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RICHARD T. MAUGHAN
DAVIS COUNTY: UTAH RECORDER
09/29/2015 02:55 PM
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DEP RT REC'D FOR FIDELITY NATIONAL

Record and Return to: Fidelity National Title Group 6500 Pinecrest Drive, Suite 600 Plano, Texas 75024

Attn: Charles Chacko

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PREPARED BY:
Sidley Austin LLP
555 West 5th Street, Suite 4000
Los Angeles, California 90013
Attn: Stephen Blevit, Esq.
DSLAW-AMIL 2015 2 DANIS UT PET MASTEL
AFTER RECORDING RETURN TO:
OS National, LLC
2170 Satellite Blvd., Ste. 450
Duluth, GA 30097

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

AMH 2015-2 BORROWER, LLC (Trustor)

to

CHICAGO TITLE INSURANCE COMPANY,

(Trustee)

for the Benefit of

GOLDMAN SACHS MORTGAGE COMPANY

(Beneficiary)

Dated:

As of September 22, 2015

County:

Davis

State:

Utah

THIS INSTRUMENT IS A FINANCING STATEMENT FILED AS A FIXTURE FILING UNDER SECTION 70A-9a-502 OF THE UTAH UNIFORM COMMERCIAL CODE COVERING ALL GOODS AS PROVIDED IN GRANTING CLAUSES WHICH ARE OR SHALL BECOME FIXTURES RELATED TO THE PREMISES DESCRIBED IN EXHIBIT A-1 THROUGH A-136 AND IS TO BE RECORDED IN THE REAL ESTATE RECORDS AS A FIXTURE FILING.

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

THIS DEED OF TRUST, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING (this "Deed of Trust") is made as of this 22nd day of September, 2015, by AMH 2015-2 BORROWER, LLC, a Delaware limited liability company, as trustor, having an address at c/o American Homes 4 Rent, 30601 Agoura Road, Suite 200, Agoura Hills, CA 91301, Attn: General Counsel ("Trustor") to CHICAGO TITLE INSURANCE COMPANY, as trustee, having an address of 6500 Pinecrest Drive, Suite 600, Plano, Texas 75024 ("Trustee"), for the benefit of GOLDMAN SACHS MORTGAGE COMPANY, a New York limited partnership, as beneficiary, having an address at 200 West Street, New York, New York 10282, Attention: Rene Theriault (together with its successors and/or assigns, "Beneficiary").

WITNESSETH:

- A. This Deed of Trust is given to secure a loan (the "Loan") in the principal sum of FOUR HUNDRED SEVENTY SEVEN MILLION SEVEN HUNDRED TWENTY NINE THOUSAND AND NO/100 DOLLARS (\$477,729,000.00) or so much thereof as may be advanced pursuant to that certain Loan Agreement dated as of the date hereof by and between Trustor and Beneficiary (as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time, the "Loan Agreement"), and evidenced by that certain Promissory Note dated the date hereof made by Trustor to Beneficiary (such Note, together with all extensions, renewals, replacements, restatements or modifications thereof, being hereinafter referred to as the "Note"). Capitalized terms used herein without definition shall have the meanings ascribed to such terms in the Loan Agreement.
- B. Trustor desires to secure the payment of the outstanding principal amount of the Loan together with all interest accrued and unpaid thereon and all other sums (including the Yield Maintenance Premium) due to Beneficiary in respect of the Loan under the Note, the Loan Agreement and the other Loan Documents (the "Debt") and the performance of all of its obligations under the Note, the Loan Agreement and the other Loan Documents.
- C. This Deed of Trust is given pursuant to the Loan Agreement, and payment, fulfillment and performance by Trustor of its obligations thereunder and under the other Loan Documents are secured hereby, and each and every term and provision of the Loan Agreement and the Note, including the rights, remedies, obligations, covenants, conditions, agreements, indemnities, representations and warranties of the parties therein, are hereby incorporated by reference herein as though set forth in full and shall be considered a part of this Deed of Trust.

NOW THEREFORE, in consideration of the making of the Loan by Beneficiary and the covenants, agreements, representations and warranties set forth in this Deed of Trust and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by Trustor:

ARTICLE I.

GRANTS OF SECURITY

- Section 1.01 <u>Trust Property</u>. Trustor does hereby irrevocably mortgage, grant, bargain, sell, pledge, assign, warrant, transfer and convey unto Trustee, in trust for the benefit of Beneficiary and its successors and assigns, WITH POWER OF SALE, all right, title, interest and estate of Trustor now owned, or hereafter acquired by Trustor, in and to the following (collectively, the "*Property*"):
- (a) <u>Land</u>. The real property identified on <u>Schedule 1</u> attached hereto and made a part hereof and more particularly described in <u>Exhibits A-1</u> through <u>A-136</u>, inclusive, attached hereto and made a part hereof (collectively, the "Land");
- (b) Additional Land. All additional lands, estates and development rights hereafter acquired by Trustor for use in connection with the Land and the development of the Land and all additional lands and estates therein which may, from time to time, by supplemental mortgage or deed of trust or otherwise be expressly made subject to the lien of this Deed of Trust:
- (c) <u>Improvements</u>. The buildings, structures, fixtures, additions, enlargements, extensions, modifications, repairs, replacements and improvements now or hereafter erected or located on the Land (collectively, the "*Improvements*");
- (d) <u>Easements</u>. All easements, rights-of-way or use, rights, strips and gores of land, streets, ways, alleys, passages, sewer rights, water, water courses, water rights and powers, air rights and development rights, and all estates, rights, titles, interests, privileges, liberties, servitudes, tenements, hereditaments and appurtenances of any nature whatsoever, in any way now or hereafter belonging, relating or pertaining to the Land and the Improvements and the reversion and reversions, remainder and remainders, and all land lying in the bed of any street, road or avenue, opened or proposed, in front of or adjoining the Land, to the center line thereof and all the estates, rights, titles, interests, dower and rights of dower, curtesy and rights of curtesy, property, possession, claim and demand whatsoever, both at law and in equity, of Trustor of, in and to the Land and the Improvements and every part and parcel thereof, with the appurtenances thereto;
- (e) <u>Equipment</u>. All "equipment," as such term is defined in <u>Article 9</u> of the Uniform Commercial Code (as hereinafter defined), now owned or hereafter acquired by Trustor, which is used at or in connection with the Improvements or the Land or is located thereon or therein (including, but not limited to, all machinery, equipment, furnishings, and electronic data-processing and other office equipment now owned or hereafter acquired by Trustor and any and all additions, substitutions and replacements of any of the foregoing), together with all attachments, components, parts, equipment and accessories installed thereon or affixed thereto (collectively, the "*Equipment*"). Notwithstanding the foregoing, Equipment shall not include any property belonging to Tenants under Leases except to the extent that Trustor shall have any right or interest therein;

- Fixtures. All Equipment now owned, or the ownership of which is hereafter acquired, by Trustor which is so related to the Land and Improvements forming part of the Property that it is deemed fixtures or real property under the law of the particular state in which the Equipment is located, including, without limitation, all building or construction materials intended for construction, reconstruction, alteration or repair of or installation on the Property, construction equipment, appliances, machinery, plant equipment, fittings, apparatuses. fixtures and other items now or hereafter attached to, installed in or used in connection with (temporarily or permanently) any of the Improvements or the Land, including, but not limited to, engines, devices for the operation of pumps, pipes, plumbing, cleaning, call and sprinkler systems, fire extinguishing apparatuses and equipment, lighting, heating, ventilating, plumbing, laundry, incinerating, electrical, air conditioning and air cooling equipment and systems, gas and electric machinery, appurtenances and equipment, pollution control equipment, security systems, disposals, dishwashers, refrigerators and ranges, recreational equipment and facilities of all kinds, and water, gas, electrical, storm and sanitary sewer facilities, utility lines and equipment (whether owned individually or jointly with others, and, if owned jointly, to the extent of Trustor's interest therein) and all other utilities whether or not situated in easements, all water tanks, water supply, water power sites, fuel stations, fuel tanks, fuel supply, and all other structures, together with all accessions, appurtenances, additions, replacements, betterments and substitutions for any of the foregoing and the proceeds thereof (collectively, the "Fixtures"). Notwithstanding the foregoing, "Fixtures" shall not include any property which Tenants are entitled to remove pursuant to Leases except to the extent that Trustor shall have any right or interest therein:
- (g) Personal Property. All furniture, furnishings, objects of art, machinery, goods, tools, equipment, supplies, appliances, general intangibles, contract rights, accounts, accounts receivable, franchises, licenses, certificates and permits, and all other personal property of any kind or character whatsoever (as defined in and subject to the provisions of the Uniform Commercial Code), other than Fixtures, which are now or hereafter owned by Trustor and which are located within or about the Land and the Improvements, together with all accessories, replacements and substitutions thereto or therefor and the proceeds thereof (collectively, the "Personal Property"), and the right, title and interest of Trustor in and to any of the Personal Property which may be subject to any security interests, as defined in the Uniform Commercial Code, as adopted and enacted by the state or states where any of the Property is located (as amended from time to time, the "Uniform Commercial Code"), superior in lien to the lien of this Deed of Trust, and all proceeds and products of any of the above;
- (h) <u>Leases and Rents</u>. (i) All leases, subleases or subsubleases, lettings, licenses, concessions or other agreements (whether written or oral) pursuant to which any Person is granted a possessory interest in, or right to use or occupy all or any portion of the Land and the Improvements, and every modification, amendment, extension, renewal, replacement, or other agreement relating to such leases, subleases, subsubleases, or other agreements entered into in connection with such leases, subleases, subsubleases, or other agreements and every guarantee of the performance and observance of the covenants, conditions and agreements to be performed and observed by the other party thereto, heretofore or hereafter entered into, whether before or after the filing by or against Trustor of any petition for relief under 11 U.S.C. §101 et seq., as the same may be amended from time to time (the "Bankruptcy Code") (collectively, the "Leases"); (ii) all right, title and interest of Trustor, its successors and assigns, therein and thereunder,

including, without limitation, cash or securities deposited thereunder to secure the performance by the lessees of their obligations thereunder and all rents, additional rents, revenues, issues and profits (including all oil and gas or other mineral royalties and bonuses) from the Land and the Improvements, whether paid or accruing before or after the filing by or against Trustor of any petition for relief under the Bankruptcy Code (collectively, the "Rents"); (iii) all proceeds from the sale or other disposition of the Leases and the right to receive and apply the Rents to the payment and performance of the Obligations, including the payment of the Debt; (iv) all of Trustor's right, title and interest in, and claims under, any and all lease guaranties, letters of credit and any other credit support (individually, a "Lease Guaranty", and collectively, the "Lease Guaranties") given by any guarantor in connection with any of the Leases or leasing commissions (individually, a "Lease Guarantor", and collectively, the "Lease Guarantors") to Trustor; (v) all rights, powers, privileges, options and other benefits of Trustor as the lessor under any of the Leases and the beneficiary under any of the Lease Guaranties, including, without limitation, the immediate and continuing right to make claims for, and to receive, collect and acknowledge receipt for all Rents payable or receivable under the Leases and all sums payable under the Lease Guaranties or pursuant thereto (and to apply the same to the payment of the Debt or the Other Obligations), and to do all other things which Trustor or any lessor is or may become entitled to do under any of the Leases or Lease Guaranties; (vi) the right, subject to the provisions of the Loan Agreement, at Beneficiary's option, upon revocation of the license granted herein, to enter upon the Property in person, by agent or by court-appointed receiver, to collect the Rents; (vii) during the continuance of an Event of Default, Trustor's irrevocable power of attorney, coupled with an interest, to take any or all other actions designated by Beneficiary for the proper management and preservation of the Land and Improvements; and (viii) any and all other rights of Trustor in and to the items set forth in subsections (i) through (vii) above, and all amendments, modifications, replacements, renewals and substitutions thereof;

- (i) <u>Condemnation Awards</u>. All awards or payments, including interest thereon, which may heretofore and hereafter be made with respect to the Property, whether from the exercise of the right of eminent domain (including, but not limited to, any transfer made in lieu of or in anticipation of the exercise of such right), or for a change of grade, or for any other injury to or decrease in the value of the Property;
- (j) <u>Insurance Proceeds</u>. All proceeds in respect of the Property under any insurance policies covering the Property, including, without limitation, the right to receive and apply the proceeds of any insurance, judgments or settlements made in lieu thereof, for damage to the Property;
- (k) <u>Tax Certiorari</u>. All refunds, rebates or credits in connection with any reduction in Taxes or HOA Fees charged against the Property as a result of tax certiorari proceedings or any other applications or proceedings for reduction;
- (l) <u>Rights</u>. The right, in the name and on behalf of Trustor, to appear in and defend any action or proceeding brought with respect to the Property and to commence any action or proceeding to protect the interest of Beneficiary in the Property;

- (m) Agreements. All agreements, contracts, certificates, instruments, franchises, management agreements, permits, licenses, plans, specifications and other documents, now or hereafter entered into, and all rights therein and thereto, respecting or pertaining to the use, occupation, construction, management or operation of the Land and any part thereof and any Improvements or respecting any business or activity conducted on the Land and any part thereof and all right, title and interest of Trustor therein and thereunder, including, without limitation, the right, upon the happening and during the continuance of any Event of Default, to receive and collect any sums payable to Trustor thereunder;
- (n) <u>Intellectual Property</u>. All tradenames, trademarks, servicemarks, logos, copyrights, goodwill, URLs or other online media, books and records and all other general intangibles relating to or used in connection with the operation of the Property;
- (o) Accounts. All reserves, escrows and deposit accounts maintained by Trustor with respect to the Property, including, without limitation, all accounts established or maintained pursuant to the Loan Agreement, the Blocked Account Control Agreement, the Deposit Account Control Agreement or any other Loan Document, together with all deposits or wire transfers made to such accounts, and all cash, checks, drafts, certificates, securities, investment property, financial assets, instruments and other property held therein from time to time, and all proceeds, products, distributions, dividends and/or substitutions thereon and thereof;
- (p) <u>Uniform Commercial Code Property</u>. All documents, instruments, chattel paper and general intangibles, as the foregoing terms are defined in the Uniform Commercial Code, relating to the Property;
- (q) <u>Minerals</u>. All minerals, crops, timber, trees, shrubs, flowers and landscaping features now or hereafter located on, under or above Land;
- (r) All Other Assets. All other accounts, general intangibles, instruments, investment property, documents, chattel paper, goods, moneys, letters of credit, letter of credit rights, certificates of deposit, deposit accounts, commercial tort claims, oil, gas and minerals, and all other property and interests in property of Trustor, whether tangible or intangible, and including without limitation all of Trustor's claims and rights to the payment of damages arising under the Bankruptcy Code ("Bankruptcy Claims");
- (s) <u>Proceeds</u>. All proceeds of, and proceeds of any sale of, any of the foregoing, including, without limitation, proceeds of insurance and condemnation awards, whether in cash or in liquidation or other claims, or otherwise; and
- (t) Other Rights. Any and all other rights of Trustor in and to the items set forth in Subsections (a) through (s) above.

AND, without limiting any of the other provisions of this Deed of Trust, to the extent permitted by applicable law, Trustor expressly grants to Beneficiary, as secured party, a security interest in all of Trustor's right, title and interest in and to that portion of the Property which is or may be subject to the provisions of the Uniform Commercial Code which are applicable to secured transactions; it being understood and agreed that the Improvements and Fixtures are part and

parcel of the Land (the Land, the Improvements and the Fixtures collectively referred to as the "Real Property") appropriated to the use thereof and, whether affixed or annexed to the Land or not, shall for the purposes of this Deed of Trust be deemed conclusively to be real estate and mortgaged hereby.

Section 1.02 Assignment of Rents.

- (a) Trustor hereby absolutely and unconditionally assigns to Beneficiary all of Trustor's right, title and interest in and to all current and future Leases, Rents, Lease Guaranties and Bankruptcy Claims; it being intended by Trustor that this assignment constitutes a present, absolute assignment and not an assignment for additional security only. Nevertheless, subject to the applicable Deposit Account Control Agreement, the Blocked Account Control Agreement, the Loan Agreement and the terms of this Deed of Trust, including without limitation Section 7.01(j), Beneficiary grants to Trustor a revocable license to (and Trustor shall have the right to) collect, receive, use and enjoy the Rents, as well as any sums due under the Lease Guaranties. Trustor shall hold the Rents, as well as all sums received pursuant to any Lease Guaranty, or a portion thereof sufficient to discharge all current sums due on the Debt, in trust for the benefit of Beneficiary for use in the payment of such sums. This assignment is effective without any further or supplemental assignment documents.
- (b) Trustor hereby authorizes and directs the lessees named in the Leases, any other future lessees or occupants of the Real Property and all Lease Guarantors to pay over to Beneficiary or to such other party as Beneficiary directs all Rents and all sums due under any Lease Guaranties, upon such lessee's receipt from Beneficiary of written notice to the effect that Beneficiary is then the holder of this Assignment. Such Rents shall be disbursed and/or applied in accordance with the terms of the Loan Agreement.
- Section 1.03 Security Agreement. This Deed of Trust is both a real property mortgage and a "security agreement" within the meaning of the Uniform Commercial Code. The Property includes both real and personal property and all other rights and interests, whether tangible or intangible in nature, of Trustor in the Property. By executing and delivering this Deed of Trust, Trustor hereby grants to Beneficiary, as security for the Obligations, a security interest in the Fixtures, the Equipment, the Personal Property and the other property constituting the Property to the full extent that the Fixtures, the Equipment, the Personal Property and such other property may be subject to the Uniform Commercial Code (said portion of the Property so subject to the Uniform Commercial Code being called the "Collateral"). If an Event of Default shall occur and be continuing, Beneficiary, in addition to any other rights and remedies which it may have, shall have and may exercise immediately and without demand, any and all rights and remedies granted to a secured party upon default under the Uniform Commercial Code, including, without limiting the generality of the foregoing, the right to take possession of the Collateral or any part thereof, and to take such other measures as Beneficiary may deem necessary for the care, protection and preservation of the Collateral. Upon request or demand of Beneficiary after the occurrence and during the continuance of an Event of Default, Trustor shall, at its expense, assemble the Collateral and make it available to Beneficiary at a convenient place (at the Land if tangible property) reasonably acceptable to Beneficiary. Trustor shall pay to Beneficiary on demand any and all expenses, including reasonable attorneys' fees and costs, incurred or paid by Beneficiary in protecting its interest in the Collateral and in enforcing its rights hereunder with

respect to the Collateral after the occurrence and during the continuance of an Event of Default. Any notice of sale, disposition or other intended action by Beneficiary with respect to the Collateral sent to Trustor in accordance with the provisions hereof at least ten (10) days prior to such action, shall, except as otherwise provided by applicable law, the Loan Agreement or the Borrower Security Agreement, constitute reasonable notice to Trustor. The proceeds of any disposition of the Collateral, or any part thereof, may, except as otherwise required by applicable law, be applied by Beneficiary to the payment of the Debt in such priority and proportions as Beneficiary in its discretion shall deem proper. The principal place of business of Trustor (Debtor) is as set forth in the preamble of this Deed of Trust and the address of Beneficiary (Secured Party) is as set forth in the preamble of this Deed of Trust.

