

## LOAN ASSET AND FORECLOSURE POSITION TRANSFER AGREEMENT

THIS LOAN ASSET AND FORECLOSURE POSITION TRANSFER AGREEMENT (“*Agreement*”) is made this 24<sup>th</sup> day of November, 2009 by PARKER JORDAN METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado (“*Transferee*”) and FIRST HORIZON HOME LOANS, a division of First Tennessee Bank National Association, a national banking association (successor by merger to First Horizon Home Loan Corporation, a Kansas corporation), as the lender (“*Lender*” and in the capacity hereunder as the transferor, the “*Transferor*”).

### RECITALS:

WHEREAS, Transferor is the owner of that certain loan (the “*Loan*”) evidenced by (i) that certain Acquisition and Development Loan Agreement dated as of September 15, 2005 executed by Borrower and Lender for loans not to exceed the maximum advance amount of \$3,818,000.00 (the “*Loan Agreement*”) and (ii) that certain Promissory Note dated as of September 15, 2005, in the original principal amount of \$3,818,000.00 executed by VERMILION CREEK CONDOMINIUMS, LLC, a Colorado limited liability company (“*Borrower*”) and payable to the order of Lender (the “*Note*”);

WHEREAS, the Note is secured by a Deed of Trust (the “*Deed of Trust*”) dated of even date with the Note, given by Borrower (as “*Grantor*” thereunder) to the Arapahoe County, Colorado Public Trustee (as the “*Trustee*” thereunder), for the benefit of Lender (as the “*Beneficiary*” thereunder), recorded October 5, 2005 at Reception No. B5150527 in the Office of the Clerk and Recorder for Arapahoe County, Colorado, covering certain property described on Exhibit A attached to the Deed of Trust (the “*Property*”);

WHEREAS, the Loan is guaranteed by Jason W. Sherrill, Michael Rice, Robert Strain, Richard Flanery, Shortlegged-Tiger 2, LLC, a Colorado limited liability company, and Victim of Progress, LLC, a Colorado limited liability company (each a “*Guarantor*” and collectively, the “*Guarantors*”) pursuant to that certain Unlimited Guaranty of Payment and Performance, also dated as of September 15, 2005, signed by each of the Guarantors (the “*Guaranty*”);

WHEREAS, the Loan is in default and Transferor has commenced foreclosure proceedings under the terms of the Deed of Trust with the Arapahoe County Public Trustee (the “*Public Trustee*”) as foreclosure number 2502-2009 (the “*Foreclosure*”); and

WHEREAS, Transferee has requested that Transferor assign to Transferee the Loan Agreement, the Note, the Deed of Trust, the Guaranty and any financing statement, all other evidences of indebtedness relating thereto, and all other collateral documents securing the Loan (collectively, the “*Loan Documents*”), the right to complete the Foreclosure, and all other Loan Assets (as defined below) in consideration for the payment to Transferor of the Purchase Price (as defined below).

NOW, THEREFORE, in consideration of the full payment to Transferor of the Purchase Price and in further consideration of the covenants contained herein, and for Ten Dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

## PURCHASE AND SALE OF LOAN

Section 1. *Agreement to Transfer Loan Assets; Due Diligence.* Subject to the terms, conditions, limitations, waivers and disclaimers set forth in this Agreement, Transferor agrees to sell, assign, transfer and convey to Transferee and Transferee agrees to purchase and accept the assignment, transfer and conveyance of all of Transferor's rights, titles interest and claims in and to: (a) the Loan Documents and in the Foreclosure (collectively, the "*Foreclosure Position*"); and (b) any and all plans and specifications, surveys, maps, site plans, plats, drawings, test reports (including, without limitation, engineering test reports), appraisals, and other documents, relating to the Loan solely to the extent in Transferor's possession (along with the Loan Documents and the Foreclosure Position, the "*Loan Assets*"). The Loan Assets are being transferred and assigned to Transferee "as is, with all faults", and without representation or warranty of any kind or nature, express or implied except as expressly set forth herein. Transferee shall have from the date hereof until noon Denver time on Friday, December 4, 2009 (the "*Due Diligence Period*") to review such information as Transferee may deem necessary, but subject in all respects to the terms and conditions of the Confidentiality Agreement executed on behalf of Transferee dated November 5, 2009 (the "*Confidentiality Agreement*"). In the event the Transferee delivers written notice to Transferor terminating this Agreement (the "*Termination Notice*") for any reason or no reason, in Transferee's sole and absolute discretion) on or before the end of the Due Diligence Period, then this Agreement shall be deemed terminated, the Deposit shall be forthwith returned to Transferee, Transferee shall promptly return to Transferor all materials and documents previously delivered to Transferee pursuant to the Confidentiality Agreement, and the parties shall be released from any further liability hereunder. Failure of Transferee to deliver such written notice of termination shall be deemed an election by Transferee not to terminate this Agreement and the Deposit shall thereafter become non-refundable, except as expressly set forth herein.

