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IN THE UNITED STATES BANKRUPTCY COURT
DISTRICT OF UTAH, CENTRAL DIVISION

In re MT. JORDAN LIMITED PARTNERSHIP, Debtor.	Bankruptcy No. 10-37050 Chapter 11

DISCLOSURE STATEMENT WITH RESPECT TO DEBTOR'S PLAN OF REORGANIZATION DATED JUNE 30, 2011

IMPORTANT

THIS DISCLOSURE STATEMENT IS SUBMITTED TO ALL CREDITORS OF MT. JORDAN LIMITED PARTNERSHIP ENTITLED TO VOTE ON THE PLAN OF REORGANIZATION HEREIN DESCRIBED, AND CONTAINS INFORMATION THAT MAY AFFECT YOUR DECISION TO ACCEPT OR REJECT THE PLAN OF REORGANIZATION. THIS DISCLOSURE STATEMENT IS INTENDED TO PROVIDE ADEQUATE INFORMATION AS REQUIRED BY THE BANKRUPTCY CODE AS TO THE PLAN OF REORGANIZATION. ALL CREDITORS ARE URGED TO READ THE DISCLOSURE STATEMENT AND ATTACHMENTS WITH CARE AND IN THEIR ENTIRETY.

THIS PROPOSED VERSION OF THE DISCLOSURE STATEMENT HAS NOT BEEN APPROVED BY THE BANKRUPTCY COURT UNDER SECTION 1125(b) OF THE BANKRUPTCY CODE AS CONTAINING ADEQUATE INFORMATION FOR USE IN CONNECTION WITH THE SOLICITATION OF ACCEPTANCES OR REJECTIONS OF THE AMENDED CHAPTER 11 PLAN DESCRIBED HEREIN. ACCORDINGLY, THE FILING AND DISSEMINATION OF THIS PROPOSED DISCLOSURE STATEMENT ARE NOT INTENDED AND SHOULD NOT IN ANY WAY BE CONSTRUED AS A SOLICITATION OF VOTES ON THE PLAN, NOR SHOULD THE INFORMATION CONTAINED HEREIN BE RELIED UPON FOR ANY PURPOSE BEFORE A DETERMINATION IS MADE BY THE BANKRUPTCY COURT THAT THE PROPOSED DISCLOSURE STATEMENT CONTAINS ADEQUATE INFORMATION.

1. PRELIMINARY STATEMENTS

1.1 General Information Concerning Disclosure Statement and Plan

Mt. Jordan Limited Partnership (the "Debtor" or "Mt. Jordan") submits this Disclosure Statement under section 1125 of the Bankruptcy Code and Bankruptcy Rule 3016. The purpose of this Disclosure Statement is to disclose information adequate to enable creditors who are entitled to vote to arrive at a reasonably informed decision in exercising their rights to vote on the Plan of Reorganization (the "Plan"). A copy of the Plan is attached hereto as Exhibit 1. Capitalized terms used but not defined in this Disclosure Statement shall have the meanings assigned to them in Article I of the Plan or in the Bankruptcy Code and Bankruptcy Rules. All section references in this Disclosure Statement are to the Bankruptcy Code unless otherwise indicated.

The Debtor has promulgated the Plan consistent with the provisions of the Bankruptcy Code. The purpose of the Plan is to provide the maximum recovery for creditors and equity security holders considering the assets, liabilities and anticipated funds of the Debtor available for distribution.

This Disclosure Statement is not intended to replace a careful review and analysis of the Plan, including the specific treatment of Claims under the Plan. It is submitted as an aid and supplement to your review of the Plan to explain the terms of the Plan. Every effort has been made to explain fully various aspects of the Plan as they affect creditors. If any questions arise, the Debtor urges you to contact its counsel to attempt to resolve your questions. You may, of course, wish to consult with your own counsel.

1.2 Disclaimers

NO SOLICITATION OF VOTES HAS BEEN OR MAY BE MADE EXCEPT PURSUANT TO THIS DISCLOSURE STATEMENT AND SECTION 1125 OF THE BANKRUPTCY CODE, AND NO PERSON HAS BEEN AUTHORIZED TO USE ANY INFORMATION CONCERNING THE DEBTOR TO SOLICIT ACCEPTANCES OR REJECTIONS OF THE PLAN OTHER THAN THE INFORMATION CONTAINED IN THIS DISCLOSURE STATEMENT. CREDITORS SHOULD NOT RELY ON ANY INFORMATION RELATING TO THE DEBTOR OTHER THAN THAT CONTAINED IN THIS DISCLOSURE STATEMENT AND THE EXHIBITS ATTACHED.

EXCEPT AS SET FORTH IN THIS DISCLOSURE STATEMENT AND THE EXHIBITS, NO REPRESENTATION CONCERNING THE DEBTOR, ITS ASSETS, PAST OPERATIONS, OR CONCERNING THE PLAN IS AUTHORIZED, NOR ARE ANY SUCH REPRESENTATIONS TO BE RELIED UPON IN ARRIVING AT A DECISION WITH RESPECT TO THE PLAN. ANY REPRESENTATIONS MADE TO SECURE ACCEPTANCE OR REJECTION OF THE PLAN OTHER THAN AS

CONTAINED IN THIS DISCLOSURE STATEMENT SHOULD BE REPORTED TO COUNSEL FOR THE DEBTOR.

UNLESS ANOTHER TIME IS SPECIFIED, THE STATEMENTS CONTAINED IN THIS DISCLOSURE STATEMENT ARE MADE AS OF THE DATE HEREOF. NEITHER DELIVERY OF THIS DISCLOSURE STATEMENT NOR ANY EXCHANGE OF RIGHTS MADE CONCERNING THE DISCLOSURE STATEMENT AND THE PLAN SHALL UNDER ANY CIRCUMSTANCES IMPLY THAT THERE HAS BEEN NO CHANGE IN THE FACTS SET FORTH HEREIN SINCE THE DATE OF THE DISCLOSURE STATEMENT AND THE MATERIALS RELIED UPON IN PREPARATION OF THE DISCLOSURE STATEMENT WERE COMPILED.

