
[ABOVE SPACE RESERVED FOR RECORDING DATA]

AFTER RECORDING RETURN TO:

SDP REIT, LLC
Attention: Michael C. Nixon
1240 East 2100 South, Suite 300
Salt Lake City, Utah 84106

CROSS DEFAULT/CROSS COLLATERALIZATION AGREEMENT

THIS CROSS DEFAULT/CROSS COLLATERALIZATION AGREEMENT (this “**Agreement**”) is made and entered into on October 29, 2021, by and among AJ FIRESIDE PARK CITY LLC, a Delaware limited liability company with a mailing address of 2780 North Moose Wilson Road (physical address), PO Box 1827 (mailing address), Wilson, Wyoming 83014 (“**AJ Fireside**”), BENLOCH RANCH LAND COMPANY, LLC, a Utah limited liability company with a mailing address of 2780 North Moose Wilson Road (physical address), PO Box 1827 (mailing address), Wilson, Wyoming 83014 (“**Benloch Ranch**,” and together with AJ Fireside, “**Benloch Borrower**”), FIRESIDE WHITEFISH LLC, a Wyoming limited liability company with a mailing address of 2780 North Moose Wilson Road (physical address), PO Box 1827 (mailing address), Wilson, Wyoming 83014 (“**Fireside Whitefish**,” and together with Benloch Borrower, “**Borrower**”), SDP REIT, LLC, a Delaware limited liability company whose address is 1240 East 2100 South, Suite 300, Salt Lake City, Utah 84106 (“**SDP REIT**”), and SDP FINANCIAL 2020, LP, a Delaware limited partnership whose address is 1240 East 2100 South, Suite 300, Salt Lake City, Utah 84106 (“**SDP 2020**,” and together with SDP REIT, “**Lender**”).

A. Benloch Borrower is indebted to Lender as evidenced by a certain Secured Promissory Note dated March 17, 2021 in the original principal amount of \$79,448,469.00 (as amended, “**Note One**”).

B. Repayment of the indebtedness evidenced by Note One is secured by, among other things, a certain Trust Deed, Assignment of Rents, Security Agreement, and Financing Statement dated March 17, 2021 and recorded on March 17, 2021 in the official records of Wasatch County, Utah as Entry #496028 beginning on Page 30 of Book 1344 and given by

Benloch Borrower encumbering certain real property described on **Exhibit A** hereto (“**Property One**”), which together with a certain Revolving Line of Credit Agreement dated March 17, 2021 between Benloch Borrower and Lender and all other documents and instruments delivered with respect to Note One, as amended, are hereinafter referred to as the “**Note One Loan Documents**”.

C. Contemporaneous with the execution of this Agreement, Lender is extending a loan to Fireside Whitefish in the principal amount of \$2,363,059.00 (the “**New Loan**”), which New Loan is evidenced by a certain Secured Promissory Note of even date herewith in the original principal amount of \$2,363,059.00 (as amended, “**Note Two**”).

D. Repayment of the indebtedness evidenced by Note Two is secured by, among other things, a certain Trust Deed, Assignment of Rents, Security Agreement, and Fixture Filing of even date herewith given by Fireside Whitefish encumbering certain real property described on **Exhibit B** hereto (“**Property Two**”), which, together with a certain Loan Agreement of even date herewith between Fireside Whitefish and Lender and all other documents and instruments delivered with respect thereto, as amended, are hereinafter referred to as the “**Note Two Loan Documents**”.

E. Note One and Note Two are hereinafter sometimes together referred to as the “**Notes**”.

F. Property One and Property Two are hereinafter sometimes together referred to as the “**Properties**”.

G. The Note One Loan Documents and the Note Two Loan Documents are hereinafter sometimes together referred to as the “**Loan Documents**”.

H. It is an express condition of the making of the New Loan that Borrower agrees to the cross-default and cross-collateralization of the Loan Documents as set forth in this Agreement.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower and Lender agree as follows:

1. Recitals; Definitions. The above recitals are true and correct and are incorporated herein. Capitalized terms used in this Agreement but not otherwise defined shall have the meanings ascribed thereto in the respective Loan Documents.

2. Cross-Default. Each of the Notes shall be deemed to be in default in the event of any uncured Event of Default made by Borrower in connection with any of the Notes or any of the Loan Documents. Each and every one of the Loan Documents shall be deemed to be in default in the event of any uncured default made by Borrower in connection with any of the Notes or any of the Loan Documents. All references in all documents hereinabove mentioned to “loans” or “indebtedness” or “amounts secured” shall be deemed to include, but not be limited

to, the entire indebtedness described in each Note, as may be hereinafter modified, amended, increased or renewed together with all other indebtedness of every kind owing by Borrower to Lender, whether now existing or hereafter incurred, direct or indirect, and whether the indebtedness is from time to time reduced and thereafter increased or entirely extinguished and thereafter re-incurred, and including any sums advanced and any expenses incurred by Lender pursuant to the Loan Documents or any other note or evidence of indebtedness.

3. Cross Collateralization. All of the Properties and all collateral named in each and every one of the Loan Documents shall be collateral for all of the Notes and the proceeds received by Lender from such collateral whether by liquidation or otherwise shall be applied to such Notes and in such order as Lender may determine in Lender's sole discretion. Each Borrower hereby grants and reaffirms its prior grant in the Loan Documents against the collateral described in the various trust deeds listed in the Recitals and the other Loan Documents to secure all of the indebtedness and obligations evidenced by and related to the Loan Documents.

4. Benloch Phase 2 Payments. Notwithstanding anything to the contrary in any of the Loan Documents, Benloch Borrower and Lender agree that the net sales proceeds (after payment of customary closing costs and brokers fees not to exceed 3% and payment of any required bond payments, but before payment of any amounts to Benloch Borrower (or any member or affiliate of Benloch Borrower) or Lender) from the sale of the portion of Property One commonly known as "Phase 2" ("**Phase 2**") shall be paid as follows: (a) first, an amount sufficient to reduce the outstanding balance of Note Two to not more than \$1,500,000.00 shall be paid from such sale to Lender as a partial prepayment of Note Two, (b) second, \$500,000.00 may be retained by Benloch Borrower, and (c) third, the remaining net proceeds shall be paid to Lender as a partial prepayment of Note One. In furtherance of the foregoing, Benloch Borrower shall deliver to Lender a copy of the final settlement statement for such sale, for Lender's approval, at least three (3) business days prior to the closing of the sale of Phase 2. Upon its receipt of the foregoing payments, Lender agrees to release this Agreement from Phase 2.

5. Amendments to Loan Documents. Borrower and Lender agree that, to the extent necessary to give full effect to the provisions of this Agreement, the Loan Documents are hereby amended to reflect and incorporate the cross-collateralization and cross-default of the loans described in this Agreement.

6. Ratification. Except as modified and amended hereby, the terms and conditions of the Notes and the Loan Documents and all other documents executed with respect thereto are hereby ratified and affirmed and shall remain in full force and effect. Specifically, the cross-collateralization provisions in this Agreement supplement, are supported by, and further memorialize the cross-collateralization and cross-default provisions in the Loan Documents and shall in no way limit such provisions in the Loan Documents.

7. Novation. It is the intent of the parties that this instrument shall not constitute a novation and shall in no way adversely affect the lien priority of the Loan Documents. In the event that this Agreement, or any part hereof, shall be construed by a court of competent jurisdiction as operating to affect the lien priority of the Loan Documents over claims which would otherwise be subordinate thereto then to the extent that this Agreement is so construed to

create an additional charge or burden upon the collateral encumbered, and to the extent that third persons acquiring an interest in such property between the time of execution of the Loan Documents and the execution hereof, are prejudiced thereby, this Agreement or such portion hereof, as shall be so construed, shall constitute, as to that portion, a subordinate lien on the collateral, incorporating by reference the terms of the Loan Documents and at such time the Loan Documents shall be enforced pursuant to the terms therein contained independent of this Agreement; *provided, however*, that notwithstanding the foregoing, the parties hereto, as between themselves, shall be bound by all terms and conditions hereof until all indebtedness owing from Borrower to Lender shall have been paid in full.

