COMMERCIAL GUARANTY

Borrower:	**21st & Chicago, LLC** **350 North 9th Street Suite 200** **Boise, ID 83702**	**Lender:**	**Banner Bank** **Southern Idaho Commercial Banking Center** **950 West Bannock Street, Suite 101** **Boise, ID 83702**
Guarantor:	**Bruce Todd Fery** **6351 Shenadoah Park Ave.** **Salt Lake City, UT 84121**		

GUARANTEE OF PAYMENT AND PERFORMANCE. For good and valuable consideration, Guarantor absolutely and unconditionally guarantees full and punctual payment and satisfaction of Guarantor's Share of the Indebtedness of Borrower to Lender, and the performance and discharge of all Borrower's obligations under the Note and the Related Documents. This is a guaranty of payment and performance and not of collection, so Lender can enforce this Guaranty against Guarantor even when Lender has not exhausted Lender's remedies against anyone else obligated to pay the Indebtedness or against any collateral securing the Indebtedness, this Guaranty or any other guaranty of the Indebtedness. Guarantor will make any payments to Lender or its order, on demand, in legal tender of the United States of America, in same-day funds, without set-off or deduction or counterclaim, and will otherwise perform Borrower's obligations under the Note and Related Documents.

INDEBTEDNESS. The word "Indebtedness" as used in this Guaranty means The word "Indebtedness" as used in this Guaranty means all of the principal amount outstanding from time to time and at any one or more times, accrued unpaid interest thereon and all collection costs and legal expenses related thereto permitted by law, reasonable attorneys' fees, arising from any and all debts, liabilities and obligations that Borrower individually or collectively or interchangeably with others, owes or will owe Lender under the Note and Related Documents and any renewals, extensions, modifications, refinancing, consolidations and substitutions of the Note and Related Documents..

GUARANTOR'S SHARE OF THE INDEBTEDNESS. The words "Guarantor's Share of the Indebtedness" as used in this Guaranty mean 29.120% of all the principal amount, interest thereon to the extent not prohibited by law, and all collection costs, expenses and reasonable attorneys' fees whether or not there is a lawsuit, and if there is a lawsuit, any fees and costs for trial and appeals.

Lender shall determine Guarantor's Share of the Indebtedness when Lender makes demand on Guarantor. After a determination, Guarantor's Share of the Indebtedness will only be reduced by sums actually paid by Guarantor under this Guaranty, but will not be reduced by sums from any other source including, but not limited to, sums realized from any collateral securing the Indebtedness or this Guaranty, or payments by anyone other than Guarantor, or reductions by operation of law, judicial order or equitable principles. Lender has the sole and absolute discretion to determine how sums shall be applied among guaranties of the Indebtedness.

The above limitation on liability is not a restriction on the amount of the Note of Borrower to Lender either in the aggregate or at any one time.

DURATION OF GUARANTY. This Guaranty will take effect when received by Lender without the necessity of any acceptance by Lender, or any notice to Guarantor or to Borrower, and will continue in full force until all the Indebtedness shall have been fully and finally paid and satisfied and all of Guarantor's other obligations under this Guaranty shall have been performed in full. Release of any other guarantor or termination of any other guaranty of the Indebtedness shall not affect the liability of Guarantor under this Guaranty. A revocation Lender receives from any one or more Guarantors shall not affect the liability of any remaining Guarantors under this Guaranty.

GUARANTOR'S AUTHORIZATION TO LENDER. Guarantor authorizes Lender, **without notice or demand and without lessening Guarantor's liability under this Guaranty, from time to time:** (A) to make one or more additional secured or unsecured loans to Borrower, to lease equipment or other goods to Borrower, or otherwise to extend additional credit to Borrower; (B) to alter, compromise, renew, extend, accelerate, or otherwise change one or more times the time for payment or other terms of the Indebtedness or any part of the Indebtedness, including increases and decreases of the rate of interest on the Indebtedness; extensions may be repeated and may be for longer than the original loan term; (C) to take and hold security for the payment of this Guaranty or the Indebtedness, and exchange, enforce, waive, subordinate, fail or decide not to perfect, and release any such security, with or without the substitution of new collateral; (D) to release, substitute, agree not to sue, or deal with any one or more of Borrower's sureties, endorsers, or other guarantors on any terms or in any manner Lender may choose; (E) to determine how, when and what application of payments and credits shall be made on the Indebtedness; (F) to apply such security and direct the order or manner of sale thereof, including without limitation, any nonjudicial sale permitted by the terms of the controlling security agreement or deed of trust, as Lender in its discretion may determine; (G) to sell, transfer, assign or grant participations in all or any part of the Indebtedness; and (H) to assign or transfer this Guaranty in whole or in part.

