

WHEN RECORDED, RETURN TO:

PARR BROWN GEE & LOVELESS  
101 South 200 East, Suite 700  
Salt Lake City, Utah 84111  
Attn: Roger D. Henriksen  
Robert A. McConnell

Tax Parcel Nos.: See Exhibit A

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**SECOND AMENDMENT TO MASTER DECLARATION OF  
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS  
FOR MOUNTAINSIDE VILLAGE AND RESORT**

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THIS SECOND AMENDMENT TO MASTER DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR MOUNTAINSIDE VILLAGE AND RESORT (this "**Amendment**") is made this 18<sup>th</sup> day of February, 2022 by **BLX MAYFLOWER LLC**, a Delaware limited liability company ("**Declarant**").

**RECITALS:**

A. This Amendment constitutes an amendment to that certain Master Declaration of Covenants, Conditions, Restrictions and Easements for Mountainside Village and Resort dated August 20, 2020, entered into by Declarant and recorded on August 21, 2020 as Entry No. 483149, in Book 1308 at Page 27, in the official records of the Wasatch County Recorder (as amended by that certain First Amendment to Master Declaration of Covenants, Conditions, Restrictions and Easements for Mountainside Village and Resort dated August 31, 2021 and recorded on December 21, 2021 as Entry No. 512624 in Book 1390 at Page 1310 in the official records of the Wasatch County Recorder, the "**Declaration**").

B. Capitalized terms used in this Amendment but not otherwise defined shall have the same meanings as in the Declaration.

C. The Declaration is applicable to the Property, as more particularly described on attached Exhibit A, which Property includes the Initial Mountainside Property and certain Annexable Land added to the Declaration pursuant to that certain Declaration of Annexation, dated February \_\_, 2022 and recorded on February 18, 2022 as Entry No. 515468 in Book 1398 at Page 236 in the official records of the Wasatch County Recorder.

D. The Declaration grants to Declarant the unilateral right to amend the Declaration for any purpose until termination of the Class "B" Membership.

E. As of the date of this Amendment, the Class "B" Membership is in effect and has not been terminated.

F. Declarant now desires to amend the Declaration to revise certain provisions relating to the Community Reinvestment Fee.

NOW THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Declarant hereby amends the Declaration as follows:

1. Amendment and Certification by Declarant. Pursuant to Section 19.2 of the Declaration, Declarant hereby: (a) exercises its right to amend the Declaration unilaterally for any purpose prior to the termination of the Class "B" Membership; and (b) certifies that this Amendment sets forth in full the amendments to the Declaration and has been approved by Declarant.

2. Definition of Merchant Builder Sale. Section 1.75 of the Declaration is hereby amended and restated in its entirety as follows:

1.75 **"Merchant Builder Sale"** means the sale of a Unit that is Vacant Land to a Merchant Builder *provided* that with respect to each Unit acquired in such Merchant Builder Sale, (a) further subdivision has been completed and Merchant Builder is actively marketing the further subdivided Units within thirty (30) months after the Merchant Builder's acquisition of the original Unit (unless such date has been extended in writing by the Resort Foundation), or (b) construction of the primary commercial building or residential dwelling thereon has been commenced by a Merchant Builder within thirty (30) months after the Merchant Builder's acquisition of the Unit (unless such date has been extended in writing by the Resort Foundation). For purposes of this Section 1.75, "commenced" means the submission to and acceptance as complete by all applicable governmental authorities of an application for a building permit for the Unit, the issuance of which Merchant Builder is actively pursuing.

3. Definition of Merchant Builder. Section 1.56 of the Declaration is hereby amended and restated in its entirety as follows:

1.56 **"Merchant Builder"** means any Person who: (a) purchases in a single transaction one (1) or more Units constituting Vacant Land for the purpose of constructing a commercial building or residential dwelling thereon and with the intent of selling such Unit(s), together with the commercial buildings or residential dwellings located on such Unit(s), to a Consumer without any personal use thereof by such Merchant Builder; or (b) who purchases in a single transaction one (1) or more Units constituting Vacant Land within the Resort for the purpose of further subdividing and/or developing the same within thirty (30) months after the Merchant Builder's acquisition of the original Unit (unless such date has been

extended in writing by the Resort Foundation) if the further subdivision and/or development is to be accomplished with the intent of selling the same to a Consumer without any personal use thereof by such Merchant Builder as determined by the Resort Foundation in the exercise of its reasonable discretion. For purposes of this Section 1.56, "Consumer" means a Person who intends to use (a) the residential dwelling as a primary or secondary residential dwelling, on either a full time or part-time basis, and (b) use the Unit for commercial purposes.