Section 2. *Purchase Price and Deposit/Payment/Closing.* Transferee shall pay to Transferor, for the purchase of the Loan Assets, the amount of Eight Hundred Ninety Five Thousand Dollars (\$895,000.00) (the "*Purchase Price*") by wire transfer pursuant to wire transfer instructions attached hereto as Exhibit C (the "*Wire Instructions*"). The Purchase Price shall be payable as follows: (i) on or before noon Denver time on the first business day following the parties execution of this Agreement, Transferee shall deliver to Fidelity National Title Company, whose name and address shall be specified by Transferee ("*Escrow Agent*") a deposit (the "*Deposit*") in the amount of Three Hundred Fifty Thousand Dollars (\$350,000) to be funded under an escrow arrangement acceptable to both Parties (the "*Escrow*"). The Deposit shall become non-refundable for any reason (except as specifically provided herein) if the Transferee does not timely deliver its Termination Notice to Transferor, whereupon the Deposit shall be immediately paid over to Transferor on or before 1:00 Denver time on the December 4, 2009 in accordance with the Wire Instructions; and (ii) the balance of the Purchase Price (less the Fee as set forth below) shall be payable by Transferee to Transferor on or before 5:00 p.m. Denver time on Friday, December 11, 2009 (the "*Closing Date*") in accordance with the Wire Instructions (the "*Transfer Date*"). The Loan Assets shall be deemed transferred to Transferee as of the Transfer Date. On the Closing Date, Transferee shall pay to the Escrow Agent that portion of the Purchase Price in the amount of 4% thereof in the amount of Thirty-Five Thousand

Eight Hundred Dollars and No Cents (\$35,800.00) as a finder's fee (the "Fee") payable to will be Grant Street Ventures, LLC, a Colorado limited liability company, located at 9145 E. Kenyon Avenue, Suite 320, Denver, CO 80237 ("Finder") and Escrow Agent shall fund the Fee to the Finder in accordance with the Finder's wire transfer or other payment instructions.. Other than the Fee, the parties represent that there are no other brokers or finders entitled to any fees or commissions in connection with the transaction represented hereby and Transferee agrees to hold harmless and indemnify Transferor from and against any fees or costs by or through any broker or finder asserting a right to a commission or finder's fee.

Section 3. *Taxes Resulting From Purchase.* Transferee shall be responsible and assumes liability for the payment of all taxes, if any, arising out of the sale of the Loan and assignment contemplated hereby, including, without limitation, all intangible, transfer, recordation, mortgage, stamp, sales taxes or any other taxes, IF ANY, arising from or payable in connection with the sale and assignment of the Loan Assets. Any property taxes or other taxes affecting the Property shall be the sole responsibility of Transferee.