WHILE THE INFORMATION PROVIDED HEREIN IS BELIEVED RELIABLE, THE DEBTOR HAS NOT UNDERTAKEN TO VERIFY OR INVESTIGATE SUCH INFORMATION, AND MAKES NO REPRESENTATION AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION.

DISTRIBUTION OF THIS DISCLOSURE STATEMENT SHOULD NOT BE CONSTRUED AS ANY REPRESENTATION OR WARRANTY AT ALL, EITHER EXPRESS OR IMPLIED, BY THE DEBTOR OR ITS PROFESSIONAL CONSULTANTS THAT THE PLAN IS FREE FROM RISK, THAT THE ACCEPTANCE OF THE PLAN WILL RESULT IN A RISK-FREE RESTRUCTURING OF THE DEBTOR'S OBLIGATIONS OR THAT THE OBLIGATIONS OF THE DEBTOR AS RESTRUCTURED BY THE PLAN WILL BE FULLY PERFORMED IN THE FUTURE WITHOUT RISK OF FURTHER DEFAULT.

THE APPROVAL BY THE BANKRUPTCY COURT OF THIS DISCLOSURE STATEMENT DOES NOT CONSTITUTE AN ENDORSEMENT BY THE BANKRUPTCY COURT OF THE PLAN OR A GUARANTEE OF THE ACCURACY OR THE COMPLETENESS OF THE INFORMATION CONTAINED HEREIN.

THIS DISCLOSURE STATEMENT AND THE PLAN ATTACHED SHOULD BE READ IN THEIR ENTIRETY BEFORE VOTING ON THE PLAN. FOR THE CONVENIENCE OF HOLDERS OF CLAIMS, THE TERMS OF THE PLAN ARE SUMMARIZED IN THIS DISCLOSURE STATEMENT, BUT ALL SUMMARIES ARE QUALIFIED IN THEIR ENTIRETY BY THE PLAN, WHICH CONTROLS IN CASE OF ANY INCONSISTENCY.

2. INTRODUCTION

The Debtor's primary asset is approximately 298.75 acres1 of undeveloped land (the "Real Property"), and related water rights, located in Bluffdale, Utah. The Debtor has held the land for many years, and has been attempting for the last several years to liquidate and divest itself of all or significant portions of the Real Property for the benefit of its limited partners. One of the ways it attempted to accomplish the divestiture was through a Development and Property Management Agreement (the "DPMA") the Debtor entered into with Porter's Point, LLC ("Porter's Point") in November 2002. The Debtor intended that pursuant to the DPMA, Porter's Point would obtain development approvals and subdivide the Real Property into several large parcels that would then be sold by the Debtor, with the cooperation and assistance of Porter's Point, to third parties. The results the Debtor desired and anticipated under the DPMA did not materialize, and the Debtor sought and obtained termination and/or rejection of the DPMA pursuant to Section 365 of the Bankruptcy Code during the course of Bankruptcy Case. Porter's Point has filed a general unsecured claim in the Bankruptcy Case asserting claims allegedly in excess of $29 million arising under the DPMA. The Debtor believes that the allowable amount (if any) of the claim of Porter's Point in the Bankruptcy Case is far less that the amount asserted in its proof of claim, but believes that Porter's Point is by far the largest (and appears to be the only) claimant holding a general unsecured claim against the Debtor.

In July 2006, at the urging of and in cooperation with Porter's Point, the Debtor granted a deed of trust (the "Zions Trust Deed") to Zions First National Bank ("Zions Bank") on 145 acres of the Real Property (the "Zions Collateral") to secure a loan made by Zions Bank to an affiliate of Porter's Point (the "Zions Loan"). The Zions Loan matured in March 2010 and as a result, during the past 18 months the Debtor has increased its efforts in attempting to liquidate enough of its Real Property to pay the Zions Loan and remove the encumbrance of the Zions Trust Deed from its Real Property. A recent professional appraisal obtained by the Debtor indicates that Zions Bank is fully secured and has a substantial equity cushion in the Zions Collateral, but the Zions Loan is now accruing default interest at 15% per annum and the accruing default interest is eroding the Debtor's substantial equity position in the Zions Collateral. Zions Bank has asserted a secured claim of $5,790,526.41 as of the Petition Date, and Zions Bank is by far the largest (and appears to be the only) claimant holding a secured claim against the Debtor. Due to several adverse factors, including primarily the severe economic recession and downturn in the real estate market during the past few years, the Debtor has been unable to liquidate its Real Property and remove the Zions Trust Deed as a lien on the Zions Collateral.

Through means of the Plan, including the Sale/Option Agreement that is a central feature of the Plan, the Debtor will be able to liquidate all or portions of its Real Property in a logical and sequential manner that preserves and enhances the value of the Real Property, pay the Zions Loan in full and retire the Zions Trust Deed within a relatively short time frame, pay all creditors

[1] Earlier in the Bankruptcy Case the Debtor indicated that it owned approximately 293.91 acres of land. According to a more recent land survey, the Debtor's total acreage is approximately 298.75.

in full, and maximize the value of the Equity Interests for the benefit of its limited partners. The Debtor believes that if a plan of reorganization accomplishing these objectives is not confirmed and a less favorable alternative such as liquidation under Chapter 7 of the Bankruptcy Code becomes necessary, the value of the Equity Interests would be greatly reduced and the Debtor's ability to pay unsecured creditors in full may be jeopardized.

3. SUMMARY OF PLAN

This summary of the Plan is qualified in its entirety by reference to the Plan itself, a copy of which is attached as Exhibit 1 to this Disclosure Statement. If the Court confirms the Plan, and in the absence of any applicable stay, and all other conditions set forth in the Plan are satisfied, the Plan will take effect on the Effective Date—i.e., the later of: (i) 30 days after the Confirmation Date, or (ii) the day on which all conditions precedent to the occurrence of the Effective Date as set forth in section 9.1 of the Plan have been satisfied or waived. The Plan refers to and is based largely on the Sale/Option Agreement, a copy of which is attached to the Plan as Exhibit 1 thereto. In the event of any inconsistencies between the terms and provisions of Plan and the Sale/Option Agreement, the Sale/Option Agreement controls.

