

WHEN RECORDED MAIL TO:  
STUCKI STEELE PIA ANDERSON & RENCHER, LLC  
Attn: Derek E. Anderson  
299 South Main Street  
Suite 2200  
Salt Lake City, Utah 84111

#### **COLLATERAL ASSIGNMENT OF CONSTRUCTION DEED OF TRUST AND NOTE**

THIS COLLATERAL ASSIGNMENT OF CONSTRUCTION DEED OF TRUST AND NOTE (this "*Assignment*") is made as of May 16, 2009 by Daybreak Acquisition Group, LLC, a Utah limited liability company ("*Assignor*"), with an address of 321 N Mall Dr. Ste R122, St. George, Utah 84790, for the benefit of Southern Utah Daybreak Loan, LLC, a Utah limited liability company ("*Assignee*"), with an address of 510 South 200 West, Suite 250, Salt Lake City, Utah 84101.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Assignor, Assignor does hereby convey, assign, and grant to Assignee all of Assignor's right, title and interest in, to, and under that certain Construction Deed of Trust dated February 3, 2006 (the "*Trust Deed*"), executed by Daybreak Development Group, LLC, a Utah limited liability company, as "*Trustor*," to First Community Bank, as "*Trustee*," for the benefit of First Community Bank, as "Beneficiary," which Trust Deed was recorded February 3, 2006 as Entry No. 20060001462 of the Official Records of Washington County, Utah, encumbering the real property more particularly described on the attached Exhibit "A".

Together with all indebtedness secured thereby, including without limitation that certain Promissory Note, dated June 26, 2008, and having an original principal balance of \$3,962,376.77 (the "*Note*"), made by Daybreak Development Group, LLC ("*Borrower*"), to First Community Bank.

Concurrent with the execution hereof, Assignor shall unconditionally endorse the original Note in favor of Assignee and deliver the same, together with the original recorded Trust Deed, to Assignee, to be held as collateral pursuant to the Loan Documents, as the term is defined in that certain Loan Agreement, of even dater herewith, by and between Assignor and Assignee. Assignor represents and warrants that such documents delivered to Assignee represent the original and genuine Note and Trust Deed executed by Borrower.

Assignor agrees that Assignee shall not, and does not hereby, assume any obligations or liabilities to Borrower.

In the event of any default by either party under the terms and provisions hereof, including, but not limited to, any failure of the warranties and representations made herein to be true and correct, the defaulting party shall pay all costs and expenses, including reasonable

attorney's fees, which may arise or accrue by reason of such default or in pursuing any remedy available at law or equity, whether such remedy is pursued by filing suit or otherwise.

It is understood and agreed that the provisions of this Assignment will apply to and bind the heirs, executors, administrations, successors and assigns of the parties thereto.

From time to time after the date hereof, upon reasonable request of Assignee, Assignor, without further consideration, shall cooperate with Assignee and shall duly execute, acknowledge and deliver all such further deeds, assignments, transfers, conveyances, and powers of attorney and take such other actions and give such assurances as may be reasonably required to convey to and vest in Assignee and to protect Assignee's right, title and interest in and enjoyment of Note and the Trust Deed intended to be assigned, transferred and conveyed pursuant to and as provided in this Assignment, including without limitation appropriate endorsements to title insurance policies.

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

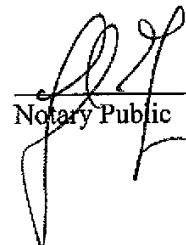
DAYBREAK ACQUISITION GROUP, LLC

By: A. Lee Black  
Name: A. Lee Black  
Title: Managing Member

STATE OF UTAH )  
) ss.  
COUNTY OF Washington )

The foregoing instrument was acknowledged before me this 19 day of May 2009 by A. Lee Black, who being by me duly sworn did say that he is the Manager of Daybreak Acquisition Group, LLC, and that the foregoing instrument was signed in behalf of said company.



  
\_\_\_\_\_  
Notary Public

attorney's fees, which may arise or accrue by reason of such default or in pursuing any remedy available at law or equity, whether such remedy is pursued by filing suit or otherwise.

It is understood and agreed that the provisions of this Assignment will apply to and bind the heirs, executors, administrations, successors and assigns of the parties thereto.

From time to time after the date hereof, upon reasonable request of Assignee, Assignor, without further consideration, shall cooperate with Assignee and shall duly execute, acknowledge and deliver all such further deeds, assignments, transfers, conveyances, and powers of attorney and take such other actions and give such assurances as may be reasonably required to convey to and vest in Assignee and to protect Assignee's right, title and interest in and enjoyment of Note and the Trust Deed intended to be assigned, transferred and conveyed pursuant to and as provided in this Assignment, including without limitation appropriate endorsements to title insurance policies.

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

DAYBREAK ACQUISITION GROUP, LLC

By: Bruce E. Ghent  
Name: BRUCE E. GHENT  
Title: MANAGER

California  
STATE OF UTAH )  
 ) ss.  
COUNTY OF Los Angeles )

The foregoing instrument was acknowledged before me this 18 day of May 2009 by A. Lee Black, who being by me duly sworn did say that he is the Manager of Daybreak Acquisition Group, LLC, and that the foregoing instrument was signed in behalf of said company.

Marvin Davis

Notary Public

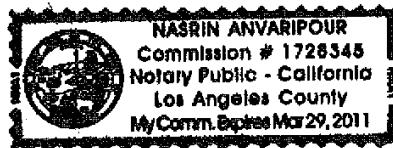


Exhibit "A"

Those parcels as described in Book 1254, at Pages, 762-763, in the records of Washington County, being located in the Southeast Quarter (SE1/4) of Section 34, Township 42 South, Range 15 West, Salt Lake Base and Meridian, being more particularly described as follows:

Beginning at a point located South  $0^{\circ}08'57''$  West along the Section line 16.50 feet and North  $89^{\circ}16'03''$  West 16.50 feet from the East Quarter Corner of Section 34, Township 42 South, Range 15 west, Salt Lake Base and Meridian, and running thence South  $0^{\circ}08'57''$  West 1251.03 feet; thence North  $89^{\circ}17'39''$  West 647.24 feet; thence North  $0^{\circ}14'41''$  East 1251.31 feet; thence South  $89^{\circ}16'03''$  East 645.16 feet to the point of beginning.

Tax I.D. Parcel # 1 W-5-2-34-211  
Parcel # 2 W-5-2-34-212