

Upon Recording Return to:
Parr Brown Gee & Loveless
101 South 200 East, Suite 700
Salt Lake City, Utah 84111
Attention: Lamont Richardson
101805-JPF

12770860
5/11/2018 3:58:00 PM \$42.00
Book - 10673 Pg - 8961-8975
ADAM GARDINER
Recorder, Salt Lake County, UT
COTTONWOOD TITLE
BY: eCASH, DEPUTY - EF 15 P.

PARKING EASEMENT

This Parking Easement (this "**Agreement**") is made this 11th day of May, 2018, by and between BG VISTA OFFICE 8, L.C., a Utah limited liability company, having an address at 101 South 200 East, Suite 200, Salt Lake City, Utah 84111 ("**Vista 8**") and BG VISTA OFFICE 10, L.C., a Utah limited liability company, having an address at 101 South 200 East, Suite 200, Salt Lake City, Utah 84111 ("**Vista 10**"). Vista 8 and Vista 10 may each be referred to herein individually as a "**Party**" and collectively as the "**Parties**."

RECITALS

A. Vista 8 is the owner a parcel of real property more particularly described on Exhibit A attached hereto and made a part hereof (the "**Vista 8 Parcel**").

B. Vista 10 is the owner of certain parcels of real property more particularly described on Exhibit B attached hereto and made a part hereof (collectively, the "**Vista 10 Parcel**"). The Vista 8 Parcel and the Vista 10 Parcel are referred to herein individually as a "**Parcel**" and collectively as the "**Parcels**."

C. The Parcels are adjacent pieces of real property.

D. Vista 8 has requested that Vista 10 grant an easement appurtenant to the Vista 8 Parcel which permits the Benefited Parties (defined below) of the Vista 8 Parcel to park within certain areas on the Vista 10 Parcel, and Vista 10 has agreed to grant such easement.

NOW, THEREFORE, for the foregoing purposes, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

AGREEMENT

1. Definitions. Certain terms which are used in this Agreement are defined in this Agreement prior to this Section. In addition to those previously defined terms, the following terms shall have the meanings indicated.

(a) "**Access Areas**" means all areas within the Vista 10 Parcel intended to be used at any time and from time to time as traffic lanes, driveways, sidewalks, walkways or similar areas for ingress and egress of vehicles and pedestrians, but does not include any portion of the Vista 10 on which a Building or Related Improvement is located at any time or from time to time.

(b) **“Benefitted Parties”** means the Owner of the Vista 8 Parcel its Occupants and their respective employees, customers, guests, invitees and licensees.

(c) **“Building or Related Improvement”** means a building or other principal structure on the Vista 10 Parcel (including, without limitation, all extensions or projections thereof, all structures or facilities accessory or integral thereto, and any garages, platforms or docks, storage tanks, canopies or overhangs, porches, enclosed malls, and similar items).

(d) **“Mortgage”** means a recorded mortgage, deed of trust or other security agreement creating a lien on an Owner’s interest in a Parcel or a portion of a Parcel as security for the payment of indebtedness.

(e) **“Mortgagee”** means the mortgagee, beneficiary or other secured party under a Mortgage.

(f) **“Occupant”** means any Person that, by virtue of a contract to purchase, a lease, a rental arrangement, a license or any other instrument, agreement, contract, document, understanding or arrangement is entitled to or does occupy, possess or use any Parcel or portion of any Parcel.

(g) **“Owner”** means the Person that, at the time concerned, is the owner of record in the office of the County Recorder of Salt Lake County of a fee interest in any Parcel or portion of any Parcel. In the event that, at any time, more than one Person owns the fee interest in a Parcel, they shall constitute one (1) Owner, and liability of each such Person for performance or compliance with the applicable provisions of this Agreement shall be joint and several. Notwithstanding any applicable theory relating to a mortgage, deed of trust, or like instrument, the term “Owner” shall not mean or include a Mortgagee unless and until such Person has acquired fee title to the Parcel encumbered by a Mortgage pursuant to foreclosure, trustee’s sale or any arrangement or proceeding in lieu thereof.