8. Warranties and Representations.

a. Reaffirmation. Borrower hereby affirms, warrants and represents that all of the warranties and representations made by Borrower in the Notes and Loan Documents described herein are true and correct as of the date hereof, that Borrower is not in default of any of the Loan Documents or Notes, nor is Borrower aware of any default with respect thereto.

b. No Claims. There is no claim, cause of action or set-off against Lender arising from any of the Loan Documents referred to in this Agreement, and Borrower hereby waives and releases Lender from any and all claims which may have arisen pursuant to the Loan Documents as of the date of this Agreement.

9. Transactional Taxes. In the event a documentary stamp tax, intangible tax or other transactional assessments are made against any of the parties hereto, Borrower shall pay the full amount of such assessments before a warrant for the collection of the same is issued by the applicable tax authority. Borrower shall not contest or otherwise challenge the assessments except in connection with a request for a refund in accordance with the applicable regulations adopted by the applicable tax authority.

10. Recording. Lender and Borrower agree that Lender may, in its sole discretion, record an original of this Agreement in the real property records where each of the Properties is located. Furthermore, Borrower agrees to execute additional copies of this Agreement in the event Lender requires recordation of this Agreement in connection with additional real property collateral.

11. Miscellaneous.

a. Governing Law. This Agreement is to be governed by and construed in accordance with the laws of the State of Utah, without regard to its conflicts of law provisions.

b. Jurisdiction; Venue. With respect to any disputes arising out of or related to this Agreement and all other Loan Documents, the parties consent to the exclusive jurisdiction of, and exclusive venue in, the state or federal courts in Salt Lake County, State of Utah; provided that, any suit or action related to or involving any Property in any way shall be brought exclusively in the courts in the state and county in which the applicable Property is located (or in the event of exclusive federal jurisdiction, the federal courts in the state in which the applicable

Property is located). Borrower further irrevocably consents to the service of process out of any of the aforementioned courts in any action or proceeding by the mailing of copies thereof by registered or certified mail, postage prepaid, to Borrower at its last known address. Borrower hereby irrevocably waives any objection that it may now or hereafter have to the laying of venue of any of the aforesaid actions or proceedings arising out of or in connection with this Note or the other Loan Documents brought in the courts referred to above, and hereby further irrevocably waives and agrees not to plead or claim in any such court that any such action or proceeding brought in any such court has been brought in an inconvenient forum.

c. **Waiver of Jury Trial.** The parties expressly and irrevocably waive the right to a trial by jury in any and all actions or proceedings brought with respect to this Agreement and the Loan Documents and with respect to any claims arising out of or related to this Agreement or any Loan Document.

d. Further Assurances. From time to time, as and when requested by any party, each party shall execute and deliver, or cause to be executed and delivered, all such documents and instruments and shall take, or cause to be taken, all such further or other actions as such other party may reasonably deem necessary or desirable to consummate the transactions contemplated by this Agreement.

e. Severability. If one or more provisions of this Agreement are held to be unenforceable under applicable law, such provision shall be excluded from this Agreement and the balance of the Agreement shall be interpreted as if such provision were so excluded and shall be enforceable in accordance with its terms.

f. Time is of the Essence. Time is of the essence of this Agreement.

g. Attorneys' Fees. If any legal action including a demand letter, negotiation or any arbitration or other proceeding (including a proceeding in bankruptcy) is brought for the enforcement of this Agreement or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the successful or prevailing party shall be entitled to recover actual attorneys' fees, including, without limitation, any attorneys' fees incurred in any negotiation, alternative dispute resolution proceeding subsequently agreed to by the parties, if any, litigation, or bankruptcy proceeding or any appeals from any of such proceedings in addition to any other relief to which he may be entitled.

h. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the parties hereto as well as their successors and assigns, heirs and personal representatives.

i. Counterparts. This Agreement may be executed in any number of counterparts, each such counterpart shall be deemed to be an original instrument, and all such counterparts together shall constitute but one agreement.

j. Entire Agreement; Amendments. This Agreement, together with the other Loan Documents, shall constitute the entire contract between the parties with respect to the

subject matter covered herein and therein, and there are no other or further agreements outstanding not specifically mentioned herein, except that this Agreement may be amended, altered, supplemented or modified, but only by the written agreement of all the parties to this Agreement.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the undersigned has signed and delivered this Agreement on the date above written.

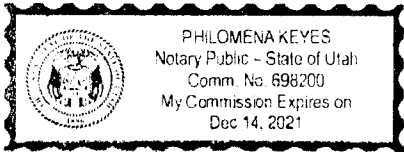
LENDER:

SDP REIT, LLC, a Delaware limited liability company

By: [Signature]
Name: Andrew Peterson
Title: Director

STATE OF UTAH)
) : ss.
COUNTY OF Salt Lake)

The foregoing instrument was acknowledged before me this Philomena Keyes 2021, by Andrew Peterson, as Director of SDP REIT, LLC, a Delaware limited liability company, on behalf of such entity.



[Signature]
NOTARY PUBLIC

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the undersigned has signed and delivered this Agreement on the date above written.

LENDER:

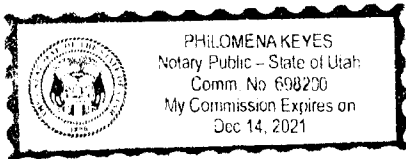
SDP FINANCIAL 2020, LP, a Delaware limited partnership

By: Sundance Bay Debt Partners GP, LLC, a Delaware limited liability company, its General Partner

By: [Signature]
Name: Andrew Peterson
Title: Director

STATE OF UTAH)
) : ss.
COUNTY OF Salt Lake)

The foregoing instrument was acknowledged before me this Philomena Keyes, 2021, by Andrew Peterson as Director of SDP FINANCIAL 2020, LP, a Delaware limited partnership, on behalf of such entity.



[Signature]
NOTARY PUBLIC

EXHIBIT A**PROPERTY ONE LEGAL DESCRIPTION (BENLOCH RANCH)**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN WASATCH COUNTY, UTAH AND IS DESCRIBED AS FOLLOWS:

PARCEL 1:

A PARCEL OF LAND LOCATED IN SECTIONS 1, 2, 3, 10, AND 11, TOWNSHIP 3 SOUTH, RANGE 5 EAST, AND SECTIONS 34 AND 35, TOWNSHIP 2 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A PIN FOUND IN A STONE MARKING THE NORTHEAST CORNER OF SAID SECTION 1; THENCE S01°18'39"E 2649.96 FEET TO A FOUND HOLE IN THE ROCK MARKING THE EAST QUARTER CORNER OF SAID SECTION 1; THENCE S01°29'16"E 2544.74 FEET TO A FOUND REBAR AND CAP MARKED RLS 7600; THENCE N89°51'47"W 466.72 FEET TO A FOUND REBAR AND CAP MARKED CORNERSTONE RLS 7600; THENCE S00°36'10"E 466.74 FEET; THENCE N89°51'52"W 2308.93 FEET TO A FOUND STONE MARKING THE SOUTH QUARTER CORNER OF SAID SECTION 1; THENCE N89°51'50"W 2654.37 FEET TO A FOUND 3" PVC PIPE MARKING THE SOUTHWEST CORNER OF SAID SECTION 1; THENCE S00°06'39"E 1650.00 FEET TO A FOUND REBAR WITH NO CAP; THENCE S89°59'33"W 5283.73 FEET TO A FOUND REBAR WITH NO CAP; THENCE S00°10'22"E 976.48 FEET TO A FOUND REBAR AND CAP MARKED ALM ENG MARKING THE EAST QUARTER CORNER OF SAID SECTION 10; THENCE S88°28'47"W 1311.18 FEET TO A FOUND REBAR AND CAP MARKED ALPINE; THENCE S00°13'51"E 2604.55 FEET; THENCE N89°38'31"W 1321.78 FEET TO A FOUND REBAR AND CAP MARKED ALM ENG MARKING THE SOUTH QUARTER CORNER OF SAID SECTION 10; THENCE N00°20'20"W 5249.30 FEET TO A FOUNDSTONE WITH AN X MARKING THE NORTH QUARTER CORNER OF SAID SECTION 10; THENCE N89°55'58"W 2456.71 FEET TO A FOUND REBAR AND CAP MARKED ALPINE; THENCE N00°03'54"E 2639.68 FEET; THENCE S89°57'09"E 2454.99 FEET; THENCE N00°01'40"E 2712.94 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF STATE ROAD 32; THENCE ALONG SAID SOUTHERLY RIGHT OF WAY LINE THE FOLLOWING TWENTY SEVEN (27) COURSES: (1) S84°53'22"E 405.57 FEET; (2) S88°39'45"E 207.41 FEET; (3) S88°39'44"E 292.33 FEET TO A FOUND RIGHT OF WAY MONUMENT; (4) N72°15'28"E 209.92 FEET; (5) N76°15'04"E 224.59 FEET; (6) N76°18'19"E 786.00 FEET TO A FOUND RIGHT OF WAY MONUMENT; (7) N77°43'24"E 191.92 FEET; (8) N81°40'37"E 68.28 FEET; (9) N86°02'18"E 192.34 FEET; (10) N88°29'31"E 471.93 FEET; (11) N87°18'03"E 906.83 FEET; (12) N88°51'37"E 208.38 FEET; (13) N78°10'50"E 209.04 FEET TO A FOUND RIGHT OF WAY MONUMENT; (14) S13°38'47"E 251.40 FEET; (15) N41°30'06"E 80.95 FEET; (16) N41°25'16"E 421.18 FEET TO A FOUND RIGHT OF WAY MONUMENT; (17) N69°06'21"E 612.61 FEET;

(18) N69°12'39"E 422.32 FEET TO A FOUND RIGHT OF WAY MONUMENT; (19) S88°26'59"E 300.00 FEET;
 (20) N89°39'42"E 324.08 FEET TO A FOUND RIGHT OF WAY MONUMENT; (21) N82°24'02"E 333.19 FEET TO A FOUND RIGHT OF WAY MONUMENT; (22) N59°39'18"E 336.67 FEET TO A FOUND RIGHT OF WAY MONUMENT; (23) N41°13'03"E 300.01 FEET TO A FOUND RIGHT OF WAY MONUMENT; (24) N71°55'29"E 195.18 FEET TO A FOUND RIGHT OF WAY MONUMENT; (25) N71°56'08"E 237.32 FEET TO A FOUND RIGHT OF WAY MONUMENT; (26) N71°53'17"E 347.09 FEET TO A FOUND RIGHT OF WAY MONUMENT; AND (27) THENCE N72°01'10"E 24.25 FEET; THENCE S00°06'29"E 1344.24 FEET TO A FOUND BRASS CAP MONUMENT BY WASATCH ENGINEERING DATED 1973 MARKING THE SOUTHEAST CORNER OF SAID SECTION 35; THENCE N89°33'35"E 2668.11 FEET TO A FOUND REBAR AND ALUMINUM CAP MARKED CORNERSTONE LS 7600 MARKING THE NORTH QUARTER CORNER OF SAID SECTION 1; THENCE N89°33'13"E 2667.85 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPTING FROM PARCEL 1 ANY PORTION LYING WITHIN THE BOUNDS OF TALISMAN PHASE 1 SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF, RECORDED MAY 14, 2007, AS ENTRY NO. 320091 IN BOOK 939 AT PAGE 2292 IN THE OFFICE OF THE WASATCH COUNTY RECORDER.

ALSO LESS AND EXCEPTING FROM PARCEL 1 ANY PORTION LYING WITHIN THE BOUNDS OF BENLOCH RANCH ROAD, ACCORDING TO THE OFFICIAL ROAD DEDICATION PLAT THEREOF, RECORDED DECEMBER 22, 2020, AS ENTRY NO. 490915 IN BOOK 1330 AT PAGE 416 IN THE OFFICE OF THE WASATCH COUNTY RECORDER.

ALSO LESS AND EXCEPTING FROM PARCEL 1 ANY PORTION LYING WITHIN THE BOUNDS OF THE FOLLOWING DESCRIBED TRACT OF LAND:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 1, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN; THENCE NORTH 89°55'23" WEST, A DISTANCE OF 3,121.72 FEET; THENCE NORTH, A DISTANCE OF 47.14 FEET TO THE POINT OF BEGINNING; SAID POINT ALSO BEING THE BEGINNING OF A CURVE TO THE LEFT, OF WHICH THE RADIUS POINT LIES NORTH 16°43'23" EAST, A RADIAL DISTANCE OF 550.00 FEET; THENCE EASTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 03°29'20", A DISTANCE OF 33.49 FEET; THENCE SOUTH 76°45'57" EAST, A DISTANCE OF 113.98 FEET TO A POINT OF CURVE TO THE RIGHT HAVING A RADIUS OF 275.00 FEET AND A CENTRAL ANGLE OF 60°51'41"; THENCE SOUTHEASTERLY ALONG THE ARC A DISTANCE OF 292.11 FEET; THENCE SOUTH 15°54'16" EAST, A DISTANCE OF 366.36 FEET TO A POINT OF CURVE TO THE RIGHT HAVING A RADIUS OF 15.00 FEET AND A CENTRAL ANGLE OF 101°24'13"; THENCE SOUTHWESTERLY ALONG THE ARC A DISTANCE OF 26.55 FEET TO A POINT OF COMPOUND CURVE TO THE RIGHT HAVING A RADIUS OF 275.00 FEET AND A CENTRAL ANGLE OF 32°13'24"; THENCE WESTERLY ALONG THE ARC, A DISTANCE OF 154.66 FEET; THENCE NORTH 62°16'39" WEST, A DISTANCE OF 175.28 FEET TO A POINT OF CURVE TO THE RIGHT HAVING A RADIUS OF 225.00 FEET AND A CENTRAL ANGLE OF 45°14'33"; THENCE NORTHWESTERLY ALONG THE

ARC A DISTANCE OF 177.67 FEET; THENCE NORTH $17^{\circ}02'07''$ WEST, A DISTANCE OF 175.59 FEET TO A POINT OF CURVE TO THE RIGHT HAVING A RADIUS OF 225.00 FEET AND A CENTRAL ANGLE OF $37^{\circ}49'05''$; THENCE NORTHERLY ALONG THE ARC A DISTANCE OF 148.51 FEET; THENCE NORTH $20^{\circ}46'58''$ EAST, A DISTANCE OF 32.40 FEET TO A POINT OF CURVE TO THE RIGHT HAVING A RADIUS OF 15.00 FEET AND A CENTRAL ANGLE OF $85^{\circ}56'25''$; THENCE NORTHEASTERLY ALONG THE ARC A DISTANCE OF 22.50 FEET TO THE POINT OF BEGINNING.

