

WHEN RECORDED MAIL TO:
Utah Community Federal Credit Union
360 West 4800 North
Provo, UT 84604

Attention: Commercial Loan Department

Tax ID 29-050-0164, 29-049-0029, 29-050-0161

Above space for recorder's use

169676-DMP

SUBORDINATION and INTERCREDITOR AGREEMENT

A. Parties. This Subordination and Intercreditor Agreement (the "Agreement") is executed and effective as of the 31st day of May, 2024 by and between **Utah Community Federal Credit Union**, ("Lender"), with a mailing address of 360 West 4800 North, Provo, UT 84604, **D.R. HORTON, INC.**, a Delaware corporation ("Horton"), with a mailing address of 12351 South Gateway Park Place, Suite D-100, Draper, Utah 84020, and **GRNOBL VIRIDIAN FARM, LLC**, a Utah limited liability company, with a mailing address of 181 South 750 West, Suite 201, North Salt Lake, Utah 84054 ("Borrower").

B. Property Description. The real property which is the subject of this Agreement is situated in Salem City, Utah County, Utah and is more particularly described on Exhibit A, attached hereto and made a part hereof for all purposes (the "Property"). Horton, as buyer, has previously entered into that certain Agreement effective as of May 8, 2023 with **GRNOBL VIRIDIAN FARM, LLC**, a Utah limited liability company ("Borrower") (as the same may be amended from time to time, the "Lot Purchase Agreement"). Pursuant to the terms of the Lot Purchase Agreement, Horton is installing certain offsite infrastructure and other improvements for the benefit of the Property for which Borrower may be obligated to reimburse Horton under the terms of the Lot Purchase Agreement ("Reimbursement Obligation") and in exchange Borrower will execute and deliver to Horton the Horton Security Interest (as herein defined).

C. Description of Subordinated Lien. Horton is currently or will be the beneficiary under that certain Deed of Trust executed by Borrower in favor of Horton, recorded in the Public Records of Utah County, Utah as on May 23, 2023 as Entry No. 33058:2023 ("Public Records"), encumbering the Property and securing repayment of the Reimbursement Obligation (the "Horton Security Interest") and together with the Reimbursement Obligation repayment covenants in the Lot Purchase Agreement, the "Subordinate Loan Documents").

D. Description of New Lien. The Lender is currently or will be the beneficiary under that certain Construction Deed of Trust, Security Agreement and Fixture Filing executed by Borrower in favor of Lender, recorded as Entry No. 36064:2024 in the Public Records, encumbering the Property and securing a loan from Lender to Borrower in the original principal amount of up to \$7,800,000.00 (the "Lender Security Interest"). For purposes hereof: "Senior Debt" means all obligations of Borrower to Lender under the Senior Loan Documents now existing or hereafter arising, together with all costs of collecting such obligations (including attorneys' fees), including, without limitation, all interest accruing after the commencement by or against Borrower of any bankruptcy, reorganization or similar proceeding. "Senior Loan Documents" means collectively, the following documents, as the same may be amended, modified, substituted, extended or restated from time to time: (a) the Senior Loan Agreement and (b) all promissory notes, security agreements, pledge agreements, assignments, mortgages, guaranties, financing statements and other agreements, documents, instruments and other writings described or referred to in, or otherwise executed and delivered from time to time by the Borrower to the Lender in connection or accordance with the provisions of the Senior Loan Agreement. "Senior Loan Agreement" means that

certain Loan Agreement, dated May ____, 2024 by and between Borrower and Lender, as the same may be amended, modified, substituted, extended or restated from time to time, to the extent permitted hereunder.

E. Use of Funds. Lender will disburse funds in the amount of up to \$7,800,000.00 in accordance with the terms of the Senior Loan Agreement, to Borrower for the purpose of financing development costs for the Property. This paragraph shall in no way limit the amount Lender may advance under the Senior Debt.

F. Subordination. Horton does hereby subordinate the Horton Security Interest to the Lender Security Interest, thereby making the Lender Security Interest a superior lien on the Property regardless of how or in what manner the promissory note secured by the Lender Security Interest (the "Promissory Note"), or any part thereof, may be renewed, extended, changed or altered, subject to the terms and conditions set forth in this Agreement. Nothing contained herein shall be construed as a cancellation or waiver of Lender's rights under the Lender Security Interest.

