

WHEN RECORDED, PLEASE RETURN TO:

Roger D. Henriksen
Robert A. McConnell
Parr Brown Gee & Loveless
101 South 200 East, Suite 100
Salt Lake City, Utah 84111

Ent 515493 Bk 1398 Pg 493 - 586
MARCY M. MURRAY, Recorder
WASATCH COUNTY CORPORATION
2022 Feb 22 11:09AM Fee: \$738.00 TC
For: Parr Brown Gee and Loveless
ELECTRONICALLY RECORDED

Tax Parcel Nos. (See Exhibit A)

(Space above for Recorder's use only)

**FIRST AMENDMENT
TO
MOUNTAINSIDE RESORT
MASTER DEVELOPMENT AGREEMENT**

THIS FIRST AMENDMENT TO THE MOUNTAINSIDE RESORT MASTER DEVELOPMENT AGREEMENT (this "**Amendment**") is entered into this 17th day of February, 2022, by and between the MILITARY INSTALLATION DEVELOPMENT AUTHORITY, a political subdivision of the State of Utah ("**MIDA**"), and EX UTAH DEVELOPMENT LLC, a Delaware limited liability company ("**Master Developer**").

RECITALS:

A. This Amendment amends that certain Mountainside Resort Master Development Agreement (the "**Original Agreement**"), which Original Agreement is dated August 19, 2020 and was recorded in the official records of the Wasatch County Recorder on August 20, 2020 as Entry No. 483120 in Book 1307 at Page 1743 (as such Original Agreement has been modified or amended prior to the date hereof and by this Amendment, the "**Agreement**"). Capitalized terms not otherwise defined in this Amendment shall have the meaning ascribed to them in the Original Agreement.

B. The Agreement affects certain real property (the "**Mountainside Property**") described therein and described on Exhibit A attached hereto and incorporated herein by this reference.

C. The Original Agreement was entered into by and among MIDA, Master Developer and the following Landowners (the "**Original Landowners**"): BLX LLC ("**BLX**"), BLX MAYFLOWER LLC ("**BLXM**"), BLX PIOCHE LLC ("**BLX Pioche**"), BLX LAND LLC ("**BLX Land**"), BLX MWR HOTEL LLC ("**BLX MWR**"), RH MAYFLOWER LLC ("**RH Mayflower**"), and 32 DOM MAYFLOWER LLC ("**32 DOM**"), each of which is a Delaware limited liability company.

D. Following the execution of the Original Agreement various parcels of the Mountainside Property have been conveyed to Affiliates of Master Developer (the "**Master Developer Affiliates**," being the following Delaware limited liability companies: BLX Lease 2

LLC, Pioche Village Fee Estate LLC, BLX Lot 1A LLC, BLX Lot 2 LLC, BLX Lot 3 LLC, BLX Lot 4 LLC, BLX Lot 5 LLC, BLX Lot 6 LLC, BLX Lot 7 LLC, BLX Lot 8 LLC, BLX Lot 9 LLC, BLX Lot 10 LLC, BLX Lot 11 LLC, BLX Lot 18 LLC, BLX Lot 19 LLC, BLX Lot 21 LLC, BLX Lot 22 LLC, BLX Lot 23 LLC, BLX WYE LLC, BLX Park Peak LLC and BLX Ventana LLC), together with certain other third parties, all of whom are identified as the recipients of portions of the Mountainside Property on Exhibit B attached hereto and incorporated herein by this reference.

E. As of the date of this Amendment, BLX Pioche, RH Mayflower, 32 Dom, BLX Lot 12, BLX Lot 14-17, and Pioche Village Fee (collectively, "**Prior Landowners**") no longer own any portion of the Mountainside Property but are executing this Amendment for purposes of acknowledging their consent and agreement to the same.

F. BLX, BLX Mayflower, BLX Land and BLX MWR, together with MIDA (in its proprietary as opposed to regulatory capacity), the Master Developer Affiliates, RS21 Mayflower LLC and IEG Pioche constitute the "**Landowners**" under the Agreement and currently own parcels of real property or lots of record included in the Mountainside Property.

G. Pursuant to the requirements of Section 5 of the Original Agreement, Master Developer, Original Landowners and MIDA were authorized and have the right to amend the Original Agreement without the further consent or approval of the Landowners, and now desire to amend the Original Agreement as more fully set forth below.

AGREEMENT:

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants made herein and in the Original Agreement, the receipt and sufficiency of which are hereby acknowledged, the parties to this Amendment agree as follows:

1. Amendment of Recitals. Recital K of the Agreement is hereby amended and restated in its entirety as follows:

K. WHEREAS, BLXM submitted the BLXM Master Plan to MIDA for review and, on December 17, 2018, the MIDA Board (as defined herein) approved the BLXM Master Plan and adopted amendments to Chapter 5 of the MIDA Development Standards pursuant to Resolution 18-27 (as approved, the "**BLXM Master Plan**").

2. Amendment of Section 1.1. Section 1.1 of the Agreement is hereby amended and restated in its entirety as follows:

1.1 **Effective Date.** The Effective Date of this Agreement is deemed to be August 19, 2020 (the "**Effective Date**"), which Effective Date was established upon the execution of the Original Agreement by the Parties.

3. Amendment of Section 3.2.1. Section 3.2.1 of the Agreement is hereby amended and restated in its entirety as follows:

3.2.1 Mountainside Property Located Within BLXM Master Plan.

(a) This Agreement is intended to implement the approved BLXM Master Plan as an MDP (as defined in the MIDA Development Standards) and also to specify the Maximum Residential Density for the Mountainside Property and the Blue Ledge Parcel. This Agreement is also intended to clarify and add detail to the development approvals authorized in the BLXM Master Plan.

(b) In the event of any inconsistency between the terms of this Agreement and the provisions of the BLXM Master Plan, the terms and provisions of this Agreement shall control. Consistent with Section 5.06(1) of the MIDA Development Standards, to the extent, if any, that the terms of this Agreement clarify or effectively interpret the MIDA Development Standards, then the terms of this Agreement shall control.

(c) The MIDA Board's approval of the BLXM Master Plan includes its approval of the various attachments thereto, including the roadways, Trails and other infrastructure improvements shown thereon and contemplated thereby. In connection with its approval of this Agreement, MIDA has approved the Mountainside Resort Land Use Plan and the Mountainside Resort Utility and Infrastructure Plans, which are updated versions of the land use and infrastructure planning documents included in the BLXM Master Plan. The Mountainside Resort Land Use Plan identifies the general location and configurations of various land uses within the Mountainside Resort.

(d) As applicable, approved permitted uses, conditional uses, densities per acre, building heights, roof slopes, setbacks, and other similar land use rules and regulations within each of the land use areas identified in the BLXM Master Plan shall be those uses, densities and other development standards allowed or otherwise approved pursuant to the MIDA Development Standards. As of the Acceptance Date and subject to this Agreement and Applicable Law, Master Developer's vested development rights for the Mountainside Property within the BLXM Master Plan include the right to develop such Mountainside Property in accordance with the BLXM Master Plan and the Mountainside Resort Land Use Plan for any and all of the approved uses identified in the MIDA Development Standards; provided, however, that the maximum number of Residential Development ERUs developed on the Mountainside Property shall not exceed the number of Residential Development ERUs' shown on the "**Development ERU—Density Allocation Schedule**" attached hereto as Exhibit D.

3. Amendment of Section 4.1.1. Section 4.1.1 of the Agreement is hereby amended and restated in its entirety as follows:

4.1.1. Generally. As of the Acceptance Date of this Agreement, Developer shall have the vested right to develop the Mountainside Resort in accordance with this Agreement, the Development Entitlements, and Applicable Law. Master Developer additionally reserves the right, in its reasonable discretion, to name and/or change or otherwise modify the name of the Mountainside Resort from time-to-time throughout the Term of this Agreement. Any prior land use entitlements or restrictions arising with respect to the Density Determination and any documents entered into in connection therewith that relate to or affect the Mountainside Property are hereby agreed by the Parties to be subsumed into the Development Entitlements and shall be of no further force or effect. For the avoidance of

doubt, the foregoing statement is not intended to affect the validity and continuing effectiveness of the BLXM Master Plan or the North Mayflower Master Plan, each of which shall continue to be in full force and effect pursuant to their respective terms, as the same may be amended from time to time, notwithstanding any subdivision or combination of parcels within the Mountainside Resort or any assignment of development rights or Development ERUs with respect to a particular Project or Development Lot within the Mountainside Resort to a Project Developer pursuant to the terms of this Agreement. Notwithstanding the foregoing, the Parties anticipate MIDA taking such actions as are necessary to exercise jurisdiction as the land use authority with respect to development and other agreements pertaining to the use of land within the West Side, even if such agreements were entered into by Wasatch County or another government body that had land use jurisdiction when such agreements were executed. MIDA's jurisdiction with respect to such historical agreements arises from MIDA's exclusive land use jurisdiction under the MIDA Act, as well as the express articulation and acknowledgment of such jurisdiction in the West Side Interlocal Agreement. The Parties will cooperate in filing whatever is necessary to evidence the release of prior instruments of record that are no longer applicable to the Mountainside Resort.

4. **Amendment of Section 4.2.3.** Section 4.2.3(g) of the Agreement is hereby deleted in its entirety.

5. **Amendment of Section 5.** Section 5 of the Agreement is hereby amended and restated in its entirety as follows:

Unless otherwise expressly provided in this Agreement or a Transfer Acknowledgement, MIDA and Master Developer may amend this Agreement by mutual written consent, and no amendment or modification of this Agreement shall require the consent or approval of any Landowner or other Person having any interest in any specific lot, parcel, unit or other portion of the Mountainside Resort.

6. **Amendment of Section 12.** The reference to Exhibit F in Section 12 of the Agreement is hereby amended and restated in its entirety to be:

“Exhibit F West Side Frontage Road Improvements”

7. **Updated Cross-References.** The cross-references identified below are hereby updated and corrected as set forth below:

- (a) “Section 3.24.2” found in the last line of Section 3.11.5 shall be “Section 3.25.2”;
- (b) The reference to the “North Village Master Plan” found in the last line of Section 3.28 shall be the “North Mayflower Master Plan”; and
- (c) The Sub-Section references in Section 10.15 (i.e. 10.13.1 through 10.13.7) shall be Sub-Sections 10.15.1 through 10.15.7, respectively and each as applicable.

8. **Definitions.** The following Definitions from Exhibit B of the Agreement are hereby amended and restated in their entirety as follows:

“Additional Cure Period” shall have the meaning set forth in Section 10.15.4.

"BLXM Master Plan" has the meaning set forth in Recital K, as such BLXM Master Plan is amended by Master Developer and approved by MIDA from time to time. A copy of the BLXM Master Plan is on file with MIDA.

“East Overlook Improvements” means those certain improvements planned for the East Overlook Parcel and identified on the depiction of the East Overlook Parcel reviewed by the DRC on April 21, 2020 (such improvements being listed below for ease of reference), together with such other improvements as are installed on the East Overlook Parcel from time-to-time pursuant to subsequently obtained development approvals pursuant to the MIDA Development Standards. The improvements identified on the depiction of the East Overlook Parcel identified above are: Cat Barn, Maintenance Shop, Maintenance Yard, Electrical Substation, Water Tanks, Pump Stations, Laundry, Recycling Facility, Compost Facility, Village Refuse Facility, Ski Terrain Access, Snow Storage, Ancillary Uses, Admin Offices, Employee Parking and Public and Private Utilities.

“East Side Frontage Road Improvements” means those frontage road improvements to be constructed by MIDA pursuant to Section 3.8(4), which East Side Frontage Road Improvements include: (a) the construction of a roadway running from the western opening of the Southern Portal of the Portal Improvements and continuing thereafter until it connects with Highway 319 on the East Side; and (b) frontage road improvements commencing on the western opening of the Northern Portal of the Portal Improvements and continuing thereafter on the East Side and connecting to the Jordanelle Parkway.

“Eligible Mortgagee” has the meaning set forth in Section 10.15.3.

“Estoppel Certificate” has the meaning set forth in Section 10.15.7.

“Existing Fee Schedule” has the meaning set forth in Section 3.16.3.

“Lenders” has the meaning set forth in Section 3.33.

“Mortgage” has the meaning set forth in Section 10.15.1.

“Mortgagee” has the meaning set forth in Section 10.15.1.

“North Mayflower Master Plan” means a master plan for the portion of the Mountainside Resort located generally north of the property subject to the BLXM Master Plan, which North Mayflower Master Plan was approved by the MIDA Board on September 1, 2020 pursuant to MIDA Resolution No. 2020-26. Upon approval of the North Mayflower Master Plan, the North Mayflower Master Plan replaced the Pioche Master Plan in its entirety; provided, however, such replacement did not reduce the number of Development ERU’s allocated to the Pioche Property pursuant to the West Side Interlocal Agreement.

“Pioche Master Plan” means that certain 2010 Master Plan, Density Determination, and Physical Constraints Analysis, as referenced in that certain Pioche – South Master Plan

Agreement, dated June 21, 2010, and recorded in the office of the Wasatch County Recorder on July 8, 2010 and Entry No. 360688 at Book 1017, as the same may be amended, supplemented or otherwise modified from time to time, including, without limitation, such amendments and other modifications as are approved pursuant to the North Mayflower Master Plan. The Pioche Master Plan was approved by Wasatch County but was not separately approved by MIDA and the Pioche Master Plan was ultimately replaced by the North Mayflower Master Plan, which preserves the vested right of BLX Pioche to develop the number of Development ERU's allocated to the Pioche Property pursuant to the West Side Interlocal Agreement.

“**Term**” has the meaning set forth in Section 2.1.

“**West Side**” has the meaning set forth in Recital F.

9. **Exhibits.** Exhibit H, Exhibit I, Exhibit L and Exhibit O of the Agreement are hereby replaced in their entirety by Exhibit H, Exhibit I, Exhibit L and Exhibit O, respectively, attached to this Amendment.

10. **Conflicts.** This Amendment entirely supersedes and replaces in its entirety that certain Affidavit Correcting Clerical Error recorded September 4, 2020 as Entry No. 484144 in Book 1310 at Page 1893 in the official records of the Wasatch County Recorder. In the event of any conflict between the terms and conditions set forth in this Amendment and those set forth in the Agreement, the terms and conditions of this Amendment shall control.

11. **Ratification.** Except as expressly set forth in this Amendment, the Agreement is ratified and confirmed as written.

[Signatures appear on the following pages]

IN WITNESS WHEREOF, this Amendment has been entered into by and among MIDA, the Master Developer, the Landowners and the Prior Landowners as of the date and year first above written.

MIDA:

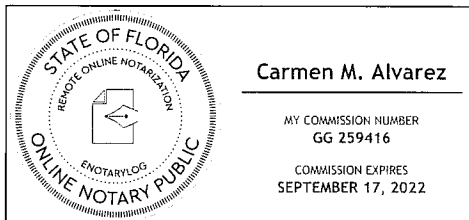
Military Installation Development Authority

Paul Morris

Paul Morris
Executive Director

Florida *CA*
STATE OF ~~UTAH~~)
Hillsborough *CA* :ss
COUNTY OF ~~SALT LAKE~~)

On the 17th day of February, 2022, personally appeared before me Paul Morris, who being by me duly sworn did say, that he is the Executive Director of the MILITARY INSTALLATION DEVELOPMENT AUTHORITY, a political subdivision of the State of Utah, and that said instrument was signed in behalf of the Military Installation Development Authority, by authority of law.



Carmen M. Alvarez
NOTARY PUBLIC

This Notarization was conducted using online audio/video technology.

MASTER DEVELOPER:

EX UTAH DEVELOPMENT LLC,
a Delaware limited liability company

By: _____
Name: Gary Barnett
Title: President

STATE OF NEW YORK)
 : ss
COUNTY OF NEW YORK)

The foregoing instrument was acknowledged before me this ____ day of February, 2022, by Gary Barnett, who executed the foregoing instrument in his capacity as the President of EX Utah Development LLC, a Delaware limited liability company.

NOTARY PUBLIC

CONSENT AND ACKNOWLEDGMENT OF LANDOWNERS

Each of the undersigned Landowners hereby: (a) confirms and acknowledges such Landowner's receipt of this Amendment and confirms that the Agreement, as amended by this Amendment, is in full force and effect with respect to the to the properties owned by such Landowner and located within the Mountainside Property; and (b) consents and agrees to abide by the terms and conditions of the Agreement, as amended pursuant to this Amendment, each to the extent applicable to the properties owned by such Landowner.

LANDOWNERS:

IEG PIOCHE, LLC,
a Utah limited liability company

By: _____
Name: Chad Magleby
Title: Managing Member

STATE OF UTAH)
 : ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of February, 2022, by Chad Magleby, who executed the foregoing instrument in his capacity as the Managing Member of IEG PIOCHE, LLC, a Utah limited liability company.

NOTARY PUBLIC

LANDOWNERS:

RS21 MAYFLOWER LLC,
a Delaware limited liability company

By its Manager RS21 Mayflower Manager LLC,
a Utah limited liability company;

By its Manager Stillwater Equity Partners LLC,
a Utah limited liability company;

By: _____
Name: J. Brett Boren
Its: Manager

STATE OF UTAH)
 ss
COUNTY OF SALT LAKE)

On the ____ day of February in the year 2022 before me, the undersigned, a Notary Public in and for said State, personally appeared J. Brett Boren, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged himself to be the Manager of Stillwater Equity Partners LLC, a Utah limited liability company, the Manager of RS21 Mayflower Manager LLC, a Utah limited liability company, the Manager of RS21 MAYFLOWER LLC, a Delaware limited liability company, being authorized to do so, he executed the foregoing instrument for the purposes therein contained, by signing the name of the company, by himself as such officer.

Notary Public

(SEAL)

LANDOWNERS:

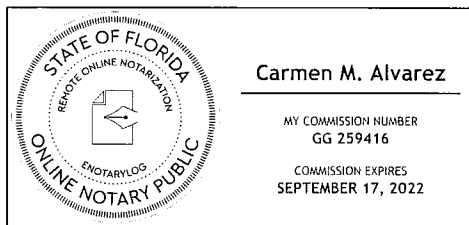
**MILITARY INSTALLATION
DEVELOPMENT AUTHORITY**, acting in its
proprietary as opposed to regulatory capacity

Paul Morris

Paul Morris
Executive Director

STATE OF ~~UTAH~~ ^{Florida})
COUNTY OF ~~SALT LAKE~~ ^{Hillsborough}) :ss

On the 17th day of February, 2022, personally appeared before me Paul Morris, who being by me duly sworn did say, that he is the Executive Director of the MILITARY INSTALLATION DEVELOPMENT AUTHORITY, a political subdivision of the State of Utah, and that said instrument was signed in behalf of the Military Installation Development Authority, by authority of law.



Carmen M. Alvarez
NOTARY PUBLIC

NOTARIZED ONLINE USING AUDIO/VIDEO COMMUNICATION

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LANDOWNERS:

BLX LLC
BLX MAYFLOWER LLC
BLX LAND LLC
BLX MWR HOTEL LLC
BLX LEASE 2 LLC
PIOCHE VILLAGE FEE ESTATE LLC
BLX LOT 1A LLC
BLX LOT 2 LLC
BLX LOT 3 LLC
BLX LOT 4 LLC
BLX LOT 5 LLC
BLX LOT 6 LLC
BLX LOT 7 LLC
BLX LOT 8 LLC
BLX LOT 9 LLC
BLX LOT 10 LLC
BLX LOT 11 LLC
BLX LOT 18 LLC
BLX LOT 19 LLC
BLX LOT 21 LLC
BLX LOT 22 LLC
BLX LOT 23 LLC
BLX WYE LLC
BLX PARK PEAK LLC
BLX VENTANA LLC
each a Delaware limited liability company

By: _____
Gary Barnett, President of each of
the twenty-six above-named entities

STATE OF NEW YORK)
 : ss
 COUNTY OF NEW YORK)

The foregoing instrument was acknowledged before me this ____ day of February, 2022, by Gary Barnett, who executed the foregoing instrument in his capacity as the President of BLX LLC, BLX Mayflower LLC, BLX Land LLC, BLX MWR Hotel LLC, BLX Lease 2 LLC, Pioche Village Fee Estate LLC, BLX Lot 1A LLC, BLX Lot 2 LLC, BLX Lot 3 LLC, BLX Lot 4 LLC, BLX Lot 5 LLC, BLX Lot 6 LLC, BLX Lot 7 LLC, BLX Lot 8 LLC, BLX Lot 9 LLC, BLX Lot 10 LLC, BLX Lot 11 LLC, BLX Lot 18 LLC, BLX Lot 19 LLC, BLX Lot 21 LLC, BLX Lot 22 LLC, BLX Lot 23 LLC, BLX WYE LLC, BLX Park Peak LLC and BLX Ventana LLC, each a Delaware limited liability company.