4. Definition of Unit. Section 1.115 of the Declaration is hereby amended and restated in its entirety as follows:

1.115 "Unit" means a portion of the Resort, whether improved or unimproved, which may be independently owned. The term shall refer to the land, if any, which is part of the Unit as well as any improvements thereon. In the case of a structure containing multiple dwellings but which is not a Hotel or Lodge, each dwelling shall be deemed to be a separate Unit. In the case of Vacant Land or a parcel of land on which improvements are under construction, the parcel shall be deemed to be a single Unit until such time as a Recorded plat subdivides all or a portion of the parcel; thereafter, the portion encompassed on such plat shall contain the number of Units determined as set forth in the preceding sentence. Any portion not encompassed on such plat shall continue to be treated in accordance with this paragraph. Unless the Project Declaration or Condominium Plan applicable to a particular Unit otherwise provides, if walls, floors, or ceilings are designated as boundaries of a Unit, the interior surfaces of the perimeter walls, floors, ceilings, windows, doors, and outlets located within the Unit are part of the Unit and any other portions of the walls, floors, or ceilings are part of the common areas. Notwithstanding the foregoing, any parcel of real property owned, held or used in its entirety (i) by the Master Association, (ii) as Common Areas and Facilities for the Master Association or as common area for a Condominium Project, (iii) by any Governmental Authority (except the MIDA Property), (iv) solely for or in connection with the distribution of electricity, gas, water, sewer, telephone, communications, cable television or any other utility service, or (v) solely for access to or through all or any portion of the Resort, shall not be considered a Unit. In addition, the term "Unit" shall not include any portion of the Mountainside Ski Property.

5. Reinvestment Fee. Subsections 11.20(a) and 11.20(b) of the Declaration are hereby amended and restated in their entirety as follows:

- (a) In order to provide the Resort Foundation with the funding necessary to carry out the purposes for which it was formed, including the purposes set forth in Section 11.20(e), a Community Reinvestment Fee is hereby established in accordance with Utah Code § 57-1-46, which Community Reinvestment Fee shall be applicable to any Transfer, as defined below.

The Community Reinvestment Fee shall be payable from any Person receiving title to the Unit (the "**Transferee**") to the Resort Foundation at the closing of each transfer of title to a Unit other than pursuant to a Merchant Builder Sale or by Declarant or any of Declarant's Affiliates and shall be secured by the Resort Foundation's lien as described in Section 11.20(f). Each Owner, by accepting a deed or entering into a Recorded contract of sale for any portion of the Resort, is deemed to covenant and agree to pay or cause to be paid the Community Reinvestment Fee. Each Owner shall notify the Resort Foundation of a pending Transfer at least seven (7) days prior to the Transfer. Such notice shall include the name of the buyer, the proposed date of the Transfer, any assertion that the Transfer is a Merchant Builder Sale (with supporting information), and other information as may be required by the Resort Foundation's Board.

