

## RESTRICTIVE COVENANT

This Restrictive Covenant ("**Covenant**") is made by and between KMW Development L.L.C., a Utah limited liability company ("**KMW**" or "**Landlord**"), Holladay Hills Block A L.L.C., a Utah limited liability company ("**Block A**"), Holladay Hills Block B L.L.C., a Utah limited liability company ("**Block B**"), and Holladay Hills Block D L.L.C., a Utah limited liability company ("**Block D**").

### RECITALS

Block A owns that certain real property legally described on Exhibit "A" ("**Block A Parcels**").

Block B owns that certain real property legally described on Exhibit "B" ("**Block B Parcels**").

KMW owns that certain real property legally described on Exhibit "C" ("**KMW Parcels**").

Block D owns that certain real property legally described on Exhibit "D" ("**Block D Parcels**").

The Block A Parcels, Block B Parcels, KMW Parcels, and Block D Parcels are collectively the "**Development**" for purposes of this Covenant.

KMW, as landlord, has entered into a lease effective as of August 13, 2025 ("**Lease**"), with LTF Lease Company, LLC, a Delaware limited liability company, as tenant ("**Tenant**"), for the rental of certain space within the Development legally described on Exhibit "E" ("**Premises**").

### COVENANTS

Now therefore, the parties hereto wish to impose the following restrictive covenants so that the Development shall be used, developed, and operated in accordance herewith:

- 1. Restrictions on Signage.** Subject to the rights of existing tenants in the Development, during the Term (as defined in the Lease), if Landlord intends to provide a more prominent signage location or construct additional signage/monument locations and provide rights to any other retail tenant or retail occupant in the Development, Landlord must first offer such signage with the same size and locations and rights in the same size and location to Tenant. In no event shall Landlord be permitted to install, place or display or allow any tenant, occupant or owner of any portion of the area depicted as Additional Prohibited Use Zone on Exhibit "F" to install, place or display any signage or banners of any kind in the area depicted as Additional Prohibited Use Zone on Exhibit "F" that advertises or relates to any party, whether occupying a portion of the area depicted on Exhibit "F" or otherwise, whose use is or would be an Additional Excluded Use, as defined in Section 3



below. In no event shall exterior signage or advertising material for persons or entities who are not owners, tenants or occupants of the Development be permitted.

2. **Exclusivity. Excluded Uses. Prohibition Against Excluded Uses.** No space in the Development (excluding the Premises) may be used by a person or entity for any of the following uses (each, a "**Primary Excluded Use**"): (1) health or fitness club, gym or any commercial facility used for physical exercise or individual or group fitness or athletic training regardless of whether such business charges membership dues, class fees or any other arrangement, but specifically excludes fitness centers within office, residential, or medical office which are not open to the public, do not charge membership dues, no exterior signage is permitted, are less than 5,000 square feet, and are for the exclusive use of residents/tenants of such office, residential, or medical building; (2) yoga; (3) pilates; (4) a cycle studio or facility (e.g. SoulCycle); (5) barre, but not including a dance training facility specifically for dance performance training, provided that this prohibition shall include dance studios whose primary purpose is fitness/exercise (e.g. Zumba); (6) Primary business being any specialty fitness studio or facility; (7) boutique gym, fitness training facility (e.g. Orange Theory); and (8) pickleball.

In addition, no portion of the Premises or Development shall be used for any of the following uses (each, a "**Prohibited Use**"):

- (a) motor vehicle service, fuel or gas stations, motor vehicle repairs including without limitation any body and fender repair work, car washes, or the displaying, renting, leasing, or sale of any automobile, truck, boat, trailer or other motor or recreational vehicle that is not entirely conducted inside of a building. Notwithstanding the preceding under this item (a), a car, automobile, or other motor vehicle showroom with inventory kept entirely inside the building (except for "pedestal", "ramp", "stage", or other exterior model display types which do not occupy or obstruct parking spaces) shall be permitted together with electric vehicle charging stations in the parking spaces of such use's lot;
- (b) a venture whose primary business is operation of video or arcade games, such as a Nickelcade, Chuck-E-Cheese, and similar establishments, but excluding virtual reality, augmented reality (and technological advancements and progressions from virtual reality and augmented reality), experiential, and entertainment uses which feature food and drink as a part of the operation, such as, by way of example and not limitation, a golf driving range concept which replaces virtual reality displays for the conventional physical driving range installation;
- (c) adult book or video store;



