

Recording requested by
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Security Title
1098 W. South Jordan Pkwy Suite#11
South Jordan, UT 84095

Asset No. 1052000001-000008

Ent: 381209 B: 1333 P: 1037

Chad Montgomery Box Elder County Utah Recorder
03/06/2018 02:38 PM Fee \$24.00 Page 1 of 8
By SECURITY TITLE INSURANCE AGENCY - SALT
LAKE OFFICE
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SPECIAL WARRANTY DEED

STATE OF UTAH §

§

COUNTY OF BOX ELDER §

§

RECITALS

WHEREAS, Profcio Bank, Cottonwood Heights, Utah (the "Institution"),
acquired the Property by that certain Corrective Trustees Deed dated April 4, 2012, and
recorded in Volume 1177 Page 0555 of the records of Box Elder
County, Utah, on April 9, 2012; and

WHEREAS, the Institution was closed by the Utah Department of Financial Institutions
on March 3, 2017, and the Federal Deposit Insurance Corporation (the "FDIC") was
appointed as receiver for the Institution (the "Receiver"); and

WHEREAS, as a matter of federal law, 12 U.S.C. § 1821(d)(2)(A)(i), the Receiver
succeeded to all of the right, title, and interest of the Institution in and to, among other things, the
Property.

NOW, THEREFORE, the Receiver (hereinafter, "Grantor"), whose address is 1601 Bryan
Street, Dallas, Texas 75201, for and in consideration of SIX HUNDRED SEVENTY FIVE
THOUSAND AND NO/100 DOLLARS (\$675,000.00), the receipt and
sufficiency of which are hereby acknowledged, has GRANTED, SOLD and CONVEYED and by
these presents does GRANT, SELL and CONVEY unto CROSS COUNTRY EQUITY, LLC, a
Utah Limited Liability Company ("Grantee"), whose address is 3138 N 1250 W, Pleasant View,
Utah, 84414.

that certain real property situated in Box Elder County, Utah, as described on Exhibit "A" attached hereto and made a part hereof for all purposes, together with any and all improvements thereto and all and singular the rights and appurtenances pertaining thereto, including, but not limited to, any right, title and interest of Grantor in and to adjacent streets, alleys or rights-of-way (collectively, the "Property"), **subject however to any and all exceptions, easements, rights-of-way, covenants, conditions, restrictions, reservations, encroachments, protrusions, shortages in area, boundary disputes and discrepancies, matters which could be discovered or would be revealed by, respectively, an inspection or current survey of the Property, encumbrances, access limitations, licenses, prescriptive rights, rights of any tenants under any leases covering the Property or any portion thereof, and any and all other matters or conditions affecting the Property, including, without limitation, any and all matters or conditions reflected on Exhibit "B" attached hereto and made a part hereof for all purposes, and whether known or unknown, recorded or unrecorded, as well as standby fees, real estate taxes, and assessments on or against the Property for the current year and subsequent years and subsequent taxes and assessments for prior years becoming due by reason of a change in usage or ownership, or both, of the Property; and any and all zoning, building, and other laws, regulations, and ordinances of municipal and other governmental authorities affecting the Property (all of the foregoing being collectively referred to as the "Permitted Encumbrances").** Grantee, by its acceptance of delivery of this Special Warranty Deed, assumes and agrees to perform any and all obligations of Grantor or the Institution under the Permitted Encumbrances.

FURTHER, GRANTEE, BY ITS ACCEPTANCE OF DELIVERY OF THIS SPECIAL WARRANTY DEED, ACKNOWLEDGES AND AGREES THAT (i) EXCEPT FOR THE SPECIAL (OR LIMITED) WARRANTY OF TITLE CONTAINED HEREIN, GRANTOR HAS NOT MADE, DOES NOT MAKE, AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS, OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT, OR FUTURE, OF, AS TO, CONCERNING, OR WITH RESPECT TO (A) THE VALUE, NATURE, QUALITY, OR CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL, AND GEOLOGY, (B) ANY INCOME TO BE DERIVED FROM THE PROPERTY, (C) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH GRANTEE MAY CONDUCT OR HOPE TO CONDUCT THEREON, (D) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES, OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, (E) THE DESCRIPTION, POSSESSION, HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY OR ANY PART THEREOF, (F) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS, IF ANY, INCORPORATED INTO THE PROPERTY, (G) THE MANNER, QUALITY, STATE OF REPAIR, OR LACK OF REPAIR OF THE PROPERTY OR ANY PORTION THEREOF OR ANY IMPROVEMENTS THERETO, (H) THE EXISTENCE, QUALITY, NATURE, ADEQUACY, OR PHYSICAL CONDITION OF ANY UTILITIES SERVING THE PROPERTY, OR (I) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY, AND

