



**SHIVWITS BAND OF PAIUTES
RESOLUTION NUMBER 2026-05**

Re: Approving Site Plan, Lease Boundary Exhibits, and Scope of Permitted Uses

WHEREAS, the Band Council ("Shivwits Band Council" or "Band Council") of the Shivwits Band of Paiutes (the "Shivwits Band") has the authority, pursuant to the inherent sovereign authority of the Shivwits Band of Paiutes, the Paiute Restoration Act, 76 U.S.C. 782(b), Public Law 96-227; the Indian Reorganization Act of 1934, 25 U.S.C. 5101 et seq., Article VIII of the Constitution of the Paiute Indian Tribe of Utah ("Constitution"), and Article II Section 1 of the Shivwits Band Bylaws ("Shivwits Bylaws" or "Bylaws") to govern the Shivwits Band Reservation; and

WHEREAS, both the Constitution and the Bylaws, Article II, Section 1, provide that the governing body of the Shivwits Band is the Shivwits Band Council; and,

WHEREAS, the Shivwits Band Council may take official action by resolution, pursuant to the Shivwits Bylaws, Article XII, Section 2; and,

WHEREAS, the Shivwits Band Council is dedicated to the conservation and careful development of the Shivwits Band's lands and other resources, pursuant to the Bylaws, Article I; and,

WHEREAS, the Shivwits Band is engaged in a transactional relationship with Reef Capital Partners, LLC, a Delaware limited liability company ("Reef") in furtherance of the development, construction, operation and management of a project consisting of, but not limited to, golf courses, a sports complex, team cabins, stay and play cabins and related amenities, event plazas, site utility upgrades, a Shivwits Band historical museum, tribal cultural preservation amenities, and related facilities (the "Project"); and,

WHEREAS, Reef and the Shivwits Band intend that, for purposes of the Project, the Shivwits Band will lease Shivwits Band lands to the joint development entity ("Joint Development Entity") to be owned by Reef and the Shivwits Holding Corporation ("SHC"), in accordance with a ground lease agreement ("Ground Lease"); and, the Ground Lease shall prohibit the Joint Development Entity from subleasing any portion of the leased ground without SHC's written consent, and the parties intend that the Project will be implemented through a development agreement ("Development Agreement"), which outlines the terms, conditions, and obligations for the development of the Project; and,

WHEREAS, Reef has also presented a site plan for the Project to the Band Council, which reflects the plan for development of the Project on Shivwits Band lands, in order to ensure that the Project is developed in an organized, buildable manner (“Site Plan”); and,

WHEREAS, Reef also has presented to the Band Council two Project boundary exhibits encompassing the total “Leased Premises” under the Ground Lease (together, the “Lease Boundary Exhibits”), which Lease Boundary Exhibits consist of: (1) an area within which the majority of the Project is intended to be developed (the “Project Boundary Exhibit”); and (2) an area consisting of a 90-acre area to be developed for airport use within a 368-acre boundary area separate and apart from the area depicted within the Project Boundary Exhibit (the “Airport Boundary Exhibit”), and a list of permitted uses to be reflected in the terms of the Ground Lease and the Development Agreement (“Scope of Permitted Uses”); and,

WHEREAS, the Shivwits Band Council has determined to approve the Site Plan, Lease Boundary Exhibits, and Scope of Permitted Uses as set forth below.

BE IT RESOLVED BY THE SHIVWITS BAND COUNCIL, for and on behalf of the Shivwits Band, that the Shivwits Band Council hereby authorizes and approves the form, terms, and provisions of the Scope of Permitted Uses (subject to the limitations set forth below), Site Plan, and Lease Boundary Exhibits, attached hereto as Exhibits, for use in the Ground Lease and Development Agreement and other Project documents.

BE IT FURTHER RESOLVED, that notwithstanding the reference to the airport in the Scope of Permitted Uses or Airport Boundary Exhibit, the airport is not considered formally approved until the Band Council approves the same by separate Resolution; notwithstanding the foregoing, the Band Council approves conducting the required leasing environmental review related to the potential airport use and shall also undertake the Reservation community input process.