- (d) warehouse or industrial use, except as ancillary to another primary use;
- (e) an overnight boarding pet daycare, excluding veterinary clinics and excluding uses which allow pets incidental to their primary uses or are "pet-friendly" incidental to their primary uses;
- (f) establishment whose primary use is for the sale of guns or other firearms, excluding uses which are primarily outdoor, sporting, camping, or similar operations (such as, by way of example without limitation, Bass Pro Shops, Kirkham's, Al's Sporting Goods, and Scheel's or smaller operations similar thereto) with incidental sale of firearms;
- (g) Convenience Store greater than 1,500 square feet ("**Convenience Store**") includes establishments similar to 7-Eleven, Top Shop, Maverik, and Speedway, but excludes grocery stores such as, by way of example without limitation, Trader Joe's, Whole Foods, A Fresh Market, and Macey's;
- (h) tattoo or piercing parlor;
- (i) so-called "head shops," which are defined as facilities primarily used for selling products intended to assist, aid, or used in conjunction with the consumption of illegal drugs;
- (j) any public or private nuisance;
- (k) any obnoxious odor except customary odors emanating from restaurants;
- (l) any fire, explosion or other damaging or dangerous hazard, including the storage, display, or sale of explosives or fireworks;
- (m) any distillation (other than so-called micro-brewing of beer and other beverages, such as liquor and seltzers), refining, smelting, or mining operations;
- (n) any mobile home or trailer court, labor camp, junk yard, stock yard or animal raising; provided, however, that, notwithstanding the foregoing, pet shops and food trucks shall be permitted;
- (o) any drilling for and/or removal of subsurface substances; except for that required in conjunction with building foundation structural bearing enhancements or piles;



- (p) any dumping of garbage or refuse, other than in enclosed receptacles intended for such purpose;
- (q) any cemetery, mortuary or similar service establishment;
- (r) any fire sale, bankruptcy sale (unless pursuant to a court order) or auction operation;
- (s) any church, synagogue, mosque or other place of worship or other religious use; (excluding weddings, bar mitzvahs, and other such religious celebrations);
- (t) any permanent second-hand or thrift stores, or permanent flea markets; and
- (u) any dry cleaning facilities utilizing hazardous substances with an on-premises plant; provided, however, that nothing contained herein shall preclude a drop-off/pick-up dry cleaning business as long as no cleaning services are conducted at such location.

In the event that Tenant ceases to operate as a Health Club (as defined in the Lease) in the Premises for a period of three hundred sixty-five (365) consecutive days, excluding Closure Events (as defined in the Lease), and fails to resume operations in the Premises within thirty (30) days after Landlord provides Tenant with written notice of such failure to operate, then Landlord's obligations and Tenant's rights granted in Paragraph 2 and 3 of this Covenant shall cease until such time that Tenant resumes its operations in the Premises as a Health Club, provided that the restrictions in Paragraphs 2 and 3 of this Covenant shall not apply to any occupant or tenant that signed a lease or occupancy agreement after Tenant's thirty (30) day cure period expired and prior to Tenant's resumption of its operations within the Premises.

**3. Additional Excluded Uses.** Those areas in the Development shown and depicted on Exhibit "F" attached here to (the "**Additional Prohibited Use Zone**") shall not be used by a person or entity for any of the following uses (each, an "**Additional Excluded Use**"):

- (a) Self-storage facility, except as ancillary to another primary use;
- (b) High-intensity fast food restaurant (e.g. McDonald's, Chick-fil-a, KFC, Taco Bell, but excluding fast casual/quick serve restaurants, by way of example only, Shake Shack, Panera, Chipotle, Starbucks);

- (c) Bar, restaurant, or other establishment whose liquor sales exceed 40% of its gross revenues and operates after the hours of 10:00 PM or before the hours of 10:00 AM;
- (d) Sale or provision of marijuana, whether for therapeutic, medicinal, or other purposes;
- (e) any teenage discotheque, discotheque, pool room, massage parlor (except for stores such as Massage Envy or similar stores), off-track betting facility, casino, card club, bingo parlor, facility containing gambling equipment;;
- (f) any second-hand or thrift stores, or flea markets; and
- (g) warehousing or storage facilities of any kind unless incidental to another permitted use on the premises.

**4. No Change Area.** Landlord may not change the Common Area (as defined in the Lease) located within the No Change Area depicted on Exhibit "G" or install any items in the Common Area or within the No Change Area if such change or installation will or does materially and adversely affect the accessibility to the Premises from the parking areas, entrance ways, and public roadways, or the amount and location of available customer parking. In addition, Landlord agrees not to make any changes that would materially and adversely affect the accessibility to the Premises from the parking areas in the No Change Area during the months of January, February and March.

**5. Self-Help.** Subject to the provisions of the Lease, if the Landlord fails to maintain (or cause such responsible party to maintain) the Common Areas as required by Section 11.1 or by Section 14.1 of the Lease and as a result, there is a material and/or adverse impact on Tenant's use or operations of its business at the Premises, Landlord shall take immediate steps to mitigate the impact on Tenant and, if such failure is not cured within five (5) Business Days of Tenant's notice thereof to Landlord, Tenant may, at its option, enter into the Common Areas and make the necessary repairs to extent reasonably necessary to resolve the material and/or adverse impact on Tenant's use and operations within the Premises. Landlord will reimburse Tenant for the costs it incurs within thirty (30) days after receipt of Tenant's invoice along with commercially reasonable evidence that such expenses have been paid and, if Landlord fails to do so, Tenant may offset such amounts, together with interest at the Default Rate, against installments of Rent next coming due until the amounts expended are fully recouped.

