

**THIS INSTRUMENT PREPARED BY
AND WHEN RECORDED, RETURN
TO:**

Winstead PC
500 Winstead Building
2728 N. Harwood Street
Dallas, Texas 75201
Attention: Seth W. Eaton, Esq

GROUND LEASE ESTOPPEL CERTIFICATE

August 30, 2022

ACORE CAPITAL MORTGAGE, LP,
80 E. Sir Francis Drake Blvd., Suite 2A
Larkspur, California 94939
Attention: General Counsel
Email: notices@acorecapital.com

Re: (i) Ground Lease (as amended, the "Ground Lease") more particularly described on Exhibit B-1, currently by and between INDUSTRY SLC NEIGHBORHOOD FOUNDERS, LLC, a Colorado limited liability company, as the tenant thereunder ("Ground Lessee"), and AAM INVESTMENTS LTD., a Utah limited partnership, as landlord thereunder ("Ground Lessor"