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Book - 10281 Pg - 3506-3515
Gary W. Ott
Recorder, Salt Lake County, UT
BENNETT TUELLER JOHNSON DEERE
BY: eCASH, DEPUTY - EF 10 P.

When recorded, return to:

Bennett Tueller Johnson & Deere
3165 East Millrock Drive, Suite 500
Salt Lake City, Utah 84121-5027
Attn: Paul M. Johnson, Esq.

Tax ID Nos: 22-23-251-036-0000
22-23-251-032-0000

SIGNAGE AGREEMENT

THIS SIGNAGE AGREEMENT (this "Agreement") is executed as of the 11th day of December 2014 by EOS AT MILLROCK PARK, LLC, a Delaware limited liability company ("Owner") and MILLROCK DEVELOPMENT, LLC, a Utah limited liability company ("Licensee").

RECITALS

A. Owner is the owner of Lots 1, 2, 3, and 4 of Millrock Park Subdivision, according to the official plat thereof on file and of record in the Salt Lake County Recorder's Office, recorded August 9, 2004, as Entry No. 9141334 in Book 2004P of Plats at Page 221 (collectively, the "Property").

B. Licensee intends to develop Lot 5 of the Millrock Park Subdivision ("Lot 5") as a hotel.

C. Licensee desires to acquire from Owner the right to place signs on certain portions of the Property in connection with Licensee's use of Lot 5, and Owner is willing to grant such right to Licensee, subject to the terms and conditions of this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, the covenants contained herein, the payments to be made by Licensee to Owner pursuant to that certain Parking License Agreement of even date herewith entered into by and between Owner and Licensee, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties hereto agree as follows:

1. Grant of License. Owner hereby grants to Licensee (a) the non-exclusive right over, upon, under and across those portions of the Property described and depicted in the attached Exhibit A (collectively the "Signage Areas") for the purposes of constructing, installing, maintaining, repairing, removing, and replacing signs, with electric lighting if desired by Licensee, related to Licensee's use of Lot 5, (b) the nonexclusive right to install, maintain, use, repair, and replace underground electrical conduit and wiring within and extending through the portions of the Property adjacent to the Signage Areas for the purpose of lighting and operating such signs, and (c)

nonexclusive reasonable ingress and egress rights over and across the Property for the purpose of exercising Licensee's rights under the foregoing clauses (a) and (b) (collectively, the "License").

2. Notice of Installation of Signs; Approval. Licensee shall notify Owner in writing not less than thirty (30) days prior to any installation of any sign pursuant to the License, which notification shall include plans and specifications of the proposed sign and a request for Owner's approval of the same. The design of any sign permitted under the terms of this Agreement shall be consistent with the design of signs in a first-class office complex and consistent with the then-current design of the improvements located within Millrock Park Subdivision. Owner shall have the right to approve any proposed sign and the installation thereof, which approval shall not be unreasonably withheld or conditioned. Failure by Owner to notify Licensee of Owner's approve or disapproval of Licensee's request for any sign within fifteen (15) days following Owner's receipt of the applicable request shall be deemed to be an approval by Owner of such proposed sign.

3. Compliance. No sign installed by Licensee shall violate in any material respect (a) any covenant, condition, or restriction of record that applies to the Property, (b) any applicable law, ordinance, rule, or regulation, or (c) any lease of any portion of the Property existing on the date of this Agreement.

4. Maintenance. All signs (including, without limitation, any required power and electrical sources) installed by Licensee pursuant to the License shall be constructed, maintained, and operated by Licensee at Licensee's sole cost and expense. Owner shall, at Owner's expense, reasonably maintain the Signage Areas and other areas of the Property in such a manner that will not interfere with the visibility of Licensee's signs, including without limitation the clearing or trimming of all vegetation and other landscaping that interfere with clear visibility to both sides of each sign. In the event that Owner fails to maintain such visibility, upon prior written notice to Owner and Owner's failure to correct such interference within fifteen days of Owner's receipt of such notice, Licensee shall have the right to trim or clear any vegetation or other objects that interfere with such visibility.

