

PREPARED BY AND UPON RECORDATION RETURN TO:

Herrick, Feinstein LLP
2 Park Avenue
New York, New York 10016
Attention: Holly Gladstone, Esq.

**FIRST AMENDMENT TO DEED OF TRUST, ASSIGNMENT OF LEASES AND RENTS
AND SECURITY AGREEMENT**

This **FIRST AMENDMENT TO DEED OF TRUST, ASSIGNMENT OF LEASES AND RENTS AND SECURITY AGREEMENT** (this “Amendment”) is dated as of August 16, 2024, and made by the following parties who are each a “Trustor” and hereinafter collectively referred to as the “Trustors”: (a) BLX LOT 1A LLC (“BLX 1A”), (b) BLX LOT 2 LLC (“BLX 2”), (c) BLX LOT 3 LLC (“BLX 3”), (d) BLX LOT 5 LLC (“BLX 5”), (e) BLX LLC (“BLX 13”), (f) BLX LOT 14 LLC (“BLX 14”) and (g) BLX LOT 19 LLC (“BLX 19” and together with BLX 13 and BLX 14, collectively, the “Joinder Trustors”), each a Delaware limited liability company having an address at c/o Extell Development Company, 805 Third Avenue, 7th Floor, New York, New York 10022; MARLON L. BATES, a Utah attorney, as trustee (“Trustee”); and accepted and agreed to by CENTENNIAL BANK, having an office at 12 East 49th Street, 28th Floor, New York, New York 10017 (together with its successors and assigns, “Beneficiary”).

RECITALS:

A. BLX 1A, BLX 2, BLX 3, BLX 5, BLX 13, BLX 14 and BLX 19 each individually own certain fee title, surface rights, surface estates and, as to Initial Trustors (as hereinafter defined), easement rights in and to the Land described on Exhibit A-1, Exhibit A-2, Exhibit A-3, Exhibit A-4, Exhibit A-5, Exhibit A-6, Exhibit A-7 and Exhibit A-8, respectively, and fee title to the Improvements (as defined below);

B. Each of BLX 1A, BLX 2, BLX 3, BLX 5 (collectively, the “Initial Trustors”), BLX Lot 1A Asset Trust, a Delaware statutory trust (the “Lot 1A Asset Trust”), BLX Lot 2 Asset Trust, a Delaware statutory trust (the “Lot 2 Asset Trust”), BLX Lot 3 Asset Trust, a Delaware statutory trust (the “Lot 3 Asset Trust”), BLX Lot 5 Asset Trust, a Delaware statutory trust (the “Lot 5 Asset Trust” and together with the Lot 1A Asset Trust, the Lot 2 Asset Trust and the Lot 3 Asset Trust, collectively, the “Initial Asset Trusts” and together with the Initial Trustors, the “Initial Borrowers”), BLX Lot 1A Certificate Owner LLC, a Delaware limited