NOTARY PUBLIC

CONSENT AND ACKNOWLEDGMENT OF PRIOR LANDOWNERS

Each of the undersigned Prior Landowners hereby: (a) confirms and acknowledges such Prior Landowner's receipt of this Amendment and confirms that the Agreement, as amended by this Amendment, is in full force and effect; and (b) consents and agrees to the amendment of the Agreement pursuant to and as set forth in this Amendment.

PRIOR LANDOWNERS:

RH MAYFLOWER LLC
32 DOM MAYFLOWER LLC
BLX PIOCHE LLC
BLX LOT 12 LLC
BLX LOT 14-17 LLC
BLX VILLAGE FEE LLC
each a Delaware limited liability company

By: _____
Gary Barnett, President of each of
the five above-named entities

STATE OF NEW YORK)
 : ss
COUNTY OF NEW YORK)

The foregoing instrument was acknowledged before me this ____ day of February, 2022, by Gary Barnett, who executed the foregoing instrument in his capacity as the President of RH Mayflower LLC, 32 DOM Mayflower LLC, BLX Pioche LLC, BLX Lot 12 LLC, BLX Lot 14-17 LLC, BLX Village Fee LLC each a Delaware limited liability company.

NOTARY PUBLIC

CONSENT

Subject to the conditions set forth herein below, Centennial Bank (“**Centennial**”), as the Beneficiary under that certain Deed of Trust, Assignment of Leases and Rents and Security Agreement (the “**Deed of Trust**”), dated March 31, 2020, and recorded on March 31, 2020 as Entry No. 476275 in Book 1287 at Page 1248 of the Official Records of Wasatch County, State of Utah, and on March 31, 2020 as Entry No. 1129881 in Book 2562 at Page 1950 of the Official Records of Summit County, State of Utah, as amended by that certain Deed of Trust Modification and Spreader Agreement, dated August 27, 2020, by and between Trustor and the undersigned, recorded on August 27, 2020, as entry number 483525 in Book 1309 at Page 488 of the Official Records of Wasatch County, State of Utah, and on August 27, 2020 as Entry No. 1140097 in Book 2594 at Page 333 of the Official Records of Summit County, State of Utah, hereby consents to that certain First Amendment to Mountainside Resort Master Development Agreement dated as of February ____, 2022, and made by and between MIDA, on the one hand, and BLX, BLXM, BLX POCHE, BLX LAND, BLX MWR, RH MAYFLOWER, and EX UTAH DEVELOPMENT LLC, on the other hand (the “**First Amendment**”), and acknowledges its prior subordination all of its right, title, and interest in and to the real property encumbered by the Deed of Trust to the Original Agreement, as amended by this First Amendment (collectively, the “**Consent**”). Centennial’s execution and delivery of this Consent is expressly conditioned on the acknowledgement and agreement by each of the parties to the First Amendment, including without limitation, MIDA (which acknowledgement and agreement is hereby deemed given by such parties having entered into the First Amendment with this Consent attached, and shall be binding on each of their respective successors and assigns), that (i) such Consent shall in no way affect, diminish, or act as a waiver by Centennial of any rights granted or benefits imparted to Centennial as a Mortgagee or Eligible Mortgagee under the Original Agreement, as amended by this First Amendment, and that such rights and benefits shall also inure to any party that is a Centennial designee or successor in interest to, or any other purchaser in a foreclosure, sale in lieu of foreclosure, or otherwise of, any portion of the Mountainside Property or any estate or interest therein in which Centennial has an interest (each of the foregoing parties, a “**Successor**”), (ii) Centennial and any Successor is hereby recognized to be and shall continue to remain an Eligible Mortgagee under the Original Agreement, as amended by this First Amendment, and (iii) the notice requirement specified in Section 10.15 of the Original Agreement for Centennial to be identified as an Eligible Mortgagee for all purposes under the Original Agreement, as amended by this First Amendment, including without limitation, the right to receive a copy of any Default Notice from MIDA, is hereby deemed satisfied. Centennial hereby acknowledges and agrees that any notice to be provided to it as a Mortgagee or Eligible Mortgagee under or pursuant to the Original Agreement, as amended by this First Amendment, shall be deemed properly addressed if sent to Centennial Bank at 12 East 49th Street - 28th Floor New York, New York 10017 Attention: Francillia LeBlanc, with a copy to Herrick, Feinstein LLP, 2 Park Avenue, New York, New York 10016 Attention: Jonathan M. Markowitz, Esq., unless and until notice of a change of Mortgage (Deed of Trust) ownership or Mortgagee address has been given to MIDA in writing in the manner specified in the Original Agreement for giving notices. All capitalized terms used and not defined in this Consent shall have the meanings ascribed to them in the Original Agreement, as amended by the First Amendment.

[Signature appears on the next page]

DATED the ____ day of February, 2022.

Centennial Bank, an Arkansas state chartered
bank

By: _____

Name: Sanjay Maridev Ramakrishna

Title: Director – Portfolio Manager

STATE OF NEW YORK)
) ss:
COUNTY OF KINGS)

On the ____ day of February 2022, before me, the undersigned, a Notary Public in and for said State, personally appeared Sanjay Maridev Ramakrishna, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed this instrument.

NOTARY PUBLIC

Exhibit A
to
First Amendment
to
Mountainside Resort Master Development Agreement

(Description of Mountainside Property)

The legal description of the Property is described as follows

Parcel 1: PIOCHE Y (Wasatch County)

Parcel No. JDR-HY-40-19:21:S

A parcel of land situate in Thurman No. 155 Mining Claim in the Blue Ledge Mining District located in the West half of the Northwest quarter of Section Twenty-Four (24), Township Two (2) South, Range Four (4) East, Salt Lake Base and Meridian, County of Wasatch, State of Utah, more particularly described as follows:

Beginning 249.39 feet South 7°10' East (South 7°11'44" East highway bearing) from the Northwest corner of said Thurman No. 155 Mining Claim; said corner is approximately 839.06 feet South 36°25'44" East (highway bearing) from the Northeast corner of Section 23, of Township 2 South Range 4 East, Salt Lake Base and Meridian; thence South 7°10' East (South 7°11'44" East highway bearing) 410.61 feet, more or less, along the Westerly sideline of said Thurman No. 155 Mining Claim to the Southerly sideline of said Thurman No. 155 Mining Claim; thence South 72°30' East (South 72°19'16" East highway bearing) 193.57 feet, more or less, along said Southerly sideline to the Westerly right-of-way line of U.S. Highway 40; thence North 21°45'44" West (highway bearing) 312.66 feet, more or less, along said Westerly right-of-way line to an angle point; thence North 34°18'22" West 212.80 feet, more or less, continuing along said Westerly right-of-way line to the point of beginning.

Parcel 2: PIOCHE Y (Wasatch County)

Parcel No. JDR-HY-40-19:21:2S

An undivided three-quarters (3/4) interest in a parcel of land situate in Pioche No. 4 Mining Claim of the Blue Ledge Mining District located in the West half of the Northwest quarter (W1/2NW1/4) of Section Twenty-Four (24), Township Two (2) South Range Four (4) East, Salt Lake Base and Meridian, County of Wasatch, State of Utah, more particularly described as follows:

Beginning at Corner No. 2, Lot No. 174, of Mineral Survey No. 138 for Pioche No. 4 Mining Claim, surveyed in 1889 of record; thence South 80°45' West (South 80°55'52" West highway bearing) 178.71 feet, more or less, along the Northerly mining claim line of said Pioche No. 4 Mining Claim to a point on the right-of-way line of the "L" Line frontage road 50.0 feet perpendicularly distant Northeasterly from the centerline of a frontage road known as "L" Line; thence South 71°13'00" East (highway bearing) along said right-of-way line 71.10 feet, more or less, to a point of tangency with a 622.96 foot radius curve to the right, to a point opposite "L": Line Engineer Station 21+49.51; thence Southeasterly 425.85 feet along the arc of said curve;

thence North 34°22'12" East 65.76 feet along said right-of-way line to the Westerly no-access line of U.S. Highway 40; thence North 22°02'00" West (highway bearing) 165.77 feet along said Westerly no-access line; thence North 21°45'44" West 50.16 feet, more or less, continuing along said Westerly no-access line to the Northeasterly sideline of said Pioche No. 4 Mining Claim; thence North 72°30' West (North 72°19'16" West highway bearing) 182.97 feet, more or less, along said sideline of said Pioche No. 4 Mining Claim to the point of beginning.

Parcel 3: Government Lots (Wasatch County)

All of Government Lots 17, 18 and 34 in Section 26, Township 2 South Range 4 East, Salt Lake Base and Meridian.

Excepting from the above described Lot 34, those portions conveyed to Deer Valley Resort Company, LLC, a Utah limited liability company, by that certain Quit Claim Deed recorded October 11, 2017 as Entry No. 443791 in Book 1203 at Page 1487 of the official records in the office of the Wasatch County Recorder.

All of Government Lots 21, 23, 24 and 25 in Section 33, Township 2 South Range 4 East, Salt Lake Base and Meridian.

All of Government Lots 18 through 24, inclusive, in Section 34, Township 2 South Range 4 East, Salt Lake Base and Meridian.

All of Government Lots 1, and 13 through 24, inclusive, in Section 35, Township 2 South, Range 4 East, Salt Lake Base and Meridian.

Parcel 4 - Island No. 1: (Wasatch County)

The following patented lode mining claims lying within Section 2, Township 3 South, Range 4 East, Salt Lake Base and Meridian:

Parcel 4-1:

The Big Hill Patented Lode Mining Claim, M.S. 6973, as the same is more particularly described in that certain United States Patent recorded September 2, 1931 as Entry No. 48157 in Book 10 of Mining Deeds at Page 263 of the official records in the office of the Wasatch County Recorder.

Parcel 4-2:

The Green Stone Patented Lode Mining Claim, M.S. 6973, as the same is more particularly described in that certain United States Patent recorded September 2, 1931 as Entry No. 48157 in Book 10 of Mining Deeds at Page 263 of the official records in the office of the Wasatch County Recorder.

EXCEPTING THEREFROM those portions lying with the Southeast quarter of the Northeast quarter, and the Southeast quarter of Section 3, Township 3 South, Range 4 East, Salt Lake Base and Meridian.

Parcel 5 - Island No. 2: (Wasatch County)

The following patented lode mining claims lying within Section 2, Township 3 South, Range 4 East, Salt Lake Base and Meridian:

Parcel No. 5-1:

The Buckeye Patented Lode Mining Claim, Lot No. 4297, as the same is more particularly described in that certain United States Mineral Entry Patent recorded July 15, 1926 as Entry No. 42509 in Book 10 of Mining Deeds at Page 53 of the official records in the office of the Wasatch County Recorder.

Parcel No. 5-2:

The Eclipse Patented Lode Mining Claim, Lot No. 5130, as the same is more particularly described in that certain United States Mineral Entry Patent recorded March 28, 1906 as Entry No. 14910 in Book 5 of Mining Deeds at Page 404 of the official records in the office of the Wasatch County Recorder.

Parcel No. 5-3:

The Plantic Patented Lode Mining Claim, Lot No. 5130, as the same is more particularly described in that certain United States Mineral Entry Patent recorded March 28, 1906 as Entry No. 14910 in Book 5 of Mining Deeds at Page 404 of the official records in the office of the Wasatch County Recorder.

Parcel No. 5-4:

The Rising Star Patented Lode Mining Claim, Lot No. 5130, as the same is more particularly described in that certain United States Mineral Entry Patent recorded March 28, 1906 as Entry No. 14910 in Book 5 of Mining Deeds at Page 404 of the official records in the office of the Wasatch County Recorder.

Parcel No. 5-5:

The Susie G Patented Lode Mining Claim, Lot No. 4297, as the same is more particularly described in that certain United States Mineral Entry Patent recorded July 15, 1926 as Entry No. 42509 in Book 10 of Mining Deeds at Page 53 of the official records in the office of the Wasatch County Recorder.

Parcel No. 5-6:

The Susie G No. 2 Patented Lode Mining Claim, Lot No. 4297, as the same is more particularly described in that certain United States Mineral Entry Patent recorded July 15, 1926 as Entry No. 42509 in Book 10 of Mining Deeds at Page 53 of the official records in the office of the Wasatch County Recorder.

Parcel No. 5-7:

The Undine Patented Lode Mining Claim, Lot No. 5130, as the same is more particularly described in that certain United States Mineral Entry Patent recorded March 28, 1906 as Entry No. 14910 in Book 5 of Mining Deeds at Page 404 of the official records in the office of the Wasatch County Recorder.

Parcel 6 - Island No. 3: (Wasatch County)

The following patented lode mining claims lying within Sections 34 and 35, Township 2 South, Range 4 East, Salt Lake Base and Meridian, and Section 2, Township 3 South, Range 4 East, Salt Lake Base and Meridian:

Parcel 6-1:

The Adla Patented Lode Mining Claim, Lot No. 3916, as the same is more particularly described in that certain United States Mineral Entry Patent recorded September 12, 1925 as Entry No. 41691 in Book 10 of Mining Deeds at Page 2 of the official records in the office of the Wasatch County Recorder.

Parcel 6-2:

The Fram Patented Lode Mining Claim, Lot No. 3915, as the same is more particularly described in that certain United States Mineral Entry Patent recorded September 12, 1925 as Entry No. 41691 in Book 10 of Mining Deeds at Page 2 of the official records in the office of the Wasatch County Recorder.

Parcel 6-3:

The Gerda Patented Lode Mining Claim, Lot No. 3917, as the same is more particularly described in that certain United States Mineral Entry Patent recorded September 12, 1925 as Entry No. 41691 in Book 10 of Mining Deeds at Page 2 of the official records in the office of the Wasatch County Recorder.

Parcel 6-4:

The Hebe Patented Lode Mining Claim, Lot No. 3920, as the same is more particularly described in that certain United States Mineral Entry Patent recorded September 12, 1925 as Entry No. 41691 in Book 10 of Mining Deeds at Page 2 of the official records in the office of the Wasatch County Recorder.

Parcel 6-5:

The Valkyrien Patented Lode Mining Claim, Lot No. 3918, as the same is more particularly described in that certain United States Mineral Entry Patent recorded September 12, 1925 as Entry No. 41691 in Book 10 of Mining Deeds at Page 2 of the official records in the office of the Wasatch County Recorder.

Parcel 6-6:

The Vista Patented Lode Mining Claim, Lot No. 3919, as the same is more particularly described in that certain United States Mineral Entry Patent recorded September 12, 1925 as Entry No. 41691 in Book 10 of Mining Deeds at Page 2 of the official records in the office of the Wasatch County Recorder.

Parcel 7 - PATENTED CLAIMS: (Summit and Wasatch Counties)Parcel 7-1:

The Acme Patented Lode Mining Claim, Lot No. 5403, as the same is more particularly described in that certain United States Mineral Entry Patent recorded December 20, 1916 as Entry No. 32445 in Book 9 of Mining Deeds at Page 69 of the official records in the office of the Wasatch County Recorder.

Parcel 7-2:

The Amanda Patented Lode Mining Claim, Lot No. 3768, as the same is more particularly described in that certain United States Mineral Entry Patent recorded June 15, 1900 as Entry No. 5911 in Book T at Page 566 of the official records in the office of the Wasatch County Recorder.

Parcel 7-3

The Amanda J. Patented Lode Mining Claim, M.S. 6810, as the same is more particularly described in that certain United States Mineral Entry Patent recorded April 11, 1944 as Entry No. 62197 in Book 10 of Mining Deeds at Page 523 of the official records in the office of the Wasatch County Recorder.

EXCEPTING THEREFROM those portions lying within Section 36, Township 2 South, Range 4 East, Salt Lake Base and Meridian.

Parcel 7-4:

The American Boy Patented Lode Mining Claim, Lot No. 5328, as the same is more particularly described in that certain United States Mineral Entry Patent recorded December 20, 1916 as Entry No. 32447 in Book 9 of Mining Deeds at Page 79 of the official records in the office of the Wasatch County Recorder.

Parcel 7-5:

The American Chief Patented Lode Mining Claim, Lot No. 5403, as the same is more particularly described in that certain United States Mineral Entry Patent recorded December 20, 1916 as Entry No. 32445 in Book 9 of Mining Deeds at Page 69 of the official records in the office of the Wasatch County Recorder.

Parcel 7-6:

The American Queen Patented Lode Mining Claim, M.S. 5458, as the same is more particularly described in that certain United States Mineral Entry Patent recorded December 20, 1916 as Entry No. 32446 in Book 9 of Mining Deeds at Page 75 of the official records in the office of the Wasatch County Recorder.

Parcel 7-7

The Autumn Gold Patented Lode Mining Claim, Lot No. 3792, as the same is more particularly described in that certain United States Mineral Entry Patent recorded December 13, 1901 as Entry No. 7771 in Book 3 of Mining Deeds at Page 267 of the official records in the office of the Wasatch County Recorder.

Parcel 7-8

The Barbara Patented Lode Mining Claim, Lot No. 5403, as the same is more particularly described in that certain United States Mineral Entry Patent recorded December 20, 1916 as Entry No. 32445 in Book 9 of Mining Deeds at Page 69 of the official records in the office of the Wasatch County Recorder.

Parcel 7-9

The Ben Butler Patented Lode Mining Claim, M.S. 6642, as the same is more particularly described in that certain United States Patent recorded October 25, 1924 as Entry No. 40765 in Book 9 of Mining Deeds at Page 590 of the official records in the office of the Wasatch County Recorder.

Parcel 7-10

The Black Rock Patented Lode Mining Claim, Lot No. 449, as the same is more particularly described in that certain United States Mineral Entry Patent recorded October 2, 1928 as Entry No. 41377 in Book F of Mining Deeds at Page 391 of the official records in the office of the Summit County Recorder.

Parcel 7-11

The Black Rock Patented Lode Mining Claim, Lot No. 3792, as the same is more particularly described in that certain United States Mineral Entry Patent recorded December 13, 1901 as Entry No. 7771 in Book 3 of Mining Deeds at Page 267 of the official records in the office of the Wasatch County Recorder.

Parcel 7-12

The Blue Bell Patented Lode Mining Claim, M.S. 6810, as the same is more particularly described in that certain United States Mineral Entry Patent recorded April 11, 1944 as Entry No. 62197 in Book 10 of Mining Deeds at Page 523 of the official records in the office of the Wasatch County Recorder.

EXCEPTING THEREFROM those portions lying within Section 36, Township 2 South, Range 4 East, Salt Lake Base and Meridian.

Parcel 7-13

The Blue Bell No. 3 Patented Lode Mining Claim, M.S. 6810, as the same is more particularly described in that certain United States Mineral Entry Patent recorded April 11, 1944 as Entry No. 62197 in Book 10 of Mining Deeds at Page 523 of the official records in the office of the Wasatch County Recorder.

Parcel 7-14

The Callico Patented Lode Mining Claim, M.S. 5929, as the same is more particularly described in that certain United States Mineral Entry Patent recorded September 19, 1935 as Entry No. 52714 in Book 10 of Mining Deeds at Page 406 of the official records in the office of the Wasatch County Recorder, and recorded October 17, 1918 as Entry No. 28895 in Book F of Mining Deeds at Page 222 of the official records in the office of the Summit County Recorder.

Parcel 7-15

The Clarissa No. 1 Patented Lode Mining Claim, M.S. 6980, as the same is more particularly described in that certain United States Mineral Entry Patent recorded December 13, 1946 as Entry No. 65152 in Book 10 of Mining Deeds at Page 559 of the official records in the office of the Wasatch County Recorder.

EXCEPTING THEREFROM those portions of said Clarissa No. 1 lying within Government Lot 13, and the North half of the Southeast quarter of Section 4, Township 3 South, Range 4 East, Salt Lake Base and Meridian.

Parcel 7-16

The Clarissa No. 2 Patented Lode Mining Claim, M.S. 6980, as the same is more particularly described in that certain United States Mineral Entry Patent recorded December 13, 1946 as Entry No. 65152 in Book 10 of Mining Deeds at Page 559 of the official records in the office of the Wasatch County Recorder.

