

CTIA # 147219-WHF

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

Holland + Hart LLP
attn: Brad Flynn
P.O. Box 68
Jackson, Wyoming 83001

Tax Id No.: 00-0007-6864, 00-0020-7784, 00-0007-6872, 00-0007-6880, 00-0020-2698, 00-0020-4218,
00-0020-9040 and 00-0021-5559

(Space above this line for Recorder's use only)

PARTIAL ASSIGNMENT OF DECLARANT RIGHTS

THIS PARTIAL ASSIGNMENT OF DECLARANT RIGHTS (this "Assignment"), is made and entered into effective as of September 15, 2021, by and between AJ FIRESIDE PARK CITY LLC, a Delaware limited liability company ("Declarant"), and BENLOCH CPC, LLC, a Utah limited liability company ("Assignee").

RECITALS

Contemporaneously herewith, Declarant is conveying to Assignee the real property legally described on **Exhibit A** attached hereto (the "Property"), which is subject to that certain Master Declaration of Covenants, Conditions, Restrictions, and Reservation of Easements for Benloch Ranch recorded in the real property records of Wasatch County, Utah on June 16, 2021 as Entry No. 502142 (the "Declaration").

Declarant now desires to partially and nonexclusively assign to Assignee, and Assignee desires to accept, certain rights of Declarant as Declarant under the Declaration.

Initially capitalized terms used herein and not otherwise defined herein shall have the meanings set forth in the Declaration.

ASSIGNMENT AND AGREEMENT

1. Assignment of Special Declarant Rights. Declarant, as Declarant under the Declaration, hereby partially and nonexclusively assigns to Assignee the following Special Declarant Rights of Declarant under Section 15.3 of the Declaration (the "Assigned Rights"), to the extent such Assigned Rights relate, and exercisable only with respect, to the Property: (a) the right to maintain sales offices, model Dwellings, and signs advertising the Project or any Dwelling at any location in the Project (but not marketing any other property); and (b) the right to use easements throughout the Common Areas as set forth in the Declaration. The Assigned Rights shall only be exercised by Assignee with respect to Property owned by Assignee from time to time, and may not be exercised with respect to any other property not owned by Assignee, except that Assignee shall have such access rights over the private roads within the Project as may be reasonably necessary for Assignee to access the Property.

2. Acceptance of Assigned Rights. Assignee hereby accepts the foregoing assignment of Assigned Rights and assumes all obligations with respect to the Assigned Rights first arising from and after the date of this Assignment.

3. Reserved and Retained Rights. Subject to the foregoing partial and nonexclusive assignment of the Assigned Rights, Declarant reserves and retains all rights as Declarant under the Declaration. Without limiting Assignees rights under Section 1, Declarant expressly reserves and retains all rights as Declarant, including, without limitation, the Special Declarant Rights set forth in Section 15.3 of the Declaration, with respect to the property now owned, or hereafter acquired, by Declarant.

4. Cooperation. Assignee and Declarant hereby agree to cooperate with regards to the development of the Project and Declarant agrees to grant Assignee such additional rights under the Declaration as Assignee reasonably requires to own and develop the Property.

5. Binding Effect. The terms and provisions of this Assignment shall be binding upon and inure to the benefit of Declarant and Assignee and their respective successors and assigns.

6. Further Assurances. From time to time following the date of this Assignment, each party shall perform such other acts and shall execute, deliver and furnish such other instruments, documents, materials and information as the other party may reasonably request in order to effectuate the transactions provided for in this Assignment.

7. Recitals. The foregoing Recitals are incorporated into and made a part of this Assignment.


8. Counterparts. This Assignment may be executed in multiple counterparts, which taken together shall be deemed one original.

[Remainder of Page Intentionally Left Blank. Signature Pages Follow.]

IN WITNESS WHEREOF, the undersigned have duly executed this Assignment as of the date first set forth above.

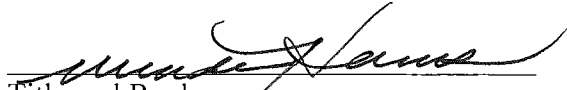
DECLARANT:

AJ FIRESIDE PARK CITY LLC,
a Delaware limited liability company

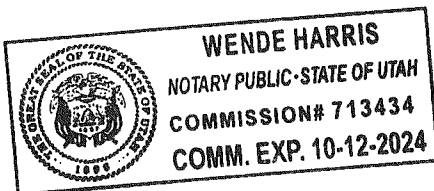
By: 
Name: Jamie Mackay
Title: President

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 AJ Fireside Park City LLC, a Delaware limited liability company.


