



E# **3230927** pg 1 of 5
LEANN H KILTS, WEBER COUNTY RECORDER
19-APR-22 3:30 PM \$40.00 DEP WR
REC FOR: Polsinelli PC
ELECTRONICALLY RECORDED BY Ingeo Systems, Inc.

**ASSIGNMENT OF DEED OF TRUST, ASSIGNMENT OF LEASES AND RENTS,
FIXTURE FILING AND SECURITY AGREEMENT**

By

RREF IV – D DIRECT LENDING INVESTMENTS, LLC,
a Delaware limited liability company

in favor of

RREF IV-D DLI CR, LLC,
a Delaware limited liability company

Dated: As of March 17, 2022

Property: 3560 South Midland Drive, West Haven, Utah

County: Weber County, Utah

**PREPARED BY AND UPON
RECORDATION RETURN TO:**

Polsinelli PC
900 West 48th Place, Suite 900
Kansas City, Missouri 64112
Attn: Marla R. Bell, Esq.

**ASSIGNMENT OF DEED OF TRUST, ASSIGNMENT OF LEASES AND RENTS,
FIXTURE FILING AND SECURITY AGREEMENT**

Know all persons by these presents that as of March 17, 2022, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **RREF IV – D DIRECT LENDING INVESTMENTS, LLC**, a Delaware limited liability company (“**Assignor**”), having its principal place of business at c/o Rialto Capital Management, LLC, 600 Madison Avenue, 12th Floor, New York, New York 10022, as the holder of the instrument hereinafter described and for valuable consideration, hereby endorses, assigns, sells, transfers and delivers to **RREF IV-D DLI CR, LLC**, a Delaware limited liability company, having an office at c/o Rialto Capital Management, LLC, 600 Madison Avenue, 12th Floor, New York, New York 10022, its successors, participants and assigns (“**Assignee**”), all right, title and interest of Assignor in and to the security instruments (collectively, the “**Security Instruments**”) executed by Borrower (as defined on **Schedule I** attached hereto and incorporated herein by reference), and creating a first lien on the property described in **Exhibit A** attached hereto and by this reference made a part hereof, securing the payment of that certain Promissory Note made by Borrower, dated December 17, 2021, payable to the order of Assignor in the maximum principal amount of SEVENTY-FIVE MILLION AND NO/100 DOLLARS (\$75,000,000.00).

The purpose of this instrument is to assign the Security Instruments executed by Borrower to Assignee and to release any and all interest Assignor may have in and to the Security Instruments, except any indemnification provisions set forth in the Security Instruments or otherwise agreed in writing among Assignor and Assignee which by their terms would continue to benefit Assignor but only to the extent such rights of Assignor to indemnification arise from events occurring prior to the date hereof and such rights of Assignor are fully subordinated to the interest of Assignee to the extent that there are any claims against the Assignee to which such indemnification provisions set forth in the Security Instruments would apply.

Together with any and all other liens, privileges, security interests, rights, entitlements, equities, claims and demands as to which Assignor hereunder possesses or to which is otherwise entitled as additional security for the payment of the notes and other obligations described herein.

This Assignment is made without recourse to or any representation or warranty, express or implied, by Assignor.

TO HAVE AND TO HOLD this Assignment of Security Instruments unto Assignee and to the successors and assigns of Assignee forever.

[signature page follows]

SCHEDULE I TO ASSIGNMENT OF DEED OF TRUST, ASSIGNMENT OF LEASES AND
RENTS, SECURITY AGREEMENT AND FIXTURE FILING

1. Deed of Trust, Assignment of Leases and Rents, Fixture Filing and Security Agreement, dated as of December 17, 2021, by **CLARADON MANAGEMENT, LLC**, a Delaware limited liability company, for the benefit of **RREF IV – D DIRECT LENDING INVESTMENTS, LLC**, a Delaware limited liability company, as recorded on December 17, 2021, in the department of records for Weber County, Utah as Entry No. 3205180 (as the same has heretofore been amended, modified, restated, supplemented, assigned, renewed or extended).

