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Gary W. Ott
Recorder, Salt Lake County, UT
AFFILIATED FIRST TITLE
BY: eCASH, DEPUTY - EF 21 P.

WHEN RECORDED, RETURN TO:
Utah Housing Corporation
2479 South Lake Park Boulevard
West Valley City, Utah 84120
Attn: President

AFT 7151-05

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

THIS DEED OF TRUST, SECURITY AGREEMENT AND ASSIGNMENT OF RENTS AND LEASES (the "**Deed of Trust**") is made and entered into as of the 8th day of December, 2005, by, between, and among LIBERTY METRO HOUSING PARTNERS, L.P., a Utah limited partnership whose address is 6440 South Wasatch Boulevard, Suite 100, Salt Lake City, Utah ("**Trustor**"), Affiliated First Title Insurance Agency, Inc., whose address is 309 East State Road, Suite 200, American Fork, Utah 84003 ("**Trustee**"), in favor of UTAH HOUSING CORPORATION, whose address is 2479 South Lake Park Boulevard, West Valley City, Utah 84120 ("**Beneficiary**" or "**Lender**").

RECITALS

A. Beneficiary has made a loan (the "**Loan**") to Trustor in the amount of Two Million One Hundred Thousand Dollars (\$2,100,000.00) pursuant to a Loan Agreement of even date herewith, between Trustor and Beneficiary (the "**Loan Agreement**"). The Loan is evidenced by a Promissory Note of even date herewith in the principal amount of One Million Nine Hundred Thousand Dollars (\$1,900,000.00) and by a Promissory Note of even date herewith in the principal amount of Two Hundred Thousand Dollars (\$200,000.00) (collectively, the "**Notes**"). The Loan Agreement, the Notes and the Deed of Trust, together with any other documents evidencing or securing the Loan are herein after referred to as the "**Loan Documents**."

B. Beneficiary desires to secure the performance of Trustor's obligations under the Notes.

AGREEMENT

Upon the terms, covenants and conditions set forth in this Deed of Trust and in consideration of the Loan made to Trustor pursuant to the Notes and the Loan Agreement, and in consideration of the agreement of Beneficiary to make the Loan, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto agree as follows:

1. GRANT AND CONVEYANCE.

1.1. **General Grant.** Trustor hereby grants, bargains, sells, conveys, warrants, and transfers to Trustee in trust, for the benefit of Beneficiary, with power of sale, the following described real property (hereinafter the "**Real Property**"):

(a) **Real Property.** All right, title, interest and estate of Trustor in and to that certain real property located in Salt Lake County, State of Utah (hereinafter the "**Property**") as more particularly described in Exhibit A attached hereto and incorporated herein by this reference.

(b) **Buildings, Improvements and Interests.** All right, title, interest and estate of Trustor now owned or hereafter acquired, in and to: (i) All buildings, improvements, works, structures, facilities and fixtures, including, but not limited to, all plumbing, heating and electrical systems, water heaters, air conditioning units, sewage systems, all pipes, conduits, wiring, and all interior wall, floor, window and ceiling treatments and coverings including but not limited to any carpeting, tile, paneling, drapery or blinds, and any future additions to, and improvements and betterments now or hereafter constructed upon, and all renewals and replacements of, any of the foregoing, which are now or hereafter shall be constructed or affixed or constructively affixed to the Property, or to any portion of the Property (hereinafter the "**Improvements**"); (ii) All easements, licenses, streets, ways, alleys, roads, streets, passages, rights-of-way, minerals, oil, gas and other hydrocarbon substances, development rights, air rights, water, water courses, water rights, and water stock (whether now owned or hereafter acquired by Trustor and whether arising by virtue of land ownership, contract or otherwise), of any kind and nature, relating to or in any way appurtenant or appertaining to the Property or to any portion of the Property.

(c) **Tenements, Hereditaments.** All right, title, interest, and estate of Trustor in and to all of the tenements, hereditaments, rights, privileges, and appurtenances belonging, relating, or in any way appertaining to any of the Property or the Improvements, or any portion of the Property or the Improvements, or which shall hereafter in any way belong, relate, or in any way appertain thereto, whether now owned or hereafter acquired, and the reversion and reversions, remainder and remainders, and estates, rights, titles, interests, possessions, claims, and demands of every nature whatsoever, at law or in equity, which Trustor may have or may hereafter acquire in and to the Property, the Improvements, or any portion thereof.

(d) **Leases, Rents, Issues, Etc.** All right, title, interest and estate of Trustor in and to all leases and subleases of all or any portion of the Property or the Improvements now or hereafter existing or entered into, and all lease agreements and documents evidencing the same; and all right, title and interest of Trustor thereunder, including without limitation, all rents, subrents, issues, royalties, security deposits, income and profits of and from the Property, the Improvements, or any portion thereof.

1.2. **Security Interest.** Trustor hereby grants to Beneficiary a security interest in the following described property (hereinafter collectively the "**Personalty**"), whether now or hereafter existing, and in which Trustor now has or hereafter obtains any right, title, estate or interest:

(a) Tangible Personal Property. All right, title, interest, and estate of Trustor, now owned or hereafter acquired, in and to, and all proceeds from: (i) All goods, inventory, specifically including, without limitation, materials, furnishings and supplies delivered to the Property for incorporation of use in any construction, renovation, operation or maintenance of the Property or the Improvements, supplies, furnishings, construction materials, equipment, vehicles, machinery, appliances, including attached and unattached appliances, and other tangible personal property and fixtures located in or upon the Property or the Improvements and used or useable in connection therewith, or to be used in the construction, reconstruction, remodeling, or repair of any of the Improvements now or hereafter located upon the Property; (ii) All architectural, development, construction and construction cost guarantee contracts entered into in connection with the improvement of the Property, all plans and specifications and building permits relating to the construction, development, ownership or maintenance of the Property or the Improvements; and (iii) All parts, accessories, and accessions to each and all of the foregoing and all renewals and replacements thereof.