- (b) Upon the occurrence of any sale, transfer, or conveyance of any Unit (other than a Merchant Builder Sale or a sale transfer or conveyance of any Unit by Declarant or Declarant's Affiliate) as reflected in the office of the County Recorder, provided such sale, transfer, or conveyance is to a Person who is not Declarant or a Declarant's Affiliate (as applicable, a "**Transfer**"), the Transferee shall pay to the Resort Foundation a reinvestment fee (the "**Community Reinvestment Fee**"), which is hereby automatically levied against the subject Unit. The Resort Foundation may set the Community Reinvestment Fee amount by rule. Unless the Board adopts a rule otherwise, the Community Reinvestment Fee shall be equal to 1.25% of the gross sales price thereof, less actual customary expenses of sale. In the event the gross sale price is not a cash price, the gross sales price shall be determined by the Resort Foundation calculating the equivalent thereof which would have been received by the transferor had the Transfer been an arms-length, third-party cash transaction. The Community Reinvestment Fee may be adjusted by the Resort Foundation from time to time provided that the Community Reinvestment Fee shall never exceed the maximum amount allowable under Applicable Law. The amount of any Community Reinvestment Fee, as it may be adjusted from time to time by the Resort Foundation, shall be evidenced by a Recorded "Notice of Community Reinvestment Fee Covenant" that meets the requirements of UCA Section 57-1-46, as amended from time to time. The exemption provided for above for a Merchant Builder Sale shall expire and the Community Reinvestment Fee shall be immediately payable to the Foundation by the then existing Owner of such Unit(s) if the conditions set forth in Section 1.75 have not been satisfied within the time period(s) specified therein.

subdivision of the State of Utah obtains an interest in the Owner;

- (ix) Any Change of Control in which the Master Association or a Project Association or their respective successors obtains an interest in the Owner;
- (x) Any Change of Control, whether outright or in trust, that is for the benefit of the Owner or the Owner's relatives, but only if the consideration for the Change of Control is no greater than ten percent (10%) of the value of the Owner's Unit; or
- (xi) Any Change of Control to secure a debt or other obligation or to release property which is security for a debt or other obligation.

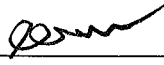
(c) A "**Change of Control**" shall be deemed to have occurred if, after acquisition of a Unit, by means of any transaction or series of related transactions (including, without limitation, any reorganization, merger or consolidation), (i) the beneficial ownership (as defined in Rule 13d-3 under the Securities Exchange Act of 1934, as amended (the "**Exchange Act**")) of securities representing more than 50% of the combined voting power of an Owner are acquired directly or indirectly by any Person (other than Declarant, an Affiliate of Declarant or any Affiliate of an Owner), or (ii) the merger, consolidation or conversion of an Owner with or into another entity where the shareholders, members, beneficiaries or other owners of the Owner, immediately prior to the consolidation, merger or conversion, would not, immediately after the consolidation, merger or conversion, own, directly or indirectly, interests representing in the aggregate 50% or more of the combined voting power of the securities of the surviving entity in substantially the same proportion as their ownership of such Owner immediately prior to such merger, consolidation or conversion.

7. Miscellaneous. The Recitals in this Amendment are incorporated herein by this reference. In the event of any conflict between the provisions of the Declaration and the provisions of this Amendment, the provisions of this Amendment shall control. Except as set forth in this Amendment, the Declaration is ratified and affirmed in its entirety. This Amendment shall inure to the benefit of, and be binding on, all persons holding any interest in the Initial Mountainside Property and their respective successors, assigns, heirs and lien holders. This Amendment shall be governed by, and construed and interpreted in accordance with, the laws of the State of Utah.

*[Signature page follows]*

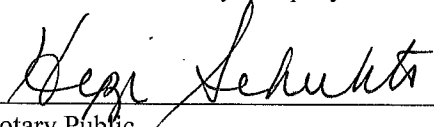
IN WITNESS WHEREOF, Declarant has executed this Amendment as of the date set forth above.

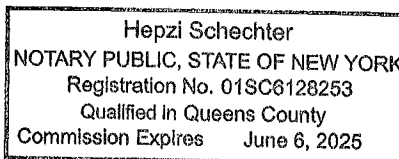
**BLX MAYFLOWER LLC,**  
a Delaware limited liability company

By   
Gary Barnett, President

STATE OF NEW YORK )  
COUNTY OF New York :ss.

The foregoing instrument was acknowledged before me this 17 day of February, 2022, by Gary Barnett, President of BLX Mayflower LLC, a Delaware limited liability company.

  
Notary Public



**EXHIBIT A**Description of the Property

The surface rights in and to the following real property:

All of Parcels 3 through 5, Lots 2 through 14, Lots 16 through 19, and all of Lot 21 of the 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 LOTS are depicted and described by metes and bounds on the MIDA Master Development Plat.

