

WHEN RECORDED, RETURN TO:

AMH Development, LLC  
23975 Park Sorrento, Suite 300  
Calabasas, CA 91302  
Attn: Legal Department

179407 - CAP  
58-041-0281

Space Above This Line Reserved for Recorder's Use

**ASSIGNMENT OF NOTICE OF INTEREST**

**THIS ASSIGNMENT OF NOTICE OF INTEREST** (this “**Assignment**”) is dated as of this 21 day of August, 2024, by and between VPAMH BRIXTON LB LLC, a Delaware limited liability company (“**Assignor**”), and AMH DEVELOPMENT, LLC, a Delaware limited liability company (“**Assignee**”).

**WHEREAS**, Assignor entered into that certain Notice of Interest recorded on September 9, 2022, in the Official Records of Utah County, Utah, as Document No. 99243:2022 (the “**Notice of Interest**”), pursuant to which Assignor claims an interest in and to certain real property described on **Exhibit A** attached hereto located in the County of Utah, State of Utah (the “**Property**”).

**WHEREAS**, Assignor’s interest in the Property arises pursuant to a Purchase and Sale Agreement with an effective date of June 16, 2022 (as amended, restated or otherwise modified from time to time, the “**Purchase Agreement**”) between Assignor and Saratoga 262 Partners LLC, a Utah limited liability company (“**Seller**”), and the filing of the Notice of Interest was authorized by Seller pursuant to the Fifth Amendment to Purchase and Sale Agreement effective as of September 2, 2022.

**WHEREAS**, pursuant to that certain Option Agreement, dated as of September 9, 2022, between Assignor and Assignee (as amended, restated or otherwise modified from time to time, the “**Option Agreement**”), Assignee and its affiliate are acquiring all of the property described therein, and concurrently with such acquisition, Assignor is assigning to Assignee all of Assignor’s

right, title and interest in and to the Purchase Agreement (including, without limitation, the Fifth Amendment to Purchase and Sale Agreement).

**WHEREAS**, in connection with such acquisition and such assignment of the Purchase Agreement, Assignor desires to assign and transfer to Assignee all of Assignor's right, title and interest in, to and under the Notice of Interest, and Assignee desires to receive and accept from Assignor all of Assignor's right, title and interest in, to and under the Notice of Interest, subject to all of the terms and conditions of this Assignment.

**NOW, THEREFORE**, in consideration of the premises above and the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment. Assignor hereby assigns, sets over and transfers to Assignee, and Assignee hereby takes and accepts from Assignor, all of Assignor's right, title and interest in, to and under the Notice of Interest.

2. Acceptance of Assignment. Assignee hereby accepts the transfer and assignment of Assignor's right, title and interest in, to and under the Notice of Interest pursuant to Section 1 above.

3. Assignor Representation. Assignor represents and warrants that, as of the date of this Assignment: (i) there have been no prior assignments of the Notice of Interest by Assignor; and (ii) Assignor has full power and authority to execute and deliver this Assignment.

4. Amendment. This Assignment may not be amended, modified or otherwise changed except by a written instrument duly executed by Assignee and Assignor.

5. Governing Law. This Assignment shall be governed and construed in all respects by the laws of the State in which the Property is located.

6. Counterparts. This Assignment may be executed simultaneously or in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

7. Binding Effect. This Assignment shall inure to the benefit of and shall be binding upon and against the parties hereto and their respective successors, successors-in-title and assigns.

8. Further Assurances. Each party hereto shall promptly execute and deliver to the other party hereto any additional instrument or other document which the other party hereto reasonably requests to evidence or better effect the assignment contained herein.

**[CONTINUED ON FOLLOWING PAGE]**

IN WITNESS WHEREOF, the undersigned have executed this Assignment of Notice of Interest as of the day and year first above written.

