

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

Ascent Private Capital Management of U.S. Bank
c/o Christopher Peary
950 17th Street, Suite 9001
Denver, Colorado 80202

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Rashelle Hobbs, Recorder, Salt Lake County, Utah
Return To: COTTONWOOD TITLE INSURANCE AGENCY, INC.
1996 EAST 6400 SOUTH SUITE 120SALT LAKE CITY, UT 84121

File No.: 160415-WHP

DEED OF TRUST, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT, AND FIXTURE FILING

In Reference to Tax ID Numbers.: 26-13-101-013, 26-13-337-025, 26-24-126-002, 26-13-100-012,
26-13-163-006, 26-13-352-004, 26-13-301-008, 26-13-303-001, 26-13-100-017, 26-24-126-005,
26-24-404-004, 26-24-405-008, 27-18-479-006, 27-18-177-064, 26-13-276-032, 27-19-154-035,
27-19-153-011, 27-19-153-012, 27-19-153-022, 27-19-153-032, 27-19-154-031, 26-13-301-005,
26-13-301-006, 26-24-256-003, 26-24-256-004, 26-24-256-005, 26-24-256-006, 26-24-256-007,
26-24-256-008, 26-24-256-009, 26-24-256-010, 26-24-256-011, 26-24-256-012, 26-24-256-013,
26-24-256-014, 26-24-256-015, 26-24-256-016, 26-24-256-017, 26-24-256-018, 26-24-256-019,
26-24-256-020, 26-24-256-021, 26-24-256-022, 26-24-256-023, 26-24-258-001, 26-24-258-002,
26-24-258-003, 26-24-258-012, 26-24-258-013, 26-24-258-016, 26-24-258-017, 26-24-407-001,
26-24-407-002, 26-24-407-003, 26-24-407-009, 26-24-407-010, 26-24-407-013, 26-24-407-014,
26-24-211-002, 26-14-302-002, 27-18-151-013, 27-18-151-014, 26-14-177-001, 26-24-179-001,
26-22-288-001, 26-22-436-002, 26-22-237-001, 26-22-238-001, 26-22-279-003, 26-22-279-004,
26-22-279-005, 26-15-476-001, 26-22-227-003, 26-22-227-004, 26-22-227-005, 26-22-227-001,
27-18-151-022, 26-22-376-001, 26-22-327-002, 26-22-151-002, 26-22-178-002, 26-24-457-023,
26-22-152-001, 26-22-256-001, 26-22-326-003, 26-22-255-001, 26-22-476-001, 26-22-252-001,
26-22-478-001, 26-22-202-001, 26-22-251-001, 26-22-202-002, 26-22-226-003, 26-22-226-002,
26-22-103-004, 26-22-154-001, 26-22-201-001, 26-15-376-004, 26-15-451-002, 26-23-201-002,
26-24-101-001, 26-13-355-001, 26-24-155-001, 26-24-400-023, 26-24-400-024, 26-14-326-003,
26-14-326-002, 27-19-153-005, 26-23-276-003, 26-23-276-002, 26-24-102-001, 26-23-203-001,
26-23-226-001, 26-14-302-001, 26-14-301-001, 26-15-276-006, 26-15-276-005, 26-24-178-001,
26-24-178-003, 26-24-456-012, 26-24-456-013, 26-24-456-014, 26-24-456-015, 26-24-456-016,
26-24-456-017, 26-24-456-018, 26-24-176-007, 26-13-354-001, 26-24-326-014, 26-14-100-026,
26-24-351-003, 26-23-200-015, 27-19-153-006, 27-19-153-007, 27-19-153-008, 27-19-153-009,
26-13-308-001, 26-13-308-002, 26-13-308-003, 26-13-308-004, 26-13-308-005, 26-13-308-006,
26-13-308-007, 26-13-308-008, 26-13-346-001, 26-13-346-002, 26-13-346-003, 26-13-346-004,
26-13-346-005, 26-13-346-006, 26-13-346-007, 26-13-346-008, 26-13-346-009, 26-13-346-010,
26-13-346-011, 26-24-260-016, 26-15-251-004, 27-19-153-030, 27-19-153-031, 27-19-153-033,
27-19-153-034, 27-19-153-035, 26-24-301-004, 26-13-352-005

CTA # 160415-WHP

**RECORDING REQUESTED BY
AND RETURN TO:**

**Ascent Private Capital Management of U.S. Bank
c/o Christopher Peary
950 17th Street, Suite 9001
Denver, Colorado 80202**

Tax Parcel Nos.: See Exhibit A

**DEED OF TRUST, ASSIGNMENT OF LEASES AND RENTS,
SECURITY AGREEMENT, AND FIXTURE FILING**



VP Daybreak Operations LLC, a Delaware limited liability company; VP Daybreak Devco LLC, a Delaware limited liability company; VP Daybreak Devco 2, Inc., a Utah corporation; VP Daybreak Investco 4 LLC, a Utah limited liability company; VP Daybreak Investco 5 LLC, a Utah limited liability company; VP Daybreak Investco 7 LLC, a Utah limited liability company; VP Daybreak Investco 9 LLC, a Utah limited liability company; VP Daybreak Investco 10 LLC, a Utah limited liability company; VP Daybreak Investco 11 LLC, a Utah limited liability company; VP Daybreak Investco 12 LLC, a Utah limited liability company; VP Daybreak Investments LLC, a Delaware limited liability company; and VP Daybreak Soda Row LLC, a Delaware limited liability company

(individually and collectively Trustor)

to

U.S. BANK NATIONAL ASSOCIATION, as Beneficiary
(Bank)

**DEED OF TRUST, ASSIGNMENT OF LEASES AND RENTS,
SECURITY AGREEMENT AND FIXTURE FILING**

Dated: December 13, 2022

Location: Salt Lake County, Utah
Legal Description: See Exhibit A

**DEED OF TRUST, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND
FIXTURE FILING**

THIS DEED OF TRUST, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING (this “**Security Instrument**”) is made as of this 13th day of December, 2022, by VP Daybreak Operations LLC, a Delaware limited liability company; VP Daybreak Devco LLC, a Delaware limited liability company; VP Daybreak Devco 2, Inc., a Utah corporation; VP Daybreak Investco 4 LLC, a Utah limited liability company; VP Daybreak Investco 5 LLC, a Utah limited liability company; VP Daybreak Investco 7 LLC, a Utah limited liability company; VP Daybreak Investco 9 LLC, a Utah limited liability company; VP Daybreak Investco 10 LLC, a Utah limited liability company; VP Daybreak Investco 11 LLC, a Utah limited liability company; VP Daybreak Investco 12 LLC, a Utah limited liability company; VP Daybreak Investments LLC, a Delaware limited liability company; and VP Daybreak Soda Row LLC, a Delaware limited liability company, each having its principal place of business at 9350 S. 150 East, Suite 900, Sandy, Utah 84070, individually and collectively as trustor (individually and collectively “**Trustor**”) to Cottonwood Title Insurance Agency, Inc. (in such capacity and together with its successors in such capacity, “**Trustee**”), whose address is 7020 South Union Park Avenue, Midvale, Utah 84047, in favor of U.S. Bank National Association, a national banking association, whose address is 950 17th Street, Suite 900, Denver, Colorado 80202 (“**Bank**”).

W I T N E S S E T H:

WHEREAS, this Security Instrument is given to secure a loan (the “**Loan**”) in the stated principal amount of \$50,000,000.00 or so much thereof as may be advanced pursuant to that certain Credit Agreement dated as of the date hereof between VP DAYBREAK HOLDINGS LLC, a Delaware limited liability company (“**Borrower**”) and Bank (as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time, the “**Loan Agreement**”) and evidenced by that certain Promissory Note dated the date hereof made by Borrower to Bank (as the same may be amended, restated, replaced, extended, renewed, supplemented or otherwise modified from time to time, the “**Note**”);

WHEREAS, Trustor desires to secure the payment of the Loan, including the payment of Swap Obligations, Fees and other costs, expenses, fees and interest relating to the Loan, and the other obligations of Borrower under the Loan Documents (as hereinafter defined) and the performance of all of its obligations under the Note, the Loan Agreement and the other Loan Documents (all hereinafter referred to collectively as the “**Debt**”); and

WHEREAS, this Security Instrument is given pursuant to the Loan Agreement and secures the payment, fulfillment, and performance by Borrower of its obligations thereunder and under the other Loan Documents, and each and every term and provision of the Loan Agreement and the Note, including the rights, remedies, obligations, covenants, conditions, agreements, indemnities, representations and warranties of the parties therein, are hereby incorporated by reference herein as though set forth in full and will be considered a part of this Security Instrument (the Loan Agreement, the Note, this Security Instrument, and all other documents evidencing or securing the Debt or delivered in connection with the making of the Loan, together with all amendments, restatements, replacements, extensions, renewals, supplements or other modifications of any of the foregoing, are hereinafter referred to collectively as the “**Loan Documents**”).

NOW THEREFORE, in consideration of the making of the Loan by Bank and the covenants, agreements, representations and warranties set forth in this Security Instrument:

Article 1 - GRANTS OF SECURITY

Section 1.1 POWER OF SALE GRANTED. For good and valuable consideration, including the indebtedness herein recited, the receipt of which is hereby acknowledged, Trustor hereby irrevocably grants, conveys, transfers, warrants, pledges and assigns to Trustee, IN TRUST, WITH POWER OF SALE, for the benefit of Bank and, in addition thereto, hereby grants to Bank a security interest in all of Trustor's present and future right, title and interest in and to the following property, rights, interests and estates now owned, or hereafter acquired by Trustor (collectively, the "**Property**"):

(a) Land. The real property described in Exhibit A attached hereto and made a part hereof (the "**Land**");

(b) Additional Land. All additional lands, estates and development rights hereafter acquired by Trustor for use in connection with the Land and the development of the Land and all additional lands and estates therein which may, from time to time, by supplemental mortgage or otherwise be expressly made subject to the lien of this Security Instrument;

(c) Improvements. The buildings, structures, fixtures, additions, enlargements, extensions, modifications, repairs, replacements and improvements now or hereafter erected or located on the Land (collectively, the "**Improvements**");

(d) Easements. All easements, rights-of-way or use, rights, strips and gores of land, streets, ways, alleys, passages, sewer rights, water, water courses, water rights and powers, air rights and development rights, and all estates, rights, titles, interests, privileges, liberties, servitudes, tenements, hereditaments and appurtenances of any nature whatsoever, in any way now or hereafter belonging, relating or pertaining to the Land and the Improvements and the reversion and reversions, remainder and remainders, and all land lying in the bed of any street, road or avenue, opened or proposed, in front of or adjoining the Land, to the center line thereof and all the estates, rights, titles, interests, dower and rights of dower, curtesy and rights of curtesy, property, possession, claim and demand whatsoever, both at law and in equity, of Trustor of, in and to the Land and the Improvements and every part and parcel thereof, with the appurtenances thereto;

(e) Equipment. All "equipment," as such term is defined in Article 9 of the Uniform Commercial Code (as hereinafter defined), now owned or hereafter acquired by Trustor, which is used at or in connection with the Improvements or the Land or is or will be located thereon or therein (including any Stored Materials wherever located, all machinery, equipment, furnishings, and electronic data-processing and other office equipment now owned or hereafter acquired by Trustor and any and all additions, substitutions and replacements of any of the foregoing), together with all attachments, components, parts, equipment and accessories installed thereon or affixed thereto (collectively, the "**Equipment**");

(f) Fixtures. All Equipment now owned, or the ownership of which is hereafter acquired, by Trustor which is so related to the Land and Improvements forming part of the Property that it is deemed fixtures or real property under the law of the particular state in which the Equipment is located, including all building or construction materials intended for construction, reconstruction, alteration or repair of or installation on the Property, construction equipment, appliances, machinery, plant equipment, fittings, apparatuses, fixtures and other items now or hereafter attached to, installed in or used in connection with (temporarily or permanently) any of the Improvements or the Land, including engines, devices for the operation of pumps, pipes, plumbing, cleaning, call and sprinkler systems, fire extinguishing apparatuses and equipment, heating, ventilating, plumbing, laundry, incinerating, electrical, air conditioning and air cooling equipment and systems, gas and electric machinery, appurtenances and equipment, pollution

control equipment, security systems, disposals, dishwashers, refrigerators and ranges, recreational equipment and facilities of all kinds, and water, gas, electrical, storm and sanitary sewer facilities, utility lines and equipment (whether owned individually or jointly with others, and, if owned jointly, to the extent of Trustor's interest therein) and all other utilities whether or not situated in easements, all water tanks, water supply, water power sites, fuel stations, fuel tanks, fuel supply, and all other structures, together with all accessions, appurtenances, additions, replacements, betterments and substitutions for any of the foregoing and the proceeds thereof (collectively, the "**Fixtures**");

(g) **Personal Property.** All personal property of Trustor which Trustor now or hereafter owns or in which Trustor now or hereafter acquires an interest or right, including without limitation, all furniture, furnishings, objects of art, machinery, goods, tools, supplies, appliances, general intangibles, contract rights, accounts, accounts receivable, franchises, licenses, certificates and permits, and all other personal property of any kind or character whatsoever (as defined in and subject to the provisions of the Uniform Commercial Code as hereinafter defined), other than Fixtures, wherever located (including Stored Materials located off-site), including without limitation all such personal property which is used at or in connection with, or located within or about, the Land and the Improvements, or used or which it is contemplated will be used at or in connection with the operation of the Improvements together with all accessories, replacements and substitutions thereto or therefor and the proceeds thereof (collectively, the "**Personal Property**"), and the right, title and interest of Trustor in and to any of the Personal Property which may be subject to any security interests, as defined in the Uniform Commercial Code, as adopted and enacted by the state, states, commonwealth or commonwealths where any of the Property is located (as amended from time to time, the "**Uniform Commercial Code**"), superior in lien to the lien of this Security Instrument and all proceeds and products of the above. Trustor represents, warrants and covenants that the Personal Property is not used or bought for personal, family or household purposes;

(h) **Leases and Rents.** All leases, subleases, subsubleases, lettings, licenses, concessions or other agreements (whether written or oral) pursuant to which any Person is granted a possessory interest in, or right to use or occupy all or any portion of the Land and the Improvements, and every modification, amendment or other agreement relating to such leases, subleases, subsubleases, or other agreements entered into in connection with such leases, subleases, subsubleases, or other agreements and every guarantee of the performance and observance of the covenants, conditions and agreements to be performed and observed by the other party thereto, heretofore or hereafter entered into, whether before or after the filing by or against Trustor of any petition for relief under 11 U.S.C. §101 et seq., as the same may be amended from time to time (the "**Bankruptcy Code**") (collectively, the "**Leases**") and all right, title and interest of Trustor, its successors and assigns therein and thereunder, including all cash, letters of credit or securities deposited thereunder to secure the performance by the lessees of their obligations thereunder and all rents, additional rents, rent equivalents, moneys payable as damages or in lieu of rent or rent equivalents, royalties (including all oil and gas or other mineral royalties and bonuses), income, receivables, receipts, revenues, deposits (including security, utility and other deposits), accounts, cash, issues, profits, charges for services rendered, and other consideration of whatever form or nature received by or paid to or for the account of or benefit of Trustor or its agents or employees from any and all sources arising from or attributable to the Property, including all receivables, customer obligations, installment payment obligations and other obligations now existing or hereafter arising or created out of the sale, lease, sublease, license, concession or other grant of the right of the use and occupancy of property or rendering of services by Trustor and proceeds, if any, from business interruption or other loss of income insurance whether paid or accruing before or after the filing by or against Trustor of any petition for relief under the Bankruptcy Code (collectively, the "**Rents**") and all proceeds from the sale or other disposition of the Leases and the right to receive and apply the Rents to the payment of the Obligations (as hereinafter defined);

(i) **Condemnation Awards.** All awards or payments (including any administrative fees or attorneys' fees), including interest thereon, which may heretofore and hereafter be made with respect to the

Property, whether from the exercise of the right of eminent domain (including any transfer made in lieu of or in anticipation of the exercise of the right), or for a change of grade, or for any other injury to or decrease in the value of the Property;

(j) Insurance Proceeds. All proceeds (including any administrative fees or attorneys' fees) in respect of the Property under any insurance policies covering the Property, including the right to receive and apply the proceeds of any insurance, judgments, or settlements made in lieu thereof, for damage to the Property;

(k) Tax Certiorari. All refunds, rebates or credits in connection with reduction in real estate taxes and assessments charged against the Property as a result of tax certiorari or any applications or proceedings for reduction;

(l) Rights. The right, in the name and on behalf of Trustor, to appear in and defend any action or proceeding brought with respect to the Property and to commence any action or proceeding to protect the interest of Bank in the Property;

(m) Agreements. All agreements, contracts, certificates, instruments, franchises, permits, licenses, plans, specifications and other documents, now or hereafter entered into, and all rights therein and thereto, respecting or pertaining to the use, occupation, management or operation of the Land and any part thereof and any Improvements or respecting any business or activity conducted on the Land and any part thereof and all right, title and interest of Trustor therein and thereunder, including the right, upon the happening of any default hereunder, to receive and collect any sums payable to Trustor thereunder;

(n) Trademarks. All tradenames, trademarks, servicemarks, logos, copyrights, goodwill, books and records and all other general intangibles relating to or used in connection with the operation of the Property;

(o) Accounts. All reserves, escrows and deposit accounts maintained by Trustor with respect to the Property, including all accounts established or maintained pursuant to the Loan Documents; together with all deposits or wire transfers made to such accounts and all cash, checks, drafts, certificates, securities, investment property, financial assets, instruments and other property held therein from time to time and all proceeds, products, distributions or dividends or substitutions thereon and thereof;

(p) Swap Contract. All of Trustor's present and future rights, titles and interests, but not its obligations, duties or liabilities for any breach, in, under and to all Swap Transactions, any and all amounts received by Trustor in connection therewith or to which Trustor is entitled thereunder, and all proceeds of the foregoing including all "accounts", "chattel paper", "general intangibles" and "investment property" (as such terms are defined in the Uniform Commercial Code as from time to time in effect) constituting or relating to the foregoing;

(q) Proceeds. All proceeds of any of the foregoing, including, without limitation, proceeds of insurance and condemnation awards, whether cash, liquidation or other claims or otherwise; and

(r) Other Rights. Any and all other rights of Trustor in and to the items set forth in Subsections (a) through (q) above.

AND without limiting any of the other provisions of this Security Instrument, to the extent permitted by applicable law, Trustor expressly grants to Bank, as secured party, a security interest in the portion of the Property which is or may be subject to the provisions of the Uniform Commercial Code which are applicable to secured transactions; it being understood and agreed that the Improvements and

Fixtures are part and parcel of the Land (the Land, the Improvements and the Fixtures are collectively referred to as the “**Real Property**”) appropriated to the use thereof and, whether affixed or annexed to the Real Property or not, will for the purposes of this Security Instrument be deemed conclusively to be real estate and mortgaged hereby.

Section 1.2 ASSIGNMENT OF RENTS. Trustor hereby absolutely and unconditionally assigns to Bank all of Trustor’s right, title and interest in and to all current and future Leases and Rents; it being intended by Trustor that this assignment constitutes a present, absolute assignment and not an assignment for additional security only. Nevertheless, subject to the terms of Section 7.1(h) of this Security Instrument, Bank grants to Trustor a revocable license to collect, receive, use and enjoy the Rents. Trustor will hold the Rents, or a portion thereof sufficient to discharge all current sums due on the Obligations (as hereinafter defined), for use in the payment of such sums.

Section 1.3 SECURITY AGREEMENT. This Security Instrument is both a real property mortgage and a “security agreement” within the meaning of the Uniform Commercial Code. The Property includes both real and personal property and all other rights and interests, whether tangible or intangible in nature, of Trustor in the Property. By executing and delivering this Security Instrument, Trustor hereby grants to Bank, as security for the Obligations (as hereinafter defined), a security interest in the Fixtures, the Equipment, the Personal Property and other property constituting the Property to the full extent that the Fixtures, the Equipment, the Personal Property and such other property may be subject to the Uniform Commercial Code (said portion of the Property so subject to the Uniform Commercial Code being called the “**Collateral**”). If an Event of Default occurs, Bank, in addition to any other rights and remedies which it may have, will have and may exercise immediately and without demand, any and all rights and remedies granted to a secured party upon default under the Uniform Commercial Code, including, without limiting the generality of the foregoing, the right to take possession of the Collateral or any part thereof, and to take such other measures as Bank may deem necessary for the care, protection and preservation of the Collateral. Upon request or demand of Bank after the occurrence of an Event of Default, Trustor will, at its expense, assemble the Collateral and make it available to Bank at a convenient place (at the Land if tangible property) acceptable to Bank. Trustor will pay to Bank on demand any and all expenses, including legal expenses and attorneys’ fees, incurred or paid by Bank in protecting its interest in the Collateral and in enforcing its rights hereunder with respect to the Collateral after the occurrence of an Event of Default. Any notice of sale, disposition or other intended action by Bank with respect to the Collateral sent to Trustor in accordance with the provisions hereof at least 10 Business Days prior to such action, will, except as otherwise provided by applicable law, constitute reasonable notice to Trustor. The proceeds of any disposition of the Collateral, or any part thereof, may, except as otherwise required by applicable law, be applied by Bank to the payment of the Obligations (as hereinafter defined) in such priority and proportions as Bank in its discretion deems proper. The principal place of business of Trustor (Debtor) is as set forth on page one hereof and the address of Bank (Secured Party) is as set forth on page one hereof.

Section 1.4 FIXTURE FILING. Certain of the Property is or will become “fixtures” (as that term is defined in the Uniform Commercial Code) on the Land, described or referred to in this Security Instrument, and this Security Instrument, upon being filed for record in the real estate records of the city or county wherein such fixtures are situated, will operate also as a financing statement naming Trustor as Debtor and Bank as Secured Party filed as a fixture filing in accordance with the applicable provisions of said Uniform Commercial Code upon such of the Property that is or may become fixtures.

Section 1.5 PLEDGES OF MONIES HELD. Trustor hereby pledges to Bank any and all monies now or hereafter held by Bank or on behalf of Bank in connection with the Loan, including the Net Proceeds, and any sums deposited in the Required Accounts, as additional security for the Obligations (as hereinafter defined) until expended or applied as provided in this Security Instrument or the Loan Agreement.

CONDITIONS TO GRANT

TO HAVE AND TO HOLD the above granted and described Property unto and to the use and benefit of Bank and its successors and assigns, forever;

PROVIDED, HOWEVER, this grant is made upon the express condition that, if Trustor pays to Bank the Obligations (as hereinafter defined) at the time and in the manner provided in the Loan Documents, and performs the Obligations (as hereinafter defined) in the time and manner set forth in the Loan Documents and complies with each and every covenant and condition set forth herein and in the other Loan Documents, the estate hereby granted will cease, terminate and be void; provided, however, that Trustor's obligation to indemnify and hold harmless Bank pursuant to the provisions hereof will survive any such payment or release.

Article 2 - DEBT AND OBLIGATIONS SECURED

Section 2.1 DEBT. This Security Instrument and the grants, assignments and transfers made in Article 1 are given for the purpose of securing the Debt which includes, but is not limited to, the obligations of Borrower to pay to Bank the principal and interest owing pursuant to the terms and conditions of the Note and the Loan Agreement.

Section 2.2 OTHER OBLIGATIONS. This Security Instrument and the grants, assignments and transfers made in Article 1 are also given for the purpose of securing the following (the "Other Obligations"):

- (a) the payment and performance of all other obligations of Trustor contained herein, including all fees and charges payable by Trustor;
- (b) the payment and performance of each obligation of Borrower contained in the Loan Agreement and any other Loan Document, including all Swap Obligations and all fees and charges payable by Borrower; and
- (c) the performance of each obligation of Borrower contained in any renewal, extension, amendment, modification, consolidation, change of, or substitution or replacement for, all or any part of the Note, the Loan Agreement or any other Loan Document.

Section 2.3 DEBT AND OTHER OBLIGATIONS. Borrower's and Trustor's respective obligations for the payment of the Debt and the payment and performance of the Other Obligations will be referred to collectively herein as the "Obligations."

Section 2.4 GUARANTIES AND ENVIRONMENTAL INDEMNITIES. Notwithstanding anything in this Security Instrument or the other Loan Documents to the contrary, this Security Instrument shall not secure the Guaranties, the Indemnity, or any Environmental Liability under the Loan Agreement.

Article 3 - TRUSTOR COVENANTS

Trustor covenants and agrees that:

Section 3.1 PAYMENT OF OBLIGATIONS. Trustor will pay and perform the Obligations at the time and in the manner provided in this Security Instrument.

Section 3.2 INCORPORATION BY REFERENCE. All the covenants, conditions and agreements contained in (a) the Loan Agreement, (b) the Note and (c) all and any of the other Loan Documents, are hereby made a part of this Security Instrument to the same extent and with the same force as if fully set forth herein.

Section 3.3 INSURANCE. Trustor will obtain and maintain, or cause to be maintained, in full force and effect at all times insurance with respect to Trustor and the Property as required pursuant to the Loan Agreement. In the event Trustor fails to obtain, maintain, keep in force or deliver to Bank the policies of insurance required by the Loan Agreement in accordance with the terms thereof, Bank may (but has no obligation to) procure such insurance or single-interest insurance for such risks covering Bank's interests, and Trustor will pay all premiums thereon promptly upon demand by Bank, and until such payment is made by Trustor, the amount advanced by Bank with respect to all such premiums will, at Bank's option, bear interest at the Default Rate.

Section 3.4 MAINTENANCE OF PROPERTY. Trustor will cause the Property to be maintained in a good and safe condition and repair and otherwise in accordance with the Loan Agreement. The Improvements, the Fixtures, the Equipment and the Personal Property will not be removed, demolished or altered without the consent of Bank other than in accordance with the terms and conditions of the Loan Agreement. Trustor will promptly repair, replace or rebuild any part of the Property which may be destroyed by any casualty or become damaged, worn or dilapidated or which may be affected by any condemnation, and will complete and pay for any structure at any time in the process of construction or repair on the Land.

Section 3.5 WASTE. Trustor will not commit or suffer any waste of the Property or make any change in the use of the Property which will in any way materially increase the risk of fire or other hazard arising out of the operation of the Property, or take any action that might invalidate or allow the cancellation of any insurance policy which Trustor is obligated to maintain pursuant to the Loan Agreement, or do or permit to be done thereon anything that may in any way materially impair the value of the Property or the security of this Security Instrument. Trustor will not, without the prior written consent of Bank, permit any drilling or exploration for or extraction, removal, or production of any minerals from the surface or the subsurface of the Land, regardless of the depth thereof or the method of mining or extraction thereof.

Section 3.6 PAYMENT FOR LABOR AND MATERIALS.

(a) Trustor will promptly pay when due all bills and costs for labor and materials ("**Labor and Material Costs**") incurred in connection with the Property and not permit to exist beyond the due date thereof in respect of the Property or any part thereof any lien or security interest, even though inferior to the liens and the security interests hereof, and in any event not permit to be created or exist in respect of the Property or any part thereof any other or additional Lien or Security Interest other than the liens or security interests hereof except for the Permitted Encumbrances.

(b) After prior written notice to Bank, Trustor, at its own expense, may contest by appropriate legal proceeding, promptly initiated and conducted in good faith and with due diligence, the amount or validity or application in whole or in part of any of the Labor and Material Costs, provided that (i) no Default or Event of Default has occurred, (ii) either (A) such proceeding will suspend the collection of the Labor and Material Costs from Trustor and from the Property, or (B) Trustor has paid all of the Labor and Material Costs under protest, (iii) such proceeding is permitted and conducted in accordance with the provisions of any other instrument to which Trustor or the Property is subject and will not constitute a default thereunder, (iv) neither the Property nor any part thereof or interest therein will be in danger of being sold, forfeited, terminated, canceled or lost, and (v) Trustor has furnished such security as may be required in the proceeding, or as may be requested by Bank to insure the payment of any contested Labor

and Material Costs, together with all interest and penalties thereon. Bank may pay over any such security or part thereof held by Bank to the claimant entitled thereto at any time when, in the judgment of Bank, the entitlement of such claimant is established or the Property (or part thereof or interest therein) is in danger of being sold, forfeited, terminated, cancelled or lost or there is any danger of any Lien related to the contested Labor and Material Costs becoming senior in priority, in whole or in part, to the Lien of the Security Instrument.

Section 3.7 PAYMENT OF TAXES AND IMPOSITIONS.

(a) Trustor will pay, or cause to be paid prior to delinquency, all real property taxes and assessments, general and special, and all other taxes, assessments, duties, levies, imposts, deductions, charges or withholdings, of any kind or nature whatsoever, including nongovernmental levies or assessments such as maintenance charges, levies or charges resulting from covenants, conditions and restrictions affecting the Property, which are assessed or imposed upon the Property, or become due and payable, and which create or may create a lien upon the Property (all the foregoing, collectively, "**Impositions**").

(b) After prior notice to Bank, Trustor, at its own expense, may contest by appropriate legal proceeding, promptly initiated and conducted in good faith and with due diligence, the amount or validity or application in whole or in part of any Impositions, provided that (i) no Default or Event of Default has occurred, (ii) either (A) such proceeding will suspend the collection of the Impositions from Trustor and from the Property, or (B) Trustor has paid all of the Impositions under protest, (iii) such proceeding is permitted and conducted in accordance with the provisions of any other instrument to which Trustor or the Property is subject and will not constitute a default thereunder, (iv) neither the Property nor any part thereof or interest therein will be in danger of being sold, forfeited, terminated, canceled or lost, (v) Trustor will promptly upon final determination thereof pay the amount of any such Impositions, together with all costs, interest and penalties which may be payable in connection therewith, and (vi) Trustor has furnished such security as may be required in the proceeding, or as may be reasonably requested by Bank to insure the payment of any contested Impositions, together with all interest and penalties thereon. Bank may pay over any such security or part thereof held by Bank to the claimant entitled thereto at any time when, in the judgment of Bank, the entitlement of such claimant is established or the Property (or part thereof or interest therein) is in danger of being sold, forfeited, terminated, cancelled or lost or there is any danger of any Lien related to the contested Impositions becoming senior in priority, in whole or in part, to the Lien of the Security Instrument.

Section 3.8 CHANGE OF NAME, JURISDICTION. In addition to the restrictions contained in the Loan Agreement, Trustor will not change Trustor's name, identity (including its trade name or names) or jurisdiction of formation or organization unless Trustor has first obtained the prior written consent of Bank to such change, and has taken all actions necessary or required by Bank to file or amend any financing statements or continuation statements to assure perfection and continuation of perfection of security interests under the Loan Documents. Trustor will notify Bank in writing of any change in its organizational identification number at least 30 days in advance of such change becoming effective. If Trustor does not now have an organizational identification number and later obtains one, Trustor will promptly notify Bank in writing of such organizational identification number. At the request of Bank, Trustor will execute a certificate in form satisfactory to Bank listing the trade names under which Trustor intends to operate the Property, and representing and warranting that Trustor does, and previously has never done, business under no other trade name with respect to the Property.

Section 3.9 UTILITIES. Trustor will pay or cause to be paid when due all utility charges that are incurred by Trustor for the benefit of the Property or that may become a charge or lien against the Property for gas, electricity, water or sewer services furnished to the Property and all other assessments or

charges of a similar nature, whether public or private, affecting or related to the Property or any portion thereof, whether or not such assessments or charges are or may become liens thereon.

Section 3.10 CASUALTY After obtaining knowledge of the occurrence of any damage, destruction or other casualty to the Property or any part thereof, whether or not covered by insurance, Trustor must immediately notify Bank in writing. In the event of such casualty, all proceeds of insurance (collectively, the “**Insurance Proceeds**”) must be payable to Bank and no other party, and Trustor hereby authorizes and directs any affected insurance company to make payment of such Insurance Proceeds directly to Bank and no other party. If Trustor receives any Insurance Proceeds, Trustor must pay over such Insurance Proceeds to Bank within 2 Business Days. Bank is hereby authorized and empowered by Trustor to settle, adjust or compromise any and all claims for loss, damage or destruction under any policy or policies of insurance. In the event of a foreclosure of this Security Instrument, or other transfer of title to the Property in extinguishment in whole or in part of the Obligations, all right, title and interest of Trustor in and to the insurance policies required by the Loan Agreement that are then in force, and all Insurance Proceeds payable thereunder, will vest in the purchaser at such foreclosure or in Bank or other transferee in the event of such other transfer of title. Nothing herein will be deemed to excuse Trustor from repairing or maintaining the Property as provided in this Security Instrument or restoring all damage or destruction to the Property, regardless of the availability or sufficiency of Insurance Proceeds, and the application or release by Bank of any Insurance Proceeds will not cure or waive any Default, Event of Default or notice of Default or Event of Default or invalidate any action taken by or on behalf of Bank pursuant to any such notice.

Section 3.11 CONDEMNATION If any proceeding or action is commenced for the taking of the Property, or any part thereof or interest therein, for public or quasi-public use under the power of eminent domain, condemnation or otherwise, or if the same is taken or damaged by reason of any public improvement or condemnation proceeding, or in any other manner, or should Trustor receive any notice or other information regarding such proceeding, action, taking or damage, Trustor must immediately notify Bank in writing. Bank may commence, appear in and prosecute in its own name any such action or proceeding. Bank may also make any compromise or settlement in connection with such taking or damage. Bank will not be liable to Trustor for any failure by Bank to collect or to exercise diligence in collecting any such compensation for a taking. All compensation, awards, damages, rights of action and proceeds awarded to Trustor by reason of any such taking or damage to the Property or any part thereof or any interest therein for public or quasi-public use under the power of eminent domain, by reason of any public improvement or condemnation proceeding, or in any other manner (the “**Condemnation Proceeds**”) are hereby assigned to Bank and Trustor agrees to execute such further assignments of the Condemnation Proceeds as Bank may require. Trustor may not compromise or settle any claim resulting from the condemnation proceeding which results in the Condemnation Proceeds being greater than or equal to \$10,000 less than Bank’s reasonable estimate of the damages resulting from the taking. Nothing herein will be deemed to excuse Trustor from repairing, maintaining or restoring the Property as provided in this Security Instrument, regardless of the availability or sufficiency of any Condemnation Proceeds, and the application or release by Bank of any Condemnation Proceeds will not cure or waive any Default, Event of Default or notice of Default or Event of Default or invalidate any action taken by or on behalf of Bank pursuant to any such notice. In the event of a foreclosure of this Security Instrument, or other transfer of title to the Property in extinguishment in whole or in part of the Obligations, all right, title and interest of Trustor in and to the Condemnation Proceeds will vest in the purchaser at such foreclosure or in Bank or other transferee in the event of such other transfer of title.

Section 3.12 AVAILABILITY OF NET PROCEEDS.

(a) In the event of damage, destruction or other casualty to the Property or any part thereof that results in a loss of 75% or more of the full replacement value of the Property at the time of the casualty,

as determined by Bank, all Net Proceeds received by Bank will be used to prepay the Obligations in accordance with the terms of the Loan Agreement and the Note. Should the Net Proceeds exceed the amount of the Obligations due, any such excess will be repaid to Trustor. Should the Net Proceeds be less than the Obligations, any deficiency will be paid by Trustor to Bank within 30 days of demand by Bank. Bank's right to payment of Net Proceeds will exist whether or not any such loss results in any impairment to the security of the Bank under this Security Instrument.

(b) In the event of damage, destruction or other casualty to the Property or any part thereof that results in a loss of less than 75% of the full replacement value of the Property, as determined by Bank, Bank will make the Net Proceeds received by Bank available to Trustor to pay the cost of reconstruction of the Property, subject to the satisfaction of the following conditions as determined by Bank: (i) no Default or Event of Default has occurred; (ii) the cost of reconstruction is equal to or less than the amount of Net Proceeds received by Bank, or Trustor has deposited with Bank such additional funds such that the sum of the Net Proceeds and such funds equals the cost of reconstruction; (iii) Bank (and, at Bank's option, its consultant) has received and approved in its discretion the plans and specifications, construction contracts, construction budget and construction schedule for such reconstruction, and the same have all been approved by all applicable Governmental Authorities; (iv) Bank has determined in its discretion that such reconstruction can be completed on or before the earliest to occur of: (A) 6 months prior to the Maturity Date (and the casualty has occurred prior to such period), (B) the earliest date required for such completion under the terms of any Leases or material agreements affecting the Property, (C) such time as may be required under applicable Governmental Requirements, or (D) the expiration of the loss of rents or business interruption insurance coverage required under the Loan Agreement; (v) the Property and the use thereof after the reconstruction will be in compliance with and permitted under all Governmental Requirements; (vi) all Net Proceeds and any deposits required by subsection (ii) above will be held by Bank and will be disbursed in accordance with disbursement procedures established by Bank in its discretion; (vii) Bank is satisfied that any operating deficits, including scheduled payments of principal and interest under the Note and the Loan Agreement, which will be incurred with respect to the Property as a result of the occurrence of any such casualty will be covered out of the loss of rents or business interruption insurance coverage required under the Loan Agreement; (viii) Trustor will commence reconstruction as soon as reasonably practicable but in no event later than 90 days after such casualty; and (ix) the reconstruction can be completed by the Completion Date. If any of these conditions will not be satisfied as determined by Bank, then Bank will have the right to use the Net Proceeds to prepay the Obligations in accordance with the Note and the Loan Agreement. If any Net Proceeds remain available after completion of the reconstruction of the Property, then such Net Proceeds will be used to prepay the Obligations in accordance with the Loan Agreement and the Note.

(c) In the event of any taking or condemnation of the Property or any part thereof or interest therein, all Net Proceeds will be paid to Bank, and Bank will use such Net Proceeds to prepay the Obligations in accordance with the terms of the Loan Agreement and the Note.

(d) The term "**Net Proceeds**" means (i) the net amount of the Insurance Proceeds received by Bank after deduction of Bank's costs and expenses (including attorneys' fees), if any, in collecting the same; or (ii) the net amount of the Condemnation Proceeds received by Bank after deduction of Bank's costs and expenses (including attorneys' fees), if any, in collecting the same, whichever the case may be; and (iii) any additional deposit the Bank requires the Trustor to make to the Bank in connection with such casualty or condemnation proceeding.

Article 4 - OBLIGATIONS AND RELIANCES

Section 4.1 RELATIONSHIP OF TRUSTOR AND BANK. The relationship between Trustor and Bank is solely that of debtor and creditor, and Bank has no fiduciary or other special relationship with

Trustor, and no term or condition of this Security Instrument or any of the other Loan Documents will be construed so as to deem the relationship between Trustor and Bank to be other than that of debtor and creditor.

Section 4.2 NO RELIANCE ON BANK. The general partners, members, principals and (if Trustor is a trust) beneficial owners of Trustor are experienced in the ownership and operation of properties similar to the Property, and Trustor and Bank are relying solely upon such expertise and business plan in connection with the ownership and operation of the Property. Trustor is not relying on Bank's expertise, business acumen or advice in connection with the Property.

Section 4.3 NO BANK OBLIGATIONS.

(a) Notwithstanding anything to the contrary contained in this Security Instrument, Bank is not undertaking the performance of (i) any obligations under the Leases; or (ii) any obligations with respect to any other agreements, contracts, certificates, instruments, franchises, permits, trademarks, licenses and other documents.

(b) By accepting or approving anything required to be observed, performed or fulfilled or to be given to Bank pursuant to this Security Instrument, the Loan Agreement, the Note or the other Loan Documents, including any officer's certificate, balance sheet, statement of profit and loss or other financial statement, survey, appraisal, or insurance policy, Bank will not be deemed to have warranted, consented to, or affirmed the sufficiency, legality or effectiveness of same, and such acceptance or approval thereof will not constitute any warranty or affirmation with respect thereto by Bank.

Section 4.4 RELIANCE. Trustor recognizes and acknowledges that in accepting the Loan Agreement, the Note, this Security Instrument and the other Loan Documents, Bank is expressly and primarily relying on the truth and accuracy of the warranties and representations set forth in Article V of the Loan Agreement without any obligation to investigate the Property and notwithstanding any investigation of the Property by Bank; that such reliance existed on the part of Bank prior to the date hereof; that the warranties and representations are a material inducement to Bank in making the Loan; and that Bank would not be willing to make the Loan and accept this Security Instrument in the absence of the warranties and representations as set forth in Article V of the Loan Agreement.

Article 5 - FURTHER ASSURANCES

Section 5.1 RECORDING OF SECURITY INSTRUMENT, ETC. Trustor forthwith upon the execution and delivery of this Security Instrument and thereafter, from time to time, will cause this Security Instrument and any of the other Loan Documents creating a lien or security interest or evidencing the lien hereof upon the Property and each instrument of further assurance to be filed, registered or recorded in such manner and in such places as may be required by any present or future law in order to publish notice of and fully to protect and perfect the lien or security interest hereof upon, and the interest of Bank in, the Property. Trustor will pay all taxes, filing, registration or recording fees, and all expenses incident to the preparation, execution, acknowledgment and/or recording of the Note, this Security Instrument, the other Loan Documents, any note, deed of trust or mortgage supplemental hereto, any security instrument with respect to the Property and any instrument of further assurance, and any modification or amendment of the foregoing documents, and all federal, state, county and municipal taxes, duties, imposts, assessments and charges arising out of or in connection with the execution and delivery of this Security Instrument, any deed of trust or mortgage supplemental hereto, any security instrument with respect to the Property or any instrument of further assurance, and any modification or amendment of the foregoing documents, except where prohibited by law so to do.

