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INC. MAKES NO REPRESENTATION AS TO
CONDITION OF TITLE, NOR DOES IT ASSUME
ANY RESPONSIBILITY FOR VALIDITY,
SUFFICIENCY OR EFFECTS OF DOCUMENT.

**This Instrument Prepared by
and After Recording Return to:**

Holland & Hart LLP
Attn: Brad Flynt
P.O. Box 68
Jackson, Wyoming 83001

Tax ID # 00-0020-7784

PARTIAL ASSIGNMENT AND ASSUMPTION AGREEMENT
(Development Agreement – Phase 4 Benloch Ranch)

This Partial Assignment and Assumption Agreement (this “**Assignment**”) is effective as of September 15, 2021 (the “**Effective Date**”), by and between CACHE PRIVATE CAPITAL DIVERSIFIED FUND, LLC, a Nevada limited liability company (“**Assignor**”), and WASATCH FRONT INVESTMENTS, LLC, a Wyoming limited liability company (“**Assignee**”), whose address is PO Box 1827, Wilson, Wyoming 83014. Assignor and Assignee are referred to herein from time to time as the “**Parties**.”

RECITALS:

- A. AJ Fireside Park City LLC, a Delaware limited liability company (“**AJ Fireside**”) and Wasatch County, a political subdivision of the State of Utah (the “**County**”), entered into that certain Benloch Ranch Development Agreement, dated June 4, 2020, recorded as Entry No. 479211 (as amended, the “**Agreement**”), which affects the real property in Wasatch County, Utah, as more particularly described in the Agreement (the “**Overall Property**”).
- B. Pursuant to that certain Partial Assignment and Assumption Agreement with an effective date of June 25, 2021, AJ Fireside assigned to Assignor, and Assignor assumed, certain right, title, and interest of AJ Fireside in 200 ERUs (as defined in the Agreement) within the real property conveyed by AJ Fireside to Assignor pursuant to that certain Special Warranty Deed filed in the Wasatch County Recorder’s office as Entry No. 502779 (the “**Cache Property**”).

- C. On or about the date hereof, Assignee has acquired the certain real property within the Cache Property from Assignor, as more particularly described on Exhibit A (the “**Property**”), and Assignor and Assignee desire to enter into this Assignment to memorialize the transfer of the rights and obligations of 25 ERUs (as defined in the Agreement) (the “**Transferred Density Units**”) as it relates to the Property.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignment. Assignor hereby transfers, assigns, and conveys unto Assignee all right, title, and interest of Assignor in and to the Agreement as it relates to the Transferred Density Units and the Property.
2. Assumption. In consideration of the foregoing assignment, Assignee hereby assumes and agrees to pay, discharge, and perform the obligations of Assignor under the Agreement arising on and after the Effective Date as it relates to the Transferred Density Units and the Property.
3. Binding Effect. This Assignment shall inure to the benefit of and be binding upon the Parties and their successors and assigns.
4. Governing Law. The laws of the State of Utah shall govern this Assignment.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the Parties have executed this Assignment as of the Effective Date.

ASSIGNOR:

Cache Private Capital Diversified Fund, LLC,
a Nevada limited liability company

By: Cache Private Capital Management, LLC
Its: Manager

By: *[Signature]*
Name: Sean Clark
Title: Manager

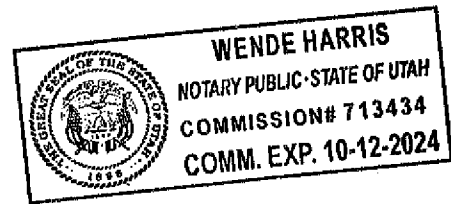
By: *[Signature]*
Name: Kellen Jones
Title: Manager

STATE OF UTAH)
)§
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me, a notary public, on this 13th day of September, 2021, by Sean Clark, Manager of Cache Private Capital Diversified Fund, LLC, a Nevada limited liability company.

[Signature]
Notary Public
Residing at: Salt Lake City, Utah

(Seal)

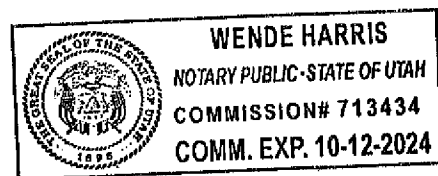


STATE OF UTAH)
)§
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me, a notary public, on this 13th day of September, 2021, by Kellen Jones, Manager of Cache Private Capital Diversified Fund, LLC, a Nevada limited liability company.

