

ACCOMMODATION RECORDING ONLY.  
COTTONWOOD TITLE INSURANCE AGENCY,  
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CONDITION OF TITLE, NOR DOES IT ASSUME  
ANY RESPONSIBILITY FOR VALIDITY,  
SUFFICIENCY OR EFFECTS OF DOCUMENT.

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

Holland & Hart LLP  
Attn: Brad Flynt  
P.O. Box 68  
Jackson, Wyoming 83001

Tax ID # 00-0020-7784

**PARTIAL ASSIGNMENT AND ASSUMPTION AGREEMENT**  
(Development Agreement – Phase 4 Benloch Ranch)

This Partial Assignment and Assumption Agreement (this “**Assignment**”) is effective as of June 25, 2021 (the “**Effective Date**”), by and between AJ FIRESIDE PARK CITY LLC, a Delaware limited liability company (“**Assignor**”), and CACHE PRIVATE CAPITAL DIVERSIFIED FUND, LLC, a Nevada limited liability company (“**Assignee**”), whose address is 2600 West Executive Parkway, Suite 120, Lehi, Utah 84043. Assignor and Assignee are referred to herein from time to time as the “**Parties.**”

RECITALS:

- A. Assignor and Wasatch County, a political subdivision of the State of Utah (the “**County**”), entered into that certain Benloch Ranch Development Agreement, dated June 4, 2020, recorded as Entry No. 479211 (as amended, the “**Agreement**”), which affects the real property in Wasatch County, Utah, as more particularly described in the Agreement (the “**Overall Property**”).
- B. On or about the date hereof, Assignee has acquired the certain real property within the Overall Property, as more particularly described on Exhibit A (the “**Property**”) from Assignor and Assignor and Assignee desire to enter into this Assignment to memorialize the transfer of the rights and obligations of 200 ERUs (as defined in the Agreement) (the “**Transferred Density Units**”) as it relates to the Property.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of

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 Agreement as it relates to the Transferred Density Units and the Property.

2. Assumption. In consideration of the foregoing assignment, Assignee hereby assumes and agrees to pay, discharge, and perform the obligations of Assignor under the Agreement arising on and after the Effective Date as it relates to the Transferred Density Units and the Property.

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.

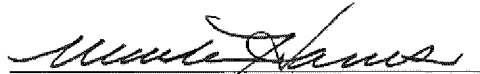
**ASSIGNOR:**

**AJ Fireside Park City LLC,**  
a Delaware limited liability company

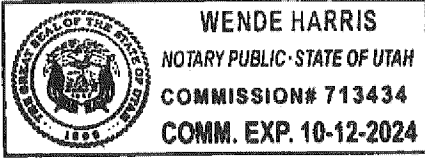
By:   
Name: Jamie Mackay  
Title: President

STATE OF Utah )  
COUNTY OF salt lake )§

This instrument was acknowledged before me on this 10 day of September, 2021, by Jamie Mackay, the President of AJ Fireside Park City LLC, a Delaware limited liability company.

  
Title and Rank

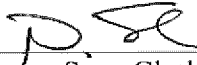
(Seal)

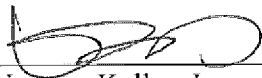


**ASSIGNEE:**

Cache Private Capital Diversified Fund, LLC,  
a Nevada limited liability company

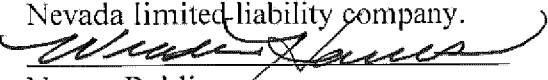
By: Cache Private Capital Management, LLC  
Its: Manager

By:   
Name: Sean Clark  
Title: Manager

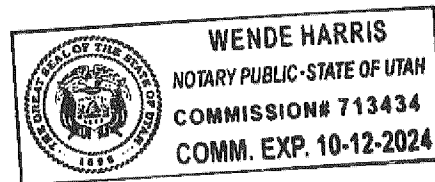
By:   
Name: Kellen Jones  
Title: Manager

STATE OF UTAH            )  
                                  )§  
COUNTY OF SALT LAKE    )

The foregoing instrument was acknowledged before me, a notary public, on this 13<sup>th</sup> day of September, 2021, by Sean Clark, Manager of Cache Private Capital Diversified Fund, LLC, a Nevada limited liability company.

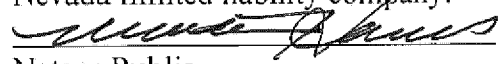
  
Notary Public  
Residing at: Salt Lake City, Utah

(Seal)



STATE OF UTAH            )  
                                  )§  
COUNTY OF SALT LAKE    )

The foregoing instrument was acknowledged before me, a notary public, on this 13<sup>th</sup> day of September, 2021, by Kellen Jones, Manager of Cache Private Capital Diversified Fund, LLC, a Nevada limited liability company.

  
Notary Public  
Residing at: Salt Lake City, Utah

(Seal)

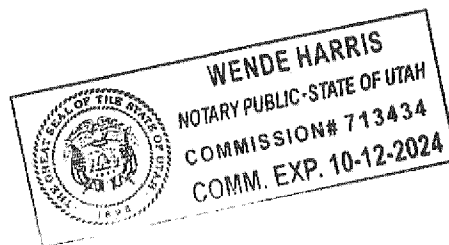


EXHIBIT A

PART OF THE NORTH HALF OF SECTION 1 AND THE NORTHEAST QUARTER OF SECTION 2, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SECTION 1, TOWNSHIP 3 SOUTH, RANGE 5 EAST (SAID NORTHEAST CORNER OF SECTION 1 BEING N89°31'27"E 16027.88 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; THENCE N62°48'28"W 354.89 FEET; THENCE N72°16'42"W 552.74 FEET; THENCE S64°07'21"W 222.61 FEET; THENCE S38°27'45"W 491.96 FEET; THENCE S67°20'38"W 1125.22 FEET; THENCE WEST 227.79 FEET; THENCE N37°42'12"W 163.59 FEET; THENCE N01°06'44"E 404.26 FEET; THENCE N16°50'21"W 394.58 FEET; THENCE N52°14'52"W 346.35 FEET; THENCE N01°09'16"E 1673.29 FEET; THENCE N04°16'28"E 329.79 FEET; THENCE N89°33'35"E 310.29 FEET; THENCE N89°33'13"E 2667.85 FEET TO THE POINT OF BEGINNING.

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