ALSO LESS AND EXCEPTING FROM PARCEL 1 ANY PORTION LYING WITHIN THE BOUNDS OF THE FOLLOWING DESCRIBED TRACT OF LAND, REFERENCED BELOW AS "TRACT C", TO-WIT:

TRACT C:

A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 3, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT, SAID POINT BEING 729.94 FEET $N0^{\circ}01'40''E$ AND 660.99 FEET $S89^{\circ}58'20''E$ FROM THE CENTER QUARTER CORNER OF SAID SECTION 3 AND RUNNING; THENCE $N00^{\circ}01'19''E$ 729.37 FEET; THENCE $N89^{\circ}41'47''E$ 660.93 FEET; THENCE $S00^{\circ}00'57''W$ 730.99 FEET; THENCE $S89^{\circ}50'13''W$ 661.00 FEET TO THE POINT OF BEGINNING.

THE ABOVE *TRACT C* BEING ALSO DESCRIBED OF RECORD AS FOLLOWS:
THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 3, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN.

ALSO LESS AND EXCEPTING FROM PARCEL 1 ANY PORTION LYING WITHIN THE BOUNDS OF THE FOLLOWING DESCRIBED TRACT OF LAND, REFERENCED BELOW AS "TRACT D", TO-WIT:

TRACT D:

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE CENTER QUARTER CORNER OF SAID SECTION 3 AND RUNNING; THENCE $S89^{\circ}58'41''E$ ALONG THE QUARTER SECTION LINE 661.07 FEET; THENCE $S00^{\circ}01'18''W$ 659.88 FEET; THENCE $N89^{\circ}59'59''W$ 661.14 FEET; THENCE $N00^{\circ}01'39''E$ ALONG THE QUARTER SECTION LINE 660.13 FEET TO THE POINT OF BEGINNING.

THE ABOVE *TRACT D* BEING ALSO DESCRIBED OF RECORD AS FOLLOWS:
THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN.

ALSO LESS AND EXCEPTING FROM PARCEL 1 ANY PORTION LYING WITHIN THE BOUNDS OF THE FOLLOWING DESCRIBED TRACT OF LAND:

Part of the Northeast and Northwest quarters of Section 2, the Northeast quarter of Section 3, Township 3 South, Range 5 East, Salt Lake Base and Meridian, U.S. Survey, described as follows:

Beginning at a point on the Southerly right of way line of Benloch Ranch Road, said point being North $89^{\circ}31'27''$ East 6017.58 feet and South $00^{\circ}28'33''$ East 632.41 feet from a found brass cap monument at the Southwest corner of Section 34, Township 2 South, Range 5 East (said Southwest corner of Section 34, Township 2 South, Range 5 East being South $89^{\circ}31'27''$ West 16027.88 feet from the Northeast corner of Section 1, Township 3 South, Range 5 East and being the basis of bearings for this project), and running thence along said Southerly right of way line the following seven (7) courses: (1) along a non-tangent curve turning to the right with a radius of

320.00 feet, an arc length of 5.01 feet, a delta angle of $00^{\circ}53'50''$, a chord bearing of South $55^{\circ}15'54''$ East, and a chord length of 5.01 feet; (2) South $54^{\circ}48'59''$ East 122.63 feet; (3) along a tangent curve turning to the left with a radius of 1555.00 feet, an arc length of 306.88 feet, a delta angle of $11^{\circ}18'26''$, a chord bearing of South $60^{\circ}28'12''$ East, and a chord length of 306.38 feet; (4) South $66^{\circ}07'25''$ East 250.14 feet; (5) along a tangent curve turning to the left with a radius of 705.00 feet, an arc length of 178.14 feet, a delta angle of $14^{\circ}28'39''$, a chord bearing of South $73^{\circ}21'44''$ East, and a chord length of 177.67 feet; (6) South $80^{\circ}36'04''$ East 756.52 feet; and (7) along a tangent curve turning to the left with a radius of 1315.00 feet, an arc length of 613.39 feet, a delta angle of $26^{\circ}43'33''$, a chord bearing of North $86^{\circ}02'06''$ East, and a chord length of 607.84 feet; thence South $17^{\circ}19'41''$ East 73.31 feet; thence South $31^{\circ}03'02''$ East 99.94 feet; thence South $13^{\circ}12'27''$ East 123.35 feet; thence South $09^{\circ}37'26''$ West 160.48 feet; thence South $30^{\circ}23'51''$ West 123.37 feet; thence South $52^{\circ}15'06''$ West 102.40 feet; thence South $26^{\circ}59'52''$ West 488.46 feet; thence South $31^{\circ}59'27''$ West 146.05 feet; thence South $44^{\circ}19'13''$ West 146.05 feet; thence South $56^{\circ}38'59''$ West 146.05 feet; thence South $68^{\circ}58'46''$ West 146.05 feet; thence South $81^{\circ}18'32''$ West 146.05 feet; thence North $86^{\circ}55'42''$ West 136.73 feet; thence North $79^{\circ}18'30''$ West 268.60 feet; thence North $69^{\circ}54'02''$ West 98.11 feet; thence North $55^{\circ}36'39''$ West 115.81 feet; thence North $36^{\circ}10'33''$ West 176.90 feet; thence North $26^{\circ}58'51''$ West 76.04 feet; thence North $12^{\circ}34'50''$ West 76.97 feet; thence South $75^{\circ}44'48''$ West 29.13 feet; thence along a tangent curve turning to the right with a radius of 1117.22 feet, an arc length of 246.34 feet, a delta angle of $12^{\circ}38'00''$, a chord bearing of South $82^{\circ}03'48''$ West, and a chord length of

245.84 feet; thence South 113.04 feet; thence South $17^{\circ}17'32''$ West 97.61 feet; thence South $29^{\circ}49'19''$ West

172.83 feet; thence South $48^{\circ}35'21''$ West 172.83 feet; thence South $67^{\circ}25'39''$ West 174.12 feet; thence South $86^{\circ}15'56''$ West 172.83 feet; thence North $78^{\circ}06'15''$ West 167.29 feet; thence North $69^{\circ}00'37''$ West 137.42 feet; thence North $53^{\circ}32'36''$ West 222.67 feet; thence North $12^{\circ}53'17''$ West 224.48 feet; thence North $23^{\circ}24'22''$ East

224.02 feet; thence North $62^{\circ}51'42''$ East 265.60 feet; thence North $53^{\circ}48'40''$ East 58.57 feet; thence North $37^{\circ}16'02''$ West 487.87 feet; thence North $05^{\circ}00'04''$ West 125.71 feet; thence North $06^{\circ}55'10''$ East 135.96 feet; thence North $19^{\circ}24'49''$ East 138.25 feet; thence North $31^{\circ}04'15''$ East 117.65 feet; thence North $43^{\circ}23'25''$ East

152.72 feet; thence North $61^{\circ}07'00''$ East 55.99 feet; thence North $61^{\circ}30'31''$ East 60.19 feet; thence North $60^{\circ}30'43''$ East 281.65 feet; thence South $33^{\circ}53'57''$ East 177.36 feet; thence North

80°47'54" East 48.95 feet; thence along a non-tangent curve turning to the right with a radius of 125.00 feet, an arc length of 109.31 feet, a delta angle of 50°06'15", a chord bearing of North 10°07'54" East, and a chord length of 105.86 feet; thence North 35°11'22" East 99.40 feet to the point of beginning.