(h) **“Parking Areas”** means those areas of the Vista 10 Parcel which are cross hatched on Exhibit “C” attached hereto and made a part hereof, and contain the Required Parking Stalls.

(i) **“Person”** means a natural person or a legal entity.

(j) **“Required Parking Stalls”** means one hundred twenty-two (122) parking stalls, three (3) of which parking stalls shall be located next to the building on the Vista 8 Parcel and will be marked reserved as accessible parking stalls which meet the requirements of the Americans with Disabilities Act.

2. Grant of Easements. Vista 10 hereby grants to Vista 8 a perpetual non-exclusive easement for vehicular parking upon, over and across the Parking Areas located on the Vista 10 Parcel, together with a perpetual non-exclusive easement for vehicular and pedestrian access over the Access Areas between the Parking Areas and the Vista 10 Parcel, which easements are appurtenant to the Vista 8 Parcel and are for the benefit of the Benefitted Parties of the Vista 8 Parcel.

3. Parking Areas. The Owner of the Vista 10 Parcel shall be permitted to alter, relocate or change the configuration of the Access Areas and/or Parking Areas on the Vista 10 Parcel at any time and from time to time but only upon strict compliance with the provisions of this Section.

(a) Any proposed alteration, relocation or other change shall comply with all applicable laws, rules regulations and ordinances.

(b) Any proposed alteration, relocation or other change shall not, without the prior written consent of the Owner of the Vista 8 Parcel and the Mortgagee of the Vista 8 Parcel: (i) permanently reduce the number of parking stalls located within the Parking Area below the Required Parking Stalls; (ii) unreasonably impact the rights of the Benefitted Parties of the Vista 8 Parcel; or (iii) modify or unreasonably obstruct any direct Access Areas between the Vista 8 Parcel and the Vista 10 Parcel.

(c) The Owner of the Vista 10 Parcel shall pay the entire cost of such alteration, relocation or change.

(d) The Owner of the Vista 10 Parcel will not perform any work on, or stage any work from, the Vista 8 Parcel without the consent of the Owner of the Vista 8 Parcel. In connection with obtaining such consent to any alteration, relocation or other change, the Owner of the Vista 10 Parcel shall provide copies of its preliminary plans to the Owner of the Vista 8 Parcel prior to commencing such work for review and approval by the Owner of the Vista 8 Parcel, which consent shall not be unreasonably withheld, conditioned or delayed so long as such changes, alterations or relocations otherwise comply with Sections 3(a) to and including (c) above. If the Owner of the Vista 10 Parcel (the "**Submitting Owner**") submits a preliminary plan to the Owner of the Vista 8 Parcel (the "**Consenting Owner**") for its consent as required by this subsection (d), such preliminary plan shall be deemed approved if not disapproved in writing within twenty (20) days of the delivery of the preliminary plans to the Consenting Owner. In the event a Consenting Owner disapproves of such preliminary plans, the Consenting Owner shall, within such twenty (20) day period, deliver to the Submitting Owner the Consenting Owner's written objections to the preliminary plans which objections shall include a reasonably detailed description of what changes, if made, would cause the Consenting Owner to give its approval of the preliminary plans. The Submitting Owner shall, to the extent the Submitting Owner agrees with the Consenting Owner's requested changes, revise the preliminary plans and resubmit them to the Consenting Owner for its approval in accordance with the procedures set forth above in this subsection (d).

4. Maintenance of Parking Areas.

The Owner of the Vista 10 Parcel shall be responsible for the initial installation and subsequent operation, management, equipping, lighting, repair, replacement and maintenance of the Parking Areas, which shall be maintained in good working condition. Such obligations will include (but will not be limited to) the following:

(a) resurfacing of walkway, roadways, and drives;

(b) keeping the surface of any walkways, roadways, Parking Areas and drives in a smooth and evenly covered condition with the type of surfacing material originally installed or such substitute as will, in all respects, be equal in quality, use and durability;

(c) cleaning, sweeping, debris removal, disposal of rubbish and debris, removal of soil and stone washed into such easement areas and all other tasks necessary to maintain such areas in a clean, safe and orderly condition;

(d) maintenance of all curbs, landscape enclosures, fences and retaining walls in good condition and repair; and

(e) placing, keeping in repair and replacing any necessary and appropriate directional signs, markers and lines and keeping in repair and replacing when necessary such artificial lighting facilities and lighting fixtures as will be reasonably required.