liability company (“Lot 1A Certificate Owner”), BLX Lot 2 Certificate Owner LLC, a Delaware limited liability company (“Lot 2 Certificate Owner”), BLX Lot 3 Certificate Owner LLC, a Delaware limited liability company (“Lot 3 Certificate Owner”), BLX Lot 5 Certificate Owner LLC, a Delaware limited liability company (“Lot 5 Certificate Owner” and together with Lot 1A Certificate Owner, Lot 2 Certificate Owner and Lot 3 Certificate Owner, collectively, the “Initial Certificate Owners”); the Initial Certificate Owners together with the Initial Borrowers, the “Initial Entity Obligors”) and Beneficiary entered into that certain Master Loan Agreement, dated as of February 14, 2023, as amended by (i) that certain Joinder Agreement and Omnibus Amendment to Loan Documents and Reaffirmation, dated as of July 28, 2023, by and among the Initial Entity Obligors, Gershon (a/k/a Gary) Barnett (the “Individual Guarantor” and together with the Initial Entity Obligors, the “Initial Borrower Parties”), BLX MWP-LON LLC, a Delaware limited liability company (the “Marina West Property Owner”), BLX MWP-LON ASSET TRUST, a Delaware statutory trust (the “Marina West Asset Trust” and together with the Marina West Property Owner, the “Marina West Borrowers”), BLX MWP-LON CERTIFICATE OWNER LLC, a Delaware limited liability company (the “Marina West Certificate Owner” and together with the Marina West Borrowers, the “Marina West Entity Obligors”) and Beneficiary, (ii) that certain Confirmation (MWP-LON Parcels) dated as of July 28, 2023, by and among the Initial Borrowers, the Marina West Borrowers and Beneficiary, and (iii) that certain Letter Agreement regarding Lot 25 Release, dated as of August 24, 2023, by and among the Initial Borrower Parties and Beneficiary (as so amended, and as the same may be further amended, amended and restated, supplemented or otherwise modified from time to time, including pursuant to the Omnibus Amendment (as defined below), the “Loan Agreement”), pursuant to which Beneficiary has agreed to make loans (the “Loans”) in the maximum principal amount of One Hundred Twenty Five Million and 00/100 Dollars (\$125,000,000.00) to the Initial Borrower and the Marina West Borrowers, which Loans are evidenced by that certain Promissory Note dated February 14, 2023 and made by Initial Borrowers (and the Marina West Borrowers, by joinder) to the order of Beneficiary in the maximum principal amount of the Loans (as the same may be amended, modified, restated, severed, consolidated, renewed, replaced, or supplemented from time to time, the “Note”) and secured by, among other things, (1) that certain Deed of Trust, Assignment of Leases and Rents and Security Agreement, dated as of February 14, 2023, by Initial Trustors to Trustee in favor of Lender, and recorded on February 14, 2023 in the official records of Wasatch County as Document Number 529578 (Book 1434, Pages 1037-1072), as modified by that certain Partial Reconveyance of Trust Deed, dated as of August 24, 2023, made by Trustee and recorded on August 24, 2023, in the official Records of Wasatch County as Document Number 535942 (Book 1451, Pages 616-618) (as modified prior to the date hereof, the “Initial Deed of Trust”) and (2) that certain Deed of Trust, Assignment of Leases and Rents and Security Agreement, dated as of July 28, 2023, by Marina West Property Owner to Trustee in favor of Beneficiary and recorded on July 28, 2023 in the official records of Wasatch County as Document Number 535036 (Book 1449, Pages 148-177), as modified by that certain Partial Reconveyance of Trust Deed, dated as of September 26, 2023, made by Trustee and recorded on September 26, 2023, in the official Records of Wasatch County as Document Number 537071 (Book 1454, Pages 890-892) (as modified prior to the date hereof and as the same may be further modified from time to time, the “Marina West Deed of Trust”);

C. On the date hereof, the Initial Borrower Parties, the Marina West Entity Obligors, the Joinder Trustors, BLX Lot 13 Asset Trust, a Delaware statutory trust (“Lot 13 Asset Trust”),

BLX Lot 14 Asset Trust, a Delaware statutory trust ("Lot 14 Asset Trust") and BLX Lot 19 Asset Trust, a Delaware statutory trust ("Lot 19 Asset Trust" and together with Lot 13 Asset Trust and Lot 14 Asset Trust, the "Joinder Asset Trusts"; the Joinder Asset Trusts together with the Joinder Trustors, collectively, the "Joinder Borrowers"), BLX Lot 13 Certificate Owner LLC, a Delaware limited liability company ("Lot 13 Certificate Owner"), BLX Lot 14 Certificate Owner LLC, a Delaware limited liability company ("Lot 14 Certificate Owner") and BLX Lot 19 Certificate Owner LLC, a Delaware limited liability company ("Lot 19 Certificate Owner" and together with Lot 13 Certificate Owner and Lot 14 Certificate Owner, the "Joinder Certificate Owners"; the Joinder Certificate Owners, together with the Joinder Borrowers, collectively, the "Joinder Entity Obligors"), and Beneficiary are entering into that certain Joinder Agreement and Omnibus Amendment to Loan Documents and Reaffirmation (the "Omnibus Amendment" and together with all Loan Documents to be executed in connection therewith, collectively, the "Modification Documents"), pursuant to which, among other things, (i) the maximum commitment amount will be reduced to \$111,522,532.00, (ii) Lot 26 and Lot 27 will be reconveyed by Trustee to the applicable Trustor(s) immediately prior to the recording of this Amendment, (iii) the Joinder Borrowers will be joined to the Loan Agreement as Borrowers and the Joinder Certificate Owners will be joined to the Loan Agreement as SPE Guarantors, (iv) the Joinder Entity Obligors will grant to the Beneficiary a first priority Lien on all of their respective assets, (v) each Joinder Certificate Owner will pledge to the Beneficiary its equity interests in the Joinder Asset Trusts, (vi) each Joinder Asset Trust will pledge to the Beneficiary its equity interests in the Joinder Property Owners, and (vii) each Joinder Property Owner will enter into this Amendment in favor of Trustee for the benefit of Beneficiary in order to encumber the Real Property owned by such Joinder Property Owner as security for the Debt (items (ii) through (vii), collectively, the "Collateral Substitution" and items (i) through (vii), collectively, the "Modification" and all documents to be executed in connection with the Modification, including, without limitation, the Omnibus Amendment and this Amendment, collectively, the "Modification Documents");

