
[ABOVE SPACE RESERVED FOR RECORDING DATA]

AFTER RECORDING RETURN TO:

SDP REIT, LLC

Attention: Michael C. Nixon

1240 East 2100 South, Suite 300

Salt Lake City, Utah 84106

**AMENDED AND RESTATED CROSS DEFAULT/CROSS COLLATERALIZATION
AGREEMENT**

THIS AMENDED AND RESTATED CROSS DEFAULT/CROSS COLLATERALIZATION AGREEMENT (this "**Agreement**") is made and entered into on August 1, 2023, by and among PROJEK1, LLC, a Utah limited liability company with a mailing address of 1187 North 1200 West, Suite 300, Orem, Utah 84057 ("**Projek1**"), ROBBIN RED, LLC, a Utah limited liability company with a mailing address of 1187 North 1200 West, Suite 300, Orem, Utah 84057 ("**Robbin Red**"), PELICAN PINK, LLC, a Utah limited liability company with a mailing address of 1187 North 1200 West, Suite 300, Orem, Utah 84057 ("**Pelican Pink**"), WHALE WHITE, LLC, a Utah limited liability company with a mailing address of 1187 North 1200 West, Suite 300, Orem, Utah 84057 ("**Whale White**," and together with Projek1, Robbin Red, and Pelican Pink, "**Borrower**"), SDP REIT, LLC, a Delaware limited liability company whose address is 1240 East 2100 South, Suite 300, Salt Lake City, Utah 84106 ("**SDP REIT**"), and SDP FINANCIAL 2020, LP, a Delaware limited partnership whose address is 1240 East 2100 South, Suite 300, Salt Lake City, Utah 84106 ("**SDP 2020**," and together with SDP REIT, "**Lender**").

A. Robbin Red is indebted to SDP REIT as evidenced by a certain Secured Promissory Note dated February 1, 2021 in the original principal amount of \$8,449,938.00 (as amended, "**Note One**").

B. Repayment of the indebtedness evidenced by Note One is secured by, among other things, a certain Trust Deed, Assignment of Rents, Security Agreement and Financing Statement dated February 1, 2021 and recorded on April 6, 2021 in the official records of Wasatch County, Utah as Entry #497532 on Page 275 of Book 1,348 and given by Robbin Red encumbering certain real property described on **Exhibit A** hereto ("**Property One**"), which together with a certain Loan

Agreement dated February 1, 2021 between Robbin Red and SDP REIT and all other documents and instruments delivered with respect to Note One, as amended, are hereinafter referred to as the **"Note One Loan Documents"**.

C. Robbin Red is also indebted to Lender as evidenced by a certain Secured Promissory Note dated February 1, 2021 in the original principal amount of \$28,469,263.00 (as amended, **"Note Two"**).

D. Repayment of the indebtedness evidenced by Note Two is secured by, among other things, a certain Trust Deed, Assignment of Rents, Security Agreement and Financing Statement dated February 1, 2021 and recorded on April 6, 2021 in the official records of Wasatch County, Utah as Entry #497532 on Page 254 of Book 1348 and given by Robbin Red encumbering Property One, which together with a certain Loan Agreement dated February 1, 2021 between Robbin Red and Lender and all other documents and instruments delivered with respect to Note Two, as amended, are hereinafter referred to as the **"Note Two Loan Documents"**.

E. Pelican Pink is indebted to SDP REIT as evidenced by a certain Secured Promissory Note dated March 25, 2021 in the original principal amount of \$1,665,000.00 (as amended, **"Note Three"**).

F. Repayment of the indebtedness evidenced by Note Three is secured by, among other things, a certain Trust Deed, Assignment of Rents, Security Agreement and Financing Statement dated March 25, 2021 and recorded on April 5, 2021 in the official records of Wasatch County, Utah as Entry #497407 on Page 1,367 of Book 1,347 and given by Pelican Pink encumbering certain real property described on **Exhibit B** hereto (**"Property Two"**), which together with a certain Loan Agreement dated March 25, 2021 between Pelican Pink and SDP REIT and all other documents and instruments delivered with respect to Note Three, as amended, are hereinafter referred to as the **"Note Three Loan Documents"**.

G. Pelican Pink is also indebted to Lender as evidenced by a certain Secured Promissory Note dated March 25, 2021 in the original principal amount of \$13,500,000.00 (but which was subsequently increased to \$20,648,919.00) (as amended, **"Note Four"**).

H. Repayment of the indebtedness evidenced by Note Four is secured by, among other things, a certain Trust Deed, Assignment of Rents, Security Agreement and Financing Statement dated March 25, 2021 and recorded on April 5, 2021 in the official records of Wasatch County, Utah as Entry #497407 on Page 1,343 of Book 1,347 and given by Pelican Pink encumbering Property Two, which together with a certain Loan Agreement dated March 25, 2021 between Pelican Pink and Lender and all other documents and instruments delivered with respect to Note Four, as amended, are hereinafter referred to as the **"Note Four Loan Documents"**.