Section 1.04 <u>Fixture Filing</u>. Certain of the Property is or will become "fixtures" (as that term is defined in the Uniform Commercial Code) on the Land, described or referred to in this Deed of Trust, and this Deed of Trust, upon being filed for record in the real estate records of the city or county wherein such fixtures are situated, shall operate also as a financing statement naming Trustor as the Debtor and Beneficiary as the Secured Party filed as a fixture filing in accordance with the applicable provisions of said Uniform Commercial Code upon such of the Property that is or may become fixtures. This Deed of Trust constitutes a fixture filing in accordance with Section 70A-9a-502 of the Utah Uniform Commercial Code, as the same may be amended or recodified from time to time. For this purpose, the respective addresses of Trustor, as debtor, and Beneficiary, as secured party, are as set forth in the preamble of this Deed of Trust. Trustor is the record owner of the Property, and Trustor's organizational identification number is 5777581.

CONDITIONS TO GRANT

TO HAVE AND TO HOLD the above granted and described Property unto and to the use and benefit of Beneficiary and its successors and assigns, forever;

PROVIDED, HOWEVER, these presents are upon the express condition that, if Trustor shall well and truly pay and perform the Obligations (including the payment of the Debt) at the time and in the manner provided in this Deed of Trust, the Note, the Loan Agreement and the other Loan Documents, and shall well and truly abide by and comply with each and every covenant and condition set forth herein and in the Note, the Loan Agreement and the other Loan Documents, these presents and the estate hereby granted shall cease, terminate and be void; provided, however, that, subject to Section 9.06, Trustor's obligation to indemnify and hold harmless Beneficiary pursuant to the provisions hereof shall survive any such payment or release.

ARTICLE II.

DEBT AND OBLIGATIONS SECURED

Section 2.01 Obligations. This Deed of Trust and the grants, assignments and transfers made in Article I are given for the purpose of securing the Obligations, including, but not limited to, the Debt.

- Section 2.02 Other Obligations. This Deed of Trust and the grants, assignments and transfers made in Article I are also given for the purpose of securing the following (collectively, the "Other Obligations"):
 - (a) the performance of all other obligations of Trustor contained herein,
- (b) the performance of each obligation of Trustor contained in the Loan Agreement and in each other Loan Document; and
- (c) the performance of each obligation of Trustor contained in any renewal, extension, amendment, modification, consolidation, change of, or substitution or replacement for, all or any part of the Note, the Loan Agreement or any other Loan Document.
- Section 2.03 <u>Debt and Other Obligations</u>. Trustor's obligations for the payment of the Debt and the performance of the Other Obligations shall be referred to collectively herein as the "Obligations."

Section 2.04 Intentionally Omitted.

Section 2.05 <u>Loan Repayment</u>. Provided no Event of Default exists, the Lien of this Deed of Trust shall be terminated, released and reconveyed of record by Beneficiary (and the Trustee, to the extent required by law to effect a full and proper termination, release and reconveyance) in accordance with the terms and provisions set forth in the Loan Agreement.

Section 2.06 Other Mortgages; No Election of Remedies.

- (a) The Debt is now or may hereafter be secured by one or more other mortgages, deeds to secure debt, deeds of trust and other security agreements (collectively, as the same may be amended, restated, replaced, supplemented, extended, renewed or otherwise modified and in effect from time to time, are herein collectively called the "Other Mortgages"), which cover or will hereafter cover other properties that are or may be located in various states (collectively, the "Other Collateral"). The Other Mortgages will secure the Debt and the performance of the other covenants and agreements of Trustor set forth in the Loan Documents. Upon the occurrence and during the continuance of an Event of Default, Beneficiary may proceed under this Deed of Trust and/or any or all the Other Mortgages against either the Property and/or any or all the Other Collateral in one or more parcels and in such manner and order as Beneficiary shall elect. Trustor hereby irrevocably waives and releases, to the extent permitted by law, and whether now or hereafter in force, any right to have the Property and/or the Other Collateral marshaled upon any foreclosure of this Deed of Trust or any Other Mortgage.
- (b) Without limiting the generality of the foregoing, and without limitation as to any other right or remedy provided to Beneficiary in this Deed of Trust or the other Loan Documents, in the case and during the continuance of an Event of Default (i) Beneficiary shall have the right to pursue all of its rights and remedies under this Deed of Trust and the Loan Documents, at law and/or in equity, in one proceeding, or separately and independently in separate proceedings from time to time, as Beneficiary, in its sole and absolute discretion, shall determine from time to time, (ii) Beneficiary shall not be required to either marshal assets, sell

the Property and/or any Other Collateral in any particular order of alienation (and may sell the same simultaneously and together or separately), or be subject to any "one action" or "election of remedies" law or rule with respect to the Property and/or any Other Collateral, (iii) the exercise by Beneficiary of any remedies against any one item of Property and/or any Other Collateral will not impede Beneficiary from subsequently or simultaneously exercising remedies against any other item of Property and/or Other Collateral, (iv) all liens and other rights, remedies or privileges provided to Beneficiary herein shall remain in full force and effect until Beneficiary has exhausted all of its remedies against the Property and all Property has been foreclosed, sold and/or otherwise realized upon in satisfaction of the Debt, and (v) Beneficiary may resort for the payment of the Debt to any security held by Beneficiary in such order and manner as Beneficiary, in its discretion, may elect and Beneficiary may take action to recover the Debt, or any portion thereof, or to enforce any covenant hereof without prejudice to the right of Beneficiary thereafter to foreclose this Deed of Trust.

(c) Without notice to or consent of Trustor and without impairment of the lien and rights created by this Deed of Trust, Beneficiary may, at any time (in its sole and absolute discretion, but Beneficiary shall have no obligation to), execute and deliver to Trustor a written instrument releasing all or a portion of the lien of this Deed of Trust as security for any or all of the Obligations now existing or hereafter arising under or in respect of the Note, the Loan Agreement and each of the other Loan Documents, whereupon following the execution and delivery by Beneficiary to Trustor of any such written instrument of release, this Deed of Trust shall no longer secure such Obligations released.

ARTICLE III.

TRUSTOR COVENANTS

Trustor covenants and agrees that throughout the term of the Loan:

Section 3.01 Payment of Debt. Trustor will pay the Debt at the time and in the manner provided in the Loan Agreement, the Note and this Deed of Trust.

Section 3.02 <u>Incorporation by Reference</u>. All the covenants, conditions and agreements contained in (a) the Loan Agreement, (b) the Note, and (c) all and any of the other Loan Documents, are hereby made a part of this Deed of Trust to the same extent and with the same force as if fully set forth herein. In the event of any inconsistency between the terms of Section 1.03 of this Deed of Trust and the terms of the Borrower Security Agreement, the terms of the Borrower Security Agreement shall control, except that, in the event of any inconsistency between any of the terms of this Deed of Trust (including the terms of Section 1.03 herein) and the Loan Agreement, the terms of the Loan Agreement shall control. Without limiting the generality of the foregoing, Trustor (i) agrees to insure, repair, maintain and restore damage to the Property, pay Taxes and HOA Fees, and comply with Legal Requirements, in accordance with the Loan Agreement, and (ii) agrees that the Insurance Proceeds and Awards shall be settled, held, applied and/or disbursed in accordance with the Loan Agreement.

Section 3.03 Performance of Other Agreements. Trustor shall observe and perform each and every term, covenant and provision to be observed or performed by Trustor pursuant to the Loan Agreement, any other Loan Document and any other agreement or recorded instrument affecting or pertaining to the Property, and any amendments, modifications or changes thereto.

ARTICLE IV.

OBLIGATIONS AND RELIANCES

- Section 4.01 <u>Relationship of Trustor and Beneficiary</u>. The relationship between Trustor and Beneficiary is solely that of debtor and creditor, and Beneficiary has no fiduciary or other special relationship with Trustor, and no term or condition of any of the Loan Agreement, the Note, this Deed of Trust or the other Loan Documents shall be construed so as to deem the relationship between Trustor and Beneficiary to be other than that of debtor and creditor.
- Section 4.02 No Reliance on Beneficiary. The general partners, members, principals and (if Trustor is a trust) beneficial owners of Trustor, as applicable, are experienced in the ownership and operation of properties similar to the Property, and Trustor and Beneficiary are relying solely upon such expertise and business plan in connection with the ownership and operation of the Property. Trustor is not relying on Beneficiary's expertise, business acumen or advice in connection with the Property.

Section 4.03 No Beneficiary Obligations.

- (a) Notwithstanding the provisions of <u>Subsections 1.01(h)</u> and <u>(m)</u> or <u>Section 1.02</u>, Beneficiary is not undertaking the performance of (i) any obligations under the Leases, or (ii) any obligations with respect to any other agreements, contracts, certificates, instruments, franchises, permits, trademarks, licenses or other documents.
- (b) By accepting or approving anything required to be observed, performed or fulfilled or to be given to Beneficiary pursuant to this Deed of Trust, the Loan Agreement, the Note or the other Loan Documents, including, without limitation, any officer's certificate, balance sheet, statement of profit and loss or other financial statement, survey, appraisal or insurance policy, Beneficiary shall not be deemed to have warranted, consented to, or affirmed the sufficiency, legality or effectiveness of same, and such acceptance or approval thereof shall not constitute any warranty or affirmation with respect thereto by Beneficiary.
- Section 4.04 Reliance. Trustor recognizes and acknowledges that in accepting the Loan Agreement, the Note, this Deed of Trust and the other Loan Documents, Beneficiary is expressly and primarily relying on the truth and accuracy of the warranties and representations set forth in Article 3 of the Loan Agreement without any obligation to investigate the Property and notwithstanding any investigation of the Property by Beneficiary; that such reliance existed on the part of Beneficiary prior to the date hereof; that the warranties and representations are a material inducement to Beneficiary in making the Loan; and that Beneficiary would not be willing to make the Loan and accept this Deed of Trust in the absence of the warranties and representations as set forth in Article 3 of the Loan Agreement.

ARTICLE V.

FURTHER ASSURANCES

Section 5.01 Recording of Deed of Trust, Etc. Trustor forthwith upon the execution and delivery of this Deed of Trust and thereafter, from time to time, will cause this Deed of Trust and any of the other Loan Documents creating a Lien or security interest or evidencing the Lien hereof upon the Property and each instrument of further assurance to be filed, registered or recorded in such manner and in such places as may be required by any present or future law in order to publish notice of and fully to protect and perfect the Lien or security interest hereof upon, and the interest of Beneficiary in, the Property. Trustor will pay all taxes, filing, registration or recording fees, and all expenses incident to the preparation, execution, acknowledgment and/or recording of the Note, this Deed of Trust, the other Loan Documents, any note, deed of trust, deed to secure debt or mortgage supplemental hereto, any security instrument with respect to the Property and any instrument of further assurance, and any modification or amendment of any of the foregoing documents, and all federal, state, county and municipal taxes, duties, imposts, assessments and charges arising out of or in connection with the execution and delivery of this Deed of Trust, any deed of trust, deed to secure debt or mortgage supplemental hereto, any security instrument with respect to the Property or any instrument of further assurance, and any modification or amendment of any of the foregoing documents, except where prohibited by law so to do.

Section 5.02 Further Acts, Etc.

- Trustor will, at the cost of Trustor, and without expense to Beneficiary, do, (a) execute, acknowledge and deliver all and every such further acts, deeds, conveyances, deeds of trust, deeds to secure debt, mortgages, assignments, notices of assignments, transfers and assurances as Beneficiary shall, from time to time, reasonably require, for the better assuring, conveying, assigning, transferring, and confirming unto Beneficiary the Property and rights hereby mortgaged, deeded, granted, bargained, sold, conveyed, confirmed, pledged, assigned, warranted and transferred or intended now or hereafter so to be, or which Trustor may be or may hereafter become bound to convey or assign to Beneficiary, or for carrying out the intention or facilitating the performance of the terms of this Deed of Trust or for filing, registering or recording this Deed of Trust, or for complying with all Legal Requirements. Trustor, on demand, will execute and deliver, and in the event it shall fail to so execute and deliver, hereby authorizes Beneficiary to execute in the name of Trustor or without the signature of Trustor to the extent Beneficiary may lawfully do so, one or more financing statements to evidence more effectively the security interest of Beneficiary in the Property and the Collateral. Financing statements to be filed with the Secretary of State of the State in which the Trustor is organized may describe as the collateral covered thereby "all assets of the debtor, whether now owned or hereafter acquired" or words to that effect, notwithstanding that such collateral description may be broader in scope than the collateral described herein. Beneficiary shall provide Trustor with copies of any notices and/or instruments of filings executed by Beneficiary in accordance with the immediately preceding sentence.
- (b) Trustor grants to Beneficiary an irrevocable power of attorney coupled with an interest for the purpose of exercising and perfecting any and all rights and remedies

available to Beneficiary at law and in equity, including, without limitation, such rights and remedies available to Beneficiary pursuant to Section 5.02(a). Notwithstanding anything to the contrary in the immediately preceding sentence, Beneficiary shall not execute any documents as attorney in fact for Trustor unless (i) Trustor shall have failed or refused to execute the same within five (5) Business Days after delivery of Beneficiary's request to Trustor or (ii) an Event of Default is continuing. Without limiting the generality of the irrevocable power of attorney granted in the first sentence of this Section 5.02(b), Trustor designates Beneficiary as Trustor's agent and grants to Beneficiary an irrevocable power of attorney coupled with an interest for the purpose of paying any HOA Fees, including without limitation, assessments, fees, dues, penalties, fines, charges, and other impositions, to the applicable homeowners' association, condominium owners' association, community interest association, or other Person. Notwithstanding anything to the contrary in the immediately preceding sentence, Beneficiary shall not act as agent or attorney in fact for Trustor for the purpose of paying any HOA Fees unless (i) Beneficiary is then permitted by this Deed of Trust, or Beneficiary is then permitted by the Loan Agreement or any other Loan Documents to pay such HOA Fees, or (ii) an Event of Default is continuing.

Section 5.03 Changes in Tax, Debt, Credit and Documentary Stamp Laws.

- (a) If any law is enacted or adopted or amended after the date of this Deed of Trust which deducts the Debt from the value of the Property for the purpose of taxation or which imposes a tax, either directly or indirectly, on the Debt or Beneficiary's interest in the Property, Trustor will pay the tax, with interest and penalties thereon, if any (it being understood that nothing hereunder shall require Trustor to pay any income or franchise tax imposed on Beneficiary by reason of Beneficiary's interest in the Property). If Beneficiary is advised by counsel chosen by it that the payment of tax by Trustor would be unlawful or taxable to Beneficiary or unenforceable or provide the basis for a defense of usury, then Beneficiary shall have the option, by written notice to Trustor, to declare the Debt due and payable no earlier than one hundred twenty (120) days following such notice.
- (b) Trustor will not claim or demand or be entitled to any credit or credits on account of the Debt for any part of the Taxes or HOA Fees assessed against the Property, or any part thereof, and no deduction shall otherwise be made or claimed from the assessed value of the Property, or any part thereof, for Property Tax purposes by reason of this Deed of Trust or the Debt, if such claim, credit or deduction directly and proximately results in the imposition of a new or increased material Tax on Beneficiary by reason of Beneficiary's interest in the Debt, unless Trustor agrees to pay such Tax or otherwise reimburse Beneficiary. If such claim, credit or deduction shall be required by law and (i) Trustor chooses not to pay or otherwise reimburse Beneficiary for any such Tax imposed on Beneficiary or (ii) Beneficiary is advised by counsel chosen by it that the payment by Trustor of any such Tax imposed on Beneficiary would be unlawful or taxable to Beneficiary or unenforceable or provide the basis for a defense of usury,, Beneficiary shall have the option, by written notice to Trustor, to declare the Debt due and payable no earlier than one hundred twenty (120) days following such notice.
- (c) If at any time the United States of America, any State thereof or any subdivision of any such State shall require revenue or other stamps to be affixed to the Note, this

Deed of Trust, or any of the other Loan Documents or shall impose any other tax or charge on the same, Trustor will pay for the same, with interest and penalties thereon, if any.

ARTICLE VI.

DUE ON SALE/ENCUMBRANCE

Section 6.01 <u>Beneficiary Reliance</u>. Trustor acknowledges that Beneficiary has examined and relied on the experience of Trustor and its general partners, members, principals and (if Trustor is a trust) beneficial owners in owning and operating properties such as the Property in agreeing to make the Loan, and will continue to rely on Trustor's ownership of the Property as a means of maintaining the value of the Property as security for the payment and performance of the Obligations, including the repayment of the Debt. Trustor acknowledges that Beneficiary has a valid interest in maintaining the value of the Property so as to ensure that, should Trustor default in the payment and/or performance of the Obligations, including the repayment of the Debt, Beneficiary can recover the Debt by a sale of the Property.

Section 6.02 No Transfer. Trustor shall not permit or suffer any Transfer to occur except in accordance with the terms of the Loan Agreement.

ARTICLE VII.