(b) Permits, Names, Rights, Etc. All right, title interest and estate of Trustor now owned or hereafter acquired in and to: (i) All contracts, permits, franchises, privileges, grants, consents, licenses, authorizations, and approvals heretofore or hereafter granted by the United States, by the State of Utah or by any departments or agencies thereof or any other governmental or public bodies, agencies or authorities, to or for the benefit of Trustor and utilized in connection with the Property and the Improvements thereon or to be constructed thereon, to the extent the same are transferable and subject to all terms, covenants and conditions thereof and to applicable law; (ii) All names under or by which the Property or any of the Improvements may at any time be operated or known, and all rights to carry on business under any such names or any variant thereof, and all trademarks and goodwill in any way relating to Trustor's ownership and operation of the Property; (iii) All contracts, contract rights, water stock arising in connection with Trustor's ownership, general intangibles, legal or equitable claims, judgments, and awards now or hereafter accruing to the benefit of Trustor by reason of Trustor's ownership or use of the Property and the Improvements, specifically including, without limitation, all architectural, development and construction contracts, and all construction cost guarantee contracts relating to the Property or the Improvements; (iv) All shares of stock, partnership interests, or other evidence of ownership of any part of the Property or the Improvements that is owned by Trustor in common with others; and (v) All documents and rights of membership in any owners' or members' association or similar group having responsibility for managing or operating any part of the Property.

(c) Awards. All right, title, interest and estate of Trustor in and to: (i) All awards made for the taking by eminent domain or by any proceeding or purchase in lieu thereof of the Property or any portion of the Property, the Improvements or any portion of the Improvements, or of any other Improvements now or hereafter situate thereon or any estate or easement in the Property (including any awards for change of grade of streets); (ii) The proceeds of insurance paid on account of any partial or total destruction of the Improvements or any portion thereof; and (iii) All causes of action and recoveries for any loss or diminution in the value of the Property or the Improvements.

(d) Reserves and Maintenance Funds. All right, title, interest and estate of Trustor in and to all reserve and maintenance funds and accounts established by Trustor (whether

or not required by Beneficiary or any other lender, and whether for replacement of capital items or general maintenance purposes or otherwise).

1.3. Security Agreement. This Deed of Trust constitutes a Security Agreement with respect to the Personalty, and Beneficiary shall have all of the rights and remedies of a secured party under the Utah Uniform Commercial Code as well as all other rights and remedies available at law or in equity.

1.4. Trust Estate. The Real Property and the Personalty are sometimes hereinafter collectively referred to as the "***Trust Estate***."

1.5. This Deed of Trust is subject to the provisions of Internal Revenue Code Section 42(h)(6)(E).

2. OBLIGATION SECURED.

2.1. Obligations. This Deed of Trust is given for the purpose of securing the following obligations (hereinafter collectively referred to as the "***Obligations***") of Trustor:

(a) The payment and performance of each and every obligation of Trustor evidenced by the Notes, including without limitation, the payment of principal and interest thereunder,

(b) The payment and performance of each and every agreement and obligation of Trustor under this Deed of Trust and under any other instrument given to further evidence or secure the payment and performance of any obligations secured by this Deed of Trust;

(c) The payment and performance of each and every agreement and obligation of Trustor under the Loan Agreement and under any other instrument given to further evidence or secure the payment and performance of any obligations secured by the Loan Agreement;

(d) The payment of all sums expended and advanced by Trustee or Beneficiary pursuant to the terms of this Deed of Trust, together with interest thereon as provided in this Deed of Trust;

(e) The payment and performance of any other note or obligation reciting that it is secured by this Deed of Trust; and

(f) Any extensions, renewals or modifications of, or additional advances under the Notes, or any of the obligations evidenced by the Notes, regardless of the extent of or the subject matter of any such extension, renewal, modification or additional advance.

2.2. Due Date of Obligations. The Obligations secured by this Deed of Trust shall continue from the date of the Notes until the maturity thereof, unless sooner paid, satisfied, called due, terminated or extended pursuant to the terms of the Notes, or this Deed of Trust, or unless Beneficiary accelerates all payments required to be made under the terms of the Notes and declares the entire unpaid principal and accrued but unpaid interest immediately due and payable as provided in the Notes.

2.3. Nonrecourse. Notwithstanding anything in the Notes or this Deed of Trust to the contrary, the sole recourse and remedy accruing to Lender in the Event of Default shall be the right to foreclose the lien upon the Trust Estate, in order to pay and discharge any amount of the principal, interest or other charges due under the Loan Documents; and notwithstanding the provisions in any Loan Document, neither Lender nor any other owner or holder of the Notes shall have the right to seek, obtain or enforce a judgment against Borrower or its successors or assigns, under the Loan Documents or the lien created thereby for any deficiency remaining after any such foreclosure.

3. REPRESENTATIONS AND WARRANTIES.

3.1. Property. Trustor represents and warrants to Beneficiary as follows:

(a) Trustor is the owner of fee simple marketable title in and to the Property and the Improvements, subject to the Permitted Encumbrances (as defined in the Loan Agreement);

(b) Trustor shall defend title to the Property and the Improvements against all claims and demands whatsoever;

(c) Except for the Permitted Encumbrances, the Property and the Improvements are free and clear of and from any and all liens, claims, encumbrances, restrictions, encroachments and interests whatsoever, in favor of any third party; and

3.2. Personalty. Trustor represents and warrants to Beneficiary as follows:

(a) Trustor is the owner, or upon acquisition thereof, will be the owner of the personal property listed or referred to in the Granting Clauses of this Deed of Trust (the "**Personalty**");

(b) Except for the Permitted Encumbrances, the Personalty is, or upon acquisition thereof by Trustor, will be free and clear of all liens, claims, encumbrances, restrictions, charges, and security interests in favor of any third party; and

(c) Trustor shall defend the Personalty and take such other action as is necessary to remove any lien, claim, encumbrance, restrictions, charge or security interest in or to the Personalty.

4. MAINTENANCE OF TRUST ESTATE.

Trustor shall (a) maintain the Trust Estate at all times in good condition and repair; (b) not commit any waste of the Trust Estate, or remove, damage, demolish, or structurally alter any of the Improvements without the consent of Beneficiary, such consent not to be unreasonably withheld; (c) complete promptly and in good and workmanlike manner any building, fixture, or improvement on the Property, or any portion of the Property, which may for any reason be constructed; (d) except to the extent that insurance proceeds are applied by Beneficiary to the satisfaction of the obligations in accordance with the provisions of Section 5, restore promptly and in good and workmanlike manner any of the Improvements or any portion thereof, which

may for any reason be damaged or destroyed; (e) comply at all times with all laws, ordinances, regulations, covenants and restrictions in any manner affecting the Trust Estate; (f) not commit or permit any act upon the Trust Estate in violation of law; (g) do all acts which by reason of the character or use of the Trust Estate may be reasonably necessary to maintain and care for the same, the specific enumeration herein not excluding the general. The preceding shall not prohibit the ordinary use of Hazardous Materials (as defined in the Loan Agreement) normally used in the construction, operation, occupancy or maintenance of properties similar to the Project, provided the amount of such Hazardous Materials does not exceed the quantity necessary for the normal construction, operation, occupancy and maintenance of the Project in the ordinary course of business and the use, storage and disposal of such Hazardous Materials strictly complies with all applicable environmental laws. Notwithstanding the foregoing, it shall not be waste if the Borrower does not restore or repair the Improvements after a destruction, damage or partial condemnation notwithstanding the availability of the insurance or condemnation proceeds.