ALSO LESS AND EXCEPTING FROM PARCEL 1 ANY PORTION LYING WITHIN THE BOUNDS OF THE FOLLOWING DESCRIBED TRACT OF LAND:

PART OF THE NORTHWEST QUARTER OF SECTION 2 AND THE NORTHEAST QUARTER OF SECTION 3, TOWNSHIP 3 SOUTH, RANGE 5 EAST, AND PART OF THE SOUTHEAST QUARTER OF SECTION 34 AND THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 2 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF S.R. 32, SAID POINT BEING N89°31'27"E 4275.40 FEET AND S00°28'33"E 97.90 FEET FROM A FOUND BRASS CAP MONUMENT AT THE SOUTHWEST CORNER OF SECTION 34, TOWNSHIP 2 SOUTH, RANGE 5 EAST (SAID SOUTHWEST CORNER OF SECTION 34, TOWNSHIP 2 SOUTH, RANGE 5 EAST BEING S89°31'27"W 16027.88 FEET FROM THE NORTHEAST CORNER OF SECTION 1, TOWNSHIP 3 SOUTH, RANGE 5 EAST AND BEING THE BASIS OF BEARINGS FOR THIS PROJECT); THENCE ALONG THE SOUTHERLY RIGHT OF WAY LINE OF S.R. 32 THE FOLLOWING TEN (10) COURSES: (1) N76°18'19"E 627.72 FEET; (2) N77°43'24"E 191.92 FEET;

(3) N81°40'37"E 68.28 FEET; (4) N86°02'18"E 192.34 FEET; (5) N88°29'31"E 471.93 FEET; (6) N87°18'03"E 906.83 FEET; (7) N88°51'37"E 208.38 FEET; (8) N78°10'50"E 209.04 FEET; (9) S13°38'47"E 251.40 FEET; AND

(10) N41°26'06"E 469.37 FEET TO THE WESTERLY RIGHT OF WAY LINE OF FIRESIDE DRIVE; THENCE ALONG SAID WESTERLY RIGHT OF WAY LINE THE FOLLOWING THIRTEEN (13) COURSES: (1) S24°54'19"E 73.41 FEET; (2) ALONG A TANGENT CURVE TURNING TO THE LEFT WITH A RADIUS OF

130.00 FEET, AN ARC LENGTH OF 132.14 FEET, A DELTA ANGLE OF 58°14'16", A CHORD BEARING OF S54°01'27"E, AND A CHORD LENGTH OF 126.52 FEET; (3) S83°08'34"E 80.15 FEET; (4) ALONG A TANGENT CURVE TURNING TO THE RIGHT WITH A RADIUS OF 95.00 FEET, AN ARC LENGTH OF 258.99 FEET, A DELTA ANGLE OF 156°12'09", A CHORD BEARING OF S05°02'30"E, AND A CHORD LENGTH OF 185.92 FEET; (5) S72°52'40"W 359.44 FEET; (6) ALONG A NON-TANGENT CURVE TURNING TO THE LEFT WITH A RADIUS OF 230.00 FEET, AN ARC LENGTH OF 255.19 FEET, A DELTA ANGLE OF 63°34'15", A CHORD BEARING OF S41°11'04"W, AND A CHORD LENGTH OF 242.30 FEET; (7) S09°23'56"W 56.96 FEET; (8) ALONG A TANGENT CURVE TURNING TO THE LEFT WITH A RADIUS OF 180.00 FEET, AN ARC LENGTH OF 155.94 FEET, A DELTA ANGLE OF 49°38'16", A CHORD BEARING OF S15°25'12"E, AND A CHORD LENGTH OF 151.11 FEET; (9) S40°14'20"E 81.39 FEET; (10) ALONG A TANGENT CURVE TURNING TO THE RIGHT WITH A RADIUS OF 130.00 FEET, AN ARC LENGTH OF 217.49 FEET, A DELTA ANGLE OF 95°51'29", A CHORD BEARING OF S07°41'25"W, AND A CHORD LENGTH OF 193.00 FEET; (11) S55°37'09"W 115.57 FEET; (12) ALONG A TANGENT CURVE TURNING TO THE LEFT WITH A RADIUS OF 155.00 FEET, AN ARC LENGTH OF 125.04 FEET, A DELTA ANGLE OF 46°13'13", A CHORD BEARING OF S32°30'33"W, AND A CHORD LENGTH

OF 121.67 FEET; AND (13) S09°23'56"W 13.88 FEET TO THE NORTHERLY RIGHT OF WAYLINE OF BENLOCH RANCH ROAD; THENCE ALONG SAID NORTHERLY RIGHT OF WAY LINE THE FOLLOWING FIFTEEN (15) COURSES: (1) N80°36'04"W 307.78 FEET; (2) ALONG A TANGENT CURVE TURNING TO THE RIGHT WITH A RADIUS OF 595.00 FEET, AN ARC LENGTH OF 150.34 FEET, A DELTA ANGLE OF 14°28'39", A CHORD BEARING OF N73°21'44"W, AND A CHORD LENGTH OF 149.94 FEET; (3) N66°07'25"W 250.14 FEET; (4) ALONG A TANGENT CURVE TURNING TO THE RIGHT WITH A RADIUS OF 1445.00 FEET, AN ARC LENGTH OF 285.17 FEET, A DELTA ANGLE OF 11°18'26", A CHORD BEARING OF N60°28'12"W, AND A CHORD LENGTH OF 284.71 FEET; (5) N54°48'59"W 122.63 FEET; (6) ALONG A TANGENT CURVE TURNING TO THE LEFT WITH A RADIUS OF 430.00 FEET, AN ARC LENGTH OF 241.72 FEET, A DELTA ANGLE OF 32°12'30", A CHORD BEARING OF N70°55'14"W, AND A CHORD LENGTH OF 238.55 FEET; (7) N87°01'29"W 193.21 FEET; (8) ALONG A TANGENT CURVE TURNING TO THE RIGHT WITH A RADIUS OF 349.00 FEET, AN ARC LENGTH OF 236.31 FEET, A DELTA ANGLE OF 38°47'41", A CHORD BEARING OF N67°37'38"W, AND A CHORD LENGTH OF 231.82 FEET; (9) N48°13'48"W 76.88 FEET; (10) ALONG A TANGENT CURVE TURNING TO THE LEFT WITH A RADIUS OF 393.00 FEET, AN ARC LENGTH OF 297.21 FEET, A DELTA ANGLE OF 43°19'50", A CHORD BEARING OF N69°53'43"W, AND A CHORD LENGTH OF 290.18 FEET; (11) S88°26'23"W 216.48 FEET; (12) ALONG A TANGENT CURVE TURNING TO THE LEFT WITH A RADIUS OF 655.00 FEET, AN ARC LENGTH OF 115.59 FEET, A DELTA ANGLE OF 10°06'41", A CHORD BEARING OF S83°23'02"W, AND A CHORD LENGTH OF 115.44 FEET; (13) S78°19'41"W 384.54 FEET; (14) ALONG A TANGENT CURVE TURNING TO THE RIGHT WITH A RADIUS OF 95.00 FEET, AN ARC LENGTH OF 145.83 FEET, A DELTA ANGLE OF 87°57'14", A CHORD BEARING OF N57°41'42"W, AND A CHORD LENGTH OF 131.93 FEET; AND (15) N13°43'04"W 136.15 FEET TO THE POINT OF BEGINNING

ALSO LESS AND EXCEPTING FROM PARCEL 1 ANY PORTION LYING WITHIN THE BOUNDS OF THE FOLLOWING DESCRIBED TRACT OF LAND:

Part of the North half of Section 2 and the Northwest quarter of Section 1, Township 3 South, Range 5 East, and part of the South half of Section 35, Township 2 South, Range 5 East, Salt Lake Base and Meridian, U.S. Survey, described as follows:

Beginning at a point on the Southerly right of way line of S.R. 32, said point being North 89°31'27" East 7546.18 feet and North 00°28'33" West 332.51 feet from a found brass cap monument at the Southwest corner of Section 34, Township 2 South, Range 5 East (said Southwest corner of Section 34, Township 2 South, Range 5 East being South 89°31'27" West 16027.88 feet from the Northeast corner of Section 1, Township 3 South, Range 5 East and being the basis of bearings for this project); thence along the Southerly right of way line of S.R. 32 the following eleven (11) courses: (1) North 69°06'21" East 582.54 feet; (2) North 69°12'39" East 422.32 feet; (3) South 88°26'59" East 300.00 feet; (4) North 89°39'42" East 324.08 feet; (5) North 82°24'02" East 333.19 feet; (6) North 59°39'18" East 336.67 feet; (7) North 41°13'03" East 300.01 feet; (8) North 71°55'29" East 195.18 feet; (9)