RIGHTS AND REMEDIES UPON DEFAULT

Section 7.01 Remedies. Upon the occurrence and during the continuance of any Event of Default, Trustor agrees that Beneficiary may take such action, without notice or demand, as it deems advisable to protect and enforce its rights against Trustor and in and to the Property, including, but not limited to, the following actions, each of which may be pursued concurrently or otherwise, at such time and in such order as Beneficiary may determine, in its sole discretion, without impairing or otherwise affecting the other rights and remedies of Beneficiary:

- (a) declare the entire unpaid Debt to be immediately due and payable;
- (b) give such notice of default and of election to cause the Property to be sold as may be required by law or as may be necessary to cause Trustee to exercise the power of sale granted herein; Trustee shall then record and give such notice of Trustee's sale as then required by law and, after the expiration of such time as may be required by law, may sell the Property at the time and place specified in the notice of sale, as a whole or in separate parcels as directed by Beneficiary, or by Trustor to the extent required by law, at public auction to the highest bidder for cash in lawful money of the United States of America, payable at time of sale, all in accordance with applicable law. Trustee, from time to time, may postpone or continue the sale of all or any portion of the Property by public declaration at the time and place last appointed for the sale and no other notice of the postponed sale shall be required unless provided by applicable law. Upon any sale, Trustee shall deliver its deed conveying the property sold, without any covenant or warranty, expressed or implied, to the purchaser or purchasers at the sale. The recitals in such deed of any matters or facts shall be conclusive as to the accuracy thereof;

- (c) institute proceedings, judicial or otherwise, for the complete or partial foreclosure of this Deed of Trust under any applicable provision of law, in which case the Property or any interest therein may be sold for cash or upon credit in one or more parcels or in several interests or portions and in any order or manner, Beneficiary being hereby expressly granted the power to foreclose this Deed of Trust and sell the Property at public auction and convey the same to the purchaser in fee simple;
- (d) with or without entry, to the extent permitted and pursuant to the procedures provided by applicable law, institute proceedings for the partial foreclosure of this Deed of Trust for the portion of the Debt then due and payable, subject to the continuing lien and security interest of this Deed of Trust for the balance of the Obligations not then due, unimpaired and without loss of priority;
- (e) at Beneficiary's option in its sole discretion, elect to foreclose this Deed of Trust judicially as authorized by A.R.S. § 33-807;
- (f) sell for cash or upon credit the Property or any part thereof and all estate, claim, demand, right, title and interest of Trustor therein and rights of redemption thereof, pursuant to power of sale or otherwise, at one or more sales, as an entirety or in parcels, at such time and place, upon such terms and after such notice thereof, all as may be required or permitted by law; and, without limiting the foregoing:
- (i) In connection with any sale or sales hereunder, Beneficiary shall be entitled to elect to treat any of the Property which consists of (x) a right in action, or (y) property that can be severed from the Real Property covered hereby, or (z) any Improvements (without causing structural damage thereto), as if the same were personal property, and dispose of the same in accordance with applicable law, separate and apart from the sale of the Real Property. Where the Property consists of Real Property, Personal Property, Equipment or Fixtures, whether or not such Personal Property or Equipment is located on or within the Real Property, Beneficiary shall be entitled to elect to exercise its rights and remedies against any or all of the Real Property, Personal Property, Equipment and Fixtures in such order and manner as is now or hereafter permitted by applicable law;
- of the Real Property, Personal Property, Equipment and Fixtures in any manner permitted under applicable law; and if Beneficiary so elects pursuant to applicable law, the power of sale herein granted shall be exercisable with respect to all or any of the Real Property, Personal Property, Equipment and Fixtures covered hereby, as designated by Beneficiary and Beneficiary is hereby authorized and empowered to conduct any such sale of any Real Property, Personal Property, Equipment and Fixtures in accordance with the procedures applicable to Real Property;
- (iii) Should Beneficiary elect to sell any portion of the Property which is Real Property or which is Personal Property, Equipment or Fixtures that the Beneficiary has elected under applicable law to sell together with Real Property in accordance with the laws governing a sale of the Real Property, Beneficiary shall give such notice of the occurrence of an Event of Default, if any, and its election to sell such Property, each as may then be required by law. Thereafter, upon the expiration of such time and the giving of such notice of sale as may

then be required by law, subject to the terms hereof and of the other Loan Documents, and without the necessity of any demand on Trustor, Beneficiary at the time and place specified in the notice of sale, shall sell such Real Property or part thereof at public auction to the highest bidder for cash in lawful money of the United States of America. Beneficiary may from time to time postpone any sale hereunder by public announcement thereof at the time and place noticed for any such sale; and

- Beneficiary shall, subject to applicable law, (A) designate the order in which such lots, parcels or items shall be offered for sale or sold, or (B) elect to sell such lots, parcels or items through a single sale, or through two or more successive sales, or in any other manner Beneficiary designates. Any Person, including Trustor or Beneficiary, may purchase at any sale hereunder. Should Beneficiary desire that more than one sale or other disposition of the Property be conducted, Beneficiary shall, subject to applicable law, cause such sales or dispositions to be conducted simultaneously, or successively, on the same day, or at such different days or times and in such order as Beneficiary may designate, and no such sale shall terminate or otherwise affect the Lien of this Deed of Trust on any part of the Property not sold until all the Obligations have been satisfied in full. In the event Beneficiary elects to dispose of the Property through more than one sale, except as otherwise provided by applicable law, Trustor agrees to pay the costs and expenses of each such sale and of any judicial proceedings wherein such sale may be made;
- (g) institute an action, suit or proceeding in equity for the specific performance of any covenant, condition or agreement contained herein, in the Note, in the Loan Agreement or in the other Loan Documents;
- (h) recover judgment on the Note either before, during or after any proceedings for the enforcement of this Deed of Trust or the other Loan Documents;
- (i) apply for the appointment of a receiver, trustee, liquidator or conservator of the Property, without notice and without regard for the adequacy of the security for the Debt and without regard for the solvency of Trustor, any guarantor or indemnitor with respect to the Loan or any Person otherwise liable for the payment of the Debt or any part thereof, and Trustor hereby irrevocably consents to such appointment;
- (j) the license granted to Trustor under Section 1.02 hereof shall automatically be revoked and Beneficiary may enter into or upon the Property, either personally or by its agents, nominees or attorneys and dispossess Trustor and its agents and servants therefrom, without liability for trespass, damages or otherwise and exclude Trustor and its agents or servants wholly therefrom, and take possession of all books, records and accounts relating thereto and Trustor agrees to surrender possession of the Property and of such books, records and accounts to Beneficiary upon demand, and thereupon Beneficiary may do such acts and things as Beneficiary deems necessary or desirable to protect the security hereof, including without limitation, (i) use, operate, manage, control, insure, maintain, repair, restore and otherwise deal with all and every part of the Property and conduct the business thereat on such terms and for such period of time as Beneficiary may deem proper; (ii) complete any construction on the Property in such manner and form as Beneficiary deems advisable; (iii) make alterations,

additions, renewals, replacements and improvements to or on the Property; (iv) exercise all rights and powers of Trustor with respect to the Property, whether in the name of Trustor or otherwise, including, without limitation, the right to make, cancel, enforce or modify Leases, obtain and evict tenants and demand, sue for or otherwise collect and receive all Rents and all sums due under all Lease Guaranties, including, without limitation, those past due and unpaid (with all such Rents and all sums due under any Lease Guaranties to be deposited into the Rent Deposit Account to the extent and as required by the terms of the Loan Agreement. Rent Deposit Agreement and the Deposit Account Control Agreement); (v) require Trustor to pay monthly in advance to Beneficiary, or any receiver appointed to collect the Rents, the fair and reasonable rental value for the use and occupation of such part of the Property as may be occupied by Trustor; (vi) require Trustor to vacate and surrender possession of the Property to Beneficiary or to such receiver and, in default thereof, Trustor may be evicted by summary proceedings or otherwise; and (vii) apply the receipts from the Property to the payment and performance of the Obligations (including, without limitation, the payment of the Debt), in such order, priority and proportions as Beneficiary shall deem appropriate in its sole discretion after deducting therefrom all expenses (including reasonable attorneys' fees and costs) incurred in connection with the aforesaid operations and all amounts necessary to pay the Taxes, HOA Fees, Insurance Premiums and other expenses in connection with the Property, as well as just and reasonable compensation for the services of Beneficiary, its counsel, agents and employees;

- (k) exercise any and all rights and remedies granted to a secured party upon default under the Uniform Commercial Code, including, without limiting the generality of the foregoing: (i) the right to take possession of the Fixtures, the Equipment and/or the Personal Property, or any part thereof, and to take such other measures as Beneficiary may deem necessary for the care, protection and preservation of the Fixtures, the Equipment and the Personal Property, and (ii) request Trustor, at its sole cost and expense, to assemble the Fixtures, the Equipment and/or the Personal Property and make it available to Beneficiary at a convenient place acceptable to Beneficiary. Any notice of sale, disposition or other intended action by Beneficiary with respect to the Fixtures, the Equipment and/or the Personal Property sent to Trustor in accordance with the provisions hereof at least ten (10) days prior to such action, shall constitute commercially reasonable notice to Trustor;
- (l) apply any sums then deposited or held in escrow or otherwise by or on behalf of Beneficiary in accordance with the terms of the Loan Agreement, this Deed of Trust or any other Loan Document to the payment of the following items in any order in its sole discretion:
 - (i) Taxes and HOA Fees;
 - (ii) Insurance Premiums;
 - (iii) Interest on the unpaid principal balance of the Note;
 - (iv) Amortization of the unpaid principal balance of the Note; and/or
- (v) All other sums payable pursuant to the Note, the Loan Agreement, this Deed of Trust and the other Loan Documents, including, without limitation, the Yield

Maintenance Premium and the Release Amount, if applicable, and advances made by Beneficiary pursuant to the terms of this Deed of Trust;

- (m) pursue such other remedies as may be available to Beneficiary at law or in equity; and/or
- (n) apply the undisbursed balance of any Net Proceeds Deficiency deposit, together with interest thereon, to the payment of the Debt in such order, priority and proportions as Beneficiary shall deem to be appropriate in its sole discretion.

In the event of a sale, by foreclosure, power of sale or otherwise, of less than all of the Property, this Deed of Trust shall continue as a Lien and security interest on the remaining portion of the Property unimpaired and without loss of priority.

The exercise by Beneficiary of the option granted it in <u>Section 7.01(i)</u> of this Deed of Trust and the collection of the Rents and the sums due under the Lease Guaranties and the application thereof as provided in the Loan Documents shall not be considered a waiver of any Default or Event of Default under the Note, the Loan Agreement, this Deed of Trust or the other Loan Documents.

Section 7.02 <u>Application of Proceeds</u>. The purchase money proceeds and avails of any disposition of the Property or any part thereof, or any other sums collected by Beneficiary pursuant to the Note, this Deed of Trust or the other Loan Documents, may be applied by Beneficiary to the payment of the Obligations in such priority and proportions as Beneficiary in its discretion shall deem proper, to the extent consistent with law.

Section 7.03 Right to Cure Defaults. During the continuance of any Event of Default, Beneficiary may, but without any obligation to do so and without notice to or demand on Trustor and without releasing Trustor from any obligation hereunder, perform the obligations in Default in such manner and to such extent as Beneficiary may deem necessary to protect the security hereof. Beneficiary is authorized to enter upon the Property for such purposes or appear in, defend or bring any action or proceeding to protect its interest in the Property or to foreclose this Deed of Trust or collect the Debt, and the cost and expense thereof (including reasonable attorneys' fees and disbursements to the extent permitted by law), with interest thereon at the Default Rate for the period after notice from Beneficiary that such cost or expense was incurred to the date of payment to Beneficiary, shall constitute a portion of the Debt, shall be secured by this Deed of Trust and the other Loan Documents and shall be due and payable to Beneficiary upon demand.

Section 7.04 Other Rights, Etc.

hereof shall not be deemed to be a waiver of any term of this Deed of Trust. Trustor shall not be relieved of Trustor's obligations hereunder by reason of (i) the failure of Beneficiary to comply with any request of Trustor or any guarantor or indemnitor with respect to the Loan to take any action to foreclose this Deed of Trust or otherwise enforce any of the provisions hereof or of the Note or the other Loan Documents, (ii) the release, regardless of consideration, of the whole or any part of the Property, or of any Person liable for the Obligations or any portion thereof, or (iii)

any agreement or stipulation by Beneficiary extending the time of payment or otherwise modifying or supplementing the terms of the Note, this Deed of Trust or the other Loan Documents.

- (b) It is agreed that the risk of loss or damage to the Property is on Trustor, and Beneficiary shall have no liability whatsoever for any decline in value of the Property, for failure to maintain the Policies, or for failure to determine whether insurance in force is adequate as to the amount of risks insured. Possession by Beneficiary shall not be deemed an election of judicial relief, if any such possession is requested or obtained, with respect to any Property or collateral not in Beneficiary's possession.
- (c) Beneficiary may resort for the payment and performance of the Obligations (including, but not limited to, the payment of the Debt) to any other security held by Beneficiary in such order and manner as Beneficiary, in its discretion, may elect. Beneficiary may take action to recover the Debt, or any portion thereof, or to enforce the Other Obligations or any covenant hereof, without prejudice to the right of Beneficiary thereafter to enforce any remedy hereunder or under applicable law against Trustor, including the right to foreclose this Deed of Trust. The rights of Beneficiary under this Deed of Trust shall be separate, distinct and cumulative and none shall be given effect to the exclusion of the others. No act of Beneficiary shall be construed as an election to proceed under any one provision herein to the exclusion of any other provision. Beneficiary shall not be limited exclusively to the rights and remedies herein stated but shall be entitled to every right and remedy now or hereafter afforded at law or in equity.
- Section 7.05 <u>Right to Release Any Portion of the Property</u>. Beneficiary may release any portion of the Property for such consideration as Beneficiary may require without, as to the remainder of the Property, in any way impairing or affecting the Lien or priority of this Deed of Trust, or improving the position of any subordinate lienholder with respect thereto, except to the extent that the Debt shall have been reduced by the actual monetary consideration, if any, received by Beneficiary for such release, and Beneficiary may accept by assignment, pledge or otherwise any other property in place thereof as Beneficiary may require without being accountable for so doing to any other lienholder. This Deed of Trust shall continue as a Lien and security interest in the remaining portion of the Property.
- Section 7.06 <u>Right of Entry</u>. Subject to the rights of Tenants and upon reasonable prior notice to Trustor, Beneficiary and its agents shall have the right to enter and inspect the Property at all reasonable times.

ARTICLE VIII.

INDEMNIFICATION

Section 8.01 Mortgage and/or Intangible Tax. Trustor shall, at its sole cost and expense, protect, defend, indemnify, release and hold harmless Beneficiary and any Person claiming by or through Beneficiary (collectively with Beneficiary, the "Indemnified Parties" and each, an "Indemnified Party") for, from and against any and all losses, damages, costs, fees, expenses claims, suits, judgments, awards, liabilities, obligations, debts, fines, penalties or

charges imposed upon or incurred by or asserted against any Indemnified Party and directly or indirectly arising out of or in any way relating to any mortgage, recording, stamp, intangible or other similar taxes required to be paid by any Indemnified Party under applicable Legal Requirements in connection with the execution, delivery, recordation, filing, registration, perfection or enforcement of this Deed of Trust or any of the Loan Documents (but excluding any income, franchise or other similar taxes).

Section 8.02 No Liability to Beneficiary. This Deed of Trust shall not be construed to bind Beneficiary to the performance of any of the covenants, conditions or provisions contained in any Lease or Lease Guaranty or otherwise impose any obligation upon Beneficiary with respect to the Leases. Beneficiary shall not be liable for any loss sustained by Trustor resulting from Beneficiary's failure to let the Property after an Event of Default or from any other act or omission of Beneficiary in managing the Property after an Event of Default unless such loss is caused by the willful misconduct, bad faith or gross negligence of Beneficiary. Beneficiary shall not be obligated to perform or discharge any obligation, duty or liability under the Leases or any Lease Guaranties or under or by reason of this Deed of Trust and Trustor shall indemnify Beneficiary for, and hold Beneficiary harmless from and against, (a) any and all liability, loss or damage which may or might be incurred under the Leases, any Lease Guaranties or under or by reason of this Deed of Trust, and (b) any and all claims and demands whatsoever, including the defense of any such claims or demands which may be asserted against Beneficiary by reason of any alleged obligations and undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in the Leases or any Lease Guaranties, unless caused by the willful misconduct or bad faith of Beneficiary. Should Beneficiary incur any such liability, the amount thereof, including costs, expenses and reasonable attorneys' fees and costs, shall be secured by this Deed of Trust and by the other Loan Documents and Trustor shall reimburse Beneficiary therefor within seven (7) Business Days after demand therefor, and upon the failure of Trustor so to do Beneficiary may, at its option, declare the Obligations to be immediately due and payable. This Deed of Trust shall not operate to place any obligation or liability for the control, care, management or repair of the Property upon Beneficiary, nor for the carrying out of any of the terms and conditions of the Leases or any Lease Guaranties; nor shall it operate to make Beneficiary responsible or liable for any waste committed on the Property by the tenants or any other parties, or for any dangerous or defective condition of the Property, including, without limitation, the presence of any Hazardous Substances (as defined in the Environmental Indemnity), or for any negligence in the management, upkeep, repair or control of the Property resulting in loss or injury or death to any tenant, licensee, employee or stranger.

Section 8.03 <u>Duty to Defend; Attorneys' Fees and Other Fees and Expenses.</u> In connection with any indemnification obligations of Trustor hereunder, upon written request by any Indemnified Party, Trustor shall defend such Indemnified Party (if requested by any Indemnified Party, in the name of the Indemnified Party) by attorneys and other professionals reasonably approved by the Indemnified Parties. Notwithstanding the foregoing, if the defendants in any such claim or proceeding include both Trustor and any Indemnified Party and Trustor and such Indemnified Party shall have reasonably concluded that there are any legal defenses available to it and/or other Indemnified Parties that are different from or in addition to those available to Trustor, such Indemnified Party shall have the right to select separate counsel to assert such legal defenses and to otherwise participate in the defense of such action on behalf of such Indemnified Party. Upon demand, Trustor shall pay or, in the sole and absolute

discretion of any Indemnified Party, reimburse, such Indemnified Party for the payment of the reasonable fees and disbursements of attorneys, engineers, environmental consultants, laboratories and other professionals in connection therewith. Notwithstanding the foregoing, in the event an Indemnified Party elects to select separate counsel pursuant to this <u>Section 8.03</u>, Trustor shall not be liable for the expenses of more than one separate primary counsel and one local counsel.