GUARANTOR'S REPRESENTATIONS AND WARRANTIES. Guarantor represents and warrants to Lender that (A) no representations or agreements of any kind have been made to Guarantor which would limit or qualify in any way the terms of this Guaranty; (B) this Guaranty is executed at Borrower's request and not at the request of Lender; (C) Guarantor has full power, right and authority to enter into this Guaranty; (D) the provisions of this Guaranty do not conflict with or result in a default under any agreement or other instrument binding upon Guarantor and do not result in a violation of any law, regulation, court decree or order applicable to Guarantor; (E) Guarantor has not and will not, without the prior written consent of Lender, sell, lease, assign, encumber, hypothecate, transfer, or otherwise dispose of all or substantially all of Guarantor's assets, or any interest therein; (F) upon Lender's request, Guarantor will provide to Lender financial and credit information in form acceptable to Lender, and all such financial information which currently has been, and all future financial information which will be provided to Lender is and will be true and correct in all material respects and fairly present Guarantor's financial condition as of the dates the financial information is provided; (G) no material adverse change has occurred in Guarantor's financial condition since the date of the most recent financial statements provided to Lender and no event has occurred which may materially adversely affect Guarantor's financial condition; (H) no litigation, claim, investigation, administrative proceeding or similar action (including those for unpaid taxes) against Guarantor is pending or threatened; (I) Lender has made no representation to Guarantor as to the creditworthiness of Borrower; and (J) Guarantor has established adequate means of obtaining from Borrower on a continuing basis information regarding Borrower's financial condition. Guarantor agrees to keep adequately informed from such means of any facts, events, or circumstances which might in any way affect Guarantor's risks under this Guaranty, and Guarantor further agrees that, absent a request for information, Lender shall have no obligation to disclose to Guarantor any information or documents acquired by Lender in the course of its relationship with Borrower.

GUARANTOR'S FINANCIAL STATEMENTS. Guarantor agrees to furnish Lender with the following:

Additional Requirements.

Annual Statements. As soon as available, but in no event later than April 30th, Guarantor' s personal financial statement for the year ended, prepared by Guarantor.

Tax Returns. As soon as available, but in no event later than thirty (30) days after the applicable filing date for the tax reporting period ended, Guarantor' s Federal and other govemmental tax retums, prepared by a certified public accountant satisfactory to Lender. In the event that an extension of the filing due date is executed, tax retums will be due no later than October 15th, annually.

In lieu of the requirement below that Individual Personnel Financial Statement reports required to be provided under this Guaranty shall be prepared in accordance with GAAP, or other Comprehensive Basis of Accounting ("OCBOA") shall be used as an acceptable altemative. Lender herby designated modified fair market value approach as acceptable OCBOA for purposes of this Guaranty.

All financial reports required to be provided under this Guaranty shall be prepared in accordance with GAAP, or other comprehensive basis of accounting acceptable to Lender and designated by Lender in writing, applied on a consistent basis, and certified by Guarantor as being true and correct.

GUARANTOR'S WAIVERS. Except as prohibited by applicable law, Guarantor waives any right to require Lender (A) to continue lending money or to extend other credit to Borrower; (B) to make any presentment, protest, demand, or notice of any kind, including notice of any nonpayment of the Indebtedness or of any nonpayment related to any collateral, or notice of any action or nonaction on the part of Borrower, Lender, any surety, endorser, or other guarantor in connection with the Indebtedness or in connection with the creation of new or additional loans or obligations; (C) to resort for payment or to proceed directly or at once against any person, including Borrower or any other guarantor; (D) to proceed directly against or exhaust any collateral held by Lender from Borrower, any other guarantor, or any other person; (E) to give notice of the terms, time, and place of any public or private sale of personal property security held by Lender from Borrower or to comply with any other applicable provisions of the Uniform Commercial Code; (F) to pursue any other remedy within Lender's power; or (G) to commit any act or omission of any kind, or at any time, with respect to any matter whatsoever.

Guarantor also waives any and all rights or defenses based on suretyship or impairment of collateral including, but not limited to, any rights or defenses arising by reason of (A) any "one action" or "anti-deficiency" law or any other law which may prevent Lender from bringing any action, including a claim for deficiency, against Guarantor, before or after Lender's commencement or completion of any foreclosure action, either judicially or by exercise of a power of sale; (B) any election of remedies by Lender which destroys or otherwise adversely affects Guarantor's subrogation rights or Guarantor's rights to proceed against Borrower for reimbursement, including without limitation, any loss of rights Guarantor may suffer by reason of any law limiting, qualifying, or discharging the Indebtedness; (C) any disability or other defense of Borrower, of any other guarantor, or of any other person, or by reason of the cessation of Borrower's liability from any cause whatsoever, other than payment in full in legal tender, of the Indebtedness; (D) any right to claim discharge of the Indebtedness on the basis of unjustified impairment of any collateral for the Indebtedness; (E) any statute of limitations, if at any time any action or suit brought by Lender against Guarantor is commenced, there is outstanding Indebtedness which is not barred by any applicable statute of limitations; or (F) any defenses given to guarantors at law or in equity other than actual payment and performance of the Indebtedness. If payment is made by Borrower, whether voluntarily or otherwise, or by any third party, on the Indebtedness and thereafter Lender is forced to remit the amount of that payment to Borrower's trustee in bankruptcy or to any similar person under any federal or state bankruptcy law or law for the relief of debtors, the Indebtedness shall be considered unpaid for the purpose of the enforcement of this Guaranty.

Guarantor further waives and agrees not to assert or claim at any time any deductions to the amount guaranteed under this Guaranty for any claim of setoff, counterclaim, counter demand, recoupment or similar right, whether such claim, demand or right may be asserted by the Borrower, the Guarantor, or both.

GUARANTOR'S UNDERSTANDING WITH RESPECT TO WAIVERS. Guarantor warrants and agrees that each of the waivers set forth above is made with Guarantor's full knowledge of its significance and consequences and that, under the circumstances, the waivers are reasonable and not contrary to public policy or law. If any such waiver is determined to be contrary to any applicable law or public policy, such waiver shall be effective only to the extent permitted by law or public policy.

RIGHT OF SETOFF. To the extent permitted by applicable law, Lender reserves a right of setoff in all Guarantor's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Guarantor holds jointly with someone else and all accounts Guarantor may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Guarantor authorizes Lender, to the extent permitted by applicable law, to hold these funds if there is a default, and Lender may apply the funds in these accounts to pay what Guarantor owes under the terms of this Guaranty.