D. Trustors and Beneficiary desire to amend the Initial Deed of Trust to reflect the Modification, including without limitation the release of Lot 26 and Lot 27 and the addition of the land and improvements owned by the Joinder Property Owners; and

E. Beneficiary is unwilling to enter into the Modification and execute the Modification Documents unless Trustors execute and deliver this Amendment to Beneficiary.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Trustors and Beneficiary, intending to be legally bound, hereby agree as follows:

1. **Accuracy of Recitals.** Trustors hereby acknowledge the accuracy of the foregoing Recitals which are incorporated herein by this reference.
2. **Capitalized Terms.** All capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Initial Deed of Trust. All capitalized terms in the

Initial Deed of Trust which are amended pursuant to this Amendment or the Modification shall have the meanings ascribed to such term in this Amendment or the Modification, as applicable.

3. Amendments to Deed of Trust and Spreader Agreement.

a. All references to "Trustor(s)" in the Initial Deed of Trust shall, from and after the date of this Amendment, mean Trustor(s) as defined herein (i.e., including the Joinder Trustors).

b. The defined term "Land" in the Initial Deed of Trust is hereby deleted in its entirety and the following is inserted in lieu thereof:

"Land" means fee simple estates, surface rights, surface estates, and easement rights as more particularly described on Exhibit A-1, Exhibit A-2, Exhibit A-3, Exhibit A-4, Exhibit A-5, Exhibit A-6, Exhibit A-7 and Exhibit A-8 attached hereto and made a part hereof."

c. (i) Each of Exhibit A-1, Exhibit A-2, Exhibit A-3, Exhibit A-4 and Exhibit A-5 to the Initial Deed of Trust is hereby deleted in its entirety and is replaced by Exhibit A-1, Exhibit A-2, Exhibit A-3, Exhibit A-4 and Exhibit A-5 attached hereto, and (ii) each of Exhibit A-6, Exhibit A-7 and Exhibit A-8 (collectively, the "Joinder Land") are hereby added as exhibits to the Initial Deed of Trust as new exhibits.

d. The phrase "One Hundred Twenty-Five Million Dollars (\$125,000,000.00)" in the Granting Clause of the Initial Deed of Trust is hereby deleted in its entirety and replaced with the following phrase: "One Hundred Eleven Million Five Hundred Twenty-Two Thousand Five Hundred Thirty-Two and 00/100 Dollars (\$111,522,532.00)"

e. Section 1.1(a)(i) of the Initial Deed of Trust is hereby deleted in its entirety and the following is inserted in lieu thereof:

"(i) Each Trustor represents and warrants that it has and will continue to hold title to an indefeasible fee estate, surface rights, surface estates and, as to Initial Trustors only, easement rights in the Land, as the case may be, more particularly described on Exhibit A-1, Exhibit A-2, Exhibit A-3, Exhibit A-4, Exhibit A-5, Exhibit A-6 Exhibit A-7 and Exhibit A-8, as applicable, and a fee estate in the Improvements located thereon, subject to no lien, charge or encumbrance, except the Permitted Liens applicable to the Land and Improvements owned by such Trustor."