Section 5.2 FURTHER ACTS, ETC. Trustor will, at Trustor's sole cost and expense, and without expense to Bank, do, execute, acknowledge and deliver all and every such further acts, deeds, conveyances, deeds of trust, mortgages, assignments, notices of assignments, transfers and assurances as Bank may, from time to time, reasonably require, for the better assuring, conveying, assigning, transferring, and confirming unto Bank the property and rights hereby mortgaged, deeded, granted, bargained, sold, conveyed, confirmed, pledged, assigned, warranted and transferred or intended now or hereafter so to be, or which Trustor may be or may hereafter become bound to convey or assign to Bank, or for carrying out the intention or facilitating the performance of the terms of this Security Instrument or for filing, registering or recording this Security Instrument, or for complying with all applicable Laws and Governmental Requirements. Trustor, on demand, will execute and deliver, and in the event it fails to so execute and deliver, hereby authorizes Bank to execute in the name of Trustor or file or record without the signature of Trustor to the extent Bank may lawfully do so, one or more financing statements (including initial financing statements and amendments thereto and continuation statements), to evidence more effectively the security interest of Bank in the Property. Trustor also ratifies its authorization for Bank to have filed or recorded any like initial financing statements, amendments thereto and continuation statements, if filed or recorded prior to the date of this Security Instrument. Trustor grants to Bank an irrevocable power of attorney coupled with an interest for the purpose of exercising and perfecting any and all rights and remedies available to Bank at law and in equity, including such rights and remedies available to Bank pursuant to this Section. To the extent not prohibited by applicable law, Trustor hereby ratifies all acts Bank has lawfully done in the past or will lawfully do or cause to be done in the future by virtue of such power of attorney.

Section 5.3 CHANGES IN TAX, DEBT, CREDIT AND DOCUMENTARY STAMP LAWS.

(a) If any law is enacted or adopted or amended after the date of this Security Instrument which deducts the Debt from the value of the Property for the purpose of taxation or which imposes a tax, either directly or indirectly, on the Debt or Bank's interest in the Property, Trustor will pay the tax, with interest and penalties thereon, if any, in accordance with the applicable provisions of the Loan Agreement. If Bank is advised by counsel chosen by it that the payment of any such tax by Trustor would be unlawful or taxable to Bank or unenforceable or provide the basis for a defense of usury then Bank will have the option by written notice of not less than 120 days to declare the Debt immediately due and payable.

(b) Trustor will not claim or demand or be entitled to any credit or credits on account of the Debt for any part of the taxes assessed against the Property, or any part thereof, and no deduction will otherwise be made or claimed from the assessed value of the Property, or any part thereof, for real estate tax purposes by reason of this Security Instrument or the Debt. If such claim, credit or deduction is required by law, Bank will have the option, by written notice of not less than 120 days, to declare the Debt immediately due and payable.

(c) If at any time the United States of America, any State thereof or any subdivision of any such State will require revenue or other stamps to be affixed to the Note, this Security Instrument, or any of the other Loan Documents or impose any other tax or charge on the same, Trustor will pay for the same, with interest and penalties thereon, if any.

Article 6 - DUE ON SALE/ENCUMBRANCE

Section 6.1 BANK RELIANCE. Trustor acknowledges that Bank has examined and relied on the experience of Trustor and its general partners, members, principals and (if Trustor is a trust) beneficial owners in owning and operating properties such as the Property in agreeing to make the Loan, and will continue to rely on Trustor's ownership of the Property as a means of maintaining the value of the Property as security for repayment and performance of the Obligations. Trustor acknowledges that Bank has a valid interest in maintaining the value of the Property so as to ensure that, should Trustor default in the repayment

of the Obligations or the performance of the Obligations, Bank can recover the Obligations by a sale of the Property.

Section 6.2 NO TRANSFER. Trustor will comply in all respects with the provisions of the Loan Agreement regarding (a) selling, transferring, leasing, conveying or encumbering the Land, the Equipment or the Improvements or the direct or indirect interests in Trustor, and (b) changing control of Trustor.

Article 7 - RIGHTS AND REMEDIES UPON DEFAULT

Section 7.1 REMEDIES. Upon the occurrence of any Event of Default, unless such Event of Default is subsequently waived in writing by Bank (provided that Bank has no obligation whatsoever to grant any such waiver and any such waiver, if granted, will be considered a one-time waiver), Bank may exercise any or all of the following rights and remedies, consecutively or simultaneously, and in any order:

(a) Exercise any and all rights and remedies specified in the Loan Agreement, including declaring that the Commitment is terminated and/or declaring that the entire unpaid principal balance of the Obligations are immediately due and payable, together with accrued and unpaid interest thereon;

(b) institute proceedings, judicial or otherwise, for the complete foreclosure of this Security Instrument under any applicable provision of law, in which case the Property or any interest therein may be sold for cash or upon credit in one or more parcels or in several interests or portions and in any order or manner;

(c) with or without entry, to the extent permitted and pursuant to the procedures provided by applicable law, institute proceedings for the partial foreclosure of this Security Instrument for the portion of the Obligations then due and payable, subject to the continuing lien and security interest of this Security Instrument for the balance of the Obligations not then due, unimpaired and without loss of priority;

(d) sell for cash or upon credit the Property or any part thereof and all estate, claim, demand, right, title and interest of Trustor therein and rights of redemption thereof, pursuant to power of sale or otherwise, at one or more sales, as an entirety or in parcels, at such time and place, upon such terms and after such notice thereof as may be required or permitted by law;

(e) institute an action, suit or proceeding in equity for the specific performance of any covenant, condition or agreement contained herein, in the Note, the Loan Agreement or in the other Loan Documents;

(f) recover judgment on the Obligations either before, during or after any proceedings for the enforcement of this Security Instrument or the other Loan Documents;

(g) apply for the appointment of a receiver, trustee, liquidator or conservator of the Property, without notice and without regard for the adequacy of the security for the Obligations and without regard for the solvency of Trustor, any guarantor or any indemnitor with respect to the Loan or of any Person liable for the payment of the Obligations. Trustor waives any right to any hearing or notice of hearing prior to the appointment of a receiver. Such receiver and his or her agents will be empowered to (i) take possession of the Property and perform all necessary or desirable acts with respect to management and operation of the Property and any businesses conducted by Trustor or any other person thereon and any business assets used in connection therewith and, if the receiver deems it appropriate, to operate the same, (ii) exclude Trustor and Trustor's agents, servants, and employees from the Property, (iii) collect the rents, issues, profits, and income therefrom, (iv) complete any construction which may be in progress, (v) do such maintenance and make such repairs and alterations as the receiver deems necessary, (vi) use all stores of

materials, supplies, and maintenance equipment on the Property and replace such items at the expense of the receivership estate, (vii) to pay all taxes and assessments against the Property, all premiums for insurance thereon, all utility and other operating expenses, and all sums due under any prior or subsequent encumbrance, (viii) generally do anything which Trustor could legally do if Trustor were in possession of the Property, and (ix) take any other action permitted by law. All expenses incurred by the receiver or his agents will constitute a part of the Obligations. Any revenues collected by the receiver will be applied first to the expenses of the receivership, including attorneys' fees incurred by the receiver and by Bank, together with interest thereon at the Default Rate from the date incurred until repaid, and the balance will be applied toward the Obligations or in such other manner as the court may direct. Unless sooner terminated with the express consent of Bank, any such receivership will continue until the Obligations have been discharged in full, or until title to the Property has passed after a receivership sale or a foreclosure sale and all applicable periods of redemption have expired;

(h) the license granted to Trustor under Section 1.2 hereof will automatically be revoked and Bank may enter into or upon the Property, either personally or by its agents, nominees or attorneys and dispossess Trustor and its agents and servants therefrom, without liability for trespass, damages or otherwise and exclude Trustor and its agents or servants wholly therefrom, and take possession of all books, records and accounts relating thereto and Trustor agrees to surrender possession of the Property and of such books, records and accounts to Bank upon demand, and thereupon Bank may (i) use, operate, manage, control, insure, maintain, repair, restore and otherwise deal with all and every part of the Property and conduct the business thereat; (ii) complete any construction on the Property in such manner and form as Bank deems advisable; (iii) make alterations, additions, renewals, replacements and improvements to or on the Property; (iv) exercise all rights and powers of Trustor with respect to the Property, whether in the name of Trustor or otherwise, including the right to make, cancel, enforce or modify Leases, obtain and evict tenants, and demand, sue for, collect and receive all Rents of the Property and every part thereof; (v) require Trustor to pay monthly in advance to Bank, or any receiver appointed to collect the Rents, the fair and reasonable rental value for the use and occupation of such part of the Property as may be occupied by Trustor; (vi) require Trustor to vacate and surrender possession of the Property to Bank or to such receiver and, in default thereof, Trustor may be evicted by summary proceedings or otherwise; and (vii) apply the receipts from the Property to the payment of the Obligations, in such order, priority and proportions as Bank deems appropriate in its sole discretion after deducting therefrom all expenses (including attorneys' fees) incurred in connection with the aforesaid operations and all amounts necessary to pay the taxes, Insurance Premiums and other expenses in connection with the Property, as well as just and reasonable compensation for the services of Bank, its in-house and outside counsel, agents and employees;

(i) exercise any and all rights and remedies granted to a secured party upon default under the Uniform Commercial Code, including, without limiting the generality of the foregoing: (i) the right to take possession of the Fixtures, the Equipment and the Personal Property, or any part thereof, and to take such other measures as Bank may deem necessary for the care, protection and preservation of the Fixtures, the Equipment and the Personal Property, and (ii) require Trustor at its expense to assemble the Fixtures, the Equipment and the Personal Property and make it available to Bank at a convenient place acceptable to Bank. Any notice of sale, disposition or other intended action by Bank with respect to the Fixtures, the Equipment and/or the Personal Property sent to Trustor in accordance with the provisions hereof at least 5 days prior to such action, will constitute commercially reasonable notice to Trustor;

(j) apply any sums then deposited or held in escrow or otherwise by or on behalf of Bank in accordance with the terms of the Loan Agreement, this Security Instrument or any other Loan Document to the payment of the following items in any order in its sole and absolute discretion:

(i) Taxes;

- (ii) Insurance Premiums;
 - (iii) Interest on the unpaid principal balance of the Note;
 - (iv) The unpaid principal balance of the Note;
 - (v) All other sums payable pursuant to the Note, the Loan Agreement, this Security Instrument and the other Loan Documents, including advances made by Bank pursuant to the terms of this Security Instrument;
- (k) pursue such other remedies as Bank may have under the other Loan Documents and/or applicable law; or
- (l) apply the undisbursed balance of any Net Proceeds, together with interest thereon, if any, to the payment of the Obligations in such order, priority and proportions as Bank will deem to be appropriate in its discretion.

In the event of a sale, by foreclosure, power of sale or otherwise, of less than all of Property, this Security Instrument will continue as a lien and security interest on the remaining portion of the Property unimpaired and without loss of priority.

Section 7.2 POWER OF SALE. In addition to all other rights and remedies set forth in this Security Instrument, at any time after the lapse of such time as may then be required by law following the recordation of a notice of default, and a notice of sale having been given in the manner required or permitted by law, Trustee, without demand on Trustor, may sell the Property on the date and at the time and place designated in such notice of sale, either as a whole or in separate parcels, and in such order as Bank may request, at public auction to the highest bidder, the purchase price payable in lawful money of the United States at the time of sale. The person conducting the sale may, for any reason, postpone the sale from time to time to the extent permitted by law until it shall be completed and, in every such case, notice of postponement shall be given by public declaration thereof by such person at the time and place last appointed for the sale. Trustee shall execute and deliver to the purchaser its trustee's deed conveying the Property so sold, but without any covenant or warranty, express or implied. The recitals in the trustee's deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Even if steps have been taken to commence a power of sale foreclosure, Bank shall have the option at all times to foreclose this Deed of Trust in the manner provided by law for the foreclosure of mortgages on real property, and Bank shall be entitled to recover from Trustor in such proceedings all costs and expenses incident thereto including appraisals, environmental audits, title reports, court costs and attorney's fees in such amount as shall be determined by the court. Bank shall have the right at any time to commence a power of sale foreclosure even if Trustor has commenced a judicial foreclosure. The foreclosure rights and remedies of Bank are cumulative in all respects.

Section 7.3 APPLICATION OF PROCEEDS. The purchase money, proceeds and avails of any disposition of the Property, and or any part thereof, or any other sums collected by Bank pursuant to the Note, this Security Instrument or the other Loan Documents, may be applied by Bank to the payment of the Obligations in such priority and proportions as Bank in its discretion will deem proper, to the extent consistent with applicable Laws.

Section 7.4 ACTIONS AND PROCEEDINGS. Trustor will give Bank prompt written notice of the assertion of any claim with respect to, or the filing of any action or proceeding purporting to affect the Property, the security hereof or the rights or powers of Bank. Bank has the right to appear in and defend any action or proceeding brought with respect to the Property and to bring any action or proceeding, in the

name and on behalf of Trustor, which Bank, in its discretion, decides should be brought to protect its interest in the Property.

Section 7.5 RECOVERY OF SUMS REQUIRED TO BE PAID. Bank will have the right from time to time to take action to recover any sum or sums which constitute a part of the Obligations as the same become due, without regard to whether or not the balance of the Obligations is due, and without prejudice to the right of Bank thereafter to bring an action of foreclosure, or any other action, for a default or defaults by Trustor existing at the time such earlier action was commenced. In the event Trustor is curing a default or is paying off the Loan and Bank has incurred fees which Trustor is obligated to pay to Bank under any of the Loan Documents, and such amount has not been reduced to a final amount at the time Trustor is curing the default or is paying off the Loan, Bank may require Trustor to pay a reasonable estimate of such fees with the payment curing the default or with the payoff of the Loan, and any amount paid in excess of the estimate by the Trustor will be refunded to the Trustor after the final amount of such fee is determined.

Section 7.6 OTHER RIGHTS, ETC.

(a) The failure of Bank to insist upon strict performance of any term hereof will not be deemed to be a waiver of any term of this Security Instrument. Trustor will not be relieved of Trustor's obligations hereunder by reason of (i) the failure of Bank to comply with any request of Trustor or any guarantor or indemnitor with respect to the Loan to take any action to foreclose this Security Instrument or otherwise enforce any of the provisions hereof or of the Note or the other Loan Documents, (ii) the release, regardless of consideration, of the whole or any part of the Property, or of any Person liable for the Obligations or any portion thereof, or (iii) any agreement or stipulation by Bank extending the time of payment or otherwise modifying or supplementing the terms of the Note, this Security Instrument or the other Loan Documents.

(b) It is agreed that the risk of loss or damage to the Property is on Trustor, and Bank will have no liability whatsoever for decline in value of the Property, for failure to maintain any insurance policies, or for failure to determine whether insurance in force is adequate as to the amount or nature of risks insured. Possession by Bank will not be deemed an election of judicial relief if any such possession is requested or obtained with respect to all or any portion of the Property or collateral not in Bank's possession.

(c) Bank may resort for the payment of the Obligations to any other security held by Bank in such order and manner as Bank, in its discretion, may elect. Bank may take action to recover the Obligations, or any portion thereof, or to enforce any covenant hereof without prejudice to the right of Bank thereafter to foreclose this Security Instrument. The rights of Bank under this Security Instrument will be separate, distinct and cumulative and none will be given effect to the exclusion of the others. No act of Bank will be construed as an election to proceed under any one provision herein to the exclusion of any other provision. Bank will not be limited exclusively to the rights and remedies herein stated but will be entitled to every right and remedy now or hereafter afforded at law or in equity.

Section 7.7 RIGHT TO RELEASE ANY PORTION OF THE PROPERTY. Bank may release any portion of the Property for such consideration as Bank may require without, as to the remainder of the Property, in any way impairing or affecting the lien or priority of this Security Instrument, or improving the position of any subordinate lienholder with respect thereto, except to the extent that the obligations hereunder are reduced by the actual monetary consideration, if any, received by Bank for such release, and may accept by assignment, pledge or otherwise any other property in place thereof as Bank may require without being accountable for so doing to any other lienholder. This Security Instrument will continue as a lien on, and security interest in, the remaining portion of the Property.

Section 7.8 VIOLATION OF LAWS. If the Property is not in compliance in all material respects with Governmental Requirements, Bank may impose additional requirements upon Trustor in connection herewith including monetary reserves or financial equivalents.

Section 7.9 RIGHT OF ENTRY. Upon reasonable notice to Trustor, Bank and its agents will have the right to enter and inspect the Property at all reasonable times.

Section 7.10 BANKRUPTCY.

(a) After the occurrence of an Event of Default, Bank will have the right to proceed in its own name or in the name of Trustor in respect of any claim, suit, action or proceeding relating to the rejection of any Lease, including the right to file and prosecute, to the exclusion of Trustor, any proofs of claim, complaints, motions, applications, notices and other documents, in any case in respect of the lessee under such Lease under the Bankruptcy Code.

(b) If there is filed by or against Trustor a petition under the Bankruptcy Code and Trustor, as lessor under any Lease, determines to reject such Lease pursuant to Section 365(a) of the Bankruptcy Code, then Trustor will give Bank not less than 10 days' prior notice of the date on which Trustor will apply to the bankruptcy court for authority to reject the Lease. Bank will have the right, but not the obligation, to serve upon Trustor within such 10 day period a notice stating that (i) Bank demands that Trustor assume and assign the Lease to Bank pursuant to Section 365 of the Bankruptcy Code and (ii) Bank covenants to cure or provide adequate assurance of future performance under the Lease. If Bank serves upon Trustor the notice described in the preceding sentence, Trustor will not seek to reject the Lease and will comply with the demand provided for in clause (i) of the preceding sentence within 30 days after the notice is given, subject to the performance by Bank of the covenant provided for in clause (ii) of the preceding sentence.

Section 7.11 ACCEPTANCE OF CURE. Bank may accept a cure of an Event of Default from time to time in its discretion but without any obligation whatsoever to do so. Trustor will only be entitled to rely on such an acceptance if Bank expressly states, in writing, that it has accepted such a cure. If Bank accepts a cure of an Event of Default, and no other uncured Event of Default is then continuing, then Bank may agree in its discretion, but without any obligation to do so, to treat any provision in this Security Instrument or in any other Loan Document as if no Event of Default had ever occurred.

Article 8 - CERTAIN WAIVERS

Section 8.1 WAIVER OF OFFSETS; DEFENSES; COUNTERCLAIM. Trustor hereby waives the right to assert a counterclaim, other than a compulsory counterclaim, in any action or proceeding brought against it by Bank to offset any obligations to make the payments required by the Loan Documents. No failure by Bank to perform any of its obligations hereunder will be a valid defense to, or result in any offset against, any payments which Trustor is obligated to make under any of the Loan Documents.

Section 8.2 MARSHALLING AND OTHER MATTERS. To the extent permitted by applicable law, Trustor hereby waives the benefit of all appraisal, valuation, stay, extension, reinstatement and redemption Laws now or hereafter in force and all rights of marshalling in the event of any sale hereunder of the Property or any part thereof or any interest therein. Further, Trustor hereby expressly waives any and all rights of redemption from sale under any order or decree of foreclosure of this Security Instrument on behalf of Trustor, and on behalf of each and every Person acquiring any interest in or title to the Property subsequent to the date of this Security Instrument and on behalf of all other Persons to the extent permitted by applicable law.

Section 8.3 WAIVER OF NOTICE. To the extent permitted by applicable law, Trustor will not be entitled to any notices of any nature whatsoever from Bank except with respect to matters for which this Security Instrument or any of the other Loan Documents specifically and expressly provides for the giving of notice by Bank to Trustor and except with respect to matters for which Bank is required by applicable law to give notice, and Trustor hereby expressly waives the right to receive any notice from Bank with respect to any matter for which this Security Instrument does not specifically and expressly provide for the giving of notice by Bank to Trustor. All sums payable by Trustor pursuant to this Security Instrument must be paid without notice, demand, counterclaim, setoff, deduction or defense and without abatement, suspension, deferment, diminution or reduction, and the obligations and liabilities of Trustor hereunder will in no way be released, discharged or otherwise affected (except as expressly provided herein) by reason of: (a) any damage to or destruction of or any condemnation or similar taking of the Property or any part thereof; (b) any restriction or prevention of or interference by any third party with any use of the Property or any part thereof; (c) any title defect or encumbrance or any eviction from the Property or any part thereof by title paramount or otherwise; (d) any bankruptcy, insolvency, reorganization, composition, adjustment, dissolution, liquidation or other like proceeding relating to Bank, or any action taken with respect to this Security Instrument by any trustee or receiver of Bank, or by any court, in any such proceeding; (e) any claim which Trustor has or might have against Bank; (f) any default or failure on the part of Bank to perform or comply with any of the terms hereof or of any other agreement with Trustor; or (g) any other occurrence whatsoever, whether similar or dissimilar to the foregoing; whether or not Trustor has notice or knowledge of any of the foregoing.

Section 8.4 WAIVER OF STATUTE OF LIMITATIONS. To the extent permitted by applicable law, Trustor hereby expressly waives and releases to the fullest extent permitted by law, the pleading of any statute of limitations as a defense to payment or performance of the Obligations.

Article 9 - NOTICES

All notices or other written communications hereunder will be delivered in accordance with the notice provisions of the Loan Agreement.

Article 10 - APPLICABLE LAW

Section 10.1 GOVERNING LAW; WAIVER OF JURY TRIAL; JURISDICTION. IN ALL RESPECTS, INCLUDING, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE, THIS SECURITY INSTRUMENT AND THE OBLIGATIONS ARISING HEREUNDER WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF UTAH, APPLICABLE TO CONTRACTS MADE AND PERFORMED IN SUCH STATE (WITHOUT REGARD TO PRINCIPLES OF CONFLICT LAWS) AND ANY APPLICABLE LAW OF THE UNITED STATES OF AMERICA. TO THE FULLEST EXTENT PERMITTED BY LAW, TRUSTOR HEREBY UNCONDITIONALLY AND IRREVOCABLY WAIVES ANY CLAIM TO ASSERT THAT THE LAW OF ANY OTHER JURISDICTION GOVERNS THIS SECURITY INSTRUMENT AND THE NOTE, AND THIS SECURITY INSTRUMENT AND THE NOTE WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF UTAH, AND ANY LAWS OF THE UNITED STATES OF AMERICA APPLICABLE TO NATIONAL BANKS.

TO THE FULLEST EXTENT PERMITTED BY LAW, TRUSTOR AND BANK HEREBY WAIVE ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION RELATING TO THE LOAN AND/OR THE LOAN DOCUMENTS. TRUSTOR, TO THE FULLEST EXTENT PERMITTED BY LAW, HEREBY KNOWINGLY, INTENTIONALLY AND VOLUNTARILY, WITH AND UPON THE ADVICE OF COMPETENT COUNSEL, (A) SUBMITS TO PERSONAL JURISDICTION IN THE

STATE OF UTAH OVER ANY SUIT, ACTION OR PROCEEDING BY ANY PERSON ARISING FROM OR RELATING TO THIS SECURITY INSTRUMENT, (B) AGREES THAT ANY SUCH ACTION, SUIT OR PROCEEDING MAY BE BROUGHT IN ANY STATE OR FEDERAL COURT OF COMPETENT JURISDICTION IN THE COUNTY OF SALT LAKE, (C) SUBMITS TO THE JURISDICTION AND VENUE OF SUCH COURTS AND WAIVES ANY ARGUMENT THAT VENUE IN SUCH FORUMS IS NOT CONVENIENT, AND (D) AGREES THAT IT WILL NOT BRING ANY ACTION, SUIT OR PROCEEDING IN ANY OTHER FORUM (BUT NOTHING HEREIN WILL AFFECT THE RIGHT OF BANK TO BRING ANY ACTION, SUIT OR PROCEEDING IN ANY OTHER FORUM). TRUSTOR FURTHER CONSENTS AND AGREES TO SERVICE OF ANY SUMMONS, COMPLAINT OR OTHER LEGAL PROCESS IN ANY SUCH SUIT, ACTION OR PROCEEDING BY REGISTERED OR CERTIFIED U.S. MAIL, POSTAGE PREPAID, TO TRUSTOR AT THE ADDRESSES FOR NOTICES DESCRIBED IN THIS SECURITY INSTRUMENT, AND CONSENTS AND AGREES THAT SUCH SERVICE WILL CONSTITUTE IN EVERY RESPECT VALID AND EFFECTIVE SERVICE (BUT NOTHING HEREIN WILL AFFECT THE VALIDITY OR EFFECTIVENESS OF PROCESS SERVED IN ANY OTHER MANNER PERMITTED BY LAW).

Section 10.2 PROVISIONS SUBJECT TO APPLICABLE LAW. All rights, powers and remedies provided in this Security Instrument may be exercised only to the extent that the exercise thereof does not violate any applicable provisions of law and are intended to be limited to the extent necessary so that they will not render this Security Instrument invalid, unenforceable or not entitled to be recorded, registered or filed under the provisions of any applicable law. If any term of this Security Instrument or any application thereof will be invalid or unenforceable, the remainder of this Security Instrument and any other application of the term will not be affected thereby.

Article 11 - DEFINITIONS

All capitalized terms not defined herein will have the respective meanings set forth in the Loan Agreement. If a capitalized term is defined herein and the same capitalized term is defined in the Loan Agreement, then the capitalized term that is defined herein will be utilized for the purposes of this Security Instrument, *provided* that the foregoing does not impact provisions that are incorporated herein by reference. Unless the context clearly indicates a contrary intent or unless otherwise specifically provided herein, words used in this Security Instrument may be used interchangeably in singular or plural form and the word "**Trustor**" will mean "each Trustor and any subsequent owner or owners of the Property or any part thereof or any interest therein, without limitation or waiver of any restrictions on transfers of any interests therein as set forth in any Loan Document," the word "**Bank**" will mean "Bank and any subsequent holder of the Note," the word "**Note**" will mean "the Note and any other evidence of indebtedness secured by this Security Instrument," the word "**Property**" will include any portion of the Property and any interest therein, and the phrases "**attorneys' fees**", "**legal fees**" and "**counsel fees**" will include any and all in-house and outside attorneys', paralegals' and law clerks' fees and disbursements, including fees and disbursements at the pre-trial, trial and appellate levels incurred or paid by Bank in protecting its interest in the Property, the Leases and the Rents and enforcing its rights hereunder.

Article 12 - MISCELLANEOUS PROVISIONS

Section 12.1 NO ORAL CHANGE. This Security Instrument, and any provisions hereof, may not be modified, amended, waived, extended, changed, discharged or terminated orally or by any act or failure to act on the part of Trustor or Bank, but only by an agreement in writing signed by the party against whom enforcement of any modification, amendment, waiver, extension, change, discharge or termination is sought.

Section 12.2 SUCCESSORS AND ASSIGNS. This Security Instrument will be binding upon and inure to the benefit of Trustor and Bank and their respective successors and assigns forever.

Section 12.3 INAPPLICABLE PROVISIONS. If any term, covenant or condition of the Loan Agreement, the Note or this Security Instrument is held to be invalid, illegal or unenforceable in any respect, the Loan Agreement, the Note and this Security Instrument will be construed without such provision.

Section 12.4 HEADINGS, ETC. The headings and captions of various Sections of this Security Instrument are for convenience of reference only and are not to be construed as defining or limiting, in any way, the scope or intent of the provisions hereof.

Section 12.5 SUBROGATION. If any or all of the proceeds of the Loan have been used to extinguish, extend or renew any indebtedness heretofore existing against the Property, then, to the extent of the funds so used, Bank will be subrogated to all of the rights, claims, liens, titles, and interests existing against the Property heretofore held by, or in favor of, the holder of such indebtedness and such former rights, claims, liens, titles, and interests, if any, are not waived but rather are continued in full force and effect in favor of Bank and are merged with the lien and security interest created herein as cumulative security for the repayment of the Obligations, the performance and discharge of Trustor's obligations hereunder and the performance and discharge of Borrower's obligations under the Loan Agreement, the Note and the other Loan Documents and the performance and discharge of the Other Obligations.

Section 12.6 ENTIRE AGREEMENT. The Note, the Loan Agreement, this Security Instrument and the other Loan Documents constitute the entire understanding and agreement between Borrower, Trustor and Bank with respect to the transactions arising in connection with the Obligations and supersede all prior written or oral understandings and agreements between Borrower, Trustor and Bank with respect thereto. Trustor hereby acknowledges that, except as incorporated in writing in the Note, the Loan Agreement, this Security Instrument and the other Loan Documents, there are not, and were not, and no Persons are or were authorized by Bank to make, any representations, understandings, stipulations, agreements or promises, oral or written, with respect to the transaction which is the subject of the Note, the Loan Agreement, this Security Instrument and the other Loan Documents.

Section 12.7 LIMITATION ON BANK'S RESPONSIBILITY. No provision of this Security Instrument will operate to place any obligation or liability for the control, care, management or repair of the Property upon Bank, nor will it operate to make Bank responsible or liable for any waste committed on the Property by the tenants or any other Person, or for any dangerous or defective condition of the Property, or for any negligence in the management, upkeep, repair or control of the Property resulting in loss or injury or death to any tenant, licensee, employee or stranger. Nothing herein contained will be construed as constituting Bank a "mortgagee in possession."

Section 12.8 JOINT AND SEVERAL. If more than one Person has executed this Security Instrument as "Trustor," the representations, covenants, warranties and obligations of all such Persons hereunder will be joint and several.

Section 12.9 BANK'S DISCRETION. Whenever, pursuant to this Security Instrument or any of the other Loan Documents, Bank exercises any right given to it to approve or disapprove, or any arrangement or term is to be satisfactory or acceptable to Bank, or Bank exercises any right to grant or withhold consent, or Bank exercises its discretion in making any decision, the decision of Bank will, except as is otherwise specifically herein provided, be in the sole and absolute discretion of Bank and will be final and conclusive.

Section 12.10 NO MERGER. So long as the Obligations owed to Bank secured hereby remain unpaid and undischarged and unless Bank otherwise consents in writing, the fee, leasehold, subleasehold and sub-subleasehold estates in and to the Property will not merge but will always remain separate and distinct, notwithstanding the union of estates (without implying Trustor's consent to such union) either in Trustor, Bank, any tenant or any third party by purchase or otherwise. In the event this Security Instrument is originally placed on a leasehold estate and Trustor later obtains fee title to the Property, such fee title will be subject and subordinate to this Security Instrument.

Article 13 - STATE-SPECIFIC PROVISIONS

Section 13.1 PRINCIPLES OF CONSTRUCTION. In the event of any inconsistencies between the terms and conditions of this Article 15 and the other terms and conditions of this Security Instrument, the terms and conditions of this Article 15 will control and be binding.

Section 13.2 ASSESSMENTS AGAINST PROPERTY. Trustor will not, without the prior written approval of Bank, which may be withheld for any reason, consent to or allow the creation of any so-called special districts, special improvement districts, benefit assessment districts or similar districts, or any other body or entity of any type, or allow to occur any other event, that would or might result in the imposition of any additional taxes, assessments or other monetary obligations or burdens on the Property, and this provision serves as Record Notice to any such district or districts or any governmental entity under whose authority such district or districts exist or are being formed that, should Trustor or any other person or entity include all or any portion of the Property in such district or districts, whether formed or in the process of formation, without first obtaining Bank's express written consent, the rights of Bank in the Property pursuant to this Security Instrument or following any foreclosure of this Security Instrument, and the rights of any person or entity to whom Bank might transfer the Property following a foreclosure of this Security Instrument, will be senior and superior to any taxes, charges, fees, assessments or other impositions of any kind or nature whatsoever, or liens (whether statutory, contractual or otherwise) levied or imposed, or to be levied or imposed, upon the Property or any portion thereof as a result of inclusion of the Property in such district or districts.

[NO FURTHER TEXT ON THIS PAGE]

IN WITNESS WHEREOF, THIS SECURITY INSTRUMENT has been executed by Trustor as of the day and year first above written.

VP Daybreak Operations LLC, a Delaware limited liability company

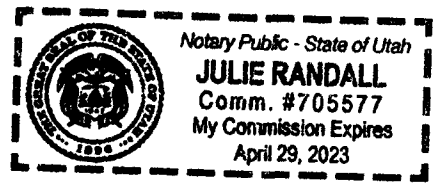
By: LHMRE, LLC, a Utah limited liability company
Its: Manager

By: [Signature]
Name: Bradley Holmes
Title: President

STATE OF UTAH)
) ss
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 9th day of December 2022, by Bradley Holmes, as President of LHMRE, LLC, a Utah limited liability company, as the Manager of VP Daybreak Operations LLC, a Delaware limited liability company, on behalf of said limited liability company.

[Signature]
Notary Public
My commission expires April 29, 2023



VP Daybreak Devco LLC, a Delaware limited liability company

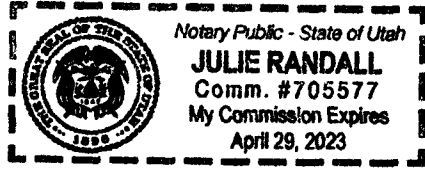
By: LHMRE, LLC, a Utah limited liability company
Its: Manager

By: [Signature]
Name: Bradley Holmes
Title: President

STATE OF UTAH)
) ss
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 9th day of December 2022, by Bradley Holmes, as President of LHMRE, LLC, a Utah limited liability company, as the Manager of VP Daybreak Devco LLC, a Delaware limited liability company, on behalf of said limited liability company.

[Signature]
Notary Public
My commission expires April 29, 2023



VP Daybreak Devco 2, Inc., a Utah corporation

By: *BR*

Name: Bradley Holmes

Title: Director

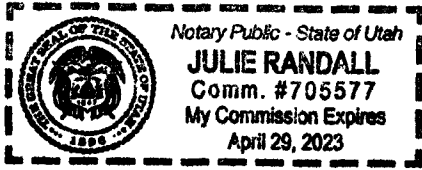
By: *D.S.*

Name: David Smith

Title: Director

STATE OF UTAH)
) ss
COUNTY OF SALT LAKE)

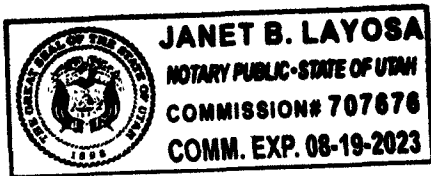
The foregoing instrument was acknowledged before me this 4th day of December 2022, by Bradley Holmes, as Director of VP Daybreak Devco 2, Inc., a Utah corporation, on behalf of said corporation.



Julie Randall
Notary Public
My commission expires April 29, 2023

STATE OF UTAH)
) ss
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 7th day of December 2022, by David Smith, as Director of VP Daybreak Devco 2, Inc., a Utah corporation, on behalf of said corporation.

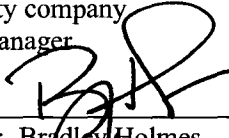


Janet B. Layosa
Notary Public
My commission expires 8-19-2023

VP Daybreak Investco 4 LLC, a Utah limited liability company

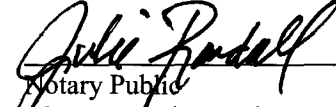
By: MRE Investment Management, L.L.C., a Utah limited liability company
Its: Manager

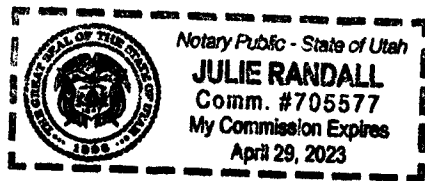
By: Miller Family Real Estate, L.L.C., a Utah limited liability company
Its: Manager

By: 
Name: Bradley Holmes
Title: President

STATE OF UTAH)
) ss
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 14th day of December 2022, by Bradley Holmes, as the President of Miller Family Real Estate, L.L.C., a Utah limited liability company, as the Manager of MRE Investment Management, L.L.C., a Utah limited liability company, as the Manager of VP Daybreak Investco 4 LLC, a Utah limited liability company, on behalf of said limited liability company.

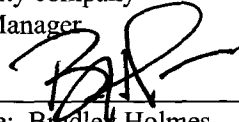

Notary Public
My commission expires April 29, 2023



VP Daybreak Investco 5 LLC, a Utah limited liability company

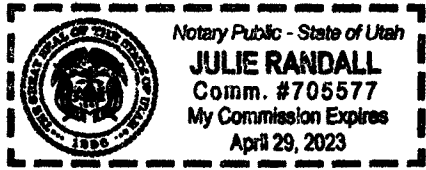
By: MRE Investment Management, L.L.C., a Utah limited liability company
Its: Manager


By: Miller Family Real Estate, L.L.C., a Utah limited liability company
Its: Manager

By: 
Name: Bradley Holmes
Title: President

STATE OF UTAH)
) ss
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 1st day of December 2022, by Bradley Holmes, as the President of Miller Family Real Estate, L.L.C., a Utah limited liability company, as the Manager of MRE Investment Management, L.L.C., a Utah limited liability company, as the Manager of VP Daybreak Investco 5 LLC, a Utah limited liability company, on behalf of said limited liability company.



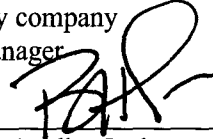

Notary Public
My commission expires April 29, 2023

Notary Public
My commission expires _____

VP Daybreak Investco 7 LLC, a Utah limited liability company


By: MRE Investment Management, L.L.C., a Utah limited liability company
Its: Manager

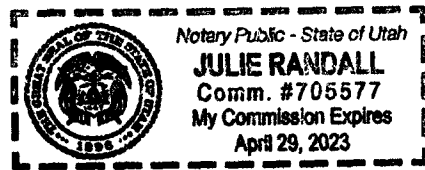
By: Miller Family Real Estate, L.L.C., a Utah limited liability company
Its: Manager

By: 
Name: Bradley Holmes
Title: President

STATE OF UTAH)
) ss
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 9th day of December 2022, by Bradley Holmes, as the President of Miller Family Real Estate, L.L.C., a Utah limited liability company, as the Manager of MRE Investment Management, L.L.C., a Utah limited liability company, as the Manager of VP Daybreak Investco 7 LLC, a Utah limited liability company, on behalf of said limited liability company.

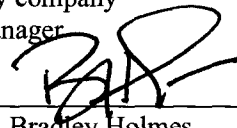

Notary Public
My commission expires April 29, 2023



VP Daybreak Investco 9 LLC, a Utah limited liability company


By: MRE Investment Management, L.L.C., a Utah limited liability company
Its: Manager

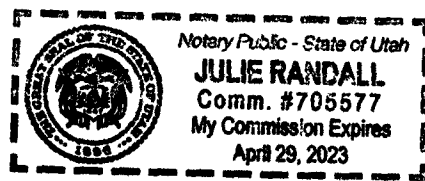
By: Miller Family Real Estate, L.L.C., a Utah limited liability company
Its: Manager

By: 
Name: Bradley Holmes
Title: President

STATE OF UTAH)
) ss
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 9th day of December 2022, by Bradley Holmes, as the President of Miller Family Real Estate, L.L.C., a Utah limited liability company, as the Manager of MRE Investment Management, L.L.C., a Utah limited liability company, as the Manager of VP Daybreak Investco 9 LLC, a Utah limited liability company, on behalf of said limited liability company.

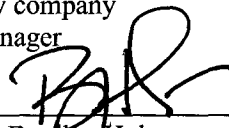

Notary Public
My commission expires April 29, 2023



VP Daybreak Investco 10 LLC, a Utah limited liability company


By: MRE Investment Management, L.L.C., a Utah limited liability company
Its: Manager

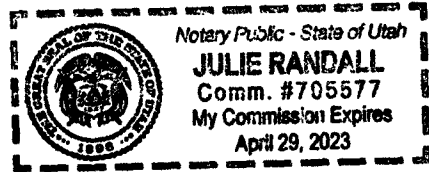
By: Miller Family Real Estate, L.L.C., a Utah limited liability company
Its: Manager

By: 
Name: Bradley Holmes
Title: President

STATE OF UTAH)
) ss
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 9th day of December 2022, by Bradley Holmes, as the President of Miller Family Real Estate, L.L.C., a Utah limited liability company, as the Manager of MRE Investment Management, L.L.C., a Utah limited liability company, as the Manager of VP Daybreak Investco 10 LLC, a Utah limited liability company, on behalf of said limited liability company.

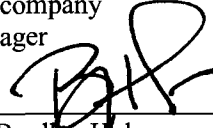

Notary Public
My commission expires April 29, 2023



VP Daybreak Investco 11 LLC, a Utah limited liability company


By: MRE Investment Management, L.L.C., a Utah limited liability company
Its: Manager

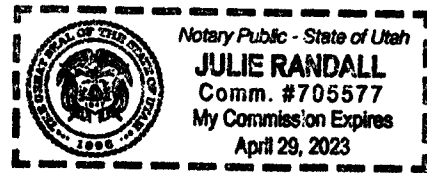
By: Miller Family Real Estate, L.L.C., a Utah limited liability company
Its: Manager

By: 
Name: Bradley Holmes
Title: President

STATE OF UTAH)
) ss
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 9th day of December 2022, by Bradley Holmes, as the President of Miller Family Real Estate, L.L.C., a Utah limited liability company, as the Manager of MRE Investment Management, L.L.C., a Utah limited liability company, as the Manager of VP Daybreak Investco 11 LLC, a Utah limited liability company, on behalf of said limited liability company.

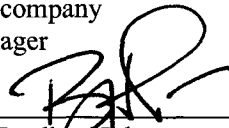

Notary Public
My commission expires April 29, 2023



VP Daybreak Investco 12 LLC, a Utah limited liability company


By: MRE Investment Management, L.L.C., a Utah limited liability company
Its: Manager

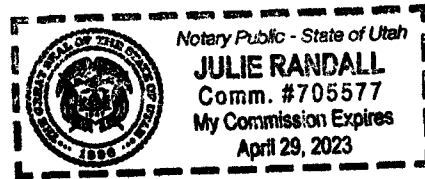
By: Miller Family Real Estate, L.L.C., a Utah limited liability company
Its: Manager

By: 
Name: Bradley Holmes
Title: President

STATE OF UTAH)
) ss
COUNTY OF SALT LAKE)

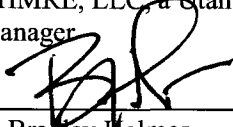
The foregoing instrument was acknowledged before me this 9th day of December 2022, by Bradley Holmes, as the President of Miller Family Real Estate, L.L.C., a Utah limited liability company, as the Manager of MRE Investment Management, L.L.C., a Utah limited liability company, as the Manager of VP Daybreak Investco 12 LLC, a Utah limited liability company, on behalf of said limited liability company.