**6. General Provisions.**

- 6.1** Except as otherwise indicated herein, capitalized terms used in this Covenant are defined as set forth in the Lease.
- 6.2** This Covenant is not to be construed as restricting, enlarging, modifying or amending the Lease. Both Landlord and Tenant possess executed counterparts of the Lease to which reference is made for the exact terms, provisions and conditions.
- 6.3** The conditions, covenants and agreements contained in this instrument shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, personal representatives, successors and assigns. In the event of any conflict between the terms and conditions of this instrument and the term and conditions of the Lease, it is agreed that the terms and conditions of the Lease shall control.

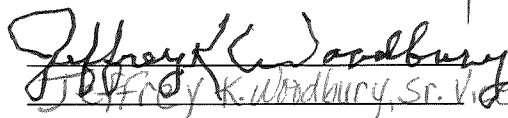
Handwritten signature and initials in the bottom right corner of the page.

IN WITNESS WHEREOF, the parties hereto have duly executed this Covenant as of the date written below.

**KMW:**           **KMW DEVELOPMENT L.L.C.,**  
                    **a Utah limited liability company**

**By:**   **WOODBURY CORPORATION,**  
          **a Utah corporation, Its Manager**

By:   
O. Randall Woodbury, Vice Chairman

By:   
Jeffrey K. Woodbury, Sr. Vice President

**By:**   **MILLROCK CAPITAL II, LLC,**  
          **a Utah limited liability company, Its Manager**

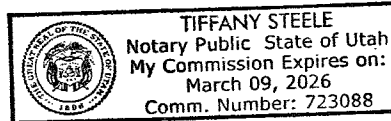
By:   
Steven Peterson, Manager

*[KMW Acknowledgements Appear on Following Page]*

STATE OF UTAH )  
 ) SS:  
COUNTY OF SALT LAKE )

The foregoing Covenant was acknowledged before me this 11<sup>th</sup> day of Dec, 2025 by O. Randall Woodbury, the Vice Chairman of Woodbury Corporation, a Utah corporation, Manager of KMW Development L.L.C., a Utah limited liability company on behalf of the company.

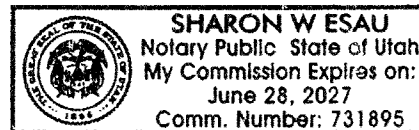
Tiffany Steele  
Notary Public



STATE OF UTAH )  
 ) SS:  
COUNTY OF SALT LAKE )

The foregoing Covenant was acknowledged before me this 10 day of December 2025 by Jeffrey K. Woodbury, the Sr. Vice President of Woodbury Corporation, a Utah corporation, Manager of KMW Development L.L.C., a Utah limited liability company on behalf of the company.

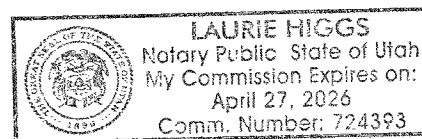
Sharon W. Esau  
Notary Public



STATE OF UTAH )  
 ) SS:  
COUNTY OF SALT LAKE )

The foregoing Covenant was acknowledged before me this 12<sup>th</sup> day of December 2025 by Steven Peterson, the Manager of Millrock Capital II, LLC, a Utah limited liability company, Manager of KMW Development L.L.C., a Utah limited liability company on behalf of the company.

Laurie Higgs  
Notary Public




[Block A Signatures Appear on Following Page]

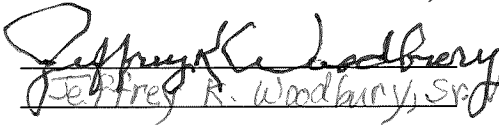
W

**BLOCK A: HOLLADAY HILLS BLOCK A L.L.C.,  
a Utah limited liability company**

**By: KMW DEVELOPMENT L.L.C.,  
a Utah limited liability company, Its Manager**

**By: WOODBURY CORPORATION,  
a Utah corporation, Its Manager**

By:   
O. Randall Woodbury, Vice Chairman


By:   
Jeffrey R. Woodbury, Sr. Vice President


**By: MILLROCK CAPITAL II, LLC,  
a Utah limited liability company, Its Manager**

By:   
Steven Peterson, Manager

**By: WCL GP L.L.C., a Delaware limited liability company,  
Its Manager**

**By: WOODBURY CORPORATION,  
a Utah corporation, Its Manager**

By:   
O. Randall Woodbury, Vice Chairman

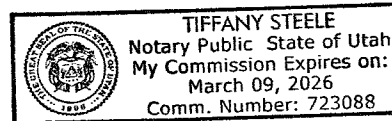
By:   
Jeffrey R. Woodbury, Sr. Vice President