EXHIBIT A

LEGAL DESCRIPTION

PARCEL 1:

PART OF THE WEST HALF OF SECTION 2, TOWNSHIP 5 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EASTERLY RIGHT OF WAY LINE OF MIDLAND DRIVE, SAID POINT BEING NORTH 00°51'40" EAST 891.01 FEET AND SOUTH 89°08'20" EAST 2417.79 FEET FROM THE WEST QUARTER CORNER OF SAID SECTION 2; THENCE SOUTH 44°09'52" EAST 344.87 FEET; THENCE SOUTH 00°41'05" WEST 695.65 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF HINCKLEY DRIVE (SR 79); THENCE ALONG SAID NORTHERLY RIGHT OF WAY LINE THE FOLLOWING THREE (3) COURSES (1) SOUTH 34°21'17" WEST 6.08 FEET (2) SOUTH 77°38'44" WEST 206.47 FEET AND (3) SOUTH 86°00'00" WEST 204.79 FEET; THENCE NORTH 04°00'00" WEST 82.80 FEET; THENCE SOUTH 86°40'43" WEST 19.63 FEET; THENCE NORTH 03°19'17" WEST 26.64 FEET; THENCE SOUTH 85°22'02" WEST 41.76 FEET; THENCE NORTH 00°31'13" WEST 118.73 FEET; THENCE NORTH 03°19'17" WEST 155.07 FEET; THENCE ALONG A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 130.55 FEET, A RADIUS OF 188.00 FEET, A CHORD BEARING OF NORTH • 23°12'55" WEST AND A CHORD LENGTH OF 127.94 FEET; THENCE SOUTH 46°53'29" WEST 28.84 FEET; THENCE NORTH 45°04'30" WEST 152.26 FEET TO THE EASTERLY RIGHT OF WAY LINE OF MIDLAND DRIVE; THENCE NORTH 45°50'00" EAST ALONG SAID EASTERLY RIGHT OF WAY 606.90 FEET TO THE POINT OF BEGINNING.

PARCEL 2:

PART OF THE WEST HALF OF SECTION 2, TOWNSHIP 5 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EASTERLY RIGHT OF WAY LINE OF MIDLAND DRIVE, SAID POINT BEING NORTH 00°51'40" EAST 465.10 FEET (461.66 FEET BY RECORD) AND SOUTH 89°08'20" EAST 1985.31 FEET (1988.85 FEET BY RECORD) FROM THE WEST QUARTER CORNER OF SAID SECTION 2; AND RUNNING THENCE SOUTH 45°04'30" EAST 157.20 FEET (152.26 FEET BY RECORD); THENCE NORTH 46°53'29" EAST 28.84 FEET; THENCE ALONG A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 130.55 FEET, A RADIUS OF 188.00 FEET, A CHORD BEARING OF SOUTH 23°12'55" EAST, AND A CHORD LENGTH OF 127.94 FEET; THENCE SOUTH 03°19'17" EAST 155.07 FEET; THENCE SOUTH 00°31'13" EAST 118.73 FEET; THENCE NORTH 85°22'02" EAST 41.67 FEET; THENCE SOUTH 03°19'17" EAST 26.54 FEET; THENCE NORTH 86°40'43" EAST 19.63 FEET; THENCE SOUTH 04°00'00" EAST 82.80 FEET TO THE NORTHERLY RIGHT OF WAY LINE; THENCE SOUTH 86°00'00" WEST, 244.50 FEET; THENCE NORTH 44°10'20" WEST 348.54 FEET; THENCE NORTH 44°55'30" EAST 208.81 FEET; THENCE NORTH 45°04'30" WEST 92.01 FEET (88.77 FEET BY RECORD) TO THE EASTERLY RIGHT OF WAY LINE OF MIDLAND DRIVE; THENCE NORTH 45°20'43" EAST 201.12 FEET ALONG SAID EASTERLY RIGHT OF WAY LINE (NORTH 45°50'00" EAST 201.14 FEET BY RECORD) TO THE POINT BEGINNING.