I. Whale White is indebted to Lender as evidenced by a certain Secured Promissory Note dated March 25, 2021 in the original principal amount of \$25,149,071.00 (as amended, **"Note Five"**).

J. Repayment of the indebtedness evidenced by Note Five is secured by, among other things, a certain Trust Deed, Assignment of Rents, Security Agreement and Financing Statement dated March 25, 2021 and recorded on April 5, 2021 in the official records of Wasatch County, Utah as Entry #497337 on Page 997 of Book 1,347 and given by Whale White encumbering certain real property described on **Exhibit C** hereto (“**Property Three**”), which together with a certain Loan Agreement dated March 25, 2021 between Whale White and Lender and all other documents and instruments delivered with respect to Note Five, as amended, are hereinafter referred to as the “**Note Five Loan Documents**”.

K. Projek1 is indebted to Lender as evidenced by a certain Secured Promissory Note dated March 11, 2022 in the original principal amount of \$15,615,989.00 (as amended, “**Note Six**”).

L. Repayment of the indebtedness evidenced by Note Six is secured by, among other things, a certain Trust Deed, Assignment of Rents, Security Agreement and Financing Statement dated March 11, 2022 and recorded on March 15, 2022 in the official records of Utah County, Utah as Entry #32630:2022 and given by Projek1 encumbering certain real property described on **Exhibit D** hereto (“**Property Four**”), which together with a certain Loan Agreement dated March 11, 2022 between Projek1 and Lender and all other documents and instruments delivered with respect to Note Six, as amended, are hereinafter referred to as the “**Note Six Loan Documents**”.

M. Note One, Note Two, Note Three, Note Four, Note Five, and Note Six are hereinafter sometimes together referred to as the “**Notes**”.

N. Property One, Property Two, Property Three, and Property Four are hereinafter sometimes together referred to as the “**Properties**”.

O. The Note One Loan Documents, the Note Two Loan Documents, the Note Three Loan Documents, the Note Four Loan Documents, the Note Five Loan Documents, and the Note Six Loan Documents are hereinafter sometimes together referred to as the “**Loan Documents**”.

P. Effective on or around June 4, 2021, Borrower and Lender entered into that certain Cross Default/Cross Collateralization Agreement, which was recorded on June 30, 2021 in the official records of Wasatch County, Utah as Entry #503009 beginning on Page 675 of Book 1363 (the “**Original Cross Agreement**”).

Q. As a condition to Lender’s agreement to enter into a certain Global Amendment of even date herewith to amend the Note Four Loan Documents, the Note Five Loan Documents, and the Note Six Loan Documents, Borrower and Lender now desire to enter into this Agreement to amend and restate the Original Cross Agreement in its entirety.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower and Lender agree as follows:

1. Recitals; Definitions. The above recitals are true and correct and are incorporated herein. Capitalized terms used in this Agreement but not otherwise defined shall have the meanings ascribed thereto in the respective Loan Documents.

2. Cross-Default. Each of the Notes shall be deemed to be in default in the event of any uncured Event of Default made by Borrower in connection with any of the Notes or any of the Loan Documents. Each and every one of the Loan Documents shall be deemed to be in default in the event of any uncured default made by Borrower in connection with any of the Notes or any of the Loan Documents. All references in all documents hereinabove mentioned to "loans" or "indebtedness" or "amounts secured" shall be deemed to include, but not be limited to, the entire indebtedness described in each Note, as may be hereinafter modified, amended, increased or renewed together with all other indebtedness of every kind owing by Borrower to Lender, whether now existing or hereafter incurred, direct or indirect, and whether the indebtedness is from time to time reduced and thereafter increased or entirely extinguished and thereafter re-incurred, and including any sums advanced and any expenses incurred by Lender pursuant to the Loan Documents or any other note or evidence of indebtedness.

3. Cross Collateralization. All of the Properties and all collateral named in each and every one of the Loan Documents shall be collateral for all of the Notes and the proceeds received by Lender from such collateral whether by liquidation or otherwise shall be applied to such Notes and in such order as Lender may determine in Lender's sole discretion. Each Borrower hereby grants and reaffirms its prior grant in the Loan Documents against the collateral described in the various trust deeds listed in the Recitals and the other Loan Documents to secure all of the indebtedness and obligations evidenced by and related to the Loan Documents.

4. Amendments to Loan Documents. Borrower and Lender agree that, to the extent necessary to give full effect to the provisions of this Agreement, the Loan Documents are hereby amended to reflect and incorporate the cross-collateralization and cross-default of the loans described in this Agreement.

5. Ratification. Except as modified and amended hereby, the terms and conditions of the Notes and the Loan Documents and all other documents executed with respect thereto are hereby ratified and affirmed and shall remain in full force and effect. Specifically, the cross-collateralization provisions in this Agreement supplement, are supported by, and further memorialize the cross-collateralization and cross-default provisions in the Loan Documents and shall in no way limit such provisions in the Loan Documents.