Parcel 7-17

The Clark Patented Lode Mining Claim, Lot No. 5302, as the same is more particularly described in that certain United States Mineral Entry Patent recorded October 11, 1926 as Entry No. 42674 in Book 10 of Mining Deeds at Page 64 of the official records in the office of the Wasatch County Recorder.

Parcel 7-18

The Columbus Patented Lode Mining Claim, Lot No. 4108, as the same is more particularly described in that certain United States Mineral Entry Patent recorded June 3, 1929 as Entry No. 45796 in Book 10 of Mining Deeds at Page 192 of the official records in the office of the Wasatch County Recorder.

Parcel 7-19

The Contact No. 4 Patented Lode Mining Claim, M.S. 7164, as the same is more particularly described in that certain United States Mineral Entry Patent recorded March 26, 1962 as Entry No. 83009 in Book 11 of Mining Deeds at Page 266 of the official records in the office of the Wasatch County Recorder.

EXCEPTING THEREFROM any portions of said Contact No. 4 lying within Government Lot 16 of Section 35, Township 2 South, Range 4 East, Salt Lake Base and Meridian.

Parcel 7-20

The Contact No. 8 Patented Lode Mining Claim, M.S. 7285, as the same is more particularly described in that certain United States Mineral Entry Patent recorded September 15, 1960 as Entry No. 80936 in Book 5 of Patents at Page 250 of the official records in the office of the Wasatch County Recorder.

Parcel 7-21

The Coolidge Patented Lode Mining Claim, M.S. 6952, as the same is more particularly described in that certain United States Mineral Entry Patent recorded May 21, 1935 as Entry No. 52333 in Book 10 of Mining Deeds at Page 325 of the official records in the office of the Wasatch County Recorder, and recorded June 30, 1941 as Entry No. 68494 in Book G of mining deeds at Page 237 of the official records in the office of the Summit County Recorder.

Parcel 7-22

The Copper King Patented Lode Mining Claim, Lot No. 4436, as the same is more particularly described in that certain United States Mineral Entry Patent recorded October 7, 1929 as Entry No. 46218 in Book 10 of Mining Deeds at Page 204 of the official records in the office of the Wasatch County Recorder.

Parcel 7-23

The Copper Queen Patented Lode Mining Claim, Lot No. 2981, as the same is more particularly described in that certain United States Mineral Entry Patent recorded October 7, 1929 as Entry No. 46220 in Book 10 of Mining Deeds at Page 206 of the official records in the office of the Wasatch County Recorder.

Parcel 7-24

The Crescent Patented Lode Mining Claim, Lot No. 5087, as the same is more particularly described in that certain United States Mineral Entry Patent recorded February 12, 1906 as Entry No. 14791 in Book 5 of Mining Deeds at Page 384 of the official records in the office of the Wasatch County Recorder.

Parcel 7-25

The D & H Patented Lode Mining Claim, Lot No. 5404, as the same is more particularly described in that certain United States Mineral Entry Patent recorded December 20, 1916 as Entry No. 32447 in Book 9 of Mining Deeds at Page 79 of the official records in the office of the Wasatch County Recorder lying within Wasatch County, Utah.

Parcel 7-26

The Ethel Patented Lode Mining Claim, M.S. 7130, as the same is more particularly described in that certain United States Mineral Entry Patent recorded December 24, 1957 as Entry No. 77623 in Book 11 of Mining Deeds at Page 213 of the official records in the office of the Wasatch County Recorder.

Parcel 7-27

The Fisher No. 1 Patented Lode Mining Claim, M.S. 6980, as the same is more particularly described in that certain United States Mineral Entry Patent recorded December 13, 1946 as

Entry No. 65152 in Book 10 of Mining Deeds at Page 559 of the official records in the office of the Wasatch County Recorder, and recorded January 3, 1947 as Entry No. 75666 in Book G of mining deeds at Page 351 of the official records in the office of the Summit County Recorder.

Parcel 7-28

Those portion of the Fisher No. 2 Patented Lode Mining Claim, M.S. 6980, as the same is more particularly described in that certain United States Mineral Entry Patent recorded December 13, 1946 as Entry No. 65152 in Book 10 of Mining Deeds at Page 559 of the official records in the office of the Wasatch County Recorder, and recorded January 3, 1947 as Entry No. 75666 in Book G of mining deeds at Page 351 of the official records in the office of the Summit County Recorder, which lie within Wasatch County.

Parcel 7-29

The Fisher No. 3 Patented Lode Mining Claim, M.S. 6980, as the same is more particularly described in that certain United States Mineral Entry Patent recorded December 13, 1946 as Entry No. 65152 in Book 10 of Mining Deeds at Page 559 of the official records in the office of the Wasatch County Recorder, and recorded January 3, 1947 as Entry No. 75666 in Book G of mining deeds at Page 351 of the official records in the office of the Summit County Recorder.

Parcel 7-30

The Fisher No. 4 Patented Lode Mining Claim, M.S. 6980, as the same is more particularly described in that certain United States Mineral Entry Patent recorded December 13, 1946 as Entry No. 65152 in Book 10 of Mining Deeds at Page 559 of the official records in the office of the Wasatch County Recorder, and recorded January 3, 1947 as Entry No. 75666 in Book G of mining deeds at Page 351 of the official records in the office of the Summit County Recorder.

Parcel 7-31

The Fisher No. 5 Patented Lode Mining Claim, M.S. 6980, as the same is more particularly described in that certain United States Mineral Entry Patent recorded December 13, 1946 as Entry No. 65152 in Book 10 of Mining Deeds at Page 559 of the official records in the office of the Wasatch County Recorder, and recorded January 3, 1947 as Entry No. 75666 in Book G of mining deeds at Page 351 of the official records in the office of the Summit County Recorder.

Parcel 7-32

The Fisher No. 6 Patented Lode Mining Claim, M.S. 6980, as the same is more particularly described in that certain United States Mineral Entry Patent recorded December 13, 1946 as Entry No. 65152 in Book 10 of Mining Deeds at Page 559 of the official records in the office of the Wasatch County Recorder, and recorded January 3, 1947 as Entry No. 75666 in Book G of mining deeds at Page 351 of the official records in the office of the Summit County Recorder.

Parcel 7-33

The Fisher No. 7 Patented Lode Mining Claim, M.S. 6980, as the same is more particularly described in that certain United States Mineral Entry Patent recorded December 13, 1946 as Entry No. 65152 in Book 10 of Mining Deeds at Page 559 of the official records in the office of the Wasatch County Recorder, and recorded January 3, 1947 as Entry No. 75666 in Book G of mining deeds at Page 351 of the official records in the office of the Summit County Recorder.

Parcel 7-34

The Fisher No. 8 Patented Lode Mining Claim, M.S. 6980, as the same is more particularly described in that certain United States Mineral Entry Patent recorded July 9, 1956 as Entry No. 75768 in Book 5 of Patents at Page 242 of the official records in the office of the Wasatch County Recorder.

EXCEPTING THEREFROM those portions of said Fisher No. 8 lying with the Northwest quarter of Section 4, Township 3 South, Range 4 East, Salt Lake Base and Meridian.

Parcel 7-35

The Fisher No. 9 Patented Lode Mining Claim, M.S. 6980, as the same is more particularly described in that certain United States Mineral Entry Patent recorded December 13, 1946 as Entry No. 65152 in Book 10 of Mining Deeds at Page 559 of the official records in the office of the Wasatch County Recorder, and recorded January 3, 1947 as Entry No. 75666 in Book G of mining deeds at Page 351 of the official records in the office of the Summit County Recorder.

Parcel 7-36

The Fisher No. 10 Patented Lode Mining Claim, M.S. 6980, as the same is more particularly described in that certain United States Mineral Entry Patent recorded December 13, 1946 as Entry No. 65152 in Book 10 of Mining Deeds at Page 559 of the official records in the office of the Wasatch County Recorder, and recorded January 3, 1947 as Entry No. 75666 in Book G of mining deeds at Page 351 of the official records in the office of the Summit County Recorder.

Parcel 7-37

The Fisher No. 11 Patented Lode Mining Claim, M.S. 6980, as the same is more particularly described in that certain United States Mineral Entry Patent recorded December 13, 1946 as Entry No. 65152 in Book 10 of Mining Deeds at Page 559 of the official records in the office of the Wasatch County Recorder, and recorded January 3, 1947 as Entry No. 75666 in Book G of mining deeds at Page 351 of the official records in the office of the Summit County Recorder.

Parcel 7-38

The Fisher No. 12 Patented Lode Mining Claim, M.S. 6980, as the same is more particularly described in that certain United States Mineral Entry Patent recorded December 13, 1946 as Entry No. 65152 in Book 10 of Mining Deeds at Page 559 of the official records in the office of the Wasatch County Recorder, and recorded January 3, 1947 as Entry No. 75666 in Book G of mining deeds at Page 351 of the official records in the office of the Summit County Recorder.

Parcel 7-39

Those portions of the Flagstaff Mine Patented Lode Mining Claim, Lot No. 38, as the same is more particularly described in that certain United States Mineral Entry Patent recorded October 2, 1928 as Entry No. 41379 in Book F of Mining Deeds at Page 394 of the official records in the office of the Summit County Recorder, which lie within Wasatch County.

Parcel 7-40

The Forty-Fifth Star Patented Lode Mining Claim, M.S. 5929, as the same is more particularly described in that certain United States Mineral Entry Patent recorded September 19, 1935 as Entry No. 52714 in Book 10 of Mining Deeds at Page 406 of the official records in the office of the Wasatch County Recorder, and recorded October 17, 1918 as Entry No. 28895 in Book F of Mining Deeds at Page 222 of the official records in the office of the Summit County Recorder.

Parcel 7-41

The Fourth of July No. 2 Patented Lode Mining Claim, Lot No. 112, as the same is more particularly described in that certain United States Mineral Entry Patent recorded February 27, 1884 in Book D at Page 620 of the official records in the office of the Wasatch County Recorder.

Parcel 7-42

The Fourth of July No. 5 Patented Lode Mining Claim, M.S. 7182, as the same is more particularly described in that certain United States Mineral Entry Patent recorded May 23, 1944 as Entry No. 62371 in Book 10 of Mining Deeds at Page 529 of the official records in the office of the Wasatch County Recorder.

Parcel 7-43

The General Jackson Patented Lode Mining Claim, Lot No. 3768, as the same is patented by that certain United States Mineral Entry Patent recorded June 15, 1900 as Entry No. 5911 in Book T at Page 566 of the official records in the office of the Wasatch County Recorder.

Parcel 7-44

The George H. C. Patented Lode Mining Claim, Lot No. 2956, as the same is more particularly described in that certain United States Mineral Entry Patent recorded September 11, 1901 in Book 3 of Mining Deeds at Page 215 of the official records in the office of the Wasatch County Recorder.

Parcel 7-45

The George Washington Patented Lode Mining Claim, Lot No. 4108, as the same is more particularly described in that certain United States Mineral Entry Patent recorded June 3, 1929 as Entry No. 45796 in Book 10 of Mining Deeds at Page 192 of the official records in the office of the Wasatch County Recorder.

Parcel 7-46

The Gladys Patented Lode Mining Claim, M.S. 5929, as the same is more particularly described in that certain United States Mineral Entry Patent recorded September 19, 1935 as Entry No. 52714 in Book 10 of Mining Deeds at Page 406 of the official records in the office of the Wasatch County Recorder, and recorded October 17, 1918 as Entry No. 28895 in Book F of Mining Deeds at Page 222 of the official records in the office of the Summit County Recorder.

Parcel 7-47

The Glenco Patented Lode Mining Claim, Lot No. 98, as the same is more particularly described in that certain United States Mineral Entry Patent recorded May 20, 1939 as Entry No. 57237 in

Book 10 of Mining Deeds at Page 452 of the official records in the office of the Wasatch County Recorder.

Parcel 7-48

The Golden Age Patented Lode Mining Claim, Lot No. 113, as the same is more particularly described in that certain United States Mineral Entry Patent recorded February 25, 1884 in Book D of Mining Deeds at Page 616 of the official records in the office of the Wasatch County Recorder.

Parcel 7-49

The Golden Age No. 2 Patented Lode Mining Claim, M.S. 7182, as the same is more particularly described in that certain United States Mineral Entry Patent recorded May 23, 1944 as Entry No. 62371 in Book 10 of Mining Deeds at Page 529 of the official records in the office of the Wasatch County Recorder.

Parcel 7-50

Those portions of the Golden Rule Patented Lode Mining Claim, Lot No. 5100, as the same is more particularly described in that certain United States Mineral Entry Patent recorded March 5, 1973 as Entry No. 99153 in Book 88 of Mining Deeds at Page 122 of the official records in the office of the Wasatch County Recorder, more particularly described as follows:

Beginning at corner no. 4 of the Golden Rule Lode, Survey No. 5100 (being the Northeast corner of said claim); and running thence on a true course South 2°56' West 100 feet along the Easterly line of said Golden Rule lode claim; thence on a true course North 87°04' West 605 feet to a point on the Westerly end line of the Clark lode mining claim; thence along said Westerly end line of the Clark lode mining claim on a true course North 14°27' East 102.1 feet to its intersection with the Northerly sideline of said Golden Rule claim, Survey No. 5100; thence on a true course South 87°04' East 584 feet to corner no. 4 of said Golden Rule Claim, the place of beginning.

Parcel 7-51

The Gold Standard Patented Lode Mining Claim, Lot No. 205, as the same is more particularly described in that certain United States Mineral Entry Patent recorded December 16, 1925 as Entry No. 41990 in Book 10 of Mining Deeds at Page 35 of the official records in the office of the Wasatch County Recorder.

Parcel 7-52

The Great Hopes Patented Lode Mining Claim, M.S. 5911, as the same is more particularly described in that certain United States Patent recorded July 7, 1910 as Entry No. 20746 in Book 8 of Mining Deeds at Page 275 of the official records in the office of the Wasatch County Recorder.

Parcel 7-53

The Hardup Patented Lode Mining Claim, Lot No. 5128, as the same is more particularly described in that certain United States Mineral Entry Patent recorded October 25, 1924 as Entry

No. 40764 in Book 9 of Mining Deeds at Page 585 of the official records in the office of the Wasatch County Recorder.

Parcel 7-54

The Hill Top No. 1 Patented Lode Mining Claim, M.S. 6810, as the same is more particularly described in that certain United States Mineral Entry Patent recorded April 11, 1944 as Entry No. 62197 in Book 10 of Mining Deeds at Page 523 of the official records in the office of the Wasatch County Recorder.

Parcel 7-55

The Homestead Patented Lode Mining Claim, Lot No. 3792, as the same is more particularly described in that certain United States Mineral Entry Patent recorded December 13, 1901 as Entry No. 7771 in Book 3 of Mining Deeds at Page 267 of the official records in the office of the Wasatch County Recorder.

Parcel 7-56

The Hornet Patented Lode Mining Claim, M.S. 7130, as the same is more particularly described in that certain United States Mineral Entry Patent recorded December 24, 1957 as Entry No. 77623 in Book 11 of Mining Deeds at Page 213 of the official records in the office of the Wasatch County Recorder.

Parcel 7-57

The Johnston Patented Lode Mining Claim, M.S. 6810, as the same is more particularly described in that certain United States Mineral Entry Patent recorded April 11, 1944 as Entry No. 62197 in Book 10 of Mining Deeds at Page 523 of the official records in the office of the Wasatch County Recorder.

Parcel 7-58

The Johnston No. 1 Patented Lode Mining Claim, M.S. 6810, as the same is more particularly described in that certain United States Mineral Entry Patent recorded April 11, 1944 as Entry No. 62197 in Book 10 of Mining Deeds at Page 523 of the official records in the office of the Wasatch County Recorder.

Parcel 7-59

The Johnston No. 2 Patented Lode Mining Claim, M.S. 6810, as the same is more particularly described in that certain United States Mineral Entry Patent recorded April 11, 1944 as Entry No. 62197 in Book 10 of Mining Deeds at Page 523 of the official records in the office of the Wasatch County Recorder.

Parcel 7-60

The Lake View No. 2 Patented Lode Mining Claim, Lot No. 3792, as the same is more particularly described in that certain United States Mineral Entry Patent recorded December 13, 1901 as Entry No. 7771 in Book 3 of Mining Deeds at Page 267 of the official records in the office of the Wasatch County Recorder.

Parcel 7-61

The Levary Patented Lode Mining Claim, Lot No. 3768, as the same is more particularly described in that certain United States Mineral Entry Patent recorded June 15, 1900 as Entry No. 5911 in Book T at Page 566 of the official records in the office of the Wasatch County Recorder.

Parcel 7-62

The Lion Patented Lode Mining Claim, Lot No. 3768, as the same is more particularly described in that certain United States Mineral Entry Patent recorded June 15, 1900 as Entry No. 5911 in Book T at Page 566 of the official records in the office of the Wasatch County Recorder.

Parcel 7-63

The Lone Pine Patented Lode Mining Claim, Lot No. 4956, as the same is more particularly described in that certain United States Mineral Entry Patent recorded December 21, 1904 in Book 5 of Mining Deeds at Page 257 of the official records in the office of the Wasatch County Recorder.

Parcel 7-64

The Lone Pine No. 2 Patented Lode Mining Claim, M.S. 5911, as the same is more particularly described in that certain United States Mineral Entry Patent recorded July 7, 1910 as Entry No. 20746 in Book 8 of Mining Deeds at Page 275 of the official records in the office of the Wasatch County Recorder.

Parcel 7-65

The Lookout Mountain No. 2 Patented Lode Mining Claim, M.S. 7130, as the same is more particularly described in that certain United States Mineral Entry Patent recorded December 24, 1957 as Entry No. 77623 in Book 11 of Mining Deeds at Page 213 of the official records in the office of the Wasatch County Recorder.

Parcel 7-66

The Lucky Star Patented Lode Mining Claim, M.S. 5929, as the same is more particularly described in that certain United States Mineral Entry Patent recorded September 19, 1935 as Entry No. 52714 in Book 10 of Mining Deeds at Page 406 of the official records in the office of the Wasatch County Recorder, and recorded October 17, 1918 as Entry No. 28895 in Book F of Mining Deeds at Page 222 of the official records in the office of the Summit County Recorder.

Parcel 7-67

An undivided twenty nine-thirtieths interest in and to the Magnet Patented Lode Mining Claim, Lot No. 41, as the same is more particularly described in that certain United States Mineral Entry Patent recorded March 5, 1973 as Entry No. 99151 in Book 89 at Page 115 of the official records in the office of the Wasatch County Recorder.

Parcel 7-68

The Marcella Patented Lode Mining Claim, M. S. 6760, as the same is more particularly described in that certain United States Mineral Entry Patent recorded July 22, 1925 as Entry No. 41555 in Book 9 of Mining Deeds at Page 637 of the official records in the office of the Wasatch County Recorder.

Parcel 7-69

The Mary Jane Patented Lode Mining Claim, M.S. 6810, as the same is more particularly described in that certain United States Mineral Entry Patent recorded April 11, 1944 as Entry No. 62197 in Book 10 of Mining Deeds at Page 523 of the official records in the office of the Wasatch County Recorder.

Parcel 7-70

The Meadow Patented Lode Mining Claim, Lot No. 3792, as the same is more particularly described in that certain United States Mineral Entry Patent recorded December 13, 1901 as Entry No. 7771 in Book 3 of Mining Deeds at Page 267 of the official records in the office of the Wasatch County Recorder.

Parcel 7-71

Those portions of the Miriam No. 1 Patented Lode Mining Claim, Lot No. 206, as the same is more particularly described in that certain United States Mineral Entry Patent recorded June 29, 1906 as Entry No. 15301 in Book 5 of Mining Deeds at Page 454 of the official records in the office of the Wasatch County Recorder, which lie within Wasatch County.

Parcel 7-72

The Miriam No. 2 Patented Lode Mining Claim, Lot No. 206, as the same is more particularly described in that certain United States Mineral Entry Patent recorded June 29, 1906 as Entry No. 15301 in Book 5 of Mining Deeds at Page 454 of the official records in the office of the Wasatch County Recorder.

Parcel 7-73

The Monitor Patented Lode Mining Claim, Lot No. 3768, as the same is more particularly described in that certain United States Mineral Entry Patent recorded June 15, 1900 as Entry No. 5911 in Book T at Page 566 of the official records in the office of the Wasatch County Recorder.