Notary Public
My commission expires April 29, 2023



VP Daybreak Investments LLC, a Delaware limited liability company

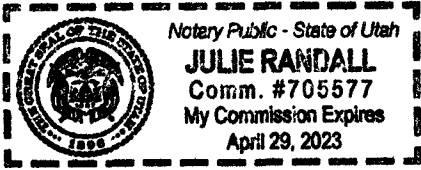
By: LHMRE, LLC, a Utah limited liability company
Its: Manager

By: 
Name: Bradley Holmes
Title: President

STATE OF UTAH)
) ss
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 9th day of December 2022, by Bradley Holmes, as President of LHMRE, LLC, a Utah limited liability company, as the Manager of VP Daybreak Investments LLC, a Delaware limited liability company, on behalf of said limited liability company.

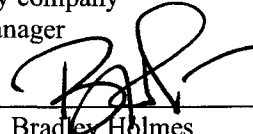

Notary Public
My commission expires April 29, 2023



VP Daybreak Soda Row LLC, a Delaware limited liability company


By: Miller Family Real Estate, L.L.C., a Utah limited liability company

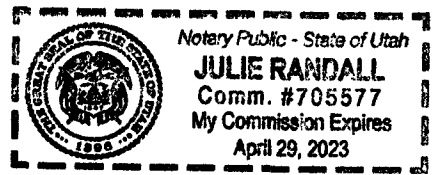
Its: Manager

By: 
Name: Bradley Holmes
Title: President

STATE OF UTAH)
) ss
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 9th day of December 2022, by Bradley Holmes, as the President of Miller Family Real Estate, L.L.C., a Utah limited liability company, as the Manager of VP Daybreak Soda Row LLC, a Delaware limited liability company, on behalf of said limited liability company.


Notary Public
My commission expires April 29, 2023



Article 14 - EXHIBIT A
LEGAL DESCRIPTION

TRACT 1:

PARCEL 1: (NOTE FOR INFORMATIONAL PURPOSES ONLY: PARCELS 26-13-101-013, 26-13-163-006, 26-13-352-004, 26-13-337-025, 26-24-126-002, 26-13-301-008)

A PARCEL OF LAND LOCATED IN SECTION 13 AND THE NORTH HALF OF SECTION 24, TOWNSHIP 3 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF LOT OS2A, AMENDED LOTS B2, B3, OS2, T4, V4, V7 & WTC2 KENNECOTT MASTER SUBDIVISION #1, SAID POINT LIES NORTH 89°57'24" EAST 75.147 FEET ALONG THE SECTION LINE FROM THE NORTHWEST CORNER OF SECTION 13, TOWNSHIP 3 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE NORTH 89°57'24" EAST 2454.81 FEET ALONG THE NORTH LINE OF SAID LOT OS2A AND LOT OS2 OF SAID KENNECOTT MASTER SUBDIVISION #1 TO THE NORTH LINE OF BINGHAM RIM ROAD AND A POINT ON A 528.500 FOOT RADIUS NON TANGENT CURVE TO THE LEFT, (RADIUS BEARS SOUTH 17°33'28" EAST); THENCE ALONG SAID NORTH LINE OF BINGHAM RIM ROAD THE FOLLOWING (2) COURSES: ALONG THE ARC OF SAID CURVE 166.822 FEET THROUGH A CENTRAL ANGLE OF 18°05'08"; THENCE SOUTH 54°21'24" WEST 167.45 FEET; THENCE ALONG SAID LOT OS2 THE FOLLOWING (2) COURSES: NORTH 36°32'54" WEST 8.95 FEET TO A POINT ON A 1430.000 FOOT RADIUS NON TANGENT CURVE TO THE LEFT, (RADIUS BEARS SOUTH 27°47'32" EAST); THENCE ALONG THE ARC OF SAID CURVE 45.986 FEET THROUGH A CENTRAL ANGLE OF 01°50'33" TO THE SOUTHEAST LINE OF LOT P-101, KENNECOTT DAYBREAK BINGHAM CREEK AMENDING PORTIONS OF LOTS B1, B2, OS1, OS2, WTC1 AND V3 OF THE KENNECOTT MASTER SUBDIVISION #1 AMENDED; THENCE ALONG SAID BINGHAM CREEK PLAT THE FOLLOWING (31) COURSES: NORTH 54°21'24" EAST 234.69 FEET; THENCE SOUTH 89°57'24" WEST 794.77 FEET; THENCE SOUTH 49°29'17" WEST 19.00 FEET; THENCE SOUTH 61°05'05" WEST 121.16 FEET; THENCE SOUTH 76°18'58" WEST 139.52 FEET; THENCE SOUTH 62°58'05" WEST 153.51 FEET; THENCE SOUTH 88°59'43" WEST 71.90 FEET; THENCE SOUTH 86°11'16" WEST 75.84 FEET; THENCE SOUTH 82°52'42" WEST 142.35 FEET; THENCE NORTH 89°13'15" WEST 185.41 FEET; THENCE SOUTH 65°03'58" WEST 59.80 FEET; THENCE SOUTH 57°16'37" WEST 62.96 FEET; THENCE SOUTH 56°32'49" EAST 115.29 FEET; THENCE SOUTH 24°54'53" WEST 39.73 FEET; THENCE SOUTH 76°14'43" WEST 63.62 FEET; THENCE SOUTH 71°34'23" WEST 43.87 FEET; THENCE SOUTH 51°07'30" WEST 76.62 FEET; THENCE SOUTH 53°48'36" WEST 151.58 FEET; THENCE SOUTH 67°58'23" WEST 114.28 FEET; THENCE SOUTH 65°52'53" WEST 132.65 FEET; THENCE SOUTH 55°26'59" WEST 68.91 FEET; THENCE SOUTH 38°51'59" WEST 58.28 FEET; THENCE SOUTH 53°45'32" EAST 23.46 FEET; THENCE NORTH 77°50'02" EAST 134.06 FEET; THENCE SOUTH 49.65 FEET; THENCE SOUTH 58°52'22" WEST 133.77 FEET; THENCE SOUTH 34°53'16" WEST 125.51 FEET; THENCE SOUTH 51°33'36" WEST 20.81 FEET; THENCE SOUTH 00°04'56" WEST 483.26 FEET TO A POINT ON A 950.000 FOOT RADIUS NON TANGENT CURVE TO THE LEFT, (RADIUS BEARS NORTH 19°19'14" WEST); THENCE ALONG THE ARC OF SAID CURVE 227.045 FEET THROUGH A CENTRAL ANGLE OF 13°41'36"; THENCE NORTH 56°59'10" EAST 5.59 FEET TO THE NORTHWEST CORNER OF LOT P-111 OF KENNECOTT DAYBREAK VILLAGE 5 PLAT 4 SUBDIVISION AMENDING LOTS OS2, V3, & T3 OF THE KENNECOTT MASTER SUBDIVISION #1 AMENDED; THENCE LEAVING SAID BINGHAM CREEK PLAT AND RUNNING ALONG SAID VILLAGE 5 PLAT 4 SUBDIVISION THE FOLLOWING (7) COURSES: SOUTH 36°32'54" EAST 711.69 FEET TO A POINT ON A 784.500 FOOT RADIUS TANGENT CURVE TO THE RIGHT, (RADIUS BEARS SOUTH 53°27'06" WEST); THENCE ALONG THE ARC OF SAID CURVE 500.425 FEET THROUGH A CENTRAL ANGLE OF 36°32'54"; THENCE SOUTH 140.34 FEET; THENCE EAST 53.20 FEET TO A POINT ON A 911.000 FOOT RADIUS NON TANGENT CURVE TO THE RIGHT, (RADIUS BEARS SOUTH); THENCE ALONG THE ARC OF SAID CURVE 241.969 FEET THROUGH A CENTRAL ANGLE OF 15°13'06" TO A POINT OF REVERSE CURVATURE WITH A 42.000 FOOT RADIUS TANGENT CURVE TO THE LEFT, (RADIUS BEARS NORTH 15°13'06" EAST); THENCE ALONG THE ARC OF SAID CURVE 16.578 FEET

Article 15 - EXHIBIT A
LEGAL DESCRIPTION
(Continued)

THROUGH A CENTRAL ANGLE OF 22°36'57"; THENCE NORTH 82°36'09" EAST 65.28 FEET; THENCE ALONG KENNECOTT DAYBREAK VILLAGE 5 PLAT 3 SUBDIVISION AMENDING LOTS OS2, V3, & T3 OF THE KENNECOTT MASTER SUBDIVISION #1 AMENDED THE FOLLOWING (2) COURSES: SOUTH 07°23'51" EAST 2.00 FEET; THENCE NORTH 82°36'09" EAST 27.50 FEET TO THE EAST LINE OF LOT T3, SAID KENNECOTT MASTER SUBDIVISION #1; THENCE SOUTH 36°32'54" EAST 348.00 FEET ALONG SAID EAST LINE TO THE NORTH LINE OF KENNECOTT DAYBREAK SOUTH JORDAN PARKWAY RIGHT-OF-WAY DEDICATION PLAT (SPLIT ROCK DRIVE TO 5360 WEST) AMENDING LOTS T3 AND V3 OF THE KENNECOTT MASTER SUBDIVISION #1 AMENDED AND A POINT ON A 823.500 FOOT RADIUS NON TANGENT CURVE TO THE LEFT, (RADIUS BEARS SOUTH 42°22'45" WEST); THENCE ALONG SAID SOUTH JORDAN PARKWAY RIGHT-OF-WAY DEDICATION PLAT THE FOLLOWING (17) COURSES: ALONG THE ARC OF SAID CURVE 609.106 FEET THROUGH A CENTRAL ANGLE OF 42°22'45"; THENCE WEST 283.67 FEET; THENCE SOUTH 47.00 FEET; THENCE EAST 44.50 FEET; THENCE SOUTH 89.94 FEET TO A POINT ON A 265.500 FOOT RADIUS NON TANGENT CURVE TO THE LEFT, (RADIUS BEARS EAST); THENCE ALONG THE ARC OF SAID CURVE 20.072 FEET THROUGH A CENTRAL ANGLE OF 04°19'54"; THENCE EAST 0.50 FEET TO A POINT ON A 265.000 FOOT RADIUS NON TANGENT CURVE TO THE LEFT, (RADIUS BEARS NORTH 85°39'37" EAST); THENCE ALONG THE ARC OF SAID CURVE 148.969 FEET THROUGH A CENTRAL ANGLE OF 32°12'31"; THENCE NORTH 53°27'06" EAST 30.50 FEET TO A POINT ON A 234.500 FOOT RADIUS NON TANGENT CURVE TO THE RIGHT, (RADIUS BEARS NORTH 53°27'06" EAST); THENCE ALONG THE ARC OF SAID CURVE 149.585 FEET THROUGH A CENTRAL ANGLE OF 36°32'54"; THENCE NORTH 89.94 FEET; THENCE EAST 208.17 FEET TO A POINT ON A 776.500 FOOT RADIUS NON TANGENT CURVE TO THE RIGHT, (RADIUS BEARS SOUTH); THENCE ALONG THE ARC OF SAID CURVE 724.401 FEET THROUGH A CENTRAL ANGLE OF 53°27'06"; THENCE SOUTH 36°32'54" EAST 128.46 FEET; THENCE SOUTH 53°27'06" WEST 12.50 FEET; THENCE SOUTH 36°32'54" EAST 134.00 FEET; THENCE NORTH 53°27'06" EAST 1341.00 FEET TO THE NORTHWEST CORNER OF KENNECOTT DAYBREAK PLAT 10E SUBDIVISION AMENDING LOT V3 OF THE KENNECOTT MASTER SUBDIVISION #1 AMENDED; THENCE ALONG SAID PLAT 10E THE FOLLOWING (6) COURSES: SOUTH 36°32'54" EAST 848.83 FEET; THENCE NORTH 53°27'06" EAST 739.35 FEET TO A POINT ON A 536.000 FOOT RADIUS TANGENT CURVE TO THE RIGHT, (RADIUS BEARS SOUTH 36°32'54" EAST); THENCE ALONG THE ARC OF SAID CURVE 196.851 FEET THROUGH A CENTRAL ANGLE OF 21°02'33" TO A POINT OF REVERSE CURVATURE WITH A 385.000 FOOT RADIUS NON TANGENT CURVE TO THE LEFT, (RADIUS BEARS NORTH 88°52'24" WEST); THENCE ALONG THE ARC OF SAID CURVE 110.684 FEET THROUGH A CENTRAL ANGLE OF 16°28'19"; THENCE NORTH 15°20'44" WEST 11.68 FEET TO A POINT ON A 657.000 FOOT RADIUS NON TANGENT CURVE TO THE RIGHT, (RADIUS BEARS SOUTH 14°05'54" EAST); THENCE ALONG THE ARC OF SAID CURVE 42.203 FEET THROUGH A CENTRAL ANGLE OF 03°40'50"; THENCE NORTH 79°34'55" EAST 360.95 FEET ALONG THE EXTENSION OF PLAT 10E AND THE SOUTH LINE OF KENNECOTT DAYBREAK PLAT 10G SUBDIVISION AMENDING LOT V3 OF THE KENNECOTT MASTER SUBDIVISION #1 AMENDED, TO A POINT ON A 4960.000 FOOT RADIUS TANGENT CURVE TO THE RIGHT, (RADIUS BEARS SOUTH 10°25'05" EAST); THENCE ALONG SAID PLAT 10G AND THE ARC OF SAID CURVE 331.287 FEET THROUGH A CENTRAL ANGLE OF 03°49'37" TO THE WEST LINE OF KENNECOTT DAYBREAK VILLAGE 4 WEST PLAT 1 SUBDIVISION AMENDING LOT V2 AND V3 OF THE KENNECOTT MASTER SUBDIVISION #1 AMENDED; THENCE ALONG SAID WEST LINE THE FOLLOWING (2) COURSES: SOUTH 805.22 FEET; THENCE EAST 14.42 FEET TO EAST LINE OF LOT V3 OF SAID KENNECOTT MASTER SUBDIVISION #1; THENCE SOUTH 00°01'49" EAST 573.70 FEET ALONG SAID EAST LINE TO A POINT ON KENNECOTT DAYBREAK VILLAGE 4 WEST PLAT 2 SUBDIVISION AMENDING LOT V2 AND V3 OF THE KENNECOTT MASTER SUBDIVISION #1 AMENDED; THENCE ALONG SAID VILLAGE 4 WEST PLAT 2 SUBDIVISION THE FOLLOWING (2) COURSES: SOUTH 32°28'59" WEST 67.02 FEET; THENCE SOUTH 55°43'05" EAST 43.61 FEET TO SAID EAST LINE OF LOT V3; THENCE SOUTH 00°01'49" EAST 638.35 FEET ALONG SAID EAST LINE TO THE NORTH LINE OF LAKE RUN ROAD AND THE NORTHWEST LINE OF SAID VILLAGE 4 WEST PLAT 1; THENCE ALONG SAID VILLAGE 4 WEST PLAT 1 THE FOLLOWING (2) COURSES: SOUTH 53°27'06" WEST 401.64 FEET; THENCE SOUTH 36°32'54" EAST 197.61 FEET TO THE SOUTHEAST LINE OF SAID LOT V3; THENCE SOUTH

Article 16 - EXHIBIT A
LEGAL DESCRIPTION
(Continued)

53°27'06" WEST 1302.83 FEET TO THE SOUTH MOST CORNER OF SAID LOT V3 AND THE SOUTHEAST CORNER OF SAID LOT T3; THENCE SOUTH 53°27'06" WEST 1823.04 FEET ALONG THE SOUTHEAST LINE OF SAID LOT T3 TO THE EAST LINE OF THE UTA PROPERTY AND A POINT ON A 34936.500 FOOT RADIUS NON TANGENT CURVE TO THE RIGHT, (RADIUS BEARS NORTH 53°22'33" EAST); THENCE ALONG SAID EAST LINE THE FOLLOWING (21) COURSES: ALONG THE ARC OF SAID CURVE 46.227 FEET THROUGH A CENTRAL ANGLE OF 00°04'33"; THENCE NORTH 36°32'54" WEST 2628.73 FEET; THENCE NORTH 32°44'04" WEST 172.88 FEET; THENCE NORTH 36°32'54" WEST 117.98 FEET TO A POINT ON A 1125.000 FOOT RADIUS NON TANGENT CURVE TO THE RIGHT, (RADIUS BEARS NORTH 53°26'48" EAST); THENCE ALONG THE ARC OF SAID CURVE 171.228 FEET THROUGH A CENTRAL ANGLE OF 08°43'14"; THENCE SOUTH 53°27'06" WEST 11.63 FEET TO A POINT ON A 1136.500 FOOT RADIUS NON TANGENT CURVE TO THE RIGHT, (RADIUS BEARS NORTH 62°04'42" EAST); THENCE ALONG THE ARC OF SAID CURVE 553.845 FEET THROUGH A CENTRAL ANGLE OF 27°55'18"; THENCE NORTH 667.63 FEET TO A POINT ON A 304.000 FOOT RADIUS NON TANGENT CURVE TO THE LEFT, (RADIUS BEARS NORTH 09°10'49" WEST); THENCE ALONG THE ARC OF SAID CURVE 857.627 FEET THROUGH A CENTRAL ANGLE OF 161°38'22"; THENCE NORTH 515.80 FEET; THENCE NORTH 03°48'51" EAST 157.85 FEET; THENCE NORTH 57.11 FEET; THENCE NORTH 139.83 FEET TO A POINT ON A 962.500 FOOT RADIUS NON TANGENT CURVE TO THE RIGHT, (RADIUS BEARS NORTH 18°22'00" WEST); THENCE ALONG THE ARC OF SAID CURVE 14.713 FEET THROUGH A CENTRAL ANGLE OF 00°52'33"; THENCE NORTH 03°48'48" WEST 150.37 FEET; THENCE NORTH 326.37 FEET; THENCE NORTH 02°35'23" EAST 448.66 FEET TO A POINT ON A 10078.000 FOOT RADIUS NON TANGENT CURVE TO THE LEFT, (RADIUS BEARS SOUTH 89°18'40" WEST); THENCE ALONG THE ARC OF SAID CURVE 191.368 FEET THROUGH A CENTRAL ANGLE OF 01°05'17" TO A POINT OF COMPOUND CURVATURE WITH A 10078.000 FOOT RADIUS TANGENT CURVE TO THE LEFT, (RADIUS BEARS SOUTH 88°13'23" WEST); THENCE ALONG THE ARC OF SAID CURVE 186.316 FEET THROUGH A CENTRAL ANGLE OF 01°03'33" TO A POINT OF REVERSE CURVATURE WITH A 125.000 FOOT RADIUS TANGENT CURVE TO THE RIGHT, (RADIUS BEARS NORTH 87°09'51" EAST); THENCE ALONG THE ARC OF SAID CURVE 91.876 FEET THROUGH A CENTRAL ANGLE OF 42°06'46" TO A POINT OF REVERSE CURVATURE WITH A 140.000 FOOT RADIUS TANGENT CURVE TO THE LEFT, (RADIUS BEARS NORTH 50°43'24" WEST); THENCE ALONG THE ARC OF SAID CURVE 95.917 FEET THROUGH A CENTRAL ANGLE OF 39°15'17" TO THE POINT OF BEGINNING.

LESS AND EXCEPTING THEREFROM ANY PORTION LYING WITHIN KENNECOTT DAYBREAK VILLAGE 5 MULTI FAMILY# 1 SUBDIVISION AMENDING LOT V3 AND T3 OF THE KENNECOTT MASTER SUBDIVISION #1 AMENDED, ACCORDING TO THE OFFICIAL PLAT RECORDED ON JUNE 15, 2015 AS ENTRY NO. 12070607 IN BOOK 2015P AT PAGE 134, ON FILE AND OF RECORD IN THE SALT LAKE COUNTY RECORDER'S OFFICE.

ALSO LESS AND EXCEPTING THEREFROM ANY PORTION LYING WITHIN THAT PORTION OF THE SOUTH JORDAN PARKWAY AS DEFINED BY THE KENNECOTT DAYBREAK SOUTH JORDAN PARKWAY RIGHT-OF-WAY DEDICATION PLAT (5360 WEST TO MOUNTAIN VIEW CORRIDOR), AMENDING LOT T3 OF THE KENNECOTT MASTER SUBDIVISION #1 AMENDED, ACCORDING TO THE OFFICIAL PLAT RECORDED ON NOVEMBER 6, 2015 AS ENTRY NO. 12166305 IN BOOK 2015P AT PAGE 257, ON FILE AND OF RECORD IN THE SALT LAKE COUNTY RECORDER'S OFFICE.

ALSO LESS AND EXCEPTING THEREFROM ANY PORTION LYING WITHIN KENNECOTT DAYBREAK VILLAGE 5 PLAT 5 SUBDIVISION AMENDING LOT V3 OF THE KENNECOTT MASTER SUBDIVISION #1 AMENDED, ACCORDING TO THE OFFICIAL PLAT RECORDED ON JANUARY 15, 2016 AS ENTRY NO. 12206272 IN BOOK 2016P AT PAGE 8, ON FILE AND OF RECORD IN THE SALT LAKE COUNTY RECORDER'S OFFICE.

Article 17 - EXHIBIT A
LEGAL DESCRIPTION
(Continued)

ALSO LESS AND EXCEPTING THEREFROM ANY PORTION LYING WITHIN KENNECOTT DAYBREAK PLAT 101 SUBDIVISION AMENDING LOTS V2 AND V3 OF THE KENNECOTT MASTER SUBDIVISION #1 AMENDED, ACCORDING TO THE OFFICIAL PLAT RECORDED ON JANUARY 15, 2016 AS ENTRY NO. 12206277 IN BOOK 2016P AT PAGE 9, ON FILE AND OF RECORD IN THE SALT LAKE COUNTY RECORDER'S OFFICE.

ALSO LESS AND EXCEPTING THEREFROM ANY PORTION LYING WITHIN KENNECOTT DAYBREAK PLAT 10H SUBDIVISION AMENDING LOTS V2 AND V3 OF THE KENNECOTT MASTER SUBDIVISION #1 AMENDED, ACCORDING TO THE OFFICIAL PLAT RECORDED ON JANUARY 15, 2016 AS ENTRY NO. 12206281 IN BOOK 2016P AT PAGE 10, ON FILE AND OF RECORD IN THE SALT LAKE COUNTY RECORDER'S OFFICE.

ALSO LESS AND EXCEPTING THEREFROM ANY PORTION LYING WITHIN KENNECOTT DAYBREAK VILLAGE 10 NORTH PLAT 1 SUBDIVISION AMENDING LOTS T3 AND V3 OF THE KENNECOTT MASTER SUBDIVISION #1 AMENDED, ACCORDING TO THE OFFICIAL PLAT RECORDED ON FEBRUARY 19, 2016 AS ENTRY NO. 12225471 IN BOOK 2016P AT PAGE 44, ON FILE AND OF RECORD IN THE SALT LAKE COUNTY RECORDER'S OFFICE.

ALSO LESS AND EXCEPTING THEREFROM ANY PORTION LYING WITHIN KENNECOTT DAYBREAK VILLAGE 5 PLAT 6 SUBDIVISION AMENDING LOT V3 OF THE KENNECOTT MASTER SUBDIVISION #1 AMENDED, ACCORDING TO THE OFFICIAL PLAT RECORDED AUGUST 4, 2016 AS ENTRY NO. 12335746 IN BOOK 2016P AT PAGE 182, ON FILE AND OF RECORD IN THE SALT LAKE COUNTY RECORDER'S OFFICE.

ALSO LESS AND EXCEPTING THEREFROM ANY PORTION LYING WITHIN KENNECOTT DAYBREAK VILLAGE 5 PLAT 7 SUBDIVISION AMENDING LOT V3 OF THE KENNECOTT MASTER SUBDIVISION #1 AMENDED, ACCORDING TO THE OFFICIAL PLAT RECORDED AUGUST 4, 2016 AS ENTRY NO. 12335751 IN BOOK 2016P AT PAGE 183, ON FILE AND OF RECORD IN THE SALT LAKE COUNTY RECORDER'S OFFICE.

ALSO LESS AND EXCEPTING THEREFROM ANY PORTION LYING WITHIN KENNECOTT DAYBREAK VILLAGE 10 NORTH PLAT 2 SUBDIVISION AMENDING LOTS T3 AND V3 OF THE KENNECOTT MASTER SUBDIVISION #1 AMENDED, ACCORDING TO THE OFFICIAL PLAT RECORDED AUGUST 25, 2016 AS ENTRY NO. 12350341 IN BOOK 2016P AT PAGE 206, ON FILE AND OF RECORD IN THE SALT LAKE COUNTY RECORDER'S OFFICE.

ALSO LESS AND EXCEPTING THEREFROM ANY PORTION LYING WITHIN DAYBREAK VILLAGE 5 PLAT 8 SUBDIVISION AMENDING LOTS T3 & V3 OF THE KENNECOTT MASTER SUBDIVISION #1, ACCORDING TO THE OFFICIAL PLAT RECORDED ON FEBRUARY 3, 2017 AS ENTRY NO. 12470439 IN BOOK 2017P AT PAGE 22, ON FILE AND OF RECORD IN THE SALT LAKE COUNTY RECORDER'S OFFICE.

ALSO LESS AND EXCEPTING THEREFROM ANY PORTION LYING WITHIN DAYBREAK LAKE RUN ROAD RIGHT-OF-WAY DEDICATION PLAT (DUCKHORN DRIVE TO LAKE AVENUE) AMENDING LOTS T3 AND T4 OF THE KENNECOTT MASTER SUBDIVISION #1 AMENDED, ACCORDING TO THE OFFICIAL PLAT RECORDED JUNE 23, 2017 AS ENTRY NO. 12561722 IN BOOK 2017P AT PAGE 153, ON FILE AND OF RECORD IN THE SALT LAKE COUNTY RECORDER'S OFFICE.

ALSO LESS AND EXCEPTING THEREFROM ANY PORTION LYING WITHIN DAYBREAK VILLAGE 4 WEST PLAT 3 SUBDIVISION AMENDING LOTS V2 & V3 OF THE KENNECOTT MASTER SUBDIVISION #1 AMENDED, ACCORDING TO THE OFFICIAL PLAT RECORDED AUGUST 16, 2017 AS ENTRY NO. 12597259 IN BOOK 2017P OF PLATS AT PAGE 210, ON FILE AND OF RECORD IN THE SALT LAKE COUNTY RECORDER'S OFFICE.

Article 18 - EXHIBIT A
LEGAL DESCRIPTION
(Continued)

ALSO LESS AND EXCEPTING THEREFROM ANY PORTION LYING WITHIN DAYBREAK VILLAGE 5 PLAT 9 SUBDIVISION AMENDING LOTS T3 & V3 OF THE KENNECOTT MASTER SUBDIVISION #1, ACCORDING TO THE OFFICIAL PLAT RECORDED SEPTEMBER 22, 2017 AS ENTRY NO. 12622085 IN BOOK 2017P AT PAGE 261, ON FILE AND OF RECORD IN THE SALT LAKE COUNTY RECORDER'S OFFICE.

ALSO LESS AND EXCEPTING THEREFROM ANY PORTION LYING WITHIN DAYBREAK LAKE AVENUE EAST AMENDING LOTS T3, T4, V2, V3 & WTC2 OF THE KENNECOTT MASTER SUBDIVISION #1 AMENDED, ACCORDING TO THE OFFICIAL PLAT RECORDED OCTOBER 10, 2017 AS ENTRY NO. 12633403 IN BOOK 2017P AT PAGE 278, ON FILE AND OF RECORD IN THE SALT LAKE COUNTY RECORDER'S OFFICE.

ALSO LESS AND EXCEPTING THEREFROM ANY PORTION LYING WITHIN DAYBREAK VILLAGE 5 PLAT 10 SUBDIVISION AMENDING LOTS T3 AND V3 OF THE KENNECOTT MASTER SUBDIVISION #1 AMENDED, ACCORDING TO THE OFFICIAL PLAT RECORDED JANUARY 5, 2018 AS ENTRY NO. 12693204 IN BOOK 2018P AT PAGE 8, ON FILE AND OF RECORD IN THE SALT LAKE COUNTY RECORDER'S OFFICE.

ALSO LESS AND EXCEPTING THEREFROM ANY PORTION LYING WITHIN DAYBREAK VILLAGE 5 PLAT 11 SUBDIVISION AMENDING LOTS OS2 & T3 OF THE AMENDED LOTS B2, B3, OS2, T4, V4, V7 & WTC2 OF THE KENNECOTT MASTER SUBDIVISION #1 AMENDED, ACCORDING TO THE OFFICIAL PLAT RECORDED MARCH 1, 2018 AS ENTRY NO. 12725751 IN BOOK 2018P AT PAGE 129, ON FILE AND OF RECORD IN THE SALT LAKE COUNTY RECORDER'S OFFICE.

ALSO LESS AND EXCEPTING THEREFROM ANY PORTION LYING WITHIN DAYBREAK VILLAGE 5 PLAT 13 SUBDIVISION AMENDING LOT T3 OF THE KENNECOTT MASTER SUBDIVISION #1 AMENDED, ACCORDING TO THE OFFICIAL PLAT RECORDED AUGUST 24, 2018 AS ENTRY NO. 12836609 IN BOOK 2018P AT PAGE 299, ON FILE AND OF RECORD IN THE SALT LAKE COUNTY RECORDER'S OFFICE.

ALSO LESS AND EXCEPTING THEREFROM ANY PORTION LYING WITHIN DAYBREAK VILLAGE 5 PLAT 12 SUBDIVISION AMENDING LOTS T3 & V3 OF THE KENNECOTT MASTER SUBDIVISION #1 AMENDED, ACCORDING TO THE OFFICIAL PLAT RECORDED AUGUST 24, 2018 AS ENTRY NO. 12836613 IN BOOK 2018P AT PAGE 300, ON FILE AND OF RECORD IN THE SALT LAKE COUNTY RECORDER'S OFFICE.

ALSO LESS AND EXCEPTING THEREFROM ANY PORTION LYING WITHIN DAYBREAK LAKE RUN ROAD RIGHT-OF-WAY DEDICATED PLAT (LAKE AVENUE TO SOUTH JORDAN PARKWAY) AMENDING LOT T3 OF THE KENNECOTT MASTER SUBDIVISION #1 AMENDED, ACCORDING TO THE OFFICIAL PLAT RECORDED DECEMBER 19, 2018 AS ENTRY NO. 12905736 IN BOOK 2018P AT PAGE 415, ON FILE AND OF RECORD IN THE SALT LAKE COUNTY RECORDER'S OFFICE.

ALSO LESS AND EXCEPTING THEREFROM ANY PORTION LYING WITHIN DAYBREAK VILLAGE 5 MULTI FAMILY #3 AMENDING LOTS T3 & V3 OF THE KENNECOTT MASTER SUBDIVISION #1 AMENDED, ACCORDING TO THE OFFICIAL PLAT RECORDED JANUARY 29, 2019 AS ENTRY NO. 12925747 IN BOOK 2019P AT PAGE 41, ON FILE AND OF RECORD IN THE SALT LAKE COUNTY RECORDER'S OFFICE.

ALSO LESS AND EXCEPTING THEREFROM ANY PORTION LYING WITHIN DAYBREAK VILLAGE 5 PLAT 14 SUBDIVISION AMENDING LOTS T3 & V3 OF THE KENNECOTT MASTER SUBDIVISION #1 AMENDED ALSO AMENDING A PORTION OF DAYBREAK VILLAGE 5 PLAT 8 SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT RECORDED JANUARY 29, 2019 AS ENTRY NO. 12925776 IN BOOK 2019P AT PAGE 42, ON FILE AND OF RECORD IN THE SALT LAKE COUNTY RECORDER'S OFFICE.

Article 19 - EXHIBIT A
LEGAL DESCRIPTION
(Continued)

ALSO LESS AND EXCEPTING THEREFROM ANY PORTION LYING WITHIN DAYBREAK VILLAGE 5 MULTI FAMILY #4 AMENDING LOTS T3 & V3 OF THE KENNECOTT MASTER SUBDIVISION #1 AMENDED, ACCORDING TO THE OFFICIAL PLAT RECORDED APRIL 18, 2019 AS ENTRY NO. 12970391 IN BOOK 2019P AT PAGE 130, ON FILE AND OF RECORD IN THE SALT LAKE COUNTY RECORDER'S OFFICE.

ALSO LESS AND EXCEPTING THEREFROM ANY PORTION LYING WITHIN DAYBREAK VILLAGE 5 MULTI FAMILY #5 AMENDING LOT T3 OF THE KENNECOTT MASTER SUBDIVISION #1 AMENDED, ACCORDING TO THE OFFICIAL PLAT RECORDED APRIL 18, 2019 AS ENTRY NO. 12970422 IN BOOK 2019P AT PAGE 131, ON FILE AND OF RECORD IN THE SALT LAKE COUNTY RECORDER'S OFFICE.

ALSO LESS AND EXCEPTING THEREFROM ANY PORTION LYING WITHIN DAYBREAK VILLAGE 5 MULTI FAMILY #6 AMENDING LOT T3 OF THE KENNECOTT MASTER SUBDIVISION# 1 AMENDED, ACCORDING TO THE OFFICIAL PLAT RECORDED JUNE 10, 2019 AS ENTRY NO. 13006091 IN BOOK 2019P AT PAGE 182, ON FILE AND OF RECORD IN THE SALT LAKE COUNTY RECORDER'S OFFICE.

ALSO LESS AND EXCEPTING THEREFROM ANY PORTION LYING WITHIN DAYBREAK VILLAGE 10 NORTH PLAT 3, ACCORDING TO THE OFFICIAL PLAT THEREOF RECORDED APRIL 21, 2021 AS ENTRY NO. 13638563 IN BOOK 2021P AT PAGE 96.

ALSO LESS AND EXCEPTING THEREFROM ANY PORTION LYING WITHIN DAYBREAK NORTH STATION MULTI FAMILY #1, ACCORDING TO THE OFFICIAL PLAT THEREOF RECORDED AUGUST 4, 2021 AS ENTRY NO. 13736049 IN BOOK 2021P AT PAGE 197.

ALSO LESS AND EXCEPTING THEREFROM ANY PORTION LYING WITHIN DAYBREAK SOUTH STATION MULTI FAMILY #6, ACCORDING TO THE OFFICIAL PLAT THEREOF RECORDED AUGUST 30, 2022 AS ENTRY NO. 14008680 IN BOOK 2022P AT PAGE 205.

PARCEL 2: (NOTE FOR INFORMATIONAL PURPOSES ONLY: PARCEL 26-13-100-017)

A PORTION OF LOT T3, OF KENNECOTT MASTER SUBDIVISION #1, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE SALT LAKE COUNTY RECORDER'S OFFICE, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A STRIP OF LAND BEING LOCATED IN THE WEST HALF OF SECTION 13 AND THE EAST HALF OF SECTION 14, TOWNSHIP 3 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 13 (BASIS OF BEARING NORTH 00°02'50" EAST - 2672.400 FEET BETWEEN THE WEST QUARTER CORNER AND THE NORTHWEST CORNER OF SAID SECTION 13) AND RUNNING NORTH 00°02'50" EAST ALONG THE WEST LINE OF SAID SECTION 13 FOR 267.639 FEET; THENCE NORTH 89°57'10" WEST PERPENDICULAR TO SAID SECTION LINE FOR 17.682 FEET TO THE POINT OF BEGINNING; THENCE NORTH 90°00'00" EAST FOR 69.420 FEET; THENCE WITH A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 249.500 FEET, WHOSE CENTER BEARS SOUTH 18°12'48" WEST WITH A CENTRAL ANGLE OF 21°11'42" (CHORD BEARING AND DISTANCE OF SOUTH 61°11'21" EAST - 91.770 FEET) FOR AN ARC LENGTH OF 92.296 FEET; THENCE WITH A CURVE TO THE LEFT HAVING A RADIUS OF 108.000 FEET, WITH A CENTRAL ANGLE OF 07°09'31" (CHORD BEARING AND DISTANCE OF SOUTH 54°10'15" EAST - 13.485 FEET) FOR AN ARC LENGTH OF 13.494 FEET; THENCE WITH A CURVE TO THE RIGHT HAVING A RADIUS OF 92.000 FEET, WITH A CENTRAL ANGLE OF 16°03'52" (CHORD BEARING AND DISTANCE OF SOUTH 49°43'05" EAST - 25.710 FEET) FOR AN ARC LENGTH OF 25.795 FEET; THENCE WITH A CURVE TO THE RIGHT HAVING A RADIUS

Article 20 - EXHIBIT A
LEGAL DESCRIPTION
(Continued)

OF 253.000 FEET, WITH A CENTRAL ANGLE OF 124°05'47" (CHORD BEARING AND DISTANCE OF SOUTH 20°21'44" WEST - 446.971 FEET) FOR AN ARC LENGTH OF 547.970 FEET; THENCE WITH A CURVE TO THE RIGHT HAVING A RADIUS OF 67.500 FEET, WITH A CENTRAL ANGLE OF 21°14'48" (CHORD BEARING AND DISTANCE OF NORTH 86°57'58" WEST - 24.887 FEET) FOR AN ARC LENGTH OF 25.031 FEET; THENCE NORTH 00°00'00" EAST FOR 486.466 FEET TO THE POINT OF BEGINNING.

PARCEL 3: (NOTE FOR INFORMATIONAL PURPOSES ONLY: PARCEL 26-24-126-005)

BEGINNING AT A POINT ON THE EAST LINE OF UTA PROPERTY AND THE NORTHWEST LINE OF LOT T4 OF AMENDED LOTS B2, B3, OS2, T4, V4, V7, & WTC2 KENNECOTT MASTER SUBDIVISION #1, SAID POINT LIES NORTH 89°56'22" EAST 2014.154 FEET ALONG THE SECTION LINE AND SOUTH 1378.491 FEET FROM THE NORTHWEST CORNER OF SECTION 24, TOWNSHIP 3 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE ALONG SAID LOT T4 THE FOLLOWING (2) COURSES: NORTH 53°27'06" EAST 1823.03 FEET; THENCE SOUTH 36°32'54" EAST 507.44 FEET TO THE NORTHWESTERLY LINE OF KENNECOTT DAYBREAK VILLAGE 4A PLAT 3 SUBDIVISION AMENDING LOTS V2 & T4 OF THE KENNECOTT MASTER SUBDIVISION #1 AMENDED; THENCE ALONG SAID VILLAGE 4A PLAT 3 THE FOLLOWING (2) COURSES: SOUTH 53°27'06" WEST 162.17 FEET; THENCE SOUTH 36°32'54" EAST 153.96 FEET TO THE NORTHWESTERLY LINE OF KENNECOTT DAYBREAK VILLAGE 4A PLAT 4 SUBDIVISION AMENDING LOTS V2 & T4 OF THE KENNECOTT MASTER SUBDIVISION #1 AMENDED AND THE NORTHWESTERLY LINE OF BLACK TWIG DRIVE; THENCE SOUTH 53°27'06" WEST 280.00 FEET ALONG SAID NORTHWESTERLY LINES TO THE NORTHWESTERLY CORNER OF SAID VILLAGE 4A PLAT 4; THENCE SOUTH 36°32'54" EAST 649.91 FEET ALONG THE WESTERLY LINE OF SAID VILLAGE 4A PLAT 4 AND THE WESTERLY LINE OF KIWANO WAY TO THE NORTHWESTERLY LINE OF KENNECOTT DAYBREAK VILLAGE 4A PLAT 5 SUBDIVISION AMENDING LOTS V2 & T4 OF THE KENNECOTT MASTER SUBDIVISION #1 AMENDED, AND A POINT ON A 972.000 FOOT RADIUS NON TANGENT CURVE TO THE RIGHT, (RADIUS BEARS NORTH 37°20'15" WEST); THENCE ALONG THE NORTHWESTERLY LINES OF SAID VILLAGE 4A PLAT 5 AND THE NORTHWESTERLY LINE OF RAMBUTAN WAY AND THE SOUTHWESTERLY LINE OF JONAGOLD DRIVE THE FOLLOWING (3) COURSES: ALONG THE ARC OF SAID CURVE 13.384 FEET THROUGH A CENTRAL ANGLE OF 00°47'20"; THENCE SOUTH 53°27'06" WEST 266.62 FEET; THENCE SOUTH 36°32'54" EAST 546.82 FEET TO THE NORTHWESTERLY LINE OF KENNECOTT DAYBREAK APARTMENT VENTURE #1 AMENDING LOTS V2 & T4 OF THE KENNECOTT MASTER SUBDIVISION #1 THE FOLLOWING (10) COURSES: THENCE SOUTH 53°27'06" WEST 239.50 FEET; THENCE NORTH 36°32'54" WEST 9.50 FEET; THENCE SOUTH 53°27'06" WEST 89.00 FEET; THENCE SOUTH 36°32'54" EAST 9.50 FEET; THENCE SOUTH 53°27'06" WEST 22.54 FEET; THENCE SOUTH 36°32'54" EAST 62.00 FEET; THENCE NORTH 53°27'06" EAST 22.54 FEET; THENCE SOUTH 36°32'54" EAST 384.07 FEET; THENCE SOUTH 32°44'06" EAST 75.18 FEET; THENCE SOUTH 36°32'54" EAST 98.92 FEET TO NORTH LINE OF DAYBREAK PARKWAY; THENCE SOUTH 53°27'06" WEST 687.47 FEET ALONG SAID NORTH LINE TO THE EASTERLY LINE OF THE UTA PROPERTY; THENCE ALONG SAID EASTERLY LINE THE FOLLOWING (6) COURSES: NORTH 36°43'14" WEST 65.42 FEET TO A POINT ON A 622.500 FOOT RADIUS TANGENT CURVE TO THE LEFT, (RADIUS BEARS SOUTH 53°16'46" WEST); THENCE ALONG THE ARC OF SAID CURVE 115.455 FEET THROUGH A CENTRAL ANGLE OF 10°37'36"; THENCE NORTH 47°20'50" WEST 300.33 FEET TO A POINT ON A 375.500 FOOT RADIUS TANGENT CURVE TO THE RIGHT, (RADIUS BEARS NORTH 42°39'10" EAST); THENCE ALONG THE ARC OF SAID CURVE 69.644 FEET THROUGH A CENTRAL ANGLE OF 10°37'36"; THENCE NORTH 36°43'14" WEST 1875.12 FEET TO A POINT ON A 34936.500 FOOT RADIUS TANGENT CURVE TO THE RIGHT, (RADIUS BEARS NORTH 53°16'46" EAST); THENCE ALONG THE ARC OF SAID CURVE 58.685 FEET THROUGH A CENTRAL ANGLE OF 00°05'46" TO THE POINT OF BEGINNING.

