

When Recorded, Return To:

Jaffa Lynch Investor Group
4490 Forestdale Drive
Park City, Utah 84098
Attn: Scott Jaffa

APN: 00-0021-2621

**FIRST AMENDMENT TO PARTIAL ASSIGNMENT AND ASSUMPTION OF DEVELOPER
RIGHTS UNDER THE DEVELOPMENT AGREEMENT FOR
THE UPPER JORDANELLE MASTER PLANNED COMMUNITY**

This FIRST AMENDMENT TO PARTIAL ASSIGNMENT AND ASSUMPTION OF DEVELOPER RIGHTS UNDER THE DEVELOPMENT AGREEMENT FOR THE UPPER JORDANELLE MASTER PLANNED COMMUNITY (this "*Amendment*") is entered into as of Oct. 14, 2024 (the "*Effective Date*"), between **JORDANELLE REF ACQUISITION LLC**, a Delaware limited liability company ("*Assignor*"), and **JAFFA LYNCH INVESTOR GROUP LLC**, a Utah limited liability company ("*Assignee*").

RECITALS

A. Assignor and Assignee entered into that certain Partial Assignment and Assumption of Developer Rights Under the Development Agreement for the Upper Jordanelle Master Planned Community dated June 5, 2024, and recorded as Entry No. 546185 in Book 1477, page 1675 in the Office of the Wasatch County Recorder, State of Utah ("*Assignment*"), pursuant to which Assignor assigned to Assignee certain rights of a Developer and Property Owner under the MDA with respect to the Property. Capitalized terms not otherwise defined herein shall have the meaning ascribed to such terms in the Assignment.

B. Subsequent to the recording of the Assignment, Assignee has acquired additional real property from Assignor more particularly described in Exhibit "A" attached hereto ("*Additional Property*"), pursuant to that certain Property Purchase, Sale, and Exchange Agreement dated March 15, 2024, as the same may be amended from time to time, and a special warranty deed from Assignor to Assignee recorded concurrently herewith.

C. Assignor and Assignee desire to include the Additional Property as part of the Property and the rights assigned to and obligations assumed by Assignee to apply to the Additional Property.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee hereby agree to amend the Assignment as follows:

AGREEMENT

1. Property. In addition to the Property currently subject to the Assignment, the Property shall include the Additional Property.

2. Ratification. Except as modified by or where inconsistent with this Amendment, the Assignment is hereby ratified and confirmed. Where inconsistent, the terms of this Amendment shall supersede and take precedence over the Assignment. Capitalized terms used herein, but not otherwise

defined, shall have the meanings attributed to such terms in the Assignment. The Assignment, as amended hereby, shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns.

3. Counterparts. This Amendment may be executed in counterparts, the signature pages of which may be combined in order to create a single document.

[Signatures and Acknowledgements on the Following Pages]

ASSIGNEE:

JAFFA LYNCH INVESTOR GROUP LLC,
a Utah limited liability company

By: *Michael Lynch*
Name: MICHAEL LYNCH
Its: MANAGER

By: *[Signature]*
Name: SCOTT JAFFA
Its: MANAGER

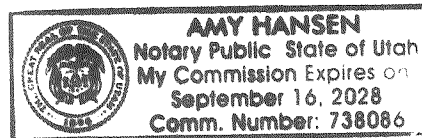
STATE OF Utah)
COUNTY OF Wasatch : ss.

On this 25 day of July, 2024, before me personally appeared Michael Lynch, the Manager of Jaffa Lynch Investor Group LLC., a Utah limited liability company, who executed the foregoing instrument for and on behalf thereof, and Scott Jaffa, the manager of Jaffa Lynch Investor Group LLC., a Utah limited liability company, who executed the foregoing instrument for and on behalf thereof.

[Signature]
Notary Public

My Commission Expires:

9/16/28



Comm No. 738086

EXHIBIT AADDITIONAL PROPERTY**Parcel 2A**

A parcel of land situate in the Southwest Quarter of Section 20 and Northwest Quarter of Section 29, Township 3 South, Range 5 East, Salt Lake Base and Meridian, being more particularly described as follows:

Beginning at a point on the Westerly Right-of-Way line of the Wasatch Canal Easement, said point being South 00°41'38" East 16.25 feet along the quarter section line and West 443.79 feet from the South Quarter Corner of Section 20, Township 3 South, Range 5 East, Salt Lake Base and Meridian; and running

thence South 61°06'03" West 176.92 feet;

thence North 14°15'44" West 794.25 feet;

thence South 89°59'23" East 65.27 feet to the Westerly line of the Wasatch Canal;

thence along said Westerly line the following fifteen (15) courses:

- (1) Southeasterly 67.85 feet along the arc of a 180.84 foot radius curve to the left (center bears North 35°51'04" East and the chord bears South 64°53'49" East 67.45 feet with a central angle of 21°29'46");
- (2) South 75°38'42" East 30.73 feet;
- (3) Southeasterly 39.57 feet along the arc of a 35.00 foot radius curve to the right (center bears South 14°21'18" West and the chord bears South 43°15'15" East 37.50 feet with a central angle of 64°46'55");
- (4) South 10°51'48" East 42.30 feet;
- (5) Southeasterly 126.59 feet along the arc of a 131.32 foot radius curve to the left (center bears North 79°08'12" East and the chord bears South 38°28'46" East 121.74 feet with a central angle of 55°13'57");
- (6) South 66°05'45" East 60.87 feet;
- (7) Southeasterly 6.83 feet along the arc of a 4.71 foot radius curve to the right (center bears South 23°54'15" West and the chord bears South 24°32'49" East 6.25 feet with a central angle of 83°05'50");
- (8) South 23°01'14" West 44.46 feet;
- (9) Southwesterly 108.51 feet along the arc of a 151.95 foot radius curve to the left (center bears South 62°52'46" East and the chord bears South 06°39'44" West 106.22 feet with a central angle of 40°55'00");
- (10) South 13°47'46" East 50.94 feet;
- (11) Southeasterly 55.24 feet along the arc of a 176.31 foot radius curve to the right (center bears South 76°12'14" West and the chord bears South 04°49'12" East 55.02 feet with a central angle of 17°57'07");
- (12) South 04°09'22" West 96.14 feet;
- (13) Southeasterly 48.62 feet along the arc of a 85.00 foot radius curve to the left (center bears South 85°50'38" East and the chord bears South 12°13'47" East 47.96 feet with a central angle of 32°46'18");
- (14) South 28°36'56" East 35.39 feet;
- (15) Southeasterly 34.94 feet along the arc of a 186.74 foot radius curve to the left (center bears North 61°23'04" East and the chord bears South 33°58'33" East 34.89 feet with a central angle of 10°43'15") to the point of beginning.

Contains 133,222 Square Feet or 3.058 Acres