Parcel 7-74

The Monno Patented Lode Mining Claim, Lot No. 4108, as the same is more particularly described in that certain United States Mineral Entry Patent recorded June 3, 1929 as Entry No. 45796 in Book 10 of Mining Deeds at Page 192 of the official records in the office of the Wasatch County Recorder.

Parcel 7-75

The Monno No. 2 Patented Lode Mining Claim, Lot No. 4108, as the same is more particularly described in that certain United States Mineral Entry Patent recorded June 3, 1929 as Entry No. 45796 in Book 10 of Mining Deeds at Page 192 of the official records in the office of the Wasatch County Recorder.

Parcel 7-76

The Monno No. 3 Patented Lode Mining Claim, Lot No. 4114, as the same is more particularly described in that certain United States Mineral Entry Patent recorded June 3, 1929 as Entry No.

45796 in Book 10 of Mining Deeds at Page 192 of the official records in the office of the Wasatch County Recorder.

Parcel 7-77

The Morning Star Patented Lode Mining Claim, Lot No. 3792, as the same is more particularly described in that certain United States Mineral Entry Patent recorded December 13, 1901 as Entry No. 7771 in Book 3 of Mining Deeds at Page 267 of the official records in the office of the Wasatch County Recorder.

Parcel 7-78

The Mountaineer Patented Lode Mining Claim, Lot No. 211, as the same is more particularly described in that certain United States Mineral Entry Patent recorded July 20, 1896 in Book N at Page 483 of the official records in the office of the Wasatch County Recorder.

Parcel 7-79

The New Discovery Patented Lode Mining Claim, Lot No. 5302, as the same is more particularly described in that certain United States Mineral Entry Patent recorded October 11, 1926 as Entry No. 42674 in Book 10 of Mining Deeds at Page 64 of the official records in the office of the Wasatch County Recorder.

Parcel 7-80

The North Side No. 3 Patented Lode Mining Claim, Lot No. 100, as the same is more particularly described in that certain United States Mineral Entry Patent recorded May 20, 1939 as Entry No. 57239 in Book 10 of Mining Deeds at Page 455 of the official records in the office of the Wasatch County Recorder.

Parcel 7-81

The Overlooked Fraction Patented Lode Mining Claim, M.S. 6026, as the same is more particularly described in that certain United States Mineral Entry Patent recorded July 9, 1912 as Entry No. 22362 in Book F of Mining Deeds at Page 65 of the official records in the office of the Summit County Recorder.

Parcel 7-82

The Park City Patented Lode Mining Claim, Lot No. 5067, as the same is more particularly described in that certain United States Mineral Entry Patent recorded October 20, 1926 as Entry No. 42704 in Book 10 of Mining Deeds at Page 65 of the official records in the office of the Wasatch County Recorder.

Parcel 7-83

The Pearl J. C. Patented Lode Mining Claim, Lot No. 2956, as the same is more particularly described in that certain United States Mineral Entry Patent recorded September 11, 1901 in Book 3 of Mining Deeds at Page 215 of the official records in the office of the Wasatch County Recorder.

Parcel 7-84

The Phyllis Patented Lode Mining Claim, M.S. 6810, as the same is more particularly described in that certain United States Mineral Entry Patent recorded April 11, 1944 as Entry No. 62197 in Book 10 of Mining Deeds at Page 523 of the official records in the office of the Wasatch County Recorder.

Parcel 7-85

The Poor Man Patented Lode Mining Claim, Lot No. 5128, as the same is more particularly described in that certain United States Mineral Entry Patent recorded October 25, 1924 as Entry No. 40764 in Book 9 of Mining Deeds at Page 585 of the official records in the office of the Wasatch County Recorder.

Parcel 7-86

The Prince Patented Lode Mining Claim, M.S. 5911, as the same is more particularly described in that certain United States Patent recorded July 7, 1910 as Entry No. 20746 in Book 8 of Mining Deeds at Page 275 of the official records in the office of the Wasatch County Recorder.

Parcel 7-87

The Ray Patented Lode Mining Claim, M.S. 6952, as the same is more particularly described in that certain United States Mineral Entry Patent recorded May 21, 1935 as Entry No. 52333 in Book 10 of Mining Deeds at Page 325 of the official records in the office of the Wasatch County Recorder, and recorded June 30, 1941 as Entry No. 68494 in Book G of Mining Deeds at Page 237 of the official records in the office of the Summit County Recorder.

Parcel 7-88

The Red Bird Patented Lode Mining Claim, Lot No. 3792, as the same is more particularly described in that certain United States Mineral Entry Patent recorded December 13, 1901 as Entry No. 7771 in Book 3 of Mining Deeds at Page 267 of the official records in the office of the Wasatch County Recorder.

Parcel 7-89

The Red Horse Patented Lode Mining Claim, Lot No. 3792, as the same is more particularly described in that certain United States Mineral Entry Patent recorded December 13, 1901 as Entry No. 7771 in Book 3 of Mining Deeds at Page 267 of the official records in the office of the Wasatch County Recorder.

Parcel 7-90

The Red Pine Patented Lode Mining Claim, M.S. 6810, as the same is more particularly described in that certain United States Mineral Entry Patent recorded April 11, 1944 as Entry No. 62197 in Book 10 of Mining Deeds at Page 523 of the official records in the office of the Wasatch County Recorder.

Parcel 7-91

The Red Rock Patented Lode Mining Claim, M.S. 6973, as the same is more particularly described in that certain United States Patent recorded September 2, 1931 as Entry No. 48157 in

Book 10 of Mining Deeds at Page 263 of the official records in the office of the Wasatch County Recorder.

EXCEPTING THEREFROM those portions lying within the Southeast quarter of the Northeast quarter, and the Southeast quarter of Section 3, Township 3 South, Range 4 East, Salt Lake Base and Meridian.

Parcel 7-92

The Reward Patented Lode Mining Claim, Lot No. 3792, as the same is more particularly described in that certain United States Mineral Entry Patent recorded December 13, 1901 as Entry No. 7771 in Book 3 of Mining Deeds at Page 267 of the official records in the office of the Wasatch County Recorder.

Parcel 7-93

The Rose Bud Patented Lode Mining Claim, Lot No. 201, as the same is more particularly described in that certain United States Mineral Entry Patent recorded March 20, 1893 in Book N at Page 376 of the official records in the office of the Wasatch County Recorder.

Parcel 7-94

The Rosebud Fraction Patented Lode Mining Claim, M. S. 7280, as the same is more particularly described in that certain United States Mineral Entry Patent recorded January 14, 1959 as Entry No. 78998 in Book 5 of Patents at Page 245 of the official records in the office of the Wasatch County Recorder.

Parcel 7-95

The Sardsfeld Patented Lode Mining Claim, Lot No. 196, as the same is more particularly described in that certain United States Mineral Entry Patent recorded March 5, 1973 as Entry No. 99154 in Book 88 at Page 125 of the official records in the office of the Wasatch County Recorder.

EXCEPTING THEREFROM those portions lying in Section 36, Township 2 South, Range 4 East, Salt Lake Base and Meridian.

Parcel 7-96

The Silver Age Patented Lode Mining Claim, Lot No. 114, as the same is more particularly described in that certain United States Mineral Entry Patent recorded February 27, 1884 in Book D at Page 624 of the official records in the office of the Wasatch County Recorder.

Parcel 7-97

The Silver Shield Patented Lode Mining Claim, Lot No. 5128, as the same is more particularly described in that certain United States Mineral Entry Patent recorded October 25, 1924 as Entry No. 40764 in Book 9 of Mining Deeds at Page 585 of the official records in the office of the Wasatch County Recorder.

Parcel 7-98

The Silver Standard Patented Lode Mining Claim, Lot No. 205, as the same is more particularly described in that certain United States Mineral Entry Patent recorded December 16, 1925 as Entry No. 41990 in Book 10 of Mining Deeds at Page 35 of the official records in the office of the Wasatch County Recorder.

Parcel 7-99

The Silver Star Patented Lode Mining Claim, Lot No. 3768, as the same is patented by that certain United States Mineral Entry Patent recorded June 15, 1900 as Entry No. 5911 in Book T at Page 566 of the official records in the office of the Wasatch County Recorder.

Parcel 7-100

The Small Hopes Patented Lode Mining Claim, Lot No. 4956, as the same is more particularly described in that certain United States Mineral Entry Patent recorded December 21, 1904 in Book 5 of Mining Deeds at Page 251 of the official records in the office of the Wasatch County Recorder.

Parcel 7-101

The Snowflake Patented Lode Mining Claim, M.S. 6810, as the same is more particularly described in that certain United States Mineral Entry Patent recorded April 11, 1944 as Entry No. 62197 in Book 10 of Mining Deeds at Page 523 of the official records in the office of the Wasatch County Recorder.

Parcel 7-102

The Snow Flake No. 1 Patented Lode Mining Claim, M.S. 6810, as the same is more particularly described in that certain United States Mineral Entry Patent recorded April 11, 1944 as Entry No. 62197 in Book 10 of Mining Deeds at Page 523 of the official records in the office of the Wasatch County Recorder.

Parcel 7-103

The Sofia Patented Lode Mining Claim, Lot No. 99, as the same is more particularly described in that certain United States Mineral Entry Patent recorded May 20, 1939 as Entry No. 57238 in Book 10 of Mining Deeds at Page 454 of the official records in the office of the Wasatch County Recorder.

Parcel 7-104

The South Star Patented Lode Mining Claim, M.S. 5929, as the same is more particularly described in that certain United States Mineral Entry Patent recorded September 19, 1935 as Entry No. 52714 in Book 10 of Mining Deeds at Page 406 of the official records in the office of the Wasatch County Recorder, and recorded October 17, 1918 as Entry No. 28895 in Book F of Mining Deeds at Page 222 of the official records in the office of the Summit County Recorder.

Parcel 7-105

The Spotted Fawn Patented Lode Mining Claim, Lot No. 205, as the same is more particularly described in that certain United States Mineral Entry Patent recorded December 16, 1925 as

Entry No. 41990 in Book 10 of Mining Deeds at Page 35 of the official records in the office of the Wasatch County Recorder.

Parcel 7-106

The Sultan Patented Lode Mining Claim, Lot No. 5087, as the same is more particularly described in that certain United States Mineral Entry Patent recorded February 12, 1906 as Entry No. 14791 in Book 5 of Mining Deeds at Page 384 of the official records in the office of the Wasatch County Recorder.

Parcel 7-107

The Thurman Junior Patented Lode Mining Claim, M. S. 6899, as the same is more particularly described in that certain United States Mineral Entry Patent recorded March 5, 1973 as Entry No. 99152 in Book 88 of Mining Deeds at Page 119 of the official records in the office of the Wasatch County Recorder.

Parcel 7-108

The Toronto Patented Lode Mining Claim, Lot No. 5068, as the same is more particularly described in that certain United States Mineral Entry Patent recorded October 7, 1929 as Entry No. 46219 in Book 10 of Mining Deeds at Page 205 of the official records in the office of the Wasatch County Recorder.

Parcel 7-109

The Troy Patented Lode Mining Claim, Lot No. 4956, as the same is more particularly described in that certain United States Mineral Entry Patent recorded December 21, 1904 in Book 5 of Mining Deeds at Page 257 of the official records in the office of the Wasatch County Recorder.

Parcel 7-110

The Tug of War Patented Lode Mining Claim, Lot No. 5067, as the same is more particularly described in that certain United States Mineral Entry Patent recorded October 20, 1926 as Entry No. 42704 in Book 10 of Mining Deeds at Page 65 of the official records in the office of the Wasatch County Recorder.

Parcel 7-111

Those portions of the Uncle Charles Patented Lode Mining Claim, Lot No. 448, as the same is more particularly described in that certain United States Mineral Entry Patent recorded October 2, 1928 as Entry No. 41381 in Book F of Mining Deeds at Page 398 of the official records in the office of the Summit County Recorder, which lie within Wasatch County.

Parcel 7-112

The Valeo No. 5 Patented Lode Mining Claim, Lot No. 3766, as the same is more particularly described in that certain United States Mineral Entry Patent recorded June 30, 1904 as Entry No. 38178 in Book 9 of Mining Deeds at Page 371 of the official records in the office of the Wasatch County Recorder.

Parcel 7-113

The Vancouver Patented Lode Mining Claim, Lot No. 4956, as the same is more particularly described in that certain United States Mineral Entry Patent recorded December 21, 1904 in Book 5 of Mining Deeds at Page 257 of the official records in the office of the Wasatch County Recorder.

Parcel 7-114

The Viola Patented Lode Mining Claim, Lot No. 4956, as the same is more particularly described in that certain United States Mineral Entry Patent recorded December 21, 1904 in Book 5 of Mining Deeds at Page 257 of the official records in the office of the Wasatch County Recorder.

Parcel 7-115

The Viola No. 2 Patented Lode Mining Claim, M.S. 5911, as the same is more particularly described in that certain United States Mineral Entry Patent recorded July 7, 1910 as Entry No. 20746 in Book 8 of Mining Deeds at Page 275 of the official records in the office of the Wasatch County Recorder.

Parcel 7-116

The Virgo Patented Lode Mining Claim, M.S. 6980, as the same is more particularly described in that certain United States Mineral Entry Patent recorded December 13, 1946 as Entry No. 65152 in Book 10 of Mining Deeds at Page 559 of the official records in the office of the Wasatch County Recorder.

EXCEPTING THEREFROM those portions lying within Government Lot 13, and the North half of the Southeast quarter of Section 4, Township 3 South, Range 4 East, Salt Lake Base and Meridian.

Parcel 7-117

The Virgo No. 2 Patented Lode Mining Claim, M.S. 6980, as the same is more particularly described in that certain United States Mineral Entry Patent recorded December 13, 1946 as Entry No. 65152 in Book 10 of Mining Deeds at Page 559 of the official records in the office of the Wasatch County Recorder.

Parcel 7-118

The Wildflower Patented Lode Mining Claim, M.S. 6980, as the same is more particularly described in that certain United States Mineral Entry Patent recorded December 13, 1946 as Entry No. 65152 in Book 10 of Mining Deeds at Page 559 of the official records in the office of the Wasatch County Recorder.

Parcel 7-119

The Wildflower No. 2 Patented Lode Mining Claim, M.S. 6980, as the same is more particularly described in that certain United States Mineral Entry Patent recorded December 13, 1946 as Entry No. 65152 in Book 10 of Mining Deeds at Page 559 of the official records in the office of the Wasatch County Recorder.

EXCEPTING THEREFROM those portions lying within Government Lot 13, and the North half of the Southeast quarter of Section 4, Township 3 South, Range 4 East, Salt Lake Base and Meridian.

Parcel 7-120

The Wildflower No. 3 Patented Lode Mining Claim, M.S. 6980, as the same is more particularly described in that certain United States Mineral Entry Patent recorded December 13, 1946 as Entry No. 65152 in Book 10 of Mining Deeds at Page 559 of the official records in the office of the Wasatch County Recorder.

Parcel 7-121

The Wildflower No. 4 Patented Lode Mining Claim, M.S. 6980, as the same is more particularly described in that certain United States Mineral Entry Patent recorded December 13, 1946 as Entry No. 65152 in Book 10 of Mining Deeds at Page 559 of the official records in the office of the Wasatch County Recorder.

Parcel 7-122

The Wildflower No. 11 Patented Lode Mining Claim, M.S. 6980, as the same is more particularly described in that certain United States Mineral Entry Patent recorded December 13, 1946 as Entry No. 65152 in Book 10 of Mining Deeds at Page 559 of the official records in the office of the Wasatch County Recorder.

EXCEPTING THEREFROM those portions lying within Government Lot 13, and the North half of the Southeast quarter of Section 4, Township 3 South, Range 4 East, Salt Lake Base and Meridian.

Parcel 7-123

The Woodchuck Patented Lode Mining Claim, Lot No. 3768, as the same is patented by that certain United States Mineral Entry Patent recorded June 15, 1900 as Entry No. 5911 in Book T at Page 566 of the official records in the office of the Wasatch County Recorder

EXCEPTING FROM THE ABOVE DESCRIBED PARCEL 7, those portions lying within the following:

Exception 1:

Demised Premises No. 2 - Sections 26, 27, 34, & 35:

A parcel of land located in the Southwest Quarter of Section 26, the Southeast Quarter of Section 27, the Northeast Quarter of Section 34, and the Northwest Quarter of Section 35 all in Township 2 South, Range 4 East, Salt Lake Base and Meridian, Wasatch County, Utah described as follows:

BEGINNING at a mound of stones with an ancient wood post lying down marking Cor. No. 1 of the Dew Drop claim (MS 7130) identical with Cor. No. 3 of the Lookout Mountain claim (MS 7130) and Cor. No. 4 of the Lookout Mountain No. 2 claim (MS 7130), said Cor. No. 1 being South 60°51'44" East 1,238.77 feet from the 1935 steel pipe cap marking county line Monument No. 51; said Cor. No. 1 also being South 67°26'06" West 2,299.38 feet from the 2016 Wasatch Co. aluminum pipe cap marking the Northeast Corner of Section 34, Township 2 South, Range 4

East, Salt Lake Base and Meridian, (Basis of Bearings for the herein described parcel being North 88°36'37" East 8,030.00 feet from the 2006 Wasatch/Summit Co. aluminum pipe cap marking the North Quarter Corner of Section 33 of said Township and Range to said Northeast Corner of Section 34, See Record of Survey Maps S-7976 & S-8175 both on file with the Summit County Recorder's office for PLSS, Mineral Survey, and County Line retracement information and for the Flagstaff LDP coordinate system projection parameters); thence along Line 3-4 of said Lookout Mountain North 06°12'30" West 532.79 feet to Line 2-1 of the Sitka claim (MS 7126); thence along said Line 2-1 South 89°28'41" East 598.62 feet to Cor. No. 1 of said Sitka; thence along Line 1-5 of said Sitka North 12°50'30" West 155.52 feet to Line 4-1 of said Lookout Mountain; thence along said Line 4-1 North 82°05'30" East 923.17 feet to Cor. No. 1 of said Lookout Mountain; thence along Line 1-2 of said Lookout Mountain South 06°12'30" East 35.86 feet to Cor. No. 2 of the Hornet claim (MS 7130); thence along Line 2-1 of said Hornet North 87°34'30" East 4.69 feet to Line 2-1 of the Ben Butler claim (MS 6642); thence along said Line 2-1 North 56°50'08" East 550.45 feet to Line 2-3 of the Riseing Star claim (Lot 170); thence along said Line 2-3 North 13°24'13" West 83.43 feet to Cor. No. 3 of said Riseing Star identical with Cor. No. 2 of the Mazzeppa No. 2 claim (Lot 169), said Cor. No. 3 being North 43°22'16" West 367.76 feet from said 2016 Wasatch Co. aluminum pipe cap marking the Northeast Corner of Section 34; thence along Line 2-3 of the Mazzeppa No. 2 continuing North 13°24'13" West 200.02 feet to Cor. No. 3 of said Mazzeppa No. 2; thence along Line 3-4 of said Mazzeppa No. 2 North 82°10'47" East 556.62 feet to Line 3-2 of the Ammie claim (Lot 202); thence along said Line 3-2 North 11°28'52" West 204.49 feet to Cor. No. 2 of said Ammie identical with Cor. No. 3 of the W.H.C. claim (Lot 200); thence along Line 3-4 of said W.H.C. continuing North 11°28'52" West 326.32 feet to Line 5-6 of the Lucy claim (Lot 152); thence along said Line 5-6 North 88°25'21" East 1,304.32 feet to Cor. No. 6 of said Lucy; thence along Line 6-1 of said Lucy North 46°49'39" West 729.86 feet to a point on Line 1-2 of the Gardo claim (Lot 165), said point being the following two courses from an existing pipe cap marking Cor. No. 4 of said Gardo (1) South 08°28'52" East 612.36 feet along Line 4-1 of said Gardo to Cor. No. 1 of said Gardo; and (2) North 70°01'08" East 56.14 feet along said Line 1-2 of said Gardo; thence along said Line 1-2 North 70°01'08" East 1,113.32 feet to a point, said point being South 58°53'44" West 1,342.21 feet from Mineral Monument No. 2 as marked by an existing 3.25" aluminum cap; thence along the new boundary line of the herein described Demised Premises No. 2 the following three courses (1) South 23°34'24" East 632.68 feet; (2) South 19°38'20" West 2,414.77 feet; and (3) South 89°58'21" West 3,529.52 feet to the POINT OF BEGINNING.