SUBORDINATION OF BORROWER'S DEBTS TO GUARANTOR. Guarantor agrees that the Indebtedness, whether now existing or hereafter created, shall be superior to any claim that Guarantor may now have or hereafter acquire against Borrower, whether or not Borrower becomes insolvent. Guarantor hereby expressly subordinates any claim Guarantor may have against Borrower, upon any account whatsoever, to any claim that Lender may now or hereafter have against Borrower. In the event of insolvency and consequent liquidation of the assets of Borrower, through bankruptcy, by an assignment for the benefit of creditors, by voluntary liquidation, or otherwise, the assets of Borrower applicable to the payment of the claims of both Lender and Guarantor shall be paid to Lender and shall be first applied by Lender to the Indebtedness. Guarantor does hereby assign to Lender all claims which it may have or acquire against Borrower or against any assignee or trustee in bankruptcy of Borrower; provided however, that such assignment shall be effective only for the purpose of assuring to Lender full payment in legal tender of the Indebtedness. If Lender so requests, any notes or credit agreements now or hereafter evidencing any debts or obligations of Borrower to Guarantor shall be marked with a legend that the same are subject to this Guaranty and shall be delivered to Lender. Guarantor agrees, and Lender is hereby authorized, in the name of Guarantor, from time to time to file financing statements and continuation statements and to execute documents and to take such other actions as Lender deems necessary or appropriate to perfect, preserve and enforce its rights under this Guaranty.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Guaranty:

Amendments. This Guaranty, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Guaranty. No alteration of or amendment to this Guaranty shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Attorneys' Fees; Expenses. Guarantor agrees to pay upon demand all of Lender's costs and expenses, including Lender's reasonable attorneys' fees and Lender's legal expenses, incurred in connection with the enforcement of this Guaranty. Lender may hire or pay someone else to help enforce this Guaranty, and Guarantor shall pay the costs and expenses of such enforcement. Costs and expenses include Lender's reasonable attorneys' fees and legal expenses whether or not there is a lawsuit, including reasonable attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. Guarantor also shall pay all court costs and such additional fees as may be directed by the court.

Caption Headings. Caption headings in this Guaranty are for convenience purposes only and are not to be used to interpret or define the provisions of this Guaranty.

Governing Law. This Guaranty will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Idaho without regard to its conflicts of law provisions.

Choice of Venue. If there is a lawsuit, Guarantor agrees upon Lender's request to submit to the jurisdiction of the courts of Ada County, State of Idaho.

Integration. Guarantor further agrees that Guarantor has read and fully understands the terms of this Guaranty; Guarantor has had the opportunity to be advised by Guarantor's attorney with respect to this Guaranty; the Guaranty fully reflects Guarantor's intentions and parol evidence is not required to interpret the terms of this Guaranty. Guarantor hereby indemnifies and holds Lender harmless from all losses, claims, damages, and costs (including Lender's attorneys' fees) suffered or incurred by Lender as a result of any breach by Guarantor of the warranties, representations and agreements of this paragraph.

Interpretation. In all cases where there is more than one Borrower or Guarantor, then all words used in this Guaranty in the singular shall be deemed to have been used in the plural where the context and construction so require; and where there is more than one Borrower named in this Guaranty or when this Guaranty is executed by more than one Guarantor, the words "Borrower" and "Guarantor" respectively shall mean all and any one or more of them. The words "Guarantor," "Borrower," and "Lender" include the heirs, successors, assigns, and transferees of each of them. If a court finds that any provision of this Guaranty is not valid or should not be enforced, that fact by itself will not mean that the rest of this Guaranty will not be valid or enforced. Therefore, a court will enforce the rest of the provisions of this Guaranty even if a provision of this Guaranty may be found to be invalid or unenforceable. If any one or more of Borrower or Guarantor are corporations, partnerships, limited liability companies, or similar entities, it is not necessary for Lender to inquire into the powers of Borrower or Guarantor or of the officers, directors, partners, managers, or other agents acting or purporting to act on their behalf, and any indebtedness made or created in reliance upon the professed exercise of such powers shall be guaranteed under this Guaranty.

Notices. Any notice required to be given under this Guaranty shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Guaranty. Any party may change its address for notices under this Guaranty by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Guarantor agrees to keep Lender informed at all times of Guarantor's current address. Unless otherwise provided or required by law, if there is more than one Guarantor, any notice given by Lender to any Guarantor is deemed to be notice given to all Guarantors.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Guaranty unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Guaranty shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Guaranty. No prior waiver by Lender, nor any course of dealing between Lender and Guarantor, shall constitute a waiver of any of Lender's rights or of any of Guarantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Guaranty, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Successors and Assigns. Subject to any limitations stated in this Guaranty on transfer of Guarantor's interest, this Guaranty shall be binding upon and inure to the benefit of the parties, their successors and assigns.

Waive Jury. Lender and Guarantor hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by either Lender or Guarantor against the other.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Guaranty. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Guaranty shall have the meanings attributed to such terms in the Uniform Commercial Code:

Borrower. The word "Borrower" means 21st & Chicago, LLC and includes all co-signers and co-makers signing the Note and all their successors and assigns.

GAAP. The word "GAAP" means generally accepted accounting principles.

Guarantor. The word "Guarantor" means everyone signing this Guaranty, including without limitation Bruce Todd Fery, and in each case, any signer's successors and assigns.