AND

Lots 1A, 22 and 23 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, being an amendment of that certain MIDA MASTER DEVELOPMENT PLAT, recorded June 30, 2020 as Entry No. 480155 on file and of record in the Wasatch County Recorder's Office, as such Lots are depicted and described by metes and bounds on the MIDA Master Development Plat Lots 1 & 15B and Parcels 1&2 Amended.

AND

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.

AND

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.

AND

Lot 2 (Air Force Parcel), MIDA / Air Force Parcel Plat, according to the official plat thereof, on file and of record in the office of the Wasatch County Recorder, recorded on December 19, 2019 as Entry No. 472208 in Book 1276 at Page 874-883.

AND

Units R-6002, R-6004 through R-6007, R-6031 through R-6033, R-6035, R-6037 through R-6043, R-6045 through R-6048, R-6050, R-6111 through R-6114, R-7002, R-7004 through R-7007, R-7031 through R-7035, R-7037 through R-7042, R-7045, R-7047, R-7048, R-7050, R-7111 through R-7114, R-8033, R-8035, R-8037 through R-8039, R-8043, R-8045, B-1-1, B-1-2, C-1-1 through

C-1-8, 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 Condominium Plat of MWR Conference Hotel Condominiums recorded August 21, 2020 as Entry No. 483152 in Book 1308 at Page 263 of the official records in the office of the Wasatch County Recorder (being an amendment of Lot 1, MIDA / Air Force Parcel Plat, according to the official plat thereof, on file and of record in the office of the Wasatch County Recorder, recorded on December 19, 2019 as Entry No. 472208 in Book 1276 at Page 874-883), 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.

AND

All of 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.

AND

All of 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.

LESS AND EXCEPTING any mineral rights of whatever type, water rights, water shares, and any other water interests associated with the above-described real property.

Lot	Tax Serial Number	Parcel Number
Parcel 3	0IX-P003-0-025-024	00-0021-4994
Parcel 4	0IX-P004-0-025-024	00-0021-4995
Parcel 5	0IX-P005-0-025-024	00-0021-4996
Lot 1A	0IX-L001-A-0-025-024	00-0021-4970
Lot 2	0IX-L002-0-025-024	00-0021-4971
Lot 3	0IX-L003-0-025-024	00-0021-4972
Lot 4	0IX-L004-0-025-024	00-0021-4973
Lot 5	0IX-L005-0-025-024	00-0021-4974
Lot 6	0IX-L006-0-025-024	00-0021-4975
Lot 7	0IX-L007-0-025-024	00-0021-4976
Lot 8	0IX-L008-0-025-024	00-0021-4977
Lot 9	0IX-L009-0-025-024	00-0021-4978
Lot 10	0IX-L010-0-025-024	00-0021-4979
Lot 11	0IX-L011-0-023-024	00-0021-4980
Lot 12	0IX-L012-0-024-024	00-0021-4981
Lot 12A	0YV-0001-0-024-024	00-0021-5610
Lot 13	0IX-L013-0-024-024	00-0021-4982
Lot 14	0IX-L014-0-025-024	00-0021-4983
Lot 16	0IX-L016-0-025-024	00-0021-4986
Lot 17	0IX-L017-0-024-024	00-0021-4987
Lot 18	0IX-L018-0-025-024	00-0021-4988

Lot 19	0IX-L019-0-031-024	00-0021-4989
Lot 21	0IX-L021-0-025-024	00-0021-4991
Lot 22	0IX-L022-0-025-024	00-0021-5697
Lot 23	0IX-L023-0-025-024	00-0021-5698
Pioche Y	OWC-0027-C-024-024	00-0020-0954
Lot 2-MWR AF Parcel	0UF-0002-0-025-024	00-0021-4720
R-6002	MWR-R6002-0-025-024	00-0021-5106
R-6004	MWR-R6004-0-025-024	00-0021-5107
R-6005	MWR-R6005-0-025-024	00-0021-5108
R-6006	MWR-R6006-0-025-024	00-0021-5109
R-6007	MWR-R6007-0-025-024	00-0021-5110
R-6031	MWR-R6031-0-025-024	00-0021-5111
R-6032	MWR-R6032-0-025-024	00-0021-5112
R-6033	MWR-R6033-0-025-024	00-0021-5113
R-6035	MWR-R6035-0-025-024	00-0021-5114
R-6037	MWR-R6037-0-025-024	00-0021-5115
R-6038	MWR-R6038-0-025-024	00-0021-5116
R-6039	MWR-R6039-0-025-024	00-0021-5117
R-6040	MWR-R6040-0-025-024	00-0021-5118
R-6041	MWR-R6041-0-025-024	00-0021-5119
R-6042	MWR-R6042-0-025-024	00-0021-5120
R-6043	MWR-R6043-0-025-024	00-0021-5121
R-6045	MWR-R6045-0-025-024	00-0021-5122
R-6047	MWR-R6047-0-025-024	00-0021-5123
R-6048	MWR-R6048-0-025-024	00-0021-5124
R-6050	MWR-R6050-0-025-024	00-0021-5125
R-6111	MWR-R6111-0-025-024	00-0021-5126