Section 4. *Assignment of Note and Deed of Trust.* On the Transfer Date, Transferor shall execute and deliver to the Escrow Agent an assignment of the Note by an allonge in the form of Exhibit A (the "Allonge"), an assignment of the Deed of Trust by an Assignment of Deed of Trust in the form of Exhibit B (the "Assignment of Deed of Trust" and together with the Allonge and the Omnibus Assignment referenced below, the "Transfer Documents"). Transferor shall also execute and deliver to the Escrow Agent a letter addressed to the Public Trustee confirming the transfer of the Loan Assets to Transferee with the instruction that the Foreclosure may be completed in the name of the Transferee. Transferee shall be exclusively responsible for the filing and recording of all Transfer Documents and for all filing fees, expenses, taxes and charges incident thereto, if any, including any transfer fee required to be paid to the Public Trustee in connection with the assignment thereof and the right of Transferee to complete the Foreclosure as the real party in interest and owner of the Loan from and after the Transfer Date. The originals of the Note and Deed of Trust shall be delivered to Transferee on the Transfer Date unless such originals are in the possession of the Public Trustee, in which event the Transferee shall be solely responsible for obtaining the originals from the Public Trustee upon completion or withdrawal of the Foreclosure. The remainder of the Loan Documents shall be transferred by Transferor to Transferee by Omnibus Assignment, the form of which shall be agreed upon by the parties prior to the expiration of the Due Diligence Period. All Transfer Documents hereunder shall be dated as of the Transfer Date and, except as expressly provided herein, shall be delivered to Transferee WITHOUT RECOURSE TO TRANSFEROR AND WITHOUT REPRESENTATION OR WARRANTY.

Section 5. *Foreclosure Matters; Legal Representation.* The parties acknowledge that the rights to complete the Foreclosure and to pursue any remedies under any of the Loan Documents are subject in all respects to matters of public record and to any rights the Borrower or Guarantors may have under the bankruptcy or other laws relating to debtor and creditor rights, generally. Transferee acknowledges that the Foreclosure pleadings are of public record with the Public Trustee and agrees that Transferee has conducted its own due diligence thereon and with respect to the Property. Transferee shall be solely responsible for payment of any legal fees and costs, including all Foreclosure, costs incurred in connection with the Loan and Foreclosure of the Deed of Trust from and after the Transfer Date. Transferor represents and warrants to

Transferee that Transferor has paid and shall pay all legal fees and costs to its current legal counsel prior to and including the Transfer Date. From and after the Date of this Agreement and continuing until this Agreement is terminated or the Closing Date, Transferor shall not extend the Foreclosure sale date beyond its currently scheduled date of January 13, 2010. Transferor shall maintain the filings in the Foreclosure and comply with all dates and deadlines in connection with the Foreclosure process; provided that Transferor shall terminate any receivership proceedings affecting the Property, if any, from and after the Transfer Date, or earlier at Transferor's election. Transferor shall maintain complete control over the Foreclosure through the expiration of the Due Diligence Period and, thereafter, Transferor agrees not to take any action to extend or withdraw the Foreclosure without the consent of Transferee.

**Section 6. *Transferee's Duties Regarding the Loan and Foreclosure.*** In the event that the Foreclosure Position is or becomes subject to any claim, action, lawsuit or other proceeding, administrative or otherwise filed by or on behalf of the Borrower, including but not limited to, any bankruptcy filings filed by or against Borrower under the Loan, Transferee shall file or respond in such action as a new proceeding, unrelated to the Foreclosure filed on behalf of Transferor, from or after the Transfer Date. Transferee assumes the risk of any Borrower or Guarantor bankruptcy after the expiration of the Due Diligence Period.

**Section 7. *No Use of Names.*** At all times after the Transfer Date, Transferee shall not litigate or prosecute any claim for collection or otherwise in the name of the Transferor, nor shall Transferee, intentionally or unintentionally, through misdisclosure or nondisclosure, mislead or conceal the identity or its ownership of the Foreclosure Position purchased pursuant to this Agreement. Transferee shall not use or permit the use by its agents, successors or assigns, of any name or combination of letters which is similar to the names of Transferor.

**Section 8. *Risk of Loss/Insured Collateral.*** From and after the date of this Agreement: (i) Transferor shall have no duty to obtain or maintain any risk insurance on any collateral, and (iii) Transferor reserves the right to cancel any existing risk insurance policies placed by Transferor, if any, and to retain any refunded premium or deposit amounts relating thereto.