LESS AND EXCEPTING THEREFROM ANY PORTION LYING WITHIN KENNECOTT DAYBREAK VILLAGE 4A PLAT 7 SUBDIVISION AMENDING LOTS V2 AND T4 OF THE KENNECOTT MASTER SUBDIVISION #1

Article 21 - EXHIBIT A
LEGAL DESCRIPTION
(Continued)

AMENDED AND PARCELS M AND N OF KENNECOTT DAYBREAK VILLAGE 4A MULTI FAMILY #1 SUBDIVISION AND PARCELS W AND X OF KENNECOTT DAYBREAK VILLAGE 4A PLAT 5 SUBDIVISION, RECORDED ON JANUARY 9, 2015 AS ENTRY NO. 11973869 IN BOOK 2015P OF PLATS AT PAGE 6, ON FILE AND OF RECORD IN THE SALT LAKE COUNTY RECORDER'S OFFICE.

ALSO LESS AND EXCEPTING THEREFROM ANY PORTION LYING WITHIN KENNECOTT DAYBREAK VILLAGE 4A PLAT 8 SUBDIVISION AMENDING LOT T4 OF THE KENNECOTT MASTER SUBDIVISION #1 AMENDED, RECORDED ON JULY 23, 2015 AS ENTRY NO. 12097822 IN BOOK 2015P AT PAGE 163, ON FILE AND OF RECORD IN THE SALT LAKE COUNTY RECORDER'S OFFICE.

ALSO LESS AND EXCEPTING THEREFROM ANY PORTION LYING WITHIN GARDEN PARK CONDOMINIUMS, PHASE 6 AMENDING LOT T4 OF AMENDED LOTS B2, B3, OS2, T4, V4, V7 & WTC2 KENNECOTT MASTER SUBDIVISION #1, RECORDED ON SEPTEMBER 28, 2016 AS ENTRY NO. 12375726 IN BOOK 2016P AT PAGE 253, ON FILE AND OF RECORD IN THE SALT LAKE COUNTY RECORDER'S OFFICE.

ALSO LESS AND EXCEPTING THEREFROM ANY PORTION LYING WITHIN DAYBREAK SOUTH STATION PLAT 1 SUBDIVISION AMENDING LOT T4 OF THE KENNECOTT MASTER SUBDIVISION #1, RECORDED APRIL 28, 2017 AS ENTRY NO. 12524384 IN BOOK 2017P OF PLATS AT PAGE 92, ON FILE AND OF RECORD IN THE SALT LAKE COUNTY RECORDER'S OFFICE.

ALSO LESS AND EXCEPTING THEREFROM ANY PORTION LYING WITHIN DAYBREAK LAKE RUN ROAD RIGHT-OF-WAY DEDICATION PLAT (DUCKHORN DRIVE TO LAKE AVENUE) AMENDING LOTS T3 AND T4 OF THE KENNECOTT MASTER SUBDIVISION #1 AMENDED, RECORDED JUNE 23, 2017 AS ENTRY NO. 12561722 IN BOOK 2017P OF PLATS AT PAGE 153, ON FILE AND OF RECORD IN THE SALT LAKE COUNTY RECORDER'S OFFICE.

ALSO LESS AND EXCEPTING THEREFROM ANY PORTION LYING WITHIN DAYBREAK VILLAGE 4A PLAT 9 SUBDIVISION AMENDING LOT T4 OF THE KENNECOTT MASTER SUBDIVISION #1 AMENDED, RECORDED JULY 7, 2017 AS ENTRY NO. 12571384 IN BOOK 2017P OF PLATS AT PAGE 177, ON FILE AND OF RECORD IN THE SALT LAKE COUNTY RECORDER'S OFFICE.

ALSO LESS AND EXCEPTING THEREFROM ANY PORTION LYING WITHIN DAYBREAK LAKE AVENUE EAST AMENDING LOTS T3, T4, V2, V3 & WTC2 OF THE KENNECOTT MASTER SUBDIVISION #1 AMENDED, RECORDED OCTOBER 10, 2017 AS ENTRY NO. 12633403 IN BOOK 2017P OF PLATS AT PAGE 278, ON FILE AND OF RECORD IN THE SALT LAKE COUNTY RECORDER'S OFFICE.

ALSO LESS AND EXCEPTING THEREFROM ANY PORTION LYING WITHIN DAYBREAK BLACK TWIG DRIVE ROAD DEDICATION PLAT AMENDING LOT T4 OF THE KENNECOTT MASTER SUBDIVISION #1 AMENDED, RECORDED AUGUST 17, 2018 AS ENTRY NO. 12831355 IN BOOK 2018P OF PLATS AT PAGE 289, ON FILE AND OF RECORD IN THE SALT LAKE COUNTY RECORDER'S OFFICE.

ALSO LESS AND EXCEPTING THEREFROM ANY PORTION LYING WITHIN DAYBREAK SOUTH STATION PLAT 3 AMENDING LOT T4 OF THE KENNECOTT DAYBREAK MASTER SUBDIVISION #1 AMENDED RECORDED JUNE 3, 2020 AS ENTRY NO. 13288782 IN BOOK 2020P OF PLATS AT PAGE 132, ON FILE AND OF RECORD IN THE SALT LAKE COUNTY RECORDER'S OFFICE.

ALSO LESS AND EXCEPTING THEREFROM ANY PORTION LYING WITHIN DAYBREAK SOUTH STATION MULTI FAMILY #5 AMENDING LOT T4 OF THE KENNECOTT MASTER SUBDIVISION #1 AMENDED

Article 22 - EXHIBIT A
LEGAL DESCRIPTION
(Continued)

RECORDED ON JANUARY 8, 2021 AS ENTRY NO. 13528014 IN BOOK 2021P OF PLATS AT PAGE 10 OF THE OFFICIAL RECORDS OF SALT LAKE COUNTY, UTAH.

PARCEL 4: (NOTE FOR INFORMATIONAL PURPOSES ONLY: PARCEL 26-24-404-004)

LOT C-101, KENNECOTT DAYBREAK SOUTH STATION MULTI FAMILY #1 SUBDIVISION AMENDING LOT T4 OF THE KENNECOTT MASTER SUBDIVISION #1 AMENDED AND PARCELS B AND C OF KENNECOTT DAYBREAK VIEW PARKWAY SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE SALT LAKE COUNTY RECORDER'S OFFICE, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 13, TOWNSHIP 3 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, (BASIS OF BEARING NORTH 00°02'50" EAST 2672.400 FEET BETWEEN THE WEST QUARTER CORNER AND THE NORTHWEST CORNER OF SAID SECTION 13) AND RUNNING EAST FOR 3098.097 FEET AND SOUTH FOR 5581.983 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 36°43'14" EAST FOR 405.478 FEET; THENCE SOUTH 53°16'46" WEST FOR 2.500 FEET; THENCE SOUTH 36°43'14" EAST FOR 25.000 FEET; THENCE NORTH 53°16'46" EAST FOR 2.500 FEET; THENCE SOUTH 36°43'14" EAST FOR 10.918 FEET; THENCE NORTH 53°16'46" EAST FOR 28.000 FEET; THENCE NORTH 36°43'14" WEST FOR 10.918 FEET; THENCE NORTH 53°16'46" EAST FOR 2.500 FEET; THENCE NORTH 36°43'14" WEST FOR 25.000 FEET; THENCE SOUTH 53°16'46" WEST FOR 2.500 FEET; THENCE NORTH 36°43'14" WEST FOR 109.270 FEET; THENCE NORTH 53°16'46" EAST FOR 27.000 FEET; THENCE NORTH 36°43'14" WEST FOR 52.000 FEET; THENCE SOUTH 53°16'46" WEST FOR 27.000 FEET; THENCE NORTH 36°43'14" WEST FOR 244.000 FEET; THENCE WITH A NONTANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 4.000 FEET, WHOSE CENTER BEARS SOUTH 22°14'35" EAST WITH A CENTRAL ANGLE OF 75°31'21" (CHORD BEARING AND DISTANCE OF SOUTH 74°28'54" EAST - 4.899 FEET) FOR AN ARC LENGTH OF 5.272 FEET; THENCE SOUTH 36°43'14" EAST FOR 9.226 FEET; THENCE WITH A CURVE TO THE LEFT HAVING A RADIUS OF 422.000 FEET, WITH A CENTRAL ANGLE OF 10°37'36" (CHORD BEARING AND DISTANCE OF SOUTH 42°02'02" EAST - 78.156 FEET) FOR AN ARC LENGTH OF 78.268 FEET; THENCE SOUTH 47°20'50" EAST FOR 108.873 FEET; THENCE WITH A CURVE TO THE LEFT HAVING A RADIUS OF 100.500 FEET, WITH A CENTRAL ANGLE OF 05°42'38" (CHORD BEARING AND DISTANCE OF SOUTH 50°12'09" EAST - 10.012 FEET) FOR AN ARC LENGTH OF 10.017 FEET; THENCE SOUTH 53°03'28" EAST FOR 30.175 FEET; THENCE WITH A CURVE TO THE RIGHT HAVING A RADIUS OF 100.500 FEET, WITH A CENTRAL ANGLE OF 05°42'38" (CHORD BEARING AND DISTANCE OF SOUTH 50°12'09" EAST - 10.012 FEET) FOR AN ARC LENGTH OF 10.017 FEET; THENCE SOUTH 47°20'50" EAST FOR 141.434 FEET; THENCE WITH A CURVE TO THE RIGHT HAVING A RADIUS OF 580.000 FEET, WITH A CENTRAL ANGLE OF 10°37'36" (CHORD BEARING AND DISTANCE OF SOUTH 42°02'02" EAST - 107.419 FEET) FOR AN ARC LENGTH OF 107.573 FEET; THENCE SOUTH 36°43'14" EAST FOR 65.296 FEET; THENCE SOUTH 53°27'06" WEST FOR 175.001 FEET; THENCE NORTH 36°43'14" WEST FOR 64.771 FEET; THENCE WITH A CURVE TO THE RIGHT HAVING A RADIUS OF 568.000 FEET, WITH A CENTRAL ANGLE OF 10°37'36" (CHORD BEARING AND DISTANCE OF NORTH 31°24'26" WEST - 105.196 FEET) FOR AN ARC LENGTH OF 105.347 FEET; THENCE NORTH 26°05'38" WEST FOR 27.002 FEET; THENCE WITH A CURVE TO THE LEFT HAVING A RADIUS OF 100.500 FEET, WITH A CENTRAL ANGLE OF 05°42'38" (CHORD BEARING AND DISTANCE OF NORTH 28°56'57" WEST - 10.012 FEET) FOR AN ARC LENGTH OF 10.017 FEET; THENCE NORTH 31°48'16" WEST FOR 110.574 FEET; THENCE WITH A CURVE TO THE RIGHT HAVING A RADIUS OF 100.500 FEET, WITH A CENTRAL ANGLE OF 05°42'38" (CHORD BEARING AND DISTANCE OF NORTH 28°56'57" WEST - 10.012 FEET) FOR AN ARC LENGTH OF 10.017 FEET; THENCE NORTH 26°05'38" WEST FOR 143.305 FEET; THENCE WITH A CURVE TO THE LEFT HAVING A RADIUS OF 418.000 FEET, WITH A CENTRAL ANGLE OF 10°37'36" (CHORD BEARING AND DISTANCE OF NORTH 31°24'26" WEST - 77.416 FEET) FOR AN ARC LENGTH OF 77.527 FEET; THENCE NORTH 36°43'14" WEST FOR 9.317 FEET; THENCE WITH A CURVE TO THE RIGHT HAVING A RADIUS OF 4.000 FEET, WITH A

Article 23 - EXHIBIT A
LEGAL DESCRIPTION
(Continued)

CENTRAL ANGLE OF 90°10'20" (CHORD BEARING AND DISTANCE OF NORTH 08°21'56" EAST - 5.665 FEET) FOR AN ARC LENGTH OF 6.295 FEET; THENCE NORTH 53°27'06" EAST FOR 2.988 FEET TO THE POINT OF BEGINNING.

PARCEL 5: (NOTE FOR INFORMATIONAL PURPOSES ONLY: PARCEL 26-24-405-008)

LOT C-103 OF KENNECOTT DAYBREAK UNIVERSITY MEDICAL #1 AMENDED, ACCORDING TO THE OFFICIAL PLAT RECORDED DECEMBER 17, 2009 AS ENTRY NO. 10861027 IN BOOK 2009P OF PLATS AT PAGE 182, ON FILE AND OF RECORD IN THE SALT LAKE COUNTY RECORDER'S OFFICE.

PARCEL 6: (NOTE FOR INFORMATIONAL PURPOSES ONLY: PARCEL 27-18-479-006)

LOT 338, OF KENNECOTT DAYBREAK PLAT 6 SUBDIVISION, AMENDING LOTS OS2 & V1 OF THE KENNECOTT MASTER SUBDIVISION #1, ACCORDING TO THE OFFICIAL PLAT RECORDED AUGUST 4, 2006 AS ENTRY NO. 9802595 IN BOOK 2006P OF PLATS AT PAGE 220, ON FILE AND OF RECORD IN THE SALT LAKE COUNTY RECORDER'S OFFICE.

PARCEL 7: (NOTE FOR INFORMATIONAL PURPOSES ONLY: PARCEL 27-18-177-064)

LOT 606, KENNECOTT DAYBREAK PLAT 7F SUBDIVISION AMENDING LOTS 150-153, 238-244, 268-277, 281-285, 599-600, 603-606 OF KENNECOTT DAYBREAK PLAT 7B SUBDIVISION AND AMENDING LOT 267 OF KENNECOTT DAYBREAK PLAT 7 SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT RECORDED AUGUST 1, 2012 AS ENTRY NO. 11442254 IN BOOK 2012P OF PLATS AT PAGE 112, ON FILE AND OF RECORD IN THE SALT LAKE COUNTY RECORDER'S OFFICE.

PARCEL 8: (NOTE FOR INFORMATIONAL PURPOSES ONLY: PARCEL 26-13-276-032)

LOT 154, KENNECOTT DAYBREAK PLAT 10A SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF RECORDED MARCH 18, 2010 AS ENTRY NO. 10917151 IN BOOK 2010P OF PLATS AT PAGE 52, ON FILE AND OF RECORD IN THE SALT LAKE COUNTY RECORDER'S OFFICE.

PARCEL 9: (NOTE FOR INFORMATIONAL PURPOSES ONLY: PARCEL 27-19-154-035)

LOT C-244, KENNECOTT DAYBREAK VC1 MULTI FAMILY #4A AMENDING LOTS C-105 AND C-112 THROUGH C-125 OF KENNECOTT DAYBREAK VILLAGE CENTER 1A AND LOTS 101-121 OF KENNECOTT DAYBREAK COUPLET LINER PRODUCT #1, ACCORDING TO THE OFFICIAL PLAT RECORDED JUNE 13, 2013 AS ENTRY NO. 11663048 IN BOOK 2013P OF PLATS AT PAGE 113, ON FILE AND OF RECORD IN THE SALT LAKE COUNTY RECORDER'S OFFICE.

PARCEL 10: (NOTE FOR INFORMATIONAL PURPOSES ONLY: PARCELS 27-19-153-012, 27-19-153-011, 27-19-153-032, 27-19-153-022)

LOTS C-210, C-211, C-212 AND C-240, OF KENNECOTT DAYBREAK VILLAGE CENTER 1A AMENDING PARCEL A AND PARCEL B OF THE KENNECOTT PHASE II, ACCORDING TO THE OFFICIAL PLAT RECORDED APRIL 25, 2008 AS ENTRY NO. 10410248 IN BOOK 2008P AT PAGE 100 OF OFFICIAL RECORDS ON FILE AND OF RECORD IN THE SALT LAKE COUNTY RECORDER'S OFFICE.

LESS AND EXCEPTING THEREFROM ANY PORTION LYING WITHIN DAYBREAK VC1 MULTI FAMILY #9A AMENDING LOTS C-201, LOTS C-212 THROUGH C-224 & LOTS C-230 THROUGH C-239 OF THE

Article 24 - EXHIBIT A
LEGAL DESCRIPTION
(Continued)

KENNECOTT DAYBREAK VILLAGE CENTER 1A AMENDING PARCEL A AND PARCEL B OF THE KENNECOTT DAYBREAK PHASE II SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT RECORDED DECEMBER 18, 2018 AS ENTRY NO. 12680799 IN BOOK 2018P AT PAGE 338, ON FILE AND OF RECORD IN SALT LAKE COUNTY RECORDER'S OFFICE.

PARCEL 11: (NOTE FOR INFORMATIONAL PURPOSES ONLY: PARCEL 27-19-154-031)

LOT C-114, KENNECOTT DAYBREAK VILLAGE, CENTER 1A, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE SALT LAKE COUNTY RECORDER'S OFFICE AND AS ADJUSTED BY THAT CERTAIN LOT LINE ADJUSTMENT QUIT CLAIM DEED RECORDED OCTOBER 20, 2011 AS ENTRY NO. 11264182 IN BOOK 9959 AT PAGE 4861 OF OFFICIAL RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH LINE OF DAYBREAK PARKWAY SAID POINT BEING EAST 260.05 FEET AND NORTH 237.55 FEET FROM THE NORTHWEST CORNER OF LOT C-125 KENNECOTT DAYBREAK VILLAGE CENTER 1A AMENDING PARCEL A AND PARCEL B OF KENNECOTT DAYBREAK PHASE II SUBDIVISION SAID POINT ALSO BEING NORTH 3368.21 FEET AND EAST 180.84 FEET FROM THE SOUTHWEST CORNER OF SECTION 19, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING; THENCE NORTH 53°27'06" EAST 21.86 FEET SAID SOUTH LINE OF DAYBREAK PARKWAY; THENCE SOUTHEASTERLY 10.69 FEET ALONG THE ARC OF A 28.00 FOOT RADIUS CURVE TO THE RIGHT (CENTER BEARS SOUTH 31°34'28" WEST AND THE CHORD BEARS SOUTH 47°28'59" EAST 10.63 FEET WITH A CENTRAL ANGLE OF 21°53'05"); THENCE SOUTH 36°32'54" EAST 125.86 FEET; THENCE SOUTHWESTERLY 30.72 FEET ALONG THE ARC OF A 21.50 FOOT RADIUS CURVE TO THE RIGHT (CENTER BEARS SOUTH 53°27'40" WEST AND THE CHORD BEARS SOUTH 04°23'22" WEST 28.17 FEET WITH A CENTRAL ANGLE OF 81°51'25"); THENCE NORTH 36°32'54" WEST 137.61 FEET; THENCE NORTH 56°21'22" WEST 15.99 FEET; THENCE NORTH 36°32'54" WEST 4.92 FEET TO THE POINT OF BEGINNING.

PARCEL 12: (NOTE FOR INFORMATIONAL PURPOSES ONLY: PARCELS 26-13-301-005, 26-13-301-006)

LOTS M-105 AND M-106, OF KENNECOTT DAYBREAK VILLAGE 10 NORTH PLAT 2 SUBDIVISION AMENDING LOTS T3 AND V3 OF THE KENNECOTT MASTER SUBDIVISION #1 AMENDED ACCORDING TO THE OFFICIAL PLAT RECORDED AUGUST 25, 2016 AS ENTRY NO. 12350341 IN BOOK 2016P AT PAGE 206 ON FILE AND OF RECORD IN THE SALT LAKE COUNTY RECORDER'S OFFICE.

PARCEL 13: (NOTE FOR INFORMATIONAL PURPOSES ONLY: PARCELS 26-24-256-003 THROUGH 26-24-256-023)

UNITS 201, 202, 203, 204, 205, 206, 301, 302, 303, 304, 305, 306, 307, 308, 309, 401, 402, 403, 404, 405 AND 406, CONTAINED WITHIN THE GARDEN PARK CONDOMINIUMS, PHASE 6 AMENDING LOT T4 OF AMENDED LOTS B2, B3, OS2, T4, V4, V7 & WTC2 KENNECOTT MASTER SUBDIVISION #1, A CONDOMINIUM PROJECT AS THE SAME IS IDENTIFIED IN THE RECORD OF SURVEY MAP RECORDED ON SEPTEMBER 28, 2016 IN SALT LAKE COUNTY, AS ENTRY NO. 12375726 IN BOOK 2016P AT PAGE 253 (AS SAID RECORD OF SURVEY MAP MAY HAVE HERETOFORE BEEN AMENDED OR SUPPLEMENTED) AND IN THE SUPPLEMENT TO DECLARATION OF CONDOMINIUM FOR GARDEN PARK CONDOMINIUMS, PHASE 1 (ADDING ADDITIONAL LAND - PHASE 6) RECORDED ON SEPTEMBER 28, 2016 IN SALT LAKE COUNTY, AS ENTRY NO. 12375727 IN BOOK 10481 AT PAGE 2661 (AS SAID DECLARATION MAY HAVE HERETOFORE BEEN AMENDED OR SUPPLEMENTED).

Article 25 - EXHIBIT A
LEGAL DESCRIPTION
(Continued)

TOGETHER WITH THE APPURTENANT UNDIVIDED INTEREST IN SAID PROJECT'S COMMON AREAS AS ESTABLISHED IN SAID DECLARATION AND ALLOWING FOR PERIODIC ALTERATION BOTH IN THE MAGNITUDE OF SAID UNDIVIDED INTEREST AND IN THE COMPOSITION OF THE COMMON AREAS AND FACILITIES TO WHICH SAID INTEREST RELATES.

PARCEL 14: (NOTE FOR INFORMATIONAL PURPOSES ONLY: PARCELS 26-24-407-014, 26-24-407-010, 26-24-407-009, 26-24-407-013, 26-24-407-003, 26-24-407-002, 26-24-407-001, 26-24-258-003, 26-24-258-002,

26-24-258-001, 26-24-258-012, 26-24-258-013, 26-24-258-016, 26-24-407-017)

LOT C-101 THROUGH C-114, OF DAYBREAK SOUTH STATION PLAT 1 SUBDIVISION AMENDING LOT T4 OF THE KENNECOTT MASTER SUBDIVISION #1, ACCORDING TO THE OFFICIAL PLAT THEREOF RECORDED ON APRIL 28, 2017 AS ENTRY NO. 12524384 IN BOOK 2017P OF PLATS AT PAGE 92 ON FILE AND OF RECORD IN THE SALT LAKE COUNTY RECORDER'S OFFICE.

LESS AND EXCEPTING THEREFROM ANY PORTION LYING WITHIN DAYBREAK SOUTH STATION MULTI FAMILY #2 SUBDIVISION AMENDING LOTS C-101, C-102, C-103, C-111, C-112, C-113, C-114, M-101 & M-102 OF THE DAYBREAK SOUTH STATION PLAT 1 SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT RECORDED JANUARY 26, 2018 AS ENTRY NO. 12705641 IN BOOK 2018P AT PAGE 42, ON FILE AND OF RECORD IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER, STATE OF UTAH.

ALSO LESS AND EXCEPTING THEREFROM ANY PORTION LYING WITHIN DAYBREAK SOUTH STATION MULTI FAMILY #3 SUBDIVISION AMENDING LOTS C-101, C-104, C-114, M-101 & M-102 OF THE DAYBREAK SOUTH STATION PLAT 1 SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT RECORDED JULY 19, 2018 AS ENTRY NO. 12813248 IN BOOK 2018P AT PAGE 255, ON FILE AND OF RECORD IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER, STATE OF UTAH.

PARCEL 15: (NOTE FOR INFORMATIONAL PURPOSES ONLY: PARCEL 26-24-211-002)

LOT M-101, OF DAYBREAK VILLAGE 4A PLAT 9 SUBDIVISION AMENDING LOT T4 OF THE KENNECOTT MASTER SUBDIVISION #1, ACCORDING TO THE OFFICIAL PLAT THEREOF RECORDED ON JULY 7, 2017 AS ENTRY NO. 12571384 IN BOOK 2017P OF PLATS AT PAGE 177 ON FILE AND OF RECORD IN THE SALT LAKE COUNTY RECORDER'S OFFICE.

PARCEL 16: (NOTE FOR INFORMATIONAL PURPOSES ONLY: PARCEL 26-14-302-002)

LOT Z105, VP DAYBREAK OPERATIONS-INVESTMENTS PLAT 1 AMENDING LOTS B3, T6, V6, V7 & V8 OF THE AMENDED LOTS B2, B3, OS2, T4, V4, V7 & WTC2 KENNECOTT MASTER SUBDIVISION #1 AMENDED, ACCORDING TO THE OFFICIAL PLAT THEREOF RECORDED ON JULY 7, 2017 AS ENTRY NO. 12571291 IN BOOK 2017P OF PLATS AT PAGE 176 ON FILE AND OF RECORD IN THE SALT LAKE COUNTY RECORDER'S OFFICE.

LESS AND EXCEPTING THEREFROM ANY PORTION LYING WITHIN DAYBREAK VILLAGE 8 PLAT 3 AMENDING LOTS Z101, Z102, Z103 & Z105 OF THE VP DAYBREAK OPERATIONS-INVESTMENTS PLAT 1, ALSO AMENDING A PORTION OF DAYBREAK VILLAGE 8 PLAT 2 SUBDIVISION, ALSO AMENDING A PORTION OF KENNECOTT DAYBREAK VILLAGE 7 SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT RECORDED ON OCTOBER 10, 2017 AS ENTRY NO. 12633398 IN BOOK 2017P OF PLATS AT PAGE 277 OF OFFICIAL RECORDS.

ALSO LESS AND EXCEPTING THEREFROM ANY PORTION LYING WITHIN DAYBREAK VILLAGE 8, VILLAGE 9 & VILLAGE 13 SCHOOL SITES SUBDIVISION AMENDING LOT V5 OF THE KENNECOTT MASTER

Article 26 - EXHIBIT A
LEGAL DESCRIPTION
(Continued)

SUBDIVISION #1 AMENDED & LOTS Z101 & Z105 OF VP DAYBREAK OPERATIONS-INVESTMENTS PLAT 1 ACCORDING TO THE OFFICIAL PLAT RECORDED MARCH 8, 2018 AS ENTRY NO. 12729873 IN BOOK 2018P AT PAGE 134, ON FILE AND OF RECORD IN THE SALT LAKE COUNTY RECORDER'S OFFICE.

ALSO LESS AND EXCEPTING THEREFROM ANY PORTION LYING WITHIN DAYBREAK VILLAGE 8 PLAT 5B SUBDIVISION AMENDING LOTS Z101, Z103, & Z105 OF VP DAYBREAK OPERATIONS-INVESTMENTS PLAT 1, ALSO AMENDING A PORTION OF THE DAYBREAK VILLAGE 8 PLAT 3 SUBDIVISION ACCORDING TO THE OFFICIAL PLAT RECORDED ON JANUARY 4, 2019 AS ENTRY NO. 12913946 IN BOOK 2019P OF PLATS AT PAGE 7 OF OFFICIAL RECORDS.

ALSO LESS AND EXCEPTING THEREFROM ANY PORTION LYING WITHIN DAYBREAK WEST VILLAGES ROADWAY DEDICATION PLAT IN LIEU OF CONDEMNATION AMENDING LOTS Z101, Z105, Z106 & Z107 OF THE DAYBREAK OPERATIONS-INVESTMENTS PLAT 1 AND LOTS OS1, TS, V5, WTC1 & WTC2 OF THE KENNECOTT MASTER SUBDIVISION #1 AMENDED, ACCORDING TO THE OFFICIAL PLAT RECORDED AUGUST 28, 2019 AS ENTRY NO. 13061700 IN BOOK 2019P OF PLATS AT PAGE 239, ON FILE AND OF RECORD IN THE SALT LAKE COUNTY RECORDER'S OFFICE.

ALSO LESS AND EXCEPTING THEREFROM ANY PORTION LYING WITHIN DAYBREAK VILLAGE 8 PLAT 5A SUBDIVISION AMENDING LOT Z105 OF THE VP DAYBREAK OPERATIONS-INVESTMENTS PLAT 1 ACCORDING TO THE OFFICIAL PLAT RECORDED ON AUGUST 28, 2019 AS ENTRY NO. 13061735 IN BOOK 2019P OF PLATS AT PAGE 242 OF OFFICIAL RECORDS.

ALSO LESS AND EXCEPTING THEREFROM ANY PORTION LYING WITHIN DAYBREAK VILLAGE 8 PLAT 6 SUBDIVISION AMENDING LOTS Z105 & Z106 OF THE VP DAYBREAK OPERATIONS-INVESTMENTS PLAT 1 ACCORDING TO THE OFFICIAL PLAT RECORDED ON JANUARY 9, 2020 AS ENTRY NO. 13166245 IN BOOK 2020P OF PLATS AT PAGE 6, ON FILE AND OF RECORD IN THE SALT LAKE COUNTY RECORDER'S OFFICE.

ALSO LESS AND EXCEPTING THEREFROM ANY PORTION LYING WITHIN DAYBREAK VILLAGE 8 PLAT 7 SUBDIVISION AMENDING LOT Z105 OF THE KENNECOTT DAYBREAK MASTER SUBDIVISION #1 AMENDED RECORDED AUGUST 3, 2020 AS ENTRY NO. 13349095 IN BOOK 2020P OF PLATS AT PAGE 183, ON FILE AND OF RECORD IN THE SALT LAKE COUNTY RECORDER'S OFFICE.

ALSO LESS AND EXCEPTING THEREFROM ANY PORTION LYING WITHIN DAYBREAK VILLAGE 8 PLAT 9 VACATING & AMENDING LOTS M-103 THROUGH M-110 OF THE DAYBREAK VILLAGE 8 PLAT 8, ALSO VACATING & AMENDING LOT M-101 OF THE DAYBREAK VILLAGE 8 PLAT 5A SUBDIVISION ACCORDING TO THE OFFICIAL PLAT WHICH RECORDED OCTOBER 21, 2020 AS ENTRY NO. 13434437 IN BOOK 2020P AT PAGE 255 ON FILE AND OF RECORD IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER, STATE OF UTAH.

ALSO LESS AND EXCEPTING THEREFROM ANY PORTION LYING WITHIN DAYBREAK VILLAGE 8 PLAT 4D SUBDIVISION AMENDING LOTS Z102 & Z105 OF THE VP DAYBREAK OPERATIONS-INVESTMENTS PLAT 1 ACCORDING TO THE OFFICIAL PLAT RECORDED ON MARCH 13, 2020 AS ENTRY NO. 13216400 IN BOOK 2020P OF PLATS AT PAGE 55, ON FILE AND OF RECORD IN THE SALT LAKE COUNTY RECORDER'S OFFICE.

ALSO LESS AND EXCEPTING THEREFROM ANY PORTION LYING WITHIN DAYBREAK VILLAGE 8 PLAT 8 AMENDING LOTS Z105 & Z106 OF THE VP DAYBREAK OPERATIONS-INVESTMENTS PLAT 1 ALSO AMENDING LOTS M-101 & M-102 OF THE DAYBREAK VILLAGE 8 PLAT 5A SUBDIVISION ACCORDING TO THE OFFICIAL PLAT RECORDED OCTOBER 21, 2020 AS ENTRY NO. 13434413 IN BOOK 2020P AT PAGE 254, ON FILE AND OF RECORD IN THE SALT LAKE COUNTY RECORDER'S OFFICE.

Article 27 - EXHIBIT A
LEGAL DESCRIPTION
(Continued)

PARCEL 17: (NOTE FOR INFORMATIONAL PURPOSES ONLY: PARCELS 27-18-151-014, 27-18-151-013)

LOTS C-102 AND C-103, KENNECOTT DAYBREAK OQUIRRH LAKE PLAT AMENDED AMENDING LOTS O-101, O-102, O-103 OF THE KENNECOTT DAYBREAK OQUIRRH LAKE PLAT, ACCORDING TO THE OFFICIAL PLAT RECORDED APRIL 23, 2019 AS ENTRY NO. 12973209 IN BOOK 2019P AT PAGE 141, ON FILE AND OF RECORD IN THE SALT LAKE COUNTY RECORDER'S OFFICE.

PARCEL 18: (NOTE FOR INFORMATIONAL PURPOSES ONLY: PARCEL 26-14-177-001) BEGINNING

AT A POINT ON THE SOUTHERLY LINE OF LOT OS1 OF THE KENNECOTT MASTER SUBDIVISION AMENDED #1, SAID POINT ALSO BEING ON THE QUARTER SECTION LINE OF SECTION 14, TOWNSHIP 3 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, SAID POINT LIES SOUTH 89°56'03" EAST 7135.169 FEET ALONG THE DAYBREAK BASELINE SOUTH (BEING SOUTH 89°56'03" EAST 21225.293 FEET BETWEEN THE SOUTHWEST CORNER OF SECTION 22, TOWNSHIP 3 SOUTH, RANGE 2 WEST AND THE SOUTHEAST CORNER OF SECTION 19, TOWNSHIP 3 SOUTH, RANGE 1 WEST) AND NORTH 7919.940 FEET FROM THE SOUTHWEST CORNER OF SECTION 22, TOWNSHIP 3 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE ALONG SAID QUARTER SECTION LINE NORTH 89°41'15" WEST 290.320 FEET TO A POINT ON A 737.500 FOOT RADIUS NON TANGENT CURVE TO THE RIGHT, (RADIUS BEARS SOUTH 50°03'32" EAST, CHORD: NORTH 57°33'52" EAST 446.566 FEET); THENCE ALONG THE ARC OF SAID CURVE 453.685 FEET THROUGH A CENTRAL ANGLE OF 35°14'47"; THENCE NORTH 75°11'15" EAST 540.831 FEET TO A POINT ON A 1012.500 FOOT RADIUS TANGENT CURVE TO THE LEFT, (RADIUS BEARS NORTH 14°48'45" WEST, CHORD: NORTH 67°29'41" EAST 271.077 FEET); THENCE ALONG THE ARC OF SAID CURVE 271.893 FEET THROUGH A CENTRAL ANGLE OF 15°23'10"; THENCE NORTH 59°48'06" EAST 102.936 FEET TO A POINT ON A 987.500 FOOT RADIUS TANGENT CURVE TO THE RIGHT, (RADIUS BEARS SOUTH 30°11'54" EAST, CHORD: NORTH 65°10'11" EAST 184.767 FEET); THENCE ALONG THE ARC OF SAID CURVE 185.038 FEET THROUGH A CENTRAL ANGLE OF 10°44'10" TO THE EAST LINE OF SAID LOT OS1; THENCE ALONG SAID LOT OS1 THE FOLLOWING (2) COURSES: 1) SOUTH 00°02'49" WEST 56.650 FEET; 2) SOUTH 63°32'01" WEST 1247.192 FEET TO THE POINT OF BEGINNING.

PARCEL 19: (NOTE FOR INFORMATIONAL PURPOSES ONLY: PARCEL 26-24-179-001)

LOT C-102, OF DAYBREAK SOUTH STATION PLAT 3 AMENDING LOT T4 OF THE KENNECOTT DAYBREAK MASTER SUBDIVISION #1 AMENDED RECORDED JUNE 3, 2020 AS ENTRY NO. 13288782 IN BOOK 2020P OF PLATS AT PAGE 132, ON FILE AND OF RECORD IN THE SALT LAKE COUNTY RECORDER'S OFFICE.

TRACT 2:

PARCEL 20: (NOTE FOR INFORMATIONAL PURPOSES ONLY: PARCEL V - 26-22-436-002 AND 26-22-288-001)

BEGINNING AT A POINT ON A NORTHERLY LINE OF DAYBREAK VILLAGE 8 PLAT 3 SUBDIVISION, SAID POINT ALSO BEING 16.500 FEET PERPENDICULARLY DISTANT WESTERLY FROM THE EAST LINE OF LOT Z101 OF THE VP DAYBREAK OPERATIONS-INVESTMENTS PLAT 1 SUBDIVISION, SAID POINT LIES SOUTH 89°56'03" EAST 4713.691 FEET ALONG THE DAYBREAK BASELINE SOUTH (BEING SOUTH 89°56'03" EAST 21225.293 FEET BETWEEN THE SOUTHWEST CORNER OF SECTION 22, TOWNSHIP 3 SOUTH, RANGE 2 WEST AND THE SOUTHEAST CORNER OF SECTION 19, TOWNSHIP 3 SOUTH, RANGE

Article 28 - EXHIBIT A
LEGAL DESCRIPTION
(Continued)

1 WEST) AND NORTH 1695.602 FEET FROM THE SOUTHWEST CORNER OF SECTION 22, TOWNSHIP 3 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE ALONG SAID NORTHERLY LINE SOUTH 89°37'03" WEST 4.000 FEET TO A POINT ON A 272.061 FOOT RADIUS NON TANGENT CURVE TO THE RIGHT, (RADIUS BEARS NORTH 00°38'43" WEST, CHORD: NORTH 78°01'12" WEST 118.933 FEET); THENCE ALONG THE ARC OF SAID CURVE 119.901 FEET THROUGH A CENTRAL ANGLE OF 25°15'04"; THENCE NORTH 65°23'35" WEST 102.910 FEET TO A POINT ON A 372.000 FOOT RADIUS TANGENT CURVE TO THE RIGHT, (RADIUS BEARS NORTH 24°36'25" EAST, CHORD: NORTH 58°38'10" WEST 87.535 FEET); THENCE ALONG THE ARC OF SAID CURVE 87.738 FEET THROUGH A CENTRAL ANGLE OF 13°30'49"; THENCE NORTH 51°52'46" WEST 334.166 FEET; THENCE NORTH 39°21'17" EAST 2.997 FEET; THENCE NORTH 49°47'09" WEST 220.191 FEET TO A POINT ON A 469.000 FOOT RADIUS TANGENT CURVE TO THE RIGHT, (RADIUS BEARS NORTH 40°12'51" EAST, CHORD: NORTH 48°47'52" WEST 16.172 FEET); THENCE ALONG THE ARC OF SAID CURVE 16.173 FEET THROUGH A CENTRAL ANGLE OF 01°58'33"; THENCE NORTH 47°48'36" WEST 91.171 FEET TO A POINT ON A 231.000 FOOT RADIUS TANGENT CURVE TO THE LEFT, (RADIUS BEARS SOUTH 42°11'24" WEST, CHORD: NORTH 51°46'06" WEST 31.894 FEET); THENCE ALONG THE ARC OF SAID CURVE 31.919 FEET THROUGH A CENTRAL ANGLE OF 07°55'01"; THENCE NORTH 55°43'37" WEST 281.802 FEET; THENCE NORTH 57°01'47" WEST 43.987 FEET; THENCE NORTH 55°43'37" WEST 77.328 FEET; THENCE NORTH 34°16'23" EAST 235.056 FEET; THENCE NORTH 30°00'00" EAST 358.804 FEET TO A POINT ON A 230.000 FOOT RADIUS TANGENT CURVE TO THE LEFT, (RADIUS BEARS NORTH 60°00'00" WEST, CHORD: NORTH 17°15'49" EAST 101.414 FEET); THENCE ALONG THE ARC OF SAID CURVE 102.254 FEET THROUGH A CENTRAL ANGLE OF 25°28'22"; THENCE NORTH 04°31'38" EAST 155.052 FEET; THENCE NORTH 1.186 FEET; THENCE EAST 254.060 FEET; THENCE NORTH 29.500 FEET; THENCE EAST 212.339 FEET; THENCE SOUTH 26.500 FEET; THENCE EAST 337.730 FEET TO A POINT BEING 14.500 FEET PERPENDICULARLY DISTANT WESTERLY FROM SAID EAST LINE; THENCE ALONG SAID PERPENDICULARLY DISTANT LINE SOUTH 971.000 FEET; THENCE WEST 2.000 FEET TO A POINT BEING 16.500 FEET PERPENDICULARLY DISTANT WESTERLY FROM SAID EAST LINE; THENCE ALONG SAID PERPENDICULARLY DISTANT LINE SOUTH 571.212 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPTING THEREFROM ANY PORTION LYING WITHIN DAYBREAK UPPER VILLAGES WATERCOURSE, ACCORDING TO THE OFFICIAL PLAT THEREOF RECORDED MARCH 31, 2022 AS ENTRY NO. 13923553 IN BOOK 2022P AT PAGE 96.