ARTICLE IX.

WAIVERS

Section 9.01 <u>Waiver of Counterclaim</u>. To the extent permitted by applicable law, Trustor hereby waives the right to assert a counterclaim, other than a mandatory or compulsory counterclaim, in any action or proceeding brought against it by Beneficiary arising out of or in any way connected with this Deed of Trust, the Loan Agreement, the Note, any of the other Loan Documents or the Obligations.

Section 9.02 <u>Marshalling and Other Matters</u>. To the extent permitted by applicable law, Trustor hereby waives the benefit of all appraisement, valuation, stay, extension, reinstatement and redemption laws now or hereafter in force and all rights of marshalling in the event of any sale hereunder of the Property or any part thereof or any interest therein. Further, to the extent permitted by applicable law, Trustor hereby expressly waives any and all rights of redemption from sale under any order or decree of foreclosure of this Deed of Trust on behalf of Trustor, and on behalf of each and every Person acquiring any interest in or title to the Property subsequent to the date of this Deed of Trust.

Section 9.03 <u>Waiver of Notice</u>. To the extent permitted by applicable law, Trustor shall not be entitled to any notices of any nature whatsoever from Beneficiary, except with respect to matters for which this Deed of Trust or any of the other the Loan Documents specifically and expressly provide for the giving of notice by Beneficiary to Trustor, and except with respect to matters for which Beneficiary is required by applicable law to give notice, and Trustor hereby expressly waives the right to receive any notice from Beneficiary with respect to any matter for which this Deed of Trust or any of the other Loan Documents does not specifically and expressly provide for the giving of notice by Beneficiary to Trustor.

Section 9.04 <u>Waiver of Statute of Limitations</u>. To the extent permitted by applicable law, Trustor hereby expressly waives and releases its right to plead any statute of limitations as a defense to the payment and performance of the Obligations (including, without limitation, the payment of the Debt).

Section 9.05 <u>Waiver of Jury Trial</u>. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, TRUSTOR AND BENEFICIARY HEREBY AGREE NOT TO ELECT A TRIAL BY JURY OF ANY ISSUE TRIABLE OF RIGHT BY JURY, AND FOREVER WAIVES ANY RIGHT TO TRIAL BY JURY FULLY TO THE EXTENT THAT ANY SUCH RIGHT SHALL NOW OR HEREAFTER EXIST, WITH REGARD TO THE NOTE, THIS DEED OF TRUST OR THE OTHER LOAN DOCUMENTS, OR ANY CLAIM, COUNTERCLAIM OR OTHER ACTION ARISING IN CONNECTION

THEREWITH. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS GIVEN KNOWINGLY AND VOLUNTARILY BY TRUSTOR AND BENEFICIARY AND IS INTENDED TO ENCOMPASS INDIVIDUALLY EACH INSTANCE AND EACH ISSUE AS TO WHICH THE RIGHT TO A TRIAL BY JURY WOULD OTHERWISE ACCRUE. BENEFICIARY AND TRUSTOR ARE HEREBY EACH INDIVIDUALLY AUTHORIZED TO FILE A COPY OF THIS PARAGRAPH IN ANY PROCEEDING AS CONCLUSIVE EVIDENCE OF THIS WAIVER.

Section 9.06 Survival. Except as otherwise set forth in the other Loan Documents. including without limitation, the Environmental Indemnity, the indemnifications made pursuant to Article VIII herein and the representations and warranties, covenants, and other obligations arising under the Environmental Indemnity, shall continue indefinitely in full force and effect and shall survive and shall in no way be impaired by (a) any satisfaction, release or other termination of this Deed of Trust or any other Loan Document, (b) any assignment or other transfer of all or any portion of this Deed of Trust or any other Loan Document or Beneficiary's interest in the Property (but, in such case, such indemnifications shall benefit both the Indemnified Parties and any such assignee or transferee), (c) any exercise of Beneficiary's rights and remedies pursuant hereto, including, but not limited to, foreclosure or acceptance of a deed in lieu of foreclosure, any exercise of any rights and remedies pursuant to the Loan Agreement, the Note or any of the other Loan Documents, any transfer of all or any portion of the Property (whether by Trustor or by Beneficiary following foreclosure or acceptance of a deed in lieu of foreclosure or at any other time), (d) any amendment to this Deed of Trust, the Loan Agreement, the Note or any other Loan Document, and/or (e) any act or omission that might otherwise be construed as a release or discharge of Trustor from the Obligations or any portion thereof. Notwithstanding the foregoing or anything to the contrary set forth herein, (i) in no event shall Trustor be obligated to defend or indemnify any Indemnified Party for any damages, losses, claims and liabilities directly resulting from the gross negligence, bad faith or willful misconduct of such Indemnified Party, and (ii) in the event of any foreclosure (whether judicially or nonjudicially by private sale or trustee's sale) of this Deed of Trust (any such foreclosure, or foreclosure sale, a "Mortgage Foreclosure Divestment"), with the result that neither Trustor nor any Trustor Affiliate, nor any other Relevant Party shall hold any direct or indirect interest in, or the power to direct the management of, the Property thereby foreclosed (such Property, a "Divested Property"), then, in such case, Trustor's indemnification obligation set forth in Article VIII shall not apply to any liabilities and obligations arising solely from any circumstance, condition, action or event with respect to such Divested Property: (A) first occurring after the Mortgage Foreclosure Divestment, and (B) not caused by Trustor, any Trustor Affiliate, or any Relevant Party; provided that Trustor shall remain liable hereunder for any liabilities and obligations arising from any circumstance, condition, action or event occurring with respect to such Divested Property prior to the Mortgage Foreclosure Divestment, even to the extent the applicable liability, loss, cost, or expense does not occur, or the occurrence of the applicable circumstance, condition, action or event is not discovered, until after the Mortgage Foreclosure Divestment.

ARTICLE X.

INTENTIONALLY OMITTED

ARTICLE XI.

NOTICES

All notices or other written communications hereunder shall be delivered in accordance with Section 9.5 of the Loan Agreement.

ARTICLE XII.

APPLICABLE LAW

Section 12.01 Governing Law; Jurisdiction; Service of Process. WITH RESPECT TO MATTERS RELATING TO THE CREATION, PERFECTION AND PROCEDURES RELATING TO THE ENFORCEMENT OF THIS DEED OF TRUST, THIS DEED OF TRUST SHALL BE GOVERNED BY, AND BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE IN WHICH THE PROPERTY IS LOCATED, IT BEING UNDERSTOOD THAT, EXCEPT AS EXPRESSLY SET FORTH ABOVE IN THIS PARAGRAPH AND TO THE FULLEST EXTENT PERMITTED BY THE LAW OF SUCH STATE, THE LAW OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND PERFORMED IN SUCH STATE (PURSUANT TO SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW) SHALL GOVERN ALL MATTERS RELATING TO THIS DEED OF TRUST AND THE OTHER LOAN DOCUMENTS AND ALL OF THE INDEBTEDNESS OR OBLIGATIONS ARISING HEREUNDER OR THEREUNDER. ALL PROVISIONS OF THE LOAN AGREEMENT INCORPORATED HEREIN BY REFERENCE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, AS SET FORTH IN THE GOVERNING LAW PROVISION OF THE LOAN AGREEMENT.

Section 12.02 <u>Usury Laws</u>. Notwithstanding anything to the contrary, (a) all agreements and communications between Trustor and Beneficiary are hereby and shall automatically be limited so that, after taking into account all amounts deemed to constitute interest, the interest contracted for, charged or received by Beneficiary shall never exceed the Maximum Legal Rate, (b) in calculating whether any interest exceeds the Maximum Legal Rate, all such interest shall be amortized, prorated, allocated and spread over the full amount and term of all principal Indebtedness of Trustor to Beneficiary, and (c) if through any contingency or event, Beneficiary receives or is deemed to receive interest in excess of the Maximum Legal Rate, any such excess shall be deemed to have been applied toward payment of the principal of any and all then outstanding Indebtedness of Trustor to Beneficiary, or if there is no such Indebtedness, shall immediately be returned to Trustor.

Section 12.03 <u>Provisions Subject to Applicable Law</u>. All rights, powers and remedies provided in this Deed of Trust may be exercised only to the extent that the exercise thereof does not violate any applicable provisions of law and are intended to be limited to the extent necessary so that they will not render this Deed of Trust invalid, unenforceable or not entitled to be recorded, registered or filed under the provisions of any applicable law. If any term of this Deed

of Trust or any application thereof shall be invalid or unenforceable, the remainder of this Deed of Trust and any other application of the term shall not be affected thereby.

ARTICLE XIII.

DEFINITIONS

Unless the context clearly indicates a contrary intent or unless otherwise specifically provided herein, words used in this Deed of Trust may be used interchangeably in the singular or plural form and the word "Trustor" shall mean "each Trustor and any subsequent owner or owners of the Property or any part thereof or any interest therein," the word "Beneficiary" shall mean "Beneficiary and any subsequent holder of the Note," the word "Note" shall mean "the Note and any other evidence of Indebtedness secured by this Deed of Trust," the word "Property" shall include any portion of the Property and any interest therein, and the phrases "attorneys' fees", "legal fees" and "counsel fees" shall include any and all reasonable attorneys', paralegal and law clerk fees and disbursements, including, but not limited to, fees and disbursements at the pre-trial, trial and appellate levels, incurred or paid by Beneficiary in protecting its interest in the Property, the Leases, the Rents, the sums due under the Lease Guaranties, and/or in enforcing its rights hereunder. Whenever the context may require, any pronouns used herein shall include the corresponding masculine, feminine or neuter forms.

ARTICLE XIV.

MISCELLANEOUS PROVISIONS

Section 14.01 <u>No Oral Change</u>. This Deed of Trust, and any provisions hereof, may not be modified, amended, waived, extended, changed, discharged or terminated orally or by any act or failure to act on the part of Trustor or Beneficiary, but only by an agreement in writing signed by the party(ies) against whom enforcement of any modification, amendment, waiver, extension, change, discharge or termination is sought.

Section 14.02 <u>Successors and Assigns</u>. This Deed of Trust shall be binding upon, and shall inure to the benefit of, Trustor and Beneficiary and their respective successors and permitted assigns, as set forth in the Loan Agreement.

Section 14.03 <u>Inapplicable Provisions</u>. If any provision of this Deed of Trust is held to be illegal, invalid or unenforceable under present or future laws effective during the term of this Deed of Trust, such provision shall be fully severable and this Deed of Trust shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Deed of Trust, and the remaining provisions of this Deed of Trust shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Deed of Trust, unless such continued effectiveness of this Deed of Trust, as modified, would be contrary to the basic understandings and intentions of the parties as expressed herein.

Section 14.04 <u>Headings</u>, <u>Etc</u>. The headings and captions of the various Sections of this Deed of Trust are for convenience of reference only and are not to be construed as defining or limiting, in any way, the scope or intent of the provisions hereof.

Section 14.05 <u>Subrogation</u>. If any or all of the proceeds of the Note have been used to extinguish, extend or renew any Indebtedness heretofore existing against the Property, then, to the extent of the funds so used, Beneficiary shall be subrogated to all of the rights, claims, liens, titles and interests existing against the Property heretofore held by, or in favor of, the holder of such Indebtedness and such former rights, claims, liens, titles and interests, if any, are not waived, but rather are continued in full force and effect in favor of Beneficiary and are merged with the Lien and security interest created herein as cumulative security for the payment, performance and discharge of the Obligations (including, but not limited to, the payment of the Debt).

Section 14.06 Entire Agreement. The Note, the Loan Agreement, this Deed of Trust and the other Loan Documents constitute the entire understanding and agreement between Trustor and Beneficiary with respect to the transactions arising in connection with the Obligations and supersede all prior written or oral understandings and agreements between Trustor and Beneficiary with respect thereto. Trustor hereby acknowledges that, except as incorporated in writing in the Note, the Loan Agreement, this Deed of Trust and the other Loan Documents, there are not, and were not, and no Persons are or were authorized by Beneficiary to make, any representations, understandings, stipulations, agreements or promises, oral or written, with respect to the transaction which is the subject of the Note, the Loan Agreement, this Deed of Trust and the other Loan Documents.

Section 14.07 <u>Limitation on Beneficiary's Responsibility</u>. No provision of this Deed of Trust shall operate to place any obligation or liability for the control, care, management or repair of the Property upon Beneficiary, nor shall it operate to make Beneficiary responsible or liable for any waste committed on the Property by the Tenants or any other Person, or for any dangerous or defective condition of the Property, or for any negligence in the management, upkeep, repair or control of the Property resulting in loss or injury or death to any Tenant, licensee, employee or stranger. Nothing herein contained shall be construed as constituting Beneficiary a "mortgagee in possession."

Section 14.08 <u>Recitals</u>. The recitals hereof are a part hereof, form a basis for this Deed of Trust and shall be considered prima facie evidence of the facts and documents referred to therein.

Section 14.09 <u>Trustee</u>; <u>Successor Trustee</u>. Trustee shall not be liable for any error of judgment or act done by Trustee, or be otherwise responsible or accountable under any circumstances whatsoever, except if the result of Trustee's gross negligence or willful misconduct. Trustee shall not be personally liable in case of entry by it or anyone acting by virtue of the powers herein granted to it upon the Property for debts contracted or liability or damages or damages incurred in the management or operation of the Property. Trustee shall have the right to rely on any instrument, document or signature authorizing or supporting any action taken or proposed to be taken by it hereunder or believed by it to be genuine. Trustee shall be entitled to reimbursement for actual expenses incurred by it in the performance of its

duties hereunder and to reasonable compensation for such of its services hereunder as shall be rendered. Trustor will, from time to time, reimburse Trustee for and save and hold it harmless for, from and against any and all loss, cost, liability, damage and reasonable expense whatsoever incurred by it in the performance of its duties. All monies received by Trustee shall, until used or applied as herein provided, be held in trust for the purposes for which they were received, but need not be segregated in any manner from any other monies (except to the extent required by law) and Trustee shall be under no liability for interest on any monies received by it hereunder. Trustee may resign by giving of notice of such resignation in writing to Beneficiary. If Trustee shall die, resign or become disqualified from acting in the execution of this trust or shall fail or refuse to exercise the same when requested by Beneficiary or if for any or no reason and without cause Beneficiary shall prefer to appoint a substitute trustee to act instead of the original Trustee named herein, or any prior successor or substitute trustee, Beneficiary shall, without any formality or notice to Trustor or any other person, have full power to appoint a substitute trustee and, if Beneficiary so elects, several substitute trustees in succession who shall succeed to all the estate, rights, powers and duties of the aforenamed Trustee. Each appointment and substitution shall be evidenced by an instrument in writing which shall recite the parties to, and the book and page of record or instrument number of, this Deed of Trust, and the description of the real property herein described, which instrument, executed and acknowledged by Beneficiary, shall (i) be conclusive proof of the proper substitution and appointment of such successor Trustee or Trustees, (ii) duly assign and transfer all the estates, properties, rights, powers and trusts of Trustee so ceasing to act and (iii) be notice of such proper substitution and appointment to all parties in interest. In addition, such Trustee ceasing to act shall duly assign, transfer, and deliver any of the property and monies held by Trustee to the successor Trustee so appointed in its place. The Trustee may act in the execution of this trust and may authorize one or more parties to act on its behalf to perform the ministerial functions required of it hereunder, including without limitation, the transmittal and posting of any notices and it shall not be necessary for any Trustee to be present in person at any foreclosure sale.

Section 14.10 <u>Time of Essence</u>. Time is of the essence with respect to this Deed of Trust and each and every provision hereof.

ARTICLE XV.

STATE-SPECIFIC PROVISIONS

Section 15.01 <u>Principles of Construction</u>. Without limiting <u>Section 12.01</u>, to the extent that the laws of the State of Utah govern the interpretation or enforcement of this Deed of Trust, (a) the provisions of this <u>Article XV</u> shall apply, and (b) in the event of any inconsistencies between the terms and provisions of this <u>Article XV</u> and the other terms and provisions of this <u>Deed of Trust</u>, the terms and provisions of this <u>Article XV</u> shall control and be binding.

Section 15.02 Waivers; Agreements.

(a) It is Trustor's intention that the obligations of Trustor to pay and perform each and all of the secured obligations be governed according to the express, bargained-for terms hereof and of the other Loan Documents. The interest rate and terms applicable to the Note and the other Loan Documents have been negotiated and agreed to by Beneficiary upon that basis.

Therefore, to the fullest extent allowable under Utah law, Trustor hereby expressly waives all provisions of Utah law (including, without limitation, those specifically referenced below) which might otherwise be construed, contrary to the terms of the Loan Documents, to limit the liability of Trustor with respect to the Obligations, and hereby expressly agrees that no such provision of law shall be applicable to such secured obligations. To that end, to the fullest extent permitted by law, Trustor expressly waives all rights or defenses arising by reason of any "one action" or "anti-deficiency" law, or any other law which may prevent Beneficiary from bringing any action against Trustor, including a claim for deficiency to the extent Beneficiary is otherwise entitled to a claim for deficiency, before or after Beneficiary's commencement or completion of any foreclosure action, either judicially or by exercise of a power of sale and all provisions of, and further agrees not to assert any and all rights, benefits and defenses which might otherwise be available under, Utah Code Annotated §§57-1-32 and 78B-6-901.