Exception 2:

All Lots and Parcels contained within the MIDA Master Plat Development Subdivision, according to the official plat thereof, recorded June 30, 2020 as Entry No. 480155 in Book 1299 at Page 1122 of the official records in the office of the Wasatch County Recorder.

Exception 3:

All of Lot 1, Park Peak Assessment Plat Subdivision, according to the official plat thereof, recorded June 16, 2020 as Entry No. in Book 1297 at Page 534 of the official records in the office of the Wasatch County Recorder.

Exception 4:

Those portions contained in the Mayflower Village Roads Phase I Subdivision, according to the official plat thereof, recorded May 28, 2020 as Entry No. 478579 in Book 1294 at Page 1379 of the official records in the office of the Wasatch County Recorder.

Parcel 8: Blue Ledge Mining District (Wasatch County)**Parcel 8-1**

The Buck Horn Patented Lode Mining Claim, M.S. 6923, as the same is more particularly described in that certain United States Mineral Entry Patent recorded = as Entry No. = in Book = at Page = of the official records in the office of the Wasatch County Recorder.

Parcel 8-2

The Rams Horn Patented Lode Mining Claim, M.S. 6923, as the same is more particularly described in that certain United States Mineral Entry Patent recorded = as Entry No. = in Book = at Page = of the official records in the office of the Wasatch County Recorder.

Parcel 9: (Wasatch County)

All of Lots 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 14, 16, 17, 18, 19, 20 and 21, and all of Parcels 3, 4, 5 and 6, MIDA Master Plat Development Subdivision, according to the official plat thereof, recorded June 30, 2020 as Entry No. 480155 in Book 1299 at Page 1122 of the official records in the office of the Wasatch County Recorder.

LESS AND EXCEPTING from Lot 14 the following real property:

A parcel of and located in the south half of Section 25, Township 2 South, Range 4 East, Salt Lake Base and Meridian, said parcel of land being described as follows:

Beginning at a point that is South 26°11'47" East 2912.64 feet and South 63°48'13" West 735.80 feet from a brass cap at the north quarter corner of Section 25, Township 2 South, Range 4 East, Salt Lake Base and Meridian (Basis of Bearings for the herein described parcel being South 26°91'47" East 5917.16 feet from said North Quarter Corner of Section 25, to the Southeast Corner of said Section 25, said North Quarter Corner also being North 89°57'12" West 2633.77 feet from the Northeast Corner of said Section 25, See Record of Survey Maps 2647 & 3058 on file with the Wasatch County Surveyor's office for said Section 25 retracement and the Mayflower LDP coordinate system projection parameters); and running thence South 65°00'24" East 401.07 feet thence North 82°21'32" East 311.98 feet to a point on the westerly right of way of US Highway 40 thence coincident with the right of way of said US Highway 40 more or less the following three (3) courses 1) South 55°13'48" East 141.20 feet; thence 2) North 88°11'09" East 651.65 feet; thence 3) South 18°47'08" East 376.66 feet; thence South 71°14'32" West 128.38 feet; thence South

49°45'50" West 224.76 feet; thence South 03°11'32" West 442.52 feet; thence South 43°37'48" West 416.08 feet; thence South 69°15'20" West 1151.44 feet; thence North 29°02'07" West 295.68 feet; thence North 05°16'23" West 146.79 feet; thence North 30° 39'47" East 132.48 feet; thence North 01°37'02" East 76.00 feet; thence North 29°27'18" West 259.84 feet; thence North 26°54'51" West 414.46 feet; thence North 34°36'18" East 507.10 feet; thence North 40°37'35" East 360.95 feet to the point of beginning.

Description contains 55.99 acres.

LESS AND EXCEPTING from Lot 16 the following real property:

A parcel of and located in the North half of Sections 25 & 26, Township 2 South, Range 4 East, Salt Lake Base and Meridian, said parcel of land being described as follows:

Beginning at a point that is South 26°11'47" East 450.38 feet and South 63°48'13" West 2750.69 feet from a brass cap at the north quarter corner of Section 25, Township 2 South, Range 4 East, Salt Lake Base and Meridian (Basis of Bearings for the herein described parcel being South 26°91'47" East 5917.16 feet from said North Quarter Corner of Section 25, to the Southeast Corner of said Section 25, said North Quarter Corner also being North 89°57'12" West 2633.77 feet from the Northeast Corner of said Section 25, See Record of Survey Maps 2647 & 3058 on file with the Wasatch County Surveyor's office for said Section 25 retracement and the Mayflower LDP coordinate system projection parameters); and running thence South 13°38'02" West 40.00 feet; thence South 40°15'39" West 320.27 feet; thence South 77°02'11" West 160.99 feet to a point on the West line of said section 25; thence South 77°02'11" West 32.89 feet; thence South 19°56'38" West 190.58 feet; thence South 12°57'49" East 171.74 feet; thence South 77°32'47" West 384.49 feet; thence North 12°27'13" West 423.27 feet; thence North 64°45'46" East 191.55 feet; thence North 86°54'11" East 352.60 feet to a point on West line of said section 25; thence North 86°54'11" East 29.17 feet; thence North 40°15'39" East 125.82 feet; thence North 34°58'31" East 131.22 feet; thence North 78°49'27" East a distance of 191.15 feet to the point of beginning.

Description contains 5.51 acres.

LESS AND EXCEPTING from Lot 17 the following real property:

A parcel of land located in the south half of Section 24, Township 2 South, Range 4 East, Salt Lake Base and Meridian, said parcel of land being described as follows:

Beginning at a point that is North 00°00'41" West 437.97 feet from a brass cap at the north quarter corner of Section 25, Township 2 South, Range 4 East, Salt Lake Base and Meridian (Basis of Bearings for the heron

described parcel being South 26°11'47" East 5917.16 feet from said North Quarter Corner of Section 25 to the Southeast Corner of said Section 25 said North Quarter Corner also being North 89°57'12" West 2633.77 feet from the Northeast Corner of said Section 25, See Record of Survey Mops 2647 & 3058 on file with the Wasatch County Surveyor's office for said Section 25 retracement and the Mayflower LOP coordinate system projection parameters) and running thence North 00°00'41" West 345.13 feet to a point on a non tangent curve to the right having a radius of 904.09 feet of which the radius point bears South 49°32'05" West said point being on the westerly right of way of US Highway 40 thence coincident with the right of way of said US Highway 40 the following two (2) courses 1) along the arc of said curve 221.00 feet through a central angle of 14°00'20" thence 2) South 26°31'07" East 90.19 feet; thence South 63°33'14" West 180.81 feet to the POINT OF BEGINNING. Description contains 0.69 acres.

All of Lots 1A, 22 and 23 and Parcel 1, MIDA MASTER DEVELOPMENT PLAT LOTS 1 & 15B AND PARCELS 1 & 2 AMENDED, according to the official plat thereof, recorded February 10, 2021 as Entry No. 493880 in Book 1338 at Page 55 of the official records in the office of the Wasatch County Recorder, being an amendment of that certain MIDA MASTER DEVELOPMENT PLAT, recorded June 30, 2020 as Entry No. 480155 on file and of record in Wasatch County Recorder's Office, as such Lot is depicted and described by metes and bounds on the said MIDA Master Development Plat Lots 1 & 15B and Parcels 1 & 2 Amended.

Lots 1 through 20 and Open Space Parcel A, Galena One, according to the official plat thereof recorded on February 15, 2022 as Entry No. 515243 in the official records of the Wasatch County Recorder's Office, being an amendment of Lot 15B-1 of the MIDA Master Development Plat Lots 1 & 15B and Parcels 1&2 Amended recorded February 10, 2021 as Entry No. 493880 on file and of record in Wasatch County Recorder's Office.

Lots 21 through 60, Parcel B, and Open Space Parcels C through E, Galena Two, according to the official plat thereof recorded on February 15, 2022 as Entry No. 515244 in the official records of the Wasatch County Recorder's Office, being an amendment of Lots 15B-2, 15B-3, 15B-4 & 15B-5 of the MIDA Master Development Plat Lots 1 & 15B and Parcels 1&2 Amended recorded February 10, 2021 as Entry No. 493880 on file and of record in Wasatch County Recorder's Office, and also amending Lot 15A of the MIDA MASTER DEVELOPMENT PLAT, recorded June 30, 2020 as Entry No. 480155 on file and of record in the Wasatch County Recorder's Office.

All of Lot 1 of the Pioche Village First Amendment of MIDA Master Development Plat Lot 12, recorded January 25, 2021 as Entry No. 492733 on file and of record in the Wasatch County Recorder's Office, being an amendment of that certain MIDA MASTER DEVELOPMENT PLAT, recorded June 30, 2020 as Entry No. 480155 on file and of record in Wasatch County Recorder's Office, as such Lot is depicted and described by metes and bounds on the said Pioche Village First Amendment of MIDA Master Development Plat Lot 12.

All of Lot 12 and Lot 13 of that certain MIDA MASTER DEVELOPMENT PLAT – LOTS 12 & 13 AMENDED, recorded May 17, 2021, as Entry No. 500436 on file and of record in Wasatch County Recorder's Office, being an amendment of that certain MIDA MASTER DEVELOPMENT PLAT, recorded June 30, 2020 as Entry No. 480155 on file and of record in Wasatch County Recorder's Office, as such Lot is depicted and described by metes and bounds on the said MIDA MASTER DEVELOPMENT PLAT LOTS – 12 & 13 AMENDED.

Lot 14 Exception Parcel:

A parcel of and located in the south half of Section 25, Township 2 South, Range 4 East, Salt Lake Base and Meridian, said parcel of land being described as follows:

Beginning at a point that is South 26°11'47" East 2912.64 feet and South 63°48'13" West 735.80 feet from a brass cap at the north quarter corner of Section 25, Township 2 South, Range 4 East, Salt Lake Base and Meridian (Basis of Bearings for the herein described parcel being South 26°91'47" East 5917.16 feet from said North Quarter Corner of Section 25, to the Southeast Corner of said Section 25, said North Quarter Corner also being North 89°57'12" West 2633.77 feet from the Northeast Corner of said Section 25, See Record of Survey Maps 2647 & 3058 on file with the Wasatch County Surveyor's office for said Section 25 retracement and the Mayflower LDP coordinate system projection parameters); and running thence South 65°00'24" East 401.07 feet thence North 82°21'32" East 311.98 feet to a point on the westerly right of way of US Highway 40 thence coincident with the right of way of said US Highway 40 more or less the following three (3) courses 1) South 55°13'48" East 141.20 feet; thence 2) North 88°11'09" East 651.65 feet; thence 3) South 18°47'08" East 376.66 feet; thence South 71°14'32" West 128.38 feet; thence South 49°45'50" West 224.76 feet; thence South 03°11'32" West 442.52 feet; thence South 43°37'48" West 416.08 feet; thence South 69°15'20" West 1151.44 feet; thence North 29°02'07" West 295.68 feet; thence North 05°16'23" West 146.79 feet; thence North 30°39'47" East 132.48 feet; thence North 01°37'02" East 76.00 feet; thence North 29°27'18" West 259.84 feet; thence North 26°54'51" West 414.46 feet; thence North 34°36'18" East 507.10 feet; thence North 40°37'35" East 360.95 feet to the point of beginning.

Description contains 55.99 acres.

Lot 16 Exception Parcel:

A parcel of and located in the North half of Sections 25 & 26, Township 2 South, Range 4 East, Salt Lake Base and Meridian, said parcel of land being described as follows:

Beginning at a point that is South 26°11'47" East 450.38 feet and South 63°48'13" West 735.80 feet from a brass cap at the north quarter corner of Section 25, Township 2 South, Range 4 East, Salt Lake Base and Meridian (Basis of Bearings for the herein described parcel being South 26°91'47" East 5917.16 feet from said North Quarter Corner of Section 25, to the Southeast Corner of said Section 25, said North Quarter Corner also being North 89°57'12" West 2633.77 feet from the Northeast Corner of said Section 25, See Record of Survey Maps 2647 & 3058 on file with the Wasatch County Surveyor's office for said Section 25 retracement and the Mayflower LDP coordinate system projection parameters); and running thence South 13°38'02" West 40.00 feet; thence South 40°15'39" West 320.27 feet; thence South 77°02'11" West 160.99

feet to a point on the West line of said section 25; thence South 77°02'11" West 32.89 feet; thence South 19°56'38" West 190.58 feet; thence South 12°57'49" East 171.74 feet; thence South 77°32'47" West 384.49 feet; thence North 12°27'13" West 423.27 feet; thence North 64°45'46" East 191.55 feet; thence North 86°54'11" East 352.60 feet to a point on West line of said section 25; thence North 86°54'11" East 29.17 feet; thence North 40°15'39" East 125.82 feet; thence North 34°58'31" East 131.22 feet; thence North 78°49'27" East a distance of 191.15 feet to the point of beginning.

Description contains 5.51 acres.

Lot 17 Exception Parcel:

A parcel of land located in the south half of Section 24, Township 2 South, Range 4 East, Salt Lake Base and Meridian, said parcel of land being described as follows:

Beginning at a point that is North 00°00'41" West 437.97 feet from a brass cap at the north quarter corner of Section 25, Township 2 South, Range 4 East, Salt Lake Base and Meridian (Bass of Bearings for the heron described parcel being South 26°11'47" East 5917.16 feet from said North Quarter Corner of Section 25 to the Southeast Corner of said Section 25 said North Quarter Corner also being North 89°57'12" West 2633.77 feet from the Northeast Corner of said Section 25, See Record of Survey Mops 2647 & 3058 on file with the Wasatch County Surveyor's office for said Section 25 retracement and the Mayflower LOP coordinate system projection parameters) and running thence North 00°00'41" West 345.13 feet to a point on a non tangent curve to the right having a radius of 904.09 feet of which the radius point bears South 49°32'05" West said point being on the westerly right of way of US Highway 40 thence coincident with the right of way of said US Highway 40 the following two (2) courses 1) along the arc of said curve 221.00 feet through a central angle of 14°00'20" thence 2) South 26°31'07" East 90.19 feet; thence South 63°33'14" West 180.81 feet to the POINT OF BEGINNING.

Description contains 0.69 acres.

Parcel 10: (Wasatch County)

All of Lot 1, Park Peak Assessment Plat Subdivision, according to the official plat thereof, recorded June 16, 2020 as Entry No. in Book 1297 at Page 534 of the official records in the office of the Wasatch County Recorder.

Parcel 11: (Wasatch County)

All of Lot 2 - Air Force Parcel, of the MIDA / Air Force Parcel Plat, according to the official plat thereof, recorded December 19, 2019 as Entry No. 472208 in Book 1276 at Page 874 of the official records in the office of the Wasatch County Recorder.

Commercial Units B-1-1, B-1-2 and C-1-1 through C-1-8, inclusive, The Hotel Unit, and The Military Concierge Unit, MWR CONFERENCE HOTEL CONDOMINIUMS, a Utah Expandable Condominium Project, together with their appurtenant undivided ownership interests in the common elements of the project, as the same are identified and established in the Record of Survey Map of MWR Conference Hotel Condominiums recorded August 21, 2020 as Entry

No. 483152 in Book 1308 at Page 263 of the official records, and the Declaration of Condominium for MWR Conference Hotel Condominiums, recorded August 21, 2020 as Entry No. 483153 in Book 1308 at Page 288 of the official records in the office of the Wasatch County Recorder.

Residential Units R-6002 through R-8045, inclusive, MWR CONFERENCE HOTEL CONDOMINIUMS, a Utah Expandable Condominium Project, together with their appurtenant undivided ownership interests in the common elements of the project, as the same are identified and established in the Record of Survey Map of MWR Conference Hotel Condominiums recorded August 21, 2020 as Entry No. 483152 in Book 1308 at Page 263 of the official records, and the Declaration of Condominium for MWR Conference Hotel Condominiums, recorded August 21, 2020 as Entry No. 483153 in Book 1308 at Page 288 of the official records in the office of the Wasatch County Recorder.

Parcel 12: (Wasatch County)

Parcel 12-1

The Primrose Patented Lode Mining Claim, Lot No. 3768, as the same is more particularly described in that certain United States Mineral Entry Patent recorded June 15, 1900 as Entry No. 5911 in Book T at Page 566 of the official records in the office of the Wasatch County Recorder.

Parcel 12-2

The Leonard Patented Lode Mining Claim, Lot No. 3768, as the same is more particularly described in that certain United States Mineral Entry Patent recorded June 15, 1900 as Entry No. 5911 in Book T at Page 566 of the official records in the office of the Wasatch County Recorder.

Parcel 13: (Wasatch County)

Parcel 13-1

The Alma Patented Lode Mining Claim, Lot No. 3341, as the same is more particularly described in that certain United States Mineral Entry Patent recorded February 4, 1922 as Entry No. 38178 in Book 9 of Mining Deeds at Page 371 of the official records in the office of the Wasatch County Recorder.

Parcel 13-2

The Dagmar Patented Lode Mining Claim, Lot No. 3372, as the same is more particularly described in that certain United States Mineral Entry Patent recorded February 4, 1922 as Entry No. 38178 in Book 9 of Mining Deeds at Page 371 of the official records in the office of the Wasatch County Recorder.

Parcel 13-3

The King Ledge Patented Lode Mining Claim, Lot No. 3372, as the same is more particularly described in that certain United States Mineral Entry Patent recorded February 4, 1922 as Entry No. 38178 in Book 9 of Mining Deeds at Page 371 of the official records in the office of the Wasatch County Recorder.

Parcel 13-4

The Mono Patented Lode Mining Claim, Lot No. 3341, as the same is more particularly described in that certain United States Mineral Entry Patent recorded February 4, 1922 as Entry No. 38178 in Book 9 of Mining Deeds at Page 371 of the official records in the office of the Wasatch County Recorder.

Parcel 13-5

The North Star Patented Lode Mining Claim, Lot No. 3208, as the same is more particularly described in that certain United States Mineral Entry Patent recorded February 4, 1922 as Entry No. 38175 in Book 9 of Mining Deeds at Page 358 of the official records in the office of the Wasatch County Recorder.

Parcel 13-6

The Toledo Patented Lode Mining Claim, Lot No. 3208, as the same is more particularly described in that certain United States Mineral Entry Patent recorded February 4, 1922 as Entry No. 38175 in Book 9 of Mining Deeds at Page 358 of the official records in the office of the Wasatch County Recorder.

Parcel 13-7

The Torpedo Patented Lode Mining Claim, Lot No. 3208, as the same is more particularly described in that certain United States Mineral Entry Patent recorded February 4, 1922 as Entry No. 38175 in Book 9 of Mining Deeds at Page 358 of the official records in the office of the Wasatch County Recorder.

Parcel 13-8

The Valeo Patented Lode Mining Claim, Lot No. 3208, as the same is more particularly described in that certain United States Mineral Entry Patent recorded February 4, 1922 as Entry No. 38175 in Book 9 of Mining Deeds at Page 358 of the official records in the office of the Wasatch County Recorder.

Parcel 13-9

The Valeo No. 2 Patented Lode Mining Claim, Lot No. 3765, as the same is more particularly described in that certain United States Mineral Entry Patent recorded February 4, 1922 as Entry No. 38177 in Book 9 of Mining Deeds at Page 367 of the official records in the office of the Wasatch County Recorder.

Parcel 13-10

The Valeo No. 3 Patented Lode Mining Claim, Lot No. 3765, as the same is more particularly described in that certain United States Mineral Entry Patent recorded February 4, 1922 as Entry No. 38177 in Book 9 of Mining Deeds at Page 367 of the official records in the office of the Wasatch County Recorder.

Parcel 13-11

The Valeo No. 7 Patented Lode Mining Claim, Lot No. 3962, as the same is more particularly described in that certain United States Mineral Entry Patent recorded February 4, 1922 as Entry No. 38176 in Book 9 of Mining Deeds at Page 363 of the official records in the office of the Wasatch County Recorder.

Parcel 13-12

The Valeo No. 8 Patented Lode Mining Claim, Lot No. 3964, as the same is more particularly described in that certain United States Mineral Entry Patent recorded February 4, 1922 as Entry No. 38176 in Book 9 of Mining Deeds at Page 363 of the official records in the office of the Wasatch County Recorder.

Parcel 13-13

The Valeo No. 9 Patented Lode Mining Claim, Lot No. 3963, as the same is more particularly described in that certain United States Mineral Entry Patent recorded February 4, 1922 as Entry No. 38176 in Book 9 of Mining Deeds at Page 363 of the official records in the office of the Wasatch County Recorder.