North 71°56'08" East 237.32 feet; (10) North 71°53'17" East 347.09 feet; and (11) North 72°01'10" East 24.25 feet;
thence South 00°06'29" East 1344.16 feet; thence North 89°33'35" East 2357.77 feet; thence South 05°05'03"

West 269.83 feet; thence South 00°38'10" West 60.11 feet; thence South 01°09'16" West 1673.29 feet; thence North 90°00'00" West 3362.43 feet; thence North 14°22'39" West 186.51 feet; thence along a tangent curve turning to the right with a radius of 245.00 feet, an arc length of 214.39 feet, a delta angle of 50°08'16", a chord bearing of North 10°41'26" East, and a chord length of 207.62 feet; thence North 35°45'34" East 258.55 feet; thence along a tangent curve turning to the left with a radius of 355.00 feet, an arc length of 679.09 feet, a delta angle of 109°36'10", a chord bearing of North 19°02'28" West, and a chord length of 580.18 feet; thence North 73°50'33" West 320.44 feet; thence along a tangent curve turning to the left with a radius of 620.00 feet, an arc length of 377.39 feet, a delta angle of 34°52'31", a chord bearing South 88°43'12" West, and a chord length of

371.59 feet; thence South 71°16'56" West 805.33 feet; thence along a tangent curve turning to the right with a

radius of 1205.00 feet, an arc length of 591.33 feet, a delta angle of 28°07'00", a chord bearing of South 85°20'26" West, and a chord length of 585.41 feet; thence North 80°36'04" West 388.71 feet; thence North 09°23'56" East

13.88 feet; thence along a tangent curve turning to the right with a radius of 95.00 feet, an arc length of 76.64 feet, a delta angle of 46°13'13", a chord bearing of North 32°30'33" East, and a chord length of 74.57 feet; thence North 55°37'09" East 115.57 feet; thence along a tangent curve turning to the left with a radius of 190.00 feet, an arc length of 317.88 feet, a delta angle of 95°51'29", a chord bearing of North 07°41'25" East, and a chord length of

282.08 feet; thence North 40°14'20" West 81.39 feet; thence along a tangent curve turning to the right with a radius of 120.00 feet, an arc length of 103.96 feet, a delta angle of 49°38'16", a chord bearing of North 15°25'12" West, and a chord length of 100.74 feet; thence North 09°23'56" East 56.96 feet; thence along a tangent curve turning to the right with a radius of 170.00 feet, an arc length of 188.66 feet, a delta angle of 63°35'09", a chord bearing of North 41°11'31" East, and a chord length of 179.13 feet; thence North 72°52'40" East 359.41 feet; thence along a non-tangent curve turning to the left with a radius of 155.00 feet, an arc length of 422.46 feet, a delta angle of 156°09'47", a chord bearing of North 05°03'41" West, and a chord length of 303.32 feet; thence North 83°08'34" West 80.15 feet; thence along a tangent curve turning to the right with a radius of 70.00 feet, an arc length of 71.15 feet, a delta angle of 58°14'16", a chord bearing of North 54°01'27" West, and a chord length of 68.13 feet; thence North 24°54'19" West 84.46 feet to the point of beginning.

PARCEL 2:

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 2 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF SECTION 3, TOWNSHIP 2 SOUTH, RANGE 5 EAST, SAID POINT BEING N89°24'50"E ALONG SAID NORTH LINE, 643.93 FEET FROM THE NORTHWEST CORNER OF SAID SECTION 3; THENCE N00°15'47"W 658.00 FEET; THENCE N89°26'54"E 535.03 FEET; THENCE S00°24'58"E 657.65 FEET; THENCE S89°24'41"W 536.79 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPTING FROM PARCEL 2 ANY PORTION LYING WITHIN THE BOUNDS OF STATE ROUTE 32, AS DISCLOSED BY THAT CERTAIN WARRANTY DEED RECORDED NOVEMBER 22, 1989, AS ENTRY NO. 150544 IN BOOK 214 AT

PAGE 1, AND THAT CERTAIN QUITCLAIM DEED RECORDED MARCH 29, 1993, AS ENTRY NO. 165154 IN BOOK 255 AT PAGE 405 IN THE OFFICE OF THE WASATCH COUNTY RECORDER.

PARCEL 3:

ALL OF LOTS 1 THROUGH 71, INCLUSIVE, OF THE TALISMAN PHASE 1 SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF RECORDED MAY 14, 2007, AS ENTRY NO. 320091 IN BOOK 939 AT PAGE 2292 IN THE OFFICE OF THE WASATCH COUNTY RECORDER.

PARCEL 4:

ALL OF GOLF COURSE / OPEN SPACE TRACT A, OF THE TALISMAN PHASE 1 SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF RECORDED MAY 14, 2007, AS ENTRY NO. 320091 IN BOOK 939 AT PAGE 2292 IN THE OFFICE OF THE WASATCH COUNTY RECORDER.

PARCEL 5:

ALL OF OPEN SPACE TRACT B, OF THE TALISMAN PHASE 1 SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF RECORDED MAY 14, 2007, AS ENTRY NO. 320091 IN BOOK 939 AT PAGE 2292 IN THE OFFICE OF THE WASATCH COUNTY RECORDER.

PARCEL 6:

ALL OF THE PRIVATE ROADS WITHIN THE TALISMAN PHASE 1 SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF RECORDED MAY 14, 2007, AS ENTRY NO. 320091 IN BOOK 939 AT PAGE 2292 IN THE OFFICE OF THE WASATCH COUNTY RECORDER.

PARCEL 7:

PART OF THE NORTHEAST AND NORTHWEST QUARTERS OF SECTION 2, THE NORTHEAST QUARTER OF SECTION 3, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF BENLOCH RANCH ROAD, SAID POINT BEING NORTH 89°31'27" EAST 6017.58 FEET AND SOUTH 00°28'33" EAST 632.41 FEET FROM A FOUND BRASS CAP MONUMENT AT THE SOUTHWEST CORNER OF SECTION 34, TOWNSHIP 2 SOUTH, RANGE 5 EAST (SAID SOUTHWEST CORNER OF SECTION 34, TOWNSHIP 2 SOUTH, RANGE 5 EAST BEING SOUTH 89°31'27" WEST 16027.88 FEET FROM THE NORTHEAST CORNER OF SECTION 1, TOWNSHIP 3 SOUTH, RANGE 5 EAST AND BEING THE BASIS OF BEARINGS FOR THIS PROJECT), AND RUNNING THENCE ALONG SAID SOUTHERLY RIGHT OF WAY LINE THE FOLLOWING SEVEN (7) COURSES: (1) ALONG A NON-TANGENT CURVE TURNING TO THE RIGHT WITH A RADIUS OF 320.00 FEET, AN ARC LENGTH OF 5.01 FEET, A DELTA ANGLE OF 00°53'50", A CHORD BEARING OF SOUTH 55°15'54" EAST, AND A CHORD LENGTH OF 5.01 FEET; (2) SOUTH 54°48'59" EAST 122.63 FEET; (3) ALONG A TANGENT CURVE TURNING TO THE LEFT WITH A RADIUS OF 1555.00 FEET, AN ARC LENGTH OF 306.88 FEET, A DELTA ANGLE OF 11°18'26", A CHORD BEARING OF SOUTH 60°28'12" EAST, AND A CHORD LENGTH OF 306.38 FEET; (4) SOUTH 66°07'25" EAST 250.14 FEET; (5) ALONG A TANGENT CURVE TURNING TO THE LEFT WITH A RADIUS OF 705.00 FEET, AN