Administrative Expense Claims are generally paid in full in Cash on the later of (i) the date such Administrative Expense Claim becomes "Allowed" (as defined in the Plan), and (ii) the Effective Date. Holders of Administrative Expense Claims may agree to a different treatment under the Plan. If the Debtor disputes any portion of an Administrative Expense Claim, the Debtor shall pay such Claim within 30 days after the entry of a Final Order with respect to the allowance of such disputed Administrative Expense Claim. As of the date of this Disclosure Statement, the Debtor is not aware of any significant unpaid Administrative Expense Claims other than those of Professionals, which amounts are disclosed in the Debtor's Monthly Operating Reports filed in the Bankruptcy Case.

Priority Tax Claims are paid either (i) upon such terms as may be agreed to between the Debtor and such holder of an Allowed Priority Tax Claim, (ii) in full in Cash on the later of (x) the Effective Date or (y) the date that such Allowed Priority Tax Claim would have been due if the Bankruptcy Case had not been commenced, or (iii) in regular, semiannual installment payments commencing on the Effective Date, in the amount of such Allowed Priority Tax Claim, plus interest at the rate prescribed by Bankruptcy Code § 511, through and including the fifth anniversary of the Petition Date. As of the date of this Disclosure Statement, the Debtor is not aware of any significant unpaid Priority Tax Claims. The Debtor believes that property taxes assessed on the Real Property and payable to Salt Lake County for 2010 and prior years have been paid in full.

Class 1 under the Plan consists of the Zions Claim. Zions Bank will retain its Lien on the Zions Collateral and shall release such collateral from the Zions Trust Deed at the Zions Release Price ($75,000 per acre) when and as Zions Bank receives payments on the Zions Claim. The Zions Claim will be paid in full, with interest accruing at 7% per annum after the Effective Date, by no later 60 months after the Effective Date. Zions Bank, as holder of the Zions Claim, will

receive substantial interim payments on the Zions Claim as and when portions of the First Parcel are sold by 4 Independence totaling approximately $3,648,000 by no later than 24 months after the Effective Date. The Debtor also will attempt to pay down the Zions Claim from sources other than the Zions Collateral, including attempting to sell (after seeking and obtaining the consent of 4 Independence to the extent required under the Sale/Option Agreement) other real property of the Debtor that is not part of the Zions Collateral, and will pay to Zions Bank, in order to further reduce the balance of the Zions Claim, at least 75% of the net cash proceeds realized by the Debtor from any such sale until the Zions Claim is fully paid. Under the Plan, Zions Bank cannot take any enforcement action, including but not limited to foreclosure, with respect to the Zions Trust Deed and its Lien unless the Zions Claim is not fully paid within 60 months after the Effective Date. Finally, as an alternative to the treatment of the Zions Claim as specified above, Zions Bank may elect to receive title from the Debtor on the Effective Date to (or to receive relief from the automatic stay as part of the Confirmation Order with respect to) up to 80 acres of the Zions Collateral (reflecting appraised value of approximately $75,000 per acre of the Debtor's real property and an amount of approximately $6,000,000 for the Zions Claim) on the Effective Date as full payment of the Zions Claim and in exchange for a full release of the Zions Trust Deed, with the location of such acreage to be determined by the Debtor and Zions Bank with the written consent of 4 Independence, which consent shall not be unreasonably withheld, as specified in the Sale/Option Agreement.

Class 2 under the Plan consists of the Porter's Point Claim and any other General Unsecured Claims that may exist. Allowed Claims in Class 2 shall be paid in full by the Debtor after (but only after) the Zions Claim has been paid in full, or shall be paid as agreed by the Debtor and the holder of any such Claim if such parties agree to a compromise of such Claim that is approved by the Bankruptcy Court on or prior to the Effective Date. The source of funds for the payment of Class 2 Claims shall be all unencumbered funds of the Debtor, specifically including the net proceeds of sales of the Debtor's real property pursuant to the Sale/Option Agreement after full payment of the Zions Claim. The Porter's Point Claim is the only Class 2 Claim that has been filed in the Bankruptcy Case and is the only Class 2 Claim of which the Debtor is aware. After the Allowed amount (if any) of the Porter's Point Claim has been determined by the Bankruptcy Court (or by agreement between the Debtor and Porter's Point with approval from the Bankruptcy Court), and after the Zions Claim has been paid in full, the Porter's Point Claim shall be paid (pro rata with other Allowed Class 2 Claims, if any) as and when the Debtor receives net proceeds from additional sales of its Real Property until the full amount of the Allowed Class 2 Claims have been paid in compliance with 11 U.S.C. §§ 1129(a)(7) and 1129(b)(2)(B)(i).

Class 3 under the Plan consists of the Equity Interests in the Debtor (i.e., the partnership units held by the Debtor's limited partners). Each record holder of an Equity Interest shall retain its interest in the Debtor, as the Reorganized Debtor, on and after the Effective Date. The Debtor may make distributions to the holders of Equity Interests on account of their Equity Interests only (i) after all Allowed Claims have been paid in full or (ii) if all Allowed Claims other than the Allowed amount of the Porter's Point Claim have been paid in full, as and when agreed to by the Debtor and Porter's Point pursuant to any agreement approved by the Bankruptcy Court

between the Debtor and Porter's Point; provided, however, that the Debtor shall be entitled (but not obligated) to reimburse such holders for any income tax liabilities which directly arise from taxable income generated by the Reorganized Debtor.

The Debtor reserves its right to prosecute any and all Claims and Causes of Action held by the Estate.