G. Agreement of Lender. Lender hereby agrees as follows: (i) Borrower's execution and delivery of the Horton Security Interest does not constitute an event of default under the Senior Loan Documents; (ii) the Senior Loan Documents shall not secure any other indebtedness of Borrower to Lender other than the Senior Debt either by virtue of their express terms or any open-end, dragnet or cross-collateral provision; (iii) the Senior Loan Documents shall permit no additional principal advances in excess of the original principal amount of \$7,800,000.00 other than by the amount of the Protective Advances; provided however nothing herein shall be construed to prohibit PIK Interest from being included in the principal amount in accordance with the Senior Loan Documents; and (iv) no default shall occur under the Senior Loan Documents due solely to the occurrence of a default or event of default under any other loan between Lender and either Borrower or any guarantor of the Senior Debt.

H. Agreement of Horton. Horton hereby agrees as follows: (i) Borrower's execution and delivery of the Senior Loan Documents does not constitute an event of default under the Subordinate Loan Documents; (ii) the Subordinate Loan Documents shall not secure any other indebtedness of Borrower to Horton either by virtue of their express terms or any open-end, dragnet or cross-collateral provision; (iii) the Subordinate Loan Documents shall permit no additional principal advances in excess of the original principal amount secured by the Horton Security Interest.

I. Lender's Rights Regarding Collateral. The Lender may (i) grant extensions of the time for payment or performance of obligations under the loan secured by the Lender Security Interest, (ii) make compromises, including releases of collateral or adjustments in collection thereof, and (iii) make settlements related to the loan secured by the Lender Security Interest, without affecting priority of the Lender Security Interest as it encumbers the Property.

J. Horton Opportunity to Cure. In the event of any default or event of default under the Senior Loan Documents, Lender shall provide written notice of such default to Horton, notwithstanding on whether written notice from Lender is required to be provided to Borrower under the Senior Loan Documents. In the event of a payment default under the Senior Loan Documents, Horton shall have a period of seven (7) days from the date of said notice to cure such default. In the event of a default under the Senior Loan Documents other than a payment default, Horton shall have a period of thirty (30) days from the date of said notice to cure such default; provided, however, that there shall be no obligation for the Lender to give notice and no right of Borrower or Horton to cure if the event or condition is the institution of a voluntary bankruptcy, insolvency or receivership action. The Senior Loan Documents will provide a release price for the release of each of the subdivided and platted lots and in the event of a default by Borrower under the Senior Loan Documents, Horton shall have the right, but not the obligation, to pay the agreed lot purchase price otherwise due Borrower under the Lot Purchase Agreement and obtain a release of lots from the lien of the Lender Security Interest. In the event Lender commences foreclosure proceedings pursuant to the terms of the Senior Loan Documents, any proceeds received by the Lender in excess of the amount

necessary to fully repay Lender shall be paid to Horton as repayment of the Reimbursement Obligation due under the Lot Purchase Agreement.

K. Lender Opportunity to Cure. Horton acknowledges and consents to the conditional assignment of the Lot Purchase Agreement from Borrower to Lender as additional security for the Senior Debt. Horton agrees to provide written notice to Lender (simultaneously with providing written notice to Borrower) of any default by Borrower under the Lot Purchase Agreement and to allow Lender ten (10) additional Business Days to cure said default beyond the time period provided Borrower therein.

L. Borrower's Default.

1. If a default occurs under the Senior Loan Documents that remains uncured after the lapse any applicable notice and cure period, or a default occurs under the Lot Purchase Agreement or the Horton Security Interest that remains uncured after the lapse any applicable notice and cure period (individually or collectively, a "Borrower Default"), Horton shall have the right, but not the obligation, to pay off the Senior Debt in accordance with the following:

(i) Terms of Loan Payoff. If Horton, in its sole discretion, elects to pay off the Senior Debt, such election notice to be provided to Lender within fifteen (15) days of notice to the other party of a Borrower Default ("Senior Debt Payment Election"), then upon Borrower's conveyance of the Property to Horton by Warranty Deed, such conveyance to occur within thirty (30) days of a Borrower Default, in a form and substance acceptable to Horton (including any and all rights, powers, privileges, options or other benefits associated with, that pertain to, are attributable to, are appurtenant to, apply to or which otherwise benefit the Property including, without limitation, the Development Rights (as defined in the Horton Security Interest) and all personal property and fixtures secured by the Horton Security Interest), Horton shall pay to Lender the sum of the outstanding principal balance of the Senior Debt (which shall include any PIK Interest as defined therein) *plus* (i) all unpaid and accrued interest, (ii) any attorneys fees and other professional fees incurred at any time, and (iii) the amount of any Protective Advances that have not been added to the principal balance of the Note (the "Payoff Amount"); provided, however, such sum shall not exceed \$7,800,000.00 Upon such payment, Lender shall release the Property from the Lender Security Interest and all other liens, security interests and assignments securing the Senior Debt; provided, however that Lender retains all rights and remedies against Borrower and any guarantor(s) of the Senior Debt.

(ii) Effect of Payoff. If Horton elects to pay off the Senior Debt, Horton shall not be deemed to have assumed any of Borrower's obligations under the Senior Loan Documents, and Horton shall have no liability or obligation to Lender under the Senior Loan Documents or otherwise.

(iii) Loan Information. Upon request by Horton following a default under the Senior Loan documents, Lender shall inform Horton of the amounts which would be payable under clause (i) above as of such date.

2. In the event of a Borrower Default, Horton may purchase the Promissory Note from Lender (the "Note Purchase Election") together with any and all liens and security interests securing the Senior Debt, including, without limitation, the liens and security interests created by the Lender Security Interest, by so notifying Lender in writing within fifteen (15) days of notice of a Borrower Default. The closing of the purchase of the Promissory Note by Horton shall occur at the offices of Lender in 360 West 4800 North, Provo, UT 84604, at a time designated by Lender, provided such closing shall be consummated by mail away, on the tenth (10th) business day after Lender's receipt of the Note Purchase Election. At such closing, (a) Horton shall deliver to Lender cash or immediately available funds in an amount equal to the sum of the outstanding principal balance of the Senior Debt (which shall include any PIK Interest as defined therein) *plus* (i) all unpaid and accrued interest and (ii) the amount of any Protective Advances that have not been added to the principal balance of the Note; and (b) Lender shall deliver to Horton an assignment

of the Promissory Note and Lender Security Interest lien and all other security, together with the original of the Promissory Note, duly endorsed by Lender, which assignment and endorsement shall be without recourse or warranty of any kind, other than a warranty that Lender is the owner and holder of the Promissory Note and a warranty as to the outstanding principal balance and unpaid accrued interest on the Promissory Note, and shall be in form and substance reasonably acceptable to Lender and Horton and their respective counsel. Lender shall also deliver originals of all Senior Loan Documents (to the extent in Lender's possession or reasonably available) and copies of all correspondence and other materials in its possession relating to the Senior Debt. Upon written request by Horton following a default under the Senior Loan Documents, Lender shall inform Horton of the amounts which are payable under clause (a) above as of such date and shall provide copies of all Senior Loan Documents to Horton.

The term "Protective Advances" means all reasonable sums expended, as determined by Lender to be necessary to: (i) protect the priority, validity and enforceability of the liens on, and security interests in, the Property and the instruments evidencing the indebtedness and obligations of Borrower to Lender; (ii) prevent the value of the Property from being materially diminished (assuming the lack of such a payment within the necessary time frame could potentially cause such Property to lose value); (iii) protect any of the Property from being mismanaged or taken; (iv) pay all reasonable costs incurred by Lender in enforcing its rights and remedies under the Loan Documents, including reasonable attorney's fees, in the event of a default by Borrower under the Senior Debt.

3. In the event Horton fails to timely provide a Note Purchase Election or a Senior Debt Payment Election, Lender shall have all rights and remedies under the Senior Loan Documents, subject to Lender's obligation regarding the proceeds set forth in Paragraph J above. Time being of the essence.

