

APN# 1318-15-802-010

Recording Requested by:

Name: First American Title Insurance Company
Address: 5310 Kietzke Lane, Suite 100
City/State/Zip: Reno, NV 89511-2043
Order Number: 121-2546121-MLR

Assignment of Security Instrument

(for Recorder's use only)

(Title of Document)

Recorder Affirmation Statement

Please complete Affirmation Statement below:

I the undersigned hereby affirm that the attached document, including any exhibits, hereby submitted for recording does not contain the social security number of any person or persons. (Per NRS 239B.030)

-OR-

I the undersigned hereby affirm that the attached document, including any exhibits, hereby submitted for recording does contain the social security number of a person or persons as required by law:

(State specific law)

Margie Loma Sr. Escrow Officer
Signature **Title**

Margie Loma
Print
Signature

This page added to provide additional information required by NRS 111.312 Sections 1-2 and NRS 239B.030 Section 4.

(Additional recording fee applies)

APN: 1318-15-802-010

PREPARED BY AND
UPON RECORDATION RETURN TO:

Winstead PC
201 North Tryon Street
Suite 2000
Charlotte, North Carolina 28202
Attention: Annie R. George, Esq.

ASSIGNMENT OF SECURITY INSTRUMENT

by

**STARWOOD MORTGAGE CAPITAL LLC,
a Delaware limited liability company**

to

**STARWOOD MORTGAGE FUNDING II LLC,
a Delaware limited liability company**

Dated: As of September 27, 2018

**Location: 212 Elk Points Road
Zephyr Cove, Nevada**

County: Douglas County

ASSIGNMENT OF SECURITY INSTRUMENT

THIS ASSIGNMENT OF SECURITY INSTRUMENT (this "Assignment"), made and entered into as of the 27th day of September, 2018, is made by **STARWOOD MORTGAGE CAPITAL LLC**, a Delaware limited liability company, having an address at 1601 Washington Avenue, Suite 800, Miami Beach, Florida 33139 ("Assignor"), in favor of **STARWOOD MORTGAGE FUNDING II LLC**, a Delaware limited liability company, having an address at 1601 Washington Avenue, Suite 800, Miami Beach, Florida 33139 ("Assignee").

WITNESSETH

WHEREAS, Assignor is the present legal and equitable owner and holder of that certain Promissory Note dated as of September 27, 2018, executed by **ROUND HILL SC, LLC**, a Nevada limited liability company, having its principal place of business c/o A&R Realty LLC, 3100 Monticello, Suite 300, Dallas, Texas 75205, Attn: Alan Mann, **DAVIDSON RETAIL I, LLC**, a Nevada limited liability company, having its principal place of business at 3754 Fort Donelson Drive, Stockton, California 95219, and **DAVIDSON RETAIL II, LLC**, a Nevada limited liability company, having its principal place of business at 3754 Fort Donelson Drive, Stockton, California 95219, as grantor (jointly and severally, as tenants-in-common, together with their permitted successors and assigns, individually or collectively, as the context may require, "Borrower") and made payable to the order of Assignor in the stated principal amount of TWENTY ONE MILLION TWENTY FIVE THOUSAND AND NO/100 DOLLARS (\$21,025,000.00) (the "Note") in connection with certain real property and improvements located thereon situated in the County of Douglas, State of Nevada, and more particularly described on Exhibit A annexed hereto and made a part hereof (the "Premises"); and

WHEREAS, the Note is secured, inter alia, by the Security Instrument (as hereinafter defined); and

WHEREAS, the parties hereto desire that Assignor assign to Assignee, its successors and assigns, all of Assignor's right, title and interest in and to the Security Instrument.