5. Maintenance Costs.

(a) All costs incurred by the Owner of the Vista 10 Parcel for the operation and maintenance of the Parking Areas and other parking areas on the Vista 10 Property including, without limitation, all insurance maintained with respect to the Parking Areas but excluding Taxes paid with respect to the Parking Areas ("**Maintenance Costs**") shall be shared between the Owners as provided herein. In connection with performing its obligations under this Agreement, the Owner of the Vista 10 Parcel may hire or subcontract with third Persons, provided, if such Persons are affiliated with the Owner of the Vista 10 Parcel such contracts must be on terms similar to those obtained on an arm's length basis.

(b) The Owner of the Office 8 Parcel agrees to pay its proportionate share of out of pocket Maintenance Costs actually incurred by the Owner of the Vista 10 Parcel during each calendar year, plus a management fee payable to the Owner of the Vista 10 Parcel in the amount equal to five percent (5%) of all of the Maintenance Costs (the "**Management Fee**"). The Management Fee shall be included in the Maintenance Costs. The portion of the Maintenance Costs which the Owner of the Office 8 Parcel is obligated to pay shall be calculated by multiplying the Maintenance Costs by a fraction, the numerator of which is the parking stalls in the Parking Areas and the denominator of which is all parking stalls on the Vista 10 Parcel. The Owner of the Office 8 Parcel shall pay to the Owner of the Vista 10 Parcel in equal monthly payments, in advance, on the first day of each calendar month, the Owner of the Vista 8 Parcel's share of Maintenance Costs (as calculated pursuant to this subsection) based upon the amount set forth in the approved Budget, or the Budget from the prior calendar year plus an increase of five percent (5%) for each line item (or with respect to insurance, the actual amount of such insurance on the Parking Areas) if the Budget for the current calendar year has not been approved in accordance with this Section 5.

(c) Maintenance Costs shall not include: (i) any late charges or fees or any cost, fee, fine, penalty or similar charge arising out of or resulting from any violation by the Owner of the Vista 10 Parcel or its tenants, subtenants, contractor, agents or employees; (ii) any charge in maintaining, operating, repairing or insuring the Building, or any Taxes payable with respect to the Building or other areas on the Vista 10 Parcel; (iii) any costs of constructing the

Parking Areas or any Building on the Vista 10 Parcel; (iv) any costs for promotional, marketing, seasonal or holiday events of any type; (v) any costs to clean up or repair the Parking Areas resulting from any construction, maintenance or replacement of any Building; (vi) any landscaping costs; (vii) any costs resulting from or arising out of the repair or replacement of items covered by warranties or guaranties; (viii) other than for a resurfacing, resealing and restriping of the Parking Areas which are considered maintenance items, any cost for replacement which is a "capital improvement" or any other capital costs or improvements, all of which is the sole responsibility of the Owner of the Vista 10 Parcel; (ix) the Owner of the Vista 10 Parcel's profit, administrative and overhead costs (other than the Management Fee); and (x) principal, interest, amortization or depreciation.

(d) No later than thirty (30) days prior to the commencement of a calendar year, the Owner of the Vista 10 Parcel shall provide the Owner of the Office 8 Parcel an estimated budget for the next succeeding calendar year (the "**Budget**"). If the Owner of the Office 8 Parcel believes a charge for a particular line item in the Budget is excessive, the Owner of the Office 8 Parcel shall notify the Owner of the Vista 10 Parcel of such belief, and thereupon the Owner of the Vista 10 Parcel shall obtain no fewer than two (2) competitive bids from capable contractors for such function. Unless the existing provider's cost is lower, the lowest acceptable bidder shall be utilized as soon as the contract with the existing provider can be terminated without penalty. Notwithstanding the foregoing, the Owner of the Vista 10 Parcel shall not be required to accept a low bid pursuant to this subsection if the Owner of the Vista 10 Parcel has a commercially reasonable basis for not accepting it. The Budget shall reasonably identify each of the categories of Maintenance Costs to be incurred.