M. Non-Disturbance. If Lender acquires title to the Property or a portion thereof (whether through foreclosure of the Lender Security Interest or by deed in lieu of foreclosure), then Lender agrees that Lender will not disturb Horton's rights under the Lot Purchase Agreement as long as Horton is not in default thereunder following the expiration of any applicable notice and cure periods provided for in the Lot Purchase Agreement, and Horton shall be permitted to close the purchase of any remaining Completed Lots, as hereinafter defined, in accordance with the terms and provisions of the Lot Purchase Agreement, provided however, other than the obligation to convey the Completed Lots to Horton as provided in the Lot Purchase Agreement, Lender shall have no further obligations under the Lot Purchase Agreement, including but not limited to any obligation to complete the development on the Property. Lender acknowledges that in the event a Purchase Cessation Notice (as defined in the Lot Purchase Agreement) is delivered to Lender by Horton and upon a subsequent sale or transfer any portion of the Property not purchased by Horton to a third party, Lender shall be obligated to fulfill the Reimbursement Obligation as described in the Lot Purchase Agreement; provided, however, that Lender's obligation to make such reimbursement to Horton shall be limited to those sale proceeds received by Lender above and beyond the Payoff Amount. In the event any Lot is sold by Lender to Horton, at each such Lot closing, Lender shall execute and deliver to Horton a release of the Lender Security Interest and any other liens held by Lender encumbering the Lot(s) purchased at such Lot closing. As used herein, the term "Completed Lots" means all Lots for which Substantial Completion (as defined in the Lot Purchase Agreement) has been achieved. In addition, Horton shall have the right, but not the obligation, to purchase the portion of the Property for which development is not yet complete ("Incomplete Lots") in accordance with the terms and conditions of Section 16.1 of the Lot Purchase Agreement; provided, however, that the purchase price to be paid by Horton for the Incomplete Lots shall be the greater of (i) the Reduced Purchase Price, as that term is defined in Section 16.1 of the Lot Purchase Agreement, or (ii) the Payoff Amount, less the amount of any Earnest Money Deposit then being released under the Lot Purchase Agreement to Lender which shall be applied by Lender to the amount outstanding under the Senior Loan (the "Earnest Money Credit Amount"). In the event the Reduced Purchase Price is greater than the Payoff Amount (less the Earnest Money Credit Amount), then, after payment in full to the Lender of the Payoff Amount (less the Earnest Money Credit Amount), such excess amounts shall be applied in accordance with the terms and conditions of the Lot Purchase

Agreement. At the closing on the Incomplete Lots, Lender shall execute and deliver to Horton a release of the Lender Security Interest and any other liens held by Lender encumbering the Incomplete Lots. Horton shall exercise its right to purchase the Incomplete Lots in accordance herewith within one hundred twenty (120) days from Lender's acquisition of title to the Property.

N. Miscellaneous.

(i) Unless otherwise provided in this Agreement, all notices or demands by any party relating to this Agreement or any other agreement entered into in connection herewith shall be in writing and shall be sent by (i) personal delivery, (ii) nationally recognized overnight courier service specifying next Business Day delivery with delivery fees prepaid, (iii) certified mail, postage prepaid, return receipt requested, at its address set forth below:

- If to Lender: Utah Community Federal Credit Union
c/o Commercial Loan Department
360 West 4800 North
Provo, UT 84604
Attention: Brian Luke
Phone: 801-223-7628
- With a copy to: Utah Community Federal Credit Union
360 West 4800 North
Provo, UT 84604
Attn: Andrea Morris
Email: andream@uccu.com
- If to Horton: Boyd Martin, Division President
D. R. Horton, Inc., Utah Division
12351 South Gateway Park Place, Suite D-100
Draper, UT 84020
Email: BAMartin@drhorton.com
- With a copy to: D. R. Horton, Inc., West Region
1081 Whitney Ranch Drive, Suite 141
Henderson, NV 89014
Attn: David Jennings, Region Counsel
E-mail: DSJennings@drhorton.com
- And to: D. R. Horton, West Region
11241 Slater Avenue NE, Suite 120
Kirkland, WA 98033
Attn.: Melissa Trunnell
E-mail: MTrunnell@drhorton.com
- And to: D. R. Horton, Inc.
1341 Horton Circle
Arlington, TX 76011
Attn: Mark Karnes, Esq.
E-mail: RMKarnes@drhorton.com

The parties hereto may change the address at which they are to receive notices hereunder, by notice in writing in the foregoing manner given to the other. Notices and demands shall be deemed to have been delivered and received (i) when sent by personal delivery, upon actual receipt, (ii) when sent by overnight courier service, on the Business Day after deposit with such courier service, (iii) when sent by certified mail, on the third Business Day after deposit with the US Post Office, and (iv) when sent by email, on the Business Day after the email is sent.