f. The phrase "One Hundred Twenty-Five Million Dollars (\$125,000,000.00)" in Section 3.11(a) of the Initial Deed of Trust is hereby deleted in its entirety and replaced with the following phrase: "One Hundred Eleven Million Five Hundred Twenty-Two Thousand Five Hundred Thirty-Two and 00/100 Dollars (\$111,522,532.00)".

g. Each Joinder Trustor hereby grants, conveys, assigns, and transfers unto Trustee, in trust for the benefit of Beneficiary, with power of sale and right of entry and possession, all of its respective estate, right, title and interest now owned or hereafter acquired, in, to and under the Joinder Land, as applicable, and the other Mortgaged Property related

thereto. The Deed of Trust and the lien thereof is hereby spread to cover the Joinder Land and those parts of the Mortgaged Property not already covered by the lien of the Deed of Trust, so that the lien thereof covers the entire Mortgaged Property, including the Joinder Land. It is understood that each Joinder Trustor has made the foregoing grant with respect to the real and personal property owned by it.

h. The term Deed of Trust shall mean the Initial Deed of Trust, as modified hereby and as the same may be further modified, amended, restated or supplemented from time to time.

4. **Further Assurances.** Trustors shall, at their sole cost and expense, and without expense to Beneficiary, do, execute, acknowledge and deliver all and every such further acts, deeds, conveyances, deed of trusts, assignments, notices of assignment, transfers and assurances as Beneficiary shall from time to time reasonably require and in forms reasonably acceptable to Beneficiary, for carrying out the intention or facilitating the performance of the terms of this Amendment, or for filing, registering or recording this Amendment and, on demand, (if applicable) shall execute and deliver, and hereby authorizes Beneficiary to execute (if applicable) and file in the name of any Trustor to the extent it may lawfully do so, one or more financing statements, chattel mortgage or comparable security instruments to evidence more effectively the lien hereof upon the Mortgaged Property or any part thereof.

5. **Not a Novation.** The parties each agree and acknowledge that the modifications set forth herein are not intended to be a novation or to constitute or evidence a new loan, but rather a continuing of the existing Loans and the lien and charge of the Initial Deed of Trust against the Mortgaged Property and all assets and properties described in the Initial Deed of Trust shall continue unabrogated and in full force and effect.

6. **Ratification of Deed of Trust.** As amended by this Amendment, the Initial Deed of Trust is ratified and confirmed and continues in full force and effect and contains the entire understanding and agreement of the parties in respect of the Deed of Trust and supersedes all prior representations, warranties, agreements and understandings. No provision of this Amendment may be changed, discharged, supplemented, terminated or waived except in a writing signed by Beneficiary. Without limiting the generality of the foregoing, the amendments contained herein will not be construed as an amendment to or waiver of any other provision of the Initial Deed of Trust or of any of the Loan Documents or as a waiver of or consent to any further or future action on the part of either party that would require the waiver or consent of the other party.

7. **Miscellaneous.** All of the terms and conditions of the Initial Deed of Trust are incorporated herein by reference, including all representations and warranties of the Initial Deed of Trust, which are remade as of the date hereof. This Amendment may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument. Signature pages may be detached from the counterparts and attached to a single copy of this Amendment to physically form one document. This Amendment shall be governed by and construed in accordance with the laws of the State of Utah, without giving effect to principles of conflicts of law. The Initial Deed of Trust as

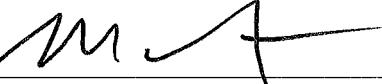
modified herein shall be binding upon and inure to the benefit of Trustors and Beneficiary and their respective successors and assigns.

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IN WITNESS WHEREOF, this First Amendment to Deed of Trust, Assignment of Leases and Rents and Security Agreement has been duly executed by Trustors on the date first above written.

TRUSTOR:

BLX LOT 1A LLC

By: 
Name: Marc Kwestel
Title: Vice President

COUNTY OF NEW YORK

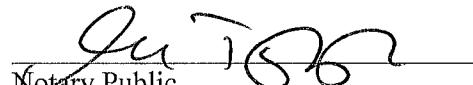
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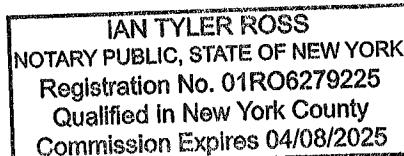
) ss.:

STATE OF NEW YORK

)

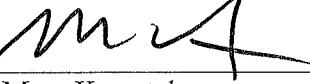
On the 14th day of July in the year 2024 before me, the undersigned, a notary public in and for said state, personally appeared Marc Kwestel, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.