Guarantor's Share of the Indebtedness. The words "Guarantor's Share of the Indebtedness" mean Guarantor's indebtedness to Lender as more particularly described in this Guaranty.

Guaranty. The word "Guaranty" means this guaranty from Guarantor to Lender.

Indebtedness. The word "Indebtedness" means Borrower's indebtedness to Lender as more particularly described in this Guaranty.

Lender. The word "Lender" means Banner Bank, its successors and assigns.

Note. The word "Note" means and includes without limitation all of Borrower's promissory notes and/or credit agreements evidencing Borrower's loan obligations in favor of Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for Note or credit agreement.

AGREEMENT

Providing For the Conveyance of a Certain Water Right, and the Incremental Assignment and Assumption of Interests Over Time in that Certain Weber Basin Water Conservancy District Replacement Water Contract

(Trappers Loop Water Improvement District)

THIS AGREEMENT ("*Agreement*"), is made entered as of this 5th day of February 2024 (the "*Effective Date*"), by and between SNOWBASIN RESORT COMPANY, a Wyoming corporation ("*Snowbasin*"), and TRAPPERS LOOP WATER IMPROVEMENT DISTRICT, a Utah special district (the "*District*"). (Snowbasin and the District are sometimes referred to herein individually as a "*Party*" and collectively as the "*Parties*.")

RECITALS

A. Snowbasin owns and operates the existing Snowbasin Ski Resort in Weber County, Utah (the "*Existing Resort*"), and owns certain adjoining real property within Weber County and Morgan County. Snowbasin is studying future plans with respect to the expansion of the Existing Resort, including the potential for development of its other properties in both counties in connection therewith ("collectively, the "*Resort*").

B. The District is a water improvement district created, at the request of Snowbasin, by resolution of the Weber County Commission, and is duly organized under Utah law by a certificate of creation issued by the Utah Lt. Governor's office, dated April 29, 2022. The District has been organized as a public water supplier for the purpose of acquiring and operating wells, water storage tanks, and other water system facilities, and to acquire and hold water and water rights, to be utilized by the District in providing municipal water service to the Resort. The legal boundaries of the District, as currently defined, are fully contained within the Resort property owned by Snowbasin.

C. Snowbasin is the owner of a certain water right identified of record at the Utah Division of Water Rights ("*UDWRi*"), as Water Right No. 35-13690, Change Application a46230, which authorizes the diversion and use of 50.0 acre-feet of water for municipal purposes (the "*Monastery Right*"). It is acknowledged by the Parties that the above change application was approved by the State Engineer subject to the condition that the right be conveyed to a public water district once formed in order to justify the approved use for municipal purposes, and that the District, now created, is the water district referenced in the water right record for the Monastery Right.

D. In April 2022, Snowbasin entered into a perpetual Replacement Water Contract with Weber Basin Water Conservancy District ("Weber Basin"), Contract No. 69364, authorizing the right to use 1,000 acre-feet of water under Weber Basin's federal contract right with the U.S. Bureau of Reclamation, out of Pineview Reservoir in Weber County, Utah, for replacement of underground water diverted and withdrawn from wells for use on the land defined and for the purposes set forth in said contract (the "*Original WBWCD Contract*"). To effectuate its right under the Original WBWCD Contract, on September 28, 2023, Snowbasin and the District have jointly filed with UDWRi an Application for Exchange of Water identified of record as Exchange Application No. E6544 (the "*Exchange Application*"), to obtain authority for the diversion and use of water under the WBWCD Contract from wells that are tributary to the Pineview Reservoir Drainage Basin, for use in providing municipal water service by the District within its service area.

E. Utah Code Annotated 17B-1-103 (2)(a) and (b), and 17B-2a-403(1)(a) expressly provide that a special district may acquire, by any lawful means, groundwater right or interest in a groundwater right, and other sources of water supply necessary or convenient to the full exercise of the District's powers; and 17B-1-103 (2)(l) expressly provides that a special district may enter into a contract that the special district board of trustees considers necessary, convenient, or desirable to carry out the district's purposes, including a contract to do any act to exercise district powers.

F. It is the purpose and intent of the Parties under this Agreement that the Monastery Right be conveyed and assigned to the District in order: (i) to satisfy the condition to approval imposed by the State Engineer in its approval order that said right be transferred to and owned by a public district to qualify the right for municipal use; and (ii) to utilize the forfeiture exemption legally afforded to water rights held by public water suppliers as a means of protecting the Monastery right against the risk of loss from forfeiture for non-use.

G. It is further the purpose and intent of the Parties to provide in this Agreement that interests in the Original WBWCD Contract be incrementally assigned to and assumed by the District, in a series of blocks of water over time, for use by the District in providing municipal water service to the Resort as it expands.

H. The Parties desire to enter into this Agreement to set forth the terms and conditions pursuant to which the Monastery Right shall be transferred and conveyed, and the initial interest and future interests in the WBWCD Contract shall be assigned to and assumed by the District, as provided herein.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledge, the Parties agree as follows:

1. <u>CONVEYANCE OF MONASTERY RIGHT</u>. In consideration of the District's agreement to own and maintain the Monastery Right in good standing at the Division of Water Rights and to divert and use the water under said right in providing municipal water service to Snowbasin and other District customers within the service area of the District, Snowbasin shall transfer, convey and assign to the District all of Snowbasin' right, title and interest in and to the Monastery Right, said right being more particularly described as follows:

100% of Water Right No. 35-13690, Change Application No. a46230,

2. <u>ASSIGNMENT OF INTERESTS IN THE ORIGINAL WBWCD CONTRACT</u>.