“Business Day” means any day that is not a Saturday, Sunday, or other day on which national banking associations are not required or authorized to close in the State of Utah.

(ii) This Agreement shall bind any successors or assignees of Lender and Horton and shall benefit any successors or assigns of Lender and Horton. This Agreement is solely for the benefit of Horton and Lender and not for the benefit of Borrower or any other party. Horton agrees not to assign any of the Subordinate Loan Documents without also assigning this Agreement to the Assignee. Horton further agrees that if Borrower is in the process of refinancing any portion of the Senior Debt with a new Lender, and if Lender makes a request of Horton, Horton shall agree to enter into a new intercreditor agreement with the new Lender on substantially the terms and conditions of this Agreement.

(iii) Horton hereby agrees to execute such documents and/or take such further action as Lender may at any time or times reasonably request in order to carry out the provisions and intent of this Agreement, including, without limitation, ratifications and confirmations of this Agreement from time to time hereafter, as and when requested by Lender.

(iv) This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

(v) This Agreement shall be governed by and construed in accordance with the laws of the State of Utah without giving effect to conflicts of laws principles. Horton and Lender submit to the exclusive jurisdiction of the state and federal courts located in Utah in any action, suit, or proceeding of any kind, against it which arises out of or by reason of this Agreement. HORTON AND LENDER, TO THE EXTENT PERMITTED BY APPLICABLE LAW, WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREIN.

(vi) This Agreement represents the entire agreement with respect to the subject matter hereof, and supersedes all prior negotiations, agreements and commitments. Horton is not relying on any representations by Lender or Borrower in entering into this Agreement and Horton has kept and will continue to keep itself fully apprised of the financial and other condition of Borrower. This Agreement may be amended only by written instrument signed by Horton and Lender.

(vii) If any action or proceeding shall be brought to foreclose the Horton Security Interest, no portion of the rents, issues and profits of the collateral securing the Senior Debt shall be collected, except through a receiver appointed by the court in which such foreclosure action or proceeding is brought and after due notice of the application for the appointment of such receiver is given to Lender. The rents, issues and profits so collected by such receiver shall be applied first to the payment of maintenance of the collateral of the Senior Debt, and then to the payment of principal and interest due and owing on the Senior Debt, and then to the payment of any principal or interest due and owing on the Horton Security Interest. If, during the pendency of any such foreclosure action or proceeding, an action or proceeding shall be brought by Lender for the foreclosure of the Senior Loan Documents and an application is made by Lender for an extension of such receivership for the benefit of Lender, all such rents, issues and profits held by such receiver as of the date of such application shall be applied by the receiver solely for the benefit of Lender, and Horton shall not be entitled to any portion thereof until all sums due and owing pursuant to the Senior Debt have been indefeasibly paid in full.

(viii) If Lender shall release, for the purposes of restoration of all or any part of the collateral securing the Senior Debt, Lender's right, title and interest in and to the proceeds under policies of insurance and/or Lender's right, title and interest in and to any awards or compensation made for any damages, losses or compensation by reason of a taking in eminent domain, then Horton shall release all of its right, title and interest, if any, in and to all such insurance proceeds, awards or other compensation and Horton agrees that the balance of such proceeds, awards or other compensation remaining after such

restoration shall be applied first to the reduction of any amount due under the Senior Loan Documents and thereafter to the reduction of any amount due under the Subordinate Loan Documents.

(ix) Horton shall not acquire, by subrogation or otherwise, any lien, estate, right or other interest in the collateral securing the Senior Debt which is or may be prior in right to the Senior Debt or Senior Loan Documents.