BE IT FURTHER RESOLVED, the Shivwits Band Council shall provide Reef with written notice of its final determination regarding the airport use prior to the execution of the Ground Lease. If approved by the Band Council, the Leased Premises as defined in the Ground Lease shall include the Airport Boundary Exhibit and an accompanying legal description.

BE IT FURTHER RESOLVED, that the Chairperson of the Shivwits Band is hereby authorized to execute and deliver, on behalf of the Shivwits Band Council and the Shivwits Band any certificate, instrument, or other document for the purpose of certifying or attesting to this Resolution, but any portion of such certificate, instrument, or other document purporting to limit, modify, amend, retract, rescind, invalidate, or nullify this Resolution or any aspect of this Resolution shall be void and of no effect.

BE IT FINALLY RESOLVED, each authorization, approval, order, consent, or the like required in connection with, or as a prerequisite to, the adoption of this Resolution by the Shivwits Band Council has been heretofore obtained and remains in effect, and such adoption as set forth in this Resolution does not violate, contravene, contradict, or circumvent any legal requirements.

Authority for the foregoing Resolution is based on the Band's inherent sovereign authority, the Indian Reorganization Act of June 18, 1934 (48 Stat. 984), as amended and implemented by the Constitution of the Paiute Indian Tribe of Utah, including Article VIII, Sections 2(a)(b)(c)(d) and (j), and the Bylaws of the Shivwits Band of Paiutes, including Articles I, II, VII Section 4, and XII, Sections 1 and 2.

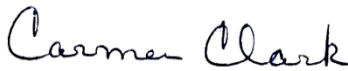


Hope Silvas, Band Chairperson

C-E-R-T-I-F-I-C-A-T-I-O-N

2026-05

It is hereby certified that the foregoing, "Resolution 2026-05" was adopted by the affirmative vote of 4 for and 0 against, at a duly called meeting of the Shivwits Band Council, composed of 4 members of whom 4 members constituting a quorum were present, and 0 absent, held on February 25, 2026.