ARC LENGTH OF 178.14 FEET, A DELTA ANGLE OF 14°28'39", A CHORD BEARING OF SOUTH 73°21'44" EAST, AND A CHORD LENGTH OF 177.67 FEET; (6) SOUTH 80°36'04" EAST 756.52 FEET; AND (7) ALONG A TANGENT CURVE TURNING TO THE LEFT WITH A RADIUS OF 1315.00 FEET, AN ARC LENGTH OF 613.39 FEET, A DELTA ANGLE OF 26°43'33", A CHORD BEARING OF NORTH 86°02'06" EAST, AND A CHORD LENGTH OF 607.84 FEET; THENCE SOUTH 17°19'41" EAST 73.31 FEET; THENCE SOUTH 31°03'02" EAST 99.94 FEET; THENCE SOUTH 13°12'27" EAST 123.35 FEET; THENCE SOUTH 09°37'26" WEST 160.48 FEET; THENCE SOUTH 30°23'51" WEST 123.37 FEET; THENCE SOUTH 52°15'06" WEST 102.40 FEET; THENCE SOUTH 26°59'52" WEST 488.46 FEET; THENCE SOUTH 31°59'27" WEST 146.05 FEET; THENCE SOUTH 44°19'13" WEST 146.05 FEET; THENCE SOUTH 56°38'59" WEST 146.05 FEET; THENCE SOUTH 68°58'46" WEST 146.05 FEET; THENCE SOUTH 81°18'32" WEST 146.05 FEET; THENCE NORTH 86°55'42" WEST 136.73 FEET; THENCE NORTH 79°18'30" WEST 268.60 FEET; THENCE NORTH 69°54'02" WEST 98.11 FEET; THENCE NORTH 55°36'39" WEST 115.81 FEET; THENCE NORTH 36°10'33" WEST 176.90 FEET; THENCE NORTH 26°58'51" WEST 76.04 FEET; THENCE NORTH 12°34'50" WEST 76.97 FEET; THENCE SOUTH 75°44'48" WEST 29.13 FEET; THENCE ALONG A TANGENT CURVE TURNING TO THE RIGHT WITH A RADIUS OF 1117.22 FEET, AN ARC LENGTH OF 246.34 FEET, A DELTA ANGLE OF 12°38'00", A CHORD BEARING OF SOUTH 82°03'48" WEST, AND A CHORD LENGTH OF 245.84 FEET; THENCE SOUTH 113.04 FEET; THENCE SOUTH 17°17'32" WEST 97.61 FEET; THENCE SOUTH 29°49'19" WEST 172.83 FEET; THENCE SOUTH 48°35'21" WEST 172.83 FEET;

THENCE SOUTH 67°25'39" WEST 174.12 FEET; THENCE SOUTH 86°15'56" WEST 172.83 FEET; THENCE NORTH 78°06'15" WEST 167.29 FEET; THENCE NORTH 69°00'37" WEST 137.42 FEET; THENCE NORTH 53°32'36" WEST 222.67 FEET; THENCE NORTH 12°53'17" WEST 224.48 FEET; THENCE NORTH 23°24'22" EAST 224.02 FEET; THENCE NORTH 62°51'42" EAST 265.60 FEET; THENCE NORTH 53°48'40" EAST 58.57 FEET; THENCE NORTH 37°16'02" WEST 487.87 FEET; THENCE NORTH 05°00'04" WEST 125.71 FEET; THENCE NORTH 06°55'10" EAST 135.96 FEET; THENCE NORTH 19°24'49" EAST 138.25 FEET; THENCE NORTH 31°04'15" EAST 117.65 FEET; THENCE NORTH 43°23'25" EAST 152.72 FEET; THENCE NORTH 61°07'00" EAST 55.99 FEET; THENCE NORTH 61°30'31" EAST 60.19 FEET; THENCE NORTH 60°30'43" EAST 281.65 FEET; THENCE SOUTH 33°53'57" EAST 177.36 FEET; THENCE NORTH 80°47'54" EAST 48.95 FEET; THENCE ALONG A NON-TANGENT CURVE TURNING TO THE RIGHT WITH A RADIUS OF 125.00 FEET, AN ARC LENGTH OF 109.31 FEET, A DELTA ANGLE OF 50°06'15", A CHORD BEARING OF NORTH 10°07'54" EAST, AND A CHORD LENGTH OF 105.86 FEET; THENCE NORTH 35°11'22" EAST 99.40 FEET TO THE POINT OF BEGINNING.

PARCEL 8:

PART OF THE NORTH HALF OF SECTION 2 AND THE NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 3 SOUTH, RANGE 5 EAST, AND PART OF THE SOUTH HALF

OF SECTION 35, TOWNSHIP 2 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF S.R. 32, SAID POINT BEING NORTH 89°31'27" EAST 7546.18 FEET AND NORTH 00°28'33" WEST 332.51 FEET FROM A FOUND BRASS CAP MONUMENT AT THE SOUTHWEST CORNER OF SECTION 34, TOWNSHIP 2 SOUTH, RANGE 5 EAST (SAID SOUTHWEST CORNER OF SECTION 34, TOWNSHIP 2 SOUTH, RANGE 5 EAST BEING SOUTH 89°31'27" WEST 16027.88 FEET FROM THE NORTHEAST CORNER OF SECTION 1, TOWNSHIP 3 SOUTH, RANGE 5 EAST AND BEING THE BASIS OF BEARINGS FOR THIS PROJECT); THENCE ALONG THE SOUTHERLY RIGHT OF WAY LINE OF S.R. 32 THE FOLLOWING ELEVEN (11) COURSES: (1) NORTH 69°06'21" EAST 582.54 FEET; (2) NORTH 69°12'39" EAST 422.32 FEET; (3) SOUTH 88°26'59" EAST 300.00 FEET; (4) NORTH 89°39'42" EAST 324.08 FEET; (5) NORTH 82°24'02" EAST 333.19 FEET; (6) NORTH 59°39'18" EAST 336.67 FEET; (7) NORTH 41°13'03" EAST 300.01 FEET; (8) NORTH 71°55'29" EAST 195.18 FEET; (9) NORTH 71°56'08" EAST 237.32 FEET; (10) NORTH 71°53'17" EAST 347.09 FEET; AND (11) NORTH 72°01'10" EAST 24.25 FEET; THENCE SOUTH 00°06'29" EAST 1344.16 FEET; THENCE NORTH 89°33'35" EAST 2357.77 FEET; THENCE SOUTH 05°05'03" WEST 269.83 FEET; THENCE SOUTH 00°38'10" WEST 60.11 FEET; THENCE SOUTH 01°09'16" WEST 1673.29 FEET; THENCE NORTH 90°00'00" WEST 3362.43 FEET; THENCE NORTH 14°22'39" WEST 186.51 FEET; THENCE ALONG A TANGENT CURVE TURNING TO THE RIGHT WITH A RADIUS OF 245.00 FEET, AN ARC LENGTH OF 214.39 FEET, A DELTA ANGLE OF 50°08'16", A CHORD BEARING OF NORTH 10°41'26" EAST, AND A CHORD LENGTH OF 207.62 FEET; THENCE NORTH 35°45'34" EAST 258.55 FEET; THENCE ALONG A TANGENT CURVE TURNING TO THE LEFT WITH A RADIUS OF 355.00 FEET, AN ARC LENGTH OF 679.09 FEET, A DELTA ANGLE OF 109°36'10", A CHORD BEARING OF NORTH 19°02'28" WEST, AND A CHORD LENGTH OF 580.18 FEET; THENCE NORTH 73°50'33" WEST 320.44 FEET; THENCE ALONG A TANGENT CURVE TURNING TO THE LEFT WITH A RADIUS OF 620.00 FEET, AN ARC LENGTH OF 377.39 FEET, A DELTA ANGLE OF 34°52'31", A CHORD BEARING SOUTH 88°43'12" WEST, AND A CHORD LENGTH OF 371.59 FEET; THENCE SOUTH 71°16'56" WEST 805.33 FEET; THENCE ALONG A TANGENT CURVE TURNING TO THE RIGHT WITH A RADIUS OF 1205.00 FEET, AN ARC LENGTH OF 591.33 FEET, A DELTA ANGLE OF 28°07'00", A CHORD BEARING OF SOUTH 85°20'26" WEST, AND A CHORD LENGTH OF 585.41 FEET; THENCE NORTH 80°36'04" WEST 388.71 FEET; THENCE NORTH 09°23'56" EAST 13.88 FEET; THENCE ALONG A TANGENT CURVE TURNING TO THE RIGHT WITH A RADIUS OF 95.00 FEET, AN ARC LENGTH OF 76.64 FEET, A DELTA ANGLE OF 46°13'13", A CHORD BEARING OF NORTH 32°30'33" EAST, AND A CHORD LENGTH OF 74.57 FEET; THENCE NORTH 55°37'09" EAST 115.57 FEET; THENCE ALONG A TANGENT CURVE TURNING TO THE LEFT WITH A RADIUS OF 190.00 FEET, AN ARC LENGTH OF 317.88 FEET, A DELTA ANGLE OF 95°51'29", A CHORD BEARING OF NORTH 07°41'25" EAST, AND A CHORD LENGTH OF 282.08 FEET; THENCE NORTH 40°14'20" WEST 81.39 FEET; THENCE ALONG A TANGENT CURVE TURNING TO THE RIGHT WITH A RADIUS OF 120.00 FEET, AN ARC