(e) If the Owner of the Office 8 Parcel disapproves of the proposed Budget, the Owner of the Office 8 Parcel shall give written notice to the Owner of the Vista 10 Parcel within thirty (30) days of the Owner of the Vista 10 Parcel's delivery of such Budget (the "**Budget Objection Notice**"), which Budget Objection Notice shall include a reasonably detailed description of what changes, if made, would result in the Owner of the Office 8 Parcel approving the proposed Budget. If a Budget Objection Notice is not delivered to the Owner of the Vista 10 Parcel within such thirty (30) day period, the Budget shall be deemed approved. If a Budget Objection Notice is delivered to the Owner of the Vista 10 Parcel within such thirty (30) day period, the Owner of the Vista 10 Parcel shall revise the Budget and resubmit the Budget to the Owner of the Office 8 Parcel for its approval in accordance with the procedure set forth above. If a Budget for the next calendar year is not approved by January 15th of a calendar year; until the approval of the Budget for such next calendar year the Budget from the prior calendar year shall be used, plus an increase of five percent (5%) for each line item (or with respect to insurance, the actual amount of such insurance on the Parking Areas).

(f) The Owner of the Vista 10 Parcel shall use its commercially reasonable efforts to operate and maintain the Parking Areas in accordance with the then current Budget.

(g) Within one hundred twenty (120) days after each calendar year, the Owner of the Vista 10 Parcel shall furnish the Owner of the Office 8 Parcel with a written reconciliation statement comparing the actual Maintenance Costs payable by the Owner of the Office 8 Parcel during the previous calendar year against the amounts paid by the Owner of the Office 8 Parcel during the previous calendar year. If the annual reconciliation statement indicates that Maintenance

Costs paid by the Owner of the Office 8 Parcel for any year exceeded the actual Maintenance Costs owing by the Owner of the Office 8 Parcel during such year, the Owner of the Vista 10 Parcel shall promptly pay the amount of such excess to the Owner of the Office 8 Parcel. If the annual reconciliation statement indicates that Maintenance Costs paid by the Owner of the Office 8 Parcel for any year is less than the actual Maintenance Costs owing by the Owner of the Office 8 Parcel for such calendar year, the Owner of the Office 8 Parcel shall pay to the Owner of the Vista 10 Parcel any such deficiency within thirty (30) days of the Owner of the Office 8 Parcel's receipt of such reconciliation statement.

(h) For a period of one (1) year after the date of receipt of a reconciliation statement, the Owner of the Office 8 Parcel shall have the right to audit the Owner of the Vista 10 Parcel's books and records pertaining to the operation and maintenance of the Parking Areas for the calendar year covered by such reconciliation statement. The Owner of the Office 8 Parcel shall notify the Owner of the Vista 10 Parcel of the Owner of the Office 8 Parcel's intent to audit at least fifteen (15) days prior to the designated audit date. The Person performing such audit shall be an employee of the Owner of the Office 8 Parcel or a certified public accountant that is not paid on a contingency basis. If such audit discloses any error in the determination of Maintenance Costs, or any allocation thereof, the Owner of the Office 8 Parcel shall provide the Owner of the Vista 10 Parcel with a copy of the audit, and an appropriate adjustment shall be made forthwith. The cost of any audit shall be paid by the Owner of the Office 8 Parcel unless the Owner of the Office 8 Parcel shall be entitled to a refund in excess of five percent (5%) of the amount calculated by the Owner of the Vista 10 Parcel for the applicable calendar year, in which case the Owner of the Vista 10 Parcel shall pay the cost of such audit. If the Owner of the Vista 10 Parcel disputes such audit, the Owner of the Vista 10 Parcel and the Owner of the Office 8 Parcel shall work in good faith to resolve such dispute. If such dispute shall not have been settled by agreement, the parties to the dispute shall submit the dispute to binding arbitration within ninety (90) days after the delivery of the results of the audit. Pending the determination of such dispute by agreement or arbitration as aforesaid, the Owner of the Office 8 Parcel shall continue to pay Maintenance Costs in accordance with the Owner of the Vista 10 Parcel's statement, and such payment shall be without prejudice to the Owner of the Office 8 Parcel's position. If the dispute shall be determined in favor of the Owner of the Vista 10 Parcel, the Owner of the Vista 10 Parcel shall, within thirty (30) days of the dispute, refund to the Owner of the Vista 10 Parcel the amount of any overpayment. The Owner of the Vista 10 Parcel agrees to grant the Owner of the Office 8 Parcel reasonable access to the Owner of the Vista 10 Parcel's books and records relating to the Parking Areas for the purpose of verifying the Maintenance Costs.