*[Block A Acknowledgements Appear on Following Page]*

STATE OF UTAH )  
 ) SS:  
COUNTY OF SALT LAKE )

The foregoing Covenant was acknowledged before me this 11<sup>th</sup> day of Dec., 2025 by D. Randall Woodbury, the Vice Chairman of Woodbury Corporation, a Utah corporation, Manager of KMW Development L.L.C., a Utah limited liability company, Manager of Holladay Hills Block A L.L.C., a Utah limited liability company, on behalf of the company.

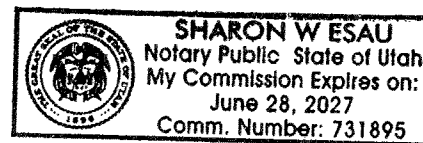
Tiffany Steele  
Notary Public



STATE OF UTAH )  
 ) SS:  
COUNTY OF SALT LAKE )

The foregoing Covenant was acknowledged before me this 10 day of December 2025, by Jeffrey K. Woodbury, the Sr. Vice President of Woodbury Corporation, a Utah corporation, Manager of KMW Development L.L.C., a Utah limited liability company, Manager of Holladay Hills Block A L.L.C., a Utah limited liability company, on behalf of the company.

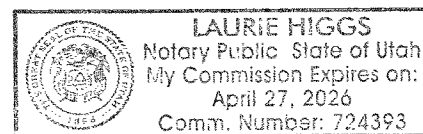
Sharon W. Esau  
Notary Public



STATE OF UTAH )  
 ) SS:  
COUNTY OF SALT LAKE )

The foregoing Covenant was acknowledged before me this 12<sup>th</sup> day of December, 2025, by Steven Peterson, the Manager of Millrock Capital II, LLC, a Utah limited liability company, Manager of KMW Development L.L.C., a Utah limited liability company, Manager of Holladay Hills Block A L.L.C., a Utah limited liability company, on behalf of the company.

Laurie Higgs  
Notary Public



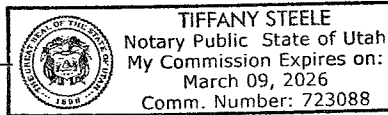
[Block A Acknowledgements Continue on Following Page]

*[Handwritten signature]*

STATE OF UTAH                     )  
  )SS:  
COUNTY OF SALT LAKE         )

The foregoing Covenant was acknowledged before me this 11<sup>th</sup> day of Dec., 2025 by O. Randall Woodbury, the Vice Chairman of Woodbury Corporation, a Utah corporation, Manager of WCL GP L.L.C., a Delaware limited liability company, Manager of Holladay Hills Block A L.L.C., a Utah limited liability company, on behalf of the company.

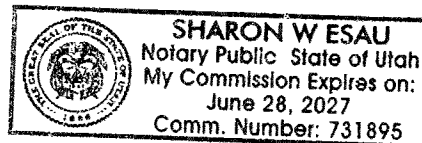
Tiffany Steele  
Notary Public



STATE OF UTAH                     )  
  )SS:  
COUNTY OF SALT LAKE         )

The foregoing Covenant was acknowledged before me this 10 day of December, 2025 by Jeffrey K. Woodbury, the Sr. Vice President of Woodbury Corporation, a Utah corporation, Manager of WCL GP L.L.C., a Delaware limited liability company, Manager of Holladay Hills Block A L.L.C., a Utah limited liability company, on behalf of the company.

Sharon W. Esau  
Notary Public



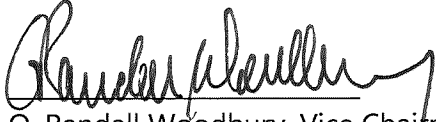
*[Block B Signatures Appear on Following Page]*

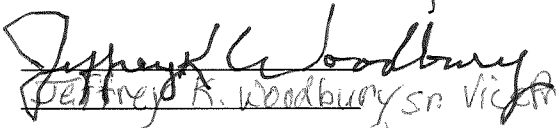
*[Handwritten signature]*

**BLOCK B: HOLLADAY HILLS BLOCK B L.L.C.,  
a Utah limited liability company**

**By: KMW DEVELOPMENT L.L.C.,  
a Utah limited liability company, Its Manager**

**By: WOODBURY CORPORATION,  
a Utah corporation, Its Manager**

By:   
O. Randall Woodbury, Vice Chairman

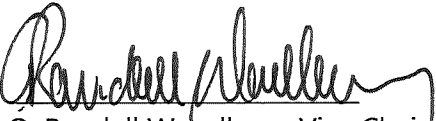
By:   
Jeffrey K. Woodbury, Sr. Vice President