LENGTH OF 103.96 FEET, A DELTA ANGLE OF 49°38'16", A CHORD BEARING OF NORTH 15°25'12" WEST, AND A CHORD LENGTH OF 100.74 FEET; THENCE NORTH 09°23'56" EAST 56.96 FEET; THENCE ALONG A TANGENT CURVE TURNING TO THE RIGHT WITH A RADIUS OF 170.00 FEET, AN ARC LENGTH OF 188.66 FEET, A DELTA ANGLE OF 63°35'09", A CHORD BEARING OF NORTH 41°11'31" EAST, AND A CHORD LENGTH OF 179.13 FEET; THENCE NORTH 72°52'40" EAST 359.41 FEET; THENCE ALONG A NON-TANGENT CURVE TURNING TO THE LEFT WITH A RADIUS OF 155.00 FEET, AN ARC LENGTH OF 422.46 FEET, A DELTA ANGLE OF 156°09'47", A CHORD BEARING OF NORTH 05°03'41" WEST, AND A CHORD LENGTH OF 303.32 FEET; THENCE NORTH 83°08'34" WEST

80.15 FEET; THENCE ALONG A TANGENT CURVE TURNING TO THE RIGHT WITH A RADIUS OF 70.00 FEET, AN ARC LENGTH OF 71.15 FEET, A DELTA ANGLE OF 58°14'16", A CHORD BEARING OF NORTH 54°01'27" WEST, AND A CHORD LENGTH OF 68.13 FEET; THENCE NORTH 24°54'19" WEST 84.46 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT ANY REAL PROPERTY CONVEYED BY GRANTOR TO ANY BONA FIDE THIRD PARTY PURCHASE INCLUDING THE CONVEYANCES EVIDENCE BY THE FOLLOWING:

1. Special Warranty Deed from AJ FIRESIDE PARK CITY LLC, a Delaware limited liability company to CACHE PRIVATE CAPITAL DIVERSIFIED FUND, LLC, a Nevada limited liability company recorded in the Wasatch County Recorder's Office as Entry No. 502779.
2. Special Warranty Deed from AJ FIRESIDE PARK CITY LLC, a Delaware limited liability company to BENLOCH CPC, LLC, a Utah limited liability company recorded in the Wasatch County Recorder's Office as Entry No. 507435.

Tax Id No.: 00-0007-6864, 00-0007-6872, 00-0007-6880, 00-0007-6898, 00-0007-7193, 00-0013-9027, 00-0015-5338, 00-0015-9231, 00-0016-2649, 00-0016-4108, 00-0020-2698, 00-0020-4218, 00-0020-4219, 00-0020-6259, 00-0020-6260, 00-0020-6338, 00-0020-6340, 00-0020-7784, 00-0020-9040, 00-0020-9370, 00-0020-9371, 00-0020-9572, 00-0021-0644, 00-0021-0645, 00-0021-5550, 00-0021-5551, 00-0020-9372, 00-0021-5554, 00-0021-5559, 00-0014-6295, 00-0020-6261, 00-0020-6262, 00-0020-6263, 00-0020-6264, 00-0020-6265, 00-0020-6266, 00-0020-6267, 00-0020-6268, 00-0020-6269, 00-0020-6270, 00-0020-6271, 00-0020-6272, 00-0020-6273, 00-0020-6274, 00-0020-6275, 00-0020-6276, 00-0020-6277, 00-0020-6278, 00-0020-6279, 00-0020-6280, 00-0020-6281, 00-0020-6282, 00-0020-6283, 00-0020-6284, 00-0020-6285, 00-0020-6286, 00-0020-6287, 00-0020-6288, 00-0020-6289, 00-0020-6290, 00-0020-6291, 00-0020-6292, 00-0020-6293, 00-0020-6294, 00-0020-6295, 00-0020-6296,

00-0020-6297, 00-0020-6298, 00-0020-6299, 00-0020-6300, 00-0020-6301, 00-0020-6302,
00-0020-6303, 00-0020-6304, 00-0020-6305, 00-0020-6306, 00-0020-6307, 00-0020-6308,
00-0020-6309, 00-0020-6310, 00-0020-6311, 00-0020-6312, 00-0020-6313, 00-0020-6314,
00-0020-6315, 00-0020-6316, 00-0020-6317, 00-0020-6318, 00-0020-6319, 00-0020-6320,
00-0020-6321, 00-0020-6322, 00-0020-6323, 00-0020-6324, 00-0020-6325, 00-0020-6326,
00-0020-6327, 00-0020-6328, 00-0020-6329, 00-0020-6330, 00-0020-6331, 00-0020-6332,
00-0020-6333, 00-0020-6334, 00-0021-5546, 00-0021-5547, 00-0021-5548, 00-0021-5549,
00-0021-5552, 00-0021-5553, 00-0021-5555, 00-0021-5556, 00-0021-5557 and 00-0021-5558

EXHIBIT B

PROPERTY TWO LEGAL DESCRIPTION (WHITEFISH PROPERTY)

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN FLATHEAD COUNTY, MONTANA AND IS DESCRIBED AS FOLLOWS:

TRACT 1:

Tract 1 of Certificate of Survey No. 20887, a tract of land located in the East Half of the Southwest Quarter, and in the Southwest Quarter of the Southeast Quarter of Section 31, Township 31 North, Range 22 West, P.M.M., Flathead County, Montana.

EXCEPTING THEREFROM that portion conveyed to the Montana Department of Transportation in Bargain and Sale Deed recorded May 18, 2021, as Document No. 202100017312, records of Flathead County, Montana.

TRACT 2:

All that portion of the West Half of the Southwest Quarter of Section 31, Township 31 North, Range 22 West, lying easterly and southerly of the Stillwater River, P.M.M., Flathead County, Montana.