6. Novation. It is the intent of the parties that this instrument shall not constitute a novation and shall in no way adversely affect the lien priority of the Loan Documents. In the event that this Agreement, or any part hereof, shall be construed by a court of competent jurisdiction as operating to affect the lien priority of the Loan Documents over claims which would otherwise be subordinate thereto then to the extent that this Agreement is so construed to create an additional charge or burden upon the collateral encumbered, and to the extent that third persons acquiring an interest in such property between the time of execution of the Loan Documents and the execution hereof, are prejudiced thereby, this Agreement or such portion hereof, as shall be so construed, shall constitute, as to that portion, a subordinate lien on the collateral, incorporating by reference

the terms of the Loan Documents and at such time the Loan Documents shall be enforced pursuant to the terms therein contained independent of this Agreement; *provided, however*, that notwithstanding the foregoing, the parties hereto, as between themselves, shall be bound by all terms and conditions hereof until all indebtedness owing from Borrower to Lender shall have been paid in full.

7. Warranties and Representations.

a. Reaffirmation. Borrower hereby affirms, warrants and represents that all of the warranties and representations made by Borrower in the Notes and Loan Documents described herein are true and correct as of the date hereof, that Borrower is not in default of any of the Loan Documents or Notes, nor is Borrower aware of any default with respect thereto.

b. No Claims. There is no claim, cause of action or set-off against Lender arising from any of the Loan Documents referred to in this Agreement, and Borrower hereby waives and releases Lender from any and all claims which may have arisen pursuant to the Loan Documents as of the date of this Agreement.

8. Transactional Taxes. In the event a documentary tax, stamp tax, intangible tax or other transactional assessments are made against any of the parties hereto, Borrower shall pay the full amount of such assessments before a warrant for the collection of the same is issued by the applicable tax authority. Borrower shall not contest or otherwise challenge the assessments except in connection with a request for a refund in accordance with the applicable regulations adopted by the applicable tax authority.

9. Recording. Lender and Borrower agree that Lender may, in its sole discretion, record an original of this Agreement in the real property records where each of the Properties is located. Furthermore, Borrower agrees to execute additional copies of this Agreement in the event Lender requires recordation of this Agreement in connection with additional real property collateral.

10. Miscellaneous.

a. Governing Law. This Agreement is to be governed by and construed in accordance with the laws of the State of Utah, without regard to its conflicts of law provisions.

b. Jurisdiction; Venue. With respect to any disputes arising out of or related to this Agreement and all other Loan Documents, the parties consent to the exclusive jurisdiction of, and exclusive venue in, the state or federal courts in Salt Lake County, State of Utah; provided that, any suit or action related to or involving any Property in any way shall be brought exclusively in the courts in the state and county in which the applicable Property is located (or in the event of exclusive federal jurisdiction, the federal courts in the state in which the applicable Property is located). Borrower further irrevocably consents to the service of process out of any of the aforementioned courts in any action or proceeding by the mailing of copies thereof by registered or certified mail, postage prepaid, to Borrower at its last known address. Borrower hereby irrevocably waives any objection that it may now or hereafter have to the laying of venue of any

of the aforesaid actions or proceedings arising out of or in connection with this Note or the other Loan Documents brought in the courts referred to above, and hereby further irrevocably waives and agrees not to plead or claim in any such court that any such action or proceeding brought in any such court has been brought in an inconvenient forum.

c. **Waiver of Jury Trial.** The parties expressly and irrevocably waive the right to a trial by jury in any and all actions or proceedings brought with respect to this Agreement and the Loan Documents and with respect to any claims arising out of or related to this Agreement or any Loan Document.

d. **Further Assurances.** From time to time, as and when requested by any party, each party shall execute and deliver, or cause to be executed and delivered, all such documents and instruments and shall take, or cause to be taken, all such further or other actions as such other party may reasonably deem necessary or desirable to consummate the transactions contemplated by this Agreement.

e. **Severability.** If one or more provisions of this Agreement are held to be unenforceable under applicable law, such provision shall be excluded from this Agreement and the balance of the Agreement shall be interpreted as if such provision were so excluded and shall be enforceable in accordance with its terms.

f. **Time is of the Essence.** Time is of the essence of this Agreement.

g. **Attorneys' Fees.** If any legal action including a demand letter, negotiation or any arbitration or other proceeding (including a proceeding in bankruptcy) is brought for the enforcement of this Agreement or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the successful or prevailing party shall be entitled to recover actual attorneys' fees, including, without limitation, any attorneys' fees incurred in any negotiation, alternative dispute resolution proceeding subsequently agreed to by the parties, if any, litigation, or bankruptcy proceeding or any appeals from any of such proceedings in addition to any other relief to which he may be entitled.

h. **Successors and Assigns.** This Agreement shall inure to the benefit of and be binding upon the parties hereto as well as their successors and assigns, heirs and personal representatives.

i. **Counterparts.** This Agreement may be executed in any number of counterparts, each such counterpart shall be deemed to be an original instrument, and all such counterparts together shall constitute but one agreement.

j. **Entire Agreement; Amendments.** This Agreement, together with the other Loan Documents, shall constitute the entire contract between the parties with respect to the subject matter covered herein and therein, and there are no other or further agreements outstanding not specifically mentioned herein, except that this Agreement may be amended, altered, supplemented or modified, but only by the written agreement of all the parties to this Agreement.

k. Restatement of Original Cross Agreement. Upon the execution of this Agreement, the Original Cross Agreement shall be amended and restated in its entirety and is hereby replaced for all purposes by this Agreement.