SPECIFICALLY, THAT GRANTOR HAS NOT MADE, DOES NOT MAKE, AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS REGARDING COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION, OR LAND USE LAWS, RULES, REGULATIONS, ORDERS, OR REQUIREMENTS, INCLUDING, WITHOUT LIMITATION, THE DISPOSAL OR EXISTENCE, IN OR ON THE PROPERTY OR ANY PART THEREOF, OF ANY HAZARDOUS MATERIALS; (ii) GRANTEE HAS FULLY INSPECTED THE PROPERTY AND THAT THE CONVEYANCE HEREUNDER OF THE PROPERTY IS "AS IS" AND "WITH ALL FAULTS", AND GRANTOR HAS NO OBLIGATION TO ALTER, REPAIR, OR IMPROVE THE PROPERTY OR ANY PORTION THEREOF OR ANY IMPROVEMENTS THERETO; and (iii) NO WARRANTY HAS ARISEN THROUGH TRADE, CUSTOM, OR COURSE OF DEALING WITH GRANTOR, AND ALL STATUTORY, COMMON LAW, AND CUSTOMARY COVENANTS AND WARRANTIES, IF ANY, OF WHATEVER KIND, CHARACTER, NATURE, PURPOSE, OR EFFECT, WHETHER EXPRESS OR IMPLIED OR ARISING BY OPERATION OF LAW, ARE HEREBY EXPRESSLY, UNCONDITIONALLY, AND IRREVOCABLY WAIVED, DISCLAIMED, AND EXCLUDED FROM THIS SPECIAL WARRANTY DEED, NOTWITHSTANDING ANY CUSTOM OR PRACTICE TO THE CONTRARY, OR ANY STATUTORY, COMMON LAW, DECISIONAL, HISTORICAL, OR CUSTOMARY MEANING, IMPLICATION, SIGNIFICANCE, EFFECT, OR USE OF CONTRARY IMPORT OF ANY WORD, TERM, PHRASE OR PROVISION HEREIN.

Further, by its acceptance of delivery of this Special Warranty Deed, Grantee or anyone claiming by, through, or under Grantee, hereby fully releases Grantor, the Institution, and the FDIC in any and all of its various other capacities, and their respective employees, officers, directors, representatives, and agents from any and all claims, costs, losses, liabilities, damages, expenses, demands, actions, or causes of action that it or they may now have or hereafter acquire, whether direct or indirect, known or unknown, suspected or unsuspected, liquidated or contingent, arising from or related to the Property in any manner whatsoever. This covenant releasing Grantor, the Institution, and the FDIC in any and all of its various other capacities shall

be a covenant running with the Property and shall be binding upon Grantee, its successors, and assigns.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in any wise belonging to Grantor, unto Grantee, its heirs, personal representatives, successors and assigns forever, and Grantor does hereby bind itself, its successors and assigns, to WARRANT SPECIALLY AND FOREVER DEFEND all and singular the Property unto Grantee, its heirs, personal representatives, successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through, or under Grantor, but not otherwise, **subject**, however, to the Permitted Encumbrances.

The fact that certain encumbrances, limitations, or other matters or conditions may be mentioned, disclaimed, or excepted in any way herein, whether specifically or generally, shall not be a covenant, representation, or warranty of Grantor as to any encumbrances, limitations, or any other matters or conditions not mentioned, disclaimed, or excepted. Notwithstanding anything herein to the contrary, however, nothing herein shall be construed or deemed as an admission by Grantor or Grantee to any third party of the existence, validity, enforceability, scope, or location of any encumbrances, limitations, or other matters or conditions mentioned, disclaimed, or excepted in any way herein, and nothing shall be construed or deemed as a waiver by Grantor or Grantee of its respective rights, if any, but without obligation, to challenge or enforce the existence, validity, enforceability, scope, or location of same against third parties.

By its acceptance of delivery of this Special Warranty Deed, Grantee hereby assumes the payment of all *ad valorem* taxes, standby fees, and general and special assessments of whatever kind and character affecting the Property which are due, or which may become due, for the current tax year or assessment period and for any tax year or assessment period subsequent to the date of this Special Warranty Deed, including, without limitation, taxes or assessments for prior years becoming due by reason of a change in usage or ownership, or both, of the Property or any portion thereof.