4. THE DEBTOR

4.1 History of the Debtor and Its Assets and Liabilities

4.1.1 Land Acquisition

The Debtor is not a real estate developer or land speculator. Mt. Jordan has owned the Real Property for many decades. In 1957, Griffith R. Kimball invited several relatives, friends and friends of relatives to invest money into an entity initially known as Mt. Jordan Corporation, whose purpose was to save the family farm of Ted Stewart from being repossessed by his bank. The investors were given shares in Mt. Jordan Corporation, and Ted Stewart was also given shares representing his equity in his farm and cows. The property lies near the south end of Salt Lake Valley on the west side of the 1-15 corridor at "Point-of-the-Mountain" where Utah Valley and Salt Lake Valley meet. A few additional purchases brought the acreage to over 700 acres of land.

Wells were dug on the property and proved up, and within a few years a lease agreement was made with Geneva Rock Products, Inc. ("Geneva") to mine sand and gravel located on roughly the south half of the property above the Draper Irrigation Canal. The property north of the canal was farmed for many years. The water from the proved-up wells was used to provide irrigation water to supplement the canal water on the north part of the property as well as to provide water for the sand and gravel operation.

In 1977, the corporation was dissolved and Mt. Jordan Limited Partnership formed as its successor. Royalties from Geneva were distributed over the years to shareholders of Mt. Jordan Corporation and then to limited partners of Mt. Jordan.

Over time some limited partners sold their partnership units, mainly to family and friends, and some units were gifted to family members or acquired by inheritance from the estates of deceased partners. As of the Petition Date, there were 156 limited partners (including the four general partners) who own the 144,527 outstanding units of the limited partnership. Limited partner ownership varies from 10 units (0.0069%) of one partner to 10,294 units (7.1225%) of another partner. The four current general partners are Golden K. Berrett, Gerald 0. Greenwood, Griffith Lyn Kimball and Jay L Webb, with Mr. Kimball serving as managing general partner.

In 1983, Mt. Jordan gifted to the Boy Scouts of America ("BSA") about 80 acres of its land on the southwest part of the property which could not be farmed but which contained some

sand and gravel. BSA used the property as a day camp. Several years later when BSA relocated its day camp to the Tooele area, it sold its property in Bluffdale to Geneva.

In 1988, Mt. Jordan entered into a twenty-year lease agreement (later amended to include three additional years) with Lake Mountain Turf Farms (now BioGrass Sod Farms, Inc.) ("BioGrass") to lease 262 acres north of the canal to be used as a turf farm (the "Turf Farm Lease") from which Mt. Jordan has derived a small income. The lease expires December 31, 2011.

In 1998, Mt. Jordan sold the property south of the Draper Irrigation Canal (about 346 acres, including land traded for units owned) to Geneva. The net sale proceeds less a small reserve were distributed to limited partners over the period of the purchase agreement.

Also in the late 1990s, Mt. Jordan acquired the Draper Irrigation Canal right-of-way abutting the south end of the property and extending from Pony Express Road (frontage road) to just west of the pump house on the East Jordan Canal.

These actions left Mt. Jordan with approximately 298.75 acres of land as of the Petition Date, consisting of: (a) approximately 262 acres under lease to BioGrass; (b) approximately 26.5 acres zoned for sand and gravel (referred to as the "Gravel Pit"); and (c) approximately10.25 acres on the west end going over the slope leading down to and across the East Jordan Canal.

4.1.2 Agreement with Porter's Point

In November 2002, Mt. Jordan entered into the DPMA with Porter's Point. Porter's Point represented itself as having experience and expertise in real estate development, and it owned or later acquired (either directly or through entities controlled by one or more of its principals) interests in real property (the "Horseshoe Property") adjacent to the Mt. Jordan Real Property. As of the Petition Date, two individuals, Mark Shea and Ron Thorne, each own half of the membership interests in Porter's Point.

The DPMA provided, in general, that Porter's Point would obtain development approvals for the Mt. Jordan Real Property, prepare feasibility and marketing studies necessary for establishing a marketing strategy for the property, and assist Mt. Jordan in the sale of substantial portions of the property. The DPMA further provided that upon the sale of any of the property, a base price of $55,000 per acre would be paid first to Mt. Jordan, that brokerage fees would be paid next, that Porter's Point would next be entitled to reimbursement for certain project expenses, and finally that any remaining sale proceeds would be shared equally between Mt. Jordan and Porter's Point.

By order entered May 13, 2011, the Bankruptcy Court approved the Debtor's rejection of the DPMA under Section 365 of the Bankruptcy Code, to the extent the DPMA had not been terminated previously.

Meanwhile, in October of 1999, prior to the DPMA, Mt. Jordan had entered into an agreement to sell its real property to E-P and Companies of Nevada, Inc. ("EPN"), with a contemplated closing date of January 31, 2001. However, that agreement was not consummated and litigation ensued. In 2003, a Utah state court ruled that EPN had the right to purchase the property under the parties' agreement, but after the ruling, EPN did not attempt to close the transaction. However, the court ruling remained a significant cloud on Mt. Jordan's title to its property. After the DPMA was executed, Mt. Jordan, Porter's Point, and EPN engaged in negotiations, and in 2006, EPN agreed to accept $4,450,000 in full settlement of any rights, claims and interest in and to the Mt. Jordan Property.

Mt. Jordan asserts that Porter's Point agreed, in April of 2005, to pay half of the cost of the litigation with EPN, including any settlement cost. Porter's Point disputes that assertion. However, in 2006, Ron Thorne Construction, Inc. ("RTC"), an entity controlled by Ron Thorne (a member of Porter's Point), obtained the Zions Loan in the principal amount of $5.4 million from Zions Bank to fund the settlement with EPN and an interest reserve to provide for certain loan payments. Ron Thorne personally guaranteed the loan. Mt. Jordan granted the Zions Trust Deed on the Zions Collateral (145 acres of its Real Property) as collateral for the Zions Loan to RTC. EPN was paid $4,450,000 per the terms of the settlement agreement.

In 2007, the City of Bluffdale executed that certain *Development Agreement for Independence at Bluffdale* dated December 11, 2007 (the "Bluffdale Development Agreement") approving the "Independence of Bluffdale" project (the "Project") for development of the Mt. Jordan Real Property and the Horseshoe Property. The Bluffdale Development Agreement does not mention Mt. Jordan specifically, and was obtained by Porter's Point in the name of "Artemis Investments, LLC," an entity believed to be controlled by Mark Shea (a member of Porter's Point).