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IN WITNESS WHEREOF, the undersigned has signed and delivered this Agreement on the date above written.

ROBBIN RED:

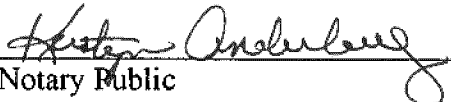
ROBBIN RED, LLC a Utah limited liability company

By: 
Ryan Poelman, Manager

STATE OF Utah)
 : ss.
COUNTY OF Utah)

On August 18, 2023, personally appeared before me Ryan Poelman, the Manager of ROBBIN RED, LLC, the signer of the above instrument, who duly acknowledged to me that he executed the same on behalf of such entity.




Notary Public

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the undersigned has signed and delivered this Agreement on the date above written.

PELICAN PINK:


PELICAN PINK, LLC, a Utah limited liability company

By:  _____
Ryan Postman Manager

STATE OF Utah)
: ss.
COUNTY OF Utah)

On August 18, 2023, personally appeared before me Ryan Postman, a manager of PELICAN PINK, LLC, the signer of the above instrument, who duly acknowledged to me that he executed the same on behalf of such entity.



 _____
Notary Public

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the undersigned has signed and delivered this Agreement on the date above written.

WHALE WHITE:

WHALE WHITE, LLC, a Utah limited liability company

By: 
Ryan Poelman, Manager

STATE OF Utah)
 : ss.
COUNTY OF Utah)

On August 18, 2023, personally appeared before me Ryan Poelman, a manager of WHALE WHITE, LLC, the signer of the above instrument, who duly acknowledged to me that he executed the same on behalf of such entity.




Notary Public

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the undersigned has signed and delivered this Agreement on the date above written.

PROJEK1:

PROJEK1, LLC, a Utah limited liability company

By: [Handwritten Signature]
Ryan Poelman, Manager

STATE OF Utah)
 : ss.
COUNTY OF Utah)

On August 18, 2023, personally appeared before me Ryan Poelman, a manager of PROJEK 1, LLC, the signer of the above instrument, who duly acknowledged to me that he executed the same on behalf of such entity.



[Handwritten Signature]
Notary Public

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the undersigned has signed and delivered this Agreement on the date above written.

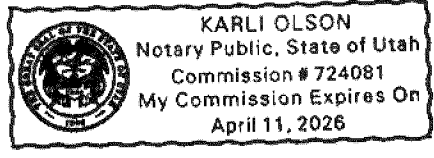
LENDER:

SDP REIT, LLC, a Delaware limited liability company

By: *[Signature]*
Name: ANDREW PETERSON
Title: AUTHORIZED SIGNATORY

STATE OF UTAH)
) : ss.
COUNTY OF GARFIELD)

The foregoing instrument was acknowledged before me this August 23, 2023, by Andrew Peterson, as Authorized Signatory of SDP REIT, LLC, a Delaware limited liability company, on behalf of such entity.



[Signature]
NOTARY PUBLIC

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the undersigned has signed and delivered this Agreement on the date above written.

LENDER:

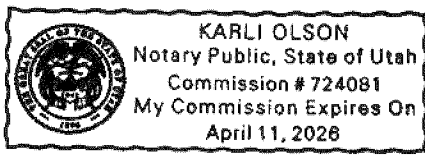
SDP FINANCIAL 2020, LP, a Delaware limited partnership

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

By: [Signature]
Name: ANDREW PETERSON
Title: AUTHORIZED SIGNATORY

STATE OF UTAH)
) : ss.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this August 13, 2023, by Andrew Peterson, as Authorized Sign of SDP FINANCIAL 2020, LP, a Delaware limited partnership, on behalf of such entity.



[Signature]
NOTARY PUBLIC

EXHIBIT A**PROPERTY ONE LEGAL DESCRIPTION (ROBBIN RED)**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN WASATCH COUNTY, UTAH AND IS DESCRIBED AS FOLLOWS:

Sawmill Phase 2B

BEGINNING SOUTH 00°15'51" EAST ALONG THE SECTION LINE 729.33 FEET AND WEST 900.32 FEET FROM THE WASATCH COUNTY SURVEY MONUMENT FOR THE EAST QUARTER CORNER OF SECTION 8, TOWNSHIP 4 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN, SAID POINT OF BEGINNING BEING COINCIDENT WITH THE WEST RIGHT-OF-WAY LINE OF SAWMILL BOULEVARD;

THENCE ALONG SAID WEST RIGHT-OF-WAY LINE S00°09'27"E 623.64 FEET TO THE NORTH BOUNDARY OF THE VIZION FAMILY LIMITED PARTNERSHIP PROPERTY; THENCE ALONG SAID NORTH BOUNDARY S89°42'13"W 431.78 FEET TO THE EAST BOUNDARY OF THE CH47 LLC PROPERTY; THENCE ALONG SAID EAST BOUNDARY N00°03'24"W 625.88 FEET TO THE SOUTH BOUNDARY OF SAWMILL SUBDIVISION PHASE 5; THENCE ALONG SAID SOUTH BOUNDARY EAST 430.68 FEET TO SAID WEST RIGHT-OF-WAY LINE AND THE POINT OF BEGINNING.