(b) The statutes referred to in Section 15.02(a) shall include any further statutes amending, supplementing or supplanting same. The waivers and agreements contained in this Section and elsewhere in this Deed of Trust are given by Trustor knowingly, intelligently and voluntarily, upon advice of counsel, to induce Beneficiary to accept a lower interest rate on the Note and other Loan Documents on terms more favorable to Trustor than would be acceptable to Beneficiary in the absence thereof, and, accordingly, are intended to be broadly and liberally construed in favor of Beneficiary. Any waivers and agreements contained in this Section and in the Deed of Trust are waived and agreed to only to the extent permitted under federal law or Utah law, as applicable.

Section 15.03 Contracted For Interest Rate. All fees, charges, goods, things in action or any other sums or things of value (collectively, the "Additional Interest") paid by Trustor to Beneficiary, whether pursuant to the Loan Agreement, the Note issued pursuant to the Loan Agreement, or otherwise with respect to the Debt evidenced thereby, which under applicable law may be deemed to be interest with respect to such Debt, shall, for the purposes of any applicable law which may limit the maximum rate of interest to be charged with respect to such Debt, be payable by Trustor as, and shall be deemed to be, Additional Interest, and for such purposes only, the agreed upon and contracted for rate of interest described in the Loan Agreement, each Note issued pursuant to the Loan Agreement, or otherwise shall be deemed to be increased by the Additional Interest.

[NO FURTHER TEXT ON THIS PAGE]

IN WITNESS WHEREOF, THIS DEED OF TRUST has been executed by Trustor as of the day and year first above written.

TRUSTOR:

AMH 2015-2 BORROWER, LLC,

A Delaware limited liability company

By: Carrie Demino

Name: Carrie Leonard Title: Senior Vice President

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES)

On August 31, 2015 before me, Helen Cho, Notary Public, personally appeared Carrie Leonard, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official spall

Signature

HELEN CHO
COMM, #1966217
Notary Public - California
Los Angeles County
My Comm. Expires Feb. 6, 2016

(Seal)

SCHEDULE 1

Property List

(Attached hereto)

	UT12019	I			
٦.	0112013	1653 NORTH 725 W	CLINTON	UT	84015
. 41	UT00155	2072 WEST 1630 N	CLINTON	UT	84015
3	UT00153	1126 NORTH 2570 W	LAYTON	UT	84041
4	UT00154	2244 SOUTH 2885 W	SYRACUSE	UT	84075
5	UT12641	2176 SOUTH 500 E	CLEARFIELD	UT	84015
6	UT12130	316 WEST 1800 S	CLEARFIELD	UT	84015
7	UT12577	360 WEST 1900 S	CLEARFIELD	UT .	84015
8	UT12515	77 EAST 2500 S	CLEARFIELD	UT	84015
9	UT12514	1496 NORTH 2150 W	CLINTON	UT	84015
10	UT12626	1838 NORTH 725 W	CLINTON	UT	84015
11	UT12632	2968 WEST 2025 N	CLINTON	UT	84015
12	UT12487	854 WEST 1300 N	CLINTON	UT	84015
13	UT12453	747 NORTH 600 W	KAYSVILLE	UT	84037
14	UT12461	775 NORTH 600 W	KAYSVILLE	UT	84037
15	UT12553	816 NORTH CRIMSON LANE	KAYSVILLE	UT	84037
16	UT12551	1109 EAST 320 S	LAYTON	UT	84041
17	UT12477	1190 NORTH 2775 W	LAYTON	UT	84041
18	UT12443	182 SOUTH 1125 W	LAYTON	UT	84041
19	UT12535	2475 WEST 1325 N	LAYTON	UT	84041
20	UT12470	308 SOUTH 1050 E	LAYTON	UT	84041
21	UT12164	1096 NORTH 2725 W	LAYTON	UT	84041
22	UT12538	1027 WEST WESTBURY COURT	NORTH SALT LAKE	UT	84054
23	UT12486	334 NORTH ALFORD 1427 COURT	NORTH SALT LAKE	UT	84054
24 1	UT12573	922 WEST FOXBORO DRIVE	NORTH SALT LAKE	ŪΤ	84054
25	UT12404	956 WEST LONGLEAF DRIVE	NORTH SALT LAKE	UT	84054
26 1	UT12557	987 WEST SOMERSBY STREET	NORTH SALT LAKE	UT	84054
27 1	UT12523	1190 SOUTH IVERNESS DRIVE	SYRACUSE	UT	84075
28	UT12420	1205 SOUTH PRINCES CIRCLE	SYRACUSE	UT	84075
29 1	UT12485	1977 EAST FREMONT CREST AVENUE	SYRACUSE	UΤ	84075
30 /	UT12462	2049 SOUTH FREMONT CREST AVENUE	SYRACUSE	UT	84075
31	UT12479	2087 SOUTH FREMONT CREST AVENUE	SYRACUSE	UT	84075
	ÚT12423	2338 WEST 2100 S	SYRACUSE	UT	84075
33 1	UT12463	2710 WEST 2300 S	SYRACUSE	UT	84075
	UT12617	2906 WEST 2075 S	SYRACUSE	UT	84075
	UT12403	4544 WEST JEAN CIRCLE	WEST POINT	UT	84015
	UT12633	92 SOUTH 1600 W	WEST POINT	UT	84015
	UT12561	1393 WEST 2400 S	WOODS CROSS	UT	84087
	UT13262	1538 NORTH 200 W	BOUNTIFUL	UT	84010
	UT13219	184 EAST 2400 S	CLEARFIELD	UT	84015
	UT13145	342 WEST 75 N	CLEARFIELD	UT	84015
	UT12769	468 WEST 325 N	CLEARFIELD	UT	84015
	UT12941	498 WEST 500 N	CLEARFIELD	UT	84015
	UT13227	583 EAST 2050 S	CLEARFIELD	UT	84015
	UT13342	86 NORTH 360 W	CLEARFIELD	UT	84015
	UT13253	1139 NORTH 750 W	CLINTON	UT	84015
	·	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	TOPHALOM	101	04013

47	UT13257	1322 NORTH 2585 W	CLINTON	UT	84015
48	UT13251	1626 NORTH 2475 W	CLINTON	UT	84015
49	UT13250	1647 NORTH 775 W	CLINTON	UT	84015
50	UT13280	1693 WEST 675 N	CLINTON	UΤ	84015
51	UT13140	1859 NORTH 750 W	CLINTON	UT	84015
52	UT13170	1874 NORTH 750 W	CLINTON	UT	84015
53	UT13364	1881 NORTH 660 W	CLINTON	UT	84015
54	UT13138	1958 NORTH 2530 W	CLINTON	UT	84015
	UT13226	1958 NORTH 810 W	CLINTON	UT	84015
56	UT13190	2053 NORTH 750 W	CLINTON	UT	84015
	UT13368	2127 NORTH 2400 W	CLINTON	UT	84015
	UT13161	2144 WEST 2075 N	CLINTON	UT	84015
	UT13329	2152 NORTH 850 W	CLINTON	UT	84015
-	UT13344	2169 WEST 1520 N	CLINTON	UT	84015
	UT13155	2359 WEST 2075 N	CLINTON	UT	84015
	UT12942	2896 WEST 1400 N	CLINTON	UT	84015
	UT12729	714 WEST 1960 N	CLINTON	UT	84015
	UT12764	814 WEST 1470 N	CLINTON	UT	84015
	UT13181	859 WEST 2005 N	CLINTON	UT	84015
\rightarrow	UT13224	1108 NORTH ALFRED AVENUE	KAYSVILLE	UT	84037
- +	UT13236	1179 DANIEL DRIVE	KAYSVILLE	UT	84037
	UT13230	236 WEST MUTTON HOLLOW ROAD	KAYSVILLE	UT	84037
	UT13136	297 MAJESTIC STREET	KAYSVILLE	UT	84037
	UT13130	1052 EAST 1500 N	LAYTON	UT	84040
	UT13158	1153 N 2525 WEST	LAYTON	UT	84040
				UT	
	UT12921 UT13343	1182 NORTH 2200 W 1203 NORTH 2875 W	LAYTON LAYTON	UT _	84041 84041
					
	UT13380	127 NORTH 975 W	LAYTON	UT	84041
	UT13211	1283 NORTH 2525 W	LAYTON	UT	84041
	UT13129	1381 NORTH 2225 W	LAYTON	UT	84041
\rightarrow	UT13228	1448 NORTH 250 W	LAYTON	UT	84041
	UT13119	1450 NORTH 1100 E	LAYTON	UT	84040
	UT12790	1465 NORTH 2425 W	LAYTON	UT	84041
	UT12935	1844 NORTH BELVEDERE WAY	LAYTON	UT	84041
	UT13189	2386 NORTH 875 W	LAYTON	UT	84041
	UT12951	2790 WEST 1425 N	LAYTON	UT	84041
	UT12965	2881 WEST 1425 N	LAYTON	UT	84041
	UT12917	447 SOUTH 1250 E	LAYTON	UT	84041
	UT13176	536 SOUTH 925 E	LAYTON	UT	84041
+ + +	UT13372	912 WEST 2450 N	LAYTON	UT	84040
- +	UT13282	726 NORTH FOX HOLLOW DRIVE	NORTH SALT LAKE	UT	84054
	UT13256	773 NORTH SKIPTON DRIVE	NORTH SALT LAKE	UT	84054
88	0113230				
	UT13202	950 WEST LONGLEAF DRIVE	NORTH SALT LAKE	UT	84054
89			NORTH SALT LAKE NORTH SALT LAKE	UT UT	84054 84054
89 90	UT13202	950 WEST LONGLEAF DRIVE	 		
89 90 91	UT13202 UT13275	950 WEST LONGLEAF DRIVE 969 WEST FARNHAM DRIVE	NORTH SALT LAKE	UT	84054

		,			
94	UT13215	1058 SOUTH INVERNESS	SYRACUSE	UT	84075
95	ÚT12960	1365 SOUTH 1700 W	SYRACUSE	UT	84075
96	UT13221	1619 WEST 1375 S	SYRACUSE	UT	84075
97	UT12742	1673 WEST 1500 SOUTH	SYRACUSE	UT	84075
98	ÜT13254	1836 WEST 1300 S	SYRACUSE	UT	84075
99	UT13311	2197 WEST 2100 S	SYRACUSE	UT	84075
100	UT13265	2213 SOUTH 3000 W	SYRACUSE	UT	84075
101	UT13333	2649 WEST 2175 S	SYRACUSE	UT	84075
102	UT12746	2661 WEST 2175 S	SYRACUSE	UT	84075
103	UT12745	2852 WEST 2025 S	SYRACUSE	UT	84075
104	UT13384	2882 WEST 2075 S	SYRACUSE	UT	84075
105	UT13205	2936 WEST 2125 S	SYRACUSE	UT	84075
106	UT13180	3013 WEST TRYALL DRIVE	SYRACUSE	UT	84075
107	UT13177	3667 SOUTH 575 W	SYRACUSE	UT	84075
108	UT12728	3759 WEST 850 S	SYRACUSE	UT	84075
109	UT:13209	980 SOUTH INVERNESS DRIVE	SYRACUSE	UT	84075
110	UT13173	1186 NORTH 3050 W	WEST POINT	UT	84015
111	UT12952	1808 WEST 500 N	WEST POINT	UT	84015
112	UT13260	207 NORTH 1660 W	WEST POINT	UT	84015
113	UT13378	322 NORTH 3335 W	WEST POINT	UŢ	84015
114	UT12724	96 NORTH 1660 WEST	WEST POINT	UT	84015
115	UT13154	1637 SOUTH 1470 W	WOODS CROSS	UT	84087
116	UT13130	983 WEST 1200 S	WOODS CROSS	UT	84087
117	UT12208	957 WEST STONEHENGE DRIVE	NORTH SALT LAKE	UT	8,4054
118	UT12201	1017 SOUTH KILLARNEY DRIVE	SYRACUSE	UT	84075
119	UT12340	337 WEST 1800 S	CLEARFIELD	UΤ	84015
120	UT12375	2558 SOUTH 75 E	CLEARFIELD	UT	84015
121	UT12372	856 EAST 2150 S	CLEARFIELD	UT	84015
122	UT12258	1333 NORTH 950 W	CLINTON	UT	84015
~~123	UT12307	1641 NORTH 810 W	CLINTON	UT	84015
124	UT12295	1738 NORTH 2275 W	CLINTON	UT	84015
125	UT12257	857 WEST 1470 N	CLINTON	ÜΤ	84015
126	UT12282	1775 SOUTH 350 E	KAYSVILLE	UT	84037
127	UT12265	628 WEST MUTTON HOLLOW ROAD	KAYSVILLE	UT	84037
128	UT12396	1082 NORTH 2525 W	LAYTON	UΤ	84041
129	ÚT12232	1797 NORTH BELVEDERE	LAYTON	UT	84041
130	UT12391	2792 BRADY WAY	LAYTON	UT	84041
131	UT12353	926 LONGLEAF DRIVE	NORTH SALT LAKE	UT	84054
132	UT12298	1235 SOUTH PRINCE'S CIRCLE	SYRACUSE	UT	84075
133	UT12384	2224 SOUTH 2685 W	SYRACUSE	UT	84075
134	UT12304	2256 SOUTH 2685 W	SYRACUSE	UT	84075
135	UT12323	3385 WEST 2280 S	SYRACUSE	UT	84075
136	UT12302	1232 WEST 2050 S	WOODS CROSS	UT	84087

EXHIBIT A-1 THROUGH A-136

Legal Descriptions

(Attached hereto)

EXHIBIT A-1

STREET ADDRESS:

1653 NORTH 725 W, CLINTON, UT, 84015

COUNTY:

DAVIS.

CLIENT CODE:

UT12019

TAX PARCEL ID/APN:

13-208-0067

LOT 67, EAST MEADOWS ESTATES SUBDIVISION PHASE 3, ACCORDING TO THE OFFICIAL PLAT THEREOF, RECORDED IN THE OFFICE OF THE DAVIS COUNTY RECORDER, STATE OF UTAH.

EXHIBIT A-2

STREET ADDRESS:

2072 WEST 1630 N, CLINTON, UT, 84015

COUNTY:

DAVIS

CLIENT CODE:

UT00155

TAX PARCEL ID/APN:

142400045

LOT 45, PARK DAVID ESTATES NO. 3 SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE DAVIS COUNTY RECORDER'S OFFICE, STATE OF UTAH.

EXHIBIT A-3

STREET ADDRESS:

1126 NORTH 2570 W, LAYTON, UT, 84041

COUNTY:

DAVIS

CLIENT CODE:

UT00153

TAX PARCEL ID/APN:

122870411

ALL OF LOT 411, CHELSIE PARK SUBDIVISION NO. 4, LAYTON CITY, DAVIS COUNTY, UTAH, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXHIBIT A-4

STREET ADDRESS:

2244 SOUTH 2885 W, SYRACUSE, UT, 84075

COUNTY:

DAVIS

CLIENT CODE:

UT00154

TAX PARCEL ID/APN:

124450047

LOT 47, EAGLE ESTATES SUBDIVISION PHASE 3, SYRACUSE CITY, DAVIS COUNTY, UTAH, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXHIBIT A-5

STREET ADDRESS:

2176 SOUTH 500 E, CLEARFIELD, UT, 84015

COUNTY:

DAVIS

CLIENT CODE:

UT12641

TAX PARCEL ID/APN:

12-425-0109

LOT 109, MAJOR MEADOWS, NO. 8, CLEARFIELD CITY, DAVIS COUNTY, UTAH ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXHIBIT A-6

STREET ADDRESS:

316 WEST 1800 S, CLEARFIELD, UT, 84015

COUNTY:

DAVIS

CLIENT CODE:

UT12130

TAX PARCEL ID/APN:

12-224-0520

ALL OF LOT 520, ANTELOPE CROSSING NO. 5 SUBDIVISION, CLEARFIELD CITY, DAVIS COUNTY, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXHIBIT A-7

STREET ADDRESS:

360 WEST 1900 S, CLEARFIELD, UT, 84015

COUNTY:

DAVIS

CLIENT CODE:

UT12577

TAX PARCEL ID/APN:

12-223-0414

ALL OF LOT 414, ANTELOPE CROSSING NO. 4 SUBDIVISION, IN THE CITY OF CLEARFIELD, DAVIS COUNTY, UTAH, AS SHOWN BY THE OFFICIAL PLAT THEREOF.

EXHIBIT A-8

STREET ADDRESS:

77 EAST 2500 S, CLEARFIELD, UT, 84015

COUNTY:

DAVIS

CLIENT CODE:

UT12515

TAX PARCEL ID/APN:

123710304

LOT 304, WEST PARK VILLAGE-PLAT C, ACCORDING TO THE OFFICIAL PLAT THEREOF AS RECORDED IN THE OFFICE OF THE DAVIS COUNTY RECORDER, STATE OF UTAH.

EXHIBIT A-9

STREET ADDRESS:

1496 NORTH 2150 W, CLINTON, UT, 84015

COUNTY:

DAVIS

CLIENT CODE:

UT12514

TAX PARCEL ID/APN:

14-309-0021

ALL OF LOT 21, CHILDS ESTATES SUBDIVISION PHASE 1, CLINTON CITY, DAVIS COUNTY, UTAH, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXHIBIT A-10

STREET ADDRESS:

1838 NORTH 725 W, CLINTON, UT, 84015

COUNTY:

DAVIS

CLIENT CODE:

UT12626

TAX PARCEL ID/APN:

13-162-0006

LOT 6, YALE CREST SUBDIVISION NO. 1, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE OFFICE OF THE DAVIS COUNTY RECORDER.

EXHIBIT A-11

STREET ADDRESS:

2968 WEST 2025 N, CLINTON, UT, 84015

COUNTY:

DAVIS

CLIENT CODE:

UT12632

TAX PARCEL ID/APN:

14-297-0019

LOT 19, MAPLE PARK SUBDIVISION PHASE 1, ACCORDING TO THE OFFICIAL PLAT THEREOF, ON FILE AND RECORDED IN THE OFFICE OF THE DAVIS COUNTY RECORDER, STATE OF UTAH.

EXHIBIT A-12

STREET ADDRESS:

854 WEST 1300 N, CLINTON, UT, 84015

COUNTY:

DAVIS

CLIENT CODE:

UT12487

TAX PARCEL ID/APN:

132140002

ALL OF LOT 2, WALLACE SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE OFFICE OF THE DAVIS COUNTY RECORDER, STATE OF UTAH.