(a) <u>Assignment of WBWCD Contract Interests</u>. In consideration of the District's agreement to assume and be solely responsible for compliance with all contractual obligations, including the obligation to make, when due, all annual payments required under the Original WBWCD Contract and subsequent replacement contracts as set forth below, and consistent with Weber Basin's preference that its water replacement contracts be held by public water suppliers, Snowbasin shall release, transfer and assign to the District the following:

(1) <u>Initial Assignment</u>. An initial contract interest in amount equal to 100.0 acre-feet of water under the Original WBWCD Contract, and the right to divert and use 100.0 acre-feet of water under the Exchange Application (the "*Block 1 Interest*"); and

(2) "Subsequent Assignments". Subsequent to the assignment of the Block 1 Interest, interests in and to the right to the use of additional blocks of water under the Original WBWCD Contract and proportional interests under the Exchange Application (each a "*Subsequent Block Interest*" and collectively, the "*Subsequent Block Interests*"), as provided below.

(b) Assignment of Block 1 Interest. The Block 1 Interest shall be assigned utilizing Weber Basin's standard Replacement Contract Assignment forms and in conformance with all applicable Weber Basin procedures; whereupon, the District shall be identified on the books and records of Weber Basin as the owner of 100 acre-feet of water under the Original WBWCD Contract, as memorialized by the Assignment document, and Snowbasin shall retain its ownership in the remaining 900 acre-feet of water under the Original WBWCD Contract, as memorialized under a newly issued replacement water contract.

(c) Incremental Assignments of Subsequent Block Interests. Following the assignment to the District of the Block 1 Interest in the Original WBWCD Contract, Subsequent Block Interests shall be incrementally assigned by Snowbasin to the District as the Resort expands and the District's resulting water service demands increase. Subsequent Block Interests shall be assigned in conformance with the following:

(1) Snowbasin and the District shall meet on an annual basis to review the amount of water required to meet the anticipated water service demands of the District for the coming year, and determine whether, and in what amounts, one or more Subsequent Block Interests will need to be assigned to the District to meet its forecasted water service demand.

(2) If and when it is determined that an additional block or blocks of water will be required, then, in each event, the District shall contact Weber Basin to initiate the preparation of the Assignment documentation for execution by the Parties; whereupon, the District's interest in the Original WBWCD shall be increased, and Snowbasin's interest therein shall thereupon be proportionally reduced, with ownership of the then remaining balance to be retained by Snowbasin.

(3) This procedure shall be repeated over time until all of Snowbasin's interest in the Original WBWCD Contract has been duly assigned to the District.

(d) Acceptance and Assumption of Contract Obligations. By execution of this Agreement, the District accepts the assignment of the Block 1 Interest and agrees to accept the assignment of all Subsequent Block Interests, and assumes and agrees to perform all duties, obligations and responsibilities, including, without limitation, the payment of all annual payments due and owing, and to be subject to all covenants and liabilities of Snowbasin thereunder which arise and accrue upon full execution of the Block 1 Assignment and each subsequent Block Assignment Contract. Weber Basin's consent to each such assignment shall be manifested by its execution of the Approval of Assignment block on each Block Assignment Contract as provided in Section 4(b)(1) below.

3. Contract Conditions; Possibility of Reverter.

(a) Contract Conditions. The conveyance of the Monastery Right and all Assigned Contract Rights made pursuant to this Agreement are expressly subject to the following conditions:

(1) The District shall at all times maintain the Monastery Right in good standing

with the Utah Division of Water Rights.

(2) The District shall at all times comply with all covenants, terms and conditions, and satisfy all obligations set forth in each new Replacement Weber Basin Contract to be executed by and between Weber Basin and the District in connection with the Block 1 Assigned Contract Right (the "*Block 1 Assignment Contract*"), and all subsequent replacement contracts in connection with each Subsequent Assigned Contract Right (to be numbered consecutively hereafter as Block 2 Assignment Contract, Block 3 Assignment Contract, and so forth, each a "*Block Assignment Contract*").

(3) The District shall neither convey all or any interest in the Monastery Right nor release, transfer or assign all or any interest in and to the Block 1 Assignment Contract to any third party without the express, prior written approval of Snowbasin.

(4) The District shall divert and use water as authorized under the Monastery Right and in conformance with each Block Assignment Contract solely for snowmaking as provided by a separate agreement between Snowbasin and the District, and in providing municipal water service to Snowbasin and other District customers within the Resort situated within the District's service area unless otherwise agreed, in writing, between Snowbasin and the District.

(5) The District shall perpetually beneficially use the water represented by the Monastery Right and each Block Assignment Contract in conformance with and subject to applicable law, in providing water service to the Resort within its service area.

(6) The District shall perpetually maintain its existence, and shall take all steps necessary to prevent its dissolution in conformance with Utah law.

(b) Possibility of Reverter and Reversionary Interest Retained.

(1) Possibility of Reverter. The conveyance of the Monastery Right is expressly made subject to the condition that all of the conditions set forth in Subsection 3(a) are at all times fully satisfied, and in the event any such condition is not satisfied, title to the Monastery Right shall automatically revert back to Snowbasin.

(2) Reversionary Interest. The assignment of Assigned Contract Rights provided for herein are all made subject to the condition that the conditions set forth in Subsection 3(a) above are at all times fully satisfied. In the event any such condition is not fully satisfied, Snowbasin shall have the right to re-enter and terminate the assignment.