PARCEL 21: (NOTE FOR INFORMATIONAL PURPOSES ONLY: PARCEL Y - 26-22-279-003, 26-22-237-001, 26-22-238-001, 26-22-279-004, 26-22-279-005)

BEGINNING AT A POINT ON THE EAST LINE OF LOT Z101 OF THE VP DAYBREAK OPERATIONS-INVESTMENTS PLAT 1 SUBDIVISION, SAID POINT ALSO BEING A POINT ON A 1518.500 FOOT RADIUS NON TANGENT CURVE TO THE LEFT, (RADIUS BEARS SOUTH 84°36'58" EAST, CHORD: SOUTH 02°41'31" WEST 142.636 FEET), SAID POINT LIES SOUTH 89°56'03" EAST 4736.890 FEET ALONG THE DAYBREAK BASELINE SOUTH (BEING SOUTH 89°56'03" EAST 21225.293 FEET BETWEEN THE SOUTHWEST CORNER OF SECTION 22, TOWNSHIP 3 SOUTH, RANGE 2 WEST AND THE SOUTHEAST CORNER OF SECTION 19, TOWNSHIP 3 SOUTH, RANGE 1 WEST) AND NORTH 4366.572 FEET FROM THE SOUTHWEST CORNER OF SECTION 22, TOWNSHIP 3 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE ALONG SAID LOT Z101 THE FOLLOWING (2) COURSES: 1) ALONG THE ARC OF SAID CURVE 142.689 FEET THROUGH A CENTRAL ANGLE OF 05°23'02"; 2) SOUTH 383.562 FEET; THENCE SOUTH 87°16'17" WEST 11.513 FEET TO A POINT BEING 11.500 FEET PERPENDICULARLY DISTANT WESTERLY FROM SAID EAST LINE; THENCE ALONG SAID PERPENDICULARLY DISTANT LINE SOUTH 281.278 FEET; THENCE SOUTH 07°07'30" WEST 80.623 FEET TO A POINT BEING 21.500 FEET PERPENDICULARLY DISTANT WESTERLY FROM SAID EAST LINE; THENCE ALONG SAID PERPENDICULARLY DISTANT LINE SOUTH 109.865 FEET; THENCE WEST 330.730 FEET; THENCE SOUTH

Article 29 - EXHIBIT A
LEGAL DESCRIPTION
(Continued)

26.500 FEET; THENCE WEST 212.339 FEET; THENCE NORTH 30.500 FEET; THENCE WEST 257.060 FEET; THENCE NORTH 153.028 FEET TO A POINT ON A 273.000 FOOT RADIUS NON TANGENT CURVE TO THE RIGHT, (RADIUS BEARS EAST, CHORD: NORTH 12°07'30" EAST 114.684 FEET); THENCE ALONG THE ARC OF SAID CURVE 115.545 FEET THROUGH A CENTRAL ANGLE OF 24°15'00"; THENCE NORTH 24°15'00" EAST 223.246 FEET TO A POINT ON A 723.000 FOOT RADIUS TANGENT CURVE TO THE RIGHT, (RADIUS BEARS SOUTH 65°45'00" EAST, CHORD: NORTH 28°30'30" EAST 107.371 FEET); THENCE ALONG THE ARC OF SAID CURVE 107.470 FEET THROUGH A CENTRAL ANGLE OF 08°31'00" TO A POINT OF COMPOUND CURVATURE WITH A 273.000 FOOT RADIUS TANGENT CURVE TO THE RIGHT, (RADIUS BEARS SOUTH 57°14'00" EAST, CHORD: NORTH 34°52'19" EAST 20.057 FEET); THENCE ALONG THE ARC OF SAID CURVE 20.062 FEET THROUGH A CENTRAL ANGLE OF 04°12'38"; THENCE NORTH 36°58'37" EAST 66.078 FEET TO A POINT ON A 273.000 FOOT RADIUS TANGENT CURVE TO THE RIGHT, (RADIUS BEARS SOUTH 53°01'23" EAST, CHORD: NORTH 39°04'56" EAST 20.057 FEET); THENCE ALONG THE ARC OF SAID CURVE 20.062 FEET THROUGH A CENTRAL ANGLE OF 04°12'38" TO A POINT OF COMPOUND CURVATURE WITH A 723.000 FOOT RADIUS TANGENT CURVE TO THE RIGHT, (RADIUS BEARS SOUTH 48°48'45" EAST, CHORD: NORTH 42°04'51" EAST 22.544 FEET); THENCE ALONG THE ARC OF SAID CURVE 22.545 FEET THROUGH A CENTRAL ANGLE OF 01°47'12"; THENCE NORTH 42°58'27" EAST 345.423 FEET TO A POINT ON A 327.000 FOOT RADIUS TANGENT CURVE TO THE LEFT, (RADIUS BEARS NORTH 47°01'33" WEST, CHORD: NORTH 33°55'15" EAST 102.910 FEET); THENCE ALONG THE ARC OF SAID CURVE 103.339 FEET THROUGH A CENTRAL ANGLE OF 18°06'24"; THENCE NORTH 24°52'02" EAST 78.425 FEET; THENCE SOUTH 65°07'58" EAST 106.518 FEET TO A POINT ON A 225.000 FOOT RADIUS TANGENT CURVE TO THE LEFT, (RADIUS BEARS NORTH 24°52'02" EAST, CHORD: SOUTH 72°41'36" EAST 59.210 FEET); THENCE ALONG THE ARC OF SAID CURVE 59.382 FEET THROUGH A CENTRAL ANGLE OF 15°07'18"; THENCE SOUTH 80°15'15" EAST 104.806 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPTING THEREFROM ANY PORTION LYING WITHIN DAYBREAK UPPER VILLAGES WATERCOURSE, ACCORDING TO THE OFFICIAL PLAT THEREOF RECORDED MARCH 31, 2022 AS ENTRY NO. 13923553 IN BOOK 2022P AT PAGE 96.

PARCEL 22: (NOTE FOR INFORMATIONAL PURPOSES ONLY: PARCEL BB - 26-15-476-001) BEGINNING

AT THE NORTHERNMOST CORNER OF LOT Z101 OF THE VP DAYBREAK OPERATIONS-INVESTMENTS PLAT 1 SUBDIVISION, SAID POINT ALSO BEING A POINT ON A 1981.500 FOOT RADIUS NON TANGENT CURVE TO THE RIGHT, (RADIUS BEARS NORTH 78°36'08" WEST, CHORD: SOUTH 15°37'17" WEST 291.873 FEET), SAID POINT LIES SOUTH 89°56'03" EAST 5107.760 FEET ALONG THE DAYBREAK BASELINE SOUTH (BEING SOUTH 89°56'03" EAST 21225.293 FEET BETWEEN THE SOUTHWEST CORNER OF SECTION 22, TOWNSHIP 3 SOUTH, RANGE 2 WEST AND THE SOUTHEAST CORNER OF SECTION 19, TOWNSHIP 3 SOUTH, RANGE 1 WEST) AND NORTH 5513.709 FEET FROM THE SOUTHWEST CORNER OF SECTION 22, TOWNSHIP 3 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE ALONG SAID LOT Z101 AND THE ARC OF SAID CURVE 292.137 FEET THROUGH A CENTRAL ANGLE OF 08°26'50"; THENCE SOUTH 23°54'58" WEST 59.908 FEET; THENCE NORTH 65°07'58" WEST 174.046 FEET TO A POINT ON A 218.500 FOOT RADIUS TANGENT CURVE TO THE LEFT, (RADIUS BEARS SOUTH 24°52'02" WEST, CHORD: NORTH 73°58'34" WEST 67.183 FEET); THENCE ALONG THE ARC OF SAID CURVE 67.451 FEET THROUGH A CENTRAL ANGLE OF 17°41'14" TO THE NORTHERLY LINE OF SAID LOT Z101; THENCE ALONG SAID NORTHERLY LINE NORTH 53°07'08" EAST 406.764 FEET TO THE POINT OF BEGINNING.

PARCEL 23: (NOTE FOR INFORMATIONAL PURPOSES ONLY: PARCEL Z - 26-22-227-003, 26-22-227-004, 26-22-227-005)

Article 30 - EXHIBIT A
LEGAL DESCRIPTION
(Continued)

BEGINNING AT A POINT ON THE EAST LINE OF LOT Z101 OF THE VP DAYBREAK OPERATIONS-INVESTMENTS PLAT 1 SUBDIVISION, SAID POINT LIES SOUTH 89°56'03" EAST 4932.700 FEET ALONG THE DAYBREAK BASELINE SOUTH (BEING SOUTH 89°56'03" EAST 21225.293 FEET BETWEEN THE SOUTHWEST CORNER OF SECTION 22, TOWNSHIP 3 SOUTH, RANGE 2 WEST AND THE SOUTHEAST CORNER OF SECTION 19, TOWNSHIP 3 SOUTH, RANGE 1 WEST) AND NORTH 5002.564 FEET FROM THE SOUTHWEST CORNER OF SECTION 22, TOWNSHIP 3 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE ALONG SAID LOT Z101 THE FOLLOWING (2) COURSES: 1) SOUTH 23°54'58" WEST 177.923 FEET TO A POINT ON A 1518.500 FOOT RADIUS TANGENT CURVE TO THE LEFT, (RADIUS BEARS SOUTH 66°05'02" EAST, CHORD: SOUTH 15°35'42" WEST 439.517 FEET); 2) ALONG THE ARC OF SAID CURVE 441.066 FEET THROUGH A CENTRAL ANGLE OF 16°38'32"; THENCE NORTH 80°15'15" WEST 101.821 FEET TO A POINT ON A 175.000 FOOT RADIUS TANGENT CURVE TO THE RIGHT, (RADIUS BEARS NORTH 09°44'45" EAST, CHORD: NORTH 72°41'36" WEST 46.052 FEET); THENCE ALONG THE ARC OF SAID CURVE 46.186 FEET THROUGH A CENTRAL ANGLE OF 15°07'18"; THENCE NORTH 65°07'58" WEST 106.518 FEET; THENCE NORTH 24°52'02" EAST 79.168 FEET TO A POINT ON A 327.000 FOOT RADIUS TANGENT CURVE TO THE LEFT, (RADIUS BEARS NORTH 65°07'58" WEST, CHORD: NORTH 17°40'07" EAST 81.955 FEET); THENCE ALONG THE ARC OF SAID CURVE 82.171 FEET THROUGH A CENTRAL ANGLE OF 14°23'52"; THENCE NORTH 10°28'11" EAST 411.839 FEET TO A POINT ON A 227.000 FOOT RADIUS TANGENT CURVE TO THE LEFT, (RADIUS BEARS NORTH 79°31'49" WEST, CHORD: NORTH 05°14'05" EAST 41.422 FEET); THENCE ALONG THE ARC OF SAID CURVE 41.480 FEET THROUGH A CENTRAL ANGLE OF 10°28'11"; THENCE NORTH 72.763 FEET TO A POINT ON THE NORTHERLY LINE OF SAID LOT Z101; THENCE ALONG SAID NORTHERLY LINE NORTH 53°07'08" EAST 102.271 FEET; THENCE EAST 35.047 FEET TO A POINT ON A 170.000 FOOT RADIUS NON TANGENT CURVE TO THE RIGHT, (RADIUS BEARS SOUTH, CHORD: SOUTH 77°33'59" EAST 73.205 FEET); THENCE ALONG THE ARC OF SAID CURVE 73.783 FEET THROUGH A CENTRAL ANGLE OF 24°52'02"; THENCE SOUTH 65°07'58" EAST 174.851 FEET; THENCE SOUTH 23°54'58" WEST 100.809 FEET; THENCE SOUTH 16°47'28" WEST 40.311 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPTING THEREFROM ANY PORTION LYING WITHIN DAYBREAK UPPER VILLAGES WATERCOURSE, ACCORDING TO THE OFFICIAL PLAT THEREOF RECORDED MARCH 31, 2022 AS ENTRY NO. 13923553 IN BOOK 2022P AT PAGE 96.

PARCEL 24: (NOTE FOR INFORMATIONAL PURPOSES ONLY: PARCEL AA - 26-22-227-001)

BEGINNING AT A POINT ON THE NORTHERLY LINE OF LOT Z101 OF THE VP DAYBREAK OPERATIONS-INVESTMENTS PLAT 1 SUBDIVISION, SAID POINT LIES SOUTH 89°56'03" EAST 4720.038 FEET ALONG THE DAYBREAK BASELINE SOUTH (BEING SOUTH 89°56'03" EAST 21225.293 FEET BETWEEN THE SOUTHWEST CORNER OF SECTION 22, TOWNSHIP 3 SOUTH, RANGE 2 WEST AND THE SOUTHEAST CORNER OF SECTION 19, TOWNSHIP 3 SOUTH, RANGE 1 WEST) AND NORTH 5222.356 FEET FROM THE SOUTHWEST CORNER OF SECTION 22, TOWNSHIP 3 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE ALONG SAID NORTHERLY LINE SOUTH 53°07'08" WEST 102.271 FEET; THENCE NORTH 61.379 FEET; THENCE EAST 81.805 FEET TO THE POINT OF BEGINNING.

PARCEL 25: (NOTE FOR INFORMATIONAL PURPOSES ONLY: PARCEL 27-18-151-022)

LOT C-101, OF DAYBREAK NORTH SHORE VILLAGE CENTER AMENDING LOT A-1 OF THE KENNECOTT DAYBREAK OQUIRRH LAKE PLAT, LOT C-101 OF THE KENNECOTT DAYBREAK OQUIRRH LAKE PLAT AMENDED AND INCLUDING A VACATED PORTION OF SOUTH JORDAN PARKWAY RECORDED JUNE 26, 2020 AS ENTRY NO. 13310847 IN BOOK 2020P OF PLATS AT PAGE 158, ON FILE AND OF RECORD IN THE SALT LAKE COUNTY RECORDER'S OFFICE.

Article 31 - EXHIBIT A
LEGAL DESCRIPTION
(Continued)

TRACT 3:

PARCEL 26: (NOTE FOR INFORMATIONAL PURPOSES ONLY: PARCEL MM - 26-22-376-001)

BEGINNING AT A POINT BEING 13.000 FEET PERPENDICULARLY DISTANT NORTHERLY FROM THE SOUTH LINE OF LOT Z101 OF THE VP DAYBREAK OPERATIONS-INVESTMENTS PLAT 1 SUBDIVISION, SAID POINT LIES SOUTH 89°56'03" EAST 1771.386 FEET ALONG THE DAYBREAK BASELINE SOUTH (BEING SOUTH 89°56'03" EAST 21225.293 FEET BETWEEN THE SOUTHWEST CORNER OF SECTION 22, TOWNSHIP 3 SOUTH, RANGE 2 WEST AND THE SOUTHEAST CORNER OF SECTION 19, TOWNSHIP 3 SOUTH, RANGE 1 WEST) AND NORTH 49.743 FEET FROM THE SOUTHWEST CORNER OF SECTION 22, TOWNSHIP 3 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE ALONG SAID PERPENDICULARLY DISTANT LINE NORTH 89°49'44" WEST 449.408 FEET TO A POINT ON THE WESTERLY LINE OF SAID LOT Z101; THENCE ALONG SAID LOT Z101 NORTH 00°02'03" EAST 1203.029 FEET; THENCE EAST 477.732 FEET; THENCE SOUTH 03°41'21" WEST 71.385 FEET; THENCE SOUTH 01°11'50" WEST 79.873 FEET; THENCE SOUTH 08°19'20" WEST 79.300 FEET TO A POINT ON A 218.500 FOOT RADIUS TANGENT CURVE TO THE LEFT, (RADIUS BEARS SOUTH 81°40'40" EAST, CHORD: SOUTH 04°09'40" WEST 31.710 FEET); THENCE ALONG THE ARC OF SAID CURVE 31.738 FEET THROUGH A CENTRAL ANGLE OF 08°19'20"; THENCE SOUTH 741.684 FEET; THENCE SOUTH 20°19'38" WEST 25.908 FEET; THENCE SOUTH 177.208 FEET TO THE POINT OF BEGINNING.

PARCEL 27: (NOTE FOR INFORMATIONAL PURPOSES ONLY: PARCEL PP - 26-22-327-002)

BEGINNING AT A POINT ON THE WESTERLY LINE OF THE VP DAYBREAK OPERATIONS-INVESTMENTS PLAT 1 SUBDIVISION, SAID POINT LIES SOUTH 89°56'03" EAST 1322.707 FEET ALONG THE DAYBREAK BASELINE SOUTH (BEING SOUTH 89°56'03" EAST 21225.293 FEET BETWEEN THE SOUTHWEST CORNER OF SECTION 22, TOWNSHIP 3 SOUTH, RANGE 2 WEST AND THE SOUTHEAST CORNER OF SECTION 19, TOWNSHIP 3 SOUTH, RANGE 1 WEST) AND NORTH 1273.599 FEET FROM THE SOUTHWEST CORNER OF SECTION 22, TOWNSHIP 3 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE ALONG SAID VP DAYBREAK OPERATIONS-INVESTMENTS PLAT 1 THE FOLLOWING (2) COURSES: 1) NORTH 00°02'03" EAST 1177.007 FEET; 2) NORTH 53°07'08" EAST 237.419 FEET; THENCE SOUTH 52°43'34" EAST 316.319 FEET TO A POINT ON A 1030.000 FOOT RADIUS NON TANGENT CURVE TO THE LEFT, (RADIUS BEARS SOUTH 82°36'07" EAST, CHORD: SOUTH 01°19'25" WEST 217.984 FEET); THENCE ALONG THE ARC OF SAID CURVE 218.393 FEET THROUGH A CENTRAL ANGLE OF 12°08'55"; THENCE EAST 11.540 FEET TO A POINT ON A 1018.500 FOOT RADIUS NON TANGENT CURVE TO THE LEFT, (RADIUS BEARS NORTH 85°11'45" EAST, CHORD: SOUTH 07°20'58" EAST 90.461 FEET); THENCE ALONG THE ARC OF SAID CURVE 90.490 FEET THROUGH A CENTRAL ANGLE OF 05°05'26"; THENCE SOUTH 09°53'41" EAST 113.062 FEET TO A POINT ON A 281.500 FOOT RADIUS TANGENT CURVE TO THE RIGHT, (RADIUS BEARS SOUTH 80°06'19" WEST, CHORD: SOUTH 05°25'28" EAST 43.882 FEET); THENCE ALONG THE ARC OF SAID CURVE 43.926 FEET THROUGH A CENTRAL ANGLE OF 08°56'26"; THENCE SOUTH 00°57'15" EAST 510.149 FEET; THENCE SOUTH 06°09'31" WEST 80.010 FEET; THENCE SOUTH 03°41'21" WEST 75.745 FEET; THENCE WEST 479.010 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPTING THEREFROM ANY PORTION LYING WITHIN DAYBREAK VILLAGE 11A PLAT 4 SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF RECORDED JUNE 2, 2021 AS ENTRY NO. 13679592 IN BOOK 2021P AT PAGE 145.

PARCEL 28: (NOTE FOR INFORMATIONAL PURPOSES ONLY: PARCEL GGG - 26-22-151-002)

Article 32 - EXHIBIT A
LEGAL DESCRIPTION
(Continued)

BEGINNING AT A POINT ON THE WEST LINE OF LOT V5 OF THE KENNECOTT MASTER SUBDIVISION AMENDED #1, SAID POINT LIES SOUTH 89°56'03" EAST 3.619 FEET ALONG THE DAYBREAK BASELINE SOUTH (BEING SOUTH 89°56'03" EAST 21225.293 FEET BETWEEN THE SOUTHWEST CORNER OF SECTION 22, TOWNSHIP 3 SOUTH, RANGE 2 WEST AND THE SOUTHEAST CORNER OF SECTION 19, TOWNSHIP 3 SOUTH, RANGE 1 WEST) AND NORTH 2910.976 FEET FROM THE SOUTHWEST CORNER OF SECTION 22, TOWNSHIP 3 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE ALONG SAID LOT V5 NORTH 00°03'55" EAST 674.695 FEET; THENCE EAST 186.961 FEET; THENCE NORTH 5.000 FEET; THENCE EAST 212.892 FEET TO A POINT ON A 218.500 FOOT RADIUS TANGENT CURVE TO THE LEFT, (RADIUS BEARS NORTH, CHORD: NORTH 75°38'57" EAST 108.314 FEET); THENCE ALONG THE ARC OF SAID CURVE 109.455 FEET THROUGH A CENTRAL ANGLE OF 28°42'06" TO A POINT OF REVERSE CURVATURE WITH A 181.500 FOOT RADIUS TANGENT CURVE TO THE RIGHT, (RADIUS BEARS SOUTH 28°42'06" EAST, CHORD: NORTH 77°41'44" EAST 102.474 FEET); THENCE ALONG THE ARC OF SAID CURVE 103.886 FEET THROUGH A CENTRAL ANGLE OF 32°47'41"; THENCE SOUTH 85°54'25" EAST 414.411 FEET TO A POINT ON A 218.500 FOOT RADIUS TANGENT CURVE TO THE LEFT, (RADIUS BEARS NORTH 04°05'35" EAST, CHORD: SOUTH 87°44'32" EAST 13.996 FEET); THENCE ALONG THE ARC OF SAID CURVE 13.998 FEET THROUGH A CENTRAL ANGLE OF 03°40'14"; THENCE SOUTH 89°34'40" EAST 270.515 FEET TO A POINT ON A 218.500 FOOT RADIUS TANGENT CURVE TO THE LEFT, (RADIUS BEARS NORTH 00°25'20" EAST, CHORD: NORTH 89°10'41" EAST 9.490 FEET); THENCE ALONG THE ARC OF SAID CURVE 9.491 FEET THROUGH A CENTRAL ANGLE OF 02°29'19"; THENCE NORTH 87°56'01" EAST 195.178 FEET TO A POINT ON A 181.500 FOOT RADIUS TANGENT CURVE TO THE RIGHT, (RADIUS BEARS SOUTH 02°03'59" EAST, CHORD: SOUTH 76°02'00" EAST 100.259 FEET); THENCE ALONG THE ARC OF SAID CURVE 101.579 FEET THROUGH A CENTRAL ANGLE OF 32°03'59"; THENCE SOUTH 60°00'00" EAST 69.135 FEET; THENCE SOUTH 30°00'00" WEST 11.500 FEET; THENCE SOUTH 60°00'00" EAST 582.000 FEET; THENCE SOUTH 30°00'00" WEST 351.508 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF SAID LOT V5; THENCE ALONG SAID SOUTHEASTERLY LINE SOUTH 53°07'08" WEST 541.525 FEET; THENCE NORTH 52°43'34" WEST 537.767 FEET; THENCE NORTH 89°46'08" WEST 189.678 FEET; THENCE NORTH 88°29'34" WEST 316.867 FEET; THENCE SOUTH 84°51'00" WEST 525.439 FEET TO A POINT ON A 473.000 FOOT RADIUS TANGENT CURVE TO THE RIGHT, (RADIUS BEARS NORTH 05°09'00" WEST, CHORD: SOUTH 87°25'30" WEST 42.501 FEET); THENCE ALONG THE ARC OF SAID CURVE 42.516 FEET THROUGH A CENTRAL ANGLE OF 05°09'00"; THENCE WEST 54.456 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPTING THEREFROM ANY PORTION LYING WITHIN DAYBREAK VILLAGE 12A PLAT 1, ACCORDING TO THE OFFICIAL PLAT THEREOF RECORDED SEPTEMBER 7, 2021 AS ENTRY NO. 13765628 IN BOOK 2021P AT PAGE 223.

PARCEL 29: (NOTE FOR INFORMATIONAL PURPOSES ONLY: PARCEL QQ - 26-22-178-002)

BEGINNING AT A POINT ON THE NORTHERLY LINE OF LOT Z101 OF THE VP DAYBREAK OPERATIONS-INVESTMENTS PLAT 1 SUBDIVISION, SAID POINT LIES SOUTH 89°56'03" EAST 1558.214 FEET ALONG THE DAYBREAK BASELINE SOUTH (BEING SOUTH 89°56'03" EAST 21225.293 FEET BETWEEN THE SOUTHWEST CORNER OF SECTION 22, TOWNSHIP 3 SOUTH, RANGE 2 WEST AND THE SOUTHEAST CORNER OF SECTION 19, TOWNSHIP 3 SOUTH, RANGE 1 WEST) AND NORTH 2627.052 FEET FROM THE SOUTHWEST CORNER OF SECTION 22, TOWNSHIP 3 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE ALONG SAID LOT Z101 NORTH 53°07'08" EAST 541.525 FEET; THENCE SOUTH 30°00'00" WEST 193.853 FEET TO A POINT ON A 1030.000 FOOT RADIUS TANGENT CURVE TO THE LEFT, (RADIUS BEARS SOUTH 60°00'00" EAST, CHORD: SOUTH 20°24'11" WEST 343.437 FEET); THENCE ALONG THE ARC OF SAID CURVE 345.048 FEET THROUGH A CENTRAL ANGLE OF 19°11'38"; THENCE NORTH 52°43'34" WEST 272.072 FEET TO THE POINT OF BEGINNING.

Article 33 - EXHIBIT A
LEGAL DESCRIPTION
(Continued)

LESS AND EXCEPTING THEREFROM ANY PORTION LYING WITHIN DAYBREAK VILLAGE 12A PLAT 1, ACCORDING TO THE OFFICIAL PLAT THEREOF RECORDED SEPTEMBER 7, 2021 AS ENTRY NO. 13765628 IN BOOK 2021P AT PAGE 223.

PARCEL 30: (NOTE FOR INFORMATIONAL PURPOSES ONLY: PARCEL 26-24-457-023)

BEGINNING SOUTH 89°58'42" EAST 589.82 FEET AND NORTH 00°01'18" EAST 40 FEET AND SOUTH 89°58'42" EAST 72.06 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 24, TOWNSHIP 3 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE NORTH 45°29'02" WEST 191.68 FEET; THENCE NORTHWESTERLY 17.27 FEET ALONG A 500 FOOT RADIUS CURVE TO THE RIGHT (CHORD BEARING AND DISTANCE OF NORTH 44°29'40" WEST 17.27 FEET); THENCE NORTHEASTERLY 77.44 FEET ALONG A 213 FOOT RADIUS CURVE TO THE LEFT (CHORD BEARING AND DISTANCE OF NORTH 39°04'40" EAST 77.02 FEET); THENCE SOUTH 60°35'51" EAST 161.44 FEET; THENCE NORTH 29°24'09" EAST 20 FEET; THENCE SOUTH 60°35'51" EAST 28.22 FEET; THENCE SOUTH 29°31'41" EAST 38.36 FEET; THENCE SOUTH 48.94 FEET; THENCE EAST 151.04 FEET; THENCE SOUTH 35.03 FEET; THENCE SOUTHWESTERLY ALONG A 14.5 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 22.78 FEET; THENCE NORTH 89°58'42" WEST 229.52 FEET, MORE OR LESS, TO THE POINT OF BEGINNING. (BEING A PORTION OF LOT V4A, KENNECOTT MASTER SUBDIVISION #1 AMENDED)

TRACT 4:

PARCEL 31: (NOTE FOR INFORMATIONAL PURPOSES ONLY: PARCEL HHH- 26-22-152-001)

BEGINNING AT THE SOUTHERNMOST CORNER OF LOT V5 OF THE KENNECOTT MASTER SUBDIVISION AMENDED #1, SAID POINT LIES SOUTH 89°56'03" EAST 1323.407 FEET ALONG THE DAYBREAK BASELINE SOUTH (BEING SOUTH 89°56'03" EAST 21225.293 FEET BETWEEN THE SOUTHWEST CORNER OF SECTION 22, TOWNSHIP 3 SOUTH, RANGE 2 WEST AND THE SOUTHEAST CORNER OF SECTION 19, TOWNSHIP 3 SOUTH, RANGE 1 WEST) AND NORTH 2450.606 FEET FROM THE SOUTHWEST CORNER OF SECTION 22, TOWNSHIP 3 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE ALONG SAID LOT V5 THE FOLLOWING (3) COURSES: 1) NORTH 00°02'03" EAST 192.379 FEET; 2) NORTH 89°47'52" WEST 1320.211 FEET; 3) NORTH 00°03'55" EAST 210.847 FEET; THENCE EAST 54.517 FEET TO A POINT ON A 527.000 FOOT RADIUS TANGENT CURVE TO THE LEFT, (RADIUS BEARS NORTH, CHORD: NORTH 87°25'30" EAST 47.353 FEET); THENCE ALONG THE ARC OF SAID CURVE 47.369 FEET THROUGH A CENTRAL ANGLE OF 05°09'00"; THENCE NORTH 84°51'00" EAST 522.298 FEET; THENCE SOUTH 88°29'34" EAST 314.328 FEET; THENCE SOUTH 89°46'08" EAST 172.189 FEET; THENCE SOUTH 52°43'34" EAST 504.350 FEET TO THE SOUTHEASTERLY LINE OF SAID LOT V5; THENCE ALONG SAID SOUTHEASTERLY LINE SOUTH 53°07'08" WEST 237.419 FEET TO THE POINT OF BEGINNING.

PARCEL 32: (NOTE FOR INFORMATIONAL PURPOSES ONLY: PARCEL GG - 26-22-256-001) BEGINNING

AT A POINT THAT LIES SOUTH 89°56'03" EAST 3507.873 FEET ALONG THE DAYBREAK BASELINE SOUTH (BEING SOUTH 89°56'03" EAST 21225.293 FEET BETWEEN THE SOUTHWEST CORNER OF SECTION 22, TOWNSHIP 3 SOUTH, RANGE 2 WEST AND THE SOUTHEAST CORNER OF SECTION 19, TOWNSHIP 3 SOUTH, RANGE 1 WEST) AND NORTH 2509.642 FEET FROM THE SOUTHWEST CORNER OF SECTION 22, TOWNSHIP 3 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE NORTH 55°43'37" WEST 493.793 FEET; THENCE NORTH 21°52'37" EAST 17.807 FEET TO A POINT ON A 470.000 FOOT RADIUS TANGENT CURVE TO THE RIGHT, (RADIUS BEARS SOUTH 68°07'23" EAST, CHORD: NORTH 25°56'18" EAST 66.579 FEET); THENCE ALONG THE ARC OF SAID CURVE 66.635 FEET THROUGH A CENTRAL ANGLE OF 08°07'23"; THENCE NORTH 30°00'00" EAST 332.613 FEET; THENCE NORTH 24°35'09" EAST 116.811 FEET TO A POINT ON A 1569.000 FOOT RADIUS NON TANGENT CURVE

Article 34 - EXHIBIT A
LEGAL DESCRIPTION
(Continued)

TO THE LEFT, (RADIUS BEARS NORTH 10°13'57" EAST, CHORD: SOUTH 84°53'01" EAST 279.838 FEET); THENCE ALONG THE ARC OF SAID CURVE 280.210 FEET THROUGH A CENTRAL ANGLE OF 10°13'57"; THENCE EAST 222.261 FEET; THENCE SOUTH 04°31'38" WEST 189.916 FEET; THENCE SOUTH 30°00'00" WEST 394.990 FEET; THENCE SOUTH 34°16'23" WEST 232.818 FEET TO THE POINT OF BEGINNING.

PARCEL 33: (NOTE: FOR INFORMATIONAL PURPOSES ONLY: PARCEL RR - 26-22-326-003)

BEGINNING AT A POINT ON THE NORTHERLY LINE OF LOT Z101 OF THE VP DAYBREAK OPERATIONS-INVESTMENTS PLAT 1 SUBDIVISION, SAID POINT LIES SOUTH 89°56'03" EAST 2113.602 FEET ALONG THE DAYBREAK BASELINE SOUTH (BEING SOUTH 89°56'03" EAST 21225.293 FEET BETWEEN THE SOUTHWEST CORNER OF SECTION 22, TOWNSHIP 3 SOUTH, RANGE 2 WEST AND THE SOUTHEAST CORNER OF SECTION 19, TOWNSHIP 3 SOUTH, RANGE 1 WEST) AND NORTH 3044.399 FEET FROM THE SOUTHWEST CORNER OF SECTION 22, TOWNSHIP 3 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE ALONG SAID LOT Z101 NORTH 53°07'08" EAST 234.828 FEET; THENCE SOUTH 60°00'00" EAST 340.822 FEET; THENCE SOUTH 25°43'37" WEST 5.014 FEET; THENCE SOUTH 60°00'00" EAST 497.569 FEET; THENCE SOUTH 21°52'37" WEST 709.421 FEET TO A POINT ON A 230.000 FOOT RADIUS TANGENT CURVE TO THE LEFT, (RADIUS BEARS SOUTH 68°07'23" EAST, CHORD: SOUTH 14°59'23" WEST 55.159 FEET); THENCE ALONG THE ARC OF SAID CURVE 55.292 FEET THROUGH A CENTRAL ANGLE OF 13°46'26" TO A POINT OF REVERSE CURVATURE WITH A 170.000 FOOT RADIUS NON TANGENT CURVE TO THE RIGHT, (RADIUS BEARS NORTH 04°53'20" EAST, CHORD: NORTH 76°58'01" WEST 48.166 FEET); THENCE ALONG THE ARC OF SAID CURVE 48.329 FEET THROUGH A CENTRAL ANGLE OF 16°17'18"; THENCE NORTH 68°49'22" WEST 779.106 FEET TO A POINT ON A 467.000 FOOT RADIUS TANGENT CURVE TO THE RIGHT, (RADIUS BEARS NORTH 21°10'38" EAST, CHORD: NORTH 64°12'21" WEST 75.181 FEET); THENCE ALONG THE ARC OF SAID CURVE 75.263 FEET THROUGH A CENTRAL ANGLE OF 09°14'02"; THENCE SOUTH 30°24'40" WEST 17.500 FEET TO A POINT ON A 484.500 FOOT RADIUS NON TANGENT CURVE TO THE RIGHT, (RADIUS BEARS NORTH 30°24'40" EAST, CHORD: NORTH 54°48'21" WEST 80.800 FEET); THENCE ALONG THE ARC OF SAID CURVE 80.894 FEET THROUGH A CENTRAL ANGLE OF 09°33'59" TO A POINT OF COMPOUND CURVATURE WITH A 25.000 FOOT RADIUS TANGENT CURVE TO THE RIGHT, (RADIUS BEARS NORTH 39°58'39" EAST, CHORD: NORTH 20°18'08" WEST 24.788 FEET); THENCE ALONG THE ARC OF SAID CURVE 25.936 FEET THROUGH A CENTRAL ANGLE OF 59°26'26" TO A POINT OF COMPOUND CURVATURE WITH A 977.500 FOOT RADIUS TANGENT CURVE TO THE RIGHT, (RADIUS BEARS SOUTH 80°34'55" EAST, CHORD: NORTH 11°28'08" EAST 69.969 FEET); THENCE ALONG THE ARC OF SAID CURVE 69.984 FEET THROUGH A CENTRAL ANGLE OF 04°06'07"; THENCE NORTH 08°42'58" EAST 38.709 FEET TO A POINT ON A 981.500 FOOT RADIUS NON TANGENT CURVE TO THE RIGHT, (RADIUS BEARS SOUTH 74°13'39" EAST, CHORD: NORTH 22°53'10" EAST 243.099 FEET); THENCE ALONG THE ARC OF SAID CURVE 243.725 FEET THROUGH A CENTRAL ANGLE OF 14°13'39"; THENCE NORTH 30°00'00" EAST 52.362 FEET; THENCE SOUTH 60°00'00" EAST 11.500 FEET; THENCE NORTH 30°00'00" EAST 282.031 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPTING THEREFROM ANY PORTION LYING WITHIN DAYBREAK VILLAGE 12A PLAT 1, ACCORDING TO THE OFFICIAL PLAT THEREOF RECORDED SEPTEMBER 7, 2021 AS ENTRY NO. 13765628 IN BOOK 2021P AT PAGE 223.

PARCEL 34: (NOTE: FOR INFORMATIONAL PURPOSES ONLY: PARCEL TT - 26-22-255-001)

BEGINNING AT A POINT ON THE NORTHERLY LINE OF LOT Z101 OF THE VP DAYBREAK OPERATIONS-INVESTMENTS PLAT 1 SUBDIVISION, SAID POINT LIES SOUTH 89°56'03" EAST 2344.924 FEET ALONG THE DAYBREAK BASELINE SOUTH (BEING SOUTH 89°56'03" EAST 21225.293 FEET BETWEEN THE SOUTHWEST CORNER OF SECTION 22, TOWNSHIP 3 SOUTH, RANGE 2 WEST AND THE

Article 35 - EXHIBIT A
LEGAL DESCRIPTION
(Continued)

SOUTHEAST CORNER OF SECTION 19, TOWNSHIP 3 SOUTH, RANGE 1 WEST) AND NORTH 3218.226 FEET FROM THE SOUTHWEST CORNER OF SECTION 22, TOWNSHIP 3 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE ALONG SAID LOT Z101 NORTH 53°07'08" EAST 492.699 FEET TO A POINT ON A 1565.000 FOOT RADIUS NON TANGENT CURVE TO THE LEFT, (RADIUS BEARS NORTH 34°40'01" EAST, CHORD: SOUTH 57°38'07" EAST 125.738 FEET); THENCE ALONG THE ARC OF SAID CURVE 125.772 FEET THROUGH A CENTRAL ANGLE OF 04°36'17"; THENCE SOUTH 30°03'44" WEST 4.000 FEET TO A POINT ON A 1569.000 FOOT RADIUS NON TANGENT CURVE TO THE LEFT, (RADIUS BEARS NORTH 30°03'44" EAST, CHORD: SOUTH 68°27'57" EAST 465.356 FEET); THENCE ALONG THE ARC OF SAID CURVE 467.079 FEET THROUGH A CENTRAL ANGLE OF 17°03'23"; THENCE SOUTH 24°35'09" WEST 140.534 FEET; THENCE SOUTH 22°52'30" WEST 79.203 FEET; THENCE SOUTH 30°00'00" WEST 206.459 FEET TO A POINT ON A 530.000 FOOT RADIUS TANGENT CURVE TO THE LEFT, (RADIUS BEARS SOUTH 60°00'00" EAST, CHORD: SOUTH 25°56'18" WEST 75.078 FEET); THENCE ALONG THE ARC OF SAID CURVE 75.141 FEET THROUGH A CENTRAL ANGLE OF 08°07'23"; THENCE SOUTH 21°52'37" WEST 7.684 FEET; THENCE NORTH 60°00'00" WEST 489.772 FEET; THENCE SOUTH 30°00'00" WEST 5.000 FEET; THENCE NORTH 60°00'00" WEST 319.081 FEET TO THE POINT OF BEGINNING.

TRACT 5:

PARCEL 35: (NOTE: FOR INFORMATIONAL PURPOSES ONLY: PARCEL S - 26-22-476-001)

BEGINNING AT A POINT BEING 29.500 FEET PERPENDICULARLY DISTANT WESTERLY OF THE EAST LINE OF LOT Z101 OF THE VP DAYBREAK OPERATIONS-INVESTMENTS PLAT 1 SUBDIVISION, SAID POINT LIES SOUTH 89°56'03" EAST 5155.207 FEET ALONG THE DAYBREAK BASELINE SOUTH (BEING SOUTH 89°56'03" EAST 21225.293 FEET BETWEEN THE SOUTHWEST CORNER OF SECTION 22, TOWNSHIP 3 SOUTH, RANGE 2 WEST AND THE SOUTHEAST CORNER OF SECTION 19, TOWNSHIP 3 SOUTH, RANGE 1 WEST) AND NORTH 738.969 FEET FROM THE SOUTHWEST CORNER OF SECTION 22, TOWNSHIP 3 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE WEST 265.143 FEET; THENCE NORTH 33°22'46" WEST 162.018 FEET; THENCE SOUTH 55°05'50" WEST 240.779 FEET; THENCE SOUTH 87°36'22" WEST 491.298 FEET; THENCE NORTH 85°16'08" WEST 40.311 FEET; THENCE SOUTH 87°36'22" WEST 91.862 FEET TO A POINT ON A 465.000 FOOT RADIUS TANGENT CURVE TO THE RIGHT, (RADIUS BEARS NORTH 02°23'38" WEST, CHORD: SOUTH 88°08'43" WEST 8.748 FEET); THENCE ALONG THE ARC OF SAID CURVE 8.748 FEET THROUGH A CENTRAL ANGLE OF 01°04'41" TO A POINT BEING 70.000 FEET PERPENDICULARLY DISTANT EASTERLY FROM THE EAST LINE OF LOT C-102 OF THE DAYBREAK VILLAGE 8, VILLAGE 9 & VILLAGE 13 SCHOOL SITES SUBDIVISION; THENCE ALONG SAID PERPENDICULARLY DISTANT LINE NORTH 515.346 FEET TO A POINT ON A 230.000 FOOT RADIUS TANGENT CURVE TO THE LEFT, (RADIUS BEARS WEST, CHORD: NORTH 06°14'59" WEST 50.076 FEET); THENCE ALONG THE ARC OF SAID CURVE 50.176 FEET THROUGH A CENTRAL ANGLE OF 12°29'58"; THENCE ALONG SAID PERPENDICULARLY DISTANT LINE NORTH 12°29'58" WEST 118.634 FEET TO A POINT ON A 170.000 FOOT RADIUS TANGENT CURVE TO THE RIGHT, (RADIUS BEARS NORTH 77°30'02" EAST, CHORD: NORTH 02°00'59" WEST 61.861 FEET); THENCE ALONG THE ARC OF SAID CURVE 62.208 FEET THROUGH A CENTRAL ANGLE OF 20°57'58"; THENCE ALONG SAID PERPENDICULARLY DISTANT LINE NORTH 08°28'00" EAST 186.411 FEET; THENCE SOUTH 83°57'31" EAST 619.792 FEET TO A POINT ON A 527.000 FOOT RADIUS TANGENT CURVE TO THE LEFT, (RADIUS BEARS NORTH 06°02'29" EAST, CHORD: SOUTH 87°03'54" EAST 57.113 FEET); THENCE ALONG THE ARC OF SAID CURVE 57.141 FEET THROUGH A CENTRAL ANGLE OF 06°12'45"; THENCE NORTH 89°49'44" EAST 57.272 FEET; THENCE SOUTH 0.294 FEET TO A POINT ON A 242.000 FOOT RADIUS TANGENT CURVE TO THE LEFT, (RADIUS BEARS EAST, CHORD: SOUTH 17°31'16" EAST 145.712 FEET); THENCE ALONG THE ARC OF SAID CURVE 148.008 FEET THROUGH A CENTRAL ANGLE OF 35°02'32"; THENCE SOUTH 35°02'32" EAST 134.331 FEET TO SAID 29.500 FOOT PERPENDICULARLY DISTANT WESTERLY LINE; THENCE ALONG SAID PERPENDICULARLY DISTANT LINE SOUTH 33°22'46" EAST 555.903 FEET TO A POINT ON A 147.000 FOOT

Article 36 - EXHIBIT A
LEGAL DESCRIPTION
(Continued)

RADIUS TANGENT CURVE TO THE RIGHT, (RADIUS BEARS SOUTH 56°37'14" WEST, CHORD: SOUTH 26°42'27" EAST 34.158 FEET); THENCE ALONG THE ARC OF SAID CURVE 34.235 FEET THROUGH A CENTRAL ANGLE OF 13°20'37"; THENCE SOUTH 20°02'09" EAST 21.665 FEET TO A POINT ON A 147.000 FOOT RADIUS TANGENT CURVE TO THE RIGHT, (RADIUS BEARS SOUTH 69°57'51" WEST, CHORD: SOUTH 10°01'04" EAST 51.143 FEET); THENCE ALONG THE ARC OF SAID CURVE 51.405 FEET THROUGH A CENTRAL ANGLE OF 20°02'09" TO SAID 29.500 FOOT PERPENDICULARLY DISTANT WESTERLY LINE; THENCE ALONG SAID PERPENDICULARLY DISTANT LINE SOUTH 20.711 FEET TO THE POINT OF BEGINNING.