EXHIBIT A-13

STREET ADDRESS:

747 NORTH 600 W, KAYSVILLE, UT, 84037

COUNTY:

DAVIS

CLIENT CODE:

UT12453

TAX PARCEL ID/APN:

11-444-0005

LOT 5, WILD ROSE ESTATES PHASE 1, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE OFFICE OF THE RECORDER OF DAVIS COUNTY, STATE OF UTAH, FILED FOR RECORD AS ENTRY NO. 1476196 IN BOOK 2426 AT PAGE 1413 OF OFFICIAL RECORDS.

EXHIBIT A-14

STREET ADDRESS:

775 NORTH 600 W, KAYSVILLE, UT, 84037

COUNTY:

DAVIS

CLIENT CODE:

UT12461

TAX PARCEL ID/APN:

114440007

LOT 7, WILD ROSE ESTATES PHASE 1, ACCORDING TO THE OFFICIAL PLAT THEREOF OV FILE AND OF RECORD IN THE DAVIS COUNTY RECORDER'S OFFICE.

EXHIBIT A-15

STREET ADDRESS:

816 NORTH CRIMSON LANE, KAYSVILLE, UT, 84037

COUNTY:

DAVIS

CLIENT CODE:

UT12553

TAX PARCEL ID/APN:

114870016

LOT 16, WILD ROSE ESTATES PHASE 2, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND AS RECORDED IN THE OFFICE OF THE DAVIS COUNTY RECORDER, STATE OF UTAH.

EXHIBIT A-16

STREET ADDRESS:

1109 EAST 320 S, LAYTON, UT, 84041

COUNTY:

DAVIS

CLIENT CODE:

UT12551

TAX PARCEL ID/APN:

11-365-0105

LOT 105, FIDDLER'S CREEK SUBDIVISION NO. 1, IN LAYTON CITY, ACCORDING TO THE OFFICIAL PLAT THEREOF, ON FILE AND OF RECORD IN THE OFFICE OF THE DAVIS COUNTY RECORDER, STATE OF UTAH.

EXHIBIT A-17

STREET ADDRESS:

1190 NORTH 2775 W, LAYTON, UT, 84041

COUNTY:

DAVIS

CLIENT CODE:

UT12477

TAX PARCEL ID/APN:

12-186-0105

ALL OF LOT 105, WINDSOR MEADOWS PHASE 7, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE OFFICE OF THE DAVIS COUNTY RECORDER, STATE OF UTAH.

EXHIBIT A-18

STREET ADDRESS:

182 SOUTH 1125 W, LAYTON, UT, 84041

COUNTY:

DAVIS

CLIENT CODE:

UT12443

TAX PARCEL ID/APN:

114610405

ALL OF LOT 405, ANGEL CROSSINGS ESTATES SUBDIVISION PHASE IV, LAYTON CITY, DAVIS COUNTY, UTAH, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXHIBIT A-19

STREET ADDRESS:

2475 WEST 1325 N, LAYTON, UT, 84041

COUNTY:

DAVIS UT12535

CLIENT CODE: TAX PARCEL ID/APN:

12-325-0709

LOT 709, CHELSIE PARK SUBDIVISION NO. 7, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE DAVIS COUNTY RECORDER'S OFFICE.

EXHIBIT A-20

STREET ADDRESS:

308 SOUTH 1050 E, LAYTON, UT, 84041

COUNTY:

DAVIS

CLIENT CODE:

UT12470

TAX PARCEL ID/APN:

113650102

LOT 102, FIDDLER'S CREEK SUBDIVISION NO. 1, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE DAVIS COUNTY RECORDER'S OFFICE, STATE OF UTAH.

EXHIBIT A-21

STREET ADDRESS:

1096 NORTH 2725 W, LAYTON, UT, 84041

COUNTY:

DAVIS

CLIENT CODE:

UT12164

TAX PARCEL ID/APN:

121700063

LOT 63, WINDSOR MEADOWS PHASE 4, A SUBDIVISION OF PART OF SECTION 13, TOWNSHIP 4 NORTH, RANGE 2 WEST, SALT LAKE MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE DAVIS COUNTY RECORDER'S OFFICE.

EXHIBIT A-22

STREET ADDRESS:

1027 WEST WESTBURY COURT, NORTH SALT LAKE, UT, 84054

COUNTY:

DAVIS

CLIENT CODE:

UT12538

TAX PARCEL ID/APN:

01-320-0847

ALL OF LOT 847, FOXBORO PLAT 8, ACCORDING TO THE OFFICIAL PLAT THEREOF, AS RECORDED IN THE DAVIS COUNTY RECORDER'S OFFICE, STATE OF UTAH.

EXHIBIT A-23

STREET ADDRESS:

334 NORTH ALFORD 1427 COURT, NORTH SALT LAKE, UT,

84054

COUNTY:

DAVIS

CLIENT CODE:

UT12486

TAX PARCEL ID/APN:

01-347-1427

ALL OF LOT 1427, FOXBORO PLAT 14, NORTH SALT LAKE CITY, DAVIS COUNTY, UTAH, ACCORDING TO THE OFFICIAL PLAT THEREOF

EXHIBIT A-24

STREET ADDRESS:

922 WEST FOXBORO DRIVE, NORTH SALT LAKE, UT, 84054

COUNTY:

DAVIS

CLIENT CODE:

UT12573

TAX PARCEL ID/APN:

01-294-0106

LOT 106, FOXBORO PLAT 1B, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE OFFICE OF THE DAVIS COUNTY RECORDER, STATE OF UTAH.

EXHIBIT A-25

STREET ADDRESS:

956 WEST LONGLEAF DRIVE, NORTH SALT LAKE, UT, 84054

COUNTY:

DAVIS

CLIENT CODE:

UT12404

TAX PARCEL ID/APN:

01-320-0829

ALL OF LOT 829, FOXBORO PLAT 8, NORTH SALT LAKE CITY, DAVIS COUNTY, UTAH, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXHIBIT A-26

STREET ADDRESS:

987 WEST SOMERSBY STREET, NORTH SALT LAKE, UT, 84054

COUNTY:

DAVIS

CLIENT CODE:

UT12557

TAX PARCEL ID/APN:

01-355-1711

LOT 1711, FOXBORO PLAT 17, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE DAVIS COUNTY RECORDER'S OFFICE.

EXHIBIT A-27

STREET ADDRESS:

1190 SOUTH IVERNESS DRIVE, SYRACUSE, UT, 84075

COUNTY:

DAVIS

CLIENT CODE:

UT12523

TAX PARCEL ID/APN:

12-379-0515

LOT 515, MUIRFIELD SUBDIVISION PHASE 5, IN SYRACUSE CITY, ACCORDING TO THE OFFICIAL PLAT THEREOF, ON FILE AND OF RECORD IN THE OFFICE OF THE DAVIS COUNTY RECORDER, STATE OF UTAH.

EXHIBIT A-28

STREET ADDRESS:

1205 SOUTH PRINCES CIRCLE, SYRACUSE, UT, 84075

COUNTY:

DAVIS

CLIENT CODE:

UT12420

TAX PARCEL ID/APN:

12-363-0408

ALL OF LOT 408, MUIRFIELD SUBDIVISION PHASE 4, SYRACUSE CITY, DAVIS COUNTY, UTAH, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXHIBIT A-29

STREET ADDRESS:

1977 EAST FREMONT CREST AVENUE, SYRACUSE, UT, 84075

COUNTY:

DAVIS

CLIENT CODE:

UT12485

TAX PARCEL ID/APN:

12-486-1117

ALL OF LOT 1117, FREMONT ESTATES NO. 11 SUBDIVISION, SYRACUSE CITY, DAVIS COUNTY, UTAH, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OR RECORD IN THE OFFICE OF THE DAVIS COUNTY RECORDER.

EXHIBIT A-30

STREET ADDRESS:

2049 SOUTH FREMONT CREST AVENUE, SYRACUSE, UT, 84075

COUNTY:

DAVIS

CLIENT CODE:

UT12462

TAX PARCEL ID/APN:

12-442-0614

ALL OF LOT 614, FREMONT ESTATES NO. 6 SUBDIVISION, SYRACUSE CITY, DAVIS COUNTY, UTAH, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXHIBIT A-31

STREET ADDRESS:

2087 SOUTH FREMONT CREST AVENUE, SYRACUSE, UT, 84075

COUNTY:

DAVIS

CLIENT CODE:

UT12479

TAX PARCEL ID/APN:

12-442-0618

ALL OF LOT 618, FREMONT ESTATES NO. 6 SUBDIVISION, SYRACUSE CITY, DAVIS COUNTY, UTAH, ACCORDING TO THE OFFICIAL PLAT THEREOF, ON FILE AND OF RECORD IN THE OFFICE OF THE COUNTY RECORDER.

EXHIBIT A-32

STREET ADDRESS:

2338 WEST 2100 S, SYRACUSE, UT, 84075

COUNTY:

DAVIS

CLIENT CODE:

UT12423

TAX PARCEL ID/APN:

12-415-0060

ALL OF LOT 60, HUNTERS CROSSING SUBDIVISION PHASE 4, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE OFFICE OF THE DAVIS COUNTY RECORDER, STATE OF UTAH.

EXHIBIT A-33

STREET ADDRESS:

2710 WEST 2300 S, SYRACUSE, UT, 84075

COUNTY:

DAVIS

CLIENT CODE:

UT12463

TAX PARCEL ID/APN:

125190010

ALL OF LOT 10, OUTWEST SUBDIVISION PHASE 1, SYRACUSE CITY, DAVIS COUNTY, UTAH, ACCORDING TO THE OFFICIAL PLAT THEREOF, STATE OF UTAH.

EXHIBIT A-34

STREET ADDRESS:

2906 WEST 2075 S, SYRACUSE, UT, 84075

COUNTY:

DAVIS

CLIENT CODE:

UT12617

TAX PARCEL ID/APN:

12-466-0920

LOT 920, FREMONT ESTATES NO. 9 SUBDIVISION, SYRACUSE CITY, DAVIS COUNTY, STATE OF UTAH, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE OFFICE OF THE COUNTY RECORDER.

EXHIBIT A-35

STREET ADDRESS:

4544 WEST JEAN CIRCLE, WEST POINT, UT, 84015

COUNTY:

DAVIS

CLIENT CODE:

UT12403

TAX PARCEL ID/APN:

12-538-0214

LOT 214, PAICE FARMS CLUSTER SUBDIVISION PHASE 2, WEST POINT CITY, DAVIS COUNTY, UTAH.

EXHIBIT A-36

STREET ADDRESS:

92 SOUTH 1600 W, WEST POINT, UT, 84015

COUNTY:

DAVIS UT12633

CLIENT CODE: TAX PARCEL ID/APN:

12-225-0085

LOT 85, OAKCREST ESTATES PLAT D SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF AS RECORDED IN THE OFFICE OF THE DAVIS COUNTY RECORDER, STATE OF UTAH.

EXHIBIT A-37

STREET ADDRESS:

1393 WEST 2400 S, WOODS CROSS, UT, 84087

COUNTY:

DAVIS

CLIENT CODE:

UT12561

TAX PARCEL ID/APN:

06-215-0514

LOT 514, FIELD CREST SUBDIVISION PHASE 5, ACCORDING TO THE OFFICIAL PLAT THEREOF AS RECORDED IN THE OFFICE OF THE DAVIS COUNTY RECORDER, STATE OF UTAH.

EXHIBIT A-38

STREET ADDRESS:

1538 NORTH 200 W, BOUNTIFUL, UT, 84010

COUNTY:

DAVIS

CLIENT CODE:

UT13262

TAX PARCEL ID/APN:

31520004

LOT 4, BOUNTIFUL SHADOWS NO. 1, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE DAVIS COUNTY RECORDER'S OFFICE, STATE OF UTAH.

EXHIBIT A-39

STREET ADDRESS:

184 EAST 2400 S, CLEARFIELD, UT, 84015

COUNTY:

DAVIS

CLIENT CODE:

UT13219

TAX PARCEL ID/APN:

123720112

LOT 112, CARALYN PARK ESTATES PLAT A, ACCORDING TO THE OFFICIAL PLAT THEREOF AS RECORDED IN THE OFFICE OF THE DAVIS COUNTY RECORDER, STATE OF UTAH.

EXHIBIT A-40

STREET ADDRESS:

342 WEST 75 N, CLEARFIELD, UT, 84015

COUNTY:

DAVIS

CLIENT CODE:

UT13145

TAX PARCEL ID/APN:

122080041

LOT 41, PHEASANT CREEK PHASE 2 SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE DAVIS COUNTY RECORDER'S OFFICE, STATE OF UTAH.

EXHIBIT A-41

STREET ADDRESS:

468 WEST 325 N, CLEARFIELD, UT, 84015

COUNTY:

DAVIS

CLIENT CODE:

UT12769

TAX PARCEL ID/APN:

14-236-0229

LOT 229, ROSE GARDEN SUBDIVISION PHASE 2, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE OFFICE OF THE DAVIS COUNTY RECORDER, STATE OF UTAH.

EXHIBIT A-42

STREET ADDRESS:

498 WEST 500 N, CLEARFIELD, UT, 84015

COUNTY:

DAVIS

CLIENT CODE:

UT12941

TAX PARCEL ID/APN:

142230114

LOT 114, ROSE GARDEN SUBDIVISION PHASE 1, ACCORDING TO THE OFFICIAL PLAT THEREOF AS RECORDED IN THE OFFICE OF THE DAVIS COUNTY RECORDER, STATE OF UTAH.

EXHIBIT A-43

STREET ADDRESS:

583 EAST 2050 S, CLEARFIELD, UT, 84015

COUNTY:

DAVIS

CLIENT CODE:

UT13227

TAX PARCEL ID/APN:

124010072

LOT 72, MAJOR MEADOWS NO. 4, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE DAVIS COUNTY RECORDER'S OFFICE, STATE OF UTAH.

EXHIBIT A-44

STREET ADDRESS:

86 NORTH 360 W, CLEARFIELD, UT, 84015

COUNTY:

DAVIS

CLIENT CODE:

UT13342

TAX PARCEL ID/APN:

122080033

LOT 33, PHEASANT CREEK PHASE 2 SUBDIVISION, CLEARFIELD CITY, DAVIS COUNTY, UTAH, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXHIBIT A-45

STREET ADDRESS:

1139 NORTH 750 W, CLINTON, UT, 84015

COUNTY:

DAVIS

CLIENT CODE:

UT13253

TAX PARCEL ID/APN:

143320017

ALL OF LOT 17, STACI PLACE NO. 2, CLINTON CITY, DAVIS COUNTY, UTAH, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE DAVIS COUNTY RECORDER'S OFFICE.

EXHIBIT A-46

STREET ADDRESS:

1316 NORTH 950-W, CLINTON, UT, 84015

COUNTY:

DAVIS

CLIENT CODE:

UT12777

TAX PARCEL ID/APN:

132150111

LOT 111, WINDCHIME AT EAST MEADOWS SUBDIVISION PHASE 4, ACCORDING TO THE OFFICIAL PLAT THEREOF AS RECORDED IN THE OFFICE OF THE DAVIS COUNTY RECORDER, STATE OF UTAH.

EXHIBIT A-47

STREET ADDRESS:

1322 NORTH 2585 W, CLINTON, UT, 84015

COUNTY:

DAVIS

CLIENT CODE:

UT13257-

TAX PARCEL ID/APN:

143750051

LOT 51, LEXINGTON ESTATES PHASE 1, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE DAVIS COUNTY RECORDER'S OFFICE, STATE OF UTAH.

EXHIBIT A-48

STREET ADDRESS:

1626 NORTH 2475 W, CLINTON, UT, 84015

COUNTY:

DAVIS

CLIENT CODE:

UT13251

TAX PARCEL ID/APN:

143410012

LOT 12, FIFE ESTATES SUBDIVISION PHASE-1, CONT. .23 ACRES, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE RECORDER OF DAVIS COUNTY, UTAH.

EXHIBIT A-49

STREET ADDRESS:

1647 NORTH 775 W, CLINTON, UT, 84015

COUNTY:

DAVIS

CLIENT CODE:

UT13250

TAX PARCEL ID/APN:

131900042

LOT 42, EAST MEADOWS ESTATES SUBDIVISION PHASE 2, ACCORDING TO THE OFFICIAL PLAT THEREOF AS RECORDED IN THE OFFICE OF THE DAVIS COUNTY RECORDER, STATE OF UTAH.

EXHIBIT A-50

STREET ADDRESS:

1693 WEST 675 N, CLINTON, UT, 84015

COUNTY:

DAVIS

CLIENT CODE: TAX PARCEL ID/APN: UT13280 143900044

ALL OF LOT 44, WEST FAIRFIELD ESTATES PHASE 2, ACCORDING TO THE OFFICIAL PLAT THEREOF, ON FILE AND OF RECORD IN THE OFFICE OF THE DAVIS COUNTY RECORDER, STATE OF UTAH.

EXHIBIT A-51

STREET ADDRESS:

1859 NORTH 750 W, CLINTON, UT, 84015

COUNTY:

DAVIS

CLIENT CODE: TAX PARCEL ID/APN: UT13140 131620012

LOT 12, YALE CREST SUBDIVISION NO. 1, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE DAVIS COUNTY RECORDER'S OFFICE, STATE OF UTAH.

EXHIBIT A-52

STREET ADDRESS:

1874 NORTH 750 W, CLINTON, UT, 84015

COUNTY:

DAVIS

CLIENT CODE:

UT13170

TAX PARCEL ID/APN:

131620022

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF DAVIS, STATE OF UTAH, AND IS DESCRIBED AS FOLLOWS: ALL OF LOT 22, YALE CREST SUBDIVISION NO. 1, A SUBDIVISION OF PART OF SECTION 26, TOWNSHIP 5 NORTH, RANGE 2 WEST, SALT LAKE MERIDIAN, IN THE CITY OF CLINTON, ACCORDING TO: THE OFFICIAL PLAT THEREOF.