PARCEL CONTAINS 6.19 ACRES, OR 269,413 SQUARE FEET.

Sawmill Phase 5

BEGINNING AT A POINT LYING SOUTH 00°15'51" EAST ALONG THE SECTION LINE 729.33 FEET AND WEST 900.32 FEET FROM THE WASATCH COUNTY SURVEY MONUMENT FOR THE EAST QUARTER CORNER OF SECTION 8, TOWNSHIP 4 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN, SAID POINT BEING COINCIDENT WITH THE WESTERLY RIGHT-OF-WAY LINE OF SAWMILL BOULEVARD;

AND RUNNING THENCE WEST 430.68 FEET; THENCE N00°03'24"W 220.74 FEET; THENCE N00°01'03"E 572.16 FEET; THENCE EAST 223.69 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 312.00 FEET; THENCE 51.17 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 09°23'49", WITH A CHORD BEARING AND DISTANCE OF N85°18'05"E 51.11 FEET; THENCE N80°36'11"E 63.81 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 13.00 FEET; THENCE 23.03 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 101°30'18", WITH A CHORD BEARING AND DISTANCE OF N29°58'51"E 20.13 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF SAWMILL BOULEVARD AND THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 1,262.00 FEET AND TO WHICH POINT A RADIAL LINE BEARS S69°13'41"W; THENCE 454.05 FEET ALONG THE ARC OF SAID CURVE AND ALONG SAID WESTERLY RIGHT-OF-WAY LINE, THROUGH A CENTRAL ANGLE OF 20°36'52", WITH A CHORD BEARING AND DISTANCE OF S10°27'53"E 451.61 FEET; THENCE CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY LINE S00°09'27"E 380.85 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINS 7.630 ACRES, OR 332,369 SQUARE FEET.

Parcel No.'s 00-0020-8292, and 00-0021-1525

EXHIBIT B**PROPERTY TWO LEGAL DESCRIPTION (PELICAN PINK)**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN WASATCH COUNTY, UTAH AND IS DESCRIBED AS FOLLOWS:

All of Units 101, and 103 thru 106 in Building 1, contained in the Sawmill Condos Subdivision plat, in Phase 1A, a condominium project recorded in Wasatch County Corp recorder's office, as Entry No. 4631334 on August 22, 2019, and in the Declaration of Condominium for Sawmill Condominiums as recorded as Entry No. 467135, Book 1262, Page 23-83 on August 22, 2019,

Together with the appurtenant undivided interest in said project's Common area as established in projects said Declaration.

Building	Unit No.	Parcel ID
1	101	00-0021-4423
1	103	00-0021-4425
1	104	00-0021-4426
1	105	00-0021-4427
1	106	00-0021-4428

All of Units 301 thru 303, and 305 thru 310 in Building 3, contained in the Sawmill Condos Subdivision plat, in Phase 1A, a condominium project recorded in Wasatch County Corp recorder's office, as Entry No. 4631334 on August 22, 2019, and in the Declaration of Condominium for Sawmill Condominiums as recorded as Entry No. 467135, Book 1262, Page 23-83 on August 22, 2019,

Together with the appurtenant undivided interest in said project's Common area as established in projects said Declaration.

Building	Unit No.	Parcel ID
3	301	00-0021-5493
3	302	00-0021-5494
3	303	00-0021-5495
3	305	00-0021-5497
3	306	00-0021-5498
3	307	00-0021-5499
3	308	00-0021-5500
3	309	00-0021-5501
3	310	00-0021-5502

All of Units 401 thru 410 in Building 4, contained in the Sawmill Condos Subdivision plat, in Phase 1A, a condominium project recorded in Wasatch County Corp recorder's office, as Entry No. 4631334 on August 22, 2019, and in the Declaration of Condominium for Sawmill Condominiums as recorded as Entry No. 467135, Book 1262, Page 23-83 on August 22, 2019,

Together with the appurtenant undivided interest in said project's Common area as established in projects said Declaration.

Building	Unit No.	Parcel ID
4	401	00-0021-5503
4	402	00-0021-5504
4	403	00-0021-5505
4	404	00-0021-5506
4	405	00-0021-5507
4	406	00-0021-5508
4	407	00-0021-5509
4	408	00-0021-5510
4	409	00-0021-5511
4	410	00-0021-5512

All of Units 501 thru 510 in Building 5, contained in the Sawmill Condos Subdivision plat, in Phase 1A, a condominium project recorded in Wasatch County Corp recorder's office, as Entry No. 4631334 on August 22, 2019, and in the Declaration of Condominium for Sawmill Condominiums as recorded as Entry No. 467135, Book 1262, Page 23-83 on August 22, 2019,

Together with the appurtenant undivided interest in said project's Common area as established in projects said Declaration.

