

ASSIGNMENT OF RIGHTS IN DEVELOPMENT AGREEMENT

THIS ASSIGNMENT OF RIGHTS IN DEVELOPMENT AGREEMENT (the "Assignment"), dated as of July 3, 2012 is from ACLAIME-BLUFFDALE, LLC, a Utah limited liability company ("Developer") and ACLAIME BLAND RESIDENTIAL INVESTMENT, LLC, a Utah limited liability company ("ABRI", and together with Developer, "Assignor") to L.H. PERRY INVESTMENTS, LLC, a Utah limited liability company ("Assignee").

Background

Pursuant to an Agreement of Purchase and Sale of Real Property dated June 18, 2013, Assignor has agreed to sell and William O. Perry, III (and his assignee L.H. Perry Investments, LLC) has agreed to purchase certain real property in Bluffdale, Salt Lake County, Utah, more particularly described on Exhibit A attached hereto ("Perry Parcel"). In connection with the purchase of the Perry Parcel, Assignor hereby agrees to assign certain rights in the existing development agreement related to such parcel.

Assignment

1. Assignor hereby assigns and transfers to Assignee, its successors and assigns, Assignor's limited right, title and interest in and to that certain the Development Agreement for Independence at Bluffdale (the "Original Development Agreement") dated December 11, 2007, as amended pursuant to that certain First Amendment to Development Agreement for Independence at Bluffdale dated March 11, 2008 and that certain Second Amendment to Development Agreement for Independence at Bluffdale dated May 3, 2011 (collectively referred to herein as the "Artemis Development Agreement"), a copy of which is attached hereto as Exhibit B, only as such rights relate to the Perry Parcel, upon the following terms and conditions:

2. Assignor represents and warrants to Assignee that (a) Exhibit B attached hereto is a true, correct and complete copy of the Artemis Development Agreement, (b) Assignor has full right, power and authority to assign the limited rights in the Artemis Development Agreement with respect to the Perry Parcel and (c) Assignor has not assigned or granted a security interest in the Artemis Development Agreement as it relates to the Perry Parcel to anyone other than Assignee.

3. Assignor hereby irrevocably constitutes and appoints Assignee its true and lawful attorney-in-fact in Assignor's name or in Assignee's name or otherwise to enforce all rights of Assignor under the Artemis Development Agreement solely as such rights relate to the Perry Parcel. It is hereby recognized that the power of attorney herein granted is coupled with an interest and shall not be revocable.

4. Assignee acknowledges and agrees that the assignment is limited to such rights as pertain to the Perry Parcel and shall not extent to any other rights of Assignor in the Artemis Development Agreement relating to any other parcel owned by Assignor, its affiliates or assigns.

5. This Assignment shall be governed by and construed under the laws of the State of Utah, and it shall be binding upon and inure to the benefit of Assignor and Assignee and their respective successors and assigns.

[Signature Page Follows]

In witness whereof, the parties have executed this Assignment as of the date first above written.

ASSIGNOR:

ACLAIME-BLUFFDALE, LLC, a Utah
Limited Liability Company

By: Aclaime Dynamics, LLC, a Utah Limited
Liability Company, Manager of

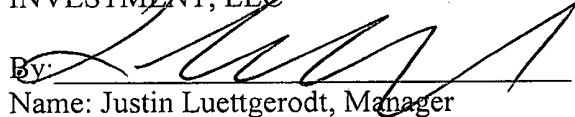
The Aclaime Group, a Utah Limited Liability
Company, Manager of

The Aclaime Group Management, LLC, a
Utah Limited Liability Company, Sole
Member of



By: Justin Luetzgerodt, Sole Member of the
Aclaime Group Management, LLC, a Utah
Limited Liability Company

ACLAIME BLAND RESIDENTIAL
INVESTMENT, LLC

By: 
Name: Justin Luetzgerodt, Manager

ASSIGNEE

L.H. PERRY INVESTMENTS, LLC

By: _____
Name: William O. Perry
Title: Manager

[Signature Page Follows]

In witness whereof, the parties have executed this Assignment as of the date first above written.