6. No Subordination. Neither of the parties to this Agreement shall cause the benefits of this Agreement to be subordinated to any subsequent Mortgage, lien or encumbrance, it being the intent of the parties that the respective rights created hereunder are intended to benefit the respective tracts specified.

7. Further Assurances. Each Owner shall execute any such further documentation reasonably required to confirm the rights and obligations of the Owners under this Agreement.

8. Entire Document. This Agreement contains the entire understanding of the Owners with respect to the matters set forth herein and supersedes all prior oral or written understandings relating to the subject matter set forth herein.

9. Counterpart Signatures. This Agreement may be executed in counterparts each of which shall be deemed an original. An executed counterpart of this Agreement transmitted by facsimile shall be equally as effective as a manually executed counterpart.

10. Recording. Upon execution of this Agreement, this Agreement shall be recorded by the Owners in the appropriate real estate recorders office.

11. Covenants to Run with Land. This Agreement and the easements and covenants created by this Agreement are intended by the Owners to be and shall constitute covenants running with the land as to each of the Parcels, and shall be binding upon and shall inure to the benefit of each Owner and any Person who acquires or comes to have any interest in any Parcel, and their respective grantees, transferees, lessees, heirs, devisees, personal representatives, successors, and assigns. This Agreement and all of the easements, covenants, provisions, and requirements hereof shall also inure to the benefit of each and each Person owning any interest in or occupying any portion of a Parcel. Each Owner shall comply with, and all interests in all Parcels shall be subject to, the terms of this Agreement. By acquiring, in any way coming to have an interest in, or occupying a Parcel, the Person so acquiring, coming to have such interest in, or occupying a Parcel, shall be deemed to have consented to, and shall be bound by, each and every provision of this Agreement.

12. Injunctive Relief. Nothing herein shall limit an Owner's right to seek and obtain injunctive or other relief not involving payment of money damages, which right shall be in addition to any and all other rights or remedies allowed under this Agreement or at law or in equity.

13. Enforcement. In the event of a breach of any of the terms, covenants, conditions or restrictions hereof by any Owner of any portion of any Parcel, and if such breach continues for a period of thirty (30) days after the defaulting Owner's receipt of a notice of such breach, or such longer period as may be reasonably required to cure a non-monetary breach provided the defaulting Owner has commenced the cure of such breach with such thirty (30) day period and is diligently prosecuting the cure of such breach, any one or all of the Owners of the other Parcel shall be entitled forthwith and after written notice to such breaching party to perform any of the breaching party's obligations hereunder or to make any payment required hereunder, as the breaching party's attorney-in-fact, and by reason of so doing, the Owner taking such action shall not be liable or responsible for any loss or damage thereby sustained by the breaching party. All actual out of pocket, reasonable costs and expenses incurred by any Owner in performing any of the breaching Owner's obligations or in making any such payment shall be assessed against the defaulting Owner and, upon filing a notice of such assessment in the recorder's office, shall constitute a lien against the real property or the interest therein for which such payment or performance was made, but any such lien shall be and is hereby made subordinate to the lien of any first Mortgage covering any portion of the Parcels. The Owner of a Parcel or any portion of a Parcel shall also have the right to enforce, through any permitted proceeding at law or in equity, the terms, provisions, restrictions and requirements of this Agreement. Any failure to insist upon the strict performance of or compliance with any of the terms, provisions, covenants and requirements of this Agreement shall not result in or be construed to be an abandonment or termination of this Agreement or any waiver of the right to insist upon such performance or compliance with the terms of this Agreement in the future. If any action or proceeding is

