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When recorded, return to:

ADDISON LAW FIRM
Attn: Randy Addison
5400 LBJ Freeway, Suite 1325
Dallas, Texas 75240

Mary Ann Trussell, Summit County Utah Recorder
06/21/2018 03:24:42 PM Fee \$19.00
By FIRST AMERICAN - PARK CITY
Electronically Recorded

5866779

ASSIGNMENT AND ASSUMPTION OF DECLARANT'S RIGHTS

THIS ASSIGNMENT AND ASSUMPTION OF DECLARANT'S RIGHTS (this "**Assignment**") is entered into as of this 21st day of June, 2018 (the "**Effective Date**"), by and between GLENWILD GOLF CLUB, LLC, an Arizona limited liability company ("**Assignor**"), and GGC MEMBER ACQUISITION INC., a Utah nonprofit corporation ("**Assignee**").

RECITALS

A. Assignor is the "Declarant" under the Declaration of Restrictive Covenants dated January 18, 2007, and recorded on January 23, 2007, as Entry No. 802745 in Book 1843 at Page 302 of the Official Records of the Summit County Recorder (the "**Declaration**"). All capitalized terms not otherwise defined herein have the meanings given them in the Declaration.

B. Pursuant to that certain Glenwild Golf Club & Spa Equity Conversion Agreement dated as of April 5, 2018, between Assignor and Assignee (the "**Agreement**"), Assignor is, simultaneously with the execution of this Assignment, transferring to Assignee, along with certain other property, all of its right, title, and interest in the real property described in Exhibit A attached hereto, which includes the Golf Course Property, all on the terms and conditions more fully set forth in the Agreement.

C. In connection with the transfer of the Golf Course Property, Assignor desires to assign, transfer, give, and convey to Assignee, and Assignee desires to assume from Assignor, all of Assignor's rights and obligations as Declarant under the Declaration as of the Effective Date.

AGREEMENTS

FOR VALUABLE CONSIDERATION, the receipt and adequacy of which are hereby acknowledged, Assignor and Assignee each hereby agree as follows:

1. Assignment of Rights. Assignor hereby assigns to Assignee all of Assignor's rights and obligations as Declarant under the Declaration, to the fullest extent assignable.

2. Assumption of Obligations. Assignee hereby accepts the forgoing assignment of the Declarant's rights and obligations from Assignor and assumes all of Assignor's obligations as the Declarant under the Declaration arising from and after the Effective Date.

3. Counterparts. This Assignment may be executed in any number of counterparts, each of which when executed and delivered shall be deemed to be an original, and all of which shall together constitute one and the same instrument.

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the Effective Date.

ASSIGNOR:

GLENWILD GOLF CLUB, LLC, an Arizona limited liability company

By: *[Signature]*
Name: Jason D. Stiles
Title: Authorized Representative

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing Assignment and Assumption of Declarant's Rights was acknowledged before me this 20th day of June, 2018, by Jason D. Stiles, the Authorized Representative of Glenwild Golf Club, LLC, an Arizona limited liability company.

[Signature]
Notary Public

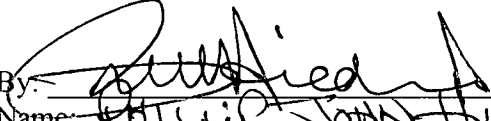
(Notary Seal)



IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the Effective Date.

ASSIGNEE:

GGC MEMBER ACQUISITION INC., a Utah nonprofit corporation

By: 
Name: Phillip John Heidebrand
Title: PRESIDENT

STATE OF UTAH)
) ss.
County of Summit)

The foregoing Assignment and Assumption of Declarant's Rights was acknowledged before me this 29th day of June, 2018, by Phillip John Heidebrand, the President of GGC Member Acquisition Inc., a Utah nonprofit corporation.


Notary Public

(Notary Seal)

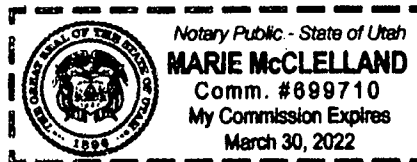


Exhibit A

Legal Description

GOLF COURSE PARCELS 1 AND 2, GLENWILD PHASE II AMENDED, ACCORDING TO THE OFFICIAL PLAT THEREOF, ON FILE AND OF RECORD IN THE OFFICE OF THE SUMMIT COUNTY RECORDER.