5. Indemnification. Licensee agrees to indemnify, defend and hold harmless Owner and its officers, contractors, customers, visitors, managers, members, employees, agents, attorneys and representatives from any and all claims, causes of action, damages, fines, judgments, penalties, costs, liabilities, expenses or losses (including without limitation reasonable attorneys' fees and expenses of litigation) arising from or as a result of Licensee's installation, use, operation, and maintenance of any sign installed pursuant to the License. Notwithstanding the foregoing, such indemnification obligation shall not apply with respect to any matter caused by the negligence or misconduct of Owner or its representatives.

6. Insurance. Licensee shall procure and maintain in full force and effect at all times during the term of this Agreement (including any Renewal Term), at Licensee's sole cost and expense, commercial liability insurance, with limits of liability of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate for bodily injury, personal injury and death, and One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate for property damage. Such insurance shall name Owner and any lender holding a deed of trust on the Property (as designated in writing by Owner to Licensee from time to time) as additional insureds thereunder. Such insurance shall also include an

express waiver of any right of subrogation by the insurance company against Owner and its respective agents, employees representatives or contractors which arises or might arise by reason of any payment under such policy or by reason of any act or omission of Owner or its respective agents, employees representatives or contractors, and an agreement by the insurance company that any such policy will not be invalidated should the insured waive in writing prior to a loss any or all right of recovery against any party for losses covered by such policy. The amount of such insurance shall not be construed to limit any liability or obligation of Licensee under this Agreement. Licensee agrees that (i) each such policy shall contain a provision that it may not be canceled or amended without thirty (30) days prior written notice to Owner, and (ii) Owner will be furnished a Certificate of Insurance of each such policy prior to the Commencement Date or the beginning of any Renewal Term.

7. Termination; Restoration. The term of this Agreement will commence on a date (the "**Commencement Date**") designated in a written notice from Licensee to Owner, which written notice shall be given at least thirty (30) days in advance of such Commencement Date, and will terminate twenty-five (25) years from the Commencement Date (the "**Initial Term**"). Upon expiration of the Initial Term, this License shall automatically renew for additional periods of twenty-five (25) years each (each, a "**Renewal Term**") upon the same terms as the Initial Term up to a total of three (3) Renewal Terms, which renewal shall become effective upon the expiration of the Initial Term or the expiration of any preceding Renewal Term, as applicable. Notwithstanding the foregoing or anything stated to the contrary herein, this License may be cancelled by Licensee, without further liability or obligation, for any reason upon ten (10) days' prior written notice to Owner, and shall automatically terminate following the expiration of the 3rd Renewal Term. Upon the termination of this Agreement, Licensee agrees to, at its sole cost and expense, remove all signs (including, without limitation, any required power and electrical sources) installed pursuant to the License and to restore any damage to the Property resulting from such removal.

8. General Provisions.

8.1. Entire Agreement; Modification. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and all prior negotiations and agreements related to such subject matter are superseded hereby. This Agreement may be altered or amended in the future only by the written agreement of the parties.

8.2. Attorneys' Fees. If either party brings suit to enforce or interpret this Agreement or for damages on account of the breach of any provision of this Agreement, the prevailing party shall be entitled to recover from the other party its reasonable attorneys' fees and costs incurred in any such action or in any appeal from such action, in addition to the other relief to which the prevailing party is entitled.

8.3. Force Majeure. Either party shall be excused from performing any obligation set forth in this Agreement, except the payment of money, for so long as (but only for so long as) the performance of such obligation is prevented or delayed by an act of God, weather, avalanche, fire, earthquake, flood, explosion, act of the elements, war, invasion, insurrection, riot, malicious mischief, vandalism, larceny, inability to procure or general shortage of labor, equipment, facilities, materials or supplies in the open market, failure of transportation, strikes, lockouts, order

of government or civil defense authorities or any other cause beyond the control of the party prevented or delayed.