(c) District Cooperation. The District agrees that it shall in good faith fully cooperate with Snowbasin in effectuating a reconveyance of the Monastery Right and/or a re-assignment of any Weber Basin contract right in the event of a reversion or the exercise of any reversionary interest by Snowbasin as provided for in Subsection 3(b) herein.

4. Consummation of the Conveyance and Assignments.

(a) Conveyance of Monastery Right. Conveyance of the Monastery Right shall be accomplished by the delivery of a water right deed executed by Snowbasin to the District, conveying to the District all of Snowbasin's right, title and interest in and to the Monastery Right free and clear of all liens, claims, security interests, encumbrances or adverse interests of any kind whatsoever, expressly subject to a "possibility of reverter" to Snowbasin in the event the conditions set forth in Section 3(a) herein are not fully satisfied ("*Water Right Deed*"). The Water Right deed shall be in the form attached as EXHIBIT "A" hereto. The District shall be responsible, at its sole expense, to record the Water Right Deed in accordance with all applicable statutory requirements, and to prepare and file with the UDWRi a Report of Water Right Conveyance updating the District's title to the Water Right in DWRi's records, all as required by law.

(b) Assignment of Block Interests. The Assignment of the Block 1 Interest and thereafter all other Subsequent Block Interests shall be accomplished by:

(1) Delivery of an Assignment, duly executed by the Parties, using Weber Basin's standard Assignment form, the approval of which shall be duly manifested by the Weber Basin's execution of the Approval of Assignment blocks on the Assignment form certifying the approval of the Assignment by Weber Basin's board of trustee; and

(2) The filing with UDWRi of an Assignment of Water Right/Exchange Application, duly executed by the Parties, assigning a proportionate amount of the Exchange Application representing the Block 1 Interest, and thereafter all other Subsequent Block Interests.

(c) Transaction Date. The Transaction Date for the consummation of the respective transactions contemplated in this Agreement shall be the date upon which the conveyance of the Monastery Right, the assignment of the Block 1 Interest, and the assignment of each Subsequent Block Interest, as the case may be, have been fully accomplished as provided above (the "*Transaction Date*").

5. Costs and Expenses. The Parties shall each bear their respective costs incurred as a result of the transactions contemplated herein, together with all other costs incurred by them in the satisfaction of their respective obligations under this Agreement.

6. Snowbasin's Representations. Snowbasin hereby makes the following representations, (it being understood and agreed by the Parties that all references herein to representations pertaining to the Monastery Right, the Assignment of the Block 1 Interest, and all future assignments of Subsequent Block Interests shall be applicable as of their respective Transaction Dates, and that such representations shall survive the consummation of each such transaction:

(a) Legal Title. Snowbasin owns and has full power, right and authority to convey title to the Monastery Right and assign the Block 1 Interest in the Original WBWCD Contract, as of the Transaction Date for such, and shall have the full power, right and authority to assign all Subsequent Block Interests as of the Transaction Date for such, and to otherwise perform all of its obligations hereunder.

(b) Litigation and Claims. Snowbasin shall not have received any notice of or otherwise be aware of any claims, actions, suits, or other proceedings, whether pending, threatened or contemplated by any governmental department or agency or corporation, partnership or other entity or person whatsoever, or to the best knowledge of Snowbasin, any facts which could constitute the basis for any claim or litigation which might prohibit, delay or interfere with the consummation of the transactions contemplated hereby or which, if adversely determined, might affect the right, title and interest which may be acquired by the District in and to the Monastery Right, the Block 1 Interest, and all Subsequent Block Interests, or the condition or the value of the same.

(c) Authority. Snowbasin has, and the person executing this Agreement on behalf of Snowbasin has and shall have as of the Transaction Date the full capacity, right, power and authority to enter into this Agreement and to consummate the transactions contemplated herein.

(d) Binding Obligation. This Agreement binds and benefits Snowbasin and its legal representatives, successors-in-interest and permitted assigns.

(e) No Default. Snowbasin is not, and as of the Transaction Date shall not be in default in respect of any judgment, order, writ, injunction, decision, law, ordinance or regulation of any court or governmental authority or under any lease, mortgage or other agreement to which Snowbasin, or the Monastery Right, the Block 1 Interest or any Subsequent Block Interest, or any portions thereof, are or might be subject which might prohibit, delay or interfere with the consummation of the transactions contemplated hereby or affect the right, title and interest which may be acquired by the District in and to the Monastery Right, the Block 1 Interest and Subsequent Block Interests, or the condition of the same; and the execution and delivery of this Agreement and certificates, documents, instruments, and all agreements referred to herein and the performance by Snowbasin of Snowbasin's obligations hereunder or thereunder will not: (i) result in the breach or termination of or violate or constitute a default under any such lease, mortgage or other agreement, or (ii) result in the creation or imposition of any lien, charge, or encumbrance upon the Monastery Right, the Block 1 Interest, or any Subsequent Block Interest or any portion thereof, of (iii) violate any law, regulation, judgment, or order of any governmental entity.

(f) Validity of Rights and Interests. According to the best knowledge of Snowbasin: (i) the Monastery Right is not subject to abandonment or statutory forfeiture under the provisions of Utah Code Ann. §73-1-4 (2023), and is otherwise in good standing at the UDWRi; and (ii) the Original WBWCD Contract is in good standing with Weber Basin and is in full force and effect.

(g) No Claims. Snowbasin is unaware of any adverse lien, claim, security interest, encumbrance or other interest which may be adverse to Snowbasin's right, title and interest in and to the Monastery Right, or Snowbasin's rights under the Original WBWCD Contract.

