



DATE/TIME: 09/28/2022 1311  
FEE: \$30.00  
PAGES: 7  
FEE NUMBER: 2022-102663

RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:

Taylor Morrison  
4900 N. Scottsdale Road, Suite 6000  
Scottsdale, AZ 85251  
Attention: Ryan Huey

Space Above This Line Reserved for Recorder's Use

**MEMORANDUM of AGREEMENT**

**(Arizona – Pinal County)**

This MEMORANDUM OF AGREEMENT (this “**Memorandum**”) is entered into as of September 28, 2022, by and between TM HOMES OF ARIZONA, INC., an Arizona corporation (“**Seller**”), and RMHSLB Owner 1, LLC, a Delaware limited liability company (“**Purchaser**”).

1. Excess Proceeds from Sale of Model Homes.

Purchaser and Seller have entered into that certain unrecorded Model Home Purchase and Leaseback Agreement, dated as of even date herewith, as may be amended from time to time (the “**Agreement**”, which Agreement is by this reference incorporated herein), whereby Seller has the right to a portion of the distribution of Excess Proceeds (as defined in the Agreement), if any, from the sale to the home buying public of the model homes built on the real property described on Exhibit A attached hereto (the “**Property**”) and certain other real property owned by Purchaser, subject to the terms and conditions set forth in the Agreement. Any capitalized term used herein and not otherwise defined shall have the meaning given that term in the Agreement.

2. Subordination; Lender Rights.

Notwithstanding anything to the contrary contained in this Memorandum or in any other document, instrument or other agreement whatsoever (including, without limitation, the Agreement), unless and until all obligations and amounts due under the Loan and Loan Documents (as defined below) with respect to the Property have been paid in full, the Agreement and any and all of the rights of Seller to receive payments thereunder (including, without limitation, with respect to Excess Proceeds) are hereby subordinated, junior and inferior in every way to (i) the loan (the “**Loan**”) evidenced by that certain Senior Secured Revolving Credit Agreement dated on or about June 30, 2021 (as amended from time to time, the “**Credit Agreement**”) among RMHSLB INVESTMENTS 1, LLC, a Delaware limited liability company (the “**Borrower**”), the sole member of Purchaser, and CIBC BANK USA, an Illinois state chartered bank, as administrative agent for itself and the other Lenders a party thereto (collectively, “**Bank**”), (ii) any and all of the Loan Documents (as defined in the Credit Agreement) and every amendment, modification, renewal and extension thereof, and (iii) the exercise of Bank’s rights under and/or with respect to the Loan, the Credit Agreement and the other Loan Documents; provided, however,

that, as long as Seller is not in default of the Agreement beyond any applicable period in the Agreement given to Seller to cure such default, Seller's possession and occupancy of the Property pursuant to the terms of the Agreement shall not be interfered with or disturbed by the Bank during the term of the Lease (as defined in the Agreement).

3. Terms of Agreement.

The parties have executed and recorded this Memorandum to give notice of the Agreement and the rights of Seller with respect to Excess Proceeds. In the event of any conflict or inconsistency between this Memorandum and the Agreement, the Agreement shall control.

4. Successors and Assigns.

This Memorandum and the Agreement shall bind and inure to the benefit of the parties and their respective heirs, successors and assigns, subject, however, to any restrictions on assignment set forth in the Agreement.

5. No Alteration of Agreement.

This Memorandum is subject to the terms, covenants, conditions and provisions of the Agreement and is not intended and shall not be construed to alter, modify, limit, abridge or enlarge any of the terms, covenants, conditions or provisions of the Agreement.

6. Termination and Release.

Upon the conveyance of a Property from Purchaser to any unaffiliated third party (as evidenced by the recording in the official land records of the county in which the Property is located of a deed conveying title to the Property from Purchaser to such unaffiliated third party), the Property shall automatically be released from this Memorandum and all obligations and liabilities hereunder, the transferee of the Property and their successors and assigns shall have no obligations or liabilities under this Memorandum, and this Memorandum shall automatically terminate and be of no further force nor effect with respect to Property so conveyed without any further action by Seller or Purchaser and without the execution or recordation of any further document. This Section 6 shall not apply with respect to the conveyance of a Property from Purchaser to any affiliate of Purchaser.

7. Governing Law.

This Memorandum and the Agreement will be construed under the laws of the state where each Property is located, without regard to choice-of-law rules of any jurisdiction.

8. Counterparts.

This Memorandum may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute one and the same instrument.


[THE REST of this PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, Seller and Purchaser have executed this Memorandum of Agreement as of the date first above written.

**SELLER:**

TM-HOMES OF ARIZONA, INC.,  
an Arizona corporation

By:

  
Name: Darrell C. Sherman

Title: Chief Legal Officer, Executive Vice President and Secretary

**PURCHASER:**

RMHSLB OWNER 1, LLC,  
a Delaware limited liability company

By: \_\_\_\_\_

Name: Gail S. Migita

Its: Senior Vice President, Legal Affairs

CONFIDENTIAL

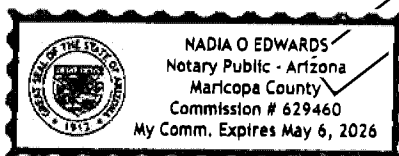
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE of Arizona )  
 ) ss  
COUNTY of Maricopa )

On September 21<sup>st</sup>, 2022 before me, Nadia O. Edwards, Notary Public, personally appeared Harrell C. Sherman, who signed the above-referenced Instrument in my presence 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 Arizona that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



[Seal]

Nadia O. Edwards  
Signature of Notary Public

ARIZONA

# 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

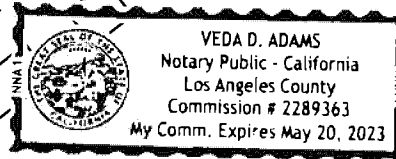
On September 21, 2022 before me, Veda D. Adams, Notary Public  
(insert name and title of the officer)

personally appeared Gail S. Migita,  
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**

**LEGAL DESCRIPTION**

3583 E Cape Marigold Ln, San Tan Valley 85140	Pinal	Lot 185, Combs Ranch - Unit 1, according to the Final Plat thereof, recorded under Fee Number 2021-072984 records of Pinal County, Arizona.
3601 E Cape Marigold Ln, San Tan Valley 85140	Pinal	Lot 186, Combs Ranch - Unit 1, according to the Final Plat thereof, recorded under Fee Number 2021-072984 records of Pinal County, Arizona.