4.1.3 **Zions Collateral**

The Zions Loan matured in March 2010. Zions Bank commenced the non-judicial foreclosure process by recording a Notice of Default against the property on July 2, 2010. Negotiations with Zions Bank ensued, and no foreclosure sale took place prior to the Petition Date. The filing of Mt. Jordan's bankruptcy petition stayed the foreclosure process.

Zions Bank filed a proof of claim in the Bankruptcy Case asserting a Secured Claim in the amount of $5,790,526.41, secured by the Zions Collateral.

The Zions Loan documents indicate that Zions Bank is entitled to charge default interest of 15% per annum to its borrower, RTC, and that the Zions Trust Deed secures all payments owed by RTC on the Zions Loan. The Zions Bank proof of claim indicates that default interest is accruing at the daily rate of approximately $2,247.76 (approximately $68,000 per month) on and after the Petition Date.

4.2 Sale Efforts

The Debtor, working cooperatively with Porter's Point and on its own, through the services of its real estate broker, Trace Barney Real Estate Services, LLC ("TB Real Estate"), has actively been marketing and attempting to sell the Real Property, or portions of it, for many months prior to the Petition Date, and continuing after the Petition Date. Several potential purchasers were identified and expressed interest in purchasing portions of the property, some to the point of signing letters of intent memorializing certain potential deal terms, but none of the interested parties proposed a transaction as favorable to Mt. Jordan as those described below.

In July 2010, Mt. Jordan entered into a contract (the "July 2010 Contract") to sell approximately 267 acres of the Real Property to 4 Independence on terms substantially similar to a later sale agreement with 4 Independence that is described below. Porter's Point assisted in the negotiation of, and specifically approved, Mt. Jordan's proposed sale to 4 Independence under the July 2010 Contract, and Porter's Point also had its own contract to sell the Horseshoe Property to 4 Independence at the same time. For various reasons, including problems with the Porter's Point piece of the combined transaction, 4 Independence later decided not to proceed with the purchase at that time and allowed the July 2010 Contract (and its contract with Porter's Point) to expire.

Thereafter, Mt. Jordan and Porter's Point continued their joint efforts to sell the Real Property and the Horseshoe Property, and obtained another potential buyer ("Potential Buyer") that executed separate purchase agreements with Porter's Point and Mt. Jordan in November 2010. Mt. Jordan's agreement with the Potential Buyer proposed a sale of the Sale Property on terms similar to the July 2010 Contract.

Mt. Jordan extended and revised its agreement with the Potential Buyer several times during January and February 2011, anticipating that it would seek approval from the Bankruptcy Court for the proposed transaction as soon as the Potential Buyer obtained committed financing, but the Potential Buyer ultimately decided to allow its purchase agreement with Mt. Jordan to expire in late February 2011.

Upon expiration of its agreement with Potential Buyer, Mt. Jordan again approached 4 Independence about a potential purchase. 4 Independence executed a new purchase agreement on March 3, 2011 (the "March 2011 Contract"), to purchase approximately 267 acres of the Real Property (based substantially on the July 2010 Contract), and Mt. Jordan sought approval of that proposed sale by a motion filed with the Bankruptcy Court on March 7, 2011 (Docket No. 41) for total consideration of approximately $20,230,000. Ultimately, however, 4 Independence was unable to obtain the necessary financing to complete the transaction, and the Debtor filed with the Bankruptcy Court on May 3, 2011 a notice indicating that 4 Independence had terminated the agreement (Docket No. 71).

After termination of the March 2011 Contract, the Debtor continued its efforts to market its property and identify potential purchasers for all or portions of the Real Property. Given the

economic environment and extreme difficulties in the residential housing markets, and the Debtor's past experience in attempting to market and sell portions of the Real Property, and based on the recent professional appraisal obtained by the Debtor, the Debtor understands that it is very difficult at this time for interested developers and other potential purchasers to obtain financing for such a large tract of raw land as that owned by the Debtors. Therefore, the Debtor made the determination, based on its business judgment, that a sale of its land in phases to a reputable developer would be the best way to preserve value for its creditors and holders of Equity Interests. The Sale/Option Agreement is the result of that determination by the Debtor.

4.3 Significant Events During the Bankruptcy Case.

Since the Petition Date, the Debtor has filed various motions and papers with the Bankruptcy Court, participated in various Bankruptcy Court hearings and preformed its duties as a "debtor in possession" pursuant to the Bankruptcy Code, and conducted various other business, administrative, marketing and reorganization activities, including but not limited to: (i) obtaining approval from the Bankruptcy Court to engage various professionals, including Parsons Kinghorn Harris as Debtor's counsel, TB Real Estate as real estate broker, Appraisal Group, Inc. as appraiser, and Wiggins & Co. as accountants; (ii) negotiating, documenting, and seeking Bankruptcy Court approval of the March 2011 Contract and related matters; (iii) negating and documenting the Sale/Option Agreement; (iv) terminating and obtaining rejection under Section 365 of the Bankruptcy Code of the DPMA; (v) obtaining an extension from the Bankruptcy Court of the periods of exclusivity for the Debtor to file and obtain acceptances of a plan of reorganization; (vi) soliciting interest from and meeting and negotiating with various potential buyers of the Real Property; (vii) working with a land surveyor and title company to obtain accurate descriptions of the Debtor's property and title-related issues; and (viii) negotiating with Porter's Point and Zions Bank regarding the potential for settling their Claims and issues relating to the Bankruptcy Case.