5. INSURANCE.

5.1. Insurance. Trustor shall secure and at all times maintain and promptly pay when due all premiums for the insurance required under the Loan Agreement.

5.2. Occurrence and Notice of Casualty. In the event of loss or damage to the Trust Estate, or any portion of the Trust Estate, Trustor shall immediately give notice thereof to Beneficiary. Beneficiary may, but without any obligation to do so, make proof of loss, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Beneficiary. The insurance proceeds or any part thereof shall be deemed part of the security for the Obligations and shall, at the election of Beneficiary, be applied either to restore or repair the portion of the Trust Estate damaged, or to reduce the indebtedness secured by this Deed of Trust (whether or not then due and payable). Except to the extent that insurance proceeds are received by Beneficiary and applied to the indebtedness secured by this Deed of Trust, nothing herein contained shall be deemed to excuse Trustor from repairing or maintaining the Trust Estate as provided in Article III of this Deed of Trust or restoring all damage or destruction to the Trust Estate, regardless of whether or not there are insurance proceeds available or whether any such proceeds are sufficient in amount. The application or release by Beneficiary of any insurance proceeds shall not cure or waive any default or notice of default under this Deed of Trust or invalidate any act done pursuant to such notice.

5.3. Disposition of Policies on Foreclosure. In the event Beneficiary exercises the power of sale provisions of this Deed of Trust or makes any other transfer of title or assignment of the Trust Estate in extinguishment in whole or in part of the Obligations, all right, title and interest of Trustor in and to policies of insurance required by Section 5.1 shall inure to the benefit of and pass to the successor in interest of Trustor or the purchaser or grantee of the Trust Estate.

6. INDEMNIFICATION AND OFF-SET.

6.1. Indemnification. Trustor hereby indemnifies and holds Beneficiary harmless in accordance with the following:

(a) General Indemnification. Trustor shall indemnify and hold Beneficiary harmless from any and all losses, damages, claims, causes of action, suits, debts, obligations, or liabilities which arise from or are related to, the Notes, the Loan Agreement, this Deed of Trust, any other Loan Documents evidencing or securing the Notes, or the use or occupation of the Trust Estate, or any part thereof, or the Property. If Beneficiary commences an action against Trustor to enforce any of the terms, covenants or conditions of this Deed of Trust or because of the breach by Trustor of any of the terms, covenants, or conditions, or for the recovery of any sum secured hereby, Trustor shall pay to Beneficiary reasonable attorneys fees and costs actually incurred by Beneficiary. The right to such attorneys fees and costs shall be deemed to have accrued on the commencement of such action, and shall be enforceable whether or not such action is prosecuted to judgment. If Trustor breaches any term, covenant or condition of this Deed of Trust, Beneficiary may employ an attorney or attorneys to protect Beneficiary's rights hereunder and in the event of such employment following any breach of Trustor, Trustor shall pay Beneficiary reasonable attorneys fees and costs actually incurred by Beneficiary, whether or not action is actually commenced against Trustor by reason of such material breach.

(b) Mechanics Liens. If Beneficiary is held liable or could be held liable for, or is subject to any losses, damages, costs, charges or expenses, directly or indirectly on account of any claims for work, labor, or material furnished in connection with or arising from the construction of any building, fixture and improvements, then Trustor shall indemnify, defend and hold Beneficiary harmless from all liability or expense arising therefrom including reasonable attorneys fees and costs.

6.2. Off-Set. All sums payable by Trustor under the Notes and this Deed of Trust shall be paid without notices, except as otherwise provided in the Loan Documents, demand, counterclaim, set-off, deduction or defense and without abatement, suspension, deferment, diminution or reduction. The Obligations and liabilities of Trustor hereunder shall in no way be released, discharged or otherwise affected (except as expressly provided herein) by reason of: (a) any damage to or destruction of, or any condemnation or similar taking of the Trust Estate or any part thereof; (b) any destruction or prevention of or interference with any use of the Trust Estate or any part thereof; (c) any title defect or encumbrance or any eviction from the Trust Estate or any part thereof by title paramount or otherwise; (d) any bankruptcy, insolvency, reorganization, composition, adjustment, dissolution, liquidation or other like proceeding relating to Beneficiary, or any action taken with respect to this Deed of Trust by any trustee or receiver of Beneficiary, or by any court, in any such proceeding; (e) any claim which Trustor has or might have against Beneficiary; (f) any default or failure on the part of Beneficiary to perform or comply with any of the terms, covenants or conditions of this Deed of Trust or of any other agreement with Trustor; or (g) any other occurrence whatsoever, whether similar or dissimilar to the foregoing.

6.3. These indemnification provisions are not intended to and do not limit, negate, modify, nullify, or change the nonrecourse provisions of this Agreement or any other agreement, document, instrument, certificate or covenant executed by Borrower.

7. TAXES AND IMPOSITIONS.

7.1. Payment of Taxes and Impositions. Trustor shall pay, prior to delinquency, all real property taxes and assessments, general and special, and all other taxes, assessments and other governmental, municipal, or other charges or impositions of any kind or nature whatsoever (including without limitation, charges and assessments on water or water stocks used on or with the Property and levies or charges resulting from covenants, conditions and restrictions affecting the Trust Estate) which are assessed or imposed upon the Trust Estate, or become due and payable, and which create, may create, or appear to create, a lien upon the Trust Estate or any portion of the Trust Estate, or upon any equipment or other facility used in the construction, operation or maintenance of the Trust Estate (all of which taxes, assessments and other governmental charges of like nature are hereinafter referred to as "Impositions"); provided, however, that if, by law, any such Imposition is payable, or may at the election of the taxpayer be paid in installments, Trustor may pay the same together with any accrued interest on the unpaid balance of such Imposition in installments as the same become due and before any fine, penalty, interest or cost may be added thereto for the nonpayment of any such installment and interest.

7.2. Evidence of Payment. Trustor shall furnish Beneficiary, within thirty (30) days after the date upon which such Imposition is due and payable by Trustor, official receipts of the appropriate taxing authority, or other proof satisfactory to Beneficiary, evidencing the payments thereof.