(x) Horton waives any and all rights (i) it may acquire by subrogation or otherwise to the lien of the Senior Loan Documents or any portion thereof, except in the event that all unpaid principal, accrued interest and all other sums due under the Senior Loan Documents shall have been paid, and (ii) it may have to require that Lender marshal any assets of Borrower in favor of Horton.

(xi) Horton shall not, without the prior written consent of Lender, pledge, assign, hypothecate, transfer, convey or sell any of the Subordinate Loan Documents or any interest in any of the Subordinate Loan Documents.

(xii) Any provision of this Agreement which is prohibited or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof.

(xiii) No waiver shall be deemed by Lender or Horton of any of its respective rights hereunder or the Senior Loan Documents or Subordinate Loan Documents, as the case may be, unless the same shall be in writing and signed by Lender or Horton, as applicable, and each waiver, if any, shall be a waiver only with respect to the specific instances involved and shall in no way impair the rights of Lender or Horton in any other respect or at any other time.

(xiv) Horton represents and warrants that:

(a) Horton has the power, authority and right to enter into this Agreement, and that this Agreement has been duly authorized by all necessary action of Horton and constitutes valid and binding obligations of Horton enforceable against Horton in accordance with its terms.

(b) Horton made loans or other credit accommodations to Borrower without reliance upon any information or advice from Lender, and Horton made its own underwriting analysis in connection with the Horton Security Interest, its own credit review of Borrower and investigated all matters pertinent, in Horton's judgment, to its determination to make loans or other credit accommodations to Borrower and to execute and deliver the Subordinate Loan Documents.

(xv) Lender represents and warrants that Lender has the power, authority and right to enter into this Agreement, and that this Agreement has been duly authorized by all necessary action of Lender and constitutes valid and binding obligations of Lender enforceable against Lender in accordance with its terms.

(xvi) THIS AGREEMENT SHALL NOT BE A VALID, BINDING OR ENFORCEABLE OBLIGATION OF HORTON UNLESS AND UNTIL IT IS RATIFIED IN WRITING BY ONE OF THE FOLLOWING EXECUTIVE OFFICERS OF HORTON: DONALD R. HORTON, DAVID V. AULD, BILL W. WHEAT, MICHAEL J. MURRAY, PAUL ROMANOWSKI OR J. MATT FARRIS.

BORROWER:

GRNOBL VIRIDIAN FARM, LLC

a Utah limited liability company

By: Grnobl Manager, LLC

Its: Manager

By: *AJG* _____

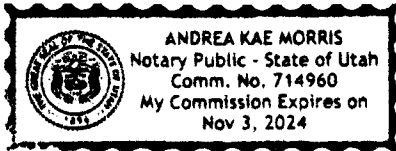
Name: A.J. Green

Title: Manager

STATE OF UTAH)
 : ss.
COUNTY OF UTAH)

The foregoing instrument was acknowledged before me this 24 day of May, 2024, by A.J. Green, who executed the foregoing instrument in his capacity as the Manager of Grnobl Manager, LLC, itself the Manager of GRNOBL VIRIDIAN FARM, LLC, a Utah limited liability company.

AK Morris _____
NOTARY PUBLIC



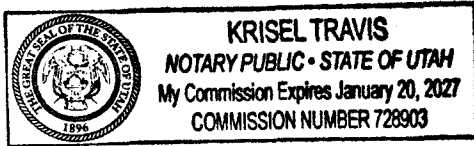
HORTON:

D.R. HORTON, INC.,
a Delaware corporation

By: _____
Name: Jonathan S. Thornley
Title: Division CFO

STATE OF UTAH)
) : ss.
COUNTY OF Salt Lake)

The foregoing instrument was acknowledged before me this 24 day of May, 2024,
by Jonathan S. Thornley as the Division CFO of
D.R. HORTON, INC., a Delaware corporation.



Krisel Travis
NOTARY PUBLIC

Pursuant to Paragraph N(xvi) above, the undersigned hereby ratifies this Agreement on behalf of D.R. Horton, Inc.