Parcel 13-14

The Vega Patented Lode Mining Claim, Lot No. 3208, as the same is more particularly described in that certain United States Mineral Entry Patent recorded February 4, 1922 as Entry No. 38175 in Book 9 of Mining Deeds at Page 358 of the official records in the office of the Wasatch County Recorder.

Parcel 14: (Wasatch County)

All of Government Lots 1, 2 and 7; the Southeast quarter of the Northeast quarter; and the Southeast quarter of Section 2, Township 3 South Range 4 East, Salt Lake Base and Meridian.

Parcel 15: (Wasatch County)

All of Mayflower Village Roads Phase I Subdivision, according to the official plat thereof, recorded May 28, 2020 as Entry No. 478579 in Book 1294 at Page 1379 of the official records in the office of the Wasatch County Recorder.

Parcel 16: (Wasatch County)

A parcel of land situated in Government Lot 2 and Government Lot 3 of Section 31, Township 2 South Range 5 East, Salt Lake Base and Meridian, Wasatch County, Utah, lying North and West of the Westerly right-of-way line of US Highway 40, for which the Basis of Bearing is North 00°15'52" East a distance of 2696.95 feet between the found monuments marking the West line of the Southwest Quarter of said Section 31, more particularly described as follows:

Beginning at the West Quarter Corner of Section 31, Township 2 South Range 5 East, Salt Lake Base and Meridian as evidenced by the found Bureau of Land Management 3.25 inch aluminum cap set in 1994; thence along the West line of the Northwest Quarter of said Section 31, North 00°13'42" West a distance of 399.02 feet, more or less, to a point of intersection of the West line of the Northwest Quarter of said Section 31 and a natural drainage course; thence, more or less, along said natural drainage course the following three (3) courses: (1) South 82°52'20" East a distance of 96.23 feet; (2) thence South 65°56'04" East a distance of 420.28 feet; (3) thence South 47°35'30" East a distance of 270.44 feet, more or less, to the Westerly right of way line of US Highway 40; thence along said Westerly right-of-way line the following four (4) courses: (1) South 20°00'55" West a distance of 34.65 feet to a point of intersection of said Westerly Right of Way line and the North line of Government Lot 3, said point being North 89°56'05" East a distance of 665.46 feet along the North line of said Government Lot 3 from the West Quarter Corner of said Section 31 (North 89°52'24" East a distance of 665.22 feet per US Highway 40 deed OR 217-290 recorded on April 16, 1990); (2) thence South 20°00'55" West a distance of 128.07 feet to a point 330 feet Offset from US Highway 40 Engineering Station 694.00 as evidenced by the found 3 inch brass cap monument set in 1988 (South 19°58'09" West a distance of 127.45 feet per US Highway 40 deed OR 217-290 recorded on April 16, 1990); (3) thence South 28°31'39" West a distance of 430.16 feet to a point 300 feet Offset from US Highway 40 Engineering Station 698.30 as evidenced by the found 3 inch brass cap monument set in 1988 (South 28°30'00" West a distance of 430.00 feet per US Highway 40 deed OR 217-290 recorded on April 16, 1990); (4) thence South 31°27'42" West a distance of 807.91 feet, more or less, to a point of intersection of the said Westerly Right of Way line and of the West line of the Southwest Quarter of said Section 31, said point lies North 0.31 feet and East 0.19 feet of a point 340.6 feet Offset from US Highway 40 Engineering Station 706.3759 as evidenced by the found 3 inch brass cap monument set in 1988 (South 31°22'41" West a distance of 808.61 feet per US Highway 40 deed OR 217-290 recorded on April 16, 1990); thence leaving said Westerly right of way line and running along the West line of the Southwest Quarter of said Section 31, North 00°15'52" East a distance of 1186.66 feet to the point of beginning of this Lot 2 description.

The above described land, also known as Lot 2, as shown on the Deer Springs at Jordanelle - Lot Line Rearrangement Plat (recorded as Entry No. 222708 at Page 279, Book 456 on March 22, 2000, of the official records of Wasatch County).

Wasatch County Tax Serial Number

**Wasatch County Assessor's
Parcel Number**

OWC-0027-C-024-024	00-0020-0954
OWC-0031-0-026-024	00-0007-1493
OWC-0031-2-026-024	00-0012-3245
OWC-0031-4-026-024	00-0012-7535
OWC-0031-5-026-024	00-0012-7543
OWC-0040-0-033-024	00-0007-1576
OWC-0040-2-033-024	00-0021-2823
OWC-0051-0-034-024	00-0007-1709

OWC-0052-0-035-024	00-0007-1717
OWC-0052-2-035-024	00-0021-2708
OWC-0052-3-035-024	00-0021-2769
OWC-0155-0-031-025	00-0007-3069
OWC-0198-0-002-034	00-0007-3598
OWC-0198-1-002-034	00-0000-4668
OWC-0198-3-002-034	00-0021-2709
OWC-0198-4-002-034	00-0021-2710
OWC-0199-0-003-034	00-0007-3606
OWC-0201-0-004-034	00-0007-3622
OWC-3113-0-034-024	00-0020-1737
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OWC-3119-0-035-024	00-0020-1743
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STA-0404-0-000-000	90-0000-3129
STA-0467-0-000-000	90-0000-3192
STA-0472-0-000-000	90-0000-3197
STA-0483-0-000-000	90-0000-3208
STA-0484-0-000-000	90-0000-3209
STA-0523-0-000-000	90-0000-3248
STA-0524-0-000-000	90-0000-3249
STA-0525-0-000-000	90-0000-3250
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OIX-L011-0-023-024	00-0021-4980

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MWR-R6042-0-025-024	00-0021-5120

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MWR-R7113-0-025-024	00-0021-5152
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MWR-R8039-0-025-024	00-0021-5158
MWR-R8043-0-025-024	00-0021-5159
MWR-R8045-0-025-024	00-0021-5160

*Lots 15A and 15B-1 through 15B-5 now have the following Tax Parcel Numbers

<u>Tax Parcel Number</u>	<u>Lot</u>	<u>Plat</u>
00-0021-7054	1	Galena 1
00-0021-7055	2	Galena 1
00-0021-7056	3	Galena 1
00-0021-7057	4	Galena 1
00-0021-7058	5	Galena 1
00-0021-7059	6	Galena 1
00-0021-7060	7	Galena 1
00-0021-7061	8	Galena 1
00-0021-7062	9	Galena 1
00-0021-7063	10	Galena 1
00-0021-7064	11	Galena 1
00-0021-7065	12	Galena 1
00-0021-7066	13	Galena 1
00-0021-7067	14	Galena 1
00-0021-7068	15	Galena 1
00-0021-7069	16	Galena 1
00-0021-7070	17	Galena 1
00-0021-7071	18	Galena 1
00-0021-7072	19	Galena 1
00-0021-7073	20	Galena 1
00-0021-7075	21	Galena 2
00-0021-7076	22	Galena 2
00-0021-7077	23	Galena 2
00-0021-7078	24	Galena 2
00-0021-7079	25	Galena 2
00-0021-7080	26	Galena 2
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00-0021-7082	28	Galena 2
00-0021-7083	29	Galena 2
00-0021-7084	30	Galena 2
00-0021-7085	31	Galena 2
00-0021-7086	32	Galena 2
00-0021-7087	33	Galena 2
00-0021-7088	34	Galena 2
00-0021-7089	35	Galena 2
00-0021-7090	36	Galena 2
00-0021-7091	37	Galena 2
00-0021-7092	38	Galena 2
00-0021-7093	39	Galena 2

Exhibit B
to
First Amendment
to
Mountainside Resort Master Development Agreement

Subsequent Conveyances

- (a) BLX MWR transferred a portion of the Mountainside Property to MIDA pursuant to that certain Special Warranty Deed recorded in the office of the Wasatch County Recorder on August 21, 2020, as Entry No. 483154;
- (b) BLX Pioche, RH Mayflower, 32 DOM and BLXM transferred a portion of the Mountainside Property to BLX LEASE 2 LLC, a Delaware limited liability company ("**BLX Lease 2**") pursuant to that certain Special Warranty Deed recorded in the office of the Wasatch County Recorder on December 21, 2020 as Entry No. 490827;
- (c) BLX Pioche transferred a portion of the Mountainside Property to BLX LOT 12 LLC, a Delaware limited liability company ("**BLX Lot 12**"), pursuant to that certain Special Warranty Deed recorded in the office of the Wasatch County Recorder on January 8, 2021 as Entry No. 491977;
- (d) BLX Lot 12 transferred a portion of the Mountainside Property to PIOCHE VILLAGE FEE LLC, a Delaware limited liability company ("**Pioche Village Fee**"), pursuant to that certain Special Warranty Deed recorded in the office of the Wasatch County Recorder on May 11, 2021 as Entry No. 499957;
- (e) Pioche Village Fee transferred a portion of the Mountainside Property to PIOCHE VILLAGE FEE ESTATE LLC, a Delaware limited liability company ("**Pioche Village Fee Estate**"), pursuant to that certain Special Warranty Deed recorded in the office of the Wasatch County Recorder on June 23, 2021 as Entry No. 502595;
- (f) BLX Lot 12 transferred a portion of the Mountainside Property to IEG PIOCHE, LLC, a Utah limited liability company ("**IEG Pioche**") pursuant to that certain Special Warranty Deed recorded in the office of the Wasatch County Recorder on July 13, 2021 as Entry No. 503751; and
- (g) BLX Land transferred a portion of the Mountainside Property to MIDA pursuant to that certain Special Warranty Deed recorded in the office of the Wasatch County Recorder on October 1, 2021 as Entry No. 508415.
- (h) BLX Mayflower transferred a portion of the Mountainside Property to BLX Lot 14-17 LLC ("**BLX Lot 14-17**") pursuant to that certain Special Warranty Deed recorded in the office of the Wasatch County Recorder on November 12, 2021 as Entry No. 510489.
- (i) BLX Mayflower transferred a portion of the Mountainside Property to BLX Lot 22 LLC ("**BLX Lot 22**") pursuant to that certain Special Warranty Deed recorded in the office of the Wasatch County Recorder on November 12, 2021 as Entry No. 510490.
- (j) BLX Mayflower transferred a portion of the Mountainside Property to BLX Lot 23 LLC ("**BLX Lot 23**") pursuant to that certain Special Warranty Deed recorded in the office of the Wasatch County Recorder on November 12, 2021 as Entry No. 510491.

(k) BLX Land transferred a portion of the Mountainside Property to BLX Lot 4 LLC pursuant to that certain Special Warranty Deed recorded in the office of the Wasatch County Recorder on November 15, 2021 as Entry No. 510544.

(l) BLX Land transferred a portion of the Mountainside Property to BLX Lot 5 LLC pursuant to that certain Special Warranty Deed recorded in the office of the Wasatch County Recorder on November 15, 2021 as Entry No. 510545.

(m) BLX Land transferred a portion of the Mountainside Property to BLX Lot 6 LLC pursuant to that certain Special Warranty Deed recorded in the office of the Wasatch County Recorder on November 15, 2021 as Entry No. 510546.

(n) BLX Land transferred a portion of the Mountainside Property to BLX Lot 7 LLC pursuant to that certain Special Warranty Deed recorded in the office of the Wasatch County Recorder on November 15, 2021 as Entry No. 510547.

(o) BLX Land transferred a portion of the Mountainside Property to BLX Lot 8 LLC pursuant to that certain Special Warranty Deed recorded in the office of the Wasatch County Recorder on November 15, 2021 as Entry No. 510548.

(p) BLX Land transferred a portion of the Mountainside Property to BLX Lot 9 LLC pursuant to that certain Special Warranty Deed recorded in the office of the Wasatch County Recorder on November 15, 2021 as Entry No. 510549.

(q) BLX Land transferred a portion of the Mountainside Property to BLX Lot 10 LLC pursuant to that certain Special Warranty Deed recorded in the office of the Wasatch County Recorder on November 15, 2021 as Entry No. 510550.

(r) BLX Land transferred a portion of the Mountainside Property to BLX Lot 11 LLC pursuant to that certain Special Warranty Deed recorded in the office of the Wasatch County Recorder on November 15, 2021 as Entry No. 510551.

(s) BLX Land transferred a portion of the Mountainside Property to BLX Lot 18 LLC pursuant to that certain Special Warranty Deed recorded in the office of the Wasatch County Recorder on November 15, 2021 as Entry No. 510552.

(t) BLX Land transferred a portion of the Mountainside Property to BLX Lot 19 LLC pursuant to that certain Special Warranty Deed recorded in the office of the Wasatch County Recorder on November 15, 2021 as Entry No. 510553.

(u) BLX Land transferred a portion of the Mountainside Property to BLX Lot 21 LLC pursuant to that certain Special Warranty Deed recorded in the office of the Wasatch County Recorder on November 15, 2021 as Entry No. 510554.

(v) BLX Land transferred a portion of the Mountainside Property to BLX Park Peak LLC pursuant to that certain Special Warranty Deed recorded in the office of the Wasatch County Recorder on November 15, 2021 as Entry No. 510555.

(w) BLX Land transferred a portion of the Mountainside Property to BLX Ventana LLC pursuant to that certain Special Warranty Deed recorded in the office of the Wasatch County Recorder on November 15, 2021 as Entry No. 510556.

(x) BLX Pioche transferred a portion of the Mountainside Property to BLX WYE LLC pursuant to that certain Special Warranty Deed recorded in the office of the Wasatch County Recorder on November 15, 2021 as Entry No. 510557.

(y) BLX Lot 14-17 transferred a portion of the Mountainside Property to RS21 MAYFLOWER LLC pursuant to that certain Special Warranty Deed recorded in the office of the Wasatch County Recorder on November 30, 2021 as Entry No. 511412.

(z) BLX Lot 14-17 transferred a portion of the Mountainside Property to BLX Lease 2 pursuant to that certain Special Warranty Deed recorded in the office of the Wasatch County Recorder on December 28, 2021 as Entry No. 512978.

(aa) BLX Lot 14-17 transferred a portion of the Mountainside Property to BLX Land LLC pursuant to that certain Special Warranty Deed recorded in the office of the Wasatch County Recorder on December 28, 2021 as Entry No. 512979.

**Exhibit H
to
First Amendment
to
Mountainside Resort Master Development Agreement**

(Housing Program)

**See attached
MIDA West Side Project Area, Housing Program, dated June 15, 2020**

Housing Program

General Information
and Associated Program

June 15, 2020

Introduction

Affordable and employee housing are important issues in mountain resort towns across the American West, as property values have appreciated, land for development of lower priced units is scarce/and or the development value from that type of unit cannot be generated, rental property patterns have evolved, and service staff level wages cannot keep up with costs of mountain living. Many resort communities have adopted inclusionary housing ordinances that encourage the construction of affordable housing units at or near large-scale resorts. In the intermountain west the government policies have not been able to keep pace with the needs of the market or the realities of the employees and potential users of an affordable housing product.

The purpose of this document is to establish the MIDA West Side Project Area Housing Program that is created specifically to meet the needs of the employees generated by the development located west of highway 40 within the West Side Project Area, and address the impacts of the operation of the Resort in order to provide desirable housing for the life of the project – and has been informed by the existing State and regional policies.

In this document, we address the need for “inclusionary housing”, which includes rental housing and moderate income that can be rental (based on income) or for-sale units reaching the 80%-120% area median income or AMI. Due to the nature of the area, and the expected type and income levels of regional resort jobs, Summit County’s AMI will be utilized as the project’s AMI standard.

EX Utah Development and its associated entities are committed to providing an appropriate amount of attainable housing, both rental and for-sale, and with other tools including housing financing that support the housing needs of the region.

Project Description

EX Utah Development on behalf of the various BLX entities outlined under the Mountain Resort Master Development Agreement is proposing the development of a master planned resort community (the "Resort") that will implement a four-season, recreation based resort vision. The centerpiece of this community will be a village core that will be the focus of ski activities in the winter months and outdoor recreation activities in the summer months. The Resort includes land stretching from the south property line of the Deer Crest Development about three miles south and west approximately four miles to the county line (see attached map of the Resort area).

Resort Impact/Need

The analysis of the Resort at full build-out looking at maximum density, maximum on-site employees, and utilizing current resort housing trends (the details of what types of housing works in resort communities); indicates that the project will have the great positive impact on the region by:

1. Providing rent controlled housing on-site to a portion of employees within the Resort area holding full-time seasonal jobs.
2. Providing rent controlled and ownership (price controlled) housing on-site to a portion of employees within the Resort area holding full-time year-round jobs.
3. Funding a down payment assistance program to employees within the Resort area holding full-time year-round jobs.

EX Utah Development has assumed that there is an inclusionary housing need generated by both the development of the residential units/commercial space and by the operation of the Resort.

Housing Program

The EX Utah Development Inclusionary Housing Program includes the following:

1. **Down-Payment Assistance Program:** Payment of a one-time fee of up to \$1 million to a dedicated not-for-profit entity (currently planned as a specifically established Housing entity) for the express purpose of use as a Down-Payment Assistance Program.

The Down-Payment Assistance Program will evolve as lending policies change to be able to react to what lenders will accept and truly help those qualified buyers achieve home ownership. Currently there are two options to pursue:

- a. A no-interest, 30-year loan of the deposit monies to a new homeowner that requires no monthly payments. The loaned deposit/monies would be repaid when the owner sells, moves, transfers title or decides to repay the loan early. When it is time to repay, the owner would pay the original down-payment assistance loan amount and a percentage share of any increase in the home's value (determined by the sales price or an appraisal).

For example, a buyer who borrowed \$40,000 from the program to buy a \$400,000 residence would owe 10 percent of any appreciation because the loan was 10 percent of the purchase price. If the house later sold for \$600,000 (a \$200,000 gain), the

homeowner would owe the entity the loan is with \$60,000 —the original \$40,000 Down-Payment Assistance loan plus 10 percent of the gain (\$20,000).

When the Down-Payment Assistance loans are repaid under this scenario, the monies go back into the program so that other potential homeowners can utilize the monies, thereby creating a perpetual program that will continue to provide home-buying opportunities for employees for decades to come.

- b. A 2nd mortgage on the property with a fixed interest rate of 3% amortized over 20 years. The loan is due in 10 years or upon sale or transfer of the home from the employee to another party. The default interest rate of Prime + 3% is put into effect as the new fixed rate for any loan past due 90 days or greater or 1 year after termination of employment from any eligible employer at the Resort. Eligible 2nd mortgages are down payment assistance for a home purchase or new construction only. The specifics of this program may need to evolve based on market conditions and ability to lend funds.

Both of these options will evolve as lending practices change over time. The program needs to remain relevant and allow for the funding to be fully utilized instead of remaining in an account for use in the future. The program will be managed by the not-for-profit and have eligibility requirements for applicants, including but not limited to location parameters for the purchase of the home (within 20 miles of the Resort) and primary residence owner-occupied necessary. Eligible beneficiaries will be non-seasonal, Resort site employees. Non-first-time buyers from outside the area are eligible if their existing home is being sold. Move-up buyers, who currently own a home in Summit or Wasatch County or within a 20-mile one-way drive from the Village, are eligible as long as they are in the process of selling their current residence. The property purchased must be the primary residence and owner occupied. Maximum home price is equal to FHA loan limits. There will be no Employee income limit. Employee may not own other property in Utah (vacant land not included).

This program is a great alternative to the fee-in-lieu program Wasatch County offers (as of 5/2020). Instead of paying the very low County established fee to have someone else construct an AUE (Affordable Unit Equivalent in the County) somewhere, at some future point, (with the current fees of \$28,000/AUE too low to actually build a unit in the County); EX Utah Development's funding can bridge the gap for people to get into homes they want – and help multiple parties.

Contingent upon the completion of the Air Force Trade and the required payment deposited with BLX Mayflower (or Extell entity), up to \$900,000 from the US Air Force trade will go to the down-payment assistance program. These funds will be applied upon closing of the US Air Force trade. Within 60 days of full payment of up to \$1M from MIDA to Extell, up to \$900,000 will be deposited into the Down-Payment Assistance Fund.

The not-for-profit can be related to, or an arm of, a Resort HOA.

2. **On-site Housing:** Ex Utah Development and its associated entities commits to construction of a minimum of 34,000 square feet of dedicated on-site housing.

The dedicated housing square footage shall not include corridors, fire riser/dedicated space, non-habitable attic or basement, or parking. The dedicated housing square footage can be housing and/or dormitory-style units, including studio units, one- and multiple-bedroom units. For example, all of the housing may be provided for in one building of 34,000 sf or multiple rooms or structures throughout the site.