Notary Public



TRUSTOR:

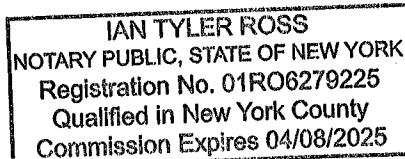
BLX LOT 2 LLC

By: 
Name: Marc Kwestel
Title: Vice President

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

On the 18th day of July in the year 2024 before me, the undersigned, a notary public in and for said state, personally appeared Marc Kwestel, 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 executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

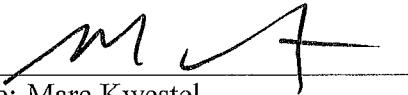

Notary Public



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Substitution – July 2024]

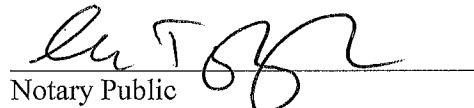
TRUSTOR:

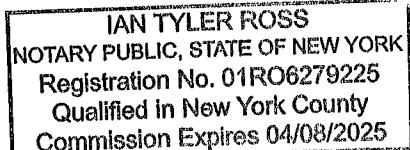
BLX LOT 3 LLC

By: 
Name: Marc Kwestel
Title: Vice President

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

On the 14th day of July in the year 2024 before me, the undersigned, a notary public in and for said state, personally appeared Marc Kwestel, 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 executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.


Notary Public



[Signature Page to First Amendment to Deed of Trust – Mayflower RLOC Collateral
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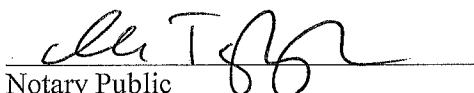
TRUSTOR:

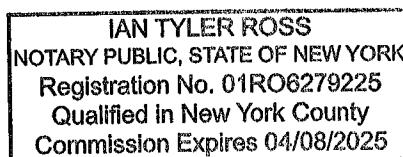
BLX LOT 5 LLC

By: 
Name: Marc Kwestel
Title: Vice President

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

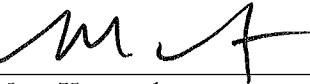
On the 14th day of July in the year 2024 before me, the undersigned, a notary public in and for said state, personally appeared Marc Kwestel, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.


Notary Public



TRUSTOR:

BLX LLC

By: 
Name: Marc Kwestel
Title: Vice President

COUNTY OF NEW YORK

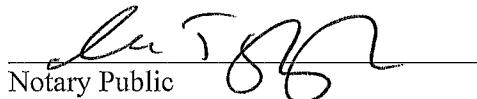
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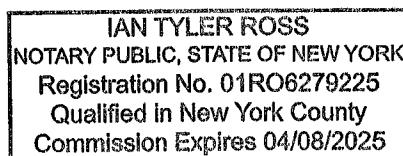
) ss.:

STATE OF NEW YORK

)

On the 18th day of July in the year 2024 before me, the undersigned, a notary public in and for said state, personally appeared Marc Kwestel, 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 executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

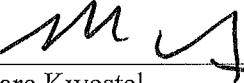

Notary Public



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TRUSTOR:

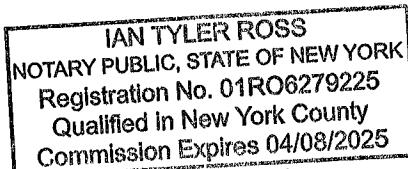
BLX LOT 14 LLC

By: 
Name: Marc Kwestel
Title: Vice President

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

On the 16 day of July in the year 2024 before me, the undersigned, a notary public in and for said state, personally appeared Marc Kwestel, 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 executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.