Councilmember

Attested By: 
Shivwits Secretary

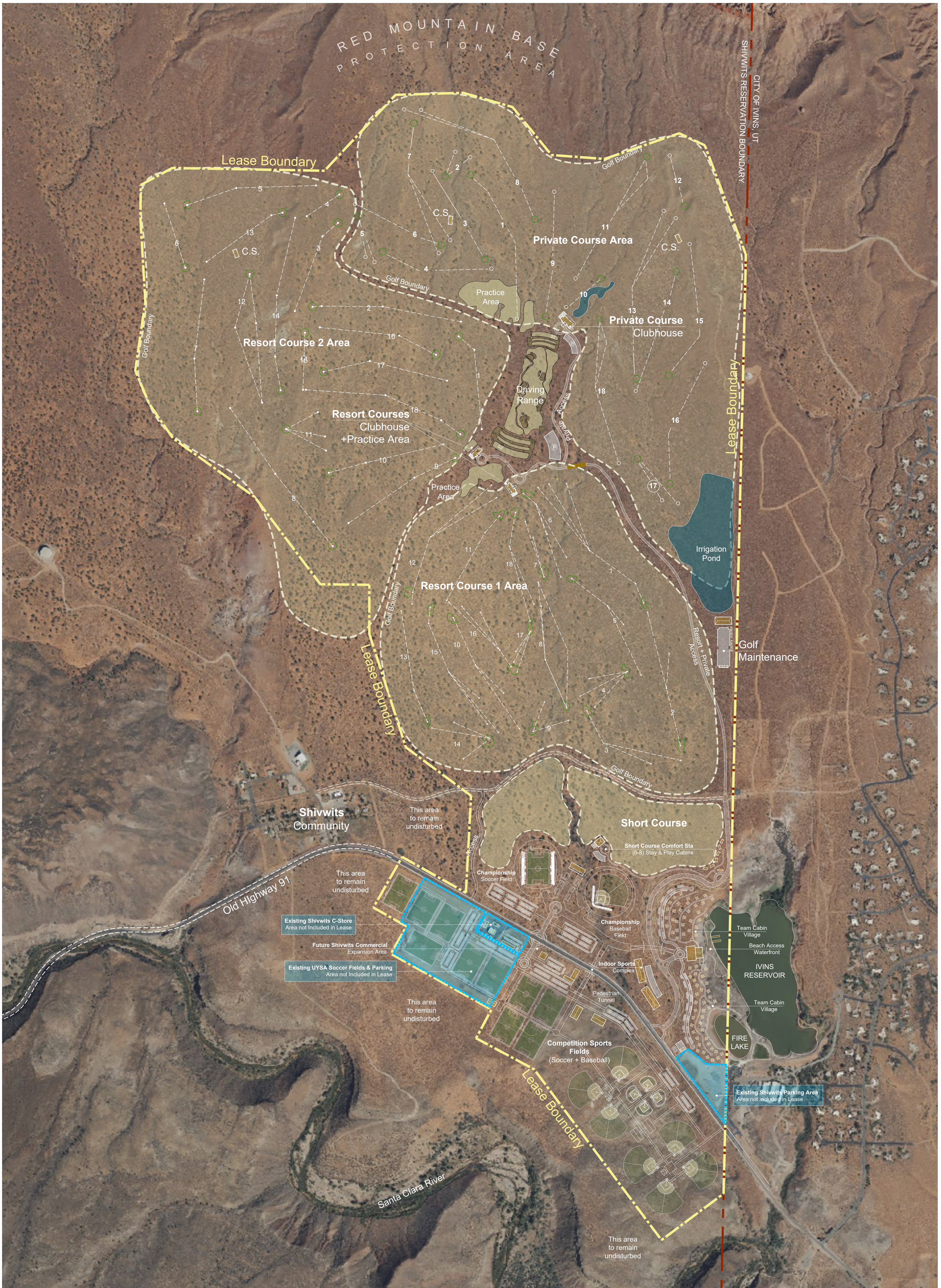


EXHIBIT B

Shivwits Scope within Lease and Dev Agreement

- Hospitality
 - o Team Cabins
 - o Stay and Play Cabins
 - o (No hotel)
- Golf Courses – Limit Disturbance to under 300 acres
 - o Short course
 - o 18 hole private course – Jackson Kahn
 - o 18 hole resort course – TGR
 - o 18 hole resort course – Coore & Crenshaw
 - o Practice Facilities
- Sports Complex
 - o Soccer Fields – Up to 15
 - o Baseball Fields – Up to 15
 - o Championship Arena Soccer and Baseball
 - o Concessions
 - o Sports Maintenance Building
 - o Parking and Security / Event Staging / Sidewalk / Paving
 - o Multiple Indoor Sports Facilities
- Golf Accessory Work
 - o Private Course Clubhouse
 - o Shared Resort Course Clubhouse
 - o Comfort Station (x3)
 - o Golf Maintenance Facility
 - o Irrigation Pond
 - o Storage Reservoir & Domestic Water Tank
- Project Infrastructure
 - o Fencing and Boundaries
 - o Underground Infrastructure (Storm, Irrigation, Trash, Sewer, Franchise Utilities, AV)
 - o Enbridge Gas regulator station and Co-Gen Power Facility
 - o Power Infrastructure (switch vaults, ground sleeves, etc.)
 - o Public Road Improvements within the right of way including Traffic Roundabouts
 - o Driveway approaches (curb cuts, new access locations off main right of way)
 - o Construction Staging
 - o Lighting for Short Course and Fields
 - o Monument and Wayfinding signage
 - o Landscaping, Ponds, Pedestrian Tunnels, Improvements around Ivins Reservoir
- Cultural and Community Improvements – Council Directed
- Airport and related amenities, if later approved by the Council by separate Resolution
- Non-disturbance areas
 - o Areas between the rounded golf course perimeter and the squared off legal description depicted in the site plan and lease boundary exhibits shall remain undisturbed and have only been included to facilitate an efficient legal description