D.R. HORTON, INC.
a Delaware corporation

By: *Bill W. Wheat*
Name: Bill W. Wheat
Title: Chief Financial Officer

THE STATE OF TEXAS)
 : ss.
COUNTY OF TARRANT)

This instrument was acknowledged before me this 30 day of May, 2024
by Bill W. Wheat, CEO of
D.R. Horton, Inc., a Delaware corporation, on behalf of said corporation.

Erin M Cartwright
Notary Public Signature

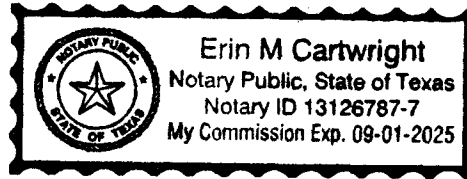


EXHIBIT A

PROPERTY DESCRIPTION

PROPOSED VIRIDIAN FARM PLAT A-1, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER AND THE SOUTHEAST QUARTER OF SECTION 6, AND THE NORTHWEST QUARTER OF SECTION 5, TOWNSHIP 9 SOUTH, RANGE 3 EAST, SALT LAKE BASE & MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LOCATED S89°11'13"W ALONG THE SECTION LINE 332.27 FEET FROM THE EAST QUARTER CORNER OF SECTION 6, TOWNSHIP 9 SOUTH, RANGE 3 EAST, SALT LAKE BASE & MERIDIAN (BASIS OF BEARING: N00°24'27"W ALONG THE SECTION LINE FROM THE EAST QUARTER CORNER TO THE NORTHEAST CORNER OF SAID SECTION 6, TOWNSHIP 9 SOUTH, RANGE 3 EAST); THENCE S89°11'13"W 321.53 FEET; THENCE S00°31'58"E 22.66 FEET; THENCE S88°42'14"W 35.58 FEET; THENCE S89°11'13"W 276.86 FEET; THENCE N00°35'14"W 499.32 FEET; THENCE S89°24'46"W 153.85 FEET; THENCE N00°35'14"W 13.49 FEET; THENCE WEST 507.65 FEET; THENCE S00°35'14"E 305.34 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT 23.53 FEET WITH A RADIUS OF 15.00 FEET THROUGH A CENTRAL ANGLE OF 89°53'22", CHORD: S45°31'55"E 21.19 FEET; THENCE S00°38'40"E 58.00 FEET; THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT 23.59 FEET WITH A RADIUS OF 15.00 FEET THROUGH A CENTRAL ANGLE OF 90°06'38", CHORD: S44°28'05"W 21.23 FEET; THENCE S00°35'14"E 578.99 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT 23.56 FEET WITH A RADIUS OF 15.00 FEET THROUGH A CENTRAL ANGLE OF 90°00'00", CHORD: S45°35'14"E 21.21 FEET; THENCE S00°35'14"E 58.00 FEET; THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT 23.56 FEET WITH A RADIUS OF 15.00 FEET THROUGH A CENTRAL ANGLE OF 90°00'00", CHORD: S44°24'46"W 21.21 FEET; THENCE S00°35'14"E 16.70 FEET; THENCE S89°24'46"W 58.00 FEET; THENCE S59°26'40"W 596.86 FEET; THENCE N89°59'39"W 109.12 FEET; THENCE S00°22'03"E 295.00 FEET; THENCE N89°55'48"W 328.17 FEET TO A POINT WHICH LIES 33.00 FEET EAST OF THE QUARTER SECTION LINE; THENCE N00°22'15"W (ALONG A LINE PARALLEL WITH AND 33.00 FEET PERPENDICULARLY DISTANT EAST FROM SAID QUARTER SECTION LINE) 2483.82 FEET; THENCE N89°09'38"E 666.07 FEET; THENCE N89°23'48"E 338.01 FEET; THENCE S00°35'14"E 44.88 FEET; THENCE N89°24'46"E 507.62 FEET; THENCE N00°35'14"W 107.00 FEET; THENCE N89°25'01"E 418.00 FEET; THENCE N89°08'50"E 63.00 FEET; THENCE S00°35'14"E 106.71 FEET; THENCE N89°38'32"E 371.91 FEET; THENCE N00°21'28"W 25.46 FEET; THENCE N89°38'32"E 242.00 FEET; THENCE S00°21'28"E 47.59 FEET; THENCE N87°19'41"E 82.36 FEET; THENCE N67°28'27"E 179.46 FEET; THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT 29.28 FEET WITH A RADIUS OF 419.00 FEET THROUGH A CENTRAL ANGLE OF 04°00'13", CHORD: S24°31'40"E 29.27 FEET; THENCE S26°31'47"E 39.56 FEET; THENCE N63°28'13"E 116.73 FEET; THENCE S21°41'32"E 20.82 FEET; THENCE S30°09'46"E 30.88 FEET; THENCE N59°50'14"E 120.00 FEET; THENCE N59°50'14"E 58.00 FEET; THENCE N64°28'35"E 122.10 FEET; THENCE S25°21'02"E 20.30 FEET; THENCE S30°09'46"E 196.39 FEET; THENCE S32°08'23"E 48.02 FEET; THENCE S59°26'56"W 18.23 FEET; THENCE S30°33'04"E 111.00 FEET; THENCE S30°33'04"E 84.00 FEET; THENCE S59°26'56"W 80.02 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT 502.76 FEET WITH A RADIUS OF 1047.50 FEET THROUGH A CENTRAL ANGLE OF 27°29'58", CHORD: S73°11'55"W 497.94 FEET; THENCE S03°03'06"E 101.68 FEET; THENCE S02°03'10"E 48.00 FEET; THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT 30.59 FEET WITH A RADIUS OF 1196.50 FEET THROUGH A CENTRAL ANGLE OF 01°27'54", CHORD: S88°40'46"W 30.59 FEET; THENCE S89°24'43"W 89.54 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT 23.49 FEET WITH A RADIUS OF 15.00 FEET THROUGH A CENTRAL ANGLE OF 89°43'31", CHORD: S44°32'58"W 21.16 FEET; THENCE S89°16'52"W 63.00 FEET; THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT 23.63 FEET WITH A RADIUS OF 15.00 FEET THROUGH A CENTRAL ANGLE OF 90°16'29", CHORD: N45°27'02"W 21.26 FEET; THENCE S89°24'43"W 60.72 FEET; THENCE S00°35'32"E 86.40 FEET; THENCE S88°54'25"W 40.16 FEET; THENCE S00°48'47"E 84.61 FEET; THENCE S89°11'15"W 185.55 FEET; THENCE