R-6112	MWR-R6112-0-025-024	00-0021-5127
R-6113	MWR-R6113-0-025-024	00-0021-5128
R-6114	MWR-R6114-0-025-024	00-0021-5129
R-7002	MWR-R7002-0-025-024	00-0021-5130
R-7004	MWR-R7004-0-025-024	00-0021-5131
R-7005	MWR-R7005-0-025-024	00-0021-5132
R-7006	MWR-R7006-0-025-024	00-0021-5133
R-7007	MWR-R7007-0-025-024	00-0021-5134
R-7031	MWR-R7031-0-025-024	00-0021-5135
R-7032	MWR-R7032-0-025-024	00-0021-5136
R-7033	MWR-R7033-0-025-024	00-0021-5137
R-7035	MWR-R7035-0-025-024	00-0021-5138
R-7037	MWR-R7037-0-025-024	00-0021-5139
R-7038	MWR-R7038-0-025-024	00-0021-5140
R-7039	MWR-R7039-0-025-024	00-0021-5141
R-7040	MWR-R7040-0-025-024	00-0021-5142
R-7041	MWR-R7041-0-025-024	00-0021-5143
R-7042	MWR-R7042-0-025-024	00-0021-5144
R-7043	MWR-R7043-0-025-024	00-0021-5145
R-7045	MWR-R7045-0-025-024	00-0021-5146
R-7047	MWR-R7047-0-025-024	00-0021-5147
R-7048	MWR-R7048-0-025-024	00-0021-5148
R-7050	MWR-R7050-0-025-024	00-0021-5149
R-7111	MWR-R7111-0-025-024	00-0021-5150
R-7112	MWR-R7112-0-025-024	00-0021-5151
R-7113	MWR-R7113-0-025-024	00-0021-5152
R-7114	MWR-R7114-0-025-024	00-0021-5153
R-8033	MWR-R8033-0-025-024	00-0021-5154
R-8035	MWR-R8035-0-025-024	00-0021-5155

R-8037	MWR-R8037-0--025-024	00-0021-5156
R-8038	MWR-R8038-0-025-024	00-0021-5157
R-8039	MWR-R8039-0-025-024	00-0021-5158
R-8043	MWR-R8043-0-025-024	00-0021-5159
R-8045	MWR-R8045-0-025-024	00-0021-5160
B-1-1		00-0021-5161
B-1-2		00-0021-5162
C-1-1		00-0021-5163
C-1-2		00-0021-5164
C-1-3		00-0021-5165
C-1-4		00-0021-5166
C-1-5		00-0021-5167
C-1-6		00-0021-5168
C-1-7		00-0021-5169
C-1-8		00-0021-5170
Hotel Unit		00-0021-5105

<b>Galena 1 and Galena 2 Lots</b>	<b>Description</b>	<b>Serial Number</b>	<b>Tax Parcel Number</b>
Lot 1 - Galena 1	Estate Lot	0GK-1001-025-024	<b>00-0021-7054</b>
Lot 2 - Galena 1	Estate Lot	0GK-1002-025-024	<b>00-0021-7055</b>
Lot 3 - Galena 1	Estate Lot	0GK-1003-025-024	<b>00-0021-7056</b>
Lot 4 - Galena 1	Estate Lot	0GK-1004-025-024	<b>00-0021-7057</b>