PARCEL 36: (NOTE: FOR INFORMATIONAL PURPOSES ONLY: PARCEL EE - 26-22-252-001) BEGINNING

AT A POINT THAT LIES SOUTH 89°56'03" EAST 3854.561 FEET ALONG THE DAYBREAK BASELINE SOUTH (BEING SOUTH 89°56'03" EAST 21225.293 FEET BETWEEN THE SOUTHWEST CORNER OF SECTION 22, TOWNSHIP 3 SOUTH, RANGE 2 WEST AND THE SOUTHEAST CORNER OF SECTION 19, TOWNSHIP 3 SOUTH, RANGE 1 WEST) AND NORTH 3371.827 FEET FROM THE SOUTHWEST CORNER OF SECTION 22, TOWNSHIP 3 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE WEST 225.355 FEET TO A POINT ON A 1431.000 FOOT RADIUS TANGENT CURVE TO THE RIGHT, (RADIUS BEARS NORTH, CHORD: NORTH 89°45'23" WEST 12.175 FEET); THENCE ALONG THE ARC OF SAID CURVE 12.175 FEET THROUGH A CENTRAL ANGLE OF 00°29'15" TO A POINT OF COMPOUND CURVATURE WITH A 681.000 FOOT RADIUS TANGENT CURVE TO THE RIGHT, (RADIUS BEARS NORTH 00°29'15" EAST, CHORD: NORTH 80°46'58" WEST 206.720 FEET); THENCE ALONG THE ARC OF SAID CURVE 207.522 FEET THROUGH A CENTRAL ANGLE OF 17°27'35"; THENCE NORTH 24°35'09" EAST 101.585 FEET; THENCE NORTH 15°30'50" EAST 81.891 FEET; THENCE NORTH 19°05'25" EAST 218.080 FEET TO A POINT ON A 470.000 FOOT RADIUS TANGENT CURVE TO THE RIGHT, (RADIUS BEARS SOUTH 70°54'35" EAST, CHORD: NORTH 23°52'44" EAST 78.470 FEET); THENCE ALONG THE ARC OF SAID CURVE 78.561 FEET THROUGH A CENTRAL ANGLE OF 09°34'37"; THENCE NORTH 28°40'03" EAST 909.286 FEET; THENCE SOUTH 65°07'58" EAST 453.683 FEET; THENCE SOUTH 24°52'02" WEST 70.425 FEET TO A POINT ON A 273.000 FOOT RADIUS TANGENT CURVE TO THE RIGHT, (RADIUS BEARS NORTH 65°07'58" WEST, CHORD: SOUTH 33°55'15" WEST 85.915 FEET); THENCE ALONG THE ARC OF SAID CURVE 86.274 FEET THROUGH A CENTRAL ANGLE OF 18°06'24"; THENCE SOUTH 42°58'27" WEST 345.423 FEET TO A POINT ON A 777.000 FOOT RADIUS TANGENT CURVE TO THE LEFT, (RADIUS BEARS SOUTH 47°01'33" EAST, CHORD: SOUTH 42°04'51" WEST 24.228 FEET); THENCE ALONG THE ARC OF SAID CURVE 24.229 FEET THROUGH A CENTRAL ANGLE OF 01°47'12" TO A POINT OF COMPOUND CURVATURE WITH A 327.000 FOOT RADIUS TANGENT CURVE TO THE LEFT, (RADIUS BEARS SOUTH 48°48'45" EAST, CHORD: SOUTH 39°04'56" WEST 24.024 FEET); THENCE ALONG THE ARC OF SAID CURVE 24.030 FEET THROUGH A CENTRAL ANGLE OF 04°12'38"; THENCE SOUTH 36°58'37" WEST 66.078 FEET TO A POINT ON A 327.000 FOOT RADIUS TANGENT CURVE TO THE LEFT, (RADIUS BEARS SOUTH 53°01'23" EAST, CHORD: SOUTH 34°52'19" WEST 24.024 FEET); THENCE ALONG THE ARC OF SAID CURVE 24.030 FEET THROUGH A CENTRAL ANGLE OF 04°12'38" TO A POINT OF COMPOUND CURVATURE WITH A 777.000 FOOT RADIUS TANGENT CURVE TO THE LEFT, (RADIUS BEARS SOUTH 57°14'00" EAST, CHORD: SOUTH 28°30'30" WEST 115.391 FEET); THENCE ALONG THE ARC OF SAID CURVE 115.497 FEET THROUGH A CENTRAL ANGLE OF 08°31'00"; THENCE SOUTH 24°15'00" WEST 223.246 FEET TO A POINT ON A 327.000 FOOT RADIUS TANGENT CURVE TO THE LEFT, (RADIUS BEARS SOUTH 65°45'00" EAST, CHORD: SOUTH 12°07'30" WEST 137.369 FEET); THENCE ALONG THE ARC OF SAID CURVE 138.400 FEET THROUGH A CENTRAL ANGLE OF 24°15'00"; THENCE SOUTH 153.028 FEET TO THE POINT OF BEGINNING.

TRACT 6:

PARCEL 37: (NOTE: FOR INFORMATIONAL PURPOSES ONLY: PARCEL Q - 26-22-478-001)

Article 37 - EXHIBIT A
LEGAL DESCRIPTION
(Continued)

BEGINNING AT A POINT BEING 13.000 FEET PERPENDICULARLY DISTANT NORTHERLY OF THE SOUTH LINE OF LOT Z101 OF THE VP DAYBREAK OPERATIONS-INVESTMENTS PLAT 1 SUBDIVISION, SAID POINT LIES SOUTH 89°56'03" EAST 3971.887 FEET ALONG THE DAYBREAK BASELINE SOUTH (BEING SOUTH 89°56'03" EAST 21225.293 FEET BETWEEN THE SOUTHWEST CORNER OF SECTION 22, TOWNSHIP 3 SOUTH, RANGE 2 WEST AND THE SOUTHEAST CORNER OF SECTION 19, TOWNSHIP 3 SOUTH, RANGE 1 WEST) AND NORTH 45.467 FEET FROM THE SOUTHWEST CORNER OF SECTION 22, TOWNSHIP 3 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE NORTH 598.333 FEET TO A POINT ON A 535.000 FOOT RADIUS NON TANGENT CURVE TO THE LEFT, (RADIUS BEARS NORTH 01°08'37" WEST, CHORD: NORTH 88°13'52" EAST 11.673 FEET); THENCE ALONG THE ARC OF SAID CURVE 11.673 FEET THROUGH A CENTRAL ANGLE OF 01°15'00"; THENCE NORTH 87°36'22" EAST 91.862 FEET; THENCE NORTH 80°28'52" EAST 40.311 FEET; THENCE NORTH 87°36'22" EAST 483.943 FEET; THENCE SOUTH 41°12'21" EAST 168.864 FEET; THENCE NORTH 55°12'26" EAST 209.911 FEET; THENCE EAST 272.967 FEET TO A POINT BEING 29.500 FEET PERPENDICULARLY DISTANT WESTERLY OF THE EAST LINE OF SAID LOT Z101; THENCE ALONG SAID PERPENDICULARLY DISTANT LINE SOUTH 625.882 FEET TO A POINT ON SAID 13.000 FOOT PERPENDICULARLY DISTANT LINE; THENCE ALONG SAID PERPENDICULARLY DISTANT LINE NORTH 89°49'08" WEST 1183.325 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PROPERTY:

A PARCEL OF LAND KNOWN AS TANK SITE 5B AS DESCRIBED IN A DEED RECORDED JULY 31, 2006 AS ENTRY NO. 9797198 IN BOOK 9329 AT PAGE 2530, IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER AND READS AS FOLLOWS:

ALL OF A CERTAIN PARCEL OF LAND, DESIGNATED AS TANK SITE 5B, SAID PARCEL LOCATED IN THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 3 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, LOT V6 OF THE KENNECOTT MASTER #1 AMENDED; SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 22; THENCE NORTH 89°29'24" WEST ALONG THE SOUTH LINE OF SAID SECTION FOR 979.452 FEET; THENCE NORTH 00°30'36" EAST PERPENDICULAR TO SAID SOUTH LINE FOR 70.000 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89°29'24" WEST PARALLEL TO THE SOUTH LINE OF SAID SECTION FOR 336.000 FEET; THENCE NORTH 00°30'36" EAST FOR 304.000 FEET; THENCE SOUTH 89°29'24" EAST FOR 336.000 FEET; THENCE SOUTH 00°30'36" WEST FOR 304.000 FEET TO THE POINT OF BEGINNING.

PARCEL 38: (NOTE: FOR INFORMATIONAL PURPOSES ONLY: PARCEL YY - 26-22-202-001)

BEGINNING AT A POINT ON THE NORTHERLY LINE OF LOT Z101 OF THE VP DAYBREAK OPERATIONS-INVESTMENTS PLAT 1 SUBDIVISION, SAID POINT LIES SOUTH 89°56'03" EAST 3938.988 FEET ALONG THE DAYBREAK BASELINE SOUTH (BEING SOUTH 89°56'03" EAST 21225.293 FEET BETWEEN THE SOUTHWEST CORNER OF SECTION 22, TOWNSHIP 3 SOUTH, RANGE 2 WEST AND THE SOUTHEAST CORNER OF SECTION 19, TOWNSHIP 3 SOUTH, RANGE 1 WEST) AND NORTH 4635.435 FEET FROM THE SOUTHWEST CORNER OF SECTION 22, TOWNSHIP 3 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE ALONG SAID LOT Z101 THE FOLLOWING (2) COURSES: 1) SOUTH 53°07'08" WEST 307.137 FEET; 2) SOUTH 36°52'52" EAST 139.657 FEET; THENCE SOUTH 28°40'03" WEST 86.479 FEET TO A POINT ON SAID NORTHERLY LINE; THENCE ALONG SAID NORTHERLY LINE SOUTH 53°07'08" WEST 1025.420 FEET; THENCE NORTH 62°35'47" WEST 344.201 FEET TO A POINT ON A 685.000 FOOT RADIUS TANGENT CURVE TO THE RIGHT, (RADIUS BEARS NORTH

Article 38 - EXHIBIT A
LEGAL DESCRIPTION
(Continued)

27°24'13" EAST, CHORD: NORTH 60°30'55" WEST 49.749 FEET); THENCE ALONG THE ARC OF SAID CURVE 49.760 FEET THROUGH A CENTRAL ANGLE OF 04°09'43"; THENCE NORTH 30°00'00" EAST 626.831 FEET TO A POINT ON A 1240.000 FOOT RADIUS TANGENT CURVE TO THE RIGHT, (RADIUS BEARS SOUTH 60°00'00" EAST, CHORD: NORTH 36°01'03" EAST 259.983 FEET); THENCE ALONG THE ARC OF SAID CURVE 260.461 FEET THROUGH A CENTRAL ANGLE OF 12°02'06"; THENCE NORTH 42°02'06" EAST 135.830 FEET TO A POINT ON A 1256.000 FOOT RADIUS TANGENT CURVE TO THE LEFT, (RADIUS BEARS NORTH 47°57'54" WEST, CHORD: NORTH 34°59'00" EAST 308.377 FEET); THENCE ALONG THE ARC OF SAID CURVE 309.157 FEET THROUGH A CENTRAL ANGLE OF 14°06'11"; THENCE NORTH 27°55'55" EAST 93.666 FEET; THENCE SOUTH 49°43'27" EAST 32.256 FEET TO A POINT ON A 533.000 FOOT RADIUS TANGENT CURVE TO THE LEFT, (RADIUS BEARS NORTH 40°16'33" EAST, CHORD: SOUTH 55°53'46" EAST 114.609 FEET); THENCE ALONG THE ARC OF SAID CURVE 114.831 FEET THROUGH A CENTRAL ANGLE OF 12°20'38"; THENCE SOUTH 62°04'05" EAST 462.167 FEET; THENCE SOUTH 65°07'58" EAST 98.742 FEET; THENCE SOUTH 28°40'03" WEST 47.739 FEET TO THE POINT OF BEGINNING.

PARCEL 39: (NOTE: FOR INFORMATIONAL PURPOSES ONLY: PARCEL XX - 26-22-251-001)

BEGINNING AT A POINT ON THE NORTHERLY LINE OF LOT Z101 OF THE VP DAYBREAK OPERATIONS-INVESTMENTS PLAT 1 SUBDIVISION, SAID POINT LIES SOUTH 89°56'03" EAST 2915.427 FEET ALONG THE DAYBREAK BASELINE SOUTH (BEING SOUTH 89°56'03" EAST 21225.293 FEET BETWEEN THE SOUTHWEST CORNER OF SECTION 22, TOWNSHIP 3 SOUTH, RANGE 2 WEST AND THE SOUTHEAST CORNER OF SECTION 19, TOWNSHIP 3 SOUTH, RANGE 1 WEST) AND NORTH 3646.931 FEET FROM THE SOUTHWEST CORNER OF SECTION 22, TOWNSHIP 3 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE ALONG SAID LOT Z101 NORTH 53°07'08" EAST 1025.420 FEET; THENCE SOUTH 28°40'03" WEST 433.685 FEET TO A POINT ON A 530.000 FOOT RADIUS TANGENT CURVE TO THE LEFT, (RADIUS BEARS SOUTH 61°19'57" EAST, CHORD: SOUTH 23°52'44" WEST 88.487 FEET); THENCE ALONG THE ARC OF SAID CURVE 88.590 FEET THROUGH A CENTRAL ANGLE OF 09°34'37"; THENCE SOUTH 19°05'25" WEST 223.051 FEET TO A POINT ON A 470.000 FOOT RADIUS TANGENT CURVE TO THE RIGHT, (RADIUS BEARS NORTH 70°54'35" WEST, CHORD: SOUTH 21°50'17" WEST 45.064 FEET); THENCE ALONG THE ARC OF SAID CURVE 45.081 FEET THROUGH A CENTRAL ANGLE OF 05°29'44"; THENCE SOUTH 24°35'09" WEST 135.257 FEET TO A POINT ON A 685.000 FOOT RADIUS NON TANGENT CURVE TO THE RIGHT, (RADIUS BEARS NORTH 23°51'21" EAST, CHORD: NORTH 64°22'13" WEST 42.411 FEET); THENCE ALONG THE ARC OF SAID CURVE 42.417 FEET THROUGH A CENTRAL ANGLE OF 03°32'53"; THENCE NORTH 62°35'47" WEST 441.685 FEET TO THE POINT OF BEGINNING.

PARCEL 40: (NOTE: FOR INFORMATIONAL PURPOSES ONLY: PARCEL ZZ - 26-22-202-002)

BEGINNING AT A POINT ON THE NORTHERLY LINE OF LOT Z101 OF THE VP DAYBREAK OPERATIONS-INVESTMENTS PLAT 1 SUBDIVISION, SAID POINT LIES SOUTH 89°56'03" EAST 3938.988 FEET ALONG THE DAYBREAK BASELINE SOUTH (BEING SOUTH 89°56'03" EAST 21225.293 FEET BETWEEN THE SOUTHWEST CORNER OF SECTION 22, TOWNSHIP 3 SOUTH, RANGE 2 WEST AND THE SOUTHEAST CORNER OF SECTION 19, TOWNSHIP 3 SOUTH, RANGE 1 WEST) AND NORTH 4635.435 FEET FROM THE SOUTHWEST CORNER OF SECTION 22, TOWNSHIP 3 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE ALONG SAID LOT Z101 SOUTH 28°40'03" WEST 337.397 FEET; THENCE NORTH 36°52'52" WEST 139.657 FEET; THENCE NORTH 53°07'08" EAST 307.137 FEET TO THE POINT OF BEGINNING.

PARCEL 41: (NOTE: FOR INFORMATIONAL PURPOSES ONLY: PARCEL DD - 26-22-226-003)

Article 39 - EXHIBIT A
LEGAL DESCRIPTION
(Continued)

BEGINNING AT A POINT ON THE NORTHERLY LINE OF LOT Z101 OF THE VP DAYBREAK OPERATIONS-INVESTMENTS PLAT 1 SUBDIVISION, SAID POINT LIES SOUTH 89°56'03" EAST 4054.935 FEET ALONG THE DAYBREAK BASELINE SOUTH (BEING SOUTH 89°56'03" EAST 21225.293 FEET BETWEEN THE SOUTHWEST CORNER OF SECTION 22, TOWNSHIP 3 SOUTH, RANGE 2 WEST AND THE SOUTHEAST CORNER OF SECTION 19, TOWNSHIP 3 SOUTH, RANGE 1 WEST) AND NORTH 4722.563 FEET FROM THE SOUTHWEST CORNER OF SECTION 22, TOWNSHIP 3 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE ALONG NORTHERLY LINE NORTH 53°07'08" EAST 661.718 FEET; THENCE SOUTH 32.247 FEET TO A POINT ON A 173.000 FOOT RADIUS NON TANGENT CURVE TO THE RIGHT, (RADIUS BEARS WEST, CHORD: SOUTH 05°14'05" WEST 31.568 FEET); THENCE ALONG THE ARC OF SAID CURVE 31.612 FEET THROUGH A CENTRAL ANGLE OF 10°28'11"; THENCE SOUTH 10°28'11" WEST 411.839 FEET TO A POINT ON A 273.000 FOOT RADIUS TANGENT CURVE TO THE RIGHT, (RADIUS BEARS NORTH 79°31'49" WEST, CHORD: SOUTH 17°40'07" WEST 68.421 FEET); THENCE ALONG THE ARC OF SAID CURVE 68.601 FEET THROUGH A CENTRAL ANGLE OF 14°23'52"; THENCE SOUTH 24°52'02" WEST 74.168 FEET; THENCE NORTH 65°07'58" WEST 449.499 FEET; THENCE NORTH 28°40'03" EAST 17.090 FEET TO THE POINT OF BEGINNING.

PARCEL 42: (NOTE: FOR INFORMATIONAL PURPOSES ONLY: PARCEL CC - 26-22-226-002)

BEGINNING AT A POINT ON THE NORTHERLY LINE OF LOT Z101 OF THE VP DAYBREAK OPERATIONS-INVESTMENTS PLAT 1 SUBDIVISION, SAID POINT LIES SOUTH 89°56'03" EAST 4584.233 FEET ALONG THE DAYBREAK BASELINE SOUTH (BEING SOUTH 89°56'03" EAST 21225.293 FEET BETWEEN THE SOUTHWEST CORNER OF SECTION 22, TOWNSHIP 3 SOUTH, RANGE 2 WEST AND THE SOUTHEAST CORNER OF SECTION 19, TOWNSHIP 3 SOUTH, RANGE 1 WEST) AND NORTH 5120.305 FEET FROM THE SOUTHWEST CORNER OF SECTION 22, TOWNSHIP 3 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE ALONG SAID NORTHERLY LINE SOUTH 53°07'08" WEST 661.718 FEET; THENCE NORTH 28°40'03" EAST 599.095 FEET TO A POINT ON A 230.000 FOOT RADIUS NON TANGENT CURVE TO THE LEFT, (RADIUS BEARS NORTH 27°50'40" EAST, CHORD: SOUTH 76°04'40" EAST 110.678 FEET); THENCE ALONG THE ARC OF SAID CURVE 111.775 FEET THROUGH A CENTRAL ANGLE OF 27°50'40"; THENCE EAST 134.471 FEET; THENCE SOUTH 101.895 FEET TO THE POINT OF BEGINNING.

TRACT 7:

PARCEL 43: (NOTE: FOR INFORMATIONAL PURPOSES ONLY: PARCEL FFF - 26-22-103-004, 26-22-154-001)

BEGINNING AT A POINT ON THE WEST LINE OF LOT V5 OF THE OF THE KENNECOTT MASTER SUBDIVISION AMENDED #1, SAID POINT LIES SOUTH 89°56'03" EAST 4.457 FEET ALONG THE DAYBREAK BASELINE SOUTH (BEING SOUTH 89°56'03" EAST 21225.293 FEET BETWEEN THE SOUTHWEST CORNER OF SECTION 22, TOWNSHIP 3 SOUTH, RANGE 2 WEST AND THE SOUTHEAST CORNER OF SECTION 19, TOWNSHIP 3 SOUTH, RANGE 1 WEST) AND NORTH 3648.171 FEET FROM THE SOUTHWEST CORNER OF SECTION 22, TOWNSHIP 3 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE ALONG SAID LOT V5 NORTH 00°03'55" EAST 1155.893 FEET; THENCE EAST 477.695 FEET TO A POINT ON A 1935.000 FOOT RADIUS NON TANGENT CURVE TO THE RIGHT, (RADIUS BEARS SOUTH, CHORD: SOUTH 83°43'22" EAST 423.135 FEET); THENCE ALONG THE ARC OF SAID CURVE 423.982 FEET THROUGH A CENTRAL ANGLE OF 12°33'15" TO A POINT OF COMPOUND CURVATURE WITH A 705.000 FOOT RADIUS TANGENT CURVE TO THE RIGHT, (RADIUS BEARS SOUTH 12°33'15" WEST, CHORD: SOUTH 71°24'42" EAST 148.219 FEET); THENCE ALONG THE ARC OF SAID CURVE 148.493 FEET THROUGH A CENTRAL ANGLE OF 12°04'05"; THENCE SOUTH 65°22'40" EAST 514.324 FEET TO A POINT ON A 705.000 FOOT RADIUS TANGENT CURVE TO THE RIGHT, (RADIUS BEARS SOUTH 24°37'20" WEST,

Article 40 - EXHIBIT A
LEGAL DESCRIPTION
(Continued)

CHORD: SOUTH 59°20'37" EAST 148.219 FEET); THENCE ALONG THE ARC OF SAID CURVE 148.493 FEET THROUGH A CENTRAL ANGLE OF 12°04'05" TO A POINT OF COMPOUND CURVATURE WITH A 1935.000 FOOT RADIUS TANGENT CURVE TO THE RIGHT, (RADIUS BEARS SOUTH 36°41'26" WEST, CHORD: SOUTH 51°39'17" EAST 111.754 FEET); THENCE ALONG THE ARC OF SAID CURVE 111.769 FEET THROUGH A CENTRAL ANGLE OF 03°18'34"; THENCE SOUTH 50°00'00" EAST 943.608 FEET; THENCE SOUTH 30°00'00" WEST 505.965 FEET; THENCE NORTH 60°00'00" WEST 651.135 FEET TO A POINT ON A 230.000 FOOT RADIUS TANGENT CURVE TO THE LEFT, (RADIUS BEARS SOUTH 30°00'00" WEST, CHORD: NORTH 76°02'00" WEST 127.049 FEET); THENCE ALONG THE ARC OF SAID CURVE 128.723 FEET THROUGH A CENTRAL ANGLE OF 32°03'59"; THENCE SOUTH 87°56'01" WEST 195.178 FEET TO A POINT ON A 170.000 FOOT RADIUS TANGENT CURVE TO THE RIGHT, (RADIUS BEARS NORTH 02°03'59" WEST, CHORD: SOUTH 89°10'41" WEST 7.384 FEET); THENCE ALONG THE ARC OF SAID CURVE 7.384 FEET THROUGH A CENTRAL ANGLE OF 02°29'19"; THENCE NORTH 89°34'40" WEST 270.515 FEET TO A POINT ON A 170.000 FOOT RADIUS TANGENT CURVE TO THE RIGHT, (RADIUS BEARS NORTH 00°25'20" EAST, CHORD: NORTH 87°44'32" WEST 10.889 FEET); THENCE ALONG THE ARC OF SAID CURVE 10.891 FEET THROUGH A CENTRAL ANGLE OF 03°40'14"; THENCE NORTH 85°54'25" WEST 414.411 FEET TO A POINT ON A 230.000 FOOT RADIUS TANGENT CURVE TO THE LEFT, (RADIUS BEARS SOUTH 04°05'35" WEST, CHORD: SOUTH 77°41'44" WEST 129.856 FEET); THENCE ALONG THE ARC OF SAID CURVE 131.646 FEET THROUGH A CENTRAL ANGLE OF 32°47'41" TO A POINT OF REVERSE CURVATURE WITH A 170.000 FOOT RADIUS TANGENT CURVE TO THE RIGHT, (RADIUS BEARS NORTH 28°42'06" WEST, CHORD: SOUTH 75°38'57" WEST 84.272 FEET); THENCE ALONG THE ARC OF SAID CURVE 85.160 FEET THROUGH A CENTRAL ANGLE OF 28°42'06"; THENCE WEST 212.444 FEET; THENCE NORTH 9.000 FEET; THENCE WEST 187.338 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPTING THEREFROM ANY PORTION LYING WITHIN DAYBREAK VILLAGE 12A PLAT 1, ACCORDING TO THE OFFICIAL PLAT THEREOF RECORDED SEPTEMBER 7, 2021 AS ENTRY NO. 13765628 IN BOOK 2021P AT PAGE 223.

ALSO LESS AND EXCEPTING THEREFROM ALL OF DAYBREAK VILLAGE 12A PLAT 2, ACCORDING TO THE OFFICIAL PLAT THEREOF RECORDED FEBRUARY 3, 2022 AS ENTRY NO. 13883675 IN BOOK 2022P AT PAGE 48.

ALSO LESS AND EXCEPTING THEREFROM ANY PORTION LYING WITHIN DAYBREAK VILLAGE 12A PLAT 3, ACCORDING TO THE OFFICIAL PLAT THEREOF RECORDED MARCH 16, 2022 AS ENTRY NO. 13912513 IN BOOK 2022P AT PAGE 81.

TRACT 8:

PARCEL 44: (NOTE: FOR INFORMATIONAL PURPOSES ONLY: PARCEL AAA - 26-22-201-001)

BEGINNING AT A POINT THAT LIES SOUTH 89°56'03" EAST 3989.583 FEET ALONG THE DAYBREAK BASELINE SOUTH (BEING SOUTH 89°56'03" EAST 21225.293 FEET BETWEEN THE SOUTHWEST CORNER OF SECTION 22, TOWNSHIP 3 SOUTH, RANGE 2 WEST AND THE SOUTHEAST CORNER OF SECTION 19, TOWNSHIP 3 SOUTH, RANGE 1 WEST) AND NORTH 4728.030 FEET FROM THE SOUTHWEST CORNER OF SECTION 22, TOWNSHIP 3 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE NORTH 62°04'05" WEST 561.509 FEET TO A POINT ON A 470.000 FOOT RADIUS TANGENT CURVE TO THE RIGHT, (RADIUS BEARS NORTH 27°55'55" EAST, CHORD: NORTH 55°53'46" WEST 101.062 FEET); THENCE ALONG THE ARC OF SAID CURVE 101.258 FEET THROUGH A CENTRAL ANGLE OF 12°20'38"; THENCE NORTH 49°43'27" WEST 46.043 FEET; THENCE NORTH 27°55'55" EAST 284.323 FEET TO A POINT ON A 970.000 FOOT RADIUS TANGENT CURVE TO THE RIGHT, (RADIUS BEARS SOUTH 62°04'05" EAST, CHORD: NORTH 34°41'01" EAST 228.082 FEET); THENCE ALONG THE ARC OF SAID

Article 41 - EXHIBIT A
LEGAL DESCRIPTION
(Continued)

CURVE 228.610 FEET THROUGH A CENTRAL ANGLE OF 13°30'13"; THENCE NORTH 41°26'08" EAST 155.863 FEET TO A POINT ON A 1030.000 FOOT RADIUS TANGENT CURVE TO THE LEFT, (RADIUS BEARS NORTH 48°33'52" WEST, CHORD: NORTH 35°03'05" EAST 229.055 FEET); THENCE ALONG THE ARC OF SAID CURVE 229.530 FEET THROUGH A CENTRAL ANGLE OF 12°46'05"; THENCE NORTH 28°40'03" EAST 23.307 FEET TO A POINT ON A 270.000 FOOT RADIUS NON TANGENT CURVE TO THE RIGHT, (RADIUS BEARS SOUTH 33°19'12" WEST, CHORD: SOUTH 41°17'04" EAST 143.362 FEET); THENCE ALONG THE ARC OF SAID CURVE 145.102 FEET THROUGH A CENTRAL ANGLE OF 30°47'29"; THENCE SOUTH 25°53'19" EAST 359.332 FEET TO A POINT ON A 230.000 FOOT RADIUS TANGENT CURVE TO THE LEFT, (RADIUS BEARS NORTH 64°06'41" EAST, CHORD: SOUTH 43°36'38" EAST 140.024 FEET); THENCE ALONG THE ARC OF SAID CURVE 142.281 FEET THROUGH A CENTRAL ANGLE OF 35°26'38"; THENCE SOUTH 61°19'57" EAST 66.205 FEET; THENCE SOUTH 28°40'03" WEST 625.560 FEET TO THE POINT OF BEGINNING.

PARCEL 45: (NOTE: FOR INFORMATIONAL PURPOSES ONLY: PARCEL 26-15-376-004)

A PARCEL OF LAND LOCATED IN SECTION 15, TOWNSHIP 3 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, SALT LAKE COUNTY, UTAH, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LOT T7, OF AMENDED LOTS B2, B3, OS2, T4, V4, V7 & WTC2 KENNECOTT MASTER SUBDIVISION #1, ACCORDING TO THE OFFICIAL PLAT RECORDED SEPTEMBER 19, 2003 IN BOOK 2003P AT PAGE 303, IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER.

LESS AND EXCEPTING THEREFROM ANY PORTION LYING WITHIN THE BOUNDS OF THE DAYBREAK VILLAGE 14 PLAT 1 AMENDING LOTS T7 & V5 OF THE KENNECOTT MASTER SUBDIVISION #1, RECORDED NOVEMBER 22, 2019 AS ENTRY NO. 13130712 IN BOOK 2019P OF PLATS AT PAGE 321, ON FILE IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER, STATE OF UTAH.

PARCEL 46: (NOTE: FOR INFORMATIONAL PURPOSES ONLY: PARCEL BBB - 26-15-451-002)

BEGINNING AT A POINT ON THE WEST LINE OF LOT V5 OF THE OF THE KENNECOTT MASTER SUBDIVISION AMENDED #1, SAID POINT LIES SOUTH 89°56'03" EAST 5.920 FEET ALONG THE DAYBREAK BASELINE SOUTH (BEING SOUTH 89°56'03" EAST 21225.293 FEET BETWEEN THE SOUTHWEST CORNER OF SECTION 22, TOWNSHIP 3 SOUTH, RANGE 2 WEST AND THE SOUTHEAST CORNER OF SECTION 19, TOWNSHIP 3 SOUTH, RANGE 1 WEST) AND NORTH 4934.066 FEET FROM THE SOUTHWEST CORNER OF SECTION 22, TOWNSHIP 3 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE ALONG SAID LOT V5 THE FOLLOWING (9) COURSES: 1) NORTH 00°03'55" EAST 357.198 FEET; 2) NORTH 00°14'20" WEST 12.748 FEET; 3) NORTH 20°34'34" EAST 544.251 FEET; 4) NORTH 89°58'11" EAST 2490.672 FEET; 5) NORTH 00°01'49" WEST 998.333 FEET; 6) NORTH 89°55'33" EAST 2012.234 FEET TO A POINT ON A 1000.000 FOOT RADIUS TANGENT CURVE TO THE LEFT, (RADIUS BEARS NORTH 00°04'28" WEST, CHORD: NORTH 77°50'00" EAST 418.977 FEET); 7) ALONG THE ARC OF SAID CURVE 422.104 FEET THROUGH A CENTRAL ANGLE OF 24°11'05"; 8) SOUTH 00°01'49" EAST 1394.392 FEET; 9) SOUTH 53°07'08" WEST 409.856 FEET TO A POINT ON A 218.500 FOOT RADIUS NON TANGENT CURVE TO THE LEFT, (RADIUS BEARS SOUTH 07°10'49" WEST, CHORD: NORTH 86°24'36" WEST 27.364 FEET); THENCE ALONG THE ARC OF SAID CURVE 27.382 FEET THROUGH A CENTRAL ANGLE OF 07°10'49"; THENCE WEST 305.322 FEET TO A POINT ON A 181.500 FOOT RADIUS NON TANGENT CURVE TO THE RIGHT, (RADIUS BEARS NORTH, CHORD: NORTH 75°39'59" WEST 89.868 FEET); THENCE ALONG THE ARC OF SAID CURVE 90.812 FEET THROUGH A CENTRAL ANGLE OF 28°40'03"; THENCE NORTH 61°19'57" WEST 122.901 FEET TO A POINT ON A 181.500 FOOT RADIUS TANGENT CURVE TO THE RIGHT, (RADIUS BEARS NORTH 28°40'03" EAST, CHORD: NORTH 43°36'38" WEST 110.497 FEET); THENCE ALONG THE ARC OF SAID CURVE 112.279 FEET THROUGH A CENTRAL ANGLE OF 35°26'38"; THENCE NORTH

Article 42 - EXHIBIT A
LEGAL DESCRIPTION
(Continued)

25°53'19" WEST 439.769 FEET TO A POINT ON A 328.500 FOOT RADIUS NON TANGENT CURVE TO THE LEFT, (RADIUS BEARS SOUTH 49°56'16" WEST, CHORD: NORTH 53°53'45" WEST 157.092 FEET); THENCE ALONG THE ARC OF SAID CURVE 158.628 FEET THROUGH A CENTRAL ANGLE OF 27°40'03"; THENCE SOUTH 28°40'03" WEST 80.651 FEET TO A POINT ON A 971.500 FOOT RADIUS TANGENT CURVE TO THE RIGHT, (RADIUS BEARS NORTH 61°19'57" WEST, CHORD: SOUTH 31°02'04" WEST 80.251 FEET); THENCE ALONG THE ARC OF SAID CURVE 80.273 FEET THROUGH A CENTRAL ANGLE OF 04°44'03"; THENCE SOUTH 28°31'16" WEST 79.709 FEET TO A POINT ON A 981.500 FOOT RADIUS NON TANGENT CURVE TO THE RIGHT, (RADIUS BEARS NORTH 51°57'26" WEST, CHORD: SOUTH 39°44'21" WEST 58.107 FEET); THENCE ALONG THE ARC OF SAID CURVE 58.116 FEET THROUGH A CENTRAL ANGLE OF 03°23'33"; THENCE SOUTH 41°26'08" WEST 155.863 FEET TO A POINT ON A 1018.500 FOOT RADIUS TANGENT CURVE TO THE LEFT, (RADIUS BEARS SOUTH 48°33'52" EAST, CHORD: SOUTH 34°41'01" WEST 239.486 FEET); THENCE ALONG THE ARC OF SAID CURVE 240.041 FEET THROUGH A CENTRAL ANGLE OF 13°30'13"; THENCE SOUTH 27°55'55" WEST 92.518 FEET; THENCE SOUTH 35°00'47" WEST 81.120 FEET; THENCE SOUTH 27°55'55" WEST 264.575 FEET; THENCE SOUTH 21°57'14" WEST 76.081 FEET TO A POINT ON A 1207.500 FOOT RADIUS NON TANGENT CURVE TO THE RIGHT, (RADIUS BEARS NORTH 58°42'27" WEST, CHORD: SOUTH 36°39'49" WEST 226.064 FEET); THENCE ALONG THE ARC OF SAID CURVE 226.396 FEET THROUGH A CENTRAL ANGLE OF 10°44'33"; THENCE SOUTH 42°02'06" WEST 135.830 FEET TO A POINT ON A 1288.500 FOOT RADIUS TANGENT CURVE TO THE LEFT, (RADIUS BEARS SOUTH 47°57'54" EAST, CHORD: SOUTH 36°01'03" WEST 270.151 FEET); THENCE ALONG THE ARC OF SAID CURVE 270.649 FEET THROUGH A CENTRAL ANGLE OF 12°02'06"; THENCE SOUTH 30°00'00" WEST 383.374 FEET; THENCE SOUTH 40°06'10" WEST 79.812 FEET; THENCE SOUTH 30°00'00" WEST 160.306 FEET TO A POINT ON A 685.000 FOOT RADIUS NON TANGENT CURVE TO THE RIGHT, (RADIUS BEARS NORTH 36°48'34" EAST, CHORD: NORTH 51°35'43" WEST 38.141 FEET); THENCE ALONG THE ARC OF SAID CURVE 38.146 FEET THROUGH A CENTRAL ANGLE OF 03°11'26"; THENCE NORTH 50°00'00" WEST 801.952 FEET TO A POINT BEING ON THE EXTENSION OF THE SOUTHEASTERLY LINE OF LOT C-103 OF THE DAYBREAK VILLAGE 8, VILLAGE 9 & VILLAGE 13 SCHOOL SITES SUBDIVISION; THENCE ALONG SAID SOUTHEASTERLY LINE AND LINE EXTENDED NORTH 30°00'00" EAST 538.715 FEET TO THE EASTERNMOST CORNER OF SAID LOT C-103; THENCE ALONG SAID LOT C-103 THE FOLLOWING (3) COURSES: 1) NORTH 56°26'06" WEST 764.424 FEET; 2) SOUTH 87°50'35" WEST 351.139 FEET; 3) SOUTH 14°52'31" WEST 433.902 FEET ALONG THE WESTERNMOST LINE OF SAID LOT C-103 AND WESTERNMOST LINE EXTENDED TO A POINT ON A 2065.000 FOOT RADIUS NON TANGENT CURVE TO THE LEFT, (RADIUS BEARS SOUTH 15°39'08" WEST, CHORD: NORTH 82°10'26" WEST 562.370 FEET); THENCE ALONG THE ARC OF SAID CURVE 564.122 FEET THROUGH A CENTRAL ANGLE OF 15°39'08"; THENCE WEST 477.547 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPTING THEREFROM ANY PORTION LYING WITHIN THE BOUNDS OF THE DAYBREAK VILLAGE 14 PLAT 1 AMENDING LOTS T7 & V5 OF THE KENNECOTT MASTER SUBDIVISION #1, RECORDED NOVEMBER 22, 2019 AS ENTRY NO. 13130712 IN BOOK 2019P OF PLATS AT PAGE 321, ON FILE IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER, STATE OF UTAH.

TRACT 9:

PARCEL 47: (NOTE: FOR INFORMATIONAL PURPOSES ONLY: PARCEL 26-23-201-002)

BEGINNING AT A POINT ON THE EASTERLY LINE OF LOT Z107 OF THE VP DAYBREAK OPERATIONS-INVESTMENTS PLAT 1 SUBDIVISION, SAID POINT LIES SOUTH 89°56'03" EAST 8727.582 FEET ALONG THE DAYBREAK BASELINE SOUTH (BEING SOUTH 89°56'03" EAST 21225.293 FEET BETWEEN THE SOUTHWEST CORNER OF SECTION 22, TOWNSHIP 3 SOUTH, RANGE 2 WEST AND THE SOUTHEAST CORNER OF SECTION 19, TOWNSHIP 3 SOUTH, RANGE 1 WEST) AND NORTH 5052.917 FEET FROM THE SOUTHWEST CORNER OF SECTION 22, TOWNSHIP 3 SOUTH, RANGE 2 WEST, SALT

Article 43 - EXHIBIT A
LEGAL DESCRIPTION
(Continued)

LAKE BASE AND MERIDIAN AND RUNNING THENCE SOUTH 57°33'06" WEST 184.480 FEET TO A POINT ON A 5068.000 FOOT RADIUS TANGENT CURVE TO THE LEFT, (RADIUS BEARS SOUTH 32°26'54" EAST, CHORD: SOUTH 56°05'44" WEST 257.596 FEET); THENCE ALONG THE ARC OF SAID CURVE 257.624 FEET THROUGH A CENTRAL ANGLE OF 02°54'45"; THENCE SOUTH 54°38'21" WEST 211.172 FEET; THENCE NORTH 33°33'29" WEST 148.267 FEET TO A POINT ON A 468.000 FOOT RADIUS TANGENT CURVE TO THE RIGHT, (RADIUS BEARS NORTH 56°26'31" EAST, CHORD: NORTH 16°46'44" WEST 270.205 FEET); THENCE ALONG THE ARC OF SAID CURVE 274.107 FEET THROUGH A CENTRAL ANGLE OF 33°33'29"; THENCE NORTH 211.933 FEET TO THE NORTH LINE OF SAID LOT Z107; THENCE ALONG SAID LOT Z107 THE FOLLOWING (5) COURSES: 1) NORTH 89°58'54" EAST 850.314 FEET TO A POINT ON A 6295.000 FOOT RADIUS NON TANGENT CURVE TO THE LEFT, (RADIUS BEARS NORTH 64°15'10" EAST, CHORD: SOUTH 26°15'14" EAST 111.356 FEET); 2) ALONG THE ARC OF SAID CURVE 111.357 FEET THROUGH A CENTRAL ANGLE OF 01°00'49"; 3) SOUTH 57°34'03" WEST 40.377 FEET TO A POINT ON A 2679.000 FOOT RADIUS NON TANGENT CURVE TO THE RIGHT, (RADIUS BEARS NORTH 32°26'54" WEST, CHORD: SOUTH 59°38'38" WEST 195.607 FEET); 4) ALONG THE ARC OF SAID CURVE 195.650 FEET THROUGH A CENTRAL ANGLE OF 04°11'04"; 5) SOUTH 28°15'49" EAST 10.450 FEET TO THE POINT OF BEGINNING.