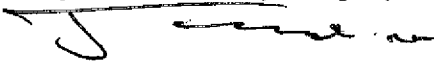
[Signature]
Notary Public
Residing at: Salt Lake City, Utah

(Seal)



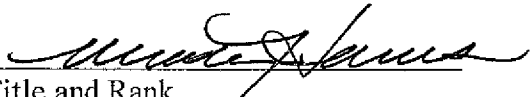
ASSIGNEE:

Wasatch Front Investments, LLC,
a Wyoming limited liability company

By: 
Name: Jamie Mackay
Title: President

STATE OF Utah)
)§
COUNTY OF salt Lake)

This instrument was acknowledged before me on this 10 day of September 2021,
by Jamie Mackay, the President of Wasatch Front Investments, LLC, a Wyoming limited liability
company.


Title and Rank

(Seal)

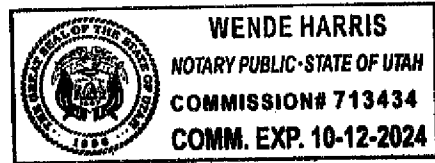


Exhibit A

Area "B" legal

Beginning at a the North $\frac{1}{4}$ Corner of section 1, Township 3 South, Range 5 East, Salt Lake Base and Meridian, and running thence along the sections line N $89^{\circ}33'13''$ E 591.19 feet, thence S $01^{\circ}05'57''$ W 251.99 feet, thence S $55^{\circ}40'51''$ W 309.87 feet, thence S $64^{\circ}42'53''$ W 61.04 feet, thence S $62^{\circ}36'38''$ W 165.23 feet, thence S $34^{\circ}36'00''$ W 301.34 feet to a point on a non-tangent 180.00' radius curve to the left, thence along arc of said curve 88.12 feet through a delta of $28^{\circ}03'03''$ (chord bears S $57^{\circ}29'12''$ E 87.25'), thence S $27^{\circ}43'44''$ W 188.30 feet, thence N $53^{\circ}22'20''$ W 357.75 feet, thence N $01^{\circ}06'03''$ E 501.38 feet, thence N $05^{\circ}04'14''$ E 269.70 feet to the section line, thence along section line N $89^{\circ}33'35''$ E 310.30 feet to the point of beginning. Parcel contains 12.80 acres.

Area "C" legal

Beginning at a point that is S $89^{\circ}33'13''$ W 1,116.44 feet along the section line and South 2,279.92 feet from the Northeast Corner of section 1, Township 3 South, Range 5 East, Salt Lake Base and Meridian, and running thence S $66^{\circ}21'19''$ W 260.00 feet, thence S $64^{\circ}14'46''$ W 188.62 feet, thence S $64^{\circ}14'46''$ W 239.85 feet, thence S $64^{\circ}14'46''$ W 242.17 feet, thence N $76^{\circ}48'44''$ W 315.90 feet, thence N $09^{\circ}08'00''$ W 511.56 feet, thence N $64^{\circ}23'57''$ E 460.06 feet to a non-tangent 500.00' radius curve to the right, thence along arc of said curve 132.69 feet through a delta of $15^{\circ}12'19''$ (chord bears S $04^{\circ}45'39''$ E 132.30 feet), thence S $02^{\circ}50'31''$ W 18.16 feet to a 110.00' radius curve to the left, thence along arc of said curve 220.20 feet through a delta of $11^{\circ}41'39''$ (chord bears S $54^{\circ}30'19''$ E 185.23 feet), thence N $68^{\circ}08'51''$ E 59.44 feet to a point on a 440.00' radius curve to the left, thence along arc of said curve 328.98 feet through a delta of $42^{\circ}50'23''$ (chord bears N $46^{\circ}43'39''$ E 321.37 feet) to a point on a 500.00' radius reverse curve to the right, thence along arc of said curve 88.30 feet through a delta of $10^{\circ}07'05''$ (chord bears N $30^{\circ}22'01''$ E 88.18 feet, thence S $36^{\circ}04'25''$ E 545.90 feet to the point of beginning. Parcel contains 13.07 acres.