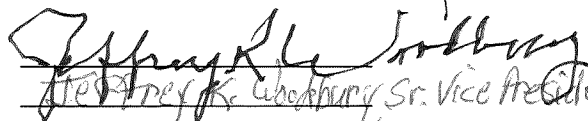
**By: MILLROCK CAPITAL, II, LLC,  
a Utah limited liability company, Its Manager**

By:   
Steven Peterson, Manager

**By: WCL GP L.L.C., a Delaware limited liability company,  
Its Manager**

**By: WOODBURY CORPORATION,  
a Utah corporation, Its Manager**

By:   
O. Randall Woodbury, Vice Chairman

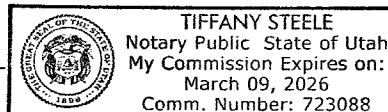
By:   
Jeffrey K. Woodbury, Sr. Vice President

*[Block B Acknowledgements Appear on Following Page]*

STATE OF UTAH )  
 ) SS:  
COUNTY OF SALT LAKE )

The foregoing Covenant was acknowledged before me this 1<sup>st</sup> day of Dec., 2025 by O. Randall Woodbury, the Vice Chairman of Woodbury Corporation, a Utah corporation, Manager of KMW Development L.L.C., a Utah limited liability company, Manager of Holladay Hills Block B L.L.C., a Utah limited liability company, on behalf of the company.

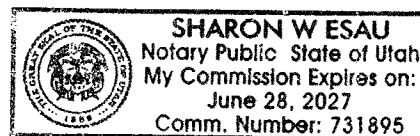
Tiffany Steele  
Notary Public



STATE OF UTAH )  
 ) SS:  
COUNTY OF SALT LAKE )

The foregoing Covenant was acknowledged before me this 10 day of December, 2025 by Jeffrey K. Woodbury, the Service President of Woodbury Corporation, a Utah corporation, Manager of KMW Development L.L.C., a Utah limited liability company, Manager of Holladay Hills Block B L.L.C., a Utah limited liability company, on behalf of the company.

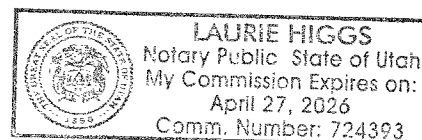
Sharon W. Esau  
Notary Public



STATE OF UTAH )  
 ) SS:  
COUNTY OF SALT LAKE )

The foregoing Covenant was acknowledged before me this 12<sup>th</sup> day of December, 2025 by Steven Peterson, the Manager of Millrock Capital II, LLC, a Utah limited liability company, Manager of KMW Development L.L.C., a Utah limited liability company, Manager of Holladay Hills Block B L.L.C., a Utah limited liability company, on behalf of the company.

Laurie Higgs  
Notary Public



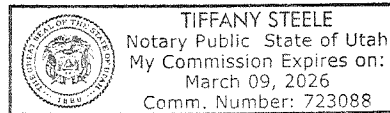
[Block B Acknowledgements Continue on Following Page]

W

STATE OF UTAH )  
 ) SS:  
COUNTY OF SALT LAKE )

The foregoing Covenant was acknowledged before me this 11<sup>th</sup> day of Dec., 2025 by D. Randall Woodbury, the Vice Chairman of Woodbury Corporation, a Utah corporation, Manager of WCL GP L.L.C., a Delaware limited liability company, Manager of Holladay Hills Block B L.L.C., a Utah limited liability company, on behalf of the company.

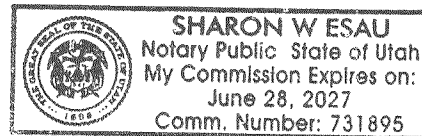
Tiffany Steele  
Notary Public



STATE OF UTAH )  
 ) SS:  
COUNTY OF SALT LAKE )

The foregoing Covenant was acknowledged before me this 10 day of December 2025 by Jeffrey K. Woodbury, the Sr. Vice President of Woodbury Corporation, a Utah corporation, Manager of WCL GP L.L.C., a Delaware limited liability company, Manager of Holladay Hills Block B L.L.C., a Utah limited liability company, on behalf of the company.