Lot 5 - Galena 1	Estate Lot	0GK-1005-025-024	<b>00-0021-7058</b>
Lot 6 - Galena 1	Estate Lot	0GK-1006-025-024	<b>00-0021-7059</b>
Lot 7 - Galena 1	Estate Lot	0GK-1007-025-024	<b>00-0021-7060</b>
Lot 8 - Galena 1	Estate Lot	0GK-1008-025-024	<b>00-0021-7061</b>
Lot 9 - Galena 1	Estate Lot	0GK-1009-025-024	<b>00-0021-7062</b>
Lot 10 - Galena 1	Estate Lot	0GK-1010-025-024	<b>00-0021-7063</b>
Lot 11 - Galena 1	Estate Lot	0GK-1011-025-024	<b>00-0021-7064</b>
Lot 12 - Galena 1	Estate Lot	0GK-1012-025-024	<b>00-0021-7065</b>
Lot 13 - Galena 1	Estate Lot	0GK-1013-025-024	<b>00-0021-7066</b>
Lot 14 - Galena 1	Estate Lot	0GK-1014-025-024	<b>00-0021-7067</b>
Lot 15 - Galena 1	Estate Lot	0GK-1015-025-024	<b>00-0021-7068</b>
Lot 16 - Galena 1	Estate Lot	0GK-1016-025-024	<b>00-0021-7069</b>
Lot 17 - Galena 1	Estate Lot	0GK-1017-025-024	<b>00-0021-7070</b>
Lot 18 - Galena 1	Estate Lot	0GK-1018-025-024	<b>00-0021-7071</b>
Lot 19 - Galena 1	Estate Lot	0GK-1019-025-024	<b>00-0021-7072</b>
Lot 20 - Galena 1	Estate Lot	0GK-1020-025-024	<b>00-0021-7073</b>
Lot 21 - Galena 2	Estate Lot	0GK-2021-025-024	<b>00-0021-7075</b>
Lot 22 - Galena 2	Estate Lot	0GK-2022-025-024	<b>00-0021-7076</b>
Lot 23 - Galena 2	Estate Lot	0GK-2023-025-024	<b>00-0021-7077</b>
Lot 24 - Galena 2	Estate Lot	0GK-2024-025-024	<b>00-0021-7078</b>
Lot 25 - Galena 2	Estate Lot	0GK-2025-025-024	<b>00-0021-7079</b>
Lot 26 - Galena 2	Estate Lot	0GK-2026-025-024	<b>00-0021-7080</b>
Lot 27 - Galena 2	Estate Lot	0GK-2027-025-024	<b>00-0021-7081</b>
Lot 28 - Galena 2	Estate Lot	0GK-2028-025-024	<b>00-0021-7082</b>
Lot 29 - Galena 2	Estate Lot	0GK-2029-025-024	<b>00-0021-7083</b>
Lot 30 - Galena 2	Estate Lot	0GK-2030-025-024	<b>00-0021-7084</b>
Lot 31 - Galena 2	Estate Lot	0GK-2031-025-024	<b>00-0021-7085</b>
Lot 32 - Galena 2	Estate Lot	0GK-2032-025-024	<b>00-0021-7086</b>
Lot 33 - Galena 2	Estate Lot	0GK-2033-025-024	<b>00-0021-7087</b>