On-site rental housing units within the Resort project will be controlled by EX Utah Development's lodging entity. The units will be available via a housing lottery managed by the not-for profit and include a priority waterfall to establish non-discriminatory rental provisions. The initial 9,200 square feet of rental housing will prioritize regional service personnel, e.g. active military, law enforcement, first-responders, entry-level and mid-level medical workers (technicians, medical staff and nurses), educational personnel, and municipal/governmental personnel. As part of the renting waterfall for all rental provisions, terms will be created that ensure the units are always rentable, if not occupied.

A portion of the 34,000 square feet of On-Site Housing may be utilized as for-sale units that would be permanently deed-restricted such that the housing will need to be resold to another qualifying Moderate-Income household, thereby assuring that – even when sold – the units will remain affordable and the amount of appreciation/profit for the residences will be held in check (as compared to market-rate units). With such a program, the initial purchasers will not receive a “windfall” profit by being able to sell the residence at market-rate prices. At the same time, the homeowners have the potential to realize some level of gain/profit, which will allow them to move up to a non-deed-restricted residence, if desired. The pricing on the for-sale units will be structured to address those earning 80-percent to 120-percent of the Average Median Income (AMI) for the region (Summit County's AMI). The for-sale program will be controlled by the same EX Utah Development lodging entity.

Commitment Benchmarks

Construction of the dedicated On-site housing square footage would be as follows:

Benchmark 1 - A minimum of 9,000 square feet of dedicated On-site housing (per above) completed prior to the certificate of occupancy for the second hotel within Mayflower Village, or prior to the issuance of a building permit for the 120th residential ERU (ERU as described in the Development Agreement), whichever event occurs first.

Benchmark 2 - A minimum of a total 20,000 square feet of dedicated On-site housing (per above) completed prior to the certificate of occupancy for the third hotel, or prior to the issuance of a building permit for the 200th residential ERU (ERU as described in the Development Agreement), whichever event occurs first. (Adding up to a total of 20,000 square feet, for example an additional 11,000 square feet).

Benchmark 3 - A minimum of a total of 34,000 square feet of dedicated housing (per above) completed prior to the certificate of occupancy for the fourth hotel, or prior to the issuance of a building permit for the 250th residential ERU (ERU as described in the Development Agreement), whichever event occurs first. (Adding up to a total of 34,000 square feet).

**Exhibit I
to
First Amendment
to
Mountainside Resort Master Development Agreement**

(District Interlocal Agreements)

See attached

**Interlocal Cooperation Agreement
between
MIDA and Wasatch County Solid Waste District
September 11, 2012**

**Interlocal Cooperation Agreement
between
MIDA and The Wasatch County Fire District
September 11, 2012**

**Interlocal Cooperation Agreement
between
MIDA and JSSD
September 11, 2012**

**Interlocal Cooperation Agreement
between
MIDA
and
Wasatch County Solid Waste District**

This Interlocal Cooperation Agreement ("Agreement") is made and entered into as of September 11, 2012 by and between the Military Installation Development Authority, a public corporation and political subdivision of the State of Utah ("MIDA") and the Wasatch County Solid Waste District, a political subdivision of the State of Utah ("District"). Individually each may be referred to as "Party" and collectively as "Parties".

Recitals

WHEREAS, MIDA, in cooperation with Wasatch County, has begun the process to create the Military Recreation Facility Project Area in Wasatch County, as shown in Exhibit A, including any future land that may be added with the consent of Wasatch County ("Project Area"); and

WHEREAS, the creation and operation of a project area is governed by Chapter 1, Title 63H Utah Code annotated 1953, as amended ("MIDA Act") and political subdivisions may enter into cooperative agreements, including revenue sharing pursuant to Chapter 13, Title 11 Utah Code annotated 1953, as amended ("Interlocal Cooperation Act"); and

WHEREAS, as part of the MIDA Act, MIDA may contract for the provision of municipal services within a project area and MIDA desires to contract with the District for the provision of fire, EMS and related services and the District desires to provide such services; and

NOW, THEREFORE, the Parties agree as follows:

1. TERM. This Agreement shall commence on the effective date for the creation of any part of the Project Area by MIDA and shall continue for 50 years.
2. PROJECT AREA. MIDA is currently in the process of creating Part 1 of the Project Area, that, if created, would include one parcel in Wasatch County ("Blue Ledge Parcel"). Thereafter, other properties may be added pursuant to the MIDA Act. This Agreement shall automatically be applicable to all property added to the Project Area in the future.
3. MUNICIPAL SERVICES. All of the Wasatch County property proposed to be included in the Project Area is within the District's boundaries and the District is the sole public provider of solid waste collection and processing for the property.
 - a. Pursuant to §63H-1-201(3)(q) of the MIDA Act, the Parties agree that the District shall be the public provider of all solid waste collection and processing services to the Project Area. The District shall have full responsibility and authority to provide these services just as if it had complete jurisdiction.
 - b. MIDA shall have no responsibility or authority for these services.

- c. The District shall have authority to make its regulations applicable to the Project Area to the same extent they are applicable to the rest of the property within the District's boundaries. This includes the imposition and collection of regulatory fees, development fees, assessments and generally applicable taxes, except those that MIDA collects or receives directly. MIDA fully delegates this authority to the District and to the extent required by law, the District's regulations applicable to the Project Area shall be considered MIDA's regulations and by this Agreement, MIDA adopts them by reference.
 - d. The District shall not discriminate against the property, businesses, or residents of the Project Area but shall provide the services in the same manner and to the same extent it would if the Project Area did not exist.
 - e. The District shall indemnify, release, and hold MIDA harmless from any and all claims, damages, suits, liabilities, and attorney's fees of whatever nature which may arise from its control and provision of these services, but only to the extent that the District would have liability for such Claims absent the existence of MIDA and the Project Area.
4. NO SEPARATE ENTITY CREATED. No separate legal entity is created by the terms of this Agreement. There shall be no real or personal property jointly acquired by the Parties as a result of this Agreement.
 5. NO THIRD PARTY BENEFICIARIES. This Agreement and the covenants, promises, obligations and responsibilities contained herein are intended solely to establish the obligations and benefits of the respective Parties hereto. No third party may enforce the terms of this Agreement or rely on this Agreement in any action against either of the Parties.
 6. PARTIES AS GOVERNMENTAL ENTITIES. Both Parties are governmental entities subject to the provisions of the Utah Governmental Immunity Act and the substantive and procedural protections thereof. By execution of this Agreement, neither Party waives any of the substantive or procedural defenses or protections of the Act including specifically without reservation the limitations on actions and the limitations on judgments contained therein. Subject to the provisions of this Paragraph, each party agrees to indemnify, release, hold harmless and defend the other party hereto from all claims, damages, liabilities, and judgments for injury to persons, loss of life, or damage to property occurring because of the negligent acts or omissions of the Indemnifying Party, its officers, or employees in connection with this Agreement.
 7. INTERLOCAL ACT REQUIREMENTS.
 - a. This Agreement shall be authorized by the commission, board, council, or other body or officer vested with the executive power of each Party, pursuant to §11-13-202.5(1)(a) of the Interlocal Act; and
 - b. A duly executed original counterpart of this Agreement shall be filed with the keeper of records of each Party pursuant to §11-13-209 of the Interlocal Act.
 8. CONTRACT REPRESENTATIVE. Each Party agrees to designate a contract representative responsible for matters involving contract interpretation and performance during the term of the Agreement. The initial contract representatives shall be:
 - a. For MIDA the Executive Director, who is currently Rick Mayfield
 - b. For the District, the County Manager, who is currently Mike Davis

- c. The Parties agree to provide notice to the other Party of any change in designated contract representative prior to the effective date of the transfer of responsibilities.
9. NOTICE. Whenever a Party is required to give notice under this Agreement, it shall be given in writing by depositing it, postage pre-paid, with the U.S. Postal Service addressed to the other Party as follows:
- a. If to MIDA: Rick Mayfield
Executive Director
450 Simmons Way, No. 400
Kaysville, UT 84037-6722

With a copy to:

Paul Morris
General Counsel
5110 Ivybrook Circle
Murray, UT 84123

- b. If to the District: Mike Davis
County Manager
25 North Main Street
Heber City, UT 84032

With a copy to:

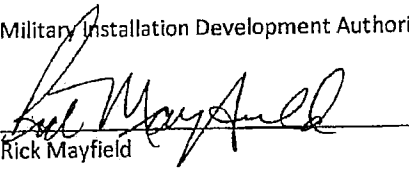
Scott Sweat
County Attorney
805 West 100 South
Heber City, UT 84032

The Parties may change the person or address where notice is given by providing written notice to the other Party.

10. AMENDMENT. The terms of this Agreement may be modified or amended at any time through execution by the Parties of a written amendment hereto. Any amendment of the Agreement shall specify the changes hereto and the effective date(s) of the changes.
11. WHOLE AGREEMENT. This Agreement contains the entire agreement between the Parties. All promises, representations, understandings, warranties, inducements and agreements with respect to the matters described in this Agreement have been expressed herein.

IN WITNESS WHEREOF, the Parties have signed this Agreement effective as specified above.

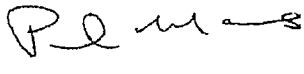
Military Installation Development Authority


Rick Mayfield
Executive Director


ATTEST:


MIDA Staff

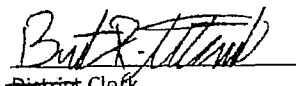
Approved as to Form:


Paul Morris
General Counsel

Wasatch County Solid Waste District


Name: Michael Davis
Title: Wasatch Co. Manager

ATTEST:


District Clerk
County

Approved as to Form:

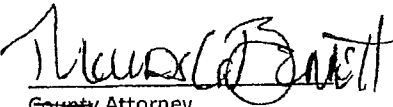

County Attorney

Exhibit A
Map

For a copy of the map, contact MIDA or the Wasatch County Solid Waste District.

**Interlocal Cooperation Agreement
between
MIDA
and
The Wasatch County Fire District**

This Interlocal Cooperation Agreement ("Agreement") is made and entered into as of September 11, 2012 by and between the Military Installation Development Authority, a public corporation and political subdivision of the State of Utah ("MIDA") and the Wasatch County Fire District, a political subdivision of the State of Utah ("Fire District"). Individually each may be referred to as "Party" and collectively as "Parties".

Recitals

WHEREAS, MIDA, in cooperation with Wasatch County, has begun the process to create the Military Recreation Facility Project Area in Wasatch County, as shown in Exhibit A, including any future land that may be added with the consent of Wasatch County ("Project Area"); and

WHEREAS, the creation and operation of a project area is governed by Chapter 1, Title 63H Utah Code annotated 1953, as amended ("MIDA Act") and political subdivisions may enter into cooperative agreements, including revenue sharing pursuant to Chapter 13, Title 11 Utah Code annotated 1953, as amended ("Interlocal Cooperation Act"); and

WHEREAS, as part of the MIDA Act, MIDA may contract for the provision of municipal services within a project area and MIDA desires to contract with the Fire District for the provision of fire, EMS and related services and the Fire District desires to provide such services; and

NOW, THEREFORE, the Parties agree as follows:

1. TERM. This Agreement shall commence on the effective date for the creation of any part of the Project Area by MIDA and shall continue for 50 years.
2. PROJECT AREA. MIDA is currently in the process of creating Part 1 of the Project Area, that, if created, would include one parcel in Wasatch County ("Blue Ledge Parcel"). Thereafter, other properties may be added pursuant to the MIDA Act. This Agreement shall automatically be applicable to all property added to the Project Area in the future.
3. MUNICIPAL SERVICES. All of the Wasatch County property proposed to be included in the Project Area is within the Fire District's boundaries and the Fire District is the sole provider of fire and emergency medical services to the property.
 - a. Pursuant to §63H-1-201(3)(q) of the MIDA Act, the Parties agree that the Fire District shall be the provider of all fire and emergency medical services to the Project Area. The Fire District shall have full responsibility and authority to provide these services just as if it had complete jurisdiction.
 - b. MIDA shall have no responsibility or authority for these services.

- c. The Fire District shall have authority to make its regulations applicable to the Project Area to the same extent they are applicable to the rest of the property within the Fire District's boundaries. This includes the imposition and collection of regulatory fees, development fees, assessments and generally applicable taxes, except those that MIDA collects or receives directly. MIDA fully delegates this authority to the Fire District and to the extent required by law, the Fire District's regulations applicable to the Project Area shall be considered MIDA's regulations and by this Agreement, MIDA adopts them by reference.
 - d. MIDA acknowledges that the Fire District is currently in the process of seeking approval for the creation of an assessment area that would include the Project Area within its boundaries. In connection with the creation of such assessment area the Fire District intends to levy assessments against all property within the assessment area for the purpose of funding certain services and operations of the Fire District. Other assessment areas and additional assessments for the same or other purposes may be sought by the Fire District in the future. MIDA agrees not to object to the creation of any such assessment areas or the implementation of assessments with respect to property within the Project Area or elsewhere. MIDA acknowledges and agrees that the approval or disapproval of assessment areas and related assessments against property within the Project Area may impact the level of services that will be provided to property within the Project Area. MIDA shall not be entitled to any portion of the assessment revenues generated from any assessment areas created by the Fire District.
 - e. The Fire District shall not discriminate against the property, businesses, or residents of the Project Area, but shall provide the services in the same manner and to the same extent it would if the Project Area did not exist.
 - f. The Fire District shall indemnify, release, and hold MIDA harmless from any and all claims, damages, suits, liabilities, and attorney's fees of whatever nature which may arise from its control and provision of these services, but only to the extent that the Fire District would have liability for such Claims absent the existence of MIDA and the Project Area.
4. NO SEPARATE ENTITY CREATED. No separate legal entity is created by the terms of this Agreement. There shall be no real or personal property jointly acquired by the Parties as a result of this Agreement.
 5. NO THIRD PARTY BENEFICIARIES. This Agreement and the covenants, promises, obligations and responsibilities contained herein are intended solely to establish the obligations and benefits of the respective Parties hereto. No third party may enforce the terms of this Agreement or rely on this Agreement in any action against either of the Parties.
 6. PARTIES AS GOVERNMENTAL ENTITIES. Both Parties are governmental entities subject to the provisions of the Utah Governmental Immunity Act and the substantive and procedural protections thereof. By execution of this Agreement, neither Party waives any of the substantive or procedural defenses or protections of the Act including specifically without reservation the limitations on actions and the limitations on judgments contained therein. Subject to the provisions of this Paragraph, each party agrees to indemnify, release, hold harmless and defend the other party hereto from all claims, damages, liabilities, and judgments for injury to persons, loss of life, or damage to property occurring because of the

negligent acts or omissions of the indemnifying Party, its officers, or employees in connection with this Agreement.

7. INTERLOCAL ACT REQUIREMENTS.

- a. This Agreement shall be authorized by the commission, board, council, or other body or officer vested with the executive power of each Party, pursuant to §11-13-202.5(1)(a) of the Interlocal Act; and
- b. A duly executed original counterpart of this Agreement shall be filed with the keeper of records of each Party pursuant to §11-13-209 of the Interlocal Act.

8. CONTRACT REPRESENTATIVE. Each Party agrees to designate a contract representative responsible for matters involving contract interpretation and performance during the term of the Agreement. The initial contract representatives shall be:

- a. For MIDA the Executive Director, who is currently Rick Mayfield
- b. For the Fire District, the County Manager, who is currently Mike Davis
- c. The Parties agree to provide notice to the other Party of any change in designated contract representative prior to the effective date of the transfer of responsibilities.

9. NOTICE. Whenever a Party is required to give notice under this Agreement, it shall be given in writing by depositing it, postage pre-paid, with the U.S. Postal Service addressed to the other Party as follows:

- a. If to MIDA: Rick Mayfield
Executive Director
450 Simmons Way, No. 400
Kaysville, UT 84037-6722

With a copy to:

Paul Morris
General Counsel
5110 Ivybrook Circle
Murray, UT 84123

- b. If to the Fire District: Mike Davis
County Manager
25 North Main Street
Heber City, UT 84032

With a copy to:

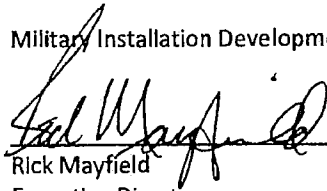
Scott Sweat
County Attorney
805 West 100 South
Heber City, UT 84032

- c. The Parties may change the person or address where notice is given by providing written notice to the other Party.

10. AMENDMENT. The terms of this Agreement may be modified or amended at any time through execution by the Parties of a written amendment hereto. Any amendment of the Agreement shall specify the changes hereto and the effective date(s) of the changes.
11. WHOLE AGREEMENT. This Agreement contains the entire agreement between the Parties. All promises, representations, understandings, warranties, inducements and agreements with respect to the matters described in this Agreement have been expressed herein.

IN WITNESS WHEREOF, the Parties have signed this Agreement effective as specified above.


Military Installation Development Authority


Rick Mayfield
Executive Director

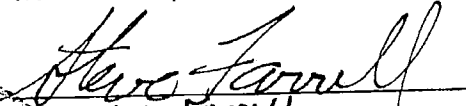
ATTEST:


MIDA Staff

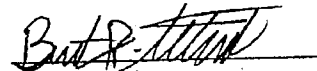
Approved as to Form:


Paul Morris
General Counsel

Wasatch County Fire District


Name: Steve Farrell
Title: Chair, Fire District

ATTEST:


District Clerk
County
Approved as to Form:

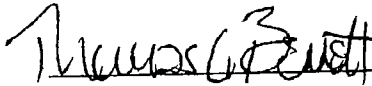

~~County~~ Attorney

Exhibit A
Map

For a copy of the map, contact MIDA or the Wasatch County Fire District

**Interlocal Cooperation Agreement
between
MIDA
And
JSSD**

This Interlocal Cooperation Agreement ("Agreement") is made and entered into as of September 11, 2012 by and between the Military Installation Development Authority, a public corporation and political subdivision of the State of Utah ("MIDA") and Jordanelle Special Service District, a political subdivision of the State of Utah ("JSSD"). Individually each may be referred to as "Party" and collectively as "Parties".

Recitals

WHEREAS, MIDA, in cooperation with Wasatch County, has begun the process to create the Military Recreation Facility Project Area in Wasatch County, as shown in Exhibit A, including any future land that may be added with the consent of Wasatch County ("Project Area"); and

WHEREAS, the creation and operation of a project area is governed by Chapter 1, Title 63H Utah Code annotated 1953, as amended ("MIDA Act") and political subdivisions may enter into cooperative agreements, including revenue sharing pursuant to Chapter 13, Title 11 Utah Code annotated 1953, as amended ("Interlocal Cooperation Act"); and

WHEREAS, as part of the MIDA Act, MIDA may contract for the provision of municipal services within a project area and MIDA desires to contract with the JSSD for the provision of water and sewer services and the JSSD desires to provide such services; and

NOW, THEREFORE, the Parties agree as follows:

1. TERM. This Agreement shall commence on the effective date for the creation of any part of the Project Area by MIDA and shall continue for 50 years.
2. PROJECT AREA. MIDA is currently in the process of creating Part 1 of the Project Area, that, if created, would include one parcel in Wasatch County ("Blue Ledge Parcel"). Thereafter, other properties may be added pursuant to the MIDA Act. This Agreement shall automatically be applicable to all property added to the Project Area in the future.
3. MUNICIPAL SERVICES. All of the Wasatch County property proposed to be included in the Project Area is within the JSSD's boundaries and the JSSD is the sole provider of water and sewer services to the property.
 - a. Pursuant to §63H-1-201(3)(q) of the MIDA Act, the Parties agree that the JSSD shall be the provider of all water and sewer services to the Project Area. The JSSD shall have full responsibility and authority to provide these services just as if it had complete jurisdiction.
 - b. MIDA shall have no responsibility or authority for these services.