**Section 9. *Transferee's Compliance With Laws.*** Transferee covenants and agrees that it will comply in all material respects with all applicable federal and/or state laws governing or otherwise pertaining in any manner to the servicing, collection or enforcement of the Loan transferred and assigned by Transferor to Transferee pursuant to this Agreement, including but not limited to, compliance with the following: (i) the Federal Fair Debt Collection Practices Act (15 U.S.C.A. §1691 et seq. as amended) and any state statute equivalent thereto and the Fair Credit Reporting Act (15 U.S.C.A. §1681 et seq. as amended), (ii) the Real Estate Settlement Procedures Act of 1974, as amended (12 U.S.C.A. §2601 et seq. as amended), (iii) the Federal Truth In Lending Act of 1968, as amended and Regulation Z promulgated thereunder (12 CFR Part 226), (iv) the Depository Institutions Deregulation and Monetary Control Act of 1980, as amended, (12 U.S.C.A. §1735f 7), (v) the Equal Credit Opportunity Act (15 U.S.C. 1691 et seq. as amended) and Regulation B promulgated thereunder (12 CFR Part §202), and/or (vi) all applicable state or federal usury laws and regulations promulgated pursuant thereto.

Section 10. *Transferee Indemnification.* From and after the Transfer Date, and to the extent permitted by law, Transferee for itself and for and on behalf of all of Transferee's successors or assigns, shall indemnify, hold harmless and defend (through attorneys reasonably acceptable to Transferor) Transferor, all parent companies, subsidiaries and affiliates thereof, and all officers, directors, members, employees, agents and attorneys thereof (collectively, the "*Indemnified Transferor Parties*") against and from any and all liability for, and from and against any and all claims, demands, penalties, fines, forfeitures, judgments and attorneys fees, costs, losses or damages Transferor or any of the other Transferor Indemnified Parties shall incur or suffer as a result (directly or indirectly) of: (i) any negligent act or omission of Transferee in connection with the Loan and Transferee's purchase of the Loan Assets pursuant to this Agreement, (ii) the breach of any of Transferee's covenants herein or , or (iii) any claim by Borrower under the Note regarding the subsequent actions of Transferee in enforcement, servicing or administration of the Loan by Transferee following the Transfer Date. Nothing herein shall be deemed to require Transferee to indemnify Transferor for any wrongful or negligent actions (if any) taken by Transferor that may be actionable by any party or with respect to any action taken by Transferor occurring prior to the Transfer Date.

Section 11. *As-Is Sale and Transfer; NO REPRESENTATIONS AND WARRANTIES OF TRANSFEROR EXCEPT AS STATED HEREIN; FORECLOSURE BID.* THE LOAN IS BEING SOLD "AS IS" AND "WITH ALL FAULTS," WITHOUT ANY REPRESENTATION OR WARRANTY WHATSOEVER AS TO EITHER CONDITION, FITNESS FOR ANY PARTICULAR PURPOSE, MERCHANTABILITY OR ANY OTHER WARRANTY, EXPRESS OR IMPLIED, EXCEPT FOR THE REPRESENTATIONS OF TRANSFEROR SET FORTH ELSEWHERE IN THIS AGREEMENT. TRANSFEROR SPECIFICALLY DISCLAIMS ANY WARRANTY, GUARANTY OR REPRESENTATION, ORAL OR WRITTEN, PAST OR PRESENT, EXPRESS OR IMPLIED, CONCERNING THE LOAN, THE GUARANTY, THE COLLATERAL OR THE LOAN DOCUMENTS. Notwithstanding the foregoing, Transferor warrants to Transferee as follows: (i) Transferor is the holder and owner of the Loan and the Loan Documents, (ii) Transferor has full right, power and authority to assign the Loan Documents and to otherwise assign and transfer all other Loan Assets, (iii) the Loan has not been previously sold, assigned or transferred (other than the transfer by merger from First Horizon Home Loan Corporation, as the original Lender, to Transferor), (iv) Transferor has delivered true and correct copies of the Loan Documents to Transferor or its agent pursuant to the Confidentiality Agreement; (v) the undersigned is fully authorized to execute this instrument on behalf of the Transferor; (vi) neither Borrower nor any Guarantor has, to the best of the knowledge of Transferor as of the date of this Agreement (but without updating any searches relating thereto), filed for bankruptcy or made any claim or notified Transferor of any defense to, or otherwise filed any action or proceeding against Transferor as lender under the Loan Documents, in relation to the Loan, the Guaranty or the Foreclosure; and (viii) Transferor represents that the outstanding principal balance of the Loan as of the date of this Agreement is as set forth in Exhibit D (the "*Balance Due*"). Transferor agrees to provide an updated Exhibit D as of the Transfer Date, showing the Balance Due and setting forth the other amounts shown by Transferor (including interest and costs and fees paid to date by Transferor) as of such date. Following the Transfer Date, Transferee shall have the sole obligation to submit a bid to the Public Trustee in the Foreclosure in such amount as it may determine in Transferee's sole discretion. Transferee accepts the risk that a third party bidder may deliver a bid to the Public Trustee in the Foreclosure and the rights of Transferee to obtain title to the Property are subject