**ASSIGNOR:**

VPAMH BRIXTON LB LLC,  
a Delaware limited liability company

By: VP Diamond NoteCo LLC  
Its: Sole Member

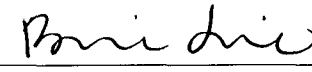
By: Värde Partners, Inc.  
Its: Manager

By:   
Name: Anders Gode  
Its: Managing Director

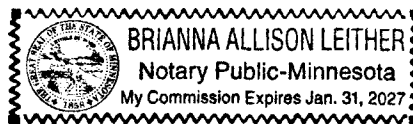
[SEAL]

State of Minnesota        )  
  §  
County of HENNEPIN        )

The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of August, 2024, by Anders Gode, as Managing Director of Värde Partners, Inc., the Manager of VP Diamond NoteCo LLC, the Sole Member of VPAMH BRIXTON LB LLC, a Delaware limited liability company.


  
Notary Public

SEAL:



**ASSIGNEE:**

AMH DEVELOPMENT, LLC,  
a Delaware limited liability company

By:   
Name: Helen Cho  
Its: VP – Real Estate Transactions

[SEAL]

**ACKNOWLEDGMENT**

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

State of California )  
County of Los Angeles )

On 8/6/2024, before me, Christopher Wiecek  
- Notary Public,  
(insert name and title of the officer)

Notary Public, personally appeared Helen Cho,  
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 

(Seal)

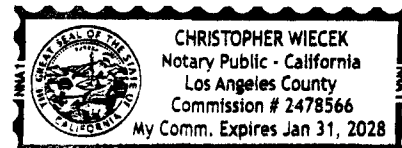


Exhibit A

## PROPERTY

**200' Boundary around AMH property**

A parcel of ground located in the Southeast Quarter of Section 33 and the Southwest Quarter of section 34, Township 5 South, Range 1 West, Salt Lake Base and Meridian, being more particularly described as follows:

Beginning at a point 38.57 feet South 89°50'07" East along the North line of said Southwest Quarter, from the West Quarter Corner of said Section 34, ; thence South 89°50'07" East, 200.00 feet; ; thence South 0°29'47" West, 330.47 feet; thence North 89°51'06" West, 308.45 feet; thence North 89°10'42" West, 49.13 feet; thence South 32°18'00" East, 399.68 feet to the beginning of a 200.00 foot radius, non-tangent curve to the left; thence southerly along said curve through a central angle of 33°38'37" an arc distance of 117.44 feet (chord bears South 15°28'42" East, 115.76 feet); thence South 32°18'00" East, 462.72 feet; thence South 57°42'00" West, 457.82 feet to the beginning of a 349.50 foot radius curve to the right; thence southwesterly along said curve through a central angle of 19°28'26" an arc distance of 118.79 feet (chord bears South 67°26'13" West, 118.22 feet); thence South 77°10'26" West, 221.02; thence South 57°42'00" West, 627.87 feet; thence North 32°22'16" West, 1,602.16 feet; thence North 0°00'00" East, 512.08 feet; thence South 89°19'12" East, 329.52 feet; thence South 0°00'00" East, 129.50 feet; thence North 89°19'11" West, 129.51 feet; thence South 0°00'00" East, 322.15 feet; thence South 32°22'16" East, 1,344.35 feet; thence North 57°42'00" East, 436.78 feet to the beginning of a 149.50 foot curve to the right; thence northeasterly along said curve through a central angle of 19°28'26" an arc distance of 50.81 feet (chord bears North 67°26'13" East, 50.57 feet); thence North 77°10'26" East, 229.68 feet to the beginning of a 149.50 foot radius curve to the left; thence northeasterly along said curve through a central angle of 19°28'26" an arc distance of 50.81 feet (chord bears North 67°26'13" East, 50.57 feet); thence North 57°42'00" East, 257.82 feet; thence North 32°18'00" West, 262.72 feet to the beginning of a 400.00 foot curve to the right; thence northerly along said curve through a central angle of 23°36'58" an arc distance of 164.87 feet (chord bears North 20°29'31" West, 163.71 feet); thence North 32°18'00" West, 719.53 feet; thence South 89°10'42" East, 417.24 feet; thence South 89°51'06" East, 108.49 feet; thence North 0°29'47" East, 130.52 feet to the point of beginning.

Containing 1,000,037 sq. ft., or 22.958 acres more or less