(h) Continuing Nature. It is a condition precedent to the District's obligation to consummate the conveyance of the Monastery Right and the assignment of the Block 1 Interest and each Subsequent Block Interest that each of the representations of Snowbasin contained in this Agreement shall be accurate, current and complete at all times from and after the Effective Date and up to the Transaction Date. If any of them ceases to be accurate, current and complete, Snowbasin shall immediately inform the District thereof, whereupon Snowbasin may, at Snowbasin' discretion, determine whether to take such action as may be necessary to make them accurate, current and complete. Should Snowbasin fail to make them accurate, current and complete, the District may, in its discretion, terminate this Agreement. The full and timely performance of this representation and all other representations and agreements of Snowbasin hereunder, is also a condition precedent to the District's obligation consummate the transactions contemplated herein.

7. The District's Representations. The District hereby makes the following representations, and agrees that such representations shall survive the consummation of the transaction contemplated herein.

(a) Authority. The District, and the person executing this Agreement on behalf of the the District, has and shall have the full capacity, right, power and authority to enter into this Agreement and to consummate the transactions contemplated herein.

(b) Binding Obligation. This Agreement binds and benefits the District and its successors and assigns.

(c) Defaults. The District hereby represents that the execution, delivery and performance of this Agreement by the District and the consummation of the transactions contemplated herein will not result in a breach or acceleration of or constitute a default or event of termination under the provisions of any agreement or instrument to which the District is a party or bound, or constitute or result in the violation or breach by the District of any judgment, order, writ, injunction or decree issued against or imposed upon the District or result in the violation of any applicable law, ordinance, rule or regulation of any governmental authority.

(d) Continuing Nature. It is a condition precedent to Snowbasin's obligation to each transaction contemplated herein that each of the representations of the District contained in this Agreement shall be accurate, current and complete at all times from and after the date hereof and up to Transaction Date. If any of them ceases to be accurate, current and complete, the District shall immediately inform Snowbasin thereof; whereupon, the District agrees to forthwith take all action, to the best of its ability, as shall be necessary to make them accurate, current and complete. The full and timely performance of this representation and all other representations and agreements of the District hereunder, is also a condition precedent to Snowbasin's obligation to consummate the transactions contemplated herein.

8. No Other Offers. Snowbasin shall not make, consider or accept any other offers from any person or entity other than the District to purchase, lease or obtain any right or interest in the Monastery Right or the Block 1 Interest and any Subsequent Block Interests during the term of this Agreement; provided, however, that nothing in this Section 8 shall prevent Snowbasin from dealing with third parties on matters and water rights not relating to the transactions which are the subject of this Agreement. In consideration of this Agreement, the District shall diligently pursue its obligations in pursuing the approvals necessary to facilitate the transactions contemplated in this Agreement.

9. Risk of Loss. Any risk of loss to the Monastery Right, the Block 1 Interest and any Subsequent Block Interest shall be Snowbasin's until the Transaction Date for such transaction.

10. Default. In the event either Party shall be in default hereunder for any reason, then the non-defaulting Party shall deliver written notice thereof to the defaulting Party. For purposes of this Section 10, "default" shall be defined to mean that all conditions precedent to the consummation of the transactions contemplated herein as set forth herein have been satisfied and the defaulting Party refuses, for whatever reason, to consummate the transactions provided for herein. If defaulting Party does not cure such default within forty-five (45) days after receiving written notice thereof, the non-defaulting Party shall be entitled to pursue all rights or remedies afforded to it at law or in equity, which remedies may be exercised cumulatively or separately, at the sole discretion of the non-defaulting Party, including, without limitation to the right to terminate this Agreement, or bring an action to enforce the specific performance of this Agreement with respect to the Monastery Right, the Block 1 Interest and any Subsequent Block Interest.

11. Notices. Any and all notices, demands or other communication required or desired to be given hereunder shall be in writing and shall be validly given or made to the other Party if served either personally, by electronic transmission, or by deposit in the United States mail. If such notice is served personally or by electronic transmission, service shall be conclusively deemed given at the time of such personal service or electronic transmission. If such notice is served by mail, such notice shall be sent postage prepaid, by certified mail, return receipt requested, and shall be conclusively deemed given two business days after the deposit thereof in the United States mail addressed to the Party to whom such notice is given as hereinafter set forth:

To Snowbasin:	Bruce Fery Snowbasin Resort Company 555 South Main Street Salt Lake City, Utah 84050 bfery@grandamerica.com (801) 258-6610
To The District:	Jim Hill Trappers Loop Water Improvement District P.O. Box 460 Huntsville, Utah, 84317 jim.hill@grandamerica.com (435) 640-8481

Either Party hereto may change its address for the purpose of receiving notices, demands and other communications as herein provided by a written notice given in the manner aforesaid to the other Party.=

12. Covenant of Further Assurances and Good Faith. Each of the Parties hereto covenant to execute and deliver any and all additional papers, documents, and other assurances, and to act in good faith in doing any and all acts and things reasonably necessary in connection with the performance of their obligations hereunder, in carrying out the intent of the Parties to Close the transaction contemplated by this Agreement.

13. Attorney's Fees. In the event any action shall be instituted by a Party to enforce any of the terms and provisions contained herein, the prevailing Party in such action shall be entitled to reasonable attorney's fees, costs and expenses incurred in enforcing this Agreement.

14. Modification or Amendments. No amendment, change or modification of this Agreement shall be valid unless in writing and signed by the Parties hereto.

15. Integration. This Agreement constitutes the entire understanding and agreement of the Parties with respect to the matters which are the subject of this Agreement and any and all prior agreements, understandings or representations with respect thereto are hereby terminated, canceled and superseded, in their entirety, and are of no force and effect.