in all respects to the rights of third party bidders, the Borrower's rights to cure and any other lienors' rights to redeem, if any.

Section 12. *Independent Evaluation.* Transferee's decision to purchase the Loan Assets and Foreclosure Position pursuant to this Agreement is and was based upon Transferee's own independent evaluation of information deemed relevant to Transferee, including, but not limited to Transferee's independent evaluation of public information, the Property and the related Borrower information. Transferee acknowledges and agrees that such information, through no fault of Transferor, may not be complete. Transferee has relied solely on its own investigation and it has not relied upon any oral or written information provided by Transferor or its personnel, attorneys or agents and acknowledges that no employee, agent, attorney or representative of Transferor has been authorized to make, and that Transferee has not relied upon, any statements of Transferor other than those specifically contained in this Agreement. Except with regard to those matters set forth in that certain Settlement Agreement and Release by and between Tetra Tech, Inc. and Transferor, dated October 29, 2009 (a copy of which has been delivered by Transferor to Transferee), Transferor makes no representation as to the Property or other collateral for the Loan, including whether there are any other liens (whether tax, junior or otherwise) affecting the collateral for the Loan. Transferee understands that it is the Transferee's obligation to confirm the status of the Property as collateral under the Deed of Trust and all matters to be considered by Transferee in seeking to enforce the lien of the Deed of Trust against such Property.

Section 13. *Economic Risk.* Transferee acknowledges that the Loan or Property may have limited or no liquidity and Transferee has the financial wherewithal to own the Loan and to bear the economic risk of an outright purchase of the Loan.

Section 14. *Authority.* Transferee represents and warrants that it has the full power, capacity, authority and capability to execute, deliver and perform under the terms of this Agreement. Transferee shall deliver to Transferor a good standing certificate or other evidence that Transferee is properly formed and in good standing in the state of its incorporation or organization. Transferee represents and warrants to Transferor that Transferee is not affiliated with Borrower and is not otherwise obligated on the Loan debt evidenced by the Note and Deed of Trust.

Section 15. *Environmental Matters.* Transferee expressly understands, acknowledges and agrees that Transferor makes no representation whether or not there may be violations of Environmental Laws (as defined below) or other environmental issues and/or risks with respect to the Collateral (together with all buildings, structures and improvements situated thereon that may or may not be visible or apparent and which may or may not be above or below the surface thereof. Transferor is not transferring any Property to Transferee. Transferee assumes the risk that any such environmental conditions may exist and Transferee accepts the risk that such conditions may have upon the actual and/or Transferee's perceived valuation, risks or the assessment thereof and/or hazards associated with or related to the Property. "*Environmental Laws*" includes the (i) the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. §9601, et seq.; (ii) the Hazardous Materials Transportation Act, as amended, 49 U.S.C. §1801, et seq.; (iii) the Resource Conservation and Recovery Act, as amended, 42 U.S.C. §6901, et seq.; and (iv) regulations adopted and publications promulgated

pursuant to the aforesaid laws; (b) asbestos in any form which is or could become friable, urea formaldehyde foam insulation, transformers or other equipment which contain dielectric fluid containing levels of polychlorinated biphenyls in excess of fifty (50) parts per million; (c) underground storage tanks; and (d) any other chemical, material or substance, exposure to which is prohibited, limited or regulated by any governmental authority or which may or could pose a hazard to the health and safety of the occupants of the Property or the owners and/or occupants of any adjoining property.