PARCEL 48: (NOTE: FOR INFORMATIONAL PURPOSES ONLY: PARCEL 26-24-101-001) BEGINNING AT A POINT ON THE WESTERLY LINE OF LOT T3 OF THE KENNECOTT MASTER SUBDIVISION #1 AMENDED, SAID POINT LIES NORTH 89°56'03" WEST 10506.588 FEET ALONG THE DAYBREAK BASELINE SOUTH (BEING SOUTH 89°56'03" EAST 21225.293 FEET BETWEEN THE SOUTHWEST CORNER OF SECTION 22, TOWNSHIP 3 SOUTH, RANGE 2 WEST AND THE SOUTHEAST CORNER OF SECTION 19, TOWNSHIP 3 SOUTH, RANGE 1 WEST) AND NORTH 4088.717 FEET FROM THE SOUTHEAST CORNER OF SECTION 19, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE ALONG SAID LOT T3 NORTH 37°29'42" WEST 221.418 FEET TO THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 24; THENCE ALONG SAID WEST LINE NORTH 00°00'12" EAST 90.770 FEET; THENCE NORTH 33°40'19" WEST 135.151 FEET; THENCE NORTH 53°27'06" EAST 218.655 FEET; THENCE NORTH 31°27'06" EAST 880.569 FEET; THENCE NORTH 56°36'58" EAST 119.219 FEET; THENCE NORTH 53°27'06" EAST 64.457 FEET TO A RIGHT-OF-WAY QUITCLAIM DEED RECORDED AS ENTRY NO. 10429973 IN BOOK 9607 AT PAGE 4745 IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER; THENCE ALONG SAID RIGHT-OF-WAY QUITCLAIM DEED SOUTH 36°32'54" EAST 594.572 FEET; THENCE SOUTH 53°27'06" WEST 487.905 FEET; THENCE SOUTH 31°27'06" WEST 421.776 FEET; THENCE SOUTH 53°27'06" WEST 396.814 FEET TO THE POINT OF BEGINNING.

PARCEL 49: (NOTE: FOR INFORMATIONAL PURPOSES ONLY: PARCEL 26-13-355-001) BEGINNING AT A POINT THAT LIES NORTH 89°56'03" WEST 10738.496 FEET ALONG THE DAYBREAK BASELINE SOUTH (BEING SOUTH 89°56'03" EAST 21225.293 FEET BETWEEN THE SOUTHWEST CORNER OF SECTION 22, TOWNSHIP 3 SOUTH, RANGE 2 WEST AND THE SOUTHEAST CORNER OF SECTION 19, TOWNSHIP 3 SOUTH, RANGE 1 WEST) AND NORTH 4500.702 FEET FROM THE SOUTHEAST CORNER OF SECTION 19, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE NORTH 33°40'19" WEST 942.252 FEET TO A NORTHERLY LINE OF LOT T3 OF THE KENNECOTT MASTER SUBDIVISION #1 AMENDED; THENCE ALONG SAID LOT T3 THE FOLLOWING (2) COURSES: 1) NORTH 89°58'54" EAST 619.610 FEET; 2) NORTH 00°02'52" EAST 867.985 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF SOUTH JORDAN PARKWAY; THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE NORTH 53°27'06" EAST 154.478 FEET TO A RIGHT-OF-WAY QUITCLAIM DEED RECORDED AS ENTRY NO. 10429973 IN BOOK 9607 AT PAGE 4745 IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER AND A POINT ON A 1263.500 FOOT RADIUS NON TANGENT CURVE TO THE LEFT, (RADIUS BEARS NORTH 55°06'21" EAST, CHORD: SOUTH 35°43'17" EAST 36.477 FEET); THENCE ALONG SAID RIGHT-OF-WAY QUITCLAIM DEED THE FOLLOWING (2) COURSES: 1) ALONG THE ARC OF SAID CURVE

Article 44 - EXHIBIT A
LEGAL DESCRIPTION
(Continued)

36.478 FEET THROUGH A CENTRAL ANGLE OF 01°39'15"; 2) SOUTH 36°32'54" EAST 909.355 FEET; THENCE SOUTH 53°27'06" WEST 63.352 FEET; THENCE SOUTH 56°36'58" WEST 127.043 FEET; THENCE SOUTH 31°27'06" WEST 881.722 FEET; THENCE SOUTH 53°27'06" WEST 208.870 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPTING THEREFROM ANY PORTION LYING WITHIN THE BOUNDS OF THE FOLLOWING, AS DISCLOSED BY THAT CERTAIN QUITCLAIM DEED RECORDED MAY 16, 2008 AS ENTRY NO. 10429972 IN BOOK 9607 AT PAGE 4742, TO-WIT:

A STRIP OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 3 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 13 (BASIS OF BEARING NORTH 00°02'52" EAST 2619.860 FEET BETWEEN THE SOUTHWEST CORNER AND THE WEST QUARTER CORNER OF SAID SECTION 13) AND RUNNING NORTH 00°02'52" EAST ALONG THE WEST LINE OF SECTION 13 FOR 129.269 FEET; THENCE SOUTH 89°57'07" EAST PERPENDICULAR TO SAID SECTION LINE FOR 506.133 FEET TO THE POINT OF BEGINNING; THENCE NORTH 53°27'06" EAST FOR 52.000 FEET; THENCE SOUTH 36°32'54" EAST FOR 27.000 FEET; THENCE SOUTH 53°27'06" WEST FOR 52.000 FEET; THENCE NORTH 36°32'54" WEST FOR 27.000 FEET TO THE POINT OF BEGINNING.

PARCEL 50: (NOTE: FOR INFORMATIONAL PURPOSES ONLY: PARCEL 26-24-155-001)

BEGINNING AT A WESTERLY CORNER OF THE DAYBREAK LAKE AVENUE EAST SUBDIVISION, SAID POINT ALSO BEING ON THE WESTERLY LINE OF LOT T3 OF THE KENNECOTT MASTER SUBDIVISION #1 AMENDED, SAID POINT LIES NORTH 89°56'03" WEST 9881.986 FEET ALONG THE DAYBREAK BASELINE SOUTH (BEING SOUTH 89°56'03" EAST 21225.293 FEET BETWEEN THE SOUTHWEST CORNER OF SECTION 22, TOWNSHIP 3 SOUTH, RANGE 2 WEST AND THE SOUTHEAST CORNER OF SECTION 19, TOWNSHIP 3 SOUTH, RANGE 1 WEST) AND NORTH 3275.287 FEET FROM THE SOUTHEAST CORNER OF SECTION 19, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE ALONG SAID LOT T3 NORTH 37°29'42" WEST 568.077 FEET; THENCE NORTH 53°27'06" EAST 1268.217 FEET TO A RIGHT-OF-WAY QUITCLAIM DEED RECORDED AS ENTRY NO. 10429973 IN BOOK 9607 AT PAGE 4745 IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER; THENCE ALONG SAID RIGHT-OF-WAY QUITCLAIM DEED SOUTH 36°32'54" EAST 568.000 FEET TO A NORTHERLY CORNER OF SAID DAYBREAK LAKE AVENUE EAST; THENCE ALONG SAID DAYBREAK LAKE AVENUE EAST SOUTH 53°27'06" WEST 1258.834 FEET TO THE POINT OF BEGINNING.

PARCEL 51: (NOTE: FOR INFORMATIONAL PURPOSES ONLY: PARCELS 26-24-400-023, 26-24-400-024)

EXCLUDED PARCEL B OF KENNECOTT DAYBREAK PLAT 3E SUBDIVISION AMENDING LOT T4 OF THE KENNECOTT MASTER SUBDIVISION #1 AMENDED AND ALSO AMENDING LOT O-103 OF THE KENNECOTT DAYBREAK PLAT 4 SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF RECORDED NOVEMBER 10, 2010 AS ENTRY NO. AS ENTRY NO. 11072222 IN BOOK 2010P OF PLATS AT PAGE 176 IN THE SALT LAKE COUNTY RECORDER'S OFFICE, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 3 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Article 45 - EXHIBIT A
LEGAL DESCRIPTION
(Continued)

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 24; THENCE SOUTH 89°58'42" EAST ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 587.479 FEET; THENCE LEAVING SAID LINE NORTH 00°01'18" EAST A DISTANCE OF 1164.329 FEET TO A POINT ON THE NORTHERLY BOUNDARY OF THE KENNECOTT DAYBREAK PLAT 3C SUBDIVISION RECORDED IN BOOK 2008P AT PAGE 291 IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE ALONG THE NORTHERLY BOUNDARY OF SAID KENNECOTT DAYBREAK PLAT 3C SUBDIVISION THE FOLLOWING SIX (6) COURSES; 1) THENCE SOUTH 53°27'06" WEST, A DISTANCE OF 113.33 FEET TO A POINT ON A 369.000 FOOT RADIUS CURVE TO THE RIGHT, THE CENTER OF WHICH BEARS NORTH 36°32'54" WEST; 2) THENCE SOUTHWESTERLY ALONG SAID CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 32°00'37" (CHORD BEARING AND DISTANCE OF SOUTH 69°27'24" WEST - 203.484 FEET) FOR A DISTANCE OF 206.155 FEET; 3) THENCE SOUTH 85°27'43" WEST, A DISTANCE OF 38.032 FEET TO A POINT ON A 429.140 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT, THE CENTER OF WHICH BEARS SOUTH 87°14'14" WEST; 4) THENCE NORTHEASTERLY ALONG SAID CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 29°55'44" (CHORD BEARING AND DISTANCE OF NORTH 17°43'38" WEST - 221.625 FEET) FOR A DISTANCE OF 224.165 FEET; 5) THENCE NORTH 32°41'30" WEST, FOR A DISTANCE OF 13.607 FEET; 6) THENCE NORTH 37°11'45" WEST, FOR A DISTANCE OF 40.656 FEET TO A POINT ON THE SOUTHERLY BOUNDARY OF THE KENNECOTT DAYBREAK VIEW PARKWAY SUBDIVISION RECORDED IN BOOK 2008P AT PAGE 229 IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER; THENCE NORTH 54°53'01" EAST, ALONG THE SOUTHERLY BOUNDARY OF SAID KENNECOTT DAYBREAK VIEW PARKWAY SUBDIVISION FOR A DISTANCE OF 269.30 FEET; THENCE SOUTH 36°32'54" EAST FOR A DISTANCE OF 333.54 FEET TO THE POINT OF BEGINNING.

TRACT 10:

PARCEL 52: (NOTE: FOR INFORMATIONAL PURPOSES ONLY: PARCEL I - 26-14-326-003)

BEGINNING AT AN EASTERLY CORNER OF LOT Z105 OF THE VP DAYBREAK OPERATIONS-INVESTMENTS PLAT 1 SUBDIVISION, SAID POINT LIES SOUTH 89°56'03" EAST 6197.136 FEET ALONG THE DAYBREAK BASELINE SOUTH (BEING SOUTH 89°56'03" EAST 21225.293 FEET BETWEEN THE SOUTHWEST CORNER OF SECTION 22, TOWNSHIP 3 SOUTH, RANGE 2 WEST AND THE SOUTHEAST CORNER OF SECTION 19, TOWNSHIP 3 SOUTH, RANGE 1 WEST) AND NORTH 6601.302 FEET FROM THE SOUTHWEST CORNER OF SECTION 22, TOWNSHIP 3 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE ALONG SAID LOT Z105 NORTH 00°01'49" WEST 849.253 FEET TO A POINT ON A 737.500 FOOT RADIUS NON TANGENT CURVE TO THE RIGHT, (RADIUS BEARS SOUTH 34°02'42" EAST, CHORD: NORTH 56°15'09" EAST 7.659 FEET); THENCE ALONG THE ARC OF SAID CURVE 7.659 FEET THROUGH A CENTRAL ANGLE OF 00°35'42" TO A POINT ON THE NORTHERLY LINE OF LOT T5 OF THE KENNECOTT MASTER SUBDIVISION AMENDED #1; THENCE ALONG SAID LOT T5 NORTH 63°32'01" EAST 181.098 FEET; THENCE NORTH 69°15'57" EAST 60.072 FEET TO A POINT ON A 762.500 FOOT RADIUS TANGENT CURVE TO THE LEFT, (RADIUS BEARS NORTH 20°44'03" WEST, CHORD: NORTH 61°47'55" EAST 198.188 FEET); THENCE ALONG THE ARC OF SAID CURVE 198.750 FEET THROUGH A CENTRAL ANGLE OF 14°56'04" TO A POINT ON SAID NORTHERLY LINE; THENCE ALONG SAID LOT T5 THE FOLLOWING (4) COURSES: 1) NORTH 63°32'01" EAST 1849.464 FEET; 2) SOUTH 00°02'49" WEST 455.422 FEET TO A POINT ON A 6295.000 FOOT RADIUS TANGENT CURVE TO THE LEFT, (RADIUS BEARS SOUTH 89°57'11" EAST, CHORD: SOUTH 06°29'17" EAST 1432.830 FEET); 3) ALONG THE ARC OF SAID CURVE 1435.942 FEET THROUGH A CENTRAL ANGLE OF 13°04'11"; 4) NORTH 89°51'12" WEST 2216.051 FEET TO THE POINT OF BEGINNING.

Article 46 - EXHIBIT A
LEGAL DESCRIPTION
(Continued)

LESS AND EXCEPTING THEREFROM ANY PORTION LYING WITHIN THE BOUNDS OF THE DAYBREAK NMU QUESTAR REGULATOR STATION PLAT, RECORDED OCTOBER 16, 2017 AS ENTRY NO. 12637435 IN BOOK 2017P AT PAGE 283 IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER.

PARCEL 53: (NOTE: FOR INFORMATIONAL PURPOSES ONLY: PARCEL L - 26-14-326-002) BEGINNING AT A POINT ON THE SOUTHERLY LINE OF LOT OS1 OF THE KENNECOTT MASTER SUBDIVISION AMENDED #1, SAID POINT ALSO BEING ON THE QUARTER SECTION LINE OF SECTION 14, TOWNSHIP 3 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, SAID POINT LIES SOUTH 89°56'03" EAST 7135.169 FEET ALONG THE DAYBREAK BASELINE SOUTH (BEING SOUTH 89°56'03" EAST 21225.293 FEET BETWEEN THE SOUTHWEST CORNER OF SECTION 22, TOWNSHIP 3 SOUTH, RANGE 2 WEST AND THE SOUTHEAST CORNER OF SECTION 19, TOWNSHIP 3 SOUTH, RANGE 1 WEST) AND NORTH 7919.940 FEET FROM THE SOUTHWEST CORNER OF SECTION 22, TOWNSHIP 3 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE ALONG SAID SOUTHERLY LINE SOUTH 63°32'01" WEST 602.272 FEET TO A POINT ON A 762.500 FOOT RADIUS NON TANGENT CURVE TO THE LEFT, (RADIUS BEARS NORTH 35°40'07" WEST, CHORD: NORTH 45°50'32" EAST 225.120 FEET); THENCE ALONG THE ARC OF SAID CURVE 225.946 FEET THROUGH A CENTRAL ANGLE OF 16°58'41"; THENCE NORTH 37°21'12" EAST 109.649 FEET TO A POINT ON A 737.500 FOOT RADIUS TANGENT CURVE TO THE RIGHT, (RADIUS BEARS SOUTH 52°38'48" EAST, CHORD: NORTH 38°38'50" EAST 33.307 FEET); THENCE ALONG THE ARC OF SAID CURVE 33.310 FEET THROUGH A CENTRAL ANGLE OF 02°35'16" TO A POINT ON SAID QUARTER SECTION LINE; THENCE ALONG SAID QUARTER SECTION LINE SOUTH 89°41'15" EAST 290.320 FEET TO THE POINT OF BEGINNING.

PARCEL 54: (NOTE: FOR INFORMATIONAL PURPOSES ONLY: PARCEL 27-19-153-005)

LOT C-202, KENNECOTT DAYBREAK VILLAGE CENTER 1A AMENDING PARCEL A AND PARCEL B OF THE KENNECOTT PHASE 11 SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT RECORDED APRIL 25, 2008 AS ENTRY NO. 10410248 IN BOOK 2008 OF PLATS AT PAGE 100, IN THE SALT LAKE COUNTY RECORDER'S OFFICE.

TRACT 11:

PARCEL 55: (NOTE: FOR INFORMATIONAL PURPOSES ONLY: PARCEL B - 26-23-276-003)

BEGINNING AT A POINT ON THE NORTHERLY LINE OF THE DAYBREAK LAKE AVENUE FROM MOUNTAIN VIEW CORRIDOR TO 6000 WEST SUBDIVISION, SAID POINT ALSO BEING THE SOUTHEASTERLY CORNER OF LOT Z107 OF THE VP DAYBREAK OPERATIONS-INVESTMENTS PLAT 1 SUBDIVISION, SAID POINT ALSO BEING A POINT ON A 949.000 FOOT RADIUS NON TANGENT CURVE TO THE RIGHT, (RADIUS BEARS NORTH 25°00'11" WEST, CHORD: SOUTH 81°04'34" WEST 525.680 FEET), SAID POINT LIES SOUTH 89°56'03" EAST 10618.504 FEET ALONG THE DAYBREAK BASELINE SOUTH (BEING SOUTH 89°56'03" EAST 21225.293 FEET BETWEEN THE SOUTHWEST CORNER OF SECTION 22, TOWNSHIP 3 SOUTH, RANGE 2 WEST AND THE SOUTHEAST CORNER OF SECTION 19, TOWNSHIP 3 SOUTH, RANGE 1 WEST) AND NORTH 2761.081 FEET FROM THE SOUTHWEST CORNER OF SECTION 22, TOWNSHIP 3 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE ALONG SAID LOT Z107 THE FOLLOWING (5) COURSES: 1) ALONG THE ARC OF SAID CURVE 532.644 FEET THROUGH A CENTRAL ANGLE OF 32°09'30"; 2) NORTH 82°50'41" WEST 1277.278 FEET TO A POINT ON A 1071.000 FOOT RADIUS TANGENT CURVE TO THE LEFT, (RADIUS BEARS SOUTH 07°09'19" WEST, CHORD: NORTH 89°03'27" WEST 231.810 FEET); 3) ALONG THE ARC OF SAID CURVE 232.264 FEET THROUGH A CENTRAL ANGLE OF 12°25'32"; 4) SOUTH 84°43'47" WEST 501.434 FEET TO A POINT ON A 1033.000 FOOT RADIUS NON TANGENT CURVE TO THE LEFT, (RADIUS BEARS SOUTH 75°11'24" WEST, CHORD: NORTH

Article 47 - EXHIBIT A
LEGAL DESCRIPTION
(Continued)

21°12'45" WEST 230.379 FEET); 5) ALONG THE ARC OF SAID CURVE 230.860 FEET THROUGH A CENTRAL ANGLE OF 12°48'17"; THENCE NORTH 56°26'31" EAST 1301.898 FEET; THENCE NORTH 58°42'58" EAST 635.976 FEET TO THE EASTERLY LINE OF SAID LOT Z107; THENCE ALONG SAID LOT Z107 SOUTH 36°48'17" EAST 1623.603 FEET TO THE POINT OF BEGINNING.

PARCEL 56: (NOTE: FOR INFORMATIONAL PURPOSES ONLY: PARCEL A - 26-23-276-002)

BEGINNING AT A POINT ON THE NORTHERLY LINE OF THE DAYBREAK LAKE AVENUE FROM MOUNTAIN VIEW CORRIDOR TO 6000 WEST SUBDIVISION, SAID POINT ALSO BEING THE SOUTHEASTERLY CORNER OF LOT Z107 OF THE VP DAYBREAK OPERATIONS-INVESTMENTS PLAT 1 SUBDIVISION, SAID POINT LIES SOUTH 89°56'03" EAST 10618.504 FEET ALONG THE DAYBREAK BASELINE SOUTH (BEING SOUTH 89°56'03" EAST 21225.293 FEET BETWEEN THE SOUTHWEST CORNER OF SECTION 22, TOWNSHIP 3 SOUTH, RANGE 2 WEST AND THE SOUTHEAST CORNER OF SECTION 19, TOWNSHIP 3 SOUTH, RANGE 1 WEST) AND NORTH 2761.081 FEET FROM THE SOUTHWEST CORNER OF SECTION 22, TOWNSHIP 3 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE ALONG SAID LOT Z107 NORTH 36°48'17" WEST 1623.603 FEET; THENCE NORTH 58°42'58" EAST 85.588 FEET; THENCE SOUTH 45°16'29" EAST 327.488 FEET; THENCE SOUTH 37°08'56" EAST 1129.970 FEET; THENCE SOUTH 00°00'12" WEST 25.310 FEET; THENCE SOUTH 40°29'39" EAST 159.810 FEET TO A POINT ON THE SAID NORTHERLY LINE OF DAYBREAK LAKE AVENUE FROM MOUNTAIN VIEW CORRIDOR TO 6000 WEST SUBDIVISION AND A POINT ON A 949.000 FOOT RADIUS NON TANGENT CURVE TO THE RIGHT, (RADIUS BEARS NORTH 33°15'17" WEST, CHORD: SOUTH 60°52'16" WEST 136.558 FEET); THENCE ALONG SAID NORTHERLY LINE AND THE ARC OF SAID CURVE 136.676 FEET THROUGH A CENTRAL ANGLE OF 08°15'06" TO THE POINT OF BEGINNING.

PARCEL 57: (NOTE: FOR INFORMATIONAL PURPOSES ONLY: EAST PARCEL C - 26-24-102-001)

BEGINNING AT A POINT ON THE WESTERLY LINE OF LOT T3 OF THE KENNECOTT MASTER SUBDIVISION #1 AMENDED, SAID POINT LIES NORTH 89°56'03" WEST 10252.121 FEET ALONG THE DAYBREAK BASELINE SOUTH (BEING SOUTH 89°56'03" EAST 21225.293 FEET BETWEEN THE SOUTHWEST CORNER OF SECTION 22, TOWNSHIP 3 SOUTH, RANGE 2 WEST AND THE SOUTHEAST CORNER OF SECTION 19, TOWNSHIP 3 SOUTH, RANGE 1 WEST) AND NORTH 3757.319 FEET FROM THE SOUTHEAST CORNER OF SECTION 19, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE ALONG SAID WESTERLY LINE NORTH 37°29'42" WEST 378.052 FEET; THENCE NORTH 53°27'06" EAST 403.929 FEET; THENCE NORTH 31°27'06" EAST 421.776 FEET; THENCE NORTH 53°27'06" EAST 480.130 FEET TO A RIGHT-OF-WAY QUITCLAIM DEED RECORDED AS ENTRY NO. 10429973 IN BOOK 9607 AT PAGE 4745 IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER; THENCE ALONG SAID RIGHT-OF-WAY QUITCLAIM DEED SOUTH 36°32'54" EAST 536.000 FEET; THENCE SOUTH 53°27'06" WEST 1268.877 FEET TO THE POINT OF BEGINNING.

TRACT 12:

PARCEL 58: (NOTE: FOR INFORMATIONAL PURPOSES ONLY: PARCEL D - 26-23-203-001)

BEGINNING AT A POINT ON THE WESTERLY LINE OF LOT Z107 OF THE VP DAYBREAK OPERATIONS-INVESTMENTS PLAT 1 SUBDIVISION, SAID POINT ALSO BEING A POINT ON A 1033.000 FOOT RADIUS NON TANGENT CURVE TO THE LEFT, (RADIUS BEARS SOUTH 58°42'52" WEST, CHORD: NORTH 32°25'18" WEST 40.969 FEET), SAID POINT LIES SOUTH 89°56'03" EAST 7984.871 FEET ALONG THE DAYBREAK BASELINE SOUTH (BEING SOUTH 89°56'03" EAST 21225.293 FEET BETWEEN THE SOUTHWEST CORNER OF SECTION 22, TOWNSHIP 3 SOUTH, RANGE 2 WEST AND THE SOUTHEAST

Article 48 - EXHIBIT A
LEGAL DESCRIPTION
(Continued)

CORNER OF SECTION 19, TOWNSHIP 3 SOUTH, RANGE 1 WEST) AND NORTH 3065.751 FEET FROM THE SOUTHWEST CORNER OF SECTION 22, TOWNSHIP 3 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE ALONG SAID LOT Z107 THE FOLLOWING (2) COURSES: 1) ALONG THE ARC OF SAID CURVE 40.972 FEET THROUGH A CENTRAL ANGLE OF 02°16'21''; 2) NORTH 33°33'29" WEST 1029.577 FEET; THENCE NORTH 54°38'21" EAST 1278.979 FEET TO A POINT ON A 4932.000 FOOT RADIUS TANGENT CURVE TO THE RIGHT, (RADIUS BEARS SOUTH 35°21'39" EAST, CHORD: NORTH 56°05'44" EAST 250.683 FEET); THENCE ALONG THE ARC OF SAID CURVE 250.710 FEET THROUGH A CENTRAL ANGLE OF 02°54'45''; THENCE NORTH 57°33'06" EAST 174.529 FEET TO THE EASTERLY LINE OF SAID LOT Z107; THENCE ALONG SAID LOT Z107 THE FOLLOWING (7) COURSES: 1) SOUTH 28°15'49" EAST 3.877 FEET TO A POINT ON A 2829.000 FOOT RADIUS NON TANGENT CURVE TO THE LEFT, (RADIUS BEARS NORTH 28°15'47" WEST, CHORD: NORTH 59°38'39" EAST 206.614 FEET); 2) ALONG THE ARC OF SAID CURVE 206.660 FEET THROUGH A CENTRAL ANGLE OF 04°11'08"; 3) NORTH 57°50'02" EAST 10.440 FEET; 4) SOUTH 36°33'03" EAST 0.580 FEET; 5) SOUTH 36°32'59" EAST 121.694 FEET TO A POINT ON A 6295.000 FOOT RADIUS NON TANGENT CURVE TO THE LEFT, (RADIUS BEARS NORTH 60°44'59" EAST, CHORD: SOUTH 33°01'39" EAST 829.387 FEET); 6) ALONG THE ARC OF SAID CURVE 829.988 FEET THROUGH A CENTRAL ANGLE OF 07°33'16"; 7) SOUTH 36°48'17" EAST 167.098 FEET; THENCE SOUTH 58°42'58" WEST 630.900 FEET; THENCE SOUTH 56°26'31" WEST 1298.467 FEET TO THE SAID WESTERLY LINE OF LOT Z107 AND THE POINT OF BEGINNING.

PARCEL 59: (NOTE: FOR INFORMATIONAL PURPOSES ONLY: PARCEL C - 26-23-226-001) BEGINNING AT A POINT ON THE EASTERLY LINE OF LOT Z107 OF THE VP DAYBREAK OPERATIONS- INVESTMENTS PLAT 1 SUBDIVISION, SAID POINT LIES SOUTH 89°56'03" EAST 9606.090 FEET ALONG THE DAYBREAK BASELINE SOUTH (BEING SOUTH 89°56'03" EAST 21225.293 FEET BETWEEN THE SOUTHWEST CORNER OF SECTION 22, TOWNSHIP 3 SOUTH, RANGE 2 WEST AND THE SOUTHEAST CORNER OF SECTION 19, TOWNSHIP 3 SOUTH, RANGE 1 WEST) AND NORTH 4112.995 FEET FROM THE SOUTHWEST CORNER OF SECTION 22, TOWNSHIP 3 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE ALONG SAID LOT Z107 THE FOLLOWING (2) COURSES: 1) NORTH 36°48'17" WEST 167.098 FEET TO A POINT ON A 6295.000 FOOT RADIUS TANGENT CURVE TO THE RIGHT, (RADIUS BEARS NORTH 53°11'43" EAST, CHORD: NORTH 33°01'39" WEST 829.387 FEET); 2) ALONG THE ARC OF SAID CURVE 829.988 FEET THROUGH A CENTRAL ANGLE OF 07°33'16"; THENCE SOUTH 36°32'59" EAST 838.941 FEET; THENCE SOUTH 45°16'29" EAST 164.815 FEET; THENCE SOUTH 58°42'58" WEST 75.530 FEET TO THE POINT OF BEGINNING.

TRACT 13:

PARCEL 60: (NOTE: FOR INFORMATIONAL PURPOSES ONLY: PARCEL M - 26-14-302-001)

BEGINNING AT A POINT ON THE SOUTHERLY LINE OF LOT OS1 OF THE KENNECOTT MASTER SUBDIVISION AMENDED #1, SAID POINT LIES SOUTH 89°56'03" EAST 6365.175 FEET ALONG THE DAYBREAK BASELINE SOUTH (BEING SOUTH 89°56'03" EAST 21225.293 FEET BETWEEN THE SOUTHWEST CORNER OF SECTION 22, TOWNSHIP 3 SOUTH, RANGE 2 WEST AND THE SOUTHEAST CORNER OF SECTION 19, TOWNSHIP 3 SOUTH, RANGE 1 WEST) AND NORTH 7535.713 FEET FROM THE SOUTHWEST CORNER OF SECTION 22, TOWNSHIP 3 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE ALONG SAID SOUTHERLY LINE SOUTH 63°32'01" WEST 181.098 FEET TO A POINT ON A 737.500 FOOT RADIUS NON TANGENT CURVE TO THE RIGHT, (RADIUS BEARS SOUTH 33°27'00" EAST, CHORD: NORTH 62°54'28" EAST 163.341 FEET); THENCE ALONG THE ARC OF SAID CURVE 163.677 FEET THROUGH A CENTRAL ANGLE OF 12°42'57"; THENCE NORTH 69°15'57" EAST 17.855 FEET TO THE POINT OF BEGINNING.

Article 49 - EXHIBIT A
LEGAL DESCRIPTION
(Continued)

PARCEL 61: (NOTE: FOR INFORMATIONAL PURPOSES ONLY: PARCEL N - 26-14-301-001)

BEGINNING AT A SOUTHWESTERLY CORNER OF LOT OS1 OF THE KENNECOTT MASTER SUBDIVISION AMENDED #1, SAID POINT LIES SOUTH 89°56'03" EAST 4624.729 FEET ALONG THE DAYBREAK BASELINE SOUTH (BEING SOUTH 89°56'03" EAST 21225.293 FEET BETWEEN THE SOUTHWEST CORNER OF SECTION 22, TOWNSHIP 3 SOUTH, RANGE 2 WEST AND THE SOUTHEAST CORNER OF SECTION 19, TOWNSHIP 3 SOUTH, RANGE 1 WEST) AND NORTH 6821.002 FEET FROM THE SOUTHWEST CORNER OF SECTION 22, TOWNSHIP 3 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE ALONG SAID LOT OS1 AND AN EASTERLY LINE OF THE KENNECOTT DAYBREAK BINGHAM CREEK SUBDIVISION NORTH 00°04'27" WEST 1530.859 FEET TO THE NORTHEAST CORNER OF LOT P-131 OF SAID KENNECOTT DAYBREAK BINGHAM CREEK; THENCE ALONG THE EXTENSION OF THE NORTHERLY LINE OF SAID LOT P-131 SOUTH 71°47'05" EAST 520.385 FEET; THENCE NORTH 89°57'35" EAST 168.018 FEET TO THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 15, T3S, R2W; THENCE ALONG SAID EAST LINE NORTH 00°02'25" WEST 324.973 FEET; THENCE SOUTH 75°51'05" EAST 459.247 FEET; THENCE SOUTH 78°57'17" EAST 85.000 FEET TO A POINT ON A 782.500 FOOT RADIUS NON TANGENT CURVE TO THE RIGHT, (RADIUS BEARS SOUTH 78°57'17" EAST, CHORD: NORTH 26°43'44" EAST 423.059 FEET); THENCE ALONG THE ARC OF SAID CURVE 428.389 FEET THROUGH A CENTRAL ANGLE OF 31°22'02" TO A POINT OF REVERSE CURVATURE WITH A 867.500 FOOT RADIUS TANGENT CURVE TO THE LEFT, (RADIUS BEARS NORTH 47°35'15" WEST, CHORD: NORTH 30°36'33" EAST 354.898 FEET); THENCE ALONG THE ARC OF SAID CURVE 357.421 FEET THROUGH A CENTRAL ANGLE OF 23°36'24" TO THE NORTHERLY LINE OF SAID LOT OS1; THENCE ALONG SAID NORTHERLY LINE NORTH 89°07'05" EAST 99.010 FEET TO A WESTERLY LINE OF SAID KENNECOTT DAYBREAK BINGHAM CREEK; THENCE ALONG SAID KENNECOTT DAYBREAK BINGHAM CREEK THE FOLLOWING (4) COURSES: 1) SOUTH 29°24'49" WEST 956.988 FEET; 2) SOUTH 710.904 FEET; 3) EAST 252.711 FEET TO A POINT ON A 5658.038 FOOT RADIUS NON TANGENT CURVE TO THE RIGHT, (RADIUS BEARS SOUTH 38°21'56" EAST, CHORD: NORTH 55°07'24" EAST 688.634 FEET); 4) ALONG THE ARC OF SAID CURVE 689.060 FEET THROUGH A CENTRAL ANGLE OF 06°58'40" TO A POINT ON THE QUARTER SECTION LINE OF SECTION 14, TOWNSHIP 3 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN; THENCE ALONG SAID QUARTER SECTION LINE SOUTH 89°41'15" EAST 156.928 FEET; THENCE SOUTH 37°21'12" WEST 108.797 FEET TO A POINT ON A 718.000 FOOT RADIUS TANGENT CURVE TO THE RIGHT, (RADIUS BEARS NORTH 52°38'48" WEST, CHORD: SOUTH 53°18'35" WEST 394.761 FEET); THENCE ALONG THE ARC OF SAID CURVE 399.911 FEET THROUGH A CENTRAL ANGLE OF 31°54'45"; THENCE SOUTH 69°15'57" WEST 77.927 FEET TO A POINT ON A 782.000 FOOT RADIUS TANGENT CURVE TO THE LEFT, (RADIUS BEARS SOUTH 20°44'03" EAST, CHORD: SOUTH 61°56'57" WEST 199.178 FEET); THENCE ALONG THE ARC OF SAID CURVE 199.720 FEET THROUGH A CENTRAL ANGLE OF 14°37'59"; THENCE SOUTH 54°37'58" WEST 262.108 FEET TO THE SOUTHERLY LINE OF SAID LOT OS1; THENCE ALONG SAID LOT OS1 THE FOLLOWING (3) COURSES: 1) SOUTH 63°32'01" WEST 892.423 FEET TO A POINT ON A 1000.000 FOOT RADIUS TANGENT CURVE TO THE RIGHT, (RADIUS BEARS NORTH 26°27'59" WEST, CHORD: SOUTH 76°43'46" WEST 456.569 FEET); 2) ALONG THE ARC OF SAID CURVE 460.630 FEET THROUGH A CENTRAL ANGLE OF 26°23'32"; 3) SOUTH 89°55'32" WEST 75.203 FEET TO THE POINT OF BEGINNING.

PARCEL 62: (NOTE: FOR INFORMATIONAL PURPOSES ONLY: PARCEL 26-15-276-006)

A PORTION OF LOT OS1, OF AMENDED LOTS B2, B3, OS2, T4, V4, V7 & WTC2 KENNECOTT MASTER SUBDIVISION #1, ACCORDING TO THE OFFICIAL PLAT RECORDED SEPTEMBER 19, 2003 IN BOOK 2003P AT PAGE 303, IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Article 50 - EXHIBIT A
LEGAL DESCRIPTION
(Continued)

A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP 3 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 15 (BASIS OF BEARING SOUTH 00°02'25" EAST - 2650.848 FEET BETWEEN THE NORTHEAST CORNER AND THE EAST QUARTER CORNER OF SAID SECTION 15) AND RUNNING SOUTH 00°02'25" EAST ALONG THE EAST LINE OF SAID SECTION 15 FOR A DISTANCE OF 1490.882 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY OF THE FORMER DENVER & RIO GRANDE RAILROAD (DRGRR) SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 00°02'25" EAST ALONG THE EAST LINE OF SAID SECTION 15 FOR A DISTANCE OF 897.801 FEET; THENCE SOUTH 89°57'35" WEST FOR 168.008 FEET; THENCE NORTH 71°47'05" WEST FOR 1305.398 FEET; THENCE NORTH 43°52'57" WEST FOR 323.001 FEET TO A POINT ON SAID SOUTHERLY RIGHT-OF-WAY OF THE FORMER DENVER & RIO GRANDE RAILROAD (DRGRR); THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY OF THE FORMER DENVER & RIO GRANDE RAILROAD (DRGRR) THE FOLLOWING TWO (2) CALLS: 1.) NORTH 89°07'05" EAST FOR A DISTANCE OF 225.840 FEET; 2.) THENCE WITH A CURVE TO THE LEFT HAVING A RADIUS OF 4397.183 FEET, WITH A CENTRAL ANGLE OF 18°41'30" (CHORD BEARING AND DISTANCE OF NORTH 79°46'20" EAST - 1428.144 FEET) FOR AN ARC LENGTH OF 1434.497 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPTING THEREFROM ANY PORTION LYING WITHIN THE BOUNDS OF DAYBREAK COMMERCE PARK PLAT 5 SUBDIVISION, AMENDING LOTS B2, OS1, AND THE DRGRR PARCEL OF THE KENNECOTT MASTER SUBDIVISION #1 AMENDED, ACCORDING TO THE OFFICIAL PLAT THEREOF RECORDED ON NOVEMBER 16, 2018 AS ENTRY NO. 12887764 IN BOOK 2018P OF PLATS AT PAGE 395 IN THE OFFICE OF THE RECORDER, SALT LAKE COUNTY, UTAH.

PARCEL 63: (NOTE: FOR INFORMATIONAL PURPOSES ONLY: PARCEL 26-15-276-005)

A PARCEL OF LAND LOCATED IN THE NORTH HALF OF SECTION 15 AND THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 3 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 15 (BASIS OF BEARING SOUTH 00°02'25" EAST - 2650.848 FEET BETWEEN THE NORTHEAST CORNER AND THE EAST QUARTER CORNER OF SAID SECTION 15) AND RUNNING SOUTH 00°02'25" EAST ALONG THE EAST LINE OF SAID SECTION 15 FOR A DISTANCE OF 220.433 FEET; THENCE NORTH 89°57'35" EAST PERPENDICULAR TO SAID SECTION LINE FOR A DISTANCE OF 1809.333 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF THE FORMER DENVER & RIO GRANDE RAILROAD (DRGRR) PARCEL SHOWN ON THE KENNECOTT MASTER SUBDIVISION #1 RECORDED IN BOOK 2002P AT PAGE 273 IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE SOUTH 00°04'17" WEST FOR 238.901 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID FORMER DENVER & RIO GRANDE RAILROAD (DRGRR) PARCEL; THENCE ALONG THE BOUNDARY OF SAID FORMER DENVER & RIO GRANDE RAILROAD (DRGRR) PARCEL THE FOLLOWING TEN (10) CALLS: 1.) SOUTH 56°54'49" WEST FOR 1051.300 FEET; 2.) THENCE WITH A CURVE TO THE RIGHT HAVING A RADIUS OF 4397.183 FEET WITH A CENTRAL ANGLE OF 32°12'16" (CHORD BEARING AND DISTANCE OF SOUTH 73°00'57" WEST - 2439.140 FEET) FOR AN ARC LENGTH OF 2471.547 FEET; 3.) THENCE SOUTH 89°07'05" WEST FOR 1572.971 FEET; 4.) THENCE NORTH 78°14'53" WEST FOR 407.402 FEET; 5.) THENCE SOUTH 89°55'33" WEST FOR 1661.830 FEET; 6.) THENCE NORTH 89°07'34" EAST FOR 1067.497 FEET; 7.) THENCE NORTH 00°12'08" WEST FOR 87.624 FEET; 8.) THENCE NORTH 89°07'05" EAST FOR 2563.638 FEET; 9.) THENCE WITH A CURVE TO THE LEFT HAVING A RADIUS OF 4197.183 FEET WITH A CENTRAL ANGLE OF 32°12'16" (CHORD BEARING AND DISTANCE OF NORTH 73°00'57"

Article 51 - EXHIBIT A
LEGAL DESCRIPTION
(Continued)

EAST - 2328.199 FEET) FOR A ARC LENGTH OF 2359.132 FEET; 10.) THENCE NORTH 56°54'49" EAST FOR 1181.966 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPTING THEREFROM ANY PORTION LYING WITHIN THE BOUNDS OF KENNECOTT DAYBREAK BINGHAM CREEK, AMENDING PORTIONS OF LOTS B1, B2, OS1, OS2, WTC1 AND V3 OF THE KENNECOTT MASTER SUBDIVISION #1 AMENDED, ACCORDING TO THE OFFICIAL PLAT RECORDED DECEMBER 30, 2009 AS ENTRY NO. 10869681 IN BOOK 2009P AT PAGE 193 THEREOF ON FILE AND OF RECORD IN THE SALT LAKE COUNTY RECORDER'S OFFICE.

ALSO LESS AND EXCEPTING THEREFROM ANY PORTION LYING WITH THE BOUNDS OF KENNECOTT DAYBREAK CRIMSON VIEW DRIVE AND PROSPERITY ROAD DEDICATION PLAT, ACCORDING TO THE OFFICIAL PLAT RECORDED SEPTEMBER 17, 2010 AS ENTRY NO. 11033843 IN BOOK 2010P AT PAGE 151 THEREOF ON FILE AND OF RECORD IN THE SALT LAKE COUNTY RECORDER'S OFFICE.

ALSO LESS AND EXCEPTING THEREFROM ANY PORTION LYING WITHIN THE BOUNDS OF KENNECOTT DAYBREAK COMMERCE PARK PLAT 3, AMENDING LOTS B1 AND B2 OF THE KENNECOTT MASTER SUBDIVISION #1 AMENDED, ACCORDING TO THE OFFICIAL PLAT RECORDED JANUARY 9, 2015 AS ENTRY NO. 11973866 IN BOOK 2015P AT PAGE 5 THEREOF ON FILE AND OF RECORD IN THE SALT LAKE COUNTY RECORDER'S OFFICE.