Notary Public



[Signature Page to First Amendment to Deed of Trust – Mayflower RLOC Collateral
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TRUSTOR:

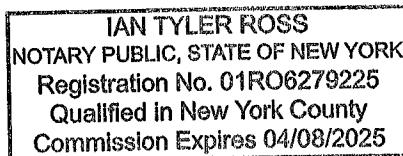
BLX LOT 19 LLC

By: M K
Name: Marc Kwestel
Title: Vice President

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

On the 10 day of July in the year 2024 before me, the undersigned, a notary public in and for said state, personally appeared Mark Kwestel, 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 executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

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Notary Public



[Signature Page to First Amendment to Deed of Trust – Mayflower RLOC Collateral
Substitution – July 2024]

ACKNOWLEDGED AND AGREED:

BENEFICIARY:

CENTENNIAL BANK

By: 

Name: Sanjay Ramakrishna

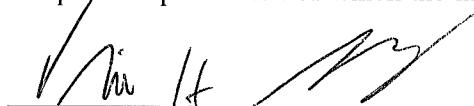
Title: Director – Portfolio Manager

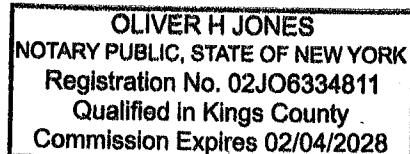
COUNTY OF NEW YORK

STATE OF New York

)
) ss.:
)

On the 24 day of July in the year 2024 before me, the undersigned, a notary public in and for said state, personally appeared Sanjay 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 executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.


Notary Public



[Signature Page to First Amendment to Deed of Trust – Mayflower RLOC Collateral
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Exhibit A-1

Legal Description – BLX 1 LLC

Wasatch County Tax Serial Number: 0IX-L001-A-0-025-024

All of Lot 1A, 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.

Exhibit A-2

Legal Description – BLX 2 LLC

Wasatch County Tax Serial Number: 0IX-L002-0-025-024

All of Lot 2, MIDA Master Development Plat, 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.

Exhibit A-3

Legal Description – BLX 3 LLC

Wasatch County Tax Serial Number: 0IG-3A24-0-025-024.

All of Lot 24, MIDA Lot 3A Subdivision Subdividing Lot 3A of the MIDA Master Development Plat Amended 2022, according to the official plat thereof, recorded May 26, 2023 as Entry No. 532857 in Book 1442 at Page 1527 of the official records in the office of the Wasatch County Recorder.

Exhibit A-4**Legal Description – BLX 5 LLC**

Wasatch County Tax Serial Number: 0IX-L05A-A-025-024

All of Lot 5A, MIDA Master Development Plat Amended 2022, according to the official plat thereof recorded in the office of the Wasatch County Recorder on July 27, 2022 as Entry No. 522596 in Book 1417 at Page 852, less and excepting that portion of Lot 5A conveyed to BLX Lot 3 LLC pursuant to that certain Boundary Line Adjustment and Quitclaim Agreement recorded in the office of the Wasatch County Recorder on May 24, 2024 as Entry No. 545767.

The resultant parcel is further described as:

A parcel of land located in the north half of Section 25, Township 2 South, Range 4 East, Salt Lake Base and Meridian, Wasatch County, State of Utah and said parcel being more particularly described as follows: BEGINNING AT A POINT that is South 26°11'47" East 1010.68 feet and South 63°48'13" West 361.65 feet from the North Quarter of Section 25, Township 2 South, Range 4 East, Salt lake Base and Meridian, and said point also being on the southerly right-of-way of Glencoe Mountain Way (Basis of Bearing for the herein described parcel being South 26°11'47" East 5917.16 feet from the North Quarter Corner of Section 25, to the Southeast Corner of Section 25, the 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); and running thence South 00°23'59" East 61.63 feet to a point on a non tangent curve to the left having a radius of 151.65 feet, of which the radius point bears North 89°34'47" East; thence along the arc of said curve 40.14 feet through a central angle of 15°09'55"; thence South 20°37'18" West 118.83 feet to the boundary of Lot 5A as shown on the MIDA MASTER DEVELOPMENT PLAT AMENDED 2022, recorded as Entry No. 522596 on file and of record in the Wasatch County Recorder's Office; thence coincident with said boundary the following six (6) courses: 1) North 66°53'05" West 70.16 feet; thence 2) South 88°29'56" West 132.44 feet; thence 3) North 79°23'36" West 482.84 feet; thence 4) North 56°26'46" West 172.52 feet; thence 5) North 33°33'14" East 248.64 feet; thence 6) South 56°26'46" East 121.45 feet to a point on a non tangent curve to the left having a radius of 48.50 feet, of which the radius point bears South 56°26'46" East and said point also being on the Glencoe Mountain Way right-of-way; thence coincident with said right-of-way and said Lot 5A boundary the following nine (9) courses: 1) along the arc of said curve 181.10 feet through a central angle of 213°56'23" to a point on a reverse curve to the right having a radius of 25.50 feet, of which the radius point bears North 89°36'51" East; thence 2) along the arc of said curve 38.30 feet through a central angle of 86°03'42" to a point on a compound curve to the right having a radius of 182.56 feet, of which the radius point bears South 04°19'27" East; thence 3) along the arc of said curve 16.18 feet through a central angle of 05°04'46"; thence 4) South 89°14'41" East 104.18 feet to a point on a curve to the right having a radius of 232.50 feet, of which the radius point bears South 00°45'19" West; thence 5) along the arc of said curve 31.98 feet through a central angle of 07°52'56"; thence 6) South 81°21'45" East 124.80 feet to a point on a