Building	Unit No.	Parcel ID
5	501	00-0021-5513
5	502	00-0021-5514
5	503	00-0021-5515
5	504	00-0021-5516
5	505	00-0021-5517
5	506	00-0021-5518
5	507	00-0021-5519
5	508	00-0021-5520
5	509	00-0021-5521
5	510	00-0021-5522

All of Units 601 thru 610 in Building 6, contained in the Sawmill Condos Subdivision plat, in Phase 1A, a condominium project recorded in Wasatch County Corp recorder's office, as Entry No. 4631334 on August 22, 2019, and in the Declaration of Condominium for Sawmill Condominiums as recorded as Entry No. 467135, Book 1262, Page 23-83 on August 22, 2019,

Together with the appurtenant undivided interest in said project's Common area as established in projects said Declaration.

Building	Unit No.	Parcel ID
6	601	00-0021-5523
6	602	00-0021-5524
6	603	00-0021-5525
6	604	00-0021-5526
6	605	00-0021-5527
6	606	00-0021-5528
6	607	00-0021-5529
6	608	00-0021-5530
6	609	00-0021-5531
6	610	00-0021-5532

All of Units 701 thru 710 in Building 7, contained in the Sawmill Condos Subdivision plat, in Phase 1A, a condominium project recorded in Wasatch County Corp recorder's office, as Entry No. 4631334 on August 22, 2019, and in the Declaration of Condominium for Sawmill Condominiums as recorded as Entry No. 467135, Book 1262, Page 23-83 on August 22, 2019,

Together with the appurtenant undivided interest in said project's Common area as established in projects said Declaration.

Building	Unit No.	Parcel ID
7	701	00-0021-5533
7	702	00-0021-5534
7	703	00-0021-5535
7	704	00-0021-5536
7	705	00-0021-5537
7	706	00-0021-5538
7	707	00-0021-5539
7	708	00-0021-5540
7	709	00-0021-5541
7	710	00-0021-5542

EXHIBIT C**PROPERTY THREE LEGAL DESCRIPTION (WHALE WHITE)**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN WASATCH COUNTY, UTAH AND IS DESCRIBED AS FOLLOWS:

Phase 2A

BEGINNING SOUTH 89°50'38" WEST 1981.99 FEET ALONG THE SECTION LINE AND SOUTH 969.49 FEET FROM THE WASATCH COUNTY SURVEY MONUMENT FOR THE NORTHEAST CORNER OF SECTION 8, TOWNSHIP 4 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN;
 THENCE EAST 213.47 FEET; THENCE N30°35'28"E 176.78 FEET; THENCE S85°12'42"E 386.65 FEET; THENCE S00°05'41"E 77.84 FEET; THENCE S70°45'27"E 240.01 FEET TO THE RIGHT-OF-WAY OF SAWMILL BOULDEVARD; THENCE ALONG THE RIGH-OF-WAY S00°09'27"E 293.92 FEET; THENCE S89°50'33"W 419.95 FEET; TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 129.00 FEET; AND TO WHICH POINT A RADIAL LINE BEARS S90°00'00"W THENCE 202.64 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'14", WITH A CHORD BEARING AND DISTANCE OF N45°00'07"W 182.44 FEET; THENCE S89°59'46"W 29.23 FEET; THENCE NORTH 70.00 FEET; THENCE WEST 337.67 FEET; THENCE N00°10'50"W 133.12 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINS 6.419 ACRES, OR 279,610 SQUARE FEET.

Phase 3

BEGINNING SOUTH 89°50'38" WEST 1065.71 FEET ALONG THE SECTION LINE AND SOUTH 1302.95 FEET FROM THE WASATCH COUNTY SURVEY MONUMENT FOR THE NORTHEAST CORNER OF SECTION 8, TOWNSHIP 4 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN;
 THENCE S00°09'27"E 282.16 FEET; TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 13.00 FEET; THENCE 20.11 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 88°38'13", WITH A CHORD BEARING AND DISTANCE OF S44°09'39"W 18.16 FEET; TO THE BEGINNING OF A REVERSE CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 181.77 FEET; AND TO WHICH POINT A RADIAL LINE BEARS S01°30'24"E THENCE 68.16 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 21°29'12", WITH A CHORD BEARING AND DISTANCE OF S77°45'00"W 67.77 FEET; THENCE S67°01'14"W 80.80 FEET; TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 118.00 FEET; THENCE 47.33 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 22°58'46", WITH A CHORD BEARING AND DISTANCE OF S78°30'37"W 47.01 FEET; THENCE WEST 208.39 FEET; TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 13.00 FEET; THENCE 20.42 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF

90°00'00", WITH A CHORD BEARING AND DISTANCE OF N45°00'00"W 18.38 FEET; THENCE N00°00'00"W 336.32 FEET; THENCE N89°50'33"E 419.95 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINS 3.237 ACRES, OR 140,990 SQUARE FEET.