5. LIQUIDATION AND FINANCIAL ANALYSIS

5.1 Best Interest of Creditors and Comparison with Chapter 7 Liquidation

In the event the Bankruptcy Case were to be converted to a case under Chapter 7 of the Bankruptcy Code, the Debtor would be required to cease all operations, and a Chapter 7 trustee would be appointed to liquidate the estate's assets. The Debtor's primary assets are the Real Property, which was recently appraised at $22,000,000 (approximately $75,000 per acre). Thus, the Debtor believes there is ample value in the Estate to fully pay all Allowed Claims. However, because a Chapter 7 trustee would likely attempt to sell the Real Property quickly at a discounted price that would be significantly less than the consideration to be received under the Sale/Option Agreement to approved as part of Plan confirmation, a Chapter 7 liquidation would likely result in recoveries for unsecured creditors' recoveries far less than what is proposed under the Plan and Sale/Option Agreement. Therefore, the Debtor believes the Plan is in the best interest of its creditors. A liquidation analysis prepared by the Debtor is attached hereto as Exhibit 2.

5.2 Porter's Point Claim

Although the Porter's Point Claim asserts claims against the Debtor in excess of $29 million, the Debtor intends to object to and vigorously contest the amount of the Porter's Point Claim (unless the Debtor reaches a settlement with Porter's Point). The Debtor believes that the Allowed amount of the Porter's Point Claim (if any) likely will be less than 10% of the amount asserted in the Porter's Point Claim.

5.3 The Sale/Option Agreement

The Sale/Option Agreement is an integral part of the Plan, and provides a means for liquidating the Real Property at a price of $107,000 per acre, a significant increase over the appraised value of $75,000 per acre.

5.4 Feasibility of the Plan

A forecast of projected sales timelines and prices is attached as Exhibit 3 to this Disclosure Statement. The Debtor believes that the forecast is reasonable and realistic, and it demonstrates that the Plan is feasible. The Debtor will provide updated information regarding the projected sales and feasibility prior to the hearing on confirmation of the Plan.

Although the Debtor believes the projects and forecast set forth in Exhibit 3 are reasonable and feasible, it should be noted that they are based upon estimates and assumptions that, although developed and considered reasonable by the Debtor and its advisors, are inherently subject to significant economic and competitive uncertainties and contingencies beyond the Debtor's control. Although every attempt has been made to provide reasonable and supportable projections, any projection of future events is subject to inherent uncertainty and risk. Accordingly, there can be no assurance that the projected performance reflected in the projections will be realized. It must be recognized that the Plan, and the projections and information provided in the Disclosure Statement and exhibits, are not immune to market conditions, and it is possible that the projected market conditions will not improve, or could even decline over the next several years. The Plan does not constitute a risk-free restructuring of debt.

5.5 Funds Sufficient for Payments Required Under the Plan

On the Effective Date of the Plan, the Debtor will be required to fund payments to Professionals and other holders of Allowed Administrative Expenses, and has the option to pay in full at that time all Allowed Priority Tax Claims. The Debtor has sufficient liquid investment funds at this time, and believes it will have sufficient funds on the Effective Date, to pay all Allowed Administrative Expense Claims and all Allowed Priority Tax Claims on the Effective Date. As shown in the most recent monthly operating report filed by the Debtor with the Bankruptcy Court, as of May 31, 2011, the Debtor's cash and investment reserves totaled approximately $205,000. The Debtor believes that there are no accrued and unpaid administrative expenses, except for those incurred by the Debtor for the post-petition services of

the Debtor's court-approved accountants (Wiggins & Co.), appraiser (Appraisal Group, Inc.) and attorneys (Parsons Kinghorn Harris), and certain expense reimbursements and management/partnership fees owed for post-petition services of the Debtor's general partners. The accrued and unpaid fees and costs are approximately $4,000 as of June 30, 2011 for the accountants; approximately $84,000 as of May 31, 2011 (less approximately $23,000 held as a retainer) for the attorneys; approximately $7,500 as of June 30, 2011 for the appraiser; and approximately $16,000 as of June 30, 2011 for the general partner expenses and management fees.

5.6 Risks Inherent in the Plan

The confirmation of the Plan carries inherent risks based on the Reorganized Debtor's ability to effectuate the terms of the Plan and the ability of the purchaser under the Sale/Option Agreement, 4 Independence, to purchase, develop and sell significant portions of the Real Property. As with any business venture, the future performance of the Debtor and 4 Independence is subject to economic, financial, legal, political, catastrophic and other conditions and contingencies beyond the Debtor's control or anticipation. Among other things, the ability to sell the Real Property is affected by the demand for residential, commercial and mixed-use real estate in the southern portion of Salt Lake County, and is subject to competition from other land owners.

Notwithstanding the foregoing, which the Debtor views as ordinary business risks for its industry and geographic location, the Debtor is confident that it can return to a normal course of business shortly after confirmation of the Plan. The causes of the Debtor's bankruptcy filing, which are described above, have been resolved through the debt adjustment process of the Plan. Accordingly, the Debtor does not believe that the Reorganized Debtor will present any increased business risk to creditors under the Plan.

5.7 Alternative Plans of Reorganization

If the Plan is not confirmed, another party in interest in the case might attempt to formulate and propose a different plan or plans. Such plans could potentially propose a reorganization and continuation of the Debtor's business, an orderly liquidation of its assets, or a combination thereof. To date, the Debtor has not received any concrete suggestions for alternate plans. The Debtor believes that a forced short-term liquidation of its property, given current market conditions, would yield far less for its unsecured creditors and limited partners than as proposed in the Plan.

5.8 Risk Factors

Both the ability to achieve confirmation of the Plan, and consummation of the Plan, are subject to a number of risks, as noted above. In addition, there are certain risks inherent in the Chapter 11 process. If certain standards set forth in the Bankruptcy Code are not met, the Bankruptcy Court will not confirm the Plan even if creditors accept the Plan. Although the

Debtor believes that the Plan meets such standards, there can be no assurance that the Bankruptcy Court will reach the same conclusion. If the Bankruptcy Court were to determine that such requirements were not met, it could require the Debtor to resolicit acceptances, which could delay and/or jeopardize confirmation of the Plan. The Debtor believes that the solicitation of votes on the Plan will comply with section 1126(b) of the Bankruptcy Code and that the Plan is confirmable under the standards of the Bankruptcy Code. The Debtor, however, can provide no assurance that modifications of the Plan will not be required to obtain confirmation of the Plan, or that such modifications will not require a resolicitation of acceptances.