8.4. Notices. All notices, approvals or other communications (collectively, "Notices") required or permitted under this Agreement shall be in writing and shall be sent by one or more of the following: (a) personally delivered, (b) sent by overnight mail (Federal Express or the like), (c) sent by registered or certified mail, postage prepaid, return receipt requested, or (d) sent by facsimile (provided that a follow-up hard copy of the facsimile is sent the same day by one of the other above methods within two (2) business days of the transmission). Notices shall be deemed received upon the earlier of (i) if personally delivered, the day of delivery, to the address of the person to receive such Notice, (ii) if sent by overnight mail, the business day following its deposit in such overnight facility, (iii) if mailed, two (2) business days after the date of posting by the United State Post Office, or (iv) if by facsimile, the date of transmission. If multiple methods of providing notice have been used, the earlier date of deemed notice shall govern. Counsel for a party may give notice or demand on behalf of such party, and such notice or demand shall be treated as being sent by such party. In order to be effective, all Notices must be directed to the appropriate parties as follows:

To Owner: c/o KBS Realty Advisors, LLC
620 Newport Center Drive, Suite 1300
Newport Beach, California 92660
Attention: Tim Helgeson
Telephone: (949) 797-0356
Facsimile: (949) 417-6518

With copies to: James Chiboucas, Esq
620 Newport Center Drive, Suite 1300
Newport Beach, California 92660
Telephone: (949) 417-6555
Facsimile: (949) 417-6523

And to: Greenberg Traurig LLP
620 Newport Center Drive, Suite 1300
Newport Beach, California 92660
Attn: L. Bruce Fischer, Esq.
Telephone: (949) 732-6670
Facsimile: (949) 732-6501

To Licensee: c/o MTC Partners, LTD
P.O. Box 71405
Salt Lake City, Utah 84171
Attention: Steven Peterson
Telephone: (801) 365-2001
Facsimile: (801) 993-1702

With copies to: Nathan Ricks
3400 N. Ashton Blvd., Suite 100
Lehi, UT 84043
Telephone: (801) 231-0066
Facsimile: (801) 768-0503

And to: Bennett Tueller Johnson & Deere
3165 East Millrock Drive, Suite 500
Salt Lake City, Utah 84121-4704
Attention: Paul Johnson, Esq.
Telephone: (801) 438-2000
Facsimile: (801) 438-2050

8.5. Construction. Titles and headings of paragraphs of this Agreement are for convenience of reference only and shall not affect the construction of any provision of this Agreement. All pronouns shall be deemed to refer to the masculine, feminine or neuter, singular or plural, as the identity of the person to whom reference is made may require. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be valid under applicable law; but, if any provision of this Agreement shall be invalid or prohibited under applicable law, such provision shall be ineffective to the extent of such invalidity or prohibition without invalidating the remainder of such provision or the remaining provisions of this Agreement.

8.6. Governing Law. This Agreement shall be governed by, and construed and interpreted in accordance with, the laws (excluding the choice of laws rules) of the state of Utah.

8.7. Successors and Assigns. This Agreement shall inure to the benefit of, and shall be binding on, each Owner and the heirs, personal representatives, successors and assigns of each Owner.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, Owner and Licensee have executed this Agreement as of the date and year first above written.

OWNER:

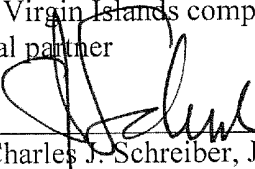
EOS AT MILLROCK PARK, LLC,
a Delaware limited liability company

By: EOS PROPERTIES, LLC,
a Delaware limited liability company,
its sole member and manager

By: EOS INVESTMENT FUND, L.P.,
a Delaware limited partnership,
its sole member

By: POLIS REALTY ADVISORS, LTD.,
a British Virgin Islands company,
its general partner

By:



Charles J. Schreiber, Jr.,
Chief Executive Officer

[Signature page to Signage Agreement]

ACKNOWLEDGMENT

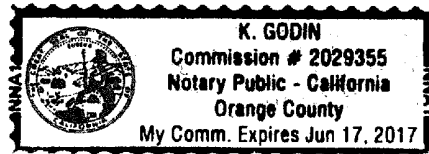
State of California
County of Orange)

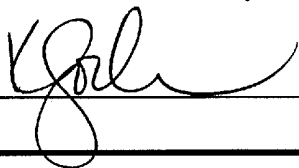
On December 11, 2014 before me, K. Godin, Notary Public
(insert name and title of the officer)

personally appeared Charles J. Schreiber, Jr.,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.