Lot 34 - Galena 2	Estate Lot	0GK-2034-025-024	<b>00-0021-7088</b>
Lot 35 - Galena 2	Estate Lot	0GK-2035-025-024	<b>00-0021-7089</b>
Lot 36 - Galena 2	Estate Lot	0GK-2036-025-024	<b>00-0021-7090</b>
Lot 37 - Galena 2	Estate Lot	0GK-2037-025-024	<b>00-0021-7091</b>
Lot 38 - Galena 2	Estate Lot	0GK-2038-025-024	<b>00-0021-7092</b>
Lot 39 - Galena 2	Estate Lot	0GK-2039-025-024	<b>00-0021-7093</b>
Lot 40 - Galena 2	Estate Lot	0GK-2040-025-024	<b>00-0021-7094</b>
Lot 41 - Galena 2	Estate Lot	0GK-2041-025-024	<b>00-0021-7095</b>
Lot 42 - Galena 2	Estate Lot	0GK-2042-025-024	<b>00-0021-7096</b>
Lot 43 - Galena 2	Estate Lot	0GK-2043-025-024	<b>00-0021-7097</b>
Lot 44 - Galena 2	Estate Lot	0GK-2044-025-024	<b>00-0021-7098</b>
Lot 45 - Galena 2	Estate Lot	0GK-2045-025-024	<b>00-0021-7099</b>
Lot 46 - Galena 2	Estate Lot	0GK-2046-025-024	<b>00-0021-7100</b>
Lot 47 - Galena 2	Estate Lot	0GK-2047-025-024	<b>00-0021-7101</b>
Lot 48 - Galena 2	Estate Lot	0GK-2048-025-024	<b>00-0021-7102</b>
Lot 49 - Galena 2	Estate Lot	0GK-2049-025-024	<b>00-0021-7103</b>
Lot 50 - Galena 2	Estate Lot	0GK-2050-025-024	<b>00-0021-7104</b>
Lot 51 - Galena 2	Estate Lot	0GK-2051-025-024	<b>00-0021-7105</b>
Lot 52 - Galena 2	Estate Lot	0GK-2052-025-024	<b>00-0021-7106</b>
Lot 53 - Galena 2	Estate Lot	0GK-2053-025-024	<b>00-0021-7107</b>
Lot 54 - Galena 2	Estate Lot	0GK-2054-025-024	<b>00-0021-7108</b>
Lot 55 - Galena 2	Estate Lot	0GK-2055-025-024	<b>00-0021-7109</b>
Lot 56 - Galena 2	Estate Lot	0GK-2056-025-024	<b>00-0021-7110</b>
Lot 57 - Galena 2	Estate Lot	0GK-2057-025-024	<b>00-0021-7111</b>
Lot 58 - Galena 2	Estate Lot	0GK-2058-025-024	<b>00-0021-7112</b>
Lot 59 - Galena 2	Estate Lot	0GK-2059-025-024	<b>00-0021-7113</b>
Lot 60 - Galena 2	Estate Lot	0GK-2060-025-024	<b>00-0021-7114</b>
PARCEL A - Galena 1	Open Space	0GK-100A -025-024	<b>00-0021-7074</b>

PARCEL B - Galena 2	Commercial	0GK-200B -025-024	<b>00-0021-7115</b>
PARCEL C - Galena 2	Open Space	0GK-200C -025-024	<b>00-0021-7116</b>
PARCEL D - Galena 2	Open Space	0GK-200D-025-024	<b>00-0021-7117</b>
PARCEL E - Galena 2	Open Space	0GK-200E-025-024	<b>00-0021-7118</b>

CONSENT

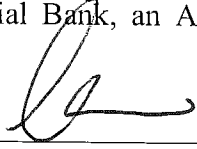
Subject to the conditions set forth herein below, Centennial Bank ("Centennial"), as the Beneficiary under that certain Deed of Trust, Assignment of Leases and Rents and Security Agreement (the "Deed of Trust"), dated March 31, 2020, and recorded on March 31, 2020 as Entry No. 476275 in Book 1287 at 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 Second Amendment To Master Declaration Of Covenants, Conditions, Restrictions And Easements For Mountainside Village And Resort dated as of February 18, 2022, executed by BLX Mayflower, LLC (the "**Second 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 Declaration, as amended by this Second Amendment.

DATED the 18<sup>th</sup> day of February, 2022.

[Signature appears on next page.]



Centennial Bank, an Arkansas state chartered bank

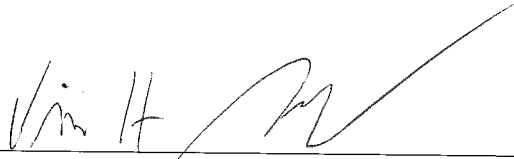
By:   
Name: Sanjay Maridev Ramakrishna  
Title: Director – Portfolio Manager

STATE OF NEW YORK )

) ss:

COUNTY OF KINGS )

On the 17 day of February in the year 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

4846-2690-9406, v. 11