7.3. Right to Contest. Trustor shall have the right before any delinquency occurs to contest or object to the amount or validity of any Imposition by appropriate legal proceedings, but such contest shall not be deemed or construed in any way as relieving, modifying or extending Trustor's covenant to pay any such Imposition at the time and in the manner provided in Section 7.1, unless Trustor has given prior written notice to Beneficiary of Trustor's intent to so contest or object to an Imposition, and unless, at Beneficiary's option, (a) Trustor shall demonstrate to Beneficiary's satisfaction that the legal proceedings shall conclusively operate to prevent the sale of the Trust Estate, or any part thereof, to satisfy such Imposition prior to final determination of such proceedings; or (b) Trustor shall furnish a good and sufficient undertaking and sureties as may be required or permitted by law to accomplish a stay of such proceedings.

7.4. Tax on Deed of Trust. If at any time after the date hereof there shall be assessed or imposed (a) a tax or assessment on the Trust Estate in lieu of or in addition to the Impositions payable by Trustor, or (b) a license fee, tax or assessment imposed on Beneficiary and measured by or based in whole or in part upon the amount of the outstanding Obligations or upon payments on the Notes (whether principal or interest), then all such taxes, assessments and fees shall be deemed to be included within the term "Impositions" as defined in Section 7.1 of this Deed of Trust, and Trustor shall pay and discharge the same as herein provided with respect to the payment of Impositions. Trustor shall have no obligation to pay any franchise, income, excess profits or similar tax levied on Beneficiary or on the obligation secured hereby.

8. ADDITIONAL COVENANTS.

8.1. No Further Encumbrances. Except as otherwise provided in the Loan Agreement, as an express condition of Beneficiary making the loan secured by this Deed of Trust, Trustor

shall not further encumber, pledge, mortgage, hypothecate, place any lien, charge or claim upon, or otherwise give as security the Trust Estate or any interest therein nor cause or allow by operation of law the encumbrance of the Trust Estate or any interest therein without the written consent of Beneficiary even though such encumbrance may be junior to the encumbrance created by this Deed of Trust. Encumbrance of the Trust Estate contrary to the provisions of this Section 8.1 without the express written consent of Beneficiary, shall constitute a default under this Deed of Trust and at Beneficiary's option, Beneficiary may declare the entire balance of principal and interest immediately due and payable, whether the same be created by trustor or an unaffiliated third party asserting a judgment lien, mechanic's or materialmen's lien or any other type of encumbrance or title defect.

8.2. Due on Sale. Except as otherwise provided in the Loan Agreement or in Section 8.3 below, Trustor shall not sell, convey, lease or otherwise transfer the Trust Estate without the prior written consent of Beneficiary. If the Trust Estate, or any part thereof, or any interest therein, is sold, conveyed or otherwise transferred without the prior written consent of Beneficiary, or if Trustor be divested of title to the Trust Estate in any manner, whether voluntarily or involuntarily, then the full principal indebtedness of the Notes and the other Obligations, at the option of Beneficiary and without demand or notice, shall immediately become due and payable. It is expressly acknowledged and agreed that the transfer of more than ten percent (10%) of the capital stock of Trustor, or ten percent (10%) of the partnership interests in Trustor, or ten percent (10%) of the membership interests in Trustor, as the case may be, shall constitute a transfer of the entire Trust Estate within the meaning of this Section 8.2.

8.3. Provisions for Benefit of the Limited Partner.

(a) Transfer of limited partnership interests.

For the purposes of any Loan Document, the following shall be applicable:

(1) **"Approved Transfer"** shall mean a Transfer (as hereinafter defined) to an Approved Transferee.

(2) **"Approved Transferee"** shall mean a Transferee (as hereinafter defined) to whom a Transfer (as hereinafter defined) is made if (a) such Transferee is either (i) Multi-Housing Investments, LLC, Simpson Housing Limited Partnership, Simpson Housing Solutions, LLC (each a **"Simpson Entity"** and collectively, **"Simpson Entities"**), or (ii) is an entity which has a Simpson Entity as a general partner, managing member or controlling shareholder, or (iii) any of which entity's partners, members or controlling shareholders has as its general partner, managing member or controlling shareholder a Simpson Entity or an entity in which a Simpson Entity or Simpson Entities is a "controlling person" (as defined in Section 20(a) of the Securities Exchange Act of 1934, as amended), (b) such Transferee is a lender to any Simpson Entity.

(3) **"Transfer"** shall mean each voluntary or involuntary sale, assignment, pledge, hypothecation, gift, transfer or disposition of any limited partnership interest of Borrower or any interest in Borrower's limited partner to,

and the subsequent admission of, the Transferee (as hereinafter defined) as a partner or member of the Borrower or the Borrower's limited partner and all subsequent Transfers by any Transferee.

(4) **"Transferee"** shall mean the person or entity to whom a Transfer is made.

Notwithstanding the terms of any provision of any Loan Document, Lender shall not be entitled to collect nor shall Borrower or any other person or entity be required to pay any fee, cost or expense, give written notice to Lender of, or obtain Lender's prior consent to an Approved Transfer.

(b) Replacement of Borrower's General Partner. Notwithstanding the terms of Section 8.2 or any other provision hereof or any provision of any Loan Document, neither Lender's consent to nor the payment of fees, costs and expenses in connection with the removal and replacement of Borrower's general partner shall be required provided that the removed general partner is replaced by an Affiliate (as hereinafter defined) of Borrower's existing limited partner. For the purposes of this subsection (b), the term "Affiliate" shall mean Multi-Housing Investments, LLC, Simpson Housing Limited Partnership, Simpson Housing Solutions, LLC (each a "Simpson Entity" and collectively, "Simpson Entities") or any entity in which a Simpson Entity or Simpson Entities is a "controlling person" (as defined in Section 20(a) of the Securities Exchange Act of 1934, as amended) or in which a Simpson Entity or Simpson Entities is the general partner, managing member or limited partner or investor member owning more than 49% of the limited partner or membership interests in such limited partnership or limited liability company, as the case may be.

(c) Amendment of Borrower's Partnership Agreement. Borrower may amend its Partnership Agreement from time to time, without securing Lender's consent to: (i) correct scrivener's errors; (ii) make such agreement consistent with other provisions of the Loan Documents; (iii) bring such agreement into compliance with the requirements of the Utah Housing Corporation or any successor agency or Section 42 of the Internal Revenue Code of 1986, as amended; (iii) comply with the decision of any court of competent jurisdiction; (iv) vary the allocation of items of profit, loss, credit and deduction; (v) effect changes required to comply with other provisions of the Loan Documents as such may be modified; (vi) effect changes in the Borrower's partners; and (vii) make other changes which do not affect the enforceability of the Loan Documents, the liability of the signatories thereto or otherwise violate any provision of the Loan Documents

8.4. Compliance With Laws. Trustor shall comply with all laws, ordinances, regulations, easement agreements, covenants, conditions, and restrictions (including laws relating to hazardous wastes and/or protection of the environment) affecting the Trust Estate. Trustor shall not cause, permit nor suffer any violation of any of the foregoing and shall pay all response costs, fees, or charges of any kind in connection therewith and defend, indemnify, and hold harmless Beneficiary with respect thereto. These indemnification provisions are not intended to and do not limit, negate, modify, nullify, or change the nonrecourse provisions of this Agreement or any other agreement, document, instrument, certificate or covenant executed by Borrower.

8.5. Financial Statements. Trustor shall keep adequate books and records of account of the Trust Estate and its own financial affairs sufficient to permit the preparation of financial statements therefrom in accordance with generally accepted accounting principles. Beneficiary shall have the right to examine, copy and audit Trustor's records and books of account at all reasonable times. Trustor shall furnish to Beneficiary copies of its financial statements and other financial information satisfactory to Beneficiary at the time and in the manner provided in the Loan Agreement.

8.6. Inspections. Beneficiary, and its agents, representatives and employees, are authorized, but not obligated, to enter at any reasonable time upon the Real Property for the purpose of inspecting the same, and for the purpose of performing any of the acts it or Trustor is authorized to perform under the terms of this Deed of Trust or any other Loan Document.

8.7. Payment of Utilities. Trustor shall pay when due all utility charges incurred by Trustor for the benefit of the Trust Estate or which may become a charge or lien against the Trust Estate for gas, electricity, water or sewer services furnished to the Trust Estate and all assessments or charges of a similar nature, whether public or private, affecting the Trust Estate or any portion thereof, whether or not such assessments or charges are liens thereon.

8.8. Defense of Title. Trustor has and shall preserve good and marketable fee title to the Trust Estate free of all liens, claims, charges, security interests, encumbrances, easements or restrictions other than the Permitted Encumbrances. Except as provided otherwise in Section 7.3 and with the exception of the Permitted Encumbrances, Trustor shall promptly discharge any lien which has, or may have, priority over or equality with the lien created by this Deed of Trust. Trustor shall appear in and defend any action or proceeding purporting to affect the security hereof, the Trust Estate, or the rights or powers of Beneficiary or Trustee. Should Beneficiary elect to appear in or defend any such action or proceeding, Trustor shall pay all costs and expenses, including costs of evidence of title and reasonable attorney fees and costs, incurred by Beneficiary or Trustee.

8.9. Repayment of Advances. Trustor shall immediately repay to Beneficiary sums, with interest thereon as provided in the Notes, which at any time may be paid or advanced by Beneficiary for the payment of insurance premiums, taxes, assessments, other governmental, municipal, or other charges or impositions, title searches, title reports or abstracts, and any other advances made by Beneficiary which are reasonably necessary or desirable to maintain this Deed of Trust as a prior, valid, and subsisting lien upon the Trust Estate, to preserve and protect Beneficiary's interest in this Deed of Trust, or to preserve, repair, or maintain the Trust Estate. All such advances shall be wholly optional on the part of Beneficiary, and Trustor's obligation to repay the same, with interest, to Beneficiary shall be secured by the lien of this Deed of Trust.

8.10. No Removal of Fixtures. Trustor shall not, during the existence of this Deed of Trust and without the written consent of Beneficiary, remove from the Property or the Improvements, any fixture, structure, or other improvement at any time affixed or constructively affixed to the Property or the Improvements or any portion thereof, or any Personalty, except in the ordinary course of Trustor's business.

8.11. Further Assurance. Trustor shall execute and deliver to Beneficiary such further instruments, including without limitation Uniform Commercial Code Financing Statements and Continuation Statements, and do such further acts as may be necessary or as may be reasonably required by Beneficiary to carry out more effectively the purposes of this Deed of Trust and to subject to the lien and mortgage created or intended to be created hereby any property, rights, or interests covered or intended to be covered by this Deed of Trust. Trustor authorizes (to the extent such authorization is valid under applicable law) Beneficiary to execute and file, without Trustor's signature, such Uniform Commercial Code Financing Statements and Continuation Statements as Beneficiary may deem necessary in order to perfect, or continue the perfection, of the security interests created by this Deed of Trust.

8.12. Attornment. All future lease agreements entered into by Trustor, as landlord, which pertain to the Property or the Improvements, or any portion thereof, shall contain a covenant on the part of the tenant thereunder, enforceable by Beneficiary, obligating such tenant upon request of Beneficiary, to attorn to and become a tenant of Beneficiary, or any purchaser from Trustee or through foreclosure of this Deed of Trust, for the unexpired term of, and subject to the terms and conditions of such future lease agreements.

8.13. Evidence of Title. Trustor shall deliver to, pay for and maintain with Beneficiary until the indebtedness secured hereby is paid in full, such evidence of title as Beneficiary may require, including abstracts of title or policies of title insurance and any extensions or renewals thereof or supplements thereof.

9. CONDEMNATION AWARDS.

If the Trust Estate or any portion thereof should be taken or damaged by reason of any public improvement or condemnation proceeding, or in any purchase in lieu thereof, Beneficiary shall be entitled to all compensation, awards, and other payments or relief therefor, and shall be entitled at Beneficiary's option to commence, appear in, and prosecute in Beneficiary's own name any action or proceeding, and to make any compromise or settlement, in connection with such taking. Trustor shall promptly give notice to Beneficiary of any condemnation proceeding or any taking for public improvement. All such compensation, awards, damages, causes of action, proceeds, or other payments are hereby assigned to Beneficiary, which may, after deducting therefrom all costs and expenses (regardless of the particular nature thereof and whether incurred with or without suit or before or after judgment), including reasonable attorney fees, incurred by Beneficiary in connection with such compensation, awards, damages, rights of action, proceeds, or other payments, release any and all moneys so received by Beneficiary or apply the same, or any portion thereof, on any of the Obligations (whether or not then due) secured by this Deed of Trust. Beneficiary shall have no obligation to apply proceeds of condemnation to restore or repair damage to the Trust Estate regardless of whether such taking has a significant adverse impact on the operation of the remaining portion of the Trust Estate. Trustor shall execute and deliver to Beneficiary such further assignments of such compensation, awards, damages, causes of action, proceeds, or other payments as Beneficiary may from time to time require.

10. ASSIGNMENT OF RENTS AND INCOME.

10.1. Assignment. Trustor hereby assigns, transfers, and conveys to Beneficiary during the term of this Deed of Trust, any and all rents, subrents, issues, royalties, income, and profits of and from the Trust Estate. Until the occurrence of an Event of Default (as hereinafter defined), Trustor may collect and use all such rents, subrents, issues, royalties, income, and profits which become payable prior to default. Upon the occurrence of an Event of Default hereunder and upon Beneficiary's election to collect the rents, subrents, issues, royalties, income and profits as hereinafter provided, Trustor's right to collect and use any of such proceeds shall cease, and Beneficiary shall have the right, with or without taking possession of the Trust Estate, and either in person, by agent, or through a court-appointed receiver (Trustor hereby consents to the appointment of Beneficiary or Beneficiary's designee as such receiver), to sue for or otherwise collect all such rents, subrents, issues, royalties, income, and profits, including those past due and unpaid. Any sums so collected, after the deduction of all costs and expenses of operation and collection (regardless of the particular nature thereof and whether incurred with or without suit or before or after judgment), including reasonable attorney fees, shall be applied toward the payment of the Obligations. Such right of collection and use of such proceeds by Beneficiary shall obtain both before and after the exercise of the power of sale provisions of this Deed of Trust, the foreclosure of this Deed of Trust and throughout any period of redemption. The rights granted under this Section 10.1 shall in no way be dependent upon and shall apply without regard to whether all or a portion of the Trust Estate is in danger of being lost, removed, or materially injured, or whether the Trust Estate or any other security is adequate to discharge the obligations secured by this Deed of Trust. Beneficiary's failure or discontinuance at any time to collect any of such proceeds shall not in any manner affect the right, power, and authority of Beneficiary thereafter to collect the same. Neither any provision contained herein, nor the Beneficiary's exercise of Beneficiary's right to collect such proceeds, shall be, or be construed to be, an affirmation by Beneficiary of any tenancy, lease, sublease, option, or other interest in the Trust Estate, or an assumption of liability under, or a subordination of the lien or charge of this Deed of Trust to, any tenancy, lease, sublease, option, or other interest in the Trust Estate. All tenants, lessees, sublessees and other persons which have any obligation to make any payment to Trustor in connection with the Trust Estate or any portion thereof are hereby authorized and directed to pay the rents, subrents, issues, royalties, income, and profits payable by them with respect to the Trust Estate, or any part thereof, directly to Beneficiary on the demand of Beneficiary. Beneficiary's receipt of such rents, subrents, issues, royalties, income, and profits shall be a good and sufficient discharge of the obligation of the tenant, lessee, sublessee, or other person concerned to make the payment connected with the amount so received by the Beneficiary. When all of the Obligations have been fully satisfied and such satisfaction is evidenced by a recorded deed of reconveyance of this Deed of Trust, this Assignment shall no longer be of effect and shall be void.

10.2. No Waiver of Rights by Collection of Proceeds. The entering upon and taking possession of the Trust Estate or any portion of the Trust Estate or the collection of rents, subrents, issues, royalties, income, profits, proceeds of fire and other insurance policies, or compensation or awards for any taking or damaging of the Trust Estate, or the application or release thereof as aforesaid, shall not cure or waive any Event of Default or notice of default hereunder, shall not invalidate any act done pursuant to such notice of default, and shall not

operate to postpone or suspend the obligation to make, or have the effect of altering the size of any scheduled installments provided for in any of the Obligations secured by this Deed of Trust.

10.3. Indemnification. Trustor shall indemnify and hold Beneficiary harmless from and against all claims, demands, judgments, liabilities, actions, costs, and fees (including reasonable attorney fees) arising from or related to receipt by Beneficiary of the rents, subrents, issues, royalties, income and profit from the Trust Estate or any portion of the Trust Estate, except those liabilities arising from Beneficiary's own negligence.

These indemnification provisions are not intended to and do not limit, negate, modify, nullify, or change the nonrecourse provisions of this Agreement or any other agreement, document, instrument, certificate or covenant executed by Borrower.

11. ASSIGNMENT OF LEASES.

Trustor hereby assigns to Beneficiary all rights and interest of Trustor, if any, to all lease agreements entered into by Trustor as lessee for the acquisition of furnishings, equipment and inventory for use on or in connection with the Trust Estate, or any portion of the Trust Estate. This assignment shall be effective immediately upon the occurrence of an Event of Default. Trustor hereby irrevocably appoints Beneficiary as Trustor's true and lawful attorney-in-fact to execute, acknowledge and deliver any documents or instruments and to perform any act in the name of Trustor necessary to continue such leases in full force and effect. In addition, Beneficiary shall have the right but not the obligation, on behalf of Trustor and at Trustor's cost and expense, to enter into additional leases, or modify or renew existing leases, upon such terms and conditions as Beneficiary, in Beneficiary's sole discretion deems necessary or appropriate.

12. EVENTS OF DEFAULT AND REMEDIES.

12.1. Acceleration; Notice. Time is of the essence hereof. Upon the occurrence of any Event of Default (as defined in the Loan Agreement) at Beneficiary's option and in addition to any other remedy Beneficiary may have under the Notes, Beneficiary may declare all sums secured hereby immediately due and payable and elect to have the Trust Estate sold in the manner provided herein. In the event Beneficiary elects to sell the Trust Estate, Beneficiary may cause Trustee to execute a written notice of default and of election to cause the Trust Estate to be sold to satisfy the obligations hereof, and Trustee shall file such notice for record in the office of the County Recorder of the County wherein the Trust Estate is located. Beneficiary shall also deposit with Trustee the Notes and all documents evidencing expenditures secured by this Deed of Trust.

12.2. Exercise of Power of Sale. After the lapse of such time as may then be required by law following the recordation of the notice of default, and notice of default and notice of sale having been given as then required by law, Trustee, without demand on Trustor, shall sell the Trust Estate on the date and at the time and place designated in the notice of sale, either as a whole or in separate parcels, and in such order as Beneficiary may determine (but subject to any statutory right of Trustor to direct the order in which such property, if consisting of several known lots or parcels, shall be sold), at public auction to the highest bidder, the purchase price payable in lawful money of the United States at the time of sale. The person conducting the sale

may, for any cause deemed expedient, postpone the sale from time to time until it shall be completed and, in every such case, notice of postponement shall be given by public declaration thereof by such person at the time and place last appointed for the sale; provided, if the sale is postponed for longer than seventy-two (72) hours beyond the date designated in the notice of sale, notice of the time, date and place of sale shall be given in the same manner as the original notice of sale. Trustee shall execute and deliver to the purchaser a Trustee's Deed conveying the Property so sold, but without any covenant of warranty, express or implied. The recitals in the Trustee's Deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Beneficiary, may bid at the sale. Trustee shall apply the proceeds of the sale to payment of (a) the costs and expenses of exercising the power of sale and of the sale, including the payment of the Trustee's and attorney's fees and costs; (b) cost of any evidence of title procured in connection with such sale; (c) all sums expended under the terms hereof in conjunction with any default provision hereunder, not then repaid, with accrued interest at the then current rate under the Notes; (d) all sums then secured by this Deed of Trust, including interest and principal on the Notes; and (e) the remainder, if any, to the person or persons legally entitled thereto, or Trustee, in Trustee's discretion, may deposit the balance of such proceeds with the County Clerk of the County wherein the Trust Estate is located.

12.3. Surrender of Possession. Trustor shall surrender possession of the Trust Estate to the purchaser immediately after the sale of the Trust Estate as provided in Section 12.2 above, in the event such possession has not previously been surrendered by Trustor.

12.4. UCC Remedies. Notwithstanding anything to the contrary in Sections 12.3 and 12.4, Beneficiary, with regard to all fixtures, chattels, equipment, inventory, and personal property, conveyed to Trustee under the Granting Clauses of this Deed of Trust, shall have the right to exercise, from time to time, any and all rights and remedies available to Beneficiary, as a secured party under the Uniform Commercial Code of Utah, and any and all rights and remedies available to Beneficiary under any other applicable law. Upon written demand from Beneficiary, Trustor shall, at Trustor's expense, assemble such fixtures, chattels, equipments, inventory, and personal property and make them available to Beneficiary at a reasonably convenient place designated by Beneficiary.

12.5. Foreclosure as a Mortgage. If an Event of Default occurs hereunder, Beneficiary shall have the option to foreclose this Deed of Trust in the manner provided by law for the foreclosure of mortgages on real property and Beneficiary shall be entitled to recover in such proceedings all costs and expenses incident thereto, including reasonable attorneys fees and costs in such amounts as shall be fixed by the court.

12.6. Receiver. If an Event of Default occurs, Beneficiary, as a matter of right and without regard to the then value of the Trust Estate or the interest of Trustor therein, shall have the right upon notice to Trustor to apply to any court having jurisdiction to appoint a receiver or receivers of the Trust Estate. Any such receiver or receivers shall have all the usual powers and duties of a receiver and shall continue as such and exercise all such powers until completion of the sale of the Trust Estate or the foreclosure proceeding, unless the receivership is sooner terminated.

12.7. No Remedy Exclusive. No remedy conferred upon or reserved to Beneficiary under this Deed of Trust shall be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Deed of Trust or the Notes or now or hereafter existing at law or in equity or by statute. No delay or failure to exercise any right or power accruing upon any Event of Default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

12.8. Rights upon Default. In making the loan secured by this Deed of Trust, Beneficiary has relied upon the rights available to Beneficiary under this Deed of Trust upon the occurrence of an Event of Default, including, but not limited to, the rights to accelerate the payment of any and all amounts secured by this Deed of Trust, to sell the property encumbered by this Deed of Trust pursuant to the power of sale granted hereunder, and the right to foreclose by this Deed of Trust as a mortgage. In addition to any other damages that might be recoverable by Beneficiary under the terms of this Deed of Trust, Trustor shall be liable for any damages incurred by Beneficiary because Beneficiary is, for any reason, denied the opportunity to exercise Beneficiary's rights upon the occurrence of an Event of Default, including, but not limited to, such damages as are occasioned by depreciation of the Trust Estate, loss of use of the Trust Estate by Beneficiary, and all opportunity costs incurred through the loss of use of any funds as would have been received by Beneficiary through exercise of the power of the sale or foreclosure.

12.9. Provisions for the Benefit of the Limited Partner; Cure Rights of Limited Partner; Notice to Limited Partner. Notwithstanding the other provisions of this Section 12, the following shall apply: Borrower's limited partner(s) (collectively, "Limited Partner") shall have the right but not the obligation to cure any Event of Default of Borrower under any Loan Document, and Lender agrees to accept any cure tendered by Limited Partner on behalf of Borrower within sixty (60) days after notice of Event of Default. In addition to any notice required to be given by Lender to Borrower, Lender shall give concurrent written notice of any Event of Default under the Loan Documents to Limited Partner as follows at the address set forth in Section 13 hereof. Such notice shall not constitute notice to Borrower. The notice shall specify: (i) the nature of the event or deficiency giving rise to the Event of Default, (ii) the action required to cure the event or deficiency, if an action to cure is possible and can be ascertained, and (iii) a date by which such action to cure must be taken, if applicable, which date shall in no event be less than thirty (30) calendar days from the mailing of the notice for monetary defaults or ninety (90) calendar days from the mailing of the notice for non-monetary defaults. If the cure of an Event of Default requires more than the cure period provided in this paragraph, Limited Partner shall be entitled to the same extension rights as Borrower as set forth in the Loan Agreement hereof, provided Limited Partner promptly commences to cure the Event of Default and thereafter diligently pursues or prosecutes such cure to completion, or diligently pursues the removal and replacement of the general partner of Borrower. In the event Lender fails to provide notice of an Event of Default to Limited Partner as set forth herein, Lender's failure to provide such notice to Limited Partner shall not result in liability to Lender, but Lender shall grant Limited Partner thirty (30) calendar days from receipt of actual notice of a monetary default or ninety (90) days from receipt of actual notice of a non-monetary default to pay any and all sums or perform any and all acts necessary to cure such Events of Default. Notwithstanding the foregoing, in no event shall

Limited Partner's right to cure an Event of Default extend beyond five (5) calendar days prior to Lender's foreclosure of its interest in the Real Property.

13. GENERAL PROVISIONS.

13.1. Notices. All notices and other communications required to be given under this Deed of Trust shall be given in writing and shall be delivered in person, or by registered or certified mail, postage prepaid, addressed as follows:

If to Trustor:	Liberty Metro Housing Partners, L.P. 6440 South Wasatch Boulevard, Suite 100 Salt Lake City, Utah 84121 Attn: Daniel C. Lofgren
If to Beneficiary:	Utah Housing Corporation 2479 South Lake Park Boulevard West Valley City, Utah 84120 Attn: President
If to Trustee:	Affiliated First Title Insurance Agency, Inc. 309 East State Road, Suite 200 American Fork, Utah 84003

With copy to (which shall not constitute notice to Borrower):

Limited Partner:	Multi-Housing Investments, LLC 320 Golden Shore, Suite 200 Long Beach, California 90802 Attention: Brian Gentner, General Counsel Telephone No.: (562) 256-2000 Facsimile No.: (562) 983-9715
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Such notice shall be deemed to have been given when delivered in person or upon deposit of the notice in the United States mail in the manner provided above. Any party may, by notice given hereunder, designate any further or different addresses to which subsequent notices or other communications directed to it shall be sent.

13.2. Severability. If any provision of this Deed of Trust shall be held or deemed to be or shall, in fact, be illegal, inoperative, or unenforceable, the same shall not affect any other provision or provisions contained in this Deed of Trust or render the same invalid, inoperative, or unenforceable to any extent whatever.

13.3. Amendments, Changes, and Modifications. This Deed of Trust may not be amended, changed, modified, altered, or terminated without the written consent of Beneficiary.

13.4. Governing Law. This Deed of Trust shall be governed exclusively by and construed in accordance with the applicable laws of the State of Utah.

13.5. Interpretation. Whenever the context shall include the singular, the whole shall include any part thereof, and any gender shall include both other genders. The section headings contained in this Deed of Trust are for purposes of reference only and shall not limit, expand, or otherwise affect the construction of any provisions hereof.

13.6. Binding Effect. This Deed of Trust shall be binding upon Trustor and Trustor's successors and assigns. This Deed of Trust shall inure to the benefit of Beneficiary, and Beneficiary's successors and assigns, and the holders of any of the Obligations secured hereby.

13.7. Waivers. Beneficiary's failure at any time or times hereafter to require strict performance by Trustor of any of undertakings, agreements, or covenants contained in this Deed of Trust shall not waive, affect, or diminish any right of Beneficiary hereunder to demand strict compliance and performance therewith. Any waiver by Beneficiary of any Event of Default under this Deed of Trust shall not waive or affect any other Event of Default hereunder, whether such Event of Default is prior or subsequent thereto and whether of the same or a different type. None of the undertakings, agreements, or covenants of Trustor under this Deed of Trust, shall be deemed to have been waived by Beneficiary, unless such waiver is evidenced by an instrument in writing signed by an officer of Beneficiary and directed to Trustor specifying such waiver.

13.8. Successor Trustee. Beneficiary may appoint a successor trustee at any time by filing for record in the office of the County Recorder of Salt Lake County, State of Utah, a substitution of trustee. From the time the substitution is filed for record, the new Trustee shall succeed to all the powers, duties, authority and title of Trustee. Each such substitution shall be executed and acknowledged, and notice thereof shall be given and proof thereof made in the manner provided by law.

13.9. Heirs, Successors, Etc., Definitions. This Deed of Trust shall apply to, inure to the benefit of, and bind all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. All obligations of Trustor hereunder are joint and several. The term "Beneficiary" shall mean the owner and holder, including any pledgee, of the Notes secured hereby. In this Deed of Trust, whenever the context so requires, the masculine gender includes both the feminine and neuter, and the singular number includes the plural.

13.10. Acceptance of Trust. Trustee accepts this Trust when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other deed of trust or any action or proceeding in which Trustor, Beneficiary, or Trustee shall be a party, unless brought by Trustee.

13.11. Request for Notice. Trustor requests that a copy of any notice of default and of any notice of sale hereunder be mailed to Trustor at the address for Trustor specified in Section 13.1.

13.12. Severability. If any provision of this Deed of Trust shall be held or deemed to be or shall, in fact, be illegal, inoperative, or unenforceable, the same shall not affect any other

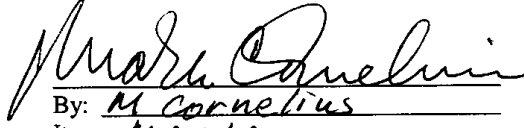
provision or provisions contained in this Deed of Trust or render the same invalid, inoperative, or unenforceable to any extent whatever.

13.13. Attorneys' Fees. Trustor agrees to reimburse Beneficiary for any reasonable attorneys' fees and costs actually incurred by Beneficiary with respect to any bankruptcy or insolvency proceeding, or other action involving Trustor or any guarantor as a debtor.

IN WITNESS WHEREOF, this Deed of Trust has been executed the date and year first above written.

LIBERTY METRO HOUSING PARTNERS, L.P.
a Utah limited partnership

By: Liberty Metro Properties, L.C.,
a Utah limited liability company
its General Partner



By: Mark Cornelius

Its: Member

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 6th day of December, 2005, by Mark [unclear] Vice President of LIBERTY METRO PROPERTIES, L.C., the General Partner of LIBERTY METRO HOUSING PARTNERS, L.P., a Utah limited partnership.


NOTARY PUBLIC

My Commission Expires:

Aug 22, 2008

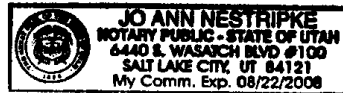


EXHIBIT "A"

Real Property Description

That certain real property located in Salt Lake County, State of Utah, and more particularly described as follows:

A parcel of real property being part of Lot 4, Block 36, Plat "A", SALT LAKE CITY SURVEY and located in the Southwest Quarter of Section 6, Township 1 South, Range 1 East, Salt Lake Base and Meridian, more particularly described as follows:

Beginning at the Northwest corner of the William W. Bowerbank Building, 165.17 feet North 00°02'30" West from the Southwest corner of said Lot 4, Block 36, Plat "A", SALT LAKE CITY SURVEY, and running thence North 00°02'30" West 123.75 feet along the easterly boundary line of Second East Street and the westerly line of said Lot 4 to a point which is 41.25 feet (2½ rods) South 00°02'30" East from the Northwest corner of said Lot 4; thence North 89°57'30" East 165.08 feet to the easterly line of said Lot 4; thence South 00°02'27" East 123.90 feet along said easterly line to a point 165.00 feet (10 rods) North 00°02'27" West from the Southeast corner of said Lot 4; thence South 89°57'30" West 44.99 feet to the easterly line of said William W. Bowerbank Building; thence North 00°12'46" West 0.05 feet to the Northeast corner of said William W. Bowerbank Building; thence North 89°59'41" West 120.09 feet along the north line of said building to the Northwest corner of said building and the point of beginning.

(16-06-377-015)