5.9 Taxation

5.9.1 Introduction

The following discussion summarizes certain of the important federal income tax consequences of the transactions described herein and in the Plan. This discussion is for informational purposes only and does not constitute tax advice. This summary is based upon the Internal Revenue Code and the Treasury Regulations promulgated thereunder, including judicial authority and current administrative rulings and practice. Neither the impact on foreign holders of claims and equity interests nor the tax consequences of these transactions under state and local law is discussed. Also, special tax considerations not discussed herein may be applicable to certain classes of taxpayers, such as financial institutions, broker-dealers, life insurance companies and tax-exempt organizations. Furthermore, due to the complexity of the transactions contemplated in the Plan, and the unsettled status of many of the tax issues involved, the tax consequences described below are subject to significant uncertainties. No opinion of counsel has been obtained and no ruling has been requested from the Internal Revenue Service ("IRS") on these or any other tax issues. There can be no assurance that the IRS will not challenge any or all of the tax consequences of the Plan, or that such a challenge, if asserted, would not be sustained. **HOLDERS OF CLAIMS AGAINST AND EQUITY INTERESTS IN THE DEBTOR ARE THEREFORE URGED TO CONSULT WITH THEIR TAX ADVISORS REGARDING THE FEDERAL, STATE, LOCAL AND FOREIGN TAX CONSEQUENCES OF THE TRANSACTIONS DESCRIBED HEREIN AND IN THE PLAN.**

To ensure compliance with requirements imposed by the IRS in Circular 230, we inform you that this communication (including any attachments) and any tax advice contained in this communication is not intended or written to be used, and cannot be used, for the purpose of (i) avoiding penalties under the Internal Revenue Code or (ii) promoting, marketing, or recommending to another party any transaction or other matter addressed.

5.9.2 Tax Consequences to the Debtor

Cancellation of Indebtedness. Generally, the Debtor will realize cancellation of debt ("COD") income to the extent that the Debtor pays a creditor pursuant to the Plan an amount of consideration in respect of a Claim against the Debtor that is worth less than the amount of such

Claim. For this purpose, the amount of consideration paid to a creditor generally will equal the amount of cash or the fair market value of property paid to such creditor. Because the Debtor will be in a bankruptcy case at the time the COD income is realized (if any is realized), the Debtor will not be required to include COD income in gross income, but rather will be required to reduce tax attributes by the amount of COD income so excluded. The Debtor anticipates that, after the reduction of tax attributes as a consequence of the realization of COD income, the Debtor may have remaining net operating losses ("NOLs") and built-in losses. Moreover, Section 382 of the IRC could substantially limit, or deny in full, the availability of the Debtor's net operating loss and tax credit carry forwards as a result of the transactions contemplated under the Plan.

In addition, the Debtor is a Utah limited partnership, and its tax attributes pass through to its limited partners. As a result, any tax consequences to the Debtor should not adversely affect the Plan, but would instead be realized through the limited partners' individual tax situations. The Debtor recommends that the limited partners obtain independent tax advice concerning the effect of the Plan on their individual tax situation. The Plan provides for the Debtor, if it elects in its sole discretion to do so, to reimburse the limited partners for any income tax liability they incur as a direct result of the Debtor's income.

5.9.3 Tax Consequences to Creditors

In General. The federal income tax consequences of the implementation of the Plan to a holder of a Claim will depend, among other things, on: (a) whether its Claim constitutes a debt or security for federal income tax purposes, (b) whether the claimant receives consideration in more than one tax year, (c) whether the claimant is a resident of the United States, (d) whether all the consideration by the claimant is deemed by be received by that claimant as part of an integrated transaction, (e) whether the claimant reports income using the accrual or cash method of accounting, and (f) whether the holder has previously taken a bad debt deduction or worthless security deduction with respect to the Claim.

Gain or Loss on Exchange. Generally, a holder of an Allowed Claim will realize a gain or loss on the exchange under the Plan of its Allowed Claim for cash and other property in an amount equal to the difference between (i) the sum of the amount of any cash and the fair market value on the date of the exchange of any other property received by the holder (other than any consideration attributable to accrued but unpaid interest on the Allowed Claim), and (ii) the adjusted basis of the Allowed Claim exchanged therefor (other than basis attributable to accrued but unpaid interest previously included in the holder's taxable income). Any gain recognized generally will be a capital gain (except to the extent the gain is attributable to accrued but unpaid interest or accrued market discount, as described below) if the Claim was a capital asset in the hand of an exchanging holder, and such gain would be a long-term capital gain if the holder's holding period for the Claim surrendered exceeded one (1) year at the time of the exchange. Any loss recognized by a holder of an Allowed Claim will be a capital loss if the Claim constitutes a "security" for federal income tax purposes or is otherwise held as a capital asset. For this purpose, a "security" is a debt instrument with interest coupons or in registered form.

5.10 Information Reporting and Backup Withholding

Under the backup withholding rules of the Internal Revenue Code, holders of Claims may be subject to backup withholding at the rate of 31 percent with respect to payments made pursuant to the Plan unless such holder (i) is a corporation or comes within certain other exempt categories and, when required, demonstrates this fact, or (ii) provides a correct taxpayer identification number and certifies under penalties of perjury that the taxpayer identification number is correct and that the holder is not subject to backup withholding because of a failure to report all dividends and interest income. Any amount withheld under these rules will be credited against the holder's federal income tax liability. Holders of Claims may be required to establish exemption from backup withholding or to make arrangements with respect to the payment of backup withholding.

5.11 Importance of Obtaining Professional Assistance

THE FOREGOING IS INTENDED TO BE A SUMMARY ONLY AND IS NOT A SUBSTITUTE FOR CAREFUL TAX PLANNING WITH A TAX PROFESSIONAL. THE FEDERAL, STATE, AND FOREIGN TAX CONSEQUENCES OF THE PLAN ARE COMPLEX AND, IN MANY AREAS, UNCERTAIN. ACCORDINGLY, EACH HOLDER OF A CLAIM OR EQUITY INTEREST IS STRONGLY URGED TO CONSULT WITH HIS OWN TAX ADVISOR REGARDING SUCH TAX CONSEQUENCES.