Sharon W. Esau  
Notary Public



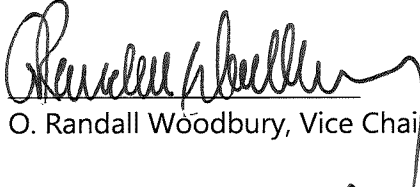
*[Block D Signatures Appear on Following Page]*

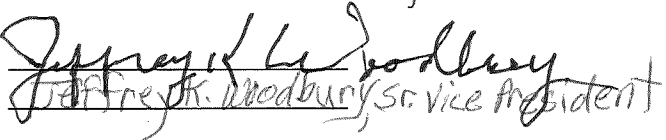
*[Handwritten signature]*

**BLOCK D: HOLLADAY HILLS BLOCK D L.L.C.,  
a Utah limited liability company**

**By: KMW DEVELOPMENT L.L.C.,  
a Utah limited liability company, Its Manager**

**By: WOODBURY CORPORATION,  
a Utah corporation, Its Manager**

By:   
O. Randall Woodbury, Vice Chairman

By:   
Jeffrey K. Woodbury, Sr. Vice President

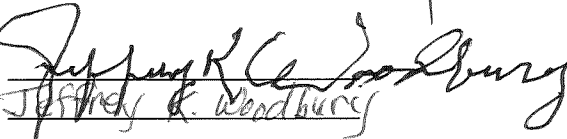
**By: MILLROCK CAPITAL, II, LLC,  
a Utah limited liability company, Its Manager**

By:   
Steven Peterson, Manager

**By: WCL GP L.L.C., a Delaware limited liability company,  
Its Manager**

**By: WOODBURY CORPORATION,  
a Utah corporation, Its Manager**

By:   
O. Randall Woodbury, Vice Chairman

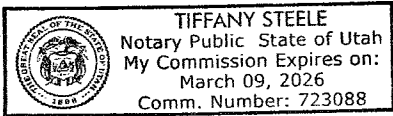
By:   
Jeffrey K. Woodbury

*[Block D Acknowledgements Appear on Following Page]*

STATE OF UTAH )  
 ) SS:  
COUNTY OF SALT LAKE )

The foregoing Covenant was acknowledged before me this 11<sup>th</sup> day of Dec., 2025 by D. Randall Woodbury, the Vice Chairman of Woodbury Corporation, a Utah corporation, Manager of KMW Development L.L.C., a Utah limited liability company, Manager of Holladay Hills Block D L.L.C., a Utah limited liability company, on behalf of the company.

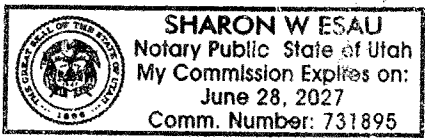
Tiffany Steele  
Notary Public



STATE OF UTAH )  
 ) SS:  
COUNTY OF SALT LAKE )

The foregoing Covenant was acknowledged before me this 10 day of December, 2025 by Jeffrey K. Woodbury, the Sr. Vice President of Woodbury Corporation, a Utah corporation, Manager of KMW Development L.L.C., a Utah limited liability company, Manager of Holladay Hills Block D L.L.C., a Utah limited liability company, on behalf of the company.

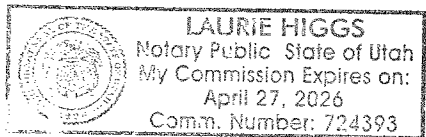
Sharon W. Esau  
Notary Public



STATE OF UTAH )  
 ) SS:  
COUNTY OF SALT LAKE )

The foregoing Covenant was acknowledged before me this 12<sup>th</sup> day of December 2025, by Steven Peterson, the Manager of Millrock Capital II, LLC, a Utah limited liability company, Manager of KMW Development L.L.C., a Utah limited liability company, Manager of Holladay Hills Block D L.L.C., a Utah limited liability company, on behalf of the company.

Laurie Higgs  
Notary Public



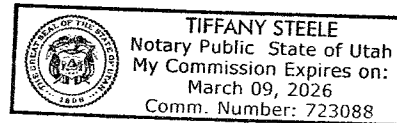
[Block D Acknowledgements Continue on Following Page]

*Handwritten initials*

STATE OF UTAH                     )  
  ) SS:  
COUNTY OF SALT LAKE         )

The foregoing Covenant was acknowledged before me this 11<sup>th</sup> day of Dec., 2025 by D. Randall Woodbury the Vice Chairman of Woodbury Corporation, a Utah corporation, Manager of WCL GP L.L.C., a Delaware limited liability company, Manager of Holladay Hills Block D L.L.C., a Utah limited liability company, on behalf of the company.

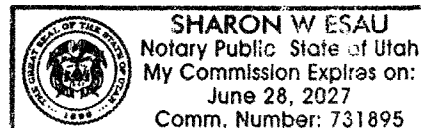
Tiffany Steele  
Notary Public



STATE OF UTAH                     )  
  ) SS:  
COUNTY OF SALT LAKE         )

The foregoing Covenant was acknowledged before me this 10 day of December, 2025 by Jeffrey K. Woodbury the Sr. Vice President of Woodbury Corporation, a Utah corporation, Manager of WCL GP L.L.C., a Delaware limited liability company, Manager of Holladay Hills Block D L.L.C., a Utah limited liability company, on behalf of the company.