brought because of a default under, or to enforce or interpret any of the covenants, provisions, or requirements of, this Agreement the party prevailing in such action or arbitration shall be entitled to recover from the unsuccessful party reasonable attorneys' fees (including those incurred in connection with any appeal), the amount of which shall be fixed by the court or the arbitrator and made a part of any judgment rendered. In addition to the foregoing, if a defaulting Owner shall fail to pay another Owner amounts due by such defaulting Owner within thirty (30) days after delivery of written demand on the defaulting Owner, then: (i) a five percent (5%) late payment fee shall be added to the amount due on the thirty-first (31st) day; and (ii) the unpaid balance shall thereafter accrue interest at the rate of ten percent (10%) per annum.

14. Miscellaneous. This Agreement shall be binding upon and inure to the benefit of the owners, legal and equitable, mortgagees, lienholders, licensees, invited guests, users and employees of each tract, their successors, heirs and assigns, and the covenants and agreements herein contained shall be deemed covenants running with the land, and binding upon the successors, heirs and assign of all parties.

15. No Dedication. Nothing herein contained will be deemed to be a gift or dedication of any portion of the Parcels to the general public or for the general public or for any public purposes whatsoever, it being the intention of the Owners that this Agreement will be strictly limited to and for the purposes herein expressed.

16. No Cancellation. No breach of this Agreement will entitle any Owner to cancel, rescind or otherwise terminate this Agreement, but such limitation will not affect in any manner any other rights or remedies which such Owner may have hereunder by reason of any breach of this Agreement.

17. Survival. If any clause, sentence or other portion of this Agreement will become illegal, null or void for any reason, or will be held by any court of competent jurisdiction to be so, the remaining portions hereof will remain in full force and effect.

18. No Merger. The ownership of the all Parcels by the same party will not affect the termination of this Agreement.

19. Mortgagee Protection. Breach of any of the covenants or restrictions contained in this Agreement will not defeat or render invalid the lien of any Mortgage, but all such covenants and restrictions, subject to the proviso and other qualifications set forth below, shall be binding upon and effective against any Owner whose title thereto is acquired by foreclosure, trustee's sale, deed in lieu of foreclosure or otherwise; provided, however, that any purchaser or acquirer at such foreclosure sale or in respect of a conveyance in lieu thereof shall only be liable for obligations as an Owner which accrue under this Agreement from and after the date of its acquisition of title. A Mortgagee (or any of its affiliates designated by a Mortgagee) which acquires title to a Parcel by foreclosure, deed in lieu of foreclosure, or otherwise, shall not be liable for any obligations that first accrue under this Agreement after such Mortgagee (or designee) transfers title to another Person. Nothing in this Section 19 shall be construed to limit or affect the continuing liability of the Owner of a Parcel for obligations and liabilities arising prior to the date the purchaser or Mortgagee acquires title to the Parcel by foreclosure, deed in lieu of foreclosure, or otherwise.

20. No Third-Party Beneficiary. Except for provisions in this Agreement which are for the benefit of Mortgagees or Permittees, no rights, privileges or immunities set forth herein will inure to the benefit of any customer, employee, guest, licensee or invitee of any Owner, tenant or occupant of any portion of a Parcel, nor will any customer, employee, guest, licensee or invitee of such Owner, tenant or occupant be deemed to be a third-party beneficiary of any of the provisions contained herein.

