

THIS DOCUMENT PREPARED BY AND  
RECORDING REQUESTED BY AND WHEN  
RECORDED MAIL TO:  
Winstead PC  
201 North Tryon Street, Suite 2000  
Charlotte, North Carolina 28202  
Attention: Christian Beltz, Esq.

12959085  
3/29/2019 3:04:00 PM \$224.00  
Book - 10765 Pg - 4479-4553  
RASHELLE HOBBS  
Recorder, Salt Lake County, UT  
COTTONWOOD TITLE  
BY: eCASH, DEPUTY - EF 75 P.

**111344 - CAH**

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**ASSIGNMENT OF LEASES AND RENTS**

Dated and effective as of March 29, 2019

between

**THE ENTITIES LISTED ON SCHEDULE I ATTACHED HERETO**  
individually or collectively, as the context requires, jointly and severally, as Assignor

and

**LOANCORE CAPITAL CREDIT REIT LLC**  
as Assignee

Property Location: See the properties set forth on Schedule I attached hereto.

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This ASSIGNMENT OF LEASES AND RENTS (this "*Assignment*") dated and effective as of the 29th day of March, 2019 made by THE ENTITIES LISTED ON SCHEDULE I HERETO ("*Assignor*"), to LOANCORE CAPITAL CREDIT REIT LLC, a Delaware limited liability company (together with its successors and assigns, hereinafter referred to as "*Assignee*") having an address c/o LoanCore Capital, 55 Railroad Avenue, Suite 100, Greenwich, Connecticut 06830.

**W I T N E S S E T H:**

WHEREAS, Assignor is the owner of a fee simple title to that certain parcel of real property (the "*Premises*") described in Exhibit A attached hereto, together with the buildings, structures, fixtures, additions, enlargements, extensions, modifications, repairs, replacements and other improvements now or hereafter located thereon (collectively, the "*Property*");

WHEREAS, Assignor and Assignee have entered into a certain Loan Agreement dated as of the date hereof (as amended, modified, restated, consolidated or supplemented from time to time, the "*Loan Agreement*") pursuant to which Assignee has agreed to make a secured loan to Assignor in the maximum principal amount of **\$20,650,000.00** (the "*Loan*");

WHEREAS, Assignor has executed a note in such principal amount (as the same may be amended, modified, restated, severed, consolidated, renewed, replaced, or supplemented from time to time, the "*Note*"), which is secured by, *inter alia*, that certain Deed of Trust, Assignment of Leases and Rents and Security Agreement (as the same may be amended, modified, consolidated, split, supplemented, replaced or otherwise modified from time to time, the "*Mortgage*") on the Property;

WHEREAS, it is a condition to the obligation of Assignee to make the Loan to Assignor pursuant to the Loan Agreement that Assignor execute and deliver this Assignment;

WHEREAS, this Assignment is being given as additional security for the Loan;  
and

WHEREAS, capitalized terms used in this Assignment without definition have the respective meanings assigned to such terms in the Loan Agreement or the Mortgage, as the case may be, the terms of each of which are specifically incorporated by reference herein.

NOW, THEREFORE, for good and valuable consideration, receipt of which by the parties hereto is hereby acknowledged, and for the purpose of additionally securing the Debt, Assignor hereby assigns, transfers, conveys and sets over unto Assignee, all right, title and interest of Assignor in and to all Leases and all Rents;

TO HAVE AND TO HOLD the same unto Assignee, and its successors and assigns forever, upon the terms and conditions and for the uses hereinafter set forth.

And Assignor hereby further agrees as follows:

1. Certain Representations, Warranties and Covenants. Assignor represents, warrants and covenants to Assignee that:

(a) The payment of the Rents to accrue under any Lease will not be waived, released, reduced, discounted or otherwise discharged or compromised by Assignor unless otherwise consented to by Assignee;

(b) Assignor has not performed, and will not perform, any acts, and has not executed, and will not execute, any instrument that would prevent Assignee from exercising its rights under this Assignment; and

(c) Assignor hereby authorizes and directs any tenant under any of the Leases and any successor to all or any part of the interests of any such tenant to pay directly to the Clearing Account, in accordance with the terms of the Loan Agreement, the Rents due and to become due under such tenant's Lease, and such authorization and direction shall be sufficient warrant to the tenant to make future payments of Rents directly to the Clearing Account in accordance with the terms of the Loan Agreement without the necessity for further consent by Assignor.

2. Assignment; Deferred Exercise of Rights.

(a) As part of the consideration for the Debt, Assignor does hereby absolutely and unconditionally assign to Assignee all right, title and interest of Assignor in and to all present and future Leases and Rents, and this Assignment constitutes a present and absolute assignment and is intended to be unconditional and not as an assignment for additional security only. It is further intended that it not be necessary for Assignee to institute legal proceedings, absent any requirements of law or regulation to the contrary, to enforce the provisions hereof. Assignor hereby authorizes Assignee or its agents to collect the Rents; *provided, however*, that at all times when an Event of Default is not continuing, and subject at all times to the requirement that payments and deposits of Rents be made directly to the Clearing Account, Assignor shall have a revocable license, but limited as provided in this Assignment and in any of the other Loan Documents, to otherwise deal with, and enjoy the rights of the lessor under, the Leases.

(b) Upon the occurrence and during the continuance of an Event of Default, and without the necessity of Assignee entering upon and taking and maintaining full control of the Property in person, by agent or by court-appointed receiver, the license referred to in Paragraph (a) above shall immediately be revoked and Assignee shall have the right at its option, to exercise all rights and remedies contained in the Loan Documents, or otherwise available at law or in equity.

3. Rents Held in Trust by Assignor. Rents held or received by Assignor shall be held or received by Assignor as trustee for the benefit of Assignee only and shall immediately be deposited directly to the Clearing Account in accordance with the terms of the Loan Agreement.

4. Effect on Rights Under Other Documents. Nothing contained in this Assignment and no act done or omitted by Assignee pursuant to the powers and rights granted it hereunder shall be deemed to be a waiver by Assignee of its rights and remedies under any of the

other Loan Documents, and this Assignment is made and accepted without prejudice to any of the rights and remedies possessed by Assignee under the terms of the other Loan Documents. The rights of Assignee under the other Loan Documents may be exercised by Assignee either prior to, simultaneously with, or subsequent to any action taken by it hereunder. This Assignment is intended to be supplementary to and not in substitution for or in derogation of any assignment of rents or grant of a security interest contained in any of the other Loan Documents.

5. Event of Default. Upon or at any time after the occurrence and during the continuance of an Event of Default, then in addition to and without limiting any of Assignee's rights and remedies hereunder and under the other Loan Documents and as otherwise available at law or in equity:

(a) Assignee may, at its option, without waiving such Event of Default and without regard to the adequacy of the security for the Debt, either in person or by agent, without bringing any action or proceeding, or by a receiver appointed by a court, without taking possession of the Property in its own name, demand, sue for or otherwise collect and receive all Rents, including those past-due and unpaid, for application to the payment of the Debt in accordance with the terms of the Loan Documents, and Assignee may enter into, and to the extent that Assignor would have the right to do so, cancel, enforce or modify any Lease. The exercise by Assignee of the option granted it in this Section 5 and the collection of the Rents and the application thereof as herein provided shall not be considered a waiver of any Event of Default.

(b) Assignor hereby acknowledges and agrees that payment of any item of Rent by a Person to Assignee as hereinabove provided shall constitute payment in full of such item of Rent by such Person, as fully and with the same effect as if it had been paid to Assignor.

(c) Assignee in respect of the Leases and Rents shall have all of the rights and remedies of a secured party under the Uniform Commercial Code as in effect in the State in which such rights and remedies are asserted as described in Section 12(b) to the extent of such rights thereunder and additional rights and remedies to which a secured party is entitled under the laws in effect in any jurisdiction where any rights and remedies hereunder may be asserted.