Phase 6

BEGINNING AT A POINT LYING N00°24'01"W ALONG THE SECTION LINE 163.03 FEET AND WEST 1,005.49 FEET FROM THE WASATCH COUNTY SURVEY MONUMENT FOR THE EAST QUARTER CORNER OF SECTION 8, TOWNSHIP 4 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE;

TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 1,262.00 FEET AND TO WHICH POINT A RADIAL LINE BEARS S66°03'13"W; THENCE 69.92 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 03°10'29", WITH A CHORD BEARING AND DISTANCE OF S22°21'33"E 69.92 FEET; TO THE BEGINNING OF A COMPOUND CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 13.00 FEET THENCE 23.00 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 101°22'29", WITH A CHORD BEARING AND DISTANCE OF S29°54'56"W 20.12 FEET; THENCE S80°36'11"W 63.84 FEET; TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 312.00 FEET THENCE 51.17 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 09°23'49", WITH A CHORD BEARING AND DISTANCE OF S85°18'05"W 51.11 FEET; THENCE WEST 224.14 FEET; THENCE SOUTH 76.00 FEET; THENCE WEST 249.19 FEET; THENCE NORTH 76.00 FEET; TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 15.00 FEET AND TO WHICH POINT A RADIAL LINE BEARS NORTH; THENCE 23.56 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00", WITH A CHORD BEARING AND DISTANCE OF N45°00'00"E 21.21 FEET; THENCE N00°00'00"W 135.86 FEET; TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 13.00 FEET THENCE 20.42 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00", WITH A CHORD BEARING AND DISTANCE OF N45°00'00"W 18.38 FEET; THENCE N00°00'01"W 58.00 FEET; TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 13.00 FEET AND TO WHICH POINT A RADIAL LINE BEARS NORTH; THENCE 20.42 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00", WITH A CHORD BEARING AND DISTANCE OF N45°00'00"E 18.38 FEET; THENCE N00°00'00"W 404.00 FEET; TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 13.00 FEET THENCE 20.42 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00", WITH A CHORD BEARING AND DISTANCE OF N45°00'00"W 18.38 FEET; THENCE N00°00'01"W 58.00 FEET; TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 13.00 FEET AND TO WHICH POINT A RADIAL LINE BEARS NORTH; THENCE 20.42 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00", WITH A CHORD BEARING AND DISTANCE OF N45°00'00"E 18.38 FEET; THENCE N00°00'00"W 153.00 FEET; TO THE BEGINNING OF A

TANGENT CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 13.00 FEET THENCE 20.42 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00", WITH A CHORD BEARING AND DISTANCE OF N45°00'00"W 18.38 FEET; THENCE N00°00'01"W 64.00 FEET; TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 13.00 FEET AND TO WHICH POINT A RADIAL LINE BEARS NORTH; THENCE 20.42 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00", WITH A CHORD BEARING AND DISTANCE OF N45°00'00"E 18.38 FEET; THENCE S90°00'00"E 58.00 FEET; TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 13.00 FEET AND TO WHICH POINT A RADIAL LINE BEARS N90°00'00"E; THENCE 20.42 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00", WITH A CHORD BEARING AND DISTANCE OF S45°00'00"E 18.38 FEET; THENCE N90°00'00"E 208.39 FEET; TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 118.00 FEET THENCE 47.33 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 22°58'46", WITH A CHORD BEARING AND DISTANCE OF N78°30'37"E 47.01 FEET; THENCE N67°01'14"E 80.80 FEET; TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 182.00 FEET THENCE 68.16 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 21°27'32", WITH A CHORD BEARING AND DISTANCE OF N77°45'00"E 67.77 FEET; TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 13.00 FEET THENCE 20.11 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 88°38'13", WITH A CHORD BEARING AND DISTANCE OF N44°09'39"E 18.16 FEET; THENCE S00°09'27"E 571.33 FEET; TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 875.87 FEET THENCE 363.72 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 23°47'34", WITH A CHORD BEARING AND DISTANCE OF S12°03'07"E 361.11 FEET; TO THE POINT OF BEGINNING. PARCEL CONTAINS 11.540 ACRES, OR 502,695 SQUARE FEET.

Phase 8

BEGINNING SOUTH 89°50'38" WEST 1981.57 FEET ALONG THE SECTION LINE AND SOUTH 1,102.61 FEET FROM THE WASATCH COUNTY SURVEY MONUMENT FOR THE NORTHEAST CORNER OF SECTION 8, TOWNSHIP 4 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN; THENCE EAST 337.67 FEET; THENCE SOUTH 70.00 FEET; THENCE N89°59'46"E 29.23 FEET; TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 129.00 FEET; THENCE 202.64 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'14", WITH A CHORD BEARING AND DISTANCE OF S45°00'07"E 182.44 FEET; THENCE S00°00'00"E 336.32 FEET; THENCE S90°00'00"W 58.00 FEET; TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 13.00 FEET; AND TO WHICH POINT A RADIAL LINE BEARS N89°59'57"W THENCE 20.42 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 89°59'57", WITH A CHORD BEARING AND

EXHIBIT D**PROPERTY FOUR LEGAL DESCRIPTION (PROJEK1)**

THE LAND REFERRED TO HEREIN IS SITUATED IN UTAH COUNTY, UTAH, AND IS DESCRIBED AS FOLLOWS:

THE BASIS OF BEARING FOR THIS DESCRIPTION IS SOUTH 89°47'27" WEST FROM THE SOUTHEAST CORNER OF SECTION 34, TOWNSHIP 8 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN TO THE SOUTH QUARTER CORNER OF SAID SECTION 34.