curve to the right having a radius of 1002.88 feet, of which the radius point bears South 08°38'15" West; thence 7) along the arc of said curve 77.57 feet through a central angle of 04°25'54" to a point on a compound curve to the right having a radius of 96.00 feet, of which the radius point bears South 13°04'09" West; thence 8) along the arc of said curve 87.47 feet through a central angle of 52°12'26" to a point on a reverse curve to the left having a radius of 78.50 feet, of which the radius point bears North 65°16'35" East; thence 9) along the arc of said curve 100.93 feet through a central angle of 73°39'59" to the POINT OF BEGINNING.

Parcel contains 208,817 square feet or 4.79 acres, more or less.

Exhibit A-5

Access Easement Legal Description

A non-exclusive right-of-way and easement for vehicular and pedestrian ingress and egress over Mayflower Village Drive, Glenco Mountain Way, Galena Ridge Way and Ski Beach Way as shown on the plat of Mayflower Village Roads Phase 1 recorded May 28, 2020 as Entry No. 478579 in Book 1294 at Page 1379 of the official records, as created by that certain Declaration of Access Easements recorded February 14, 2023 as Entry No. 529564 in Book 1434 at Pages 960-965 of the official records in the office of the Wasatch County Recorder.

Exhibit A-6

Legal Description – BLX LLC

Wasatch County Tax Serial Number: 0IX-L013-A-024-024.

All of Amended Lot 13, MIDA Master Development Plat Amended 2024, according to the official plat thereof, recorded July 29, 2024 as Entry No. 548051 in Book 1482 at Page 1040 of the official records in the office of the Wasatch County Recorder.

Exhibit A-7

Legal Description – BLX 14 LLC

Parcel 1

Wasatch County Tax Serial Number: 0IX-L14A-A-025-024

All of Lot 14A, MIDA Master Development Plat Amended 2022, according to the official plat thereof, recorded July 27, 2022 as Entry No. 522596 in Book 1417 at Page 852 of the official records in the office of the Wasatch County Recorder.

Parcel 2

Wasatch County Tax Serial Number: MMP-14B1-0-025-024

All of Lot 14B1, MIDA Master Mountain Plat, according to the official plat thereof, recorded June 9, 2023 as Entry No. 533309 in Book 1444 at Page 142 of the official records in the office of the Wasatch County Recorder.

Parcel 3

Wasatch County Tax Serial Number: MMP-14B2-0-025-024

All of Lot 14B2, MIDA Master Mountain Plat, according to the official plat thereof, recorded June 9, 2023 as Entry No. 533309 in Book 1444 at Page 142 of the official records in the office of the Wasatch County Recorder.

Exhibit A-8

Legal Description – BLX 19 LLC

Wasatch County Tax Serial Number: 01X-L19A-A-031-025

All of Lot 19A, MIDA Master Development Plat Amended 2022, according to the official plat thereof, recorded July 27, 2022 as Entry No. 522596 in Book 1417 at Page 852 of the official records in the office of the Wasatch County Recorder.