

RECORDED ASSIGNMENT

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

Weekley Homes, LLC
1111 North Post Oak Road
Houston, TX 77055

16-011272

**ASSIGNMENT OF DEVELOPMENT RIGHTS,
PERMITS, APPROVALS AND ENGINEERING WORK**

THIS ASSIGNMENT OF DEVELOPMENT RIGHTS, PERMITS, APPROVALS AND ENGINEERING WORK ("**Assignment**") is made and entered into as of the 18 day of August, 2016, by **DEER RUN SOLUTIONS LLC**, a Delaware limited liability company ("**Assignor**"), with a mailing address at 4600 Wells Fargo Center, 90 South Seventh Street, Minneapolis, MN 55402, Attn: General Counsel, to **WEEKLEY HOMES, LLC**, a Delaware limited liability company ("**Assignee**"), with a mailing address at 1111 N. Post Oak Road, Houston, TX 77055.

WITNESSETH:

A. Pursuant to that certain Option Agreement ("**Agreement**") dated as of November 20, 2015 by and between Assignor and Assignee, Assignee is purchasing that certain real property located in Salt Lake County, Utah more particularly described on *Exhibit A* attached hereto (the "**Property**"). Capitalized terms not defined in this Assignment shall have the same meanings provided in the Agreement.

B. Assignor desires to assign its interest in and to the Development Rights, Permits, and Approvals (as defined below) to Assignee as of the date hereof ("**Transfer Date**"), and Assignee desires to accept the assignment thereof, covering the following:

All development rights, vested rights, concurrency approvals, benefits, privileges, exemptions and capacity, including any and all prepaid impact fees, impact fee credits, reserved water or wastewater capacity, and vested rights, and all applicable permits and approvals, including any water management district permits, consumptive water permit and any surface water management and/or discharge permit in and to the Property held by Assignor (collectively, the "**Development Rights, Permits and Approvals**").

C. Assignor also desires to assign its interest in and to the Engineering Work (as defined below) to Assignee as of the Transfer Date, and Assignee desires to accept the assignment thereof, covering the following:

All plans, designs, surveys, preliminary plats, plats, studies, tests, reports and certifications of surveyors or professional engineers with respect to the Property or the development of the Property, including, without limitation, all plats or preliminary or final site plans filed or prepared for filing with Mecklenburg County and all engineering contracts, designs and plans with respect to the extension of water and wastewater service to the Property (collectively the "**Engineering Work**").

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. As of the Transfer Date Assignor hereby assigns and transfers unto Assignee all of its right, title, claim and interest, if any, in, to and under the Development Rights, Permits and Approvals and the Engineering Work with respect to the Property (together the "**Assigned Interests**").

2. As of the Transfer Date, Assignee hereby accepts the foregoing assignment of the Assigned Interests and agrees to assume and perform all duties and obligations under the Development Rights, Permits and Approvals applicable to or imposed upon the Property.

3. In the event of any litigation between Assignor and Assignee arising out of the obligations of the parties under this Assignment or concerning the meaning or interpretation of any provision contained herein, the losing party shall pay the prevailing party's costs and expenses of such litigation, including, without limitation, reasonable attorneys' fees and expenses. In addition to the foregoing award of attorney's fees to the prevailing party, the prevailing party in any lawsuit arising out of or concerning this Assignment shall be entitled to its reasonable attorneys' fees incurred in any post-judgment proceedings to collect or enforce the judgment. This provision is separate and several and shall survive the merger of this Assignment into any judgment on this Assignment.

4. This Assignment shall be binding on and inure to the benefit of the parties herein, their successors and assigns.


5. This Assignment shall be governed by and construed in accordance with the laws of the State of Utah.

6. This Assignment may be executed in any number of counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same Assignment.

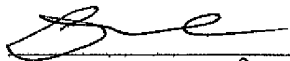
7. Nothing contained herein shall be deemed or construed as relieving the Assignor or Assignee of their respective duties and obligations under the Agreement.

"ASSIGNOR"

DEER RUN SOLUTIONS LLC,
a Delaware limited liability company

By: 
Name: Judd Gilate
Title: Vice President

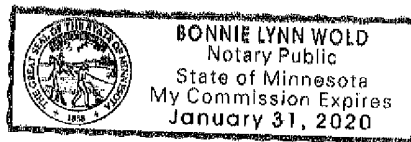
Signed, sealed, and delivered
in the presence of:


WITNESS Eric Roedel


NOTARY PUBLIC

My Commission Expires: 1-31-2020

[AFFIX NOTARY SEAL]



8. THIS ASSIGNMENT has been executed the day and year set forth above.

"ASSIGNEE"

WEEKLEY HOMES, LLC,
a Delaware limited liability company

By: *Mary Cavallino* (SEAL)

Name: _____

Title: _____

Mary Cavallino
Finance Coordinator

Signed, sealed, and delivered
in the presence of:

Rosemary Purnell
WITNESS

Cindy A. Moody
NOTARY PUBLIC

My Commission Expires: 5-2-18

[AFFIX NOTARY SEAL]

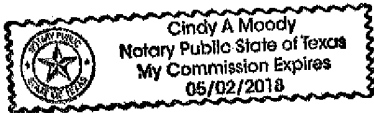


EXHIBIT "A"

Lots 120, 121, 122, 123, 124, and 126, Deer Run Preserve Phase 1 Subdivision according to the official plat thereof, on file and of record in the Office of the Recorder of Salt Lake County, Utah.

Lots 210, 211 and 212, Deer Run Preserve Phase 2 Subdivision according to the official plat thereof, on file and of record in the Office of the Recorder of Salt Lake County, Utah.

Lots 303, 304, 305, 316, 317, and 319, Deer Run Preserve Phase 3 Subdivision according to the official plat thereof, on file and of record in the Office of the Recorder of Salt Lake County, Utah.

For information purposes only: Part of Tax ID Nos. 34-05-384-001, 34-05-384-002, 34-05-384-003, 34-05-406-003, 34-05-377-006, 34-05-377-007

New Tax ID Nos. 34-05-384-054, 34-05-384-053, 34-05-384-052, 34-05-384-051, 34-05-384-050, 34-05-384-048, 34-05-384-079, 34-05-384-078, 34-05-384-077, 34-05-377-010, 34-05-377-011, 34-05-377-012, 34-05-377-019, 34-05-377-018, 34-05-377-016