Section 16. *Rights Cumulative; Waivers.* The rights of each of the parties under this Agreement are cumulative and may be exercised as often as any party considers appropriate under the terms and conditions specifically set forth. The rights of each of the parties hereunder shall not be capable of being waived or varied otherwise than by an express waiver or variation in writing. Any failure to exercise or any delay in exercising any of such rights shall not operate as a waiver or variation of that or any other such right.

Section 17. *Further Assurances.* The parties will execute and deliver such further instruments of conveyance and transfer and take such additional action as either party may reasonably request to effect, consummate, confirm or evidence the transactions contemplated by this Agreement.

Section 18. *Headings.* The headings of the Sections contained in this Agreement are inserted for convenience only and shall not affect the meaning or interpretation of this Agreement or any provision hereof.

Section 19. *Integrated Agreement.* This Agreement constitutes the final complete expression of the intent and understanding of Transferee and Transferor. This Agreement shall not be altered or modified except by a subsequent writing, signed by Transferee and Transferor.

Section 20. *Counterparts.* This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument, and either party hereto may execute this Agreement by signing any such counterpart.

Section 21. *No Third Party Beneficiaries.* Each of the provisions of this Agreement is for the sole and exclusive benefit of Transferee, Transferor and none of the provisions of this Agreement shall be deemed to be for the benefit of any other person or entity.

Section 22. *Severability.* Each part of this Agreement is intended to be several. If any term, covenant, condition or provision hereof is unlawful, invalid or unenforceable for any reason whatsoever, such illegality, invalidity or unenforceability shall not affect the legality, validity or enforceability of the remaining parts of this Agreement, and all such remaining parts hereof shall be valid and enforceable and have full force and effect as if the invalid or unenforceable part had not been included.

Section 23. *Construction.* Unless the context otherwise requires, singular nouns and pronouns, when used herein, shall be deemed to include the plural and vice versa, and impersonal pronouns shall be deemed to include the personal pronoun of the appropriate gender.

Section 24. *Assignment.* This Agreement and the terms, covenants, conditions, provisions, obligations, undertakings, rights and benefits hereof, including the attachments hereto, shall be binding upon, and shall inure to the benefit of, the undersigned parties and their respective heirs, executors, administrators, representatives, successors and assigns.

Section 25. *Survival.* Each and every covenant hereinabove made by Transferee or Transferor shall survive the delivery of the Transfer Documents and shall not merge into the Transfer Documents, but instead shall be independently enforceable.

Section 26. *Choice of Law.* THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF COLORADO.

Section 27. *Waiver of Jury Trial.* TO THE MAXIMUM EXTENT PERMITTED BY LAW, TRANSFEEE HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY IN RESPECT OF ANY CONTROVERSY CONCERNING THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

Section 28. *Attorney's Fees.* Should any dispute arise or litigation be commenced between the parties to this Agreement and the rights and duties of either in relation thereto, the party prevailing in such dispute or litigation shall be entitled, in addition to such other relief as may be granted, to all of its reasonable attorneys fees and costs. This provision shall apply in any dispute resolution proceedings as well as in any litigation commenced by a party hereunder.

Section 29. *Confidentiality.* Upon the Transfer Date, Transferee shall be released from any further obligations under the Confidentiality Agreement.

Section 30. *Notices.* Any notice permitted or required to be given pursuant to this Agreement shall be deemed to have been given when sent via email PDF to the persons identified below and receipt thereof has been confirmed and for which an original copy is then sent by Federal Express or other comparable overnight express courier service or by hand-delivery, if local (with proof of receipt available) for the following business day.

