

**THIS INSTRUMENT WAS PREPARED BY AND
UPON RECORDING, THIS INSTRUMENT
SHOULD BE RETURNED TO:**

INCA Capital, LLC
7377 E. Doubletree Ranch Rd., Suite 190
Scottsdale, AZ 85258
Attn: Brandon Walters

**COLLATERAL ASSIGNMENT OF LOAN DOCUMENTS AND
BENEFICIAL INTEREST IN DEED OF TRUST**

{Deed of Trust} dated April 11, 2024, recorded on April 15, 2024, as Instrument No. E 3567688 B 8481 P 509-533, Official Records of Davis County, State of Utah (the "Deed of Trust"). Tax Legal Desc: All of Lot 319, Valentine Estates Cottage Homes Phase 3 Prud. Cont. 0.09000 Acres

FOR VALUE RECEIVED, this Collateral Assignment of Loan Documents and Beneficial Interest in Deed of Trust (the "Assignment") is executed and delivered by the undersigned, **COPA FREEDOM INVESTMENT LLC**, an Arizona limited liability company ("Assignor"), whose mailing address is 1640 S Stapley Dr., Suite 125, Mesa, Arizona 85204, in favor of **MARICOPA 347, LLC**, an Arizona limited liability company ("Assignee"), whose address is 7377 E. Doubletree Ranch Road, Suite 190, Scottsdale, Arizona 85258.

WHEREAS, Assignor is the owner of a certain loan ("Loan") more particularly identified as follows:

That certain secured loan in the original principal amount of **\$461,550.00** to **CDavis Realty LLC**, a Utah limited liability company secured in part by that certain real property located in the City of **Eagle Mountain**, County of **Davis**, State of **Utah**, as more particularly described in **Exhibit B**, as evidenced by the documents identified in **Exhibit A** attached hereto and by this reference made a part hereof (hereinafter collectively referred to as the "Loan Documents").

WHEREAS, Assignee has made a loan to Assignor as evidenced by that certain Loan Agreement dated as of May 29, 2024 (the "Loan Agreement") and by that certain Secured Promissory Note dated as of May 29, 2024, by Assignor and payable to Assignee, in the original principal amount of \$9,500,000.00 (together with all extensions, modifications and renewals thereof, the "Note").

WHEREAS, as partial security for payment and performance of Assignor's obligations to Assignee as described in the Note and Loan Agreement, Assignor has (i) delivered to Assignee an original Allonge with respect to the Note and (ii) agreed to grant to Assignee a collateral assignment of Assignor's interest in the Loan, including, without limitation, an assignment of Assignor's beneficial interest under rights to payment relating to the Loan, together with an assignment of Assignor's beneficial interest under the deeds of trust, mortgages and/or assignments of leases and rents securing repayment of the Loan, including the Deed of Trust, all as more particularly set forth herein.

Assignor and Assignee acknowledge and agree as follows:

1. To secure performance of the covenants and agreements herein set forth, and payment and performance of the Note and Loan Agreement, Assignor does hereby collaterally assign, with recourse, to Assignee: (a) all instruments, documents of title and chattel paper evidencing and/or relating to the Loan, which instruments, documents and paper shall be deposited with and held by Assignee for Assignee's benefit; (b) all payment rights arising out of and/or relating to the Loan (including all proceeds therefrom); and (c) Assignor's beneficial interest in the mortgages, deeds of trust and/or assignments of leases and rents relating to the Loan, including the Deed of Trust.

2. The terms and provisions of this Assignment shall inure to the benefit of, and shall be binding upon, the successors and assigns of the parties hereto.

3. This Assignment shall be construed and enforced according to the laws of the State of Arizona, without regard to conflicts of laws principles.

4. Assignor agrees to authorize, execute and deliver to Assignee such other documents as may be reasonably necessary in order to effectuate the transactions contemplated hereby.

5. The representations and warranties of Assignor and Assignee under the Agreement shall be deemed and construed to survive the execution and delivery of this Assignment and shall not merge herein or herewith.

6. This is not a present assignment. This is only a contingent and collateral assignment which shall become, only upon the occurrence and continuance of an Event of Default (as defined in the Loan Agreement) by Assignor and written notice to Assignor of Lender's exercise of its rights hereunder, a present and effective assignment of the rights of Assignor in and to the Loan Documents. Upon payment of all amounts due under the Note, and satisfaction by Assignor of all its obligations under the Loan Documents (as defined in the Loan Agreement), this Assignment shall be released.

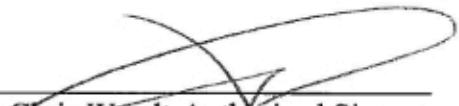
[Signature Page Follows]

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed in manner and form sufficient to bind it as of **May 28, 2024**.

ASSIGNOR:

COPA FREEDOM INVESTMENT LLC, an
Arizona limited liability company

By: Copa Capital Partners, LLC an
Arizona corporation, its Manager

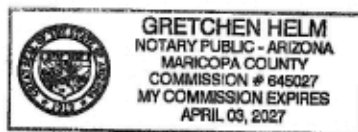
By: 
Chris Wendt-Authorized Signer

NOTARY ACKNOWLEDGMENT

STATE OF Arizona)
)
County of Maricopa)

On this 28 day of May, 2024 before me personally appeared Chris Wendt, whose identity was proven to me on the basis of satisfactory evidence to be the person he or she claims to be, and acknowledged before me that he or she executed the same in his or her authorized capacity, and that by his or her signature on the instrument the person, or the entity or entities upon behalf of which the person acted, executed the instrument.

(seal)



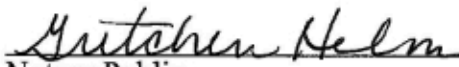

Notary Public

EXHIBIT "A"

List of Loan Documents

- (a) Loan and Security Agreement dated 10/30/2023 by and between Box of Rain LLC, A Colorado Limited Liability Company and Seller;
- (b) Promissory Note dated 10/30/2023, in the original principal amount of \$435,000.00,
- (c) by Borrower payable to the order of Seller;
- (d) DEED OF TRUST, ASSIGNMENT OF LEASES AND RENTS, FIXTURE FILING, AND SECURITY AGREEMENT dated 10/30/2023, by Borrower, as trustor, for the benefit of Seller, as beneficiary, and recorded on November 1, 2023, as Instrument No. 2023105895, in the Official Records of Denver County, Colorado (the "Deed of Trust");
- (e) Guaranty (Unlimited) dated effective 10/30/2023 by Timothy Aigner ("Guarantor") in favor of Seller;
- (f) Lenders Policy or Commitment of Title Insurance issued by Westcor Land Title as policy number LP-13-CO1046-15488659;
- (g) Any other Loan documents in Seller's possession.

EXHIBIT "B"

Legal Description

ALL OF LOT 319, VALENTINE ESTATES COTTAGE HOMES PHASE 3 PRUD,
ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE
OFFICE OF THE DAVIS COUNTY RECORDER, STATE OF UTAH