- c. The JSSD shall have authority to make its regulations applicable to the Project Area to the same extent they are applicable to the rest of the property within the JSSD's boundaries. This includes the imposition and collection of regulatory fees, development fees, assessments and generally applicable taxes, except those that MIDA collects or receives directly. MIDA fully delegates this authority to the JSSD and to the extent required by law, the JSSD's regulations applicable to the Project Area shall be considered MIDA's regulations and by this Agreement, MIDA adopts them by reference.
 - d. The JSSD shall not discriminate against the property, businesses, or residents of the Project Area but shall provide the services in the same manner and to the same extent it would if the Project Area did not exist.
 - e. The JSSD shall indemnify, release, and hold MIDA harmless from any and all claims, damages, suits, liabilities, and attorney's fees of whatever nature which may arise from its control and provision of these services, but only to the extent that the JSSD would have liability for such Claims absent the existence of MIDA and the Project Area.
4. NO SEPARATE ENTITY CREATED. No separate legal entity is created by the terms of this Agreement. There shall be no real or personal property jointly acquired by the Parties as a result of this Agreement.
 5. NO THIRD PARTY BENEFICIARIES. This Agreement and the covenants, promises, obligations and responsibilities contained herein are intended solely to establish the obligations and benefits of the respective Parties hereto. No third party may enforce the terms of this Agreement or rely on this Agreement in any action against either of the Parties.
 6. PARTIES AS GOVERNMENTAL ENTITIES. Both Parties are governmental entities subject to the provisions of the Utah Governmental Immunity Act and the substantive and procedural protections thereof. By execution of this Agreement, neither Party waives any of the substantive or procedural defenses or protections of the Act including specifically without reservation the limitations on actions and the limitations on judgments contained therein. Subject to the provisions of this Paragraph, each party agrees to indemnify, release, hold harmless and defend the other party hereto from all claims, damages, liabilities, and judgments for injury to persons, loss of life, or damage to property occurring because of the negligent acts or omissions of the indemnifying Party, its officers, or employees in connection with this Agreement.
 7. INTERLOCAL ACT REQUIREMENTS.
 - a. This Agreement shall be authorized by the commission, board, council, or other body or officer vested with the executive power of each Party, pursuant to §11-13-202.5(1)(a) of the Interlocal Act; and
 - b. A duly executed original counterpart of this Agreement shall be filed with the keeper of records of each Party pursuant to §11-13-209 of the Interlocal Act.
 8. CONTRACT REPRESENTATIVE. Each Party agrees to designate a contract representative responsible for matters involving contract interpretation and performance during the term of the Agreement. The initial contract representatives shall be:
 - a. For MIDA the Executive Director, who is currently Rick Mayfield

- b. For the JSSD, the District Manager, who is currently Dan Matthews
- c. The Parties agree to provide notice to the other Party of any change in designated contract representative prior to the effective date of the transfer of responsibilities.

9. NOTICE. Whenever a Party is required to give notice under this Agreement, it shall be given in writing by depositing it, postage pre-paid, with the U.S. Postal Service addressed to the other Party as follows:

- a. If to MIDA: Rick Mayfield
Executive Director
450 Simmons Way, No. 400
Kaysville, UT 84037-6722

With a copy to:

Paul Morris
General Counsel
5110 Ivybrook Circle
Murray, UT 84123

- b. If to the JSSD: Dan Matthews
District Manager
PO Box 519
10420 North Jordanelle Boulevard
Heber City UT 84032

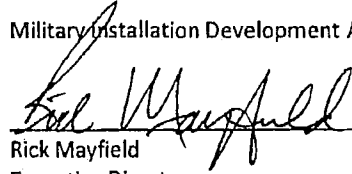
With a copy to:

Scott Sweat
County Attorney
805 West 100 South
Heber City, UT 84032

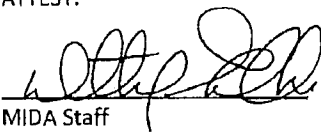
- c. The Parties may change the person or address where notice is given by providing written notice to the other Party.
10. AMENDMENT. The terms of this Agreement may be modified or amended at any time through execution by the Parties of a written amendment hereto. Any amendment of the Agreement shall specify the changes hereto and the effective date(s) of the changes.
11. WHOLE AGREEMENT. This Agreement contains the entire agreement between the Parties. All promises, representations, understandings, warranties, inducements and agreements with respect to the matters described in this Agreement have been expressed herein.

IN WITNESS WHEREOF, the Parties have signed this Agreement effective as specified above.

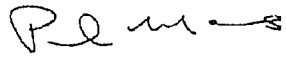
Military Installation Development Authority


Rick Mayfield
Executive Director

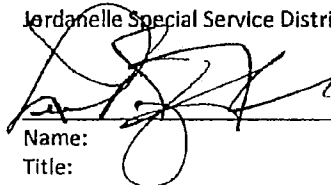
ATTEST:


MIDA Staff

Approved as to Form:


Paul Morris
General Counsel

Jordanville Special Service District


Name:
Title:

ATTEST:


District Clerk

Approved as to Form:



County Attorney

Exhibit A
Map

For a copy of the map, contact MIDA or Jordanelle Special Service District

**Exhibit L
to
First Amendment
to
Mountainside Resort Master Development Agreement**

(Mountainside Resort Parking Plan)

**See attached
Mountainside Resort Parking Plan
August 11, 2020**

MAYFLOWER MOUNTAIN RESORT
Mountainside Resort Parking Plan
August 11, 2020

The goal of the Developer of the Mayflower Mountain Resort is to create a high-quality accommodations, recreation, and retail experience through the creation of an operationally efficient resort. Mayflower has a unique opportunity to build such a resort from inception as it is the first major four-season/ski resort erected in the US in over 40 years and the land massing is contiguous and undeveloped.

Mayflower is no different than other mountain resorts where there is an influx of visitors, seasonal demands, and a resort cannot solely plan for peak capacity, rather comfortable carrying capacity (CCC) or referenced also as daily carry capacity. The Resort Plan is evaluated by calculating the projected capacities of the resort's various facilities and comparing those facilities to the resort's CCC. CCC includes is: i) alpine trail capacity, ii) lodging and retail, and iii) service and support personnel. Recommendations for each of these capacities will produce a well-balanced resort and a pleasant guest experience.

The anticipated CCC of the Mayflower Resort at full buildout is calculated to be 10,720 guests. These guests will arrive at the resort from various means including directly from Village accommodations, shuttle/public transit, drop-off/ride-share and day parking. For the purposes of this parking plan the breakdown between day-use and destination guests is approximately 50/50. This was calculated based on development plans for residential and hotel units in the Village core and ancillary development to the north and south, e.g. Pioche, Hailstone and JSSD parcel, as day guests.

These guests originate from ski-in/ski-out accommodations or within walking distance of the lift network. Overnight accommodations in ski resort towns enact managed parking during festive weeks and other peak weekends as well as nearly 37% of guests use transit services when arriving and departing, e.g. shuttles, Uber, taxis, etc. Due to the seasonal nature in resort operations managed parking is common and is seen in various forms, e.g. valet, stacked parking, off-site shuttling for valets, etc. With the village design for a pedestrian based system this is not uncommon and allows various management systems and actions to be enacted.

Off-property destination guests were considered day-use visitors as they would arrive at Mayflower via car or other transportation. The primary day use parking is planned approximately 0.15 mile southeast of the Village core. A shuttle service and walking path will provide pedestrian access to the Village from these parking lots and a cabriolet/gondola is planned as part of Phase 2.

The planned day use parking is approximately 1,440 parking spaces and an additional 420 to the north at the base of Lot 13. Mayflower is projected to need 1,570 day use parking spaces, thus provides an 18.5% cushion/surplus of parking spaces on a busy weekend day. These numbers do not include any potential parking at the Overlook, Blue Ledge, JSSD parcel or off-site parking, e.g. State Parks.

Project Requirements Ratios:

The Developer will provide the minimum stalls as outlined by the ratios set forth below or, if a different ratio is desired, as supported by a parking study by a qualified engineer to ascertain the ratios/standard parking requirements can be adjusted meeting industry standards. The engineer's report will be remitted at building permit or development plat depending on product type.

Ski Hotel	0.75 spaces per unit
Five-star/Luxury Hotel	1.0 spaces per unit
Mine Hotel	0.75 spaces per unit
Boutique Hotel	1.0 spaces per unit
Recreation Hotel	0.75 spaces per unit
Park Peak	0.75 spaces per unit
Row Homes	0.75 spaces per unit
Ski Beach Condominiums	1.25 spaces per unit
Ice Ribbon Condominiums	1.25 spaces per unit
Lower Village Condominiums	1.25 spaces per unit
Mining Townhouses	2.0 spaces per unit
Hillstone Townhouses	2.0 spaces per unit
Estate Lots	4.0 spaces per unit
Pioche Estate Lots	4.0 spaces per unit
Pioche Townhomes	2.0 spaces per unit
Pioche Apartments	0.75 spaces per unit
Pioche Hotel	0.75 spaces per unit
Floating/Unassigned Hotel Rooms	0.75 spaces per unit
Employee/Workforce Housing	0.75 spaces per unit
Dormitory/Seasonal Employee Housing	0.50 spaces per unit

MAYFLOWER MOUNTAIN RESORT

Parking Breakout

August 11, 2020

Development Parking *

Parcel	Name	Type	Hotel Keys	Non-Hotel Keys	Parking Stalls	Ratio
MWR	MWR	Hotel	387	55	260	
3	Skier Hotel	Hotel	135	51	140	0.75
5	Five-Star	Hotel	121	89	210	1.00
1	Mine Hotel	Hotel	200	65	199	0.75
11	Boutique	Hotel	80	25	105	1.00
13	Water Park	Hotel	200	25	229	0.75
Park Peak	Park Peak	Hotel	85	150	177	0.75
South Portal	South Portal	n/a	n/a	n/a	n/a	
2	Row Homes	TH	0	30	23	0.75
4	Ski Beach	Condo	0	122	153	1.25
6	Ice Ribbon #1	Condo	0	87	109	1.25
7	Ice Ribbon #2	Condo	0	59	74	1.25
8	Village #1 Condo	Condo	0	62	78	1.25
9	Village #2 Condo	Condo	0	72	90	1.25
10	Climbing Tower	Condo	0	52	65	1.25
10	Mining TH	TH	0	30	76	2.00
19	Hailstone	TH	0	78	156	2.00
19	Hailstone Lots	Lots	0	82	164	2.00
14	Estate Lots	Lots	0	30	120	4.00
15	Estate Lots	Lots	0	39	156	4.00
16	Estate Lots	Lots	0	31	124	4.00
17	Estate Lots	Lots	0	37	148	4.00
12	Estate Lots	Lots	0	29	116	4.00
12	Townhomes	TH	0	52	104	2.00
12	Apartments	APTS	0	423	318	0.75
12	Select Service	Hotel	150	0	113	0.75
			1438	1783	3507	

The Developer will work w/ Ski Operator to provide day-skier stalls to meet mountain demands, below is forecasted, not guaranteed. Interim parking is anticipated during construction.

Day-Skier

Parking - P1	Day-skier surface: mine portal	736
Parking - P2	Day-skier surface: pond site	281
Parking - P3	Day-skier structure: mine portal	158
Parking - P4	Village structure	268
Parking - P5	Blue Ledge/Pioche Parcel	419
		1862

Misc.

Future Parking	Additional mtn employee parking: Ventana	48
Event Parking	Day-skier surface: State Parks	655
		703



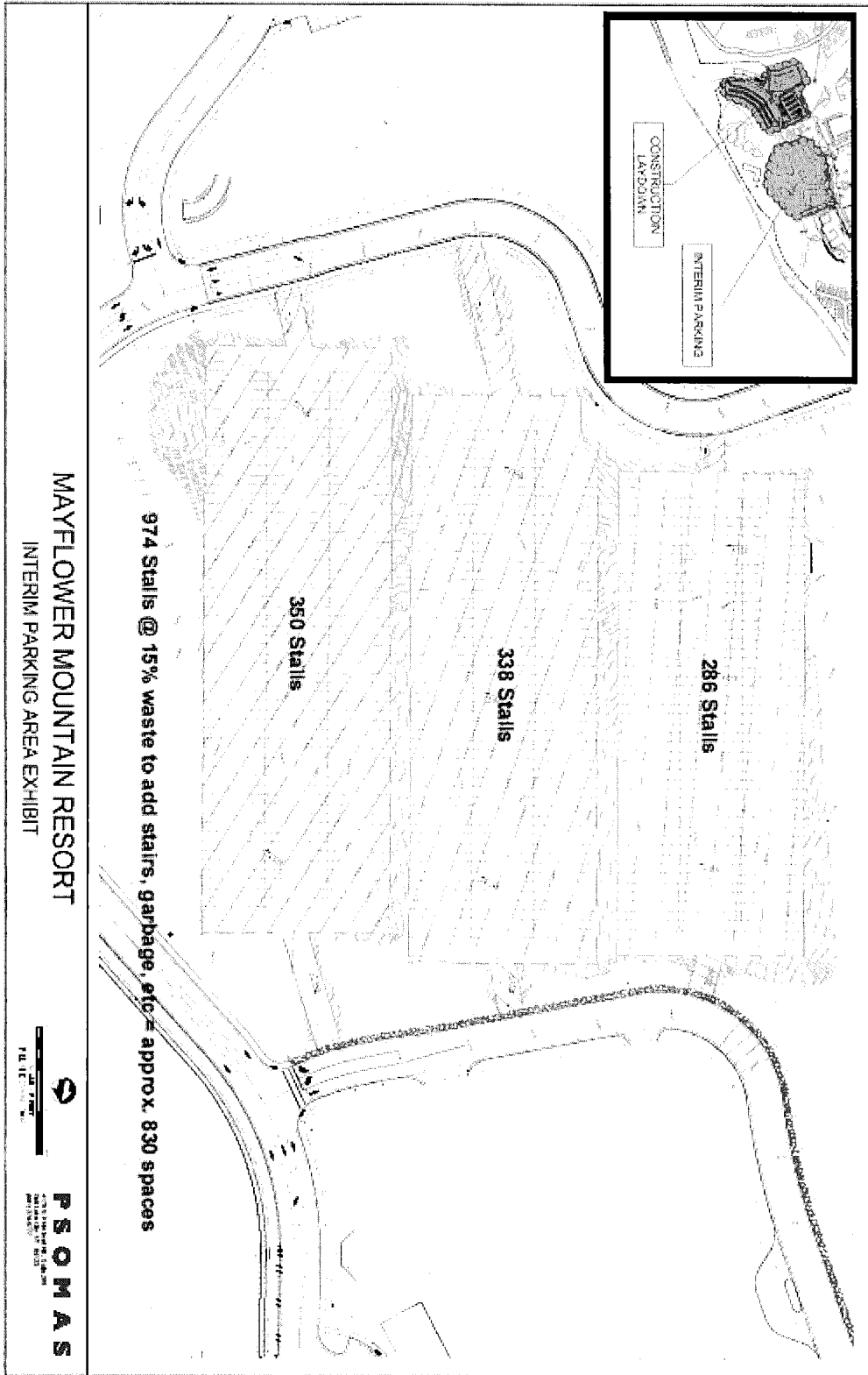


Exhibit O
to
First Amendment
to
Mountainside Resort Master Development Agreement

(Form of Transfer Acknowledgment)

WHEN RECORDED, RETURN TO:

EX Utah Development LLC
Summit Center, Suite #206
2750 W. Rasmussen Road
Park City, Utah 84098
Attention: Kurt Krieg,
Senior Vice President

Tax Parcel Nos. (See Exhibit "A")

(Space above for Recorder's use only.)

TRANSFER ACKNOWLEDGMENT

This Transfer Acknowledgment (the "Acknowledgment") is made as of the ____th day of [____], 20__, (the "Effective Date"), by and between [Extell owner of Transfer Property], a Delaware limited liability company ("Landowner") and EX UTAH DEVELOPMENT LLC, a Delaware limited liability company ("Master Developer", together with the Landowner, collectively "Assignor"), and [____] ("Assignee"). Assignor and Assignee are alternatively referred to as the "Parties."

RECITALS

A. Master Developer is a party to that certain Mountainside Resort Master Development Agreement, dated as of August 19, 2020 and recorded August 20, 2020 as Entry No. 483120 in Book 1307 on Page 1743 of the Official Records of the Wasatch County Recorder (the "Master Development Agreement") concerning certain real property located in Wasatch County, Utah (the "Mountainside Property") more particularly described in the Master Development Agreement. Capitalized terms not otherwise defined herein shall have the meaning set forth in the Master Development Agreement.

B. In connection with the conveyance of a portion of the Mountainside Property more particularly described on Exhibit "A" attached hereto (the "Transfer Property") to Assignee, Assignor desires to assign certain of its rights and obligations under the Master Development

Agreement pertaining specifically to the Transfer Property as more particularly described in this Acknowledgment to Assignee, Assignee desires to accept such assignment.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and the mutual promises herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Assignment and Assumption. Effective upon the Effective Date, Assignor hereby assigns to Assignee its rights and obligations under Section[(s) ____] of the Agreement pertaining to the Transfer Property only, specifically, Assignor's right to [_____] (the "Assigned Rights"). Assignee hereby accepts such assignment and assumes and agrees to be bound by all of the terms and conditions of the Master Development Agreement with respect to the Assigned Rights and the Transfer Property.

2. Release. From and after the Effective Date, Assignor shall be released from all obligations under the Master Development Agreement arising after the Effective Date with respect to the Assigned Rights and the Transfer Property.

3. Reservation. Assignor reserves all rights and obligations arising under the Master Development Agreement that are not expressly included in the Assigned Rights. In the event of any dispute as to whether certain rights or obligations arising under the Master Development Agreement are included in the Assigned Rights, Master Developer's determination as to the scope of the Assigned Rights shall be binding on the Parties, absent manifest error.

4. Representations and Warranties of Assignor. Assignor represents and warrants to Assignee that it has full power and authority (including full corporate power and authority) to assign the Assigned Rights to Assignee pursuant to this Acknowledgment. These representations and warranties shall survive any cancellation of this Acknowledgment.

5. Representations and Warranties of Assignee. Assignee represents and warrants to Assignor that it has full power and authority (including full corporate power and authority) to assume the Assigned Rights pursuant to this Acknowledgment. These representations and warranties shall survive any cancellation of this Acknowledgment.

6. Indemnification. Assignee agrees to indemnify, defend and hold Assignor harmless against any claims arising under the Master Development Agreement and pertaining specifically to the Assigned Rights from and after the Effective Date. Assignor agrees to indemnify, defend and hold Assignor harmless against any claims arising under the Master Development Agreement and pertaining specifically to the Assigned Rights on and before the Effective Date.

7. Ratification and Survival. Other than those specific provisions amended by this Acknowledgment, all other provisions, rights, and obligations contained in the Master Development Agreement are hereby ratified by the Parties, and all of the representations, warranties, covenants and agreements of the Parties as set forth herein shall survive the

consummation of the transactions set forth herein. In the event of any conflict between the Master Development Agreement and this Acknowledgment, this Acknowledgment shall govern.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Parties have executed this Acknowledgment as of the date first above written.

ASSIGNOR:

ASSIGNEE:

MASTER DEVELOPER:

EX UTAH DEVELOPMENT LLC,
a Delaware limited liability company

[_____]

By: _____

By: _____
Name: Gary Barnett
Title: President

Name: _____
Its: _____

LANDOWNER:

[_____] a Delaware limited liability company

By: _____
Name: Gary Barnett
Title: President

STATE OF NEW YORK)
 ss
 COUNTY OF NEW YORK)

On the ____ day of _____ in the year 2020, before me, the undersigned, a Notary Public in and for said State, personally appeared Gary Barnett, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged himself to be the President of each of EX UTAH DEVELOPMENT LLC and [_____] , each a Delaware limited liability company, being authorized to do so, he executed the foregoing instrument for the purposes therein contained, by signing the name of the company, by himself as such officer.

Notary Public
 (SEAL)

STATE OF _____)
 ss
 COUNTY OF _____)

On the ____ day of _____ in the year 2020, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged himself to be the _____ of _____, a _____, being authorized to do so, he executed the foregoing instrument for the purposes therein contained, by signing the name of the company, by [himself/herself] as such officer.

Notary Public
 (SEAL)

AGREEMENT OF MIDA

THE FOREGOING Acknowledgment is accepted and agreed to on this ____ day of _____, 20__, by MIDA.

MIDA:

Military Installation Development Authority

Heather Kruse
MIDA MRF Area Project Manager

ATTEST:

MIDA Legal Counsel

STATE OF UTAH)
 : ss
COUNTY OF WASATCH)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by Heather Kruse, who executed the foregoing instrument in his capacity as the MIDA MRF Area Project Manager of the Military Installation Development Authority, a political subdivision of the State of Utah.

NOTARY PUBLIC
Residing at: _____

My Commission Expires:

**Exhibit A
To
Transfer Acknowledgement**

Legal Description of Transfer Property

(See Attached.)