If to Transferor: Ms. Elise Giles  
First Horizon Home Loans  
1450 Frazee Rd., Suite 401  
San Diego, CA 92108  
Email: [egiles@firsthorizon.com](mailto:egiles@firsthorizon.com)

And with a copy to: M. Lou Raders, Esq.  
Kutak Rock LLP  
1801 California Street, Suite 3100  
Denver, CO 80206  
Email: [lou.raders@kutakrock.com](mailto:lou.raders@kutakrock.com)

If to Transferee: Mr. Norman Sheldon  
Parker Jordan Metropolitan District  
9145 E. Kenyon Avenue, Suite 320



Denver, CO 80237  
Email: nasheldon@gmail.com

And with a copy to: Vincent G. Toenjes, Esq.  
Gorrell Giles PC  
1331 Seventeenth Street, Suite 1000  
Denver, CO 80202  
Email: vincent.toenjes@gorrellgiles.com

[End of Document Text]

[Signature Pages Follows]

EXECUTED this 24<sup>th</sup> day of November, 2009.

**TRANSFEROR:**

FIRST HORIZON HOME LOANS, a  
division of First Tennessee Bank National  
Association, a national banking association  
(successor by merger to First Horizon Home  
Loan Corporation, a Kansas corporation)

By: *Elise K. Giles*  
Name: *Elise K. Giles*  
Title: *Sr. Vice President*

**TRANSFeree:**

\_\_\_\_\_, a  
Colorado \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_




**SIGNATURE PAGE  
TO  
LOAN ASSET AND FORECLOSURE POSITION TRANSFER AGREEMENT**

EXECUTED this 23 day of November, 2009.

FINDER :

GRANT STREET VENTURES LLC, a  
Colorado limited liability company

By:   
Name: Daniel R. Sheldon  
Title: Manager

**EXHIBIT A**

**ALLONGE**

Pay to the Order of \_\_\_\_\_, WITHOUT  
RECOURSE AND WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND OR  
NATURE, EXPRESS OR IMPLIED.

**FIRST HORIZON HOME LOANS, a  
division of First Tennessee Bank National  
Association, a national banking association  
(successor by merger to First Horizon Home  
Loan Corporation, a Kansas corporation)**

**By:** \_\_\_\_\_  
**Name:** \_\_\_\_\_  
**Title:** \_\_\_\_\_



This Assignment is made subject to the terms of that certain Loan Asset and Foreclosure Transfer Agreement dated November \_\_, 2009.

IN WITNESS WHEREOF, the assignor has executed this assignment the date and year first above written.

Attest:

FIRST HORIZON HOME LOANS, a division of First Tennessee Bank National Association, a national banking association (successor by merger to First Horizon Home Loan Corporation, a Kansas corporation)

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

State of \_\_\_\_\_  
County of \_\_\_\_\_  
\_\_\_\_\_

The foregoing instrument was acknowledged before me on

\_\_\_\_\_ (date) by  
\_\_\_\_\_  
\_\_\_\_\_

Witness My Hand and Seal

\_\_\_\_\_ Date Commission Expires  
\_\_\_\_\_  
\_\_\_\_\_

Notary Address

EXHIBIT C

WIRE TRANSFER INSTRUCTIONS

Payment of the amount required hereunder is to be made by wire transfer of Federal Funds to:

BANK:	FIRST TENNESSEE BANK – MEMPHIS
ABA NO.:	084000026
ACCOUNT OF:	FIRST HORIZON
ACCOUNT NO.:	100319056
REFERENCE:	Loan No. 61104901 Joanne Edwards 801.883.8341



EXHIBIT D

BALANCE DUE

The following is a summary of the total amount due under the Debt Instruments as of October 7, 2009:

<b>Loan #</b>	<b>Principal</b>	<b>Past Due Interest</b>	<b>Additional Interest thru 10/7/09</b>	<b>Legal and Costs</b>	<b>Total</b>
60506200-001	1,338,275.63	443,210.83	4,683.83	35,453.31	
<b>Total Due</b>	<b>1,338,275.63</b>	<b>443,210.83</b>	<b>4,683.83</b>	<b>35,453.31</b>	<b>\$1,821,623.74</b>