16. Waiver. The waiver by either Party to this Agreement of a breach of any provision of this Agreement shall not be deemed a continuing waiver or waiver of any subsequent breach whether of the same or another provision of this Agreement.

17. Applicable Law. This Agreement shall, in all respects, be governed by the laws of the State of Utah.

18. Severability. If any term or provision of this Agreement shall, to any extent, be determined by a court of competent jurisdiction to be void, voidable, or unenforceable, such void, voidable or unenforceable term or provision shall not affect the enforceability of any other term or provision of this Agreement if the essential provisions of this Agreement for each Party remain valid, binding and enforceable.

19. Assignment; Assignment to Affiliated Entity. This Agreement may not be assigned by either Party hereto, by operation of law or otherwise, without the written consent of the other Party hereto.

Notwithstanding the foregoing, either Party may assign this Agreement or any of its rights or obligations under this Agreement to any Affiliate without the consent of the other Party. For purposes of this paragraph, the term "Affiliate" shall mean any person, partnership, corporation or other entity which controls, is controlled by or is under common control with the Party.

20. No Obligation to Third Parties. This Agreement is not intended to be a contract for the benefit of third parties, and, except for assignments to affiliated entities as provided in Section 19 hereof, shall not be deemed to confer any rights upon any person or entity other than the Parties to this Agreement, nor obligate the Parties to this Agreement to any person or entity other than the Parties to this Agreement.

21. Survival. The covenants, warranties, representations and indemnities contained herein shall survive the consummation of the transactions contemplated herein and shall not be deemed to be merged into any deeds, assignments or other instruments of conveyance delivered pursuant to this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

SNOWBASIN RESORT COMPANY, a
Wyoming corporation

By: ______________________
Bruce Fery, CEO

TRAPPERS LOOP WATER IMPROVEMENT DISTRICT, a Utah Special District

By: ______________________
Jim Hill, Chair, Board of Trustees

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

On the 5 day of February, 2024, personally appeared before me Bruce Fery, who, being duly sworn upon oath did acknowledge and say that he is the Chief Executive Officer of Snowbasin Resort Company, a Wyoming corporation, that he is duly authorized to sign the within and foregoing instrument on behalf of said corporation, and that said corporation duly executed the same.

NAOMI T ORTIZ
Notary Public State of Utah
My Commission Expires on:
June 28, 2026
Comm. Number: 725470

Naomi T. Ortiz
NOTARY PUBLIC

STATE OF UTAH)

: ss.
COUNTY OF SALT LAKE)

On the 5 day of February 2024, personally appeared before me Jim Hill, who, being duly sworn upon oath did acknowledge and say that he is the Chair of the Board of Trustees of Trappers Loop Water Improvement District, as Utah special district, that he is duly authorized to sign the within and foregoing instrument on behalf of said district, and that said district duly executed the same.

NAOMI T ORTIZ
Notary Public State of Utah
My Commission Expires on:
June 28, 2026
Comm. Number: 725470

Naomi T. Ortiz
NOTARY PUBLIC

EXHIBIT "A"

Form of Water Right Quit Claim Deed and Assignment of Change Application

After recording return to:

Trappers Loop Water Improvement District
P.O. Box 460
Huntsville, Utah 84317

Above Space for Recorder's Use Only

WATER RIGHT QUIT CLAIM DEED AND ASSIGNMENT OF CHANGE APPLICATION

SNOWBASIN RESORT COMPANY, a Wyoming corporation, , Grantor, whose mailing address is P.O. Box 460, Huntsville, Utah, 84317, hereby QUIT CLAIMS AND ASSIGNS to TRAPPERS LOOP WATER IMPROVEMENT DISTRICT, a Utah special district, Grantee, whose mailing address is P.O. Box 460, Huntsville, Utah, 84317, for the sum of Ten and no/100 Dollars ($10.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, 100% of Grantor's right, title and interest in and to the following water rights on file at the Utah Division of Water Rights:

Water Right No. 35-13690, a46230 (herein, the "Monastery Right").

SUBJECT TO the provisions of Section 3(b) of that certain Agreement Providing for the Conveyance of a Certain Water Right, and the Incremental Assignment and Assumption of Interests Over Time in that Certain Weber Basin Water Conservancy District Replacement Water Contract, dated 2/5/2024 (the "Agreement"), the terms of which shall survive and shall not be merged into this Water Right Quit Claim Deed and Assignment of Change Application. Section 3(b) of the Agreement provides, in pertinent part, as follows:

> Possibility of Reverter. The conveyance of the Monastery Right is expressly made subject to the condition that all of the conditions set forth in Subsection 3(a) are at all times fully satisfied, and in the event any such condition is not satisfied, title to the Monastery Right shall automatically revert back to Snowbasin.

WITNESS the hand of Grantor this 5 day of February 2024.

SNOWBASIN RESORT COMPANY.
a Wyoming corporation

By: [signature]
Bruce Fery, CEO

STATE OF UTAH)
: ss.
County of Salt Lake)

On the 5 day of February, 2024, personally appeared before me Bruce Fery, who, being duly sworn upon oath did acknowledge and say that he is the Chief Executive Officer Snowbasin Resort Company, a Wyoming corporation, that he is duly authorized to sign the within and foregoing instrument on behalf of said corporation, and that said corporation duly executed the same.

NAOMI T ORTIZ
Notary Public State of Utah
My Commission Expires on:
June 28, 2026
Comm. Number: 725470

Naomi T. Ortiz
NOTARY PUBLIC