

CT/A # 165204. WTH

Ent 528719 Bk 1432 Pg 1275 - 1279  
MARCY M. MURRAY, Recorder  
WASATCH COUNTY CORPORATION  
2023 Jan 18 02:05PM Fee: \$40.00 TC  
For: Cottonwood Title Insurance Agency, In  
ELECTRONICALLY RECORDED

Tax ID #s

00-0020-7784  
00-0007-6864  
00-0021-6498  
00-0021-6497  
00-0020-4218 (pt of)  
00-0020-2698 (pt of)  
00-0020-91040 (pt of)  
00-0021-5559 (pt of)

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

Kirton McConkie  
50 E. South Temple #400  
Salt Lake City, UT 84111  
Attn: David Wilson

**ASSIGNMENT OF PROFIT-SHARING AGREEMENT**  
(Benloch Ranch – Phase 5/6)

This Assignment of Profit-Sharing Agreement (this “**Assignment**”) is effective as of January 17, 2023 (the “**Effective Date**”), by and between AJ FIRESIDE PARK CITY LLC, a Delaware limited liability company (“**Assignor**”), and SDP FINANCIAL 2020, LP, a Delaware limited partnership (“**Assignee**”), whose address is 1240 East 2100 South, Suite 300, Salt Lake City, Utah 84106. Assignor and Assignee are referred to herein from time to time as the “**Parties**.”

**RECITALS:**

- A. Assignor and Benloch CPC, LLC, a Utah limited liability company (“**Benloch CPC**”) are parties to that certain Profit-Sharing Agreement dated September 15, 2021, recorded as Entry No. 507465 (the “**Profit-Sharing Agreement**”), which affects the real property in Wasatch County, Utah, as more particularly described in the Profit-Sharing Agreement and described on Exhibit A attached hereto (the “**Property**”).
- B. As consideration for certain agreements contained in that certain Agreement dated December 31, 2022, by and between Assignor, Assignee, and Benloch CPC, among other parties, Assignor desires to assign to Assignee, and Assignee desires to accept from Assignor, all right, title, and interest in and to the Profit-Sharing Agreement.

which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

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

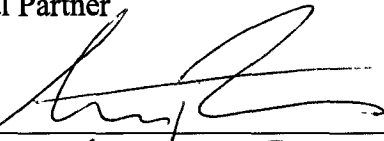
[SIGNATURES ON FOLLOWING PAGES]

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

**ASSIGNEE:**

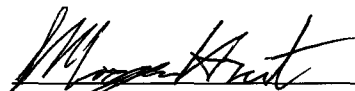
SDP FINANCIAL 2020, LP,  
a Delaware limited partnership

By: Sundance Bay Debt Partners GP, LLC  
a Delaware limited liability company, its  
General Partner

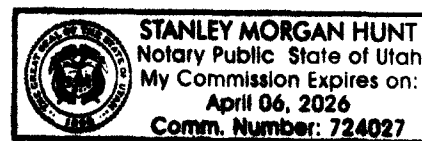
By:   
Name: ANDREW PETERSON  
Title: AUTHORIZED SIGNER

STATE OF UTAH )  
 )§  
COUNTY OF SALT LAKE )

The foregoing instrument was acknowledged before me this 17<sup>th</sup> day of JANUARY, 2023, by ANDREW PETERSON, as AUTHORIZED SIGNER of SDP FINANCIAL 2020, LP, a Delaware limited partnership, on behalf of said company.

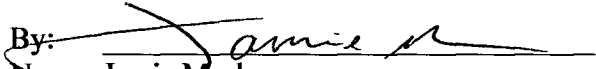
  
Notary Public  
Residing at: UTAH

(Seal)




**ASSIGNOR:**

**AJ FIRESIDE PARK CITY LLC,**  
a Delaware limited liability company

By:   
Name: Jamie Mackay  
Title: President

STATE OF Wyoming )  
                                  )§  
COUNTY OF Teton )

This instrument was acknowledged before me on this 10<sup>th</sup> day of January, 2023,  
by Jamie Mackay, the President of AJ Fireside Park City LLC, a Delaware limited liability  
company.

  
Title and Rank

(Seal)

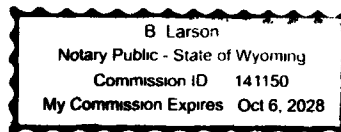


EXHIBIT A

The following real property located in Wasatch County, Utah.

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

AREA COMPRISES 18,457,515.86 SF OR 423.7263 AC, MORE OR LESS.