Title and Rank


(Seal)



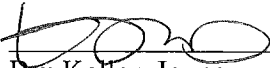
ASSIGNEE:

BENLOCH CPC, LLC,
a Utah limited liability company

By: Cache Private Capital Management, LLC
Its: Manager



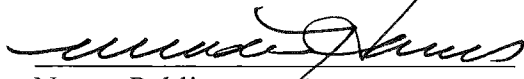
By: Sean Clark
Its: Manager



By: Kellen Jones
Its: Manager

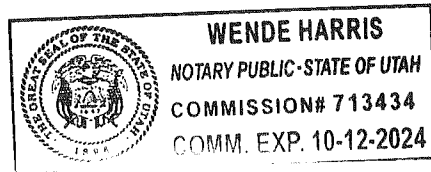
STATE OF UTAH)
)§
COUNTY OF SALT LAKE)

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 MANAGEMENT, LLC, a Nevada limited liability company, Manager of BENLOCH CPC, LLC, a Utah limited liability company.



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 MANAGEMENT, LLC, a Nevada limited liability company, Manager of BENLOCH CPC, LLC, a Utah limited liability company.



Notary Public
Residing at: Salt Lake City, Utah

(Seal)

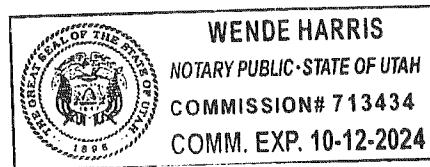


EXHIBIT A

PARTS OF SECTIONS 1 AND 2, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SECTION 1, TOWNSHIP 3 SOUTH, RANGE 5 EAST (SAID NORTHEAST CORNER OF SECTION 1 BEING N89°31'27"E 16027.64 FEET FROM THE SOUTHWEST CORNER OF SECTION 34, TOWNSHIP 2 SOUTH, RANGE 5 EAST AND BEING THE BASIS OF BEARINGS FOR THIS PROJECT); THENCE S01°18'39"E, 2563.63 FEET TO THE TRUE POINT OF BEGINNING; THENCE S01°18'39"E, 86.33 FEET; THENCE S01°29'16"E, 2544.74 FEET; THENCE N89°51'47"W, 466.72 FEET; THENCE S00°36'10"E, 466.74 FEET; THENCE N89°51'52"W, 2470.19 FEET; THENCE N89°51'50"W, 2695.77 FEET; THENCE N00°26'57"W, 194.70 FEET TO THE BEGINNING OF A TANGENT CURVE TURNING TO THE LEFT WITH A RADIUS OF 655.00 FEET; THENCE ALONG SAID CURVE AN ARC LENGTH OF 379.56 FEET, A DELTA ANGLE OF 33°12'07", A CHORD BEARING OF N17°03'01"W, AND A CHORD LENGTH OF 374.27 FEET; THENCE N05°15'38"E, 701.74 FEET; THENCE N07°07'05"E, 475.22 FEET; THENCE N12°20'34"W, 653.73 FEET; THENCE N00°52'42"W, 550.18 FEET; THENCE N04°43'52"E, 403.75 FEET; THENCE N15°34'44"E, 320.49 FEET; THENCE S89°58'21"E 2481.55 FEET; THENCE S52°14'52"E, 346.35 FEET; THENCE S16°50'21"E, 394.58 FEET; THENCE S01°06'44"W, 404.26 FEET; THENCE S37°42'12"E, 163.59 FEET; THENCE N90°00'00"E, 227.79 FEET; THENCE N67°20'38"E, 1125.22 FEET; THENCE N38°18'23"E, 494.94 FEET; THENCE N64°46'26"E, 220.52 FEET; THENCE S72°16'42"E, 552.74 FEET; THENCE S62°48'28"E, 354.89 FEET TO THE POINT OF BEGINNING. AREA COMPRISES 18,457,515.86 SF OR 423.7263 AC, MORE OR LESS.