EXHIBIT A-53

STREET ADDRESS:

1881 NORTH 660 W, CLINTON, UT, 84015

COUNTY:

DAVIS

CLIENT CODE:

UT13364

TAX PARCEL ID/APN:

131820073

LOT 73, YALE CREST SUBDIVISION NUMBER 3, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE DAVIS COUNTY RECORDER'S OFFICE.

EXHIBIT A-54

STREET ADDRESS:

1958 NORTH 2530 W, CLINTON, UT, 84015

COUNTY:

DAVIS

CLIENT CODE:

UT13138

TAX PARCEL ID/APN:

143760010

LOT 10, BLUESPRUCE ESTATES PHASE 1, ACCORDING TO THE OFFICIAL PLAT THEREOF RECORDED IN THE OFFICE OF THE DAVIS COUNTY RECORDER, STATE OF UTAH.

EXHIBIT A-55

STREET ADDRESS:

1958 NORTH 810 W, CLINTON, UT, 84015

COUNTY:

DAVIS

CLIENT CODE:

UT13226

TAX PARCEL ID/APN:

131830078

ALL OF LOT 78, KALI ESTATES PHASE 3, CLINTON CITY, DAVIS COUNTY, UTAH, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXHIBIT A-56

STREET ADDRESS:

2053 NORTH 750 W, CLINTON, UT, 84015

COUNTY:

DAVIS

CLIENT CODE:

UT13190

TAX PARCEL ID/APN:

131720037

ALL OF LOT 37, YALE CREST SUBDIVISION NO. 2, ACCORDING TO THE OFFICIAL PLAT THEREOF, RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF DAVIS COUNTY, STATE OF UTAH.

EXHIBIT A-57

STREET ADDRESS:

2127 NORTH 2400 W, CLINTON, UT, 84015

COUNTY:

DAVIS

CLIENT CODE:

UT13368

TAX PARCEL ID/APN:

142380016

ALL OF LOT 16, ASPEN MEADOWS, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE OFFICE OF THE DAVIS COUNTY RECORDER, STATE OF UTAH.

EXHIBIT A-58

STREET ADDRESS:

2144 WEST 2075 N, CLINTON, UT, 84015

COUNTY:

DAVIS

CLIENT CODE:

UT13161

TAX PARCEL ID/APN:

142750022

ALL OF LOT 22, PLUMCREEK SUBDIVISION PHASE 1, ACCORDING TO THE OFFICIAL PLAT THEREOF, DAVIS COUNTY, UTAH.

EXHIBIT A-59

STREET ADDRESS:

2152 NORTH 850 W, CLINTON, UT, 84015

COUNTY:

DAVIS

CLIENT CODE:

UT13329

TAX PARCEL ID/APN:

131420010

LOT 10, SHADOW RIDGE NO. 1, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE DAVIS COUNTY RECORDER'S OFFICE.

EXHIBIT A-60

STREET ADDRESS:

2169 WEST 1520 N, CLINTON, UT, 84015

COUNTY:

DAVIS

CLIENT CODE:

UT13344

TAX PARCEL ID/APN:

142950010

ALL OF LOT 10, CASTLEDALE SUBDIVISION PHASE 1, CLINTON CITY, DAVIS COUNTY, STATE OF UTAH, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXHIBIT A-61

STREET ADDRESS:

2359 WEST 2075 N, CLINTON, UT, 84015

COUNTY:

DAVIS

CLIENT CODE:

UT13155

TAX PARCEL ID/APN:

142380026

ALL OF LOT 26, ASPEN MEADOWS SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF, ON FILE AND OF RECORD IN THE DAVIS COUNTY RECORDER'S OFFICE, STATE OF UTAH.

EXHIBIT A-62

STREET ADDRESS:

2896 WEST 1400 N, CLINTON, UT, 84015

COUNTY:

DAVIS

CLIENT CODE:

UT12942

TAX PARCEL ID/APN:

142070019

ALL OF LOT 19, C C ANN SUBDIVISION PHASE 2, DAVIS COUNTY, UTHA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXHIBIT A-63

STREET ADDRESS:

714 WEST 1960 N, CLINTON, UT, 84015

COUNTY:

DAVIS

CLIENT CODE:

UT12729

TAX PARCEL ID/APN:

131820091

ALL OF LOT 91, YALE CREST SUBDIVISION NO. 3, CLINTON CITY, DAVIS COUNTY, UTAH, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXHIBIT A-64

STREET ADDRESS:

814 WEST 1470 N, CLINTON, UT, 84015

COUNTY:

DAVIS

CLIENT CODE:

UT12764

TAX PARCEL ID/APN:

131950065

ALL OF LOT 65, WINDCHIME AT EAST MEADOWS SUBDIVISION PHASE 3, ACCORDING TO THE OFFICIAL PLAT THEREOF, ON FILE AND OF RECORD IN THE DAVIS COUNTY RECORDER'S OFFICE, STATE OF UTAH.

EXHIBIT A-65

STREET ADDRESS:

859 WEST 2005 N, CLINTON, UT, 84015

COUNTY:

DAVIS

CLIENT CODE:

UT13181

TAX PARCEL ID/APN:

131830063

ALL OF LOT 63, KALI ESTATES PHASE 3, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE DAVIS COUNTY RECORDER, STATE OF UTAH.

EXHIBIT A-66

STREET ADDRESS:

1108 NORTH ALFRED AVENUE, KAYSVILLE, UT, 84037

COUNTY:

DAVIS

CLIENT CODE:

UT13224

TAX PARCEL ID/APN:

113770301

ALL OF LOT 301, LARK MEADOWS SUBDIVISION NO. 3, KAYSVILLE CITY, DAVIS COUNTY, UTAH, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXHIBIT A-67

STREET ADDRESS:

1179 DANIEL DRIVE, KAYSVILLE, UT, 84037

COUNTY:

DAVIS

CLIENT CODE:

UT13236

TAX PARCEL ID/APN:

113580016

ALL OF LOT 16, LARK MEADOWS SUBDIVISION, A SUBDIVISION LOCATED IN SECTION 27, TOWNSHIP 4 NORTH, RANGE 1 WEST, SALT LAKE MERIDIAN, IN THE CITY OF KAYSVILLE, DAVIS COUNTY, UTAH, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXHIBIT A-68

STREET ADDRESS:

236 WEST MUTTON HOLLOW ROAD, KAYSVILLE, UT, 84037

COUNTY:

DAVIS

CLIENT CODE:

UT13383

TAX PARCEL ID/APN:

112882005

LOT 2005, COUNTRY CREEK ESTATES SUBDIVISION - PHASE 20, ACCORDING TO THE OFFICIAL PLAT THEREOF RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF DAVIS COUNTY, STATE OF UTAH.

EXHIBIT A-69

STREET ADDRESS:

297 MAJESTIC STREET, KAYSVILLE, UT, 84037

COUNTY:

DAVIS

CLIENT CODE:

UT13136

TAX PARCEL ID/APN:

82070083

LOT 83, SEASONS PLAT "E" SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF, RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF DAVIS COUNTY, UTAH.

EXHIBIT A-70

STREET ADDRESS:

1052 EAST 1500 N, LAYTON, UT, 84040

COUNTY:

DAVIS

CLIENT CODE:

UT13240

TAX PARCEL ID/APN:

101560020

LOT 20, FAWN RIDGE SUBDIVISION PHASE 1, ACCORDING TO THE OFFICIAL PLAT THEREOF, RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF DAVIS COUNTY, STATE OF UTAH.

EXHIBIT A-71

STREET ADDRESS:

1153 N 2525 WEST, LAYTON, UT, 84041

COUNTY:

DAVIS

CLIENT CODE:

UT13158

TAX PARCEL ID/APN:

122810220

LOT 220, CHELSIE PARK SUBDIVISION NO. 2, ACCORDING TO THE OFFICIAL PLAT THEREOF, AS RECORDED IN THE OFFICE OF THE DAVIS COUNTY RECORDER, STATE OF UTAH.

EXHIBIT A-72

STREET ADDRESS:

1182 NORTH 2200 W, LAYTON, UT, 84041

COUNTY:

DAVIS

CLIENT CODE:

UT12921

TAX PARCEL ID/APN:

101160201

ALL OF LOT 201, SUNTRAILS SUBDIVISION PHASE 2, PLAT A, LAYTON CITY, DAVIS COUNTY, UTAH, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXHIBIT A-73

STREET ADDRESS:

1203 NORTH 2875 W, LAYTON, UT, 84041

COUNTY:

DAVIS

CLIENT CODE:

UT13343

TAX PARCEL ID/APN:

121930128

ALL OF LOT 128, WINDSOR MEADOWS NO. 8, LAYTON CITY, DAVIS COUNTY, UTAH, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXHIBIT A-74

STREET ADDRESS:

127 NORTH 975 W, LAYTON, UT, 84041

COUNTY:

DAVIS

CLIENT CODE:

UT13380

TAX PARCEL ID/APN:

102190008

LOT 8, CARRIAGE COVE SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE DAVIS COUNTY RECORDER'S OFFICE, STATE OF UTAH.

EXHIBIT A-75

STREET ADDRESS:

1283 NORTH 2525 W, LAYTON, UT, 84041

COUNTY:

DAVIS

CLIENT CODE:

UT13211

TAX PARCEL ID/APN:

123250723

LOT 723, CHELSIE PARK SUBDIVISION NO. 7, ACCORDING TO THE OFFICIAL PLAT THEREOF, ON FILE AND OF RECORD IN THE OFFICE OF THE RECORDER OF DAVIS COUNTY, STATE OF UTAH, FILED FOR RECORD AS ENTRY NO. 1418104 IN BOOK 2317 AT PAGE 1002 OF OFFICIAL RECORDS.

EXHIBIT A-76

STREET ADDRESS:

1381 NORTH 2225 W, LAYTON, UT, 84041

COUNTY:

DAVIS

CLIENT CODE:

UT13129

TAX PARCEL ID/APN:

123581011

LOT 1011, CHELSIE PARK SUBDIVISION NO. 10, LAYTON CITY, DAVIS COUNTY, UTAH, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXHIBIT A-77

STREET ADDRESS:

1448 NORTH 250 W, LAYTON, UT, 84041

COUNTY:

DAVIS

CLIENT CODE:

UT13228

TAX PARCEL ID/APN:

101750237

LOT 237, LAYTON PLACE PLAT "B" SUBDIVISION, LAYTON CITY, DAVIS COUNTY, UTAH, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXHIBIT A-78

STREET ADDRESS:

1450 NORTH 1100 E, LAYTON, UT, 84040

COUNTY:

DAVIS UT13119

CLIENT CODE: TAX PARCEL ID/APN:

101560038

LOT 38, FAWN RIDGE SUBDIVISION, PHASE 1, ACCORDING TO THE OFFICIAL PLAT THEREOF, RECORDS OF DAVIS COUNTY, STATE OF UTAH.

EXHIBIT A-79

STREET ADDRESS:

1465 NORTH 2425 W, LAYTON, UT, 84041

COUNTY: CLIENT CODE: DAVIS

TAX PARCEL ID/APN:

UT12790 12-403-1221

ALL OF LOT 1221, CHELSIE PARK SUBDIVISION NO. 12, LAYTON CITY, DAVIS COUNTY, UTAH, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXHIBIT A-80

STREET ADDRESS:

1844 NORTH BELVEDERE WAY, LAYTON, UT, 84041

COUNTY:

DAVIS

CLIENT CODE:

UT12935

TAX PARCEL ID/APN:

102620109

UNIT 109 OF STONEFIELD VILLAGE TOWN HOMES PLAT "A", A PLANNED RESIDENTIAL UNIT DEVELOPMENT, ACCORDING TO THE PUT THEREOF RECORDED IN BOOK 3760, PAGE 1026, OF THE OFFICIAL RECORDS OF DAVIS COUNTY, IDENTIFIED IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF STONEFIELD VILLAGE TOWNHOMES, A PLANNED RESIDENTIAL UNIT DEVELOPMENT, RECORDED IN BOOK 3760 AT PAGE 1028, AND ANY AMENDMENTS THERETO, SUBJECT TO AND TOGETHER WITH THE COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS, CHARGES, AND LIENS PROVIDED FOR IN SAID DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS.

EXHIBIT A-81

STREET ADDRESS:

2386 NORTH 875 W, LAYTON, UT, 84041

COUNTY:

DAVIS

CLIENT CODE:

UT13189

TAX PARCEL ID/APN:

92340118

ALL OF LOT 118, PLEASANT HILLS SUBDIVISION PLAT G, LAYTON CITY, DAVIS COUNTY, UTAH, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXHIBIT A-82

STREET ADDRESS:

2790 WEST 1425 N, LAYTON, UT, 84041

COUNTY:

DAVIS

CLIENT CODE:

UT12951

TAX PARCEL ID/APN:

122381211

LOT 1211, WINDSOR MEADOWS PHASE 12, SUBDIVISION, A SUBDIVISION OF PART OF SECTION 13, TOWNSHIP 4 NORTH, RANGE 2 WEST, SALT LAKE MERIDIAN, IN THE CITY OF LAYTON, ACCORDING TO THE OFFICIAL PLAT THEREOF, ON FILE AND OF RECORD IN THE DAVIS COUNTY RECORDERS OFFICE, STATE OF UTAH.

EXHIBIT A-83

STREET ADDRESS:

2881 WEST 1425 N, LAYTON, UT, 84041

COUNTY:

DAVIS

CLIENT CODE:

UT12965

TAX PARCEL ID/APN:

122571427

LOT 1427, WINDSOR MEADOWS PHASE 14 SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF AS RECORDED IN THE OFFICE OF THE DAVIS COUNTY RECORDER, STATE OF UTAH.

EXHIBIT A-84

STREET ADDRESS:

447 SOUTH 1250 E, LAYTON, UT, 84041

COUNTY:

DAVIS

CLIENT CODE:

UT12917

TAX PARCEL ID/APN:

114090324

ALL OF LOT 324, FIDDLER'S CREEK SUBDIVISION NO. 3, LAYTON CITY, DAVIS COUNTY, UTAH, AS SHOWN BY THE OFFICIAL PLAT THEREOF, RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF DAVIS COUNTY.

EXHIBIT A-85

STREET ADDRESS:

536 SOUTH 925 E, LAYTON, UT, 84041

COUNTY:

DAVIS

CLIENT CODE:

UT13176

TAX PARCEL ID/APN:

113200058

ALL OF LOT 58, WILLOW WOOD NO. 3 SUBDIVISION, IN THE CITY OF LAYTON, DAVIS COUNTY, UTAH, AS SHOWN BY THE OFFICIAL PLAT THEREOF.

EXHIBIT A-86

STREET ADDRESS:

912 WEST 2450 N, LAYTON, UT, 84040

COUNTY:

DAVIS

" CLIENT CODE:

UT13372

TAX PARCEL ID/APN:

92520827

ALL OF LOT 827, PLEASANT HILLS SUBDIVISION PLAT H, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE DAVIS COUNTY RECORDER'S OFFICE, STATE OF UTAH.

EXHIBIT A-87

STREET ADDRESS:

726 NORTH FOX HOLLOW DRIVE, NORTH SALT LAKE, UT,

84054

COUNTY:

DAVIS

CLIENT CODE:

UT13282

TAX PARCEL ID/APN:

13301003

LOT 1003, FOXBORO PLAT 10, ACCORDING TO THE OFFICIAL PLAT THEREOF, ON FILE AND OF RECORD IN THE OFFICE OF THE DAVIS COUNTY RECORDER, STATE OF UTAH.

EXHIBIT A-88

STREET ADDRESS:

773 NORTH SKIPTON DRIVE, NORTH SALT LAKE, UT, 84054

COUNTY:

DAVIS

CLIENT CODE:

UT13256

TAX PARCEL ID/APN:

13501512

ALL OF LOT 1512, FOXBORO PLAT 15, NORTH SALT LAKE CITY, DAVIS COUNTY, STATE OF UTAH, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXHIBIT A-89

STREET ADDRESS:

950 WEST LONGLEAF DRIVE, NORTH SALT LAKE, UT, 84054

COUNTY:

DAVIS

CLIENT CODE:

UT13202

TAX PARCEL ID/APN:

13200828

ALL OF LOT 828, FOXBORO PLAT 8, NORTH SALT LAKE CITY, DAVIS COUNTY, UTAH, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXHIBIT A-90

STREET ADDRESS:

969 WEST FARNHAM DRIVE, NORTH SALT LAKE, UT, 84054

COUNTY:

DAVIS

CLIENT CODE:

UT13275

TAX PARCEL ID/APN:

14590702

LOT 702, FOXBORO SOUTH PLAT 7, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE OFFICE OF THE DAVIS COUNTY RECORDER, STATE OF UTAH.

EXHIBIT A-91

STREET ADDRESS:

1625 EAST BATEMAN WAY, SOUTH WEBER, UT, 84405

COUNTY:

DAVIS

CLIENT CODE:

UT13367

TAX PARCEL ID/APN:

132220006

LOT 6, BATEMAN ESTATES P.U.D., SOUTH WEBER CITY, DAVIS COUNTY, UTAH, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXHIBIT A-92

STREET ADDRESS:

2010 EAST 7550 S, SOUTH WEBER, UT, 84405

COUNTY:

DAVIS

CLIENT CODE:

UT13299

TAX PARCEL ID/APN:

132110008

ALL OF LOT 8, CEDAR COVE PUD, ACCORDING TO THE OFFICIAL PLAT THEREOF, RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF DAVIS COUNTY, STATE OF UTAH.

EXHIBIT A-93

STREET ADDRESS:

7588 SOUTH 2020 E, SOUTH WEBER, UT, 84405

COUNTY:

DAVIS ·

*CLIENT CODE:

UT13264

TAX PARCEL ID/APN:

132110039

LOT 19, CEDAR COVE PUD, ACCORDING TO THE OFFICIAL PLAT THEREOF, RECORDED IN THE OFFICE OF THE DAVIS COUNTY RECORDER, STATE OF UTAH.