IN WITNESS WHEREOF, this Special Warranty Deed is executed on March 1, 2018

FEDERAL DEPOSIT INSURANCE CORPORATION,
as Receiver for Profound Bank, Cottonwood Heights, Utah

By: Bryan Kent Hill

Name: _____

BRYAN KENT HILL

Title: Attorney in Fact **ATTORNEY IN FACT**

EXHIBIT "A"

Lot 4, Amended Lots 5 and 4 of a Portion of POINTE PERRY SUBDIVISION, PHASE 1, a Special PUD Subdivision
(Tax Parcel No. 03-236-0022)

Lot 9, POINTE PERRY SUBDIVISION, PHASE 2, a Special PUD Subdivision
(Tax Parcel No. 03-236-0025)

Lot 10, POINTE PERRY SUBDIVISION, PHASE 2, a Special PUD Subdivision
(Tax Parcel No. 03-236-0026)

Lot 11, POINTE PERRY SUBDIVISION, PHASE 2, a Special PUD Subdivision
(Tax Parcel No. 03-236-0027)

Lot 12, POINTE PERRY SUBDIVISION, PHASE 2, a Special PUD Subdivision
(Tax Parcel No. 03-236-0028)

AND
Common Area POINTE PERRY SUBDIVISION, PHASE 2, a Special PUD Subdivision
(Tax Parcel No. 03-236-032)

Lot 13, POINTE PERRY SUBDIVISION, PHASE 2, a Special PUD Subdivision
(Tax Parcel No. 03-236-0029)

Lot 15, POINTE PERRY SUBDIVISION, PHASE 3, a Special PUD Subdivision
(Tax Parcel No. 03-236-0034)

Lot 16, POINTE PERRY SUBDIVISION, PHASE 3, a Special PUD Subdivision
(Tax Parcel No. 03-236-0035)

FDIC

1: AA

2: Aftclue

Date: 04/26/2017

EXHIBIT "B" to Special Warranty Deed

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interest, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances, which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patent or in Acts authorizing the issuance thereof; water rights; claims or title to water.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.
7. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the proposed insured acquiring of record for value the estate or interest or mortgage thereon covered by this commitment.

AFFIDAVIT AS TO DEBTS AND LIENS AND PARTIES IN POSSESSION
(ENTITY OWNER)

GF# [or other title company generated file no.]: 107753

SUBJECT PROPERTY: S Pointe Perry & W 1100 S Perry UT and being more fully described in the title commitment covering the Subject Property under the above-referenced GF# [or other title company generated file no.].

OWNER: FEDERAL DEPOSIT INSURANCE CORPORATION, as Receiver for
Proficio Bank, Cottonwood Heights, Utah

SALE TO:

Cross Country Equity, LLC, a Utah limited liability company

STATE OF Texas §

COUNTY OF Dallas §

BEFORE ME, the undersigned authority, on this day personally appeared Bryan Hart Hill, an Attorney in Fact of the Owner, personally known to me to be the person whose name is subscribed hereto, and upon oath deposes and says that, to the best of his or her actual knowledge, but without investigation or inquiry by the affiant or the Owner, the following statements are true:

1. a. All labor and materials that may have been furnished to the Subject Property or to the improvements thereon by or at the request of the Owner have been paid for, and there are now no unpaid claims for labor or materials against such improvements or the Subject Property incurred by the Owner.

b. There are no unpaid debts incurred by the Owner for any fixtures or personal property located upon the Subject Property, nor have any such items been purchased by the Owner on time payment contracts or subject to security interests therein which are secured by financing statement, security agreement or otherwise.

c. There are no loans of any kind placed on the Subject Property by the Owner which are not shown on the title commitment covering the Subject Property under the above-referenced GF#.

2. There are no parties in possession of the Subject Property other than the Owner, except the following:

None known.

Further affiant saith not.

EXECUTED to be effective as of March 1, 2018.

FEDERAL DEPOSIT INSURANCE CORPORATION,
as Receiver for Proficio Bank, Cottonwood Heights, Utah

By: [Signature]

Name: BRYAN KENT HILL
ATTORNEY IN FACT

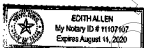
Title: Attorney in Fact

STATE OF Texas §

COUNTY OF Dallas §

JURAT

SUBSCRIBED AND SWORN TO before me by Bryan Kent Hill, Attorney in
Fact of the Federal Deposit Insurance Corporation, as Receiver for
Proficio Bank, Cottonwood Heights, Utah on March 1, 2018.



[Signature]
Notary Public, State of Texas
Notary's printed name: Edith Allen
My commission expires: August 11, 2020