Signature  (Seal)


LICENSEE:

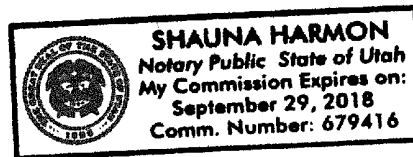
MILLROCK DEVELOPMENT, LLC,
a Utah limited liability company

By: 
Steven Peterson, Manager

STATE OF UTAH)
)ss
COUNTY OF SALT LAKE)

On ~~November~~ ^{December} 10, 2014, before me, a Notary Public in the State of Utah, personally appeared Steven Peterson, a Manager of Millrock Development, LLC, a Utah limited liability company, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.


Notary Public



[Signature and Notary page to Signage Agreement]

EXHIBIT A

LEGAL DESCRIPTION AND DIAGRAM OF SIGNAGE AREAS

SIGN LICENSE AREA 1

BEGINNING NORTH 89°32'57" WEST 1256.76 FEET FROM THE EAST QUARTER CORNER OF SECTION 23, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE NORTH 89°32'57" WEST 43.00 FEET; THENCE NORTH 03°40'42" EAST 97.00 FEET; THENCE SOUTH 89°32'57" EAST 43.00 FEET; THENCE SOUTH 03°40'42" WEST 97.00 FEET TO THE POINT OF BEGINNING.

CONTAINS: 4,164 SQ.FT. OR 0.096 ACRES

SIGN LICENSE AREA 2

BEGINNING NORTH 1195.03 FEET AND EAST 1183.00 FEET FROM THE CENTER OF SECTION 23, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE NORTH 42°54'59" EAST 17.01 FEET TO A POINT ON A NON-TANGENT 805.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 06°00'52" A DISTANCE OF 84.50 FEET (CHORD BEARS SOUTH 44°04'35" EAST 84.46 FEET); THENCE SOUTH 48°55'50" WEST 17.01 FEET TO A POINT ON A NON-TANGENT 788.00 FOOT RADIUS CURVE TO THE LEFT; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 06°00'51" A DISTANCE OF 82.72 FEET (CHORD BEARING NORTH 44°04'36" WEST 82.68 FEET) TO THE POINT OF BEGINNING.

CONTAINS: 1,422 SQ.FT. OR 0.033 ACRES

SIGN LICENSE AREA 3

BEGINNING NORTH 447.59 FEET AND EAST 903.61 FEET FROM THE CENTER OF SECTION 23, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE, AND MERIDIAN AND RUNNING THENCE NORTH 6.47 FEET TO A POINT ON A NON-TANGENT 111.49 FOOT RADIUS CURVE TO THE LEFT; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 40°58'49" A DISTANCE OF 79.74 FEET (CHORD BEARING NORTH 58°04'34" EAST 78.05 FEET); THENCE SOUTH 53°53'58" EAST 10.72 FEET; THENCE SOUTH 42°02'02" WEST 19.36 FEET TO A POINT ON A NON-TANGENT 116.49 FOOT RADIUS CURVE TO THE RIGHT; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 10°52'18" A DISTANCE OF 22.10 FEET (CHORD BEARING SOUTH 48°35'02" WEST 22.07 FEET) TO A POINT ON A NON-TANGENT 48.24 FOOT RADIUS CURVE TO THE RIGHT; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 26°59'02" A DISTANCE OF 22.72 FEET (CHORD BEARING SOUTH 67°34'08" WEST 22.51 FEET); THENCE SOUTH 81°05'09" WEST 24.89 FEET TO THE POINT OF BEGINNING.

CONTAINS: 852 SQ.FT. OR 0.020 ACRES

[ATTACH DRAWING OF SIGN LICENSE AREAS]