21. Notices. Any notice, demand, request or other communication required or permitted to be given by an Owner, occupant or tenant of a Parcel to another Owner, occupant or tenant hereunder will be in writing, signed by the party giving the notice, and will be given by delivering the same in person, by a recognized overnight courier service which maintains delivery records (such as Federal Express) or by depositing the same in the United States mail, registered or certified, return receipt requested, first class postage, and postage prepaid. All notices will be sent to the respective mailing addresses of the parties hereto at the address set forth in the first paragraph of this Agreement. Any Owner may change its mailing address at any time by giving written notice of such change to the other Owners in the manner provided herein at least ten days prior to the date such change is effective. Personal service and service by recognized overnight courier service will be deemed to be complete upon receipt and service by mail will be deemed complete on deposit of said notice in the United States mail.

22. Estoppel Certificates. Each Owner will deliver to any other Owner, without charge, within 15 days after request therefor, a written statement setting forth that, to the best of such Owner's knowledge, the requesting Owner is not in default in the performance of any of its obligations under this Agreement (or, if in default, setting forth the nature of such default) and such other information as is customarily required by purchasers and lenders.

23. Other Agreements. Nothing contained in this Agreement will be construed as a limitation on an Owner's right to enter into any supplemental agreement with the grantee or lessee of any Parcel (or portion thereof) on terms and conditions more or less favorable to such grantee or lessee or otherwise different than those contained herein.


[SIGNATURE PAGE IMMEDIATELY FOLLOWS]

IN WITNESS WHEREOF, intending to be legally bound, the parties hereto, execute this Agreement as of the date and year first above written.

VISTA 8:

BG VISTA OFFICE 8, L.C., a Utah limited liability company, by its manager


BG Vista Office 8 Manager, Inc., a Utah corporation

By: 
Name: H. Roger Boyer
Title: President

VISTA 10:

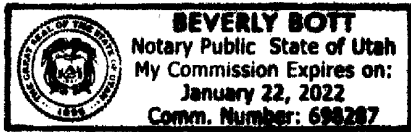
BG VISTA OFFICE 10, L.C., a Utah limited liability company, by its manager

The Boyer Company, L.C., a Utah limited liability company

By: 
Name: H. Roger Boyer
Title: Manager

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

The foregoing instrument was acknowledged before me this 11th day of May, 2018 by H. Roger Boyer, the President of BG Vista Office 8 Managers, Inc., a Utah corporation, the manager of BG Vista Office 8, L.C., a Utah limited liability company, on behalf of the company.

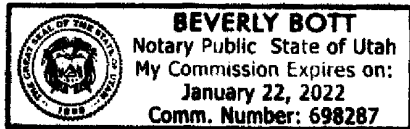


Beverly Bott

Notary Public

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

The foregoing instrument was acknowledged before me this 11th day of May, 2018 by H. Roger Boyer, a Manager of The Boyer Company, L.C., a Utah limited liability company, the manager of BG Vista Office 8, L.C., a Utah limited liability company, on behalf of the company.



Beverly Bott

Notary Public

EXHIBIT A

(Legal Description of Vista 8 Parcel)

The following real property located in Salt Lake County, Utah:

Lot 323, VISTA STATION OFFICE PARK AMENDED, according to the official plat thereof as recorded in the office of the Salt Lake County Recorder on December 2, 2016 as Entry No. 2425765 in Book 2016P at Page 305.

Tax Parcel ID No. 27-36-151-040

EXHIBIT B

(Legal Description of Vista 10 Parcel)

The following real property located in Salt Lake County, Utah:

Lots 326, 327, 328 and 329, VISTA STATION OFFICE PARK AMENDED, according to the official plat thereof, filed in the office of the Salt Lake County Recorder, State of Utah

Tax ID No: 27-36-151-044, 27-36-151-043, 27-36-151-041 and 27-36-151-039

EXHIBIT C

Depiction of Parking Area

[See attached]

138 STALLS
5 ADA STALLS