ALSO LESS AND EXCEPTING THEREFROM ANY PORTION LYING WITHIN THE BOUNDS OF KENNECOTT DAYBREAK COMMERCE PARK PLAT 4, AMENDING PARCEL A OF THE LOTS B1 AND B2 OF THE KENNECOTT DAYBREAK COMMERCE PARK PLAT 2 AND LOT B1 AND DRGRR PARCEL OF THE KENNECOTT MASTER SUBDIVISION #1 AMENDED, ACCORDING TO THE OFFICIAL PLAT RECORDED DECEMBER 23, 2016 AS ENTRY NO. 12440459 IN BOOK 2016P AT PAGE 340 THEREOF ON FILE AND OF RECORD IN THE SALT LAKE COUNTY RECORDER'S OFFICE.

ALSO LESS AND EXCEPTING THEREFROM ANY PORTION LYING WITHIN THE BOUNDS OF DAYBREAK COMMERCE PARK PLAT 5 SUBDIVISION, AMENDING LOTS B2, OS1, AND THE DRGRR PARCEL OF THE KENNECOTT MASTER SUBDIVISION #1 AMENDED, ACCORDING TO THE OFFICIAL PLAT THEREOF RECORDED ON NOVEMBER 16, 2018 AS ENTRY NO. 12887764 IN BOOK 2018P OF PLATS AT PAGE 395 IN THE OFFICE OF THE RECORDER, SALT LAKE COUNTY, UTAH.

TRACT 14:

PARCEL 64: (NOTE: FOR INFORMATIONAL PURPOSES ONLY: PARCELS 26-24-178-001, 26-24-178-003)

BEGINNING AT THE WESTERNMOST CORNER OF LOT C-106 OF THE DAYBREAK UNIVERSITY MEDICAL #2 SUBDIVISION, SAID POINT ALSO BEING ON THE SOUTHWEST LINE OF LOT T4 OF THE KENNECOTT MASTER SUBDIVISION #1 AMENDED, SAID POINT LIES NORTH 89°58'44" WEST 602.643 FEET ALONG THE SECTION LINE AND NORTH 1559.595 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 24, TOWNSHIP 3 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE ALONG SAID LOT T4 AND LOT T3 OF SAID KENNECOTT MASTER SUBDIVISION #1 AMENDED NORTH 37°29'42" WEST 2018.099 FEET TO A SOUTHERLY CORNER OF DAYBREAK LAKE AVENUE EAST SUBDIVISION; THENCE ALONG SAID LAKE AVENUE NORTH 53°27'06" EAST 1256.488 FEET TO AN EASTERLY CORNER OF SAID DAYBREAK LAKE AVENUE EAST, ALSO BEING A POINT ON A RIGHT-OF-WAY QUITCLAIM DEED RECORDED AS ENTRY NO. 10429973 IN BOOK 9607 AT PAGE 4745 IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER; THENCE ALONG SAID RIGHT-OF-WAY QUITCLAIM DEED THE FOLLOWING (3) COURSES: 1) SOUTH 36°32'54" EAST 49.383 FEET TO A POINT ON A 35063.500 FOOT RADIUS TANGENT CURVE TO THE LEFT, (RADIUS BEARS NORTH 53°27'06" EAST, CHORD: SOUTH 36°38'04" EAST 105.291

Article 52 - EXHIBIT A
LEGAL DESCRIPTION
(Continued)

FEET); 2) ALONG THE ARC OF SAID CURVE 105.291 FEET THROUGH A CENTRAL ANGLE OF 00°10'19"; 3) SOUTH 36°43'14" EAST 862.138 FEET TO THE NORTHERLY CORNER OF THE PROPOSED DAYBREAK SOUTH STATION LIBRARY SUBDIVISION; THENCE ALONG SAID DAYBREAK SOUTH STATION LIBRARY THE FOLLOWING (3) COURSES: 1) SOUTH 53°28'22" WEST 367.747 FEET; 2) SOUTH 53°27'06" WEST 69.000 FEET; 3) SOUTH 36°32'54" EAST 303.814 FEET TO THE SOUTHEAST LINE OF TAX PARCEL NUMBER 26-24-176-004; THENCE ALONG SAID TAX PARCEL NUMBER 26-24-176-004 THE FOLLOWING (5) COURSES: 1) SOUTH 53°04'59" WEST 318.872 FEET TO A POINT ON A 97.996 FOOT RADIUS NON TANGENT CURVE TO THE LEFT, (RADIUS BEARS SOUTH 25°41'53" WEST, CHORD: NORTH 85°06'55" WEST 69.640 FEET); 2) ALONG THE ARC OF SAID CURVE 71.196 FEET THROUGH A CENTRAL ANGLE OF 41°37'35"; 3) NORTH 36°32'54" WEST 3.916 FEET; 4) SOUTH 53°27'06" WEST 381.520 FEET; 5) SOUTH 37°29'42" EAST 745.390 FEET TO THE NORTHWESTERLY LINE OF SAID LOT C-106; THENCE ALONG SAID NORTHWESTERLY LINE SOUTH 53°27'06" WEST 48.871 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPTING THEREFROM ANY PORTION LYING WITHIN DAYBREAK SOUTH JORDAN CITY PUBLIC SAFETY CENTER, ACCORDING TO THE OFFICIAL PLAT THEREOF RECORDED APRIL 2, 2019 AS ENTRY NO. 12961132 IN BOOK 2019P AT PAGE 111.

ALSO LESS AND EXCEPTING THEREFROM ALL THAT PORTION LYING WITHIN DAYBREAK SOUTH STATION PLAT 3 AMENDING LOT T4 OF THE KENNECOTT DAYBREAK MASTER SUBDIVISION #1 AMENDED RECORDED JUNE 3, 2020 AS ENTRY NO. 13288782 IN BOOK 2020P OF PLATS AT PAGE 132, ON FILE AND OF RECORD IN THE SALT LAKE COUNTY RECORDER'S OFFICE.

PARCEL 65: (NOTE: FOR INFORMATIONAL PURPOSES ONLY: PARCELS 26-24-456-013, 26-24-456-012, 26-24-456-014, 26-24-456-015, 26-24-456-016)

LOTS C-102, C-103, C-104, C-105 AND C-106, KENNECOTT DAYBREAK AMENDED 11400/MVC SE COMMERCIAL #1 SUBDIVISION, AMENDING LOTS C-102 AND C-103 AND A PORTION OF LOT C-101 OF THE KENNECOTT DAYBREAK 11400/MVC SE COMMERCIAL #1 SUBDIVISION, RECORDED OCTOBER 26, 2011 AS ENTRY NO. 11267896 IN BOOK 2011P OF PLATS AT PAGE 134, ON FILE IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER, STATE OF UTAH.

PARCEL 66: (NOTE: FOR INFORMATIONAL PURPOSES ONLY: PARCELS 26-24-456-017, 26-24-456-018)

LOTS C-107 AND C-108, KENNECOTT DAYBREAK AMENDED 11400/MVC SE COMMERCIAL #1 SUBDIVISION, AMENDING LOTS C-102 AND C-103 AND A PORTION OF LOT C-101 OF THE KENNECOTT DAYBREAK 11400/MVC SE COMMERCIAL #1 SUBDIVISION, RECORDED OCTOBER 26, 2011 AS ENTRY NO. 11267896 IN BOOK 2011P OF PLATS AT PAGE 134, ON FILE IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER, STATE OF UTAH.

PARCEL 67: (NOTE: FOR INFORMATIONAL PURPOSES ONLY: PARCEL 26-24-176-007)

LOT C-103, OF DAYBREAK SOUTH STATION PLAT 3 AMENDING LOT T4 OF THE KENNECOTT DAYBREAK MASTER SUBDIVISION #1 AMENDED RECORDED JUNE 3, 2020 AS ENTRY NO. 13288782 IN BOOK 2020P OF PLATS AT PAGE 132, ON FILE AND OF RECORD IN THE SALT LAKE COUNTY RECORDER'S OFFICE.

TRACT 15:

PARCEL 68: (NOTE: FOR INFORMATIONAL PURPOSES ONLY: PARCELS 26-13-354-001, 26-24-326-014)

Article 53 - EXHIBIT A
LEGAL DESCRIPTION
(Continued)

BEGINNING AT THE NORTHWEST CORNER OF SECTION 24, TOWNSHIP 3 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, SAID POINT ALSO BEING A WESTERLY BOUNDARY CORNER OF LOT T3 OF AMENDED LOTS B2, B3, OS2, T4, V4, V7, & WTC2 KENNECOTT MASTER SUBDIVISION #1 AND RUNNING THENCE NORTH 00°02'52" EAST 1155.24 FEET ALONG THE WESTERLY LINE OF SAID LOT T3 TO THE SOUTHWEST LINE OF UTA PROPERTY AND A POINT ON A 1274.500 FOOT RADIUS NON TANGENT CURVE TO THE LEFT, (RADIUS BEARS NORTH 65°32'56" EAST); THENCE ALONG SAID SOUTHWEST LINE THE FOLLOWING (10) COURSES: ALONG THE ARC OF SAID CURVE 232.616 FEET THROUGH A CENTRAL ANGLE OF 10°27'27"; THENCE NORTH 53°27'06" EAST 11.00 FEET TO A POINT ON A 1263.500 FOOT RADIUS NON TANGENT CURVE TO THE LEFT, (RADIUS BEARS NORTH 55°06'21" EAST); THENCE ALONG THE ARC OF SAID CURVE 36.478 FEET THROUGH A CENTRAL ANGLE OF 01°39'15"; THENCE SOUTH 36°32'54" EAST 2919.31 FEET TO A POINT ON A 35063.500 FOOT RADIUS TANGENT CURVE TO THE LEFT, (RADIUS BEARS NORTH 53°27'06" EAST); THENCE ALONG THE ARC OF SAID CURVE 105.291 FEET THROUGH A CENTRAL ANGLE OF 00°10'19"; THENCE SOUTH 36°43'14" EAST 917.61 FEET; THENCE SOUTH 53°16'46" WEST 16.00 FEET; THENCE SOUTH 36°43'14" EAST 12.00 FEET; THENCE NORTH 53°16'46" EAST 16.00 FEET; THENCE SOUTH 36°43'14" EAST 877.04 FEET TO THE NORTHEAST CORNER OF KENNECOTT DAYBREAK UNIVERSITY MEDICAL #1 AMENDED AND THE NORTH LINE OF DUCKHORN DRIVE; THENCE SOUTH 53°27'06" WEST 869.41 FEET ALONG SAID NORTH LINE OF DUCKHORN DRIVE AND SAID UNIVERSITY MEDICAL #1 AMENDED; THENCE ALONG THE WEST LINE OF VADANIA DRIVE AND THE WEST LINE OF SAID UNIVERSITY MEDICAL #1 AMENDED THE FOLLOWING (3) COURSES: SOUTH 36°32'54" EAST 530.55 FEET TO A POINT ON A 2536.000 FOOT RADIUS TANGENT CURVE TO THE LEFT, (RADIUS BEARS NORTH 53°27'06" EAST); THENCE ALONG THE ARC OF SAID CURVE 28.658 FEET THROUGH A CENTRAL ANGLE OF 00°38'51"; THENCE SOUTH 37°11'45" EAST 34.57 FEET TO THE NORTH LINE OF DAYBREAK PARKWAY THE FOLLOWING (2) COURSES: SOUTH 54°53'01" WEST 256.87 FEET; THENCE SOUTH 58°48'45" WEST 94.88 FEET TO THE WEST LINE OF LOT T4 SAID KENNECOTT MASTER SUBDIVISION #1; THENCE NORTH 37°29'42" WEST 3929.74 FEET ALONG THE WEST LINES OF SAID LOTS T4 AND T3; THENCE NORTH 00°00'12" EAST 90.77 FEET; THENCE NORTH 33°40'19" WEST 1117.45 FEET TO A POINT ON SAID LOT T3; THENCE NORTH 89°58'54" EAST 619.61 FEET ALONG SAID LOT T3 TO THE POINT OF BEGINNING.

LESS AND EXCEPTING THEREFROM THE FOLLOWING:

BEGINNING NORTH 00°02'52" EAST 129.27 FEET AND SOUTH 89°57'07" EAST 506.13 FEET FROM THE SOUTHWEST CORNER OF SECTION 13, TOWNSHIP 3 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE NORTH 53°27'06" EAST 52 FEET; THENCE SOUTH 36°32'54" EAST 27 FEET; THENCE SOUTH 53°27'06" WEST 52 FEET; THENCE NORTH 36°32'54" WEST 27 FEET TO THE POINT OF BEGINNING.

ALSO LESS AND EXCEPTING THEREFROM ANY PORTION LYING WITHIN SOUTH JORDAN PARKWAY AS DEFINED BY THE KENNECOTT DAYBREAK SOUTH JORDAN PARKWAY RIGHT-OF-WAY DEDICATION PLAT (5360 WEST TO MOUNTAIN VIEW CORRIDOR) AMENDING LOT T3 OF THE KENNECOTT MASTER SUBDIVISION #1 AMENDED RECORDED ON NOVEMBER 6, 2015 AS ENTRY NO. 12166305 IN BOOK 2015P AT PAGE 257 ON FILE AND OF RECORD IN THE SALT LAKE COUNTY RECORDER'S OFFICE.

ALSO LESS AND EXCEPTING THEREFROM THAT PORTION CONVEYED TO UTAH DEPARTMENT OF TRANSPORTATION AS DISCLOSED BY QUIT CLAIM DEED (CONTROLLED ACCESS) RECORDED JANUARY 19, 2016 AS ENTRY NO. 12207636 IN BOOK 10396 AT PAGE 4456 OF OFFICIAL RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PARCEL OF LAND IN FEE FOR A HIGHWAY KNOWN AS PROJECT NO. MP-0182(6), BEING PART OF AN ENTIRE TRACT OF PROPERTY, SITUATE IN THE SOUTHEAST QUARTER OF THE SOUTHWEST

Article 54 - EXHIBIT A
LEGAL DESCRIPTION
(Continued)

QUARTER OF SECTION 24, TOWNSHIP 3 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, SAID PART OF AN ENTIRE TRACT OF PROPERTY ALSO OF BEING PART OF LOT WTC2 OF AMENDED LOTS B2, B3, 0S2, T4, V4, V7, & WTC2, KENNECOTT MASTER SUBDIVISION #1, ACCORDING TO THE OFFICIAL PLAT, ON FILE, RECORDED ON SEPTEMBER 19, 2003, AS ENTRY NO. 8824749 IN BOOK 2003P AT PAGE 303 IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER, UTAH. THE BOUNDARIES OF SAID PARCEL OF LAND ARE DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE EASTERLY BOUNDARY LINE OF LOT UPL 4 OF SAID AMENDED KENNECOTT MASTER SUBDIVISION #1, WHICH POINT IS 812.94 FEET NORTH 37°29'42" WEST ALONG THE WESTERLY LOT LINE, AND 250.00 FEET NORTH 52°30'18" EAST FROM THE SOUTHWEST CORNER OF LOT UPL 4, WHICH POINT IS ALSO 100.94 FEET PERPENDICULARLY DISTANT NORTHWESTERLY FROM THE DAYBREAK PARKWAY RIGHT OF WAY CONTROL LINE FOR SAID PROJECT, OPPOSITE APPROXIMATE ENGINEER STATION 154+82.21; AND RUNNING THENCE NORTH 66°17'02" EAST 123.09 FEET TO A POINT 73.63 FEET PERPENDICULARLY DISTANT NORTHWESTERLY FROM SAID CONTROL LINE, OF SAID PROJECT, OPPOSITE APPROXIMATE ENGINEER STATION 156+02.24; THENCE SOUTH 54°53'05" WEST 25.26 FEET; THENCE SOUTH 58°48'56" WEST 94.89 FEET TO THE EASTERLY BOUNDARY LINE OF LOT UPL 4; THENCE NORTH 37°29'42" WEST 17.84 FEET ALONG SAID EASTERLY BOUNDARY LINE TO THE POINT OF BEGINNING AS SHOWN ON THE OFFICIAL MAP OF SAID PROJECT ON FILE IN THE OFFICE OF THE UTAH DEPARTMENT OF TRANSPORTATION.

(NOTE: ROTATE ALL BEARINGS IN THE ABOVE DESCRIPTION 0°19'21" CLOCKWISE TO MATCH THE ABOVE SAID RIGHT OF WAY CONTROL LINE.)

(NOTE: ENGINEER STATIONS USED IN THE ABOVE DOCUMENT ARE BASED ON THE MOUNTAIN VIEW CORRIDOR RIGHT OF WAY CONTROL LINE FOR HIGHWAY PROJECT NO. MP-0182(6)).

ALSO LESS AND EXCEPTING THEREFROM ANY PORTION LYING WITHIN EAST TOWN CENTER ROADWAY DEDICATION PLAT IN LIEU OF CONDEMNATION AMENDING LOT T3 OF THE KENNECOTT MASTER SUBDIVISION #1 AMENDED RECORDED ON AUGUST 28, 2019 AS ENTRY NO. 13061698 IN BOOK 2019P AT PAGE 238 ON FILE AND OF RECORD IN THE SALT LAKE COUNTY RECORDER'S OFFICE.

ALSO LESS AND EXCEPTING THEREFROM THE FOLLOWING:

BEGINNING AT A POINT THAT LIES NORTH 89°56'03" WEST 10738.496 FEET ALONG THE DAYBREAK BASELINE SOUTH (BEING SOUTH 89°56'03" EAST 21225.293 FEET BETWEEN THE SOUTHWEST CORNER OF SECTION 22, TOWNSHIP 3 SOUTH, RANGE 2 WEST AND THE SOUTHEAST CORNER OF SECTION 19, TOWNSHIP 3 SOUTH, RANGE 1 WEST) AND NORTH 4500.702 FEET FROM THE SOUTHEAST CORNER OF SECTION 19, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE NORTH 33°40'19" WEST 942.252 FEET TO A NORTHERLY LINE OF LOT T3 OF THE KENNECOTT MASTER SUBDIVISION #1 AMENDED; THENCE ALONG SAID LOT T3 THE FOLLOWING (2) COURSES: 1) NORTH 89°58'54" EAST 619.610 FEET; 2) NORTH 00°02'52" EAST 867.985 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF SOUTH JORDAN PARKWAY; THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE NORTH 53°27'06" EAST 154.478 FEET TO A RIGHT-OF-WAY QUITCLAIM DEED RECORDED AS ENTRY NO. 10429973 IN BOOK 9607 AT PAGE 4745 IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER AND A POINT ON A 1263.500 FOOT RADIUS NON TANGENT CURVE TO THE LEFT, (RADIUS BEARS NORTH 55°06'21" EAST, CHORD: SOUTH 35°43'17" EAST 36.477 FEET); THENCE ALONG SAID RIGHT-OF-WAY QUITCLAIM DEED THE FOLLOWING (2) COURSES: 1) ALONG THE ARC OF SAID CURVE 36.478 FEET THROUGH A CENTRAL ANGLE OF 01°39'15"; 2) SOUTH 36°32'54" EAST 909.355 FEET; THENCE SOUTH 53°27'06" WEST 63.352 FEET; THENCE SOUTH 56°36'58" WEST 127.043 FEET; THENCE

Article 55 - EXHIBIT A
LEGAL DESCRIPTION
(Continued)

SOUTH 31°27'06" WEST 881.722 FEET; THENCE SOUTH 53°27'06" WEST 208.870 FEET TO THE POINT OF BEGINNING.

ALSO LESS AND EXCEPTING THEREFROM THE FOLLOWING:

BEGINNING AT A POINT ON THE WESTERLY LINE OF LOT T3 OF THE KENNECOTT MASTER SUBDIVISION #1 AMENDED, SAID POINT LIES NORTH 89°56'03" WEST 10506.588 FEET ALONG THE DAYBREAK BASELINE SOUTH (BEING SOUTH 89°56'03" EAST 21225.293 FEET BETWEEN THE SOUTHWEST CORNER OF SECTION 22, TOWNSHIP 3 SOUTH, RANGE 2 WEST AND THE SOUTHEAST CORNER OF SECTION 19, TOWNSHIP 3 SOUTH, RANGE 1 WEST) AND NORTH 4088.717 FEET FROM THE SOUTHEAST CORNER OF SECTION 19, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE ALONG SAID LOT T3 NORTH 37°29'42" WEST 221.418 FEET TO THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 24; THENCE ALONG SAID WEST LINE NORTH 00°00'12" EAST 90.770 FEET; THENCE NORTH 33°40'19" WEST 135.151 FEET; THENCE NORTH 53°27'06" EAST 218.655 FEET; THENCE NORTH 31°27'06" EAST 880.569 FEET; THENCE NORTH 56°36'58" EAST 119.219 FEET; THENCE NORTH 53°27'06" EAST 64.457 FEET TO A RIGHT-OF-WAY QUITCLAIM DEED RECORDED AS ENTRY NO. 10429973 IN BOOK 9607 AT PAGE 4745 IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER; THENCE ALONG SAID RIGHT-OF-WAY QUITCLAIM DEED SOUTH 36°32'54" EAST 594.572 FEET; THENCE SOUTH 53°27'06" WEST 487.905 FEET; THENCE SOUTH 31°27'06" WEST 421.776 FEET; THENCE SOUTH 53°27'06" WEST 396.814 FEET TO THE POINT OF BEGINNING.

ALSO LESS AND EXCEPTING THEREFROM THE FOLLOWING:

BEGINNING AT A POINT ON THE WESTERLY LINE OF LOT T3 OF THE KENNECOTT MASTER SUBDIVISION #1 AMENDED, SAID POINT LIES NORTH 89°56'03" WEST 10252.121 FEET ALONG THE DAYBREAK BASELINE SOUTH (BEING SOUTH 89°56'03" EAST 21225.293 FEET BETWEEN THE SOUTHWEST CORNER OF SECTION 22, TOWNSHIP 3 SOUTH, RANGE 2 WEST AND THE SOUTHEAST CORNER OF SECTION 19, TOWNSHIP 3 SOUTH, RANGE 1 WEST) AND NORTH 3757.319 FEET FROM THE SOUTHEAST CORNER OF SECTION 19, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE ALONG SAID WESTERLY LINE NORTH 37°29'42" WEST 378.052 FEET; THENCE NORTH 53°27'06" EAST 403.929 FEET; THENCE NORTH 31°27'06" EAST 421.776 FEET; THENCE NORTH 53°27'06" EAST 480.130 FEET TO A RIGHT-OF-WAY QUITCLAIM DEED RECORDED AS ENTRY NO. 10429973 IN BOOK 9607 AT PAGE 4745 IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER; THENCE ALONG SAID RIGHT-OF-WAY QUITCLAIM DEED SOUTH 36°32'54" EAST 536.000 FEET; THENCE SOUTH 53°27'06" WEST 1268.877 FEET TO THE POINT OF BEGINNING.

ALSO LESS AND EXCEPTING THEREFROM THE FOLLOWING:

BEGINNING AT A WESTERLY CORNER OF THE DAYBREAK LAKE AVENUE EAST SUBDIVISION, SAID POINT ALSO BEING ON THE WESTERLY LINE OF LOT T3 OF THE KENNECOTT MASTER SUBDIVISION #1 AMENDED, SAID POINT LIES NORTH 89°56'03" WEST 9881.986 FEET ALONG THE DAYBREAK BASELINE SOUTH (BEING SOUTH 89°56'03" EAST 21225.293 FEET BETWEEN THE SOUTHWEST CORNER OF SECTION 22, TOWNSHIP 3 SOUTH, RANGE 2 WEST AND THE SOUTHEAST CORNER OF SECTION 19, TOWNSHIP 3 SOUTH, RANGE 1 WEST) AND NORTH 3275.287 FEET FROM THE SOUTHEAST CORNER OF SECTION 19, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE ALONG SAID LOT T3 NORTH 37°29'42" WEST 568.077 FEET; THENCE NORTH 53°27'06" EAST 1268.217 FEET TO A RIGHT-OF-WAY QUITCLAIM DEED RECORDED AS ENTRY NO. 10429973 IN BOOK 9607 AT PAGE 4745 IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER; THENCE ALONG SAID RIGHT-OF-WAY QUITCLAIM DEED SOUTH 36°32'54" EAST 568.000 FEET TO A NORTHERLY CORNER OF SAID DAYBREAK LAKE AVENUE EAST; THENCE ALONG SAID DAYBREAK LAKE AVENUE EAST SOUTH 53°27'06" WEST 1258.834 FEET TO THE POINT OF BEGINNING.

Article 56 - EXHIBIT A
LEGAL DESCRIPTION
(Continued)

ALSO LESS AND EXCEPTING THEREFROM ALL THAT PORTION CONTAINED WITHIN DAYBREAK LAKE AVENUE EAST AMENDING LOTS T3, T4, V2, V3 & WTC2 OF THE KENNECOTT MASTER SUBDIVISION #1 AMENDED, ACCORDING TO THE OFFICIAL PLAT THEREOF RECORDED ON OCTOBER 10, 2017 AS ENTRY NO. 12633403 IN BOOK 2017P OF PLATS AT PAGE 278 ON FILE AND OF RECORD IN THE SALT LAKE COUNTY RECORDER'S OFFICE.

ALSO LESS AND EXCEPTING THEREFROM THE FOLLOWING:

BEGINNING AT THE WESTERNMOST CORNER OF LOT C-106 OF THE DAYBREAK UNIVERSITY MEDICAL #2 SUBDIVISION, SAID POINT ALSO BEING ON THE SOUTHWEST LINE OF LOT T4 OF THE KENNECOTT MASTER SUBDIVISION #1 AMENDED, SAID POINT LIES NORTH 89°58'44" WEST 602.643 FEET ALONG THE SECTION LINE AND NORTH 1559.595 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 24, TOWNSHIP 3 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE ALONG SAID LOT T4 AND LOT T3 OF SAID KENNECOTT MASTER SUBDIVISION #1 AMENDED NORTH 37°29'42" WEST 2018.099 FEET TO A SOUTHERLY CORNER OF DAYBREAK LAKE AVENUE EAST SUBDIVISION; THENCE ALONG SAID LAKE AVENUE NORTH 53°27'06" EAST 1256.488 FEET TO AN EASTERLY CORNER OF SAID DAYBREAK LAKE AVENUE EAST, ALSO BEING A POINT ON A RIGHT-OF-WAY QUITCLAIM DEED RECORDED AS ENTRY NO. 10429973 IN BOOK 9607 AT PAGE 4745 IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER; THENCE ALONG SAID RIGHT-OF-WAY QUITCLAIM DEED THE FOLLOWING (3) COURSES: 1) SOUTH 36°32'54" EAST 49.383 FEET TO A POINT ON A 35063.500 FOOT RADIUS TANGENT CURVE TO THE LEFT, (RADIUS BEARS NORTH 53°27'06" EAST, CHORD: SOUTH 36°38'04" EAST 105.291 FEET); 2) ALONG THE ARC OF SAID CURVE 105.291 FEET THROUGH A CENTRAL ANGLE OF 00°10'19"; 3) SOUTH 36°43'14" EAST 862.138 FEET TO THE NORTHERLY CORNER OF THE PROPOSED DAYBREAK SOUTH STATION LIBRARY SUBDIVISION; THENCE ALONG SAID DAYBREAK SOUTH STATION LIBRARY THE FOLLOWING (3) COURSES: 1) SOUTH 53°28'22" WEST 367.747 FEET; 2) SOUTH 53°27'06" WEST 69.000 FEET; 3) SOUTH 36°32'54" EAST 303.814 FEET TO THE SOUTHEAST LINE OF TAX PARCEL NUMBER 26-24-176-004; THENCE ALONG SAID TAX PARCEL NUMBER 26-24-176-004 THE FOLLOWING (5) COURSES: 1) SOUTH 53°04'59" WEST 318.872 FEET TO A POINT ON A 97.996 FOOT RADIUS NON TANGENT CURVE TO THE LEFT, (RADIUS BEARS SOUTH 25°41'53" WEST, CHORD: NORTH 85°06'55" WEST 69.640 FEET); 2) ALONG THE ARC OF SAID CURVE 71.196 FEET THROUGH A CENTRAL ANGLE OF 41°37'35"; 3) NORTH 36°32'54" WEST 3.916 FEET; 4) SOUTH 53°27'06" WEST 381.520 FEET; 5) SOUTH 37°29'42" EAST 745.390 FEET TO THE NORTHWESTERLY LINE OF SAID LOT C-106; THENCE ALONG SAID NORTHWESTERLY LINE SOUTH 53°27'06" WEST 48.871 FEET TO THE POINT OF BEGINNING.

ALSO LESS AND EXCEPTING THEREFROM DAYBREAK SOUTH JORDAN CITY PUBLIC SAFETY CENTER AMENDING LOTS T3 AND T4 OF THE KENNECOTT MASTER SUBDIVISION #1 AMENDED, RECORDED APRIL 2, 2019 AS ENTRY NO. 12961132 IN BOOK 2019P OF PLATS AT PAGE 111, ON FILE IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER, STATE OF UTAH

ALSO LESS AND EXCEPTING THEREFROM ALL THAT PORTION CONTAINED WITH DAYBREAK UNIVERSITY MEDICAL #2 AMENDING LOT T4 OF THE KENNECOTT MASTER SUBDIVISION #1 AMENDED RECORDED MARCH 8, 2018 AS ENTRY NO. 12729877 IN BOOK 2018P OF PLATS AT PAGE 135, ON FILE IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER, STATE OF UTAH

ALSO LESS AND EXPECTING THEREFROM ALL THAT PORTION CONTAINED WITHIN DAYBREAK SOUTH STATION LIBRARY AMENDING LOT T4 OF THE KENNECOTT MASTER SUBDIVISION #1 AMENDED, ACCORDING TO THE OFFICIAL PLAT THEREOF RECORDED OCTOBER 1, 2018 AS ENTRY NO. 12859603

Article 57 - EXHIBIT A
LEGAL DESCRIPTION
(Continued)

IN BOOK 2018P OF PLATS AT PAGE 338, ON FILE IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER, STATE OF UTAH.

ALSO LESS AND EXCEPTING THEREFROM ANY PORTION LYING WITHIN DAYBREAK SOUTH STATION PLAT 3 AMENDING LOT T4 OF THE KENNECOTT DAYBREAK MASTER SUBDIVISION #1 AMENDED RECORDED JUNE 3, 2020 AS ENTRY NO. 13288782 IN BOOK 2020P OF PLATS AT PAGE 132, ON FILE AND OF RECORD IN THE SALT LAKE COUNTY RECORDER'S OFFICE.

ALSO LESS AND EXCEPTING THEREFROM ANY PORTION LYING WITHIN DAYBREAK SSC DUCKHORN EXTENSION RIGHT-OF-WAY DEDICATION PLAT AMENDMENT LOT T4 OF THE KENNECOTT MASTER SUBDIVISION #1 AMENDED RECORDED NOVEMBER 14, 2018 AS ENTRY NO. 12886105 IN BOOK 2018P OF PLATS AT PAGE 392, ON FILE AND OF RECORD IN THE SALT LAKE COUNTY RECORDER'S OFFICE.

ALSO LESS AND EXCEPTING THEREFROM ANY PORTION LYING WITHIN THE BOUNDS OF DAYBREAK PARKWAY.

PARCEL 69: (NOTE: FOR INFORMATIONAL PURPOSES ONLY: PARCEL 26-14-100-026)

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 3 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, SALT LAKE COUNTY, UTAH, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SECTION 14, TOWNSHIP 3 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN (BASIS OF BEARING BEING SOUTH 89°55'21" EAST - 2653.679 FEET BETWEEN THE NORTHWEST CORNER AND THE NORTH QUARTER CORNER OF SAID SECTION 14) AND RUNNING THENCE SOUTH 89°55'21" EAST ALONG THE NORTH LINE OF SAID SECTION 14 FOR 1015.042 FEET; THENCE SOUTH 00°04'39" WEST PERPENDICULAR TO SAID SECTION LINE FOR 1483.246 FEET TO THE NORTHWEST CORNER OF LOT P-129 OF KENNECOTT DAYBREAK BINGHAM CREEK, RECORDED IN BOOK 2009P AT PAGE 193, IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER, SAID CORNER BEING THE POINT OF BEGINNING; THENCE SOUTH 29°24'49" WEST ALONG THE WEST LINE OF SAID LOT P-129 FOR 26.18 FEET TO THE SOUTH LINE OF LOT B2 OF AMENDED LOTS B2, B3, 0S2, T4, V4, V7 & WTC2 KENNECOTT MASTER SUBDIVISION #1, RECORDED IN BOOK 2003P AT PAGE 303, IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER; THENCE SOUTH 89°07'05" WEST ALONG THE SOUTH LINE OF SAID LOT B2 FOR 99.01 FEET TO THE BOUNDARY OF A PARCEL OF LAND CONVEYED TO DAYBREAK COMMERCE PARK, LLC RECORDED IN BOOK 9471 AT PAGE 2340, IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER; THENCE ALONG SAID BOUNDARY WITH A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 867.50 FEET, WHOSE CENTER BEARS NORTH 71°11'39" WEST, WITH A CENTRAL ANGLE OF 01°35'46" (CHORD BEARING AND DISTANCE OF NORTH 18°00'28" EAST - 24.17 FEET) FOR AN ARC DISTANCE OF 24.17 FEET; THENCE CONTINUING ALONG SAID BOUNDARY NORTH 89°15'43" EAST FOR 104.39 FEET TO THE POINT OF BEGINNING.

PARCEL 70: (NOTE: FOR INFORMATIONAL PURPOSES ONLY: PARCEL 26-24-351-003)

LOT C-104, DAYBREAK VILLAGE 7A PLAT 2 SUBDIVISION AMENDING LOTS B3 AND B3B OF THE KENNECOTT MASTER SUBDIVISION #1 AMENDED AND AMENDING DAYBREAK PARKWAY RIGHT-OF-WAY DEDICATION PLAT (EAST FRONTAGE ROAD TO 11800 SOUTH, ACCORDING TO THE OFFICIAL PLAT THEREOF RECORDED SEPTEMBER 4, 2018 AS ENTRY NO. 12842356 IN BOOK 2018P OF PLATS AT PAGE 306, IN THE OFFICE THE SALT LAKE COUNTY RECORDER, UTAH

PARCEL 71: (NOTE: FOR INFORMATIONAL PURPOSES ONLY: PARCEL 26-23-200-015)

Article 58 - EXHIBIT A
LEGAL DESCRIPTION
(Continued)

A PORTION OF LOT WTC2, OF AMENDED LOTS B2, B3, OS2, T4, V4, V7 & WTC2 KENNECOTT MASTER SUBDIVISION #1, ACCORDING TO THE OFFICIAL PLAT RECORDED SEPTEMBER 19, 2003 AS ENTRY NO. 8824749 IN BOOK 2003P AT PAGE 303, IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER:

A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 3 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, SALT LAKE COUNTY, UTAH, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SECTION 23, TOWNSHIP 3 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN (BASIS OF BEARING BEING SOUTH 89°58'54" WEST - 2647.919 FEET BETWEEN THE NORTHEAST CORNER AND THE NORTH QUARTER CORNER OF SAID SECTION 23) AND RUNNING THENCE SOUTH 89°58'54" WEST ALONG THE NORTH LINE OF SAID SECTION 23 FOR 1707.743 FEET TO THE NORTHWEST CORNER OF LOT WTC2 OF AMENDED LOTS B2, B3, OS2,14, V4, V7 & WTC2 KENNECOTT MASTER SUBDIVISION #1, RECORDED IN BOOK 2003P AT PAGE 303, IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER, SAID CORNER BEING THE POINT OF BEGINNING; THENCE NORTH 89°58'54" EAST ALONG THE NORTH LINE OF SAID LOT WTC2 FOR 85.06 FEET TO THE NORTHWEST CORNER OF A PARCEL OF LAND CONVEYED TO THE UTAH DEPARTMENT OF TRANSPORTATION IN BOOK 9843 AT PAGE 3328, RECORDED IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER; THENCE ALONG THE BOUNDARY OF SAID PARCEL FOR THE FOLLOWING THREE (3) COURSES: SOUTH 27°14'45" EAST FOR 47.90 FEET; THENCE SOUTH 14°22'09" WEST FOR 25.42 FEET; THENCE SOUTH 57°34'03" WEST FOR 60.93 FEET TO THE WEST LINE OF SAID LOT WTC2; THENCE ALONG THE WEST LINE OF SAID LOT WTC2 WITH A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 6295.00 FEET, WHOSE CENTER BEARS NORTH 63°14'22" EAST, WITH A CENTRAL ANGLE OF 01°00'48" (CHORD BEARING AND DISTANCE OF NORTH 26°15'14" WEST - 111.35 FEET) FOR AN ARC DISTANCE OF 111.35 FEET TO THE POINT OF BEGINNING.

TRACT 16:

PARCEL 72: (NOTE: FOR INFORMATIONAL PURPOSES ONLY: PARCELS 27-19-153-006 THROUGH 27-19-153-009)

LOTS C-206, C-207, C-208 AND C-209, OF KENNECOTT DAYBREAK VILLAGE CENTER 1A AMENDING PARCEL A AND PARCEL B OF THE KENNECOTT PHASE II, ACCORDING TO THE OFFICIAL PLAT RECORDED APRIL 25, 2008 AS ENTRY NO. 10410248 IN BOOK 2008P AT PAGE 100 OF OFFICIAL RECORDS ON FILE AND OF RECORD TN THE SALT LAKE COUNTY RECORDER'S OFFICE.

TRACT 17:

PARCEL 73: (NOTE FOR INFORMATIONAL PURPOSES ONLY: PARCELS 26-13-308-001 THROUGH 26-13-308-008 AND 26-13-346-001 THROUGH 26-13-346-011)

LOTS 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, AND 156, DAYBREAK NORTH STATION MULTI FAMILY #1, AMENDING LOTS M-101, M-102, M-103 & M-104 OF THE KENNECOTT DAYBREAK VILLAGE 10 NORTH PLAT 2 SUBDIVISION AND A PORTION OF LOT T3 OF THE KENNECOTT DAYBREAK MASTER SUBDIVISION #1 AMENDED, ACCORDING TO THE OFFICIAL PLAT THEREOF RECORDED ON AUGUST 4, 2021 AS ENTRY NO. 13736049 IN BOOK 2021P AT PAGE 197 IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER.

Article 59 - EXHIBIT A
LEGAL DESCRIPTION
(Continued)

PARCEL 74: (NOTE FOR INFORMATIONAL PURPOSES ONLY: PARCEL 26-24-260-016)

LOT M-204, DAYBREAK VILLAGE 4A PLAT 9 SUBDIVISION AMENDMENT #1, AMENDING LOTS M-102 & M-103 OF THE DAYBREAK VILLAGE 4A PLAT 9 SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF RECORDED JUNE 29, 2021 AS ENTRY NO. 13703180 IN BOOK 2021P AT PAGE 172 IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER.

PARCEL 75: (NOTE FOR INFORMATIONAL PURPOSES ONLY: PARCEL 26-13-303-001)

LOT M-103, DAYBREAK VILLAGE 10 NORTH PLAT 3, AMENDING LOT T3 OF THE KENNECOTT MASTER SUBDIVISION #1 AMENDED, ACCORDING TO THE OFFICIAL PLAT THEREOF RECORDED APRIL 21, 2021 AS ENTRY NO. 13638563 IN BOOK 2021P AT PAGE 96 IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER.

PARCEL 76: (NOTE FOR INFORMATIONAL PURPOSES ONLY: PARCEL 26-15-251-004)

BEGINNING NORTH 0°08'05" WEST 110.39 FEET, MORE OR LESS, FROM THE MOST SOUTHEASTERLY CORNER OF LOT P-101, DAYBREAK COMMERCE PARK PLAT 4; THENCE NORTH 0°08'05" WEST 14.45 FEET, MORE OR LESS; THENCE SOUTH 77°23'02" EAST 64.03 FEET, MORE OR LESS; THENCE SOUTH 89°07'05" WEST 62.47 FEET, MORE OR LESS, TO THE BEGINNING.

PARCEL 77: (NOTE FOR INFORMATIONAL PURPOSES ONLY: PARCELS 27-19-153-030, 27-19-153-031, 27-19-153-033, 27-19-153-034, 27-19-153-035)

LOTS C-201, C-213, C-232, C-238, AND C-239, KENNECOTT DAYBREAK VILLAGE CENTER 1A, AMENDING PARCEL A AND PARCEL B OF THE KENNECOTT PHASE II, ACCORDING TO THE OFFICIAL PLAT THEREOF RECORDED APRIL 25, 2008 AS ENTRY NO. 10410248 IN BOOK 2008P AT PAGE 100 IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER.

LESS AND EXCEPTING THEREFROM ANY PORTION LYING WITHIN THE BOUNDS OF DAYBREAK VC1 MULTI FAMILY #9A, AMENDING LOTS C-201, LOTS C-212 THRU C-224 & LOTS C-230 THRU C-239 OF THE KENNECOTT DAYBREAK VILLAGE CENTER 1A AMENDING PARCEL A AND PARCEL B OF THE KENNECOTT DAYBREAK PHASE II SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF RECORDED DECEMBER 18, 2017 AS ENTRY NO. 12680799 IN BOOK 2017P AT PAGE 338 IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER.

PARCEL 78: (NOTE FOR INFORMATIONAL PURPOSES ONLY: PARCEL 26-24-301-004)

BEGINNING SOUTH 89°58'44" EAST 303.02 FEET & NORTH 2401.347 FEET FROM THE SOUTHWEST CORNER OF SECTION 24, TOWNSHIP 3 SOUTH, RANGE 2 WEST, SALT LAKE MERIDIAN; THENCE NORTH 36°48'17" WEST 302.67 FEET, MORE OR LESS; THENCE NORTHEASTERLY ALONG A 1091 FOOT RADIUS CURVE TO THE LEFT, 145.56 FEET, MORE OR LESS, (CHORD NORTH 59°37'09" EAST); THENCE SOUTH 40°29'39" EAST 250.609 FEET, MORE OR LESS; THENCE SOUTH 33°43'21" EAST 150.414 FEET, MORE OR LESS; THENCE SOUTH 89°56'12" WEST 190.385 FEET TO THE BEGINNING. (BEING PART OF LOT WTC2, KENNECOTT MASTER 1 AMENDED)