6. Application of Rents and Proceeds. After the occurrence and during the continuance of an Event of Default, Rents received or held by Assignor or Assignee shall be applied in accordance with the terms of the Loan Documents.

7. Attorney-in-Fact. Assignor hereby appoints Assignee the attorney-in-fact of Assignor to, upon the occurrence and during the continuance of an Event of Default, take any action and execute any instruments that Assignor is obligated, or has covenanted and agreed under the Loan Agreement or the other Loan Documents to take or execute, which appointment as attorney-in-fact is irrevocable and coupled with an interest. Without limiting the generality of the foregoing provisions of this Section 7, Assignor does hereby irrevocably appoint Assignee as its attorney-in-fact, upon the occurrence and during the continuance of an Event of Default, with full power, in the name and stead of Assignor to demand, collect, receive and give complete

acquittance for any and all of the Rents now due or that may hereafter become due, and at Assignee's discretion, to file any claim, to take any other action, to institute any proceeding or to make any settlement of any claim, either in its own name or in the name of Assignor or otherwise, which Assignee may deem necessary or desirable in order to collect and enforce the payment of Rents.

8. Termination. Assignee, by the acceptance of this Assignment, agrees that when all of the Debt shall have been paid in full, this Assignment shall terminate and shall become void and of no force and effect, and Assignee shall execute and deliver to Assignor, upon such termination such instruments of termination or re-assignment and Uniform Commercial Code termination statements to effectuate same, all without recourse and without any representation or warranty whatsoever, as shall be reasonably requested by Assignor.

9. Expenses. Assignor agrees to pay to Assignee all out-of-pocket expenses (including expenses and reasonable attorneys' fees and costs of every kind) of, or incident to, the enforcement of any of the provisions of this Assignment or performance by Assignee of any obligation of Assignor hereunder which Assignor has failed or refused to perform.

10. Further Assurances. Assignor agrees that, from time to time upon the written request of Assignee, it will give, execute, deliver, file and/or record any financing statements, notice, instrument, document, agreement or other papers and do such other acts and things that may be necessary and desirable to create, preserve, perfect or validate this Assignment, to enable Assignee to exercise and enforce its rights hereunder with respect to this Assignment or to otherwise carry out the purposes and intent of this Assignment.

11. No Obligation by Assignee. By virtue of this Assignment, except to the extent Assignee takes actual possession and control of the Property, Assignee shall not be obligated to perform or discharge, nor does it hereby undertake to perform or discharge, any obligation, duty or liability under any of the Leases. Except to the extent Assignee takes actual possession and control of the Property, this Assignment shall not operate to constitute Assignee as a lender in possession of the Property or to place responsibility for the control, care, management or repair of the Property upon Assignee, nor shall it operate to make Assignee responsible or liable for any waste committed on the Property by any tenant or other party in possession or for any dangerous or defective condition of the Property or for any negligence in the management, upkeep, repair or control thereof.

12. Miscellaneous.

(a) No failure on the part of Assignee or any of its agents to exercise, and no course of dealing with respect to, and no delay in exercising, any right, power or remedy hereunder shall operate as a waiver thereof; nor shall any single or partial exercise by Assignee or any of its agents of any right, power or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right, power or remedy. Subject to Section 16 hereof, the remedies herein are cumulative and are not exclusive of any remedies provided by law.

(b) WITH RESPECT TO MATTERS RELATING TO THE CREATION, PERFECTION AND PROCEDURES RELATING TO THE ENFORCEMENT OF THIS ASSIGNMENT, THIS ASSIGNMENT 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 WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES SHALL GOVERN ALL MATTERS RELATING TO THIS ASSIGNMENT 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 WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES, AS SET FORTH IN THE GOVERNING LAW PROVISION OF THE LOAN AGREEMENT.

(c) Subject to Section 16 hereof, all rights and remedies set forth in this Assignment are cumulative, and Assignee may recover judgment thereon, issue execution therefor, and resort to every other right or remedy available at law or in equity, without first exhausting and without affecting or impairing the security of any right or remedy afforded hereby; and no such right or remedy set forth in this Assignment shall be deemed exclusive of any of the remedies or rights granted to Assignee in any of the Loan Documents. Nothing contained in this Assignment shall be deemed to limit or restrict the rights and remedies of Assignee under the Loan Agreement or any of the other Loan Documents.

(d) Until the indebtedness and all other obligations secured by the Loan Documents is paid in full, Assignor will, upon request, deliver from time to time to Assignee executed originals to the extent available, and if not available, photocopies of executed originals, of any and all existing Leases to which Assignor is a party, and executed originals, or photocopies of executed originals, of all other and future Leases to which Assignor is a party, and upon request of Assignee, will specifically transfer and assign to Assignee such other and future Leases upon the same terms and conditions as herein contained.

(e) Assignor represents that it: (i) has been advised that Assignee engages in the business of real estate financings and other real estate transactions and investments which may be viewed as adverse to or competitive with the business of Assignor or its affiliates; (ii) is represented by competent counsel and has consulted counsel before executing this Assignment; and (iii) has relied solely on its own judgment and on its counsel and advisors in entering into the transaction(s) contemplated hereby without relying in any manner on any statements, representations or recommendations of Assignee or any parent, subsidiary or affiliate of Assignee.

13. No Oral Change. This Assignment may not be amended except by an instrument in writing signed by Assignor and Assignee.

14. Successors and Assigns. Assignor may not assign its rights under this Assignment except as permitted under the Loan Agreement. Subject to the foregoing, this

Assignment shall be binding upon, and shall inure to the benefit of, Assignor and Assignee and their respective successors and assigns.

15. Notices. All notices, requests and other communications provided for herein shall be given or made in writing in the manner specified in the Loan Agreement.

16. Exculpation. It is expressly agreed that recourse against Assignor for failure to perform and observe its obligations contained in this Assignment shall be limited as and to the extent provided in Section 10.1 of the Loan Agreement.

17. Waiver of Jury Trial. TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW WHICH CANNOT BE WAIVED, ASSIGNOR HEREBY AGREES NOT TO ELECT A TRIAL BY JURY OF ANY ISSUE TRIABLE OF RIGHT BY JURY, AND WAIVES ANY RIGHT TO TRIAL BY JURY FULLY TO THE EXTENT THAT ANY SUCH RIGHT SHALL NOW OR HEREAFTER EXIST WITH REGARD TO THIS ASSIGNMENT OR ANY OTHER LOAN DOCUMENT, 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 ASSIGNOR, AND IS INTENDED TO ENCOMPASS INDIVIDUALLY EACH INSTANCE AND EACH ISSUE AS TO WHICH THE RIGHT TO A TRIAL BY JURY WOULD OTHERWISE ACCRUE. ASSIGNEE IS HEREBY AUTHORIZED TO FILE A COPY OF THIS SECTION IN ANY PROCEEDING AS CONCLUSIVE EVIDENCE OF THIS WAIVER BY ASSIGNEE.

18. Joint and Several. The obligations and liabilities of Assignor under this Assignment shall be joint and several.

[NO FURTHER TEXT ON THIS PAGE]

IN WITNESS WHEREOF, this Assignment has been duly executed by Assignor as of the day and year first above written.

ASSIGNOR:

BRICKYARD APARTMENTS, LP,  
a Delaware limited partnership

d/b/a in Utah as Brickyard UT Apartments, LP  
By: 210 Investments GP, LLC,

a Delaware limited liability company  
its general partner

By: 210 Investments, LLC,  
a Delaware limited liability company,  
its sole member


By:   
Name: **F. Matthew DiNapoli**  
Title: Authorized Signatory



GRANITE HS APARTMENTS, LP,  
a Delaware limited partnership

By: 210 Investments GP, LLC,  
a Delaware limited liability company  
its general partner

By: 210 Investments, LLC,  
a Delaware limited liability company,  
its sole member

By:   
Name: F. Matthew DiNapoli  
Title: Authorized Signatory

NIBLEY PARK APARTMENTS, LP,  
a Delaware limited partnership

By: 210 Investments GP, LLC,  
a Delaware limited liability company  
its general partner

By: 210 Investments, LLC,  
a Delaware limited liability company,  
its sole member

By: 


Name: **F. Matthew DiNapoli**

Title: Authorized Signatory

VILLA MONTEREY APARTMENTS, LP,  
a Delaware limited partnership

By: 210 Investments GP, LLC,  
a Delaware limited liability company  
its general partner


By: 210 Investments, LLC,  
a Delaware limited liability company,  
its sole member

By:   
Name: **F. Matthew DiNapoli**  
Title: Authorized Signatory

STRATTON APARTMENTS, LP,  
a Delaware limited partnership

By: 210 Investments GP, LLC,  
a Delaware limited liability company  
its general partner

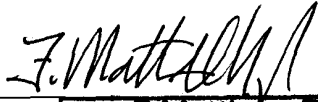
By: 210 Investments, LLC,  
a Delaware limited liability company,  
its sole member

By:   
Name: F. Matthew DiNapoli  
Title: Authorized Signatory

45<sup>TH</sup> & ST APARTMENTS, LP,  
a Delaware limited partnership

By: 210 Investments GP, LLC,  
a Delaware limited liability company  
its general partner

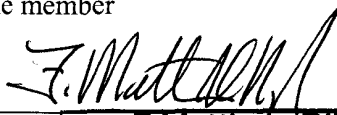
By: 210 Investments, LLC,  
a Delaware limited liability company,  
its sole member

By:   
Name: **F. Matthew DiNapoli**  
Title: Authorized Signatory

7<sup>TH</sup> AND 7<sup>TH</sup> APARTMENTS, LP,  
a Delaware limited partnership

By: 210 Investments GP, LLC,  
a Delaware limited liability company  
its general partner

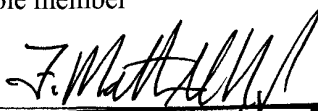
By: 210 Investments, LLC,  
a Delaware limited liability company,  
its sole member

By:   
Name: F. Matthew DiNapoli  
Title: Authorized Signatory

STATESMAN APARTMENTS, LP,  
a Delaware limited partnership

By: 210 Investments GP, LLC,  
a Delaware limited liability company  
its general partner

By: 210 Investments, LLC,  
a Delaware limited liability company,  
its sole member

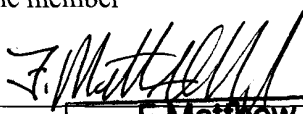
By:   
Name: F. Matthew DiNapoli  
Title: Authorized Signatory

150 APARTMENTS, LP,  
a Delaware limited partnership

By: 210 Investments GP, LLC,  
a Delaware limited liability company  
its general partner

By: 210 Investments, LLC,  
a Delaware limited liability company,  
its sole member

By:



Name: **F. Matthew DiNapoli**

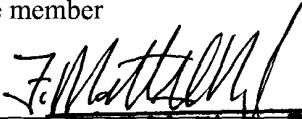
Title: Authorized Signatory



HEATHER ST. APARTMENTS, LP,  
a Delaware limited partnership

By: 210 Investments GP, LLC,  
a Delaware limited liability company  
its general partner


By: 210 Investments, LLC,  
a Delaware limited liability company,  
its sole member

By:   
Name: F. Matthew DiNapoli  
Title: Authorized Signatory

CLAIRMONT APARTMENTS, LP,  
a Delaware limited partnership

By: 210 Investments GP, LLC,  
a Delaware limited liability company  
its general partner

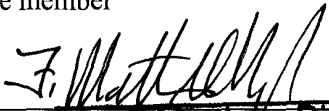
By: 210 Investments, LLC,  
a Delaware limited liability company,  
its sole member

By:   
Name: F. Matthew DiNapoli  
Title: Authorized Signatory

COUNCIL CREST APARTMENTS, LP,  
a Delaware limited partnership

By: 210 Investments GP, LLC,  
a Delaware limited liability company  
its general partner

By: 210 Investments, LLC,  
a Delaware limited liability company,  
its sole member

By:   
Name F. Matthew DiNapoli  
Title: Authorized Signatory

7<sup>TH</sup> EAST APARTMENTS, LP,  
a Delaware limited partnership

By: 210 Investments GP, LLC,  
a Delaware limited liability company  
its general partner

By: 210 Investments, LLC,  
a Delaware limited liability company,  
its sole member

By: 


Name: F. Matthew DiNapoli

Title: Authorized Signatory

NORTH PARK UT APARTMENTS, LP,  
a Delaware limited partnership

By: 210 Investments GP, LLC,  
a Delaware limited liability company  
its general partner

By: 210 Investments, LLC,  
a Delaware limited liability company,  
its sole member

By:   
Name F. Matthew DiNapoli  
Title: Authorized Signatory

NIBLEY PARK SF APARTMENTS, LP,  
a Delaware limited partnership

By: 210 Investments GP, LLC,  
a Delaware limited liability company  
its general partner

By: 210 Investments, LLC,  
a Delaware limited liability company,  
its sole member

By:

  
Name F. Matthew DiNapoli

Title: Authorized Signatory

MILLCREEK APARTMENTS, LP,  
a Delaware limited partnership

By: 210 Investments GP, LLC,  
a Delaware limited liability company  
its general partner

By: 210 Investments, LLC,  
a Delaware limited liability company,  
its sole member

By: 

Name:

**F. Matthew DiNapoli**

Title: Authorized Signatory

ACKNOWLEDGMENT

STATE OF \_\_\_\_\_ §

§

COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2019, by \_\_\_\_\_, Authorized Signatory of 210 Investments, LLC, a Delaware limited liability company, sole member of 210 Investments GP, LLC, a Delaware limited liability company, general partner of BRICKYARD APARTMENTS, LP, a Delaware limited partnership, who executed the foregoing on behalf of such limited partnership.

\_\_\_\_\_  
Notary Public

Printed Name: \_\_\_\_\_

My Commission Expires:

\_\_\_\_\_

*see attached*



## 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 Santa Clara

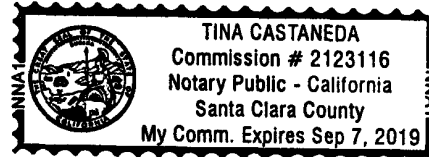
On March 7, 2019 before me, Tina Castaneda, Notary Public  
(insert name and title of the officer)

personally appeared F. Matthew DiNapoli  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~  
subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in  
his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) 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 seal.

Signature *Tina Castaneda* (Seal)



ACKNOWLEDGMENT

STATE OF \_\_\_\_\_ §  
\_\_\_\_\_ §  
COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 2019, by \_\_\_\_\_, Authorized Signatory of 210 Investments, LLC, a Delaware limited liability company, sole member of 210 Investments GP, LLC, a Delaware limited liability company, general partner of GRANITE HS APARTMENTS, LP, a Delaware limited partnership, who executed the foregoing on behalf of such limited partnership.

\_\_\_\_\_  
Notary Public

Printed Name: \_\_\_\_\_

My Commission Expires:  
\_\_\_\_\_

*See attached*

## 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 Santa Clara

On March 7, 2019 before me, Tina Castaneda, Notary Public  
(insert name and title of the officer)

personally appeared F. Matthew DiNapoli,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in  
his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) 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 seal.

Signature *Tina Castaneda* (Seal)



ACKNOWLEDGMENT

STATE OF \_\_\_\_\_ §

§

COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2019, by \_\_\_\_\_, Authorized Signatory of 210 Investments, LLC, a Delaware limited liability company, sole member of 210 Investments GP, LLC, a Delaware limited liability company, general partner of NIBLEY PARK APARTMENTS, LP, a Delaware limited partnership, who executed the foregoing on behalf of such limited partnership.

\_\_\_\_\_  
Notary Public

Printed Name: \_\_\_\_\_

My Commission Expires:

\_\_\_\_\_

*See Attached*

**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 Santa Clara )

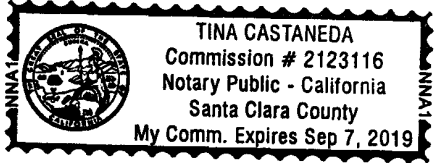
On March 7, 2019 before me, Tina Castaneda, Notary Public  
(insert name and title of the officer)

personally appeared F. Matthew DiNapoli,  
who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is/~~are~~  
subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in  
his/~~her/their~~ authorized capacity~~(ies)~~, and that by his/~~her/their~~ signature~~(s)~~ on the instrument the  
person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ 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 seal.

Signature Tina Castaneda (Seal)



ACKNOWLEDGMENT

STATE OF \_\_\_\_\_ §  
  §  
COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2019, by \_\_\_\_\_, Authorized Signatory of 210 Investments, LLC, a Delaware limited liability company, sole member of 210 Investments GP, LLC, a Delaware limited liability company, general partner of VILLA MONTEREY APARTMENTS, LP, a Delaware limited partnership, who executed the foregoing on behalf of such limited partnership.

\_\_\_\_\_  
Notary Public

Printed Name: \_\_\_\_\_

My Commission Expires:  
\_\_\_\_\_

*See attached*

**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  Santa Clara  )

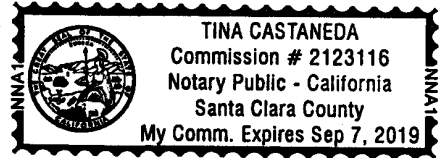
On  March 7, 2019  before me,  Tina Castaneda, Notary Public   
(insert name and title of the officer)

personally appeared  F. Matthew DiNapoli   
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in  
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the  
person(s) of the entity upon behalf of which the person(s) 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 seal.

Signature  Tina Castaneda  (Seal)



ACKNOWLEDGMENT

STATE OF \_\_\_\_\_ §

§

COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2019, by \_\_\_\_\_, Authorized Signatory of 210 Investments, LLC, a Delaware limited liability company, sole member of 210 Investments GP, LLC, a Delaware limited liability company, general partner of STRATTON APARTMENTS, LP, a Delaware limited partnership, who executed the foregoing on behalf of such limited partnership.

\_\_\_\_\_  
Notary Public

Printed Name: \_\_\_\_\_

My Commission Expires \_\_\_\_\_

*See attached*



**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  Santa Clara  )

On  March 7, 2019  before me,  Tina Castaneda, Notary Public   
(insert name and title of the officer)

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his/~~her/their~~ authorized capacity(~~ies~~), and that by his/~~her/their~~ signature(~~s~~) on the instrument the  
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WITNESS my hand and official seal.

Signature  Tina Castaneda  (Seal)



ACKNOWLEDGMENT

STATE OF \_\_\_\_\_ §  
\_\_\_\_\_ §  
COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2019, by \_\_\_\_\_, Authorized Signatory of 210 Investments, LLC, a Delaware limited liability company, sole member of 210 Investments GP, LLC, a Delaware limited liability company, general partner of 45<sup>TH</sup> & ST APARTMENTS, LP, a Delaware limited partnership, who executed the foregoing on behalf of such limited partnership.

\_\_\_\_\_  
Notary Public

Printed Name: \_\_\_\_\_

My Commission Expires:

\_\_\_\_\_  
*See attached*

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State of California  
County of  Santa Clara  )

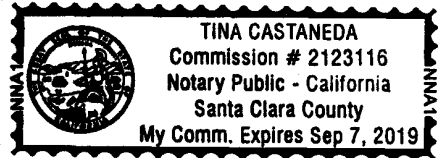
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WITNESS my hand and official seal.

Signature  Tina Castaneda  (Seal)



ACKNOWLEDGMENT

STATE OF \_\_\_\_\_ §

§

COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2019, by \_\_\_\_\_, Authorized Signatory of 210 Investments, LLC, a Delaware limited liability company, sole member of 210 Investments GP, LLC, a Delaware limited liability company, general partner of 7<sup>TH</sup> AND 7<sup>TH</sup> APARTMENTS, LP, a Delaware limited partnership, who executed the foregoing on behalf of such limited partnership.

\_\_\_\_\_  
Notary Public

Printed Name: \_\_\_\_\_

My Commission Expires:

\_\_\_\_\_

*See attached*

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State of California  
County of Santa Clara)

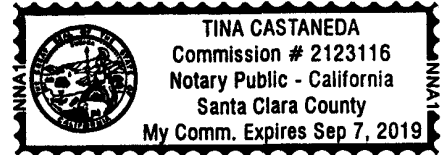
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WITNESS my hand and official seal.

Signature Tina Castaneda (Seal)



ACKNOWLEDGMENT

STATE OF \_\_\_\_\_ §

§

COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2019, by \_\_\_\_\_, Authorized Signatory of 210 Investments, LLC, a Delaware limited liability company, sole member of 210 Investments GP, LLC, a Delaware limited liability company, general partner of STATESMAN APARTMENTS, LP, a Delaware limited partnership, who executed the foregoing on behalf of such limited partnership.

\_\_\_\_\_  
Notary Public

Printed Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

*See attached*

**ACKNOWLEDGMENT**

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State of California  
County of Santa Clara

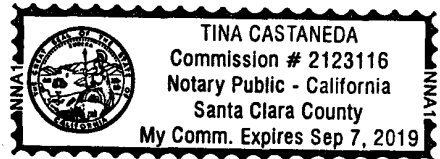
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(insert name and title of the officer)

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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 seal.

Signature *Tina Castaneda* (Seal)



ACKNOWLEDGMENT

STATE OF \_\_\_\_\_ §

§

COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2019, by \_\_\_\_\_, Authorized Signatory of 210 Investments, LLC, a Delaware limited liability company, sole member of 210 Investments GP, LLC, a Delaware limited liability company, general partner of 150 APARTMENTS, LP, a Delaware limited partnership, who executed the foregoing on behalf of such limited partnership.

\_\_\_\_\_  
Notary Public

Printed Name: \_\_\_\_\_

My Commission Expires \_\_\_\_\_

*See attached*



**ACKNOWLEDGMENT**

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State of California  
County of Santa Clara )

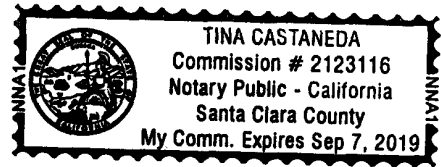
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WITNESS my hand and official seal.

Signature *Tina Castaneda* (Seal)



ACKNOWLEDGMENT

STATE OF \_\_\_\_\_ §  
\_\_\_\_\_ §  
COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 2019, by \_\_\_\_\_, Authorized Signatory of 210 Investments, LLC, a Delaware limited liability company, sole member of 210 Investments GP, LLC, a Delaware limited liability company, general partner of HEATHER ST. APARTMENTS, LP, a Delaware limited partnership, who executed the foregoing on behalf of such limited partnership.

\_\_\_\_\_  
Notary Public

Printed Name: \_\_\_\_\_

My Commission Expires:

\_\_\_\_\_

*See Attached*

**ACKNOWLEDGMENT**

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State of California  
County of Santa Clara )

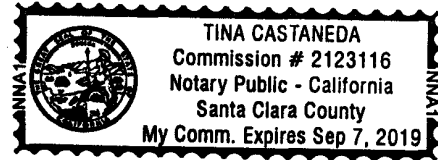
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WITNESS my hand and official seal.

Signature *Tina Castaneda* (Seal)





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State of California  
County of Santa Clara )

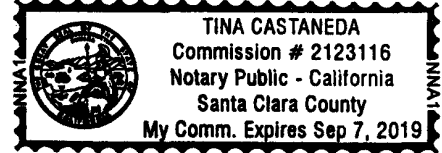
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WITNESS my hand and official seal.

Signature *Tina Castaneda* (Seal)



ACKNOWLEDGMENT

STATE OF \_\_\_\_\_ §

§

COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2019, by \_\_\_\_\_, Authorized Signatory of 210 Investments, LLC, a Delaware limited liability company, sole member of 210 Investments GP, LLC, a Delaware limited liability company, general partner of COUNCIL CREST APARTMENTS, LP, a Delaware limited partnership, who executed the foregoing on behalf of such limited partnership.

\_\_\_\_\_  
Notary Public

Printed Name: \_\_\_\_\_

My Commission Expires:

\_\_\_\_\_  
*See attached*

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State of California  
County of Santa Clara

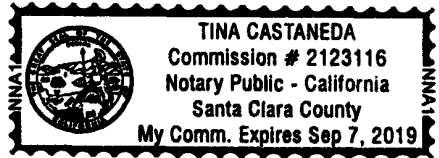
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WITNESS my hand and official seal.

Signature *Tina Castaneda* (Seal)



ACKNOWLEDGMENT

STATE OF \_\_\_\_\_ §

§

COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2019, by \_\_\_\_\_, Authorized Signatory of 210 Investments, LLC, a Delaware limited liability company, sole member of 210 Investments GP, LLC, a Delaware limited liability company, general partner of 7<sup>TH</sup> EAST APARTMENTS, LP, a Delaware limited partnership, who executed the foregoing on behalf of such limited partnership.

\_\_\_\_\_  
Notary Public

Printed Name: \_\_\_\_\_

My Commission Expires:

*See attached*  
\_\_\_\_\_  
*SIL*



## ACKNOWLEDGMENT

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State of California  
County of Santa Clara )

On March 7, 2019 before me, Tina Castaneda, Notary Public  
(insert name and title of the officer)

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WITNESS my hand and official seal.

Signature *Tina Castaneda* (Seal)



ACKNOWLEDGMENT

STATE OF \_\_\_\_\_ §  
  §  
COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2019, by \_\_\_\_\_, Authorized Signatory of 210 Investments, LLC, a Delaware limited liability company, sole member of 210 Investments GP, LLC, a Delaware limited liability company, general partner of NORTH PARK UT APARTMENTS, LP, a Delaware limited partnership, who executed the foregoing on behalf of such limited partnership.

\_\_\_\_\_  
Notary Public

Printed Name: \_\_\_\_\_

My Commission Expires

*See attached*  
\_\_\_\_\_  
*SLL*

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State of California  
County of Santa Clara )

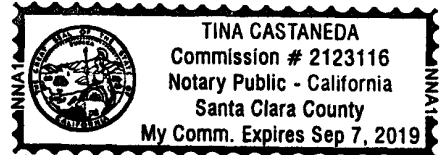
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WITNESS my hand and official seal.

Signature Tina Castaneda (Seal)



ACKNOWLEDGMENT

STATE OF \_\_\_\_\_ §  
\_\_\_\_\_  
§  
COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2019, by \_\_\_\_\_, Authorized Signatory of 210 Investments, LLC, a Delaware limited liability company, sole member of 210 Investments GP, LLC, a Delaware limited liability company, general partner of NIBLEY PARK SF APARTMENTS, LP, a Delaware limited partnership, who executed the foregoing on behalf of such limited partnership.

\_\_\_\_\_  
Notary Public

Printed Name: \_\_\_\_\_

My Commission Expires:

Sel  
\_\_\_\_\_

**ACKNOWLEDGMENT**

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State of California  
County of Santa Clara

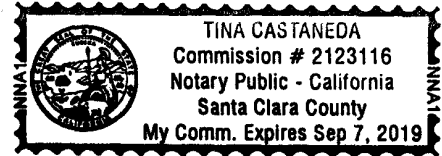
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WITNESS my hand and official seal.

Signature *Tina Castaneda* (Seal)



ACKNOWLEDGMENT

STATE OF \_\_\_\_\_ §

§

COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2019, by \_\_\_\_\_, Authorized Signatory of 210 Investments, LLC, a Delaware limited liability company, sole member of 210 Investments GP, LLC, a Delaware limited liability company, general partner of MILLCREEK APARTMENTS, LP, a Delaware limited partnership, who executed the foregoing on behalf of such limited partnership.

*See attached*

\_\_\_\_\_  
Notary Public

Printed Name: \_\_\_\_\_

My Commission Expires:

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State of California  
County of Santa Clara

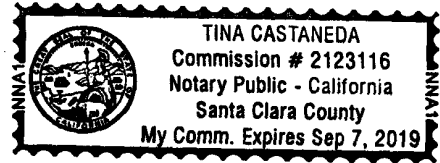
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I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *Tina Castaneda* (Seal)



**EXHIBIT A**  
**Legal Description**  
(Site 18)

Being located in the County of Salt Lake, State of Utah and is described as follows:

**PARCEL 1:**

Beginning at a point 82.5 feet South of the Northwest corner of Lot 4, Block 51, Plat B, Salt Lake City Survey and running thence South 74.25 feet; thence East 132 feet; thence North 74.25 feet; thence West 132 feet to the beginning.

**PARCEL 1A:**

A right of way as established in that certain Warranty Deed recorded February 22, 1982 as Entry No. 3649640 in Book 5342 at Page 1477, over the following:

Beginning 161.75 feet South from the Northwest corner of Lot 4, Block 51, Plat B, Salt Lake City Survey and running thence East 10 rods; thence North 10 feet; thence West 10 rods; thence South 10 feet to the point of beginning.

Address: 155 South 400 East Salt Lake City, UT 84111  
Parcel ID: 16-06-206-008



**EXHIBIT A**  
**Legal Description**  
(Site 17)

Being located in the County of Salt Lake, State of Utah and is described as follows:

Commencing at the Northwest corner of Lot 4, Block 12, Plat "B", Salt Lake City Survey; thence South 169 feet; thence East 165 feet; thence North 169 feet; thence West 165 feet to the place of beginning.

Address: 733-743 South 700 East Salt Lake City, UT 84102  
Parcel ID : 16-08-106-009

**EXHIBIT A**  
**Legal Description**  
**(Site #16)**

Being located in the County of Salt Lake, State of Utah and is described as follows:

**PARCEL 1:**

Beginning at a point on the South line of 16th South Street (old 16th South Street, now 4500 South Street) 542.5 feet East from the intersection of the East line of State Street and the South line of 16th South Street (old 16th South Street, now 4500 South Street), the initial point of beginning being 12.88 chains East and 4.70 chains South and 608.5 feet East of the Northwest corner of the Southwest quarter of Section 6, Township 2 South, Range 1 East, Salt Lake Base and Meridian and running thence North 33 feet to the center of 16th South Street (old 16th South Street, now 4500 South Street); thence East 74.5 feet; thence South 153 feet; thence East 50 feet; thence South 137.4 feet; thence West 124.5 feet; thence North 257.4 feet to the place of beginning.

LESS AND EXCEPTING THEREFROM that portion previously conveyed by that certain Warranty Deed recorded March 17, 1992 as Entry No. 5216832 in Book 6425 at Page 1489, of official records, more particularly described as follows:

Beginning at a point on the South line of 16th South Street (old 16th South Street, now 4500 South Street) 542.5 feet East from the intersection of the East line of State Street and the South line of 16th South Street (old 16th South Street, now 4500 South Street), the initial point of beginning being 12.88 chains East and 4.70 chains South and 608.5 feet East of the Northwest corner of the Southwest quarter of Section 6, Township 2 South, Range 1 East, Salt Lake Base and Meridian and running thence North 33 feet to the center of 16th South Street (old 16th South Street, now 4500 South Street); thence East 74.5 feet; thence South 153 feet; thence West 74.5 feet; thence North 120 feet to the place of beginning.

**PARCEL 1A:**

A right of way as disclosed in the Warranty Deed recorded February 29, 2008 as Entry No. 10360914 in Book 9576 at Page 2447 of official records, being more particularly described as follows:

Commencing at a point on the South line of 4500 South Street (formerly 16th South Street) 542.5 feet from the intersection of the Easterly line of State Street and the Southerly line of 4500 South Street, said initial point being about 12.88 chains East and 4.70 chains South and 608.5 feet East from the Northwest corner of the Southwest quarter of Section 6, Township 2 South, Range 1 East, Salt Lake Base and Meridian and running thence West 9 1/2 feet along line of street; thence South 257.4 feet; thence East 23 1/2 feet to the Easterly line of lane running Northerly and Southerly; thence Northerly

along said East line of Lane 257.4 feet, more or less, to the Southern line of 4500 South Street 9 feet East of the beginning; thence West 9 feet to the place of beginning.

Address: 186 East 4500 South Murray, UT 84107

Parcel ID: 22-06-331-027

**EXHIBIT A**  
**Legal Description**  
**(Site #7)**

The following described tract of land located in Salt Lake County, State of Utah:

Beginning at the Southwest corner of Lot 12, Block 2, HOMEFIELD PLAT "A" and running thence North 92 feet; thence East 42 feet; thence South 92 feet; thence West 42 feet to the place of beginning.

Address: 601 East Leland Avenue Salt Lake City, UT 84106  
Parcel ID: 16-30-278-015

**EXHIBIT A**  
Legal Description  
(Site #6)

The following described tract of land located in Salt Lake County, State of Utah:

**PARCEL 1:**

Commencing at the Southwest corner of Lot 2, Block 24, Plat "B", Salt Lake City Survey and running thence East 7 1/2 rods; thence North 5 rods; thence West 7 1/2 rods; thence South 5 rods to the place of beginning.

**PARCEL 1A:**

A right of way as contained in Warranty Deed recorded June 13, 1978 as Entry No. 3122421 in Book 4688 at Page 1276, described as follows:

Commencing 119-3/4 feet East from the Southwest corner of said Lot 2; thence East 8 feet; thence North 5 rods; thence West 8 feet; thence South 5 rods to the place of beginning.

Address: 577 South 500 East Salt Lake City, UT 84102  
Parcel ID: 16-06-477-005

**EXHIBIT A**  
Legal Description  
(Site #5)

The following described tract of land located in Salt Lake County, State of Utah:

**PARCEL 1:**

Beginning at a point 4 1/2 rods West of the Northeast corner of Lot 4, Block 40, Plat "B", Salt Lake City Survey and running thence West 40 feet; thence South 151 feet; thence East 40 feet; thence North 151 feet to the point of beginning.

**PARCEL 1A:**

A right of way as contained in Warranty Deed recorded September 8, 1986 as Entry No. 4308747 in Book 5812 at Page 2098, described as follows:

Beginning at the Southwest corner of said Lot 4, Block 40, Plat "B" and running thence East 20 rods; thence North 12 feet; thence West 4 1/2 rods; thence North 2 feet; thence West 40 feet; thence South 2 feet; thence West 215.75 feet; thence South 12 feet to the point of beginning.

Address: 729-731 East Linden Avenue Salt Lake City, UT 84102  
Parcel ID: 16-05-302-006

**EXHIBIT A**  
Legal Description  
(Site #4)

Being all of the following described parcels of land located in Salt Lake County, State of Utah:

**PARCEL 1:**

Beginning at the Northwest corner of Lot 5, Block 40, Plat "B", Salt Lake City Survey and running thence East 5 rods; thence South 7 rods; thence West 5 rods; thence North 7 rods to the point of beginning.

**PARCEL 2:**

Beginning 82.5 feet East of the Northwest corner of Lot 5, Block 40, Plat "B", Salt Lake City Survey and running thence East 31 feet; thence South 165 feet; thence West 31 feet; thence North 165 feet to the place of beginning.

**PARCEL 2A:**

A right of way as contained in Warranty Deed recorded December 31, 1991 as Entry No. 5176902 in Book 6393 at Page 1275, described as follows:

Beginning 113.5 feet East of the Northwest corner of Lot 5, Block 40, Plat "B", Salt Lake City Survey and running thence East 12 feet; thence South 165 feet; thence West 12 feet; thence North 165 feet to the point of beginning.

**PARCEL 3:**

Beginning 113.5 feet East of the Northwest corner of Lot 5, Block 40, Plat "B", Salt Lake City Survey and running thence East 84.5 feet; thence South 10 rods; thence West 84.5 feet; thence North 10 rods to the point of beginning.

**PARCEL 4:**

Beginning at a point 5 rods and 8 feet West of the Northeast corner of Lot 5, Block 40, Plat "B", Salt Lake City Survey and running thence South 10 rods; thence West 2 rods 8.5 feet; thence North 10 rods; thence East 2 rods 8.5 feet to the point of beginning.

**PARCEL 4A:**

A right of way as contained in Warranty Deed recorded September 1, 1989 as Entry No. 4818363 in Book 6156 at Page 62, described as follows:

Beginning at a point 5 rods West of the Northeast corner of said Lot 5 and running thence South 10 rods; thence West 8 feet; thence North 10 rods; thence East 8 feet to the point of beginning.

**PARCEL 5:**

Beginning at a point 3 rods West of the Northeast corner of Lot 5, Block 40, Plat "B", Salt Lake City Survey and running thence West 41 feet; thence South 10 rods; thence East 41 feet; thence North 10 rods to the place of beginning.

Address: 706, 710 – 716, 718 – 722, 726 and 730 East 300 South Salt Lake City, UT 84102  
Parcel ID: 16-05-160-001, 16-05-160-003, 16-05-160-004, 16-05-160-005 and 16-05-160-006

**EXHIBIT A**  
**Legal Description**  
**(Site #3)**

The following described tract of land located in Salt Lake County, State of Utah:

Commencing at the Northwest corner of Lot 7, Block 37, Plat "B", Salt Lake City Survey and running thence East 5 rods; thence South 9 rods; thence West 5 rods; thence North 9 rods to the place of beginning.

Address: 446 East 300 South Salt Lake City, UT 84111  
Parcel ID: 16-06-256-001



File No. 108740-CAH.

**EXHIBIT A  
PROPERTY DESCRIPTION**

A tract of land located in Salt Lake County, State of Utah, more particularly described as follows:

Commencing 22.5 feet North from the Southwest corner of Lot 3, Block 62, Plat "B", Salt Lake City Survey; thence North 93 feet; thence East 16 rods; thence South 7 rods; thence West 5 rods; thence North 22.5 feet; thence West 11 rods to the place of beginning.

Tax Id16-06-204-010

No.:

Address: 49 S 400 E, Salt Lake City, Utah

**EXHIBIT A  
PROPERTY DESCRIPTION**

Being a tract of land located in Salt Lake County, State of Utah, more particularly described as follows:

PARCEL 1:

Beginning 97 feet South from the Northeast corner of Lot 2, Block 53, Plat "B", Salt Lake City Survey and running thence South 68 feet; thence West 82.5 feet; thence North 68 feet; thence East 82.5 feet to the place of beginning.

PARCEL 1A:

A right of way established in the Quit-Claim Deed recorded April 2, 1941 as Entry No. 901177 in Book 266 at Page 233 over the West 9 feet of the East 1/2 of said Lot 2.

PARCEL 2:

Beginning at a point 35.17 feet West of the Southeast corner of Lot 2, Block 53, Plat "B", Salt Lake City Survey and running North 165 feet; thence West 39.08 feet; thence South 165 feet; thence East 39.08 feet to the place of beginning.

PARCEL 2A:

A non-exclusive right of way established in the Warranty Deed recorded May 17, 1971 as Entry No. 2385789 in Book 2959 at Page 523 described as follows:

The West 9 feet of the South one-half of the East one-half of Lot 2, Block 53, aforesaid.

PARCEL 2B:

A right of way established in the Warranty Deed recorded May 17, 1971 as Entry No. 2385789 in Book 2959 at Page 523 over the following:

Beginning 35.36 feet West and 36 feet North of the said Southeast corner of Lot 2, Block 53 and running thence North 54 feet; thence West 3.29 feet; thence South 54 feet; thence East 3.29 feet to the place of beginning.

Tax Id16-05-104-012 and 16-05-104-013

No.:

Address: 653 East 200 Street, 153-155 Heather Street, Salt Lake City, Utah

**EXHIBIT A  
PROPERTY DESCRIPTION**

Being tracts of land located in Salt Lake County, State of Utah, more particularly described as follows:

**PARCEL 1:**

Commencing at a point 3 rods South of the Northeast corner of Lot 1, Block 53, Plat "B", Salt Lake City Survey and running thence South 3 1/2 rods; thence West 10 rods; thence North 3 1/2 rods; thence East 10 rods to the place of beginning.

**PARCEL 2:**

Commencing at a point 6-1/2 rods South from the Northeast corner of Lot 1, Block 53, Plat "B", Salt Lake City Survey and running thence South 3-1/2 rods; thence West 10 rods; thence North 3-1/2 rods; thence East 10 rods to the place of beginning.

Tax Id16-05-104-016 and 16-05-104-017  
No.:  
Address: 150 and 154 S 700 E, Salt Lake City, Utah

**EXHIBIT A  
PROPERTY DESCRIPTION**

All that tract of land located in Salt Lake County, State of Utah, described as follows:

PARCEL 1:

Beginning 5 rods North from the Southwest corner of Lot 4, Block 54, Plat "B", Salt Lake City Survey; thence North 4 rods; thence East 10 rods; thence North 1 rod; thence East 10 rods; thence South 5 rods; thence West 20 rods to the beginning.

PARCEL 1A:

A right of way as established by that certain Warranty Deed recorded August 17, 1903 as Entry No. 172736 in Book L at Page 318, over the following:

Commencing 71 feet 3 inches North of the Southwest corner of said Lot 4 and running thence North 11-1/4 feet; thence East 12-1/2 rods; thence South 11-1/4 feet; thence West 12-1/2 rods to the beginning.

PARCEL 2:

Commencing 165 feet East of the Southwest corner of Lot 4, Block 54, Plat "B", Salt Lake City Survey and running thence North 71 feet 3 inches; thence East 41-1/4 feet; thence South 71 feet 3 inches; thence West 41-1/4 feet to the place of beginning.

PARCEL 2A:

A right of way as established by that certain Warranty Deed recorded August 17, 1903 as Entry No. 172736 in Book L at Page 318, over the following:

Commencing 71 feet 3 inches North of the Southwest corner of said Lot 4 and running thence North 11-1/4 feet; thence East 12-1/2 rods; thence South 11-1/4 feet; thence West 12-1/2 rods to the beginning.

PARCEL 3:

Beginning 12 1/2 rods East of the Southwest corner of Lot 4, Block 54, Plat "B", Salt Lake City Survey and running thence East 2 1/2 rods; thence North 71 feet 3 inches; thence West 2 1/2 rods; thence South 71 feet 3 inches to the point of beginning.

PARCEL 3A:

A right of way as established by that certain Warranty Deed recorded August 17, 1903 as Entry No. 172736 in Book L at Page 318, over the following:

Beginning 71 feet 3 inches North of the Southwest corner of said Lot 4 and running thence North 11 feet 3 inches; thence East 17 1/2 rods; thence South 11 feet 3 inches; thence West 17 1/2 rods to the point of beginning.

PARCEL 4:

Beginning at a point 2 1/2 rods West from the Southeast corner of Lot 4, Block 54, Plat "B", Salt Lake City Survey and running thence North 71 1/4 feet; thence West 41 1/4 feet; thence South 71 1/4 feet; thence East 41 1/4 feet to the place of beginning.

PARCEL 4A:

A right of way as established by that certain Warranty Deed recorded August 17, 1903 as Entry No. 172736 in Book L at Page 318, over the following:

Commencing 5 rods North of the Southwest corner of said Lot 4 and running thence East 17.3 rods; thence South 11-1/4 feet; thence West 17.3 rods; thence North 11-1/4 feet to the point of beginning.

PARCEL 5:

Beginning at the Southeast corner of Lot 4, Block 54, Plat B, Salt Lake City Survey; thence North 5 rods; thence West 2.5 rods; thence South 5 rods; thence East 2.5 rods to the beginning.

PARCEL 5A:

A right of way as established by that certain Warranty Deed recorded August 17, 1903 as Entry No. 172736 in Book L at Page 318, over the following:

Commencing 5 rods North of the Southwest corner of said Lot 4 and running thence East 17.3 rods; thence South 11-1/4 feet; thence West 17.3 rods; thence North 11-1/4 feet to the point of beginning.

PARCEL 6:

Beginning 8.5 feet South and 248 feet West of the Northeast corner of Lot 7, Block 54, Plat B, Salt Lake City Survey and running thence West 63 feet; thence South 45° West 14.14 feet; thence South 31.5 feet; thence East 68 feet; thence North 42 feet to the place of beginning.

PARCEL 6A:

A non-exclusive right of way as established by that certain Quit-Claim Deed recorded May 17, 1991 as Entry No. 5067823 in Book 6316 at Page 2935, over the following:

Beginning at the Northeast corner of Lot 7 above mentioned and running thence West 20 rods, more or less, to the West line of said Lot 7; thence South along said West line 74 1/4 feet; thence East 24.75 feet; thence North 24.75 feet; thence West 15.75 feet; thence North 31 1/2 feet; thence North 45° East 14.14 feet; thence East 311 feet, more or less, to the East line of said Lot 7; thence North 8 1/2 feet to the place of beginning.

PARCEL 7:

Beginning at the Southwest corner of Lot 7, Block 54, Plat B, Salt Lake City Survey; thence East 82 feet; thence North 7 rods; thence West 57.25 feet; thence South 2 rods; thence West 1.5 rods; thence South 5 rods to the beginning.

PARCEL 7A:

A non-exclusive right of way as established by that certain Quit-Claim Deed recorded May 17, 1991 as Entry No. 5067823 in Book 6316 at Page 2935, over the following:

Beginning at the Northeast corner of Lot 7 above mentioned and running thence West 20 rods, more or less, to the West line of said Lot 7; thence South along said West line 74 1/4 feet; thence East 24.75 feet; thence North 24.75 feet; thence West 15.75 feet; thence North 31 1/2 feet; thence North 45° East 14.14 feet; thence East 311 feet, more or less, to the East line of said Lot 7; thence North 8 1/2 feet to the place of beginning.

Tax Id16-05-105-004, 16-05-107-002, 16-05-107-003, 16-05-107-004, 16-05-107-005, 16-05-155-  
No.: 001 and 16-05-155-002

Address: 129 S 700 E; 724, 728, 732, 738, 744, and 750 E Bueno Ave., Salt Lake City, Utah

File No. 108463-CAH.

**EXHIBIT A**  
**PROPERTY DESCRIPTION**

All that tract of land located in Salt Lake County, State of Utah, described as follows:

The South 10 feet of Lot 49, and all of Lots 50 and 51, Block 2, FOREST PLACE, according to the official plat thereof on file and of record in the Salt Lake County Recorder's office on May 22, 1920 as Entry No. 432959 in Book H at Page 42.

Tax Id16-20-352-028

No.:

Address: 2604-2606 Lake Street, Salt Lake City, Utah

**EXHIBIT A  
PROPERTY DESCRIPTION**

All that tract of land located in Salt Lake County, State of Utah, described as follows:

Beginning at the Northeast corner of Lot 11, Block 18, Ten Acre Plat "A", Big Field Survey and running thence South 00°13'06" West 120 feet; thence South 89°55'09" West 100 feet; thence North 00°13'06" East 120 feet; thence North 89°55'09" East 100 feet to the place of beginning.

Tax Id No.: 16-30-455-020

Address: 3378 S 500 E, Salt Lake City, Utah



**EXHIBIT A  
PROPERTY DESCRIPTION**

Being a tract of land located in the County of Salt Lake, State of Utah, more particularly described as follows:

All of Lots 32, 33, 34 and 35, Block 5, HIGHLAND PARK PLAT "C", a Subdivision of Part of Sections 20, 21, 28 and 29, Township 1 South, Range 1 East, Salt Lake Meridian, recorded July 2, 1912 as Entry No. 296985 in Book F at Page 91.

ALSO: Commencing at the Northwest corner of Lot 30, Block 5, Highland Park Plat "C" and running thence North 89°51'40" East 49 feet; thence South 00°49'49" East 50 feet; thence South 89°51'40" West 35.83 feet; thence North 15°33' West 51.34 feet to the place of beginning.

LESS AND EXCEPTING the following described tract:

Commencing at the Northeast corner of Lot 32 and running thence South 23°35'09" West 109.21 feet; thence North 89°53'27" East 45.17 feet; thence North 00°49'40" West 100 feet to the place of beginning.

Tax Id No.: 16-20-482-017

Address: 2740 & 2744 S 1300 E a/k/a 2740 & 2744 Richmond, Salt Lake City, Utah

**EXHIBIT A  
PROPERTY DESCRIPTION**

A parcel of land located in Salt Lake County, Utah, more particularly described as follows:

**PARCEL 1:**

Commencing South 00°11'33" West 345.7 feet from Northwest corner of Lot 5, Block 29, Ten Acre Plat "A", Big Field Survey; thence North 00°11'33" East 63.6 feet, more or less; thence North 89°46'32" East 239.5 feet; thence South 00°11'33" West 58 feet, more or less; thence North 89°51' East 4.5 feet; thence South 00°11'33" West 10.5 feet, more or less; thence South 89°51' West 244 feet; thence North 00°11'33" East 9.6 feet, more or less, to the point of beginning.

LESS AND EXCEPTING THEREFROM any portion of said Land lying within the boundaries of Judith Subdivision, filed for record April 1, 1954 as Entry No. 1366634 in Book "N" at Page 94, official records and Robert Subdivision, filed for record March 23, 1963 as Entry No. 1322764 in Book "N" of Plats at Page 17, official records.

**PARCEL 2:**

Beginning South 00°11'33" West 354.7 feet from the Northwest corner of Lot 5, Block 29, Ten Acre Plat "A", Big Field Survey and running thence South 89°46'32" East 244.0 feet; thence South 00°11'33" West 75 feet; thence North 89°46'32" West 244.0 feet; thence North 00°11'33" East 75 feet to the point of beginning.

LESS AND EXCEPTING THEREFROM any portion of said Land lying within the boundaries of Judith Subdivision, filed for record April 1, 1954 as Entry No. 1366634 in Book "N" at Page 94, official records.

**PARCELS 1 AND 2**, being more particularly described by survey as follows:

A parcel of land situate in the Northwest Quarter of Section 29, Township 1 South, Range 1 East, Salt Lake Base and Meridian, being more particularly described as follows:

Beginning at a point on the Easterly Right-of-Way of 700 East Street, said point also being South 0°11'30" West 355.30 feet from the Northwest corner of Lot 5, Block 29, Plat "A", Salt Lake City Survey, said point also being South 00°11'38" East 2686.06 feet and South 89°35'15" East 33.00 feet from the Salt Lake City Street Monument at the Intersection of 2700 South Street and 700 East Street, and running thence North 00°11'32" East 73.20 feet along said Easterly right-of-way to a point on the South boundary line of Robert Subdivision; thence North 89°51'00" East 239.50 feet along said South boundary; thence South 00°11'33" West 63.00 feet to and along the West boundary line of Judith Subdivision; thence North 89°51'00" East 4.50 feet along said West boundary line; thence South 00°11'33" West 85.55 feet along said West boundary line; thence South 89°51'00" West 244.00 feet along and beyond said West boundary line to a point on said Easterly right-of-way; thence North 00°11'38" East 75.35 feet along said Easterly right-of-way to the point of beginning.

Tax Id No.: 16-29-156-017 and 16-29-156-018  
Address: 3017 and 3023 S 700 E, Salt Lake City, Utah

## SCHEDULE I

### List of Assignors and Properties

Each of the Assignors listed in the chart below is a Delaware limited partnership, each having an address at c/o DiNapoli Capital Partners LLC, 3021 Citrus Circle #130, Walnut Creek, California 94598:

Assignor Name	Property Address
150 Apartments, LP	150 and 154 S 700 E Salt Lake City, UT 84102
Heather St. Apartments, LP	153-155 Heather St. Salt Lake City, UT 84102
Clairmont Apartments, LP	446 E 300 S Salt Lake City, UT 84111
Council Crest Apartments, LP	706, 710-716, 718-722, 726 and 730 E 300 S Salt Lake City, UT 84102
7th East Apartments, LP	729-731 E Linden Ave Salt Lake City, UT 84102
North Park UT Apartments, LP	577 S 500 E Salt Lake City, UT 84102
Nibley Park SF Apartments, LP	601 E Leland Ave Salt Lake City, UT 84106
Millcreek Apartments, LP	3017 and 3023 S 700 E Salt Lake City, UT 84106
Brickyard Apartments, LP (doing business in Utah as Brickyard UT Apartments, LP)	2740 & 2744 S 1300 E a/k/a 2740 & 2744 Richmond Salt Lake City, UT 84106
Granite HS Apartments, LP	3378 S 500 E Salt Lake City, UT 84106
Nibley Park Apartments, LP	2604-2606 Lake St Salt Lake City, UT 84106
Villa Monterey Apartments, LP	129 S 700 E; 724, 728, 732, 738, 744 and 750 E Bueno Ave Salt Lake City, UT 84102
Stratton Apartments, LP	49 S 400 E Salt Lake City, UT 84111
45th & St Apartments, LP	186 E 4500 S Murray, UT 84107
7th and 7th Apartments, LP	733-743 S 700 E Salt Lake City, UT 84102
Statesman Apartments, LP	155 S 400 E Salt Lake City, UT 84111