BEGINNING AT A POINT ON THE SOUTH LINE OF SECTION 34, TOWNSHIP 8 SOUTH RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN, SAID POINT BEING SOUTH 89°47'27" WEST, ALONG THE SECTION LINE 93.12 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION 34 AND RUNNING THENCE SOUTH 89°47'27" WEST, ALONG THE SECTION LINE, 1469.76 FEET; THENCE NORTH 23°17'10" WEST 97.09 FEET TO THE SOUTHEASTERLY RIGHT OF WAY LINE OF ARROWHEAD TRAIL ROAD; THENCE NORTH 24°28'49" WEST 58.85 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF ARROWHEAD TRAIL ROAD; THENCE 116.99 FEET ALONG THE ARC OF A 263.00 FOOT RADIUS CURVE TO THE LEFT, (CHORD BEARS NORTH 12°33'45" EAST 116.03 FEET); THENCE NORTH 00°10'52" WEST 342.58 FEET; THENCE NORTH 660.07 FEET; THENCE EAST 54.06 FEET; THENCE 412.63 FEET ALONG THE ARC OF A 580.00 FOOT RADIUS CURVE TO THE RIGHT (CHORD BEARS SOUTH 69°30'51" EAST 403.98 FEET); THENCE NORTH 55°57'26" EAST 579.17 FEET; THENCE SOUTH 34°02'34" EAST 105.87 FEET; THENCE 88.23 FEET ALONG THE ARC OF A 54.00 FOOT RADIUS CURVE TO THE RIGHT (CHORD BEARS NORTH 86°52'37" EAST 78.74 FEET; THENCE NORTH 55°58'01" EAST 106.08 FEET; THENCE SOUTH 34°01'59" EAST 400.65 FEET; THENCE NORTH 78°08'16" EAST 140.62 FEET; THENCE SOUTH 00°34'23" EAST 591.54 FEET; THENCE SOUTH 00°15'55" EAST 517.44 FEET TO A POINT ON THE SOUTH LINE OF SECTION 34 AND THE POINT OF BEGINNING.

LESS AND EXCEPTING ANY PORTION IN ARROWHEAD TRAIL.

Tax Parcel No. 25:061:031, 25:061:0012

DISTANCE OF S45°00'01"W 18.38 FEET; THENCE WEST 423.18 FEET; THENCE N00°10'50"W 548.32 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINS 5.877 ACRES, OR 256,004 SQUARE FEET,

Phase 9

BEGINNING AT A POINT LYING S00°15'51"E ALONG THE SECTION LINE 3.61 FEET AND WEST 1,577.34 FEET FROM THE WASATCH COUNTY SURVEY MONUMENT FOR THE EAST QUARTER CORNER OF SECTION 8, TOWNSHIP 4 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN;
 THENCE S89°15'51"W 183.11 FEET; THENCE N88°09'35"W 235.01 FEET; THENCE N00°10'50"W 1,014.87 FEET; THENCE EAST 423.18 FEET; THENCE S00°00'01"E 64.00 FEET; TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 13.00 FEET; AND TO WHICH POINT A RADIAL LINE BEARS S00°00'01"E THENCE 20.42 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00", WITH A CHORD BEARING AND DISTANCE OF S45°00'01"E 18.38 FEET; THENCE S00°00'00"E 153.00 FEET; TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 13.00 FEET; THENCE 20.42 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00", WITH A CHORD BEARING AND DISTANCE OF S45°00'00"W 18.38 FEET; THENCE S00°00'01"E 58.00 FEET; TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 13.00 FEET; AND TO WHICH POINT A RADIAL LINE BEARS SOUTH THENCE 20.42 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00", WITH A CHORD BEARING AND DISTANCE OF S45°00'00"E 18.38 FEET; THENCE S00°00'00"E 404.00 FEET; TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 13.00 FEET; THENCE 20.42 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00", WITH A CHORD BEARING AND DISTANCE OF S45°00'00"W 18.38 FEET; THENCE S00°00'01"E 58.00 FEET; TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 13.00 FEET; AND TO WHICH POINT A RADIAL LINE BEARS SOUTH THENCE 20.42 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00", WITH A CHORD BEARING AND DISTANCE OF S45°00'00"E 18.38 FEET; THENCE S00°00'00"E 135.86 FEET; TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 15.00 FEET; THENCE 23.56 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00", WITH A CHORD BEARING AND DISTANCE OF S45°00'00"W 21.21 FEET; THENCE SOUTH 67.19 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINS 10.092 ACRES, OR 439,591 SQUARE FEET.