EXHIBIT A-94

STREET ADDRESS:

1058 SOUTH INVERNESS, SYRACUSE, UT, 84075

COUNTY:

DAVIS

CLIENT CODE:

UT13215

TAX PARCEL ID/APN:

124470709

ALL OF LOT 709, MUIRFIELD SUBDIVISION, PHASE 7, SYRACUSE CITY, DAVIS COUNTY, UTAH, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXHIBIT A-95

STREET ADDRESS:

1365 SOUTH 1700 W, SYRACUSE, UT, 84075

COUNTY:

DAVIS

CLIENT CODE:

UT12960

TAX PARCEL ID/APN:

123850073

ALL OF LOT 73, THE COTTAGES PHASE 2, SYRACUSE CITY, DAVIS COUNTY, UTAH, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXHIBIT A-96

STREET ADDRESS:

1619 WEST 1375 S, SYRACUSE, UT, 84075

COUNTY:

DAVIS

CLIENT CODE:

UT13221

TAX PARCEL ID/APN:

123850057

LOT 57, THE COTTAGES, PHASE 2, ACCORDING TO THE OFFICIAL PLAT THEREOF, AS RECORDED IN THE OFFICE OF THE DAVIS COUNTY RECORDER, STATE OF UTAH.

EXHIBIT A-97

STREET ADDRESS:

1673 WEST 1500 SOUTH, SYRACUSE, UT, 84075

COUNTY:

DAVIS

CLIENT CODE:

UT12742

TAX PARCEL ID/APN:

122270006

LOT 6, BANBURY PLACE PHASE 1 SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE DAVIS COUNTY RECORDER'S OFFICE, STATE OF UTAH.

EXHIBIT A-98

STREET ADDRESS:

1836 WEST 1300 S, SYRACUSE, UT, 84075

COUNTY:

DAVIS

CLIENT CODE:

UT13254

TAX PARCEL ID/APN:

123260025

LOT 25, THE COTTAGES PHASE 1, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE DAVIS COUNTY RECORDER'S OFFICE, STATE OF UTAH.

EXHIBIT A-99

STREET ADDRESS:

2197 WEST 2100 S, SYRACUSE, UT, 84075

COUNTY:

DAVIS

CLIENT CODE:

UT13311

TAX PARCEL ID/APN:

124550086

LOT 86, HUNTER' CROSSING SUBDIVISION PHASE 5, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE DAVIS COUNTY RECORDER'S OFFICE, STATE OF UTAH.

EXHIBIT A-100

STREET ADDRESS:

2213 SOUTH 3000 W, SYRACUSE, UT, 84075

COUNTY:

DAVIS

CLIENT CODE:

UT13265

TAX PARCEL ID/APN:

124140034

ALL OF LOT 34, EAGLE ESTATES SUBDIVISION PHASE 2, SYRACUSE CITY, DAVIS COUNTY, UTAH, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE OFFICE OF THE DAVIS COUNTY RECORDER.

EXHIBIT A-101

STREET ADDRESS:

2649 WEST 2175 S, SYRACUSE, UT, 84075

COUNTY:

DAVIS

CLIENT CODE:

UT13333

TAX PARCEL ID/APN:

124210515

ALL OF LOT 515, FREMONT ESTATES NO. 5 SUBDIVISION, SYRACUSE CITY, DAVIS COUNTY, UTAH ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXHIBIT A-102

STREET ADDRESS:

2661 WEST 2175 S, SYRACUSE, UT, 84075

COUNTY:

DAVIS

CLIENT CODE:

UT12746

TAX PARCEL ID/APN:

124210516

ALL OF LOT 516 FREMONT ESTATES NO. 5, SUBDIVISION, SYRACUSE CITY, DAVIS COUNTY, UTAH, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXHIBIT A-103

STREET ADDRESS:

2852 WEST 2025 S, SYRACUSE, UT, 84075

COUNTY:

DAVIS

CLIENT CODE:

UT12745

TAX PARCEL ID/APN:

124650805

ALL OF LOT 805, FREMONT ESTATES NO. 8 SUBDIVISION, SYRACUSE CITY, DAVIS COUNTY, UTAH, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXHIBIT A-104

STREET ADDRESS:

2882 WEST 2075 S, SYRACUSE, UT, 84075

COUNTY:

DAVIS

CLIENT CODE:

UT13384

TAX PARCEL ID/APN:

124660922

ALL OF LOT 922, FREMONT ESTATES NO. 9 SUBDIVISION, SYRACUSE CITY, DAVIS COUNTY, UTAH, ACCORDING TO THE OFFICIAL PLAT THEREOF, ON FILE AND OF RECORD IN THE OFFICE OF THE COUNTY RECORDER.

EXHIBIT A-105

STREET ADDRESS:

2936 WEST 2125 S, SYRACUSE, UT, 84075

COUNTY:

DAVIS

CLIENT CODE:

UT13205

TAX PARCEL ID/APN:

123440104

ALL OF LOT 104, FREMONT ESTATES NO. 1 SUBDIVISION, SYRACUSE CITY, DAVIS COUNTY, UTAH ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXHIBIT A-106

STREET ADDRESS:

3013 WEST TRYALL DRIVE, SYRACUSE, UT, 84075

COUNTY:

DAVIS

CLIENT CODE:

UT13180

TAX PARCEL ID/APN:

122480034

LOT 34, STONE HAVEN SUBDIVISION PHASE 3, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE DAVIS COUNTY RECORDER'S OFFICE, STATE OF UTAH.

EXHIBIT A-107

STREET ADDRESS:

3667 SOUTH 575 W, SYRACUSE, UT, 84075

COUNTY:

DAVIS

CLIENT CODE:

UT13177

TAX PARCEL ID/APN:

12:1750010

ALL OF LOT 10, COUNTRY LIVING SUBDIVISION, SYRACUSE CITY, DAVIS COUNTY, UTAH ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXHIBIT A-108

STREET ADDRESS:

3759 WEST 850 S, SYRACUSE, UT, 84075

COUNTY:

DAVIS

CLIENT CODE:

UT12728

TAX PARCEL ID/APN:

124880325

LOT 325, ROCK CREEK SUBDIVISION PHASE 3, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE DAVIS COUNTY RECORDER'S OFFICE, STATE OF UTAH.

EXHIBIT A-109

STREET ADDRESS:

980 SOUTH INVERNESS DRIVE, SYRACUSE, UT, 84075

COUNTY:

DAVIS

CLIENT CODE:

UT13209

TAX PARCEL ID/APN:

124590812

LOT 812, MUIRFIELD SUBDIVISION PHASE 8, ACCORDING TO THE OFFICIAL PLAT THEREOF, ON FILE AND OF RECORD IN THE DAVIS COUNTY RECORDER'S OFFICE, STATE OF UTAH.

EXHIBIT A-110

STREET ADDRESS:

1186 NORTH 3050 W, WEST POINT, UT, 84015

COUNTY:

DAVIS

CLIENT CODE:

UT13173

TAX PARCEL ID/APN:

142310083

ALL OF LOT 83, NEW HAMPTON MANOR SUBDIVISION NO. 7, IN THE CITY OF WEST POINT, DAVIS COUNTY, UTAH, AS SHOWN BY THE OFFICIAL PLAT THEREOF.

EXHIBIT A-111

STREET ADDRESS:

1808 WEST 500 N, WEST POINT, UT, 84015

COUNTY:

DAVIS

CLIENT CODE:

UT12952

TAX PARCEL ID/APN:

141860046

LOT 46, FREW ESTATES NO. 6, ACCORDING TO THE OFFICIAL PLAT THEREOF ON THE FILE AND OF RECORD IN THE DAVIS COUNTY RECORDER'S OFFICE, STATE OF UTAH.

EXHIBIT A-112

STREET ADDRESS:

207 NORTH 1660 W, WEST POINT, UT, 84015

COUNTY:

DAVIS

CLIENT CODE:

UT13260

TAX PARCEL ID/APN:

123970055

ALL OF LOT 55, SILVERWOOD ESTATES PHASE 3, ACCORDING TO THE OFFICIAL PLAT THEREOF, RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF DAVIS COUNTY, STATE OF UTAH.

EXHIBIT A-113

STREET ADDRESS:

322 NORTH 3335 W, WEST POINT, UT, 84015

COUNTY:

DAVIS

CLIENT CODE:

UT13378

TAX PARCEL ID/APN:

143490037

ALL OF LOT 37, LAKE POINT MEADOWS AT WEST POINT SUBDIVISION, WEST POINT CITY, DAVIS COUNTY, UTAH, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXHIBIT A-114

STREET ADDRESS:

96 NORTH 1660 WEST, WEST POINT, UT, 84015

COUNTY:

DAVIS

CLIENT CODE:

UT12724

TAX PARCEL ID/APN:

123970091

ALL OF LOT 91, SILVERWOOD ESTATES PHASE 3, ACCORDING TO THE OFFICIAL PLAT THEREOF RECORDED IN THE OFFICE OF THE DAVIS COUNTY RECORDER UTAH.

EXHIBIT A-115

STREET ADDRESS:

1637 SOUTH 1470 W, WOODS CROSS, UT, 84087

COUNTY:

DAVIS

CLIENT CODE:

UT13154

TAX PARCEL ID/APN:

62040728

LOT 728, CLOVER DELL PARK NO. 7 SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE DAVIS COUNTY RECORDER'S OFFICE, STATE OF UTAH.

EXHIBIT A-116

STREET ADDRESS:

983 WEST 1200 S, WOODS CROSS, UT, 84087

COUNTY:

DAVIS

CLIENT CODE:

UT13130

TAX PARCEL ID/APN:

61840399

LOT 399, FARM MEADOWS SUBDIVISION PLAT "C", ACCORDING TO THE OFFICIAL PLAT THEREOF AS RECORDED IN THE OFFICE OF THE DAVIS COUNTY RECORDER, STATE OF UTAH.

EXHIBIT A-117

STREET ADDRESS:

957 WEST STONEHENGE DRIVE, NORTH SALT LAKE, UT, 84054

COUNTY:

DAVIS

CLIENT CODE:

UT12208

TAX PARCEL ID/APN:

01-298-0301

LOT 301, FOXBORO SUBDIVISION PLAT 3, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE OFFICE OF THE DAVIS COUNTY RECORDER.

EXHIBIT A-118

STREET ADDRESS:

1017 SOUTH KILLARNEY DRIVE, SYRACUSE, UT, 84075

COUNTY:

DAVIS

CLIENT CODE:

UT12201

TAX PARCEL ID/APN:

12-459-0810

ALL OF LOT 810, MUIRFIELD SUBDIVISION PHASE 8, SYRACUSE CITY, DAVIS COUNTY, UTAH, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXHIBIT A-119

STREET ADDRESS:

337 WEST 1800 S, CLEARFIELD, UT, 84015

COUNTY:

DAVIS

CLIENT CODE:

UT12340

TAX PARCEL ID/APN:

122240525

LOT 525, ANTELOPE CROSSING NO. 5 SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE DAVIS COUNTY RECORDER'S OFFICE, STATE OF UTAH.

EXHIBIT A-120 -

STREET ADDRESS:

2558 SOUTH 75 E, CLEARFIELD, UT, 84015

COUNTY:

DAVIS

CLIENT CODE:

UT12375

TAX PARCEL ID/APN:

12-371-0345

LOT 345, WEST PARK VILLAGE - PLAT C, ACCORDING TO THE OFFICIAL PLAT THEREOF AS RECORDED IN THE OFFICE OF THE DAVIS COUNTY RECORDER, STATE OF UTAH.

EXHIBIT A-121

STREET ADDRESS:

856 EAST 2150 S, CLEARFIELD, UT, 84015

COUNTY:

DAVIS

CLIENT CODE:

UT12372

TAX PARCEL ID/APN:

124100088

LOT 88, MAJOR MEADOWS NO. 6, ACCORDING TO THE OFFICIAL PLAT THEREOF AS RECORDED IN THE OFFICE OF THE DAVIS COUNTY RECORDER, STATE OF UTAH.

EXHIBIT A-122

STREET ADDRESS:

1333 NORTH 950 W, CLINTON, UT, 84015

COUNTY:

DAVIS

CLIENT CODE:

UT12258

TAX PARCEL ID/APN:

132150109

LOT 109, W1NDCHIME AT EAST MEADOWS SUBDIVISION PHASE 4, ACCORDING TO THE OFFICIAL PLAT THEREOF AS RECORDED IN THE OFFICE OF THE DAVIS COUNTY RECORDER, STATE OF UTAH.

EXHIBIT A-123

STREET ADDRESS:

1641 NORTH 810 W, CLINTON, UT, 84015

COUNTY:

DAVIS

CLIENT CODE:

UT12307

TAX PARCEL ID/APN:

13-181-0021

LOT 21, EAST MEADOWS ESTATES SUBDIVISION PHASE 1, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE DAVIS COUNTY RECORDER'S OFFICE

EXHIBIT A-124

STREET ADDRESS:

1738 NORTH 2275 W, CLINTON, UT, 84015

COUNTY:

DAVIS

CLIENT CODE:

UT12295

TAX PARCEL ID/APN:

142510005

ALL OF LOT 5, TAYLOR ESTATES NO. 1, ACCORDING TO THE OFFICIAL PLAT THEREOF RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF DAVIS COUNTY, STATE OF UTAH.

EXHIBIT A-125

STREET ADDRESS:

857 WEST 1470 N, CLINTON, UT, 84015

"COUNTY:

DAVIS

CLIENT CODE:

UT12257

TAX PARCEL ID/APN:

13-195-0077

ALL OF LOT 77, WINDCHIME AT EAST MEADOWS PHASE 3, CLINTON CITY, DAVIS COUNTY, UTAH ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXHIBIT A-126

STREET ADDRESS:

1775 SOUTH 350 E, KAYSVILLE, UT, 84037

COUNTY:

DAVIS

CLIENT CODE: TAX PARCEL ID/APN: UT12282 08-158-0036

LOT 36, WILLOW BEND SUBDIVISION PHASE 4, KAYSVILLE CITY, DAVIS COUNTY, UTAH, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXHIBIT A-127

STREET ADDRESS:

628 WEST MUTTON HOLLOW ROAD, KAYSVILLE, UT, 84037

COUNTY:

DAVIS

CLIENT CODE:

UT12265

TAX PARCEL ID/APN:

11-444-0002

ALL OF LOT 2, WILD ROSE ESTATES PHASE 1, KAYSVILLE CITY, DAVIS COUNTY, UTAH, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXHIBIT A-128

STREET ADDRESS:

1082 NORTH 2525 W, LAYTON, UT, 84041

COUNTY:

DAVIS

CLIENT CODE:

UT12396

TAX PARCEL ID/APN:

12-281-0203

ALL OF LOT 203, CHELSIE PARK SUBDIVISION NO. 2, LAYTON CITY, DAVIS COUNTY, UTAH, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXHIBIT A-129

STREET ADDRESS:

1797 NORTH BELVEDERE, LAYTON, UT, 84041

COUNTY:

DAVIS

CLIENT CODE:

UT12232

TAX PARCEL ID/APN:

10-262-0104

UNIT 104, STONEFIELD VILLAGE TOWNHOMES PLAT "A", ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE DAVIS COUNTY RECORDER'S OFFICE, STATE OF UTAH.

EXHIBIT A-130

STREET ADDRESS:

2792 BRADY WAY, LAYTON, UT, 84041

COUNTY:

DAVIS

CLIENT CODE:

UT12391

TAX PARCEL ID/APN:

12-200-0165

ALL OF LOT 165, WINDSOR MEADOWS NO, 9, LAYTON CITY, DAVIS COUNTY, UTAH, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXHIBIT A-131

STREET ADDRESS:

926 LONGLEAF DRIVE, NORTH SALT LAKE, UT, 84054

COUNTY:

DAVIS

CLIENT CODE:

UT12353

TAX PARCEL ID/APN:

01-320-0824

ALL OF LOT 824, FOXBORO PLAT 8, NORTH SALT LAKE CITY, DAVIS COUNTY, UTAH, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXHIBIT A-132

STREET ADDRESS:

1235 SOUTH PRINCE'S CIRCLE, SYRACUSE, UT, 84075

COUNTY:

DAVIS

CLIENT CODE:

UT12298

TAX PARCEL ID/APN:

12-363-0410

ALL OF LOT 410, MUIRFIELD SUBDIVISION, PHASE 4, ACCORDING TO THE OFFICIAL PLAT THEREOF, RECORDED IN THE DAVIS COUNTY RECORDER'S OFFICE, STATE OF UTAH.

EXHIBIT A-133

STREET ADDRESS:

2224 SOUTH 2685 W, SYRACUSE, UT, 84075

COUNTY:

DAVIS

CLIENT CODE:

UT12384

TAX PARCEL ID/APN:

12-552-0209

LOT 209, OUTWEST SUBDIVISION PHASE 2, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE DAVIS COUNTY RECORDER'S OFFICE, STATE OF UTAH.

EXHIBIT A-134

STREET ADDRESS:

2256 SOUTH 2685 W, SYRACUSE, UT, 84075

COUNTY:

DAVIS

CLIENT CODE:

UT12304

TAX PARCEL ID/APN:

12-552-0207

LOT 207, OUTWEST SUBDIVISION PHASE 2, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE DAVIS COUNTY RECORDER'S OFFICE, STATE OF UTAH.

EXHIBIT A-135

STREET ADDRESS:

3385 WEST 2280 S, SYRACUSE, UT, 84075

COUNTY:

DAVIS

CLIENT CODE:

UT12323

TAX PARCEL ID/APN:

12-565-0125

LOT 125, TUSCANY MEADOWS SUBDIVISION PHASE 1, SYRACUSE CITY, DAVIS COUNTY, UTAH, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXHIBIT A-136

STREET ADDRESS:

1232 WEST 2050 S, WOODS CROSS, UT, 84087

COUNTY:

DAVIS

CLIENT CODE:

UT12302

TAX PARCEL ID/APN:

06-161-0016

ALL OF LOT 16, MEADOW CROSSING SUBDIVISION, PLAT V, WOODS CROSS, DAVIS COUNTY, STATE OF UTAH, AS SHOWN BY THE OFFICIAL PLAT THEREOF, RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF DAVIS COUNTY.