of Salt Lake County, UT, and that certain (ii) Subordination, Attornment and Non-Disturbance Agreement between Beneficiary and C Square Educational Enterprises, Inc., recorded August 28, 2014, in the Public Records of Salt Lake County, UT as Book 10256 Page 4353/Instrument No. 11905011, as assigned pursuant to that certain Assignment of Deed of Trust and Other Loan Documents from Beneficiary, as assignor, to DCR Mortgage 10 Sub 4, LLC, as assignee, dated December 22, 2022, recorded January 5, 2023 in Salt Lake County, UT as Book 11394 Pg 6140; (iii) Guaranty dated August 1, 2014 executed

by The Boyer Company, L.C., and Gardner Property Holdings, L.C.; (iv) UCC1 Financing Statement recorded on August 28, 2014 in the Utah Department of Commerce as Filing Number 455855201438 in favor of Beneficiary, as assigned pursuant to that certain UCC3 Financing Statement from Beneficiary, as assignor, to DCR Mortgage 10 Sub 4, LLC, as assignee, recorded January 17, 2023 as Filing Number 230118932357-8 in the Utah Department of Commerce.

- C. The documents described in Recital B above, together with any and all other documents, modifications, extensions, amendments, financing statements incident thereto, instruments, certificates, agreements evidencing, guaranteeing or securing the note and security deed described above, contract rights, insurance policies, purchase commitments, and title searches/commitments/policies, , all pursuant to, and to secure the Loan described herein, are referred to herein collectively as the "Loan Documents".
- D. Assignor has agreed to assign to Assignee, without recourse, all of its right, title and interest in, to and under the Note and the other Loan Documents.

NOW, THEREFORE, for and in consideration of the sum of One and 00/100ths Dollar (\$1.00), and other good and valuable consideration paid by Assignee at the time of execution hereof, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Background Facts: The background facts as set forth above are agreed to be true and correct and incorporated herein by this reference.
2. Assignment: Assignor does now hereby grant, bargain, sell, assign, transfer and set over unto Assignee, without recourse, all of Assignor's right, title, interest, claim and demand in and to the Note and the other Loan Documents, and all rights, remedies and incidents thereunto belonging.

Remainder of page left intentionally blank. Signature page to follow.

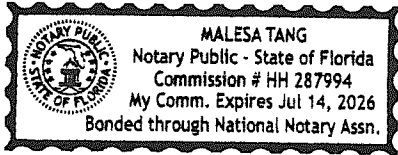
IN WITNESS WHEREOF, Assignor has executed this Assignment on August 16th, 2023.

DCR MORTGAGE 10 SUB 4, LLC
a Delaware limited liability company

BY: [Signature]
Name: Michael P. McGinn
Title: Senior Vice President

STATE OF FLORIDA)
COUNTY OF PINELLAS)

THE FOREGOING INSTRUMENT was acknowledged before, me by means of physical presence or online notarization, this 16th day of August, 2023, by Michael P. McGinn, as Senior Vice President of DCR MORTGAGE 10 SUB 4, LLC, a Delaware limited liability company, on behalf of the company, who is either *[please check as applicable]* (X) personally known to me, or () presented a valid Florida driver's license as identification.



(NOTARIAL SEAL)

Malesa Tang
NOTARY PUBLIC [Signature Above]
Print Name: MALESA TANG
State of Florida
My Commission Expires: 7/14/2026

EXHIBIT "A"

Legal Description

PARCEL 1:

BEGINNING at a point on the South line of Morris Avenue, said point being 300.42 feet North 89°58'09" West (Deed= North 89°59'36" West) along the lot line, and 110.63 feet North 00°12'39" East from the Southeast Corner of Lot 14, Block 41, Ten Acre Plat "A", Big Field Survey, and running thence South 00°12'39" West 110.63 feet; thence North 89°58'09" West (Deed= North 89°59'36" West) 3.28 feet; thence South 00°12'39" West 287.10 feet; thence North 89°57'46" West (Deed= North 89°59'18" West) 249.82 feet; thence North 00°12'39" East 397.69 feet; thence South 89°58'18" East (Deed= South 89°59'43" East) 253.10 feet to the point of BEGINNING.

PARCEL 2:

The perpetual non-exclusive easements appurtenant to PARCEL 1 above, as provided for and defined in that certain Reciprocal Non-Exclusive Access Easement dated November 15, 1995 and recorded November 17, 1995 as Entry No. 6216451 in Book 7273 at Page 545 of the Official Records of the Salt Lake County Recorder.

PARCEL 3:

A perpetual non-exclusive easement for ingress and egress for pedestrian and vehicular traffic, appurtenant to PARCEL 1 above, as provided for and defined in that certain Easement Agreement dated June 26, 2000 and recorded June 30, 2000 as Entry No. 7672590 in Book 8372 at Page 6757 of the Official Records of the Salt Lake County Recorder.

PARCEL 4:

A perpetual non-exclusive right of way and easement for vehicular ingress and egress, appurtenant to PARCEL 1 above, as provided for and defined in that certain Agreement Of Easements, With Termination Of Certain Prior Easements dated January 22, 2003 and recorded February 10, 2003 as Entry No. 8525163 in Book 8736 at Page 1357 of the Official Records of the Salt Lake County Recorder.

Tax Parcel No. 16-19-326-021.