NOW, THEREFORE, in consideration of the premises above set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and agreed, Assignor and Assignee hereby covenant and agree as follows:

1. Assignment. Assignor does hereby transfer, assign, grant and convey, as a capital contribution, to Assignee, its successors and assigns, all of the right, title and interest of Assignor in and to the following described instrument, and does hereby grant and delegate to Assignee, its successors and assigns, any and all of the duties and obligations of Assignor thereunder from and after the date hereof:

That certain Deed of Trust, Assignment of Leases and Rents and Security Agreement dated as of September 27, 2018, executed by Borrower for the benefit of Assignor, as lender, and recorded on Sept. 27, 2018, in the Real Property Records of Douglas County, Nevada, as Document No. recorded (the "Security Instrument"), in respect of the Premises. *concurrently therewith*

2. Assumption. From and after the date hereof, Assignee hereby accepts this Assignment and assumes and agrees to observe, perform and be bound by all of the terms, covenants, agreements, conditions and obligations of the Security Instrument required to be observed or performed by Assignor thereunder.

3. Representations and Warranties of Assignor. This Assignment is an absolute assignment. This Assignment is without recourse, representation or warranty, express or implied, upon Assignor, except Assignor hereby warrants and represents to Assignee that:

(a) Prior to the execution hereof, Assignor has not sold, transferred, assigned, conveyed, pledged or endorsed any right, title or interest in the Security Instrument to any person or entity other than Assignee; and

(b) Assignor has full right and power to contribute and assign the same to Assignee subject to no interest or participation of, or agreement with, any party other than Assignee.

4. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State in which the Premises are located.

5. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

6. Headings. The headings of the paragraphs of this Assignment have been included only for convenience, and shall not be deemed in any manner to modify or limit any of the provisions of this Assignment or be used in any manner in the interpretation of this Assignment.

7. Interpretation. Whenever the context so requires in this Assignment, all words used in the singular shall be construed to have been used in the plural (and vice versa), each gender shall be construed to include any other genders, and the word "person" shall be construed to include a natural person, a corporation, a firm, a partnership, a joint venture, a trust, an estate or any other entity.

8. Partial Invalidity. Each provision of this Assignment shall be valid and enforceable to the fullest extent permitted by law. If any provision of this Assignment or the application of such provision to any person or circumstance shall, to any extent, be invalid or unenforceable, then the remainder of this Assignment, or the application of such provision to

persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected by such invalidity or unenforceability.

[SIGNATURE PAGE FOLLOWS]

COPY

IN WITNESS WHEREOF, Assignor has executed this Assignment of Security Instrument as of the day and year first above written.

ASSIGNOR:

STARWOOD MORTGAGE CAPITAL
LLC, a Delaware limited liability company

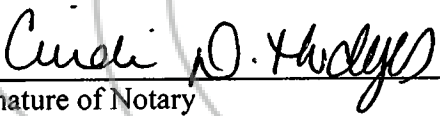
By: 
Name: Grace Chiang
Title: Vice President

ACKNOWLEDGMENT

STATE OF North Carolina }
COUNTY OF Mecklenburg } S.S.

The foregoing instrument was acknowledged before me this 18th day of September, 2018, by GRACE CHIANG, as the Vice President of STARWOOD MORTGAGE CAPITAL LLC, a Delaware limited liability company, for and on behalf of the limited liability company.

WITNESS my hand and official seal.


Signature of Notary

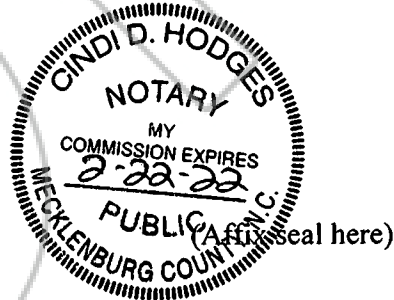


EXHIBIT A
LEGAL DESCRIPTION

PARCEL 1:

A PARCEL OF LAND LOCATED WITHIN A PORTION OF SECTION 15, TOWNSHIP 13 NORTH, RANGE 18 EAST, MOUNT DIABLO MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 15;
THENCE ALONG THE SECTION LINE COMMON TO SECTIONS 15 AND 22 NORTH 89°54'09" WEST, 1513.39 FEET TO A POINT ON THE NORTHEASTERLY RIGHT-OF-WAY OF U.S. HIGHWAY 50 AS DESCRIBED IN THE CONVEYANCE TO THE STATE OF NEVADA RECORDED JULY 18, 1933 IN THE OFFICE OF RECORDER, DOUGLAS COUNTY, NEVADA IN BOOK T OF DEEDS, AT PAGE 436;
THENCE ALONG SAID NORTHEASTERLY RIGHT-OF-WAY NORTH 47°36'00" WEST, 674.72 FEET TO THE SOUTHWEST CORNER OF A PARCEL OF LAND SHOWN AS NEVADA ALLIED INDUSTRIES ON THE RECORD OF SURVEY FOR NEVADA ALLIED INDUSTRIES RECORDED SEPTEMBER 25, 1980 IN THE OFFICE OF RECORDER, DOUGLAS COUNTY, NEVADA, IN BOOK 980, AT PAGE 1969, AS DOCUMENT NO. 48927, A FOUND 3/4" IRON PIPE AND PLUG RLS 3519;
THENCE CONTINUING ALONG SAID NORTHEASTERLY RIGHT-OF-WAY NORTH 47°36'00" WEST, 152.81 FEET TO THE POINT OF BEGINNING;
THENCE ALONG SAID NORTHEASTERLY RIGHT-OF-WAY NORTH 47°36'00" WEST, 437.47 FEET TO THE SOUTHEASTERLY CORNER OF PARCEL #1 AS SHOWN ON SAID RECORD OF SURVEY;
THENCE NORTH 84°15'35" EAST, 25.88 FEET;
THENCE NORTH 42°24'00" EAST, 50.32 FEET;
THENCE NORTH 26°07'31" WEST 18.56 FEET;
THENCE NORTH 42°24'00" EAST, 13.61 FEET;
THENCE NORTH 47°36'00" WEST, 120.00 FEET;
THENCE SOUTH 42°24'00" WEST, 71.06 FEET;
THENCE NON-TANGENT TO THE PRECEDING COURSE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 29.50 FEET, CENTRAL ANGLE OF 46°39'32", AN ARC LENGTH OF 24.02 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 24°01'56" EAST, 23.37 FEET;
THENCE SOUTH 47°21'42" EAST, 68.90 FEET;
THENCE SOUTH 36°36'19" EAST, 20.91 FEET;
THENCE SOUTH 17°25'22" EAST, 10.60 FEET TO A POINT ON THE NORTHEASTERLY RIGHT-OF-WAY OF U.S. HIGHWAY 50;
THENCE ALONG SAID NORTHEASTERLY RIGHT-OF-WAY NORTH 47°36'00" WEST, 175.55 FEET TO THE SOUTHEASTERLY CORNER OF SHELL OIL COMPANY, A.P.N. 05-290-01, AS RECORDED IN THE OFFICE OF RECORDER, DOUGLAS COUNTY, NEVADA IN BOOK 1094, AT PAGE 559;
THENCE ALONG THE BOUNDARY OF SAID SHELL OIL COMPANY THE FOLLOWING FIVE COURSES:

THENCE NORTH 42°24'00" EAST, 88.00 FEET;
THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 82.50 FEET, CENTRAL ANGLE OF 46°00'00", AND AN ARC LENGTH OF 66.24 FEET;
THENCE NORTH 03°36'00" WEST, 65.41 FEET;
THENCE SOUTH 80°30'10" WEST, 117.91 FEET;
THENCE SOUTH 42°24'00" WEST, 100.00 FEET TO A POINT ON SAID NORTHEASTERLY RIGHT-OF-WAY OF U.S. HIGHWAY 50;
THENCE ALONG SAID NORTHEASTERLY RIGHT-OF-WAY NORTH 47°36'00" WEST, 14.45 FEET;
THENCE NORTH 42°24'00" EAST, 545.28 FEET;
THENCE SOUTH 52°35'03" EAST, 40.63 FEET;
THENCE NORTH 68°56'23" EAST 164.88 FEET;
THENCE NORTH 04°43'13" WEST, 17.70 FEET;
THENCE SOUTH 59°30'37" EAST, 128.00 FEET;
THENCE SOUTH 76°36'23" WEST, 67.98 FEET;
THENCE SOUTH 09°08'39" EAST 200.78 FEET;
THENCE SOUTH 09°10'30" EAST, 122.01 FEET;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 34.12 FEET, CENTRAL ANGLE OF 89°43'38" AND ARC LENGTH OF 53.43 FEET;
THENCE NORTH 81°05'52" EAST 64.33 FEET;
THENCE SOUTH 12°39'37" EAST, 30.95 FEET;
THENCE SOUTH 35°39'37" EAST, 348.46 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY OF ELKS POINT ROAD;
THENCE ALONG SAID WESTERLY RIGHT-OF-WAY ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 320.00 FEET, CENTRAL ANGLE OF 33°22'12", ARC LENGTH OF 186.37 FEET, CHORD BEARING SOUTH 25°42'54" WEST, AND CHORD LENGTH OF 183.75 FEET;
THENCE ALONG SAID WESTERLY RIGHT-OF-WAY SOUTH 42°24'00" WEST, 80.76 FEET;
THENCE NORTH 47°36'00" WEST, 171.43 FEET;
THENCE SOUTH 42°19'21" WEST, 55.58 FEET;
THENCE NORTH 47°36'52" WEST, 31.73 FEET;
THENCE SOUTH 42°24'00" WEST, 63.25 FEET;
THENCE SOUTH 47°36'25" EAST, 26.67 FEET;
THENCE SOUTH 43°32'23" WEST, 70.01 FEET TO THE POINT OF BEGINNING.

NOTE: THE ABOVE METES AND BOUNDS LEGAL DESCRIPTION APPEARED PREVIOUSLY IN THAT CERTAIN DOCUMENT RECORDED SEPTEMBER 22, 2011 IN BOOK 911, PAGE 3871 AS INSTRUMENT NO. 789916 OF OFFICIAL RECORDS, DOUGLAS COUNTY, NEVADA.

PARCEL 2:

THOSE CERTAIN EASEMENTS AS DESCRIBED IN A RECIPROCAL EASEMENT AGREEMENT RECORDED OCTOBER 7, 1980, IN BOOK 1080, AT PAGE 455, AS DOCUMENT NO. 49341, OF OFFICIAL RECORDS, OF DOUGLAS COUNTY, NEVADA.

PARCEL 3:

THOSE CERTAIN EASEMENTS AS DESCRIBED IN DECLARATION OF RECIPROCAL EASEMENT CONTAINED IN DEED RECORDED OCTOBER 5, 1994, IN BOOK 1094, AT PAGE 559, AS DOCUMENT NO. 347650, OF OFFICIAL RECORDS, OF DOUGLAS COUNTY, NEVADA.

PARCEL 4:

THOSE CERTAIN RECIPROCAL EASEMENTS AS DESCRIBED IN DECLARATION OF RECIPROCAL EASEMENT DATED DECEMBER 18, 1998, RECORDED DECEMBER 21, 1998, IN BOOK 1298, AT PAGE 5054, AS DOCUMENT NO. 457043, OF OFFICIAL RECORDS, OF DOUGLAS COUNTY, NEVADA.

PARCEL 5:

THOSE CERTAIN EASEMENTS AS DESCRIBED IN JOINT DECLARATION OF ESTABLISHMENT OF COVENANTS, CONDITIONS AND RESTRICTIONS AND GRANTS OF EASEMENTS DATED SEPTEMBER 3, 2003, RECORDED SEPTEMBER 11, 2003, IN BOOK 903, AT PAGE 6055, AS DOCUMENT NO. 589683 AND RE-RECORDED SEPTEMBER 11, 2018 AS INSTRUMENT NO. 2018-919428, OF OFFICIAL RECORDS, OF DOUGLAS COUNTY, NEVADA.