Sharon W. Esau  
Notary Public



*[Lender Consents Begin on Following Page]*

*Wak*

## LENDER CONSENT

Zions Bancorporation, N.A., dba Zions First National Bank ("Lender") is the beneficiary under that certain Promissory Note, dated May 9, 2025, Transaction No. ZFN-3415396, secured by that certain Construction Loan Trust Deed, Assignment of Rents, Security Agreement, and Fixture Filing, recorded as entry # 14385870, on May 16, 2025 in the Salt Lake County Recorder's office, as the same has been amended, supplemented, restated, or otherwise modified from time to time ("Lender Security Instrument"). The Lender Security Instrument encumbers a portion of the Development. Lender hereby consents to the terms of this Covenant.

**Zions Bancorporation, N.A., dba Zions First National Bank**

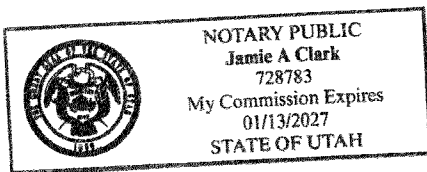
By: [Signature]  
Name: TIMOTHY PRACCIA  
Title: SENIOR VICE PRESIDENT

## ACKNOWLEDGEMENT OF LENDER

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

On the 12 day of November, 2025, Timothy Praccia,  
personally appeared before me, proved on the basis of satisfactory evidence to be the person  
whose name is subscribed to this document, and acknowledged he/she/they executed the same in  
his/her/their capacity as the Senior Vice President of Zions Bancorporation, N.A., dba Zions  
First National Bank.

SEAL:



[Signature]  
Notary Public

**EXHIBIT "A"**  
**BLOCK A PARCELS LEGAL DESCRIPTION**

Block A, Royal Holladay Hills Subdivision #2, according to the official plat thereof, recorded as # 13700581, on June 25, 2021 in the Salt Lake County Recorder's Office.



**EXHIBIT "B"**  
**BLOCK B PARCELS LEGAL DESCRIPTION**

Lots 2 and 3, Royal Holladay Hills Block B, according to the official plat thereof, recorded as # 14228492, on April 16, 2024 in the Salt Lake County Recorder's Office.

Handwritten signature and initials in the bottom right corner of the page.

**EXHIBIT "C"**  
**KMW PARCELS LEGAL DESCRIPTION**

Lots 1 and 4, Royal Holladay Hills Block B, according to the official plat thereof, recorded as # 14228492, on April 16, 2024 in the Salt Lake County Recorder's Office;

Lots 1 and 2, Royal Holladay Hills Block C, according to the official plat thereof, recorded as # 14306971, on October 30, 2024 in the Salt Lake County Recorder's Office; and

Blocks E, F, Block H, Lots 1 and 2, Block I, Block J, Block K, Lots 1 and 2, Royal Holladay Hills Subdivision #2, according to the official plat thereof, recorded as # 13700581, on June 25, 2021 in the Salt Lake County Recorder's Office.

Handwritten signature and initials in the bottom right corner of the page.

## EXHIBIT "D"

### BLOCK D PARCELS LEGAL DESCRIPTION

Commercial Units C100, C110, Future Commercial Units C120, and C130, Royal Holladay Hills Block D Condominium, according to the official plat thereof, recorded at Book 2022P, Page 299 on November 23, 2022 in the Salt Lake County Recorder's Office.

Handwritten signature and initials, possibly "W" and "R", in the bottom right corner.

**EXHIBIT "E"**  
**PREMISES LEGAL DESCRIPTION**

Parcels of land being a portion of the Royal Holladay Hills Subdivision # 2", recorded December 3, 2021, as Entry No. 13839649 in Book 11278 at Page 4 in the office of the Salt Lake County Recorder. Which also lies within the N.E. 1/4 OF SEC. 9, & N.W. 1/4 OF SEC. 10, T. 2 S., R. 1 E. S.L.B.&M.

Beginning at a point that is located on the subdivision bounds of ROYAL HOLLADAY HILLS BLOCKS H I J to be recorded:

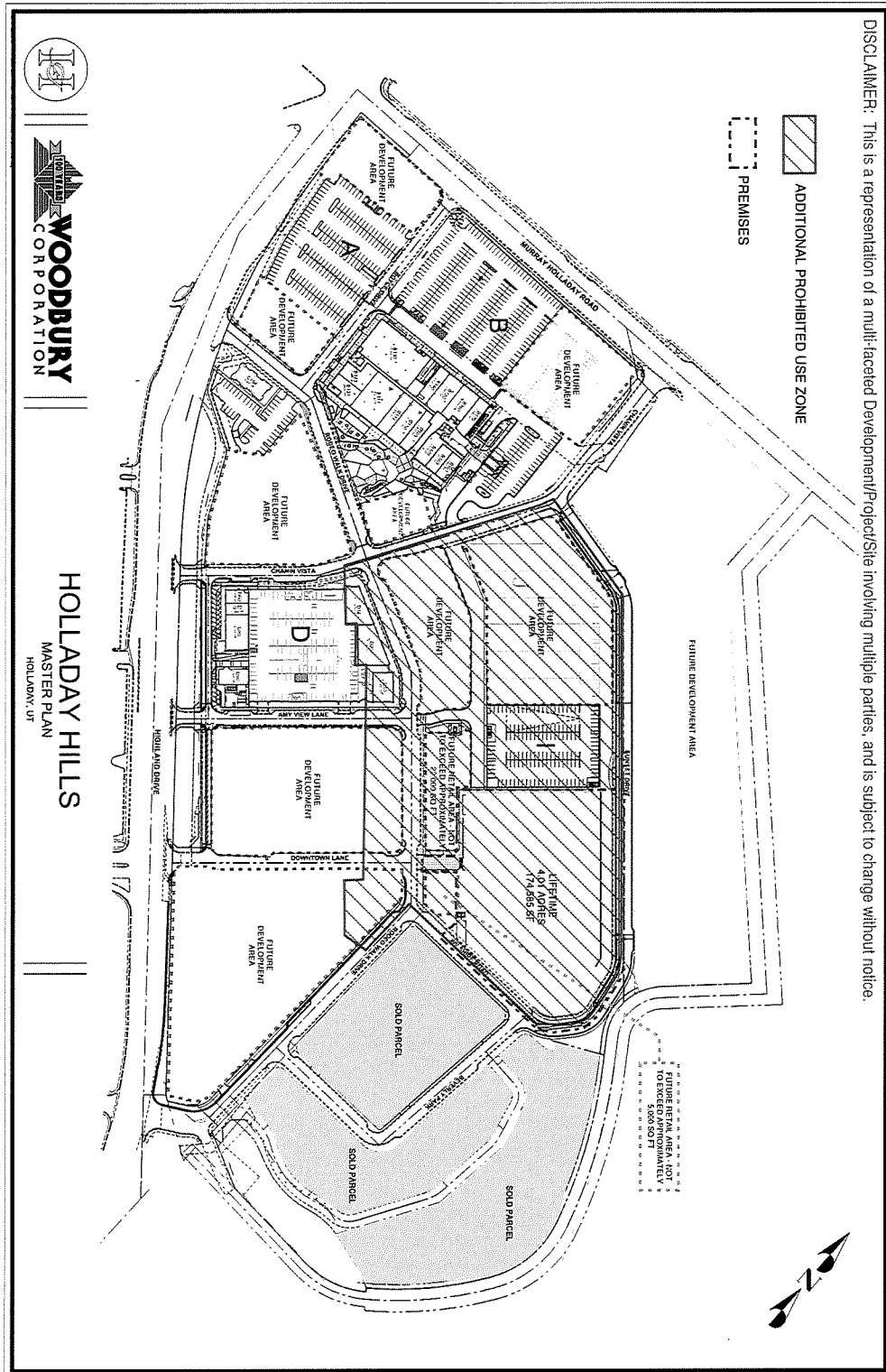
**LOT 6 LIFETIME FITNESS**

Beginning at a point that is located on the subdivision bounds of ROYAL HOLLADAY HILLS BLOCKS H I J to be recorded, Thence S 41° 18' 43" E a distance of 397.77 feet, Thence S 09° 29' 47" E a distance of 109.64 feet to the beginning of a curve, Said curve bears to the right through an angle of 51° 40' 44", having a radius of 75.00 feet along the arc a distance of 67.65, and whose long chord bears S 16° 20' 35" W a distance of 65.38 feet, Thence S 42° 10' 57" W a distance of 35.69 feet to the beginning of a curve, Said curve bears to the right through an angle of 50° 09' 35", having a radius of 75.00 feet along the arc a distance of 65.66, and whose long chord bears S 67° 15' 44" W a distance of 63.58 feet, Thence N 87° 39' 28" W a distance of 253.26 feet, Thence N 02° 20' 32" E a distance of 50.91 feet, Thence N 41° 18' 43" W a distance of 121.83 feet, Thence S 48° 41' 17" W a distance of 116.50 feet, Thence N 41° 18' 43" W a distance of 33.25 feet, Thence N 48° 41' 17" E a distance of 116.50 feet, Thence N 41° 18' 43" W a distance of 142.97 feet, Thence N 48° 41' 17" E a distance of 356.87 feet to the point of beginning.

Containing an area: 4.01 acres 174,585 sq. ft.



# **EXHIBIT "F"** **ADDITIONAL PROHIBITED USE ZONE**



**HOLLADAY HILLS**  
MASTER PLAN  
HOLLADAY, UT

NO CHANGE AREA

PREMISES