5.12 Absolute Priority Rule

The Debtor believes that the Plan complies with the "absolute priority rule," and should be confirmed. Nevertheless, there is a risk that the Bankruptcy Court would find that the Plan does not comply with the "absolute priority rule" and that the Plan may not be confirmed for that reason. In simplest terms, under the "absolute priority rule" holders of equity interests may not retain their interests unless unsecured creditors are paid in full. This rule is codified in Bankruptcy Code § 1129(b)(2), which provides that a plan is fair and equitable with respect to a class of interests if the plan provides that "the holder of any interest that is junior to the interests of such class will not receive or retain under the plan on account of such junior interest any property."

If the holders of Unsecured Claims reject the Plan, the Debtor believes that the Plan may nevertheless be confirmed because it complies with the "absolute priority rule. If the "absolute priority rule" is not satisfied, then an accepting vote of the holders of Unsecured Claims is required to confirm the Plan.

6. CAUSES OF ACTION

The Debtor reserves its right to identify and bring lawsuits based on preferential transfers, fraudulent transfers, post-petition transfers, other Avoidance Actions, and any other actions. To the extent all Allowed Claims are paid in full as contemplated under the Plan, the Debtor does not intend to bring any Avoidance Actions. Nevertheless, any and all avoidance actions and rights pursuant to sections 542, 543, 544, 545, 547, 548, 549, 550 and 553 of the Bankruptcy Code and all causes of action under state, federal or other applicable law shall be retained and may be prosecuted or settled by the Debtor.

Under the Plan, the Debtor's rights to object to all Claims and Interests asserted against the Estate and all of the Debtor's or Estate's Causes of Action, including without limitation: (1) the Debtor's Causes of Action asserted in any adversary proceeding or other litigation that may be pending as of the Confirmation Date; and (2) any and all other Claims and Causes of Action that the Debtor holds preconfirmation, shall vest in the Estate.

The Plan provides that unless a Claim or Cause of Action against any Person is expressly waived or released in the Plan or any Final Order of the Bankruptcy Court, the Estate expressly reserves such Claim or Cause of Action for later adjudication (including without limitation, Claims and Causes of Action not specifically identified or which the Debtor may presently be unaware or which may arise or exist by reason of additional facts or circumstances unknown to the Debtor at this time or facts and circumstances which may change or be different from those which the Debtor now believes to exist) and, therefore, no preclusion doctrine, including without limitation, the doctrines of *res judicata*, collateral estoppel, issue preclusion, claim preclusion, waiver, estoppel (judicial, equitable, or otherwise) or laches shall apply to such Claims or Causes of Action upon or after the confirmation or consummation of the Plan based on the Disclosure Statement, the Plan, or the Confirmation Order, except where such Claims or Causes of Action have been expressly released in the Plan or other Final Order of the Bankruptcy Court.

7. VOTING PROCEDURES AND REQUIREMENTS

7.1 Ballots and Voting Deadline

A ballot to be used to vote to accept or reject the Plan is enclosed with this Disclosure Statement. A creditor who is voting must (1) carefully review the ballot and instructions thereon, (2) complete and execute the ballot indicating the creditor's vote to either accept or reject the Plan, and (3) return the executed ballot to the address below.

Pursuant an Order of the Bankruptcy Court, in order to be counted for voting purposes ballots for the acceptance or rejection of the Plan must be received by counsel for the Debtor by 4:00 p.m. prevailing Mountain Standard Time, on _____ ___, 2011, at the following address:

Mt. Jordan Limited Partnership
c/o Ballot Tabulation
Parsons Kinghorn Harris
111 East Broadway, 11th Floor
Salt Lake City, Utah 84111

7.2 Creditors Entitled to Vote

Each holder of an Allowed Claim in an impaired Class which retains or receives property under the Plan is entitled to vote separately to accept or reject the Plan.

7.3 Nonconsensual Confirmation

If any impaired Class entitled to vote does not accept the Plan, or if any impaired class is deemed to have rejected the Plan, the Debtor reserves the right (i) to seek confirmation of the Plan under Section 1129(b) of the Bankruptcy Code, and (ii) to amend the Plan to the extent necessary to obtain entry of a Confirmation Order.

7.4 Voting Procedures

All voting procedures are described in the Bankruptcy Court's Order (i) Approving Disclosure Statement with Respect to the Plan, (ii) Establishing Voting Record Date, (iii) Approving Solicitation Procedures, Forms of Ballots, and Manner of Notice, and (iv) Fixing the Deadline for Filing Objections to Confirmation of the Plan, entered _____ ___, 2011.

7.5 Vote Required for Class Acceptance.

The Bankruptcy Code defines acceptance of a plan of reorganization by a class of Claims as the acceptance by holders of at least two-thirds (2/3) in dollar amount and more than one-half in number of the allowed Claims of the class actually voting to accept or reject the proposed plan of reorganization.

8. CONCLUSION

The Plan provides a clear and achievable path for the full payment of all Allowed Claims, and provides the best opportunity under the circumstances for the Debtor to preserve and enhance the value of the Debtor's property for the benefit of the holders of Equity Interests. **THE DEBTOR STRONGLY URGES ALL IMPAIRED CREDITORS TO VOTE TO ACCEPT THE PLAN**.

Dated: June 30, 2011

Parsons Kinghorn Harris
A Professional Corporation

/s/ Steven C. Strong
Steven C. Strong
Attorneys for the Debtor

EXHIBIT 1

PLAN OF REORGANIZATION

[*Filed concurrently herewith*]

EXHIBIT 2

LIQUIDATION ANALYSIS

[*Forthcoming*]

EXHIBIT 3

PROJECTED SALES TIMELINE AND PRICES

[*Forthcoming*]