S00°48'47"E 96.08 FEET; THENCE S89°11'13"W 151.18 FEET; THENCE S00°48'47"E 391.09 FEET TO THE POINT OF BEGINNING.

PROPOSED VIRIDIAN FARM PLAT A-2, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 9 SOUTH, RANGE 3 EAST, SALT LAKE BASE & MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LOCATED S89°14'02"W ALONG THE SECTION LINE 1613.70 FEET AND SOUTH 18.93 FEET FROM THE NORTHEAST CORNER OF SECTION 6, TOWNSHIP 9 SOUTH, RANGE 3 EAST, SALT LAKE BASE & MERIDIAN (BASIS OF BEARING: N00°24'27"W ALONG THE SECTION LINE FROM THE EAST QUARTER CORNER TO THE NORTHEAST CORNER OF SAID SECTION 6, TOWNSHIP 9 SOUTH, RANGE 3 EAST); THENCE ALONG AN EXISTING FENCE S00°30'39"E 330.58 FEET; THENCE S89°24'46"W 360.97 FEET TO THAT FENCE LINE AGREEMENT DESCRIBED IN DEED ENTRY NO. 80651:1999 IN THE OFFICIAL RECORDS OF THE UTAH COUNTY RECORDER; THENCE ALONG SAID FENCE LINE AGREEMENT THE FOLLOWING TWO (2) COURSES: THENCE N00°54'23"W 120.98 FEET; THENCE N00°10'46"W 206.48 FEET TO THE SOUTH LINE OF 8800 SOUTH STREET ALSO BEING THE NORTH LINE OF THAT REAL PROPERTY DESCRIBED IN DEED ENTRY NO. 782:1959 IN THE OFFICIAL RECORDS OF THE UTAH COUNTY RECORDER; THENCE ALONG SAID REAL PROPERTY N88°55'00"E 360.63 FEET TO THE POINT OF BEGINNING.