ASSIGNOR:

ACLAIME-BLUFFDALE, LLC, a Utah
Limited Liability Company

By: Aclaime Dynamics, LLC, a Utah Limited
Liability Company, Manager of

The Aclaime Group, a Utah Limited Liability
Company, Manager of

The Aclaime Group Management, LLC, a
Utah Limited Liability Company, Sole
Member of

By: Justin Luetterodt, Sole Member of the
Aclaime Group Management, LLC, a Utah
Limited Liability Company

ACLAIME BLAND RESIDENTIAL
INVESTMENT, LLC

By: _____
Name: Justin Luetterodt, Manager

ASSIGNEE

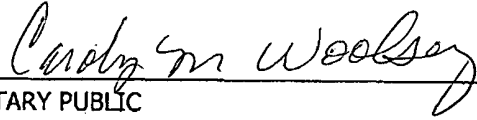
L.H. PERRY INVESTMENTS, LLC

By: William O. Perry
Name: William O. Perry
Title: Manager

State of Utah }
 } ss.
County of Salt Lake }

On the **Third day of July, 2013**, before me, personally appeared **William O. Perry, III, Manager of L. H. Perry Investments, LLC**, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) are/is 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 his/her/their signature(s) on the instrument that person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



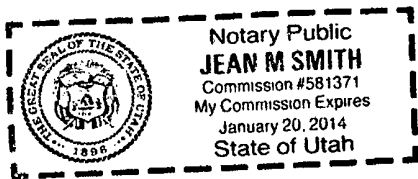
NOTARY PUBLIC




State of Utah }
 } ss.
County of Salt Lake }

On the **Third of July, 2013**, before me, personally appeared **Justin Luetzgerodt, Sole Member of The Aclaime Group Management, LLC, Manager of The Aclaime Group, LLC, Manager of Aclaime Dynamics, LLC, Manager of Aclaime BLuffdale, LLC and Justin Luetzgerodt, Manager of Aclaime Bland Residential Investment, LLC**, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) are/is 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 his/her/their signature(s) on the instrument that person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.





NOTARY PUBLIC

EXHIBIT A

PERRY PARCEL

BEGINNING AT A POINT OF THE SOUTHERLY RIGHT-OF-WAY LINE OF 14600 SOUTH STREET, SAID BEING SOUTH 89°55'52" EAST 1,079.57 FEET ALONG THE SECTION LINE AND SOUTH 00°04'08" WEST 53.00 FEET FROM THE EAST QUARTER CORNER OF SECTION 11, TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE SOUTH 89°55'52" EAST 116.22 FEET ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID 14600 SOUTH STREET TO THE WESTERLY RIGHT-OF-WAY LINE OF PORTER ROCKWELLROAD;

THENCE SOUTH 44°45'10" EAST 35.54 FEET ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID PORTER ROCKWELL ROAD; THENCE SOUTH 00°25'21" WEST 600.93 FEET ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID PORTER ROCKWELL ROAD; THENCE SOUTH 89°59'14" WEST 503.24 FEET; THENCE SOUTHWESTERLY 88.46 FEET ALONG THE ARC OF A 200.00 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS SOUTH 00°00'46" EAST AND THE CHORD BEARS SOUTH 77°19'00" WEST 87.74 FEET WITH A CENTRAL ANGLE OF 25°20'27"); THENCE NORTH 25°21'21" WEST 206.55 FEET; THENCE NORTHEASTERLY 117.92 FEET ALONG THE ARC OF A 662.88 FOOT RADIUS CURVE TO THE RIGHT (CENTER BEARS SOUTH 48°57'11" EAST AND THE CHORD BEARS NORTH 46°08'35" EAST 117.77 FEET WITH A CENTRAL ANGLE OF 10°11'33"); THENCE NORTH 51°14'22" EAST 470.78 FEET; THENCE NORTHEASTERLY 121.20 FEET ALONG THE ARC OF A 806.39 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS NORTH 38°45'38" WEST AND THE CHORD BEARS NORTH 46°56'02" EAST 121.08 FEET WITH A CENTRAL ANGLE OF 08°38'41") TO THE POINT OF BEGINNING.

Tax ID # 33-12-300-070, 072

EXHIBIT B

ARTEMIS DEVELOPMENT AGREEMENT

Original Agreement recorded July 2, 2008 as Entry No. 10470370, in Book 9623 at Page 8016.

Amended April 6, 2011 as Entry No. 1162662, in Book 9916 at Page 8016.

Amended May 3, 2011 as Entry No. 11177108, in Book 9922, at Page 3113.

Assigned and assumed January 15, 2013 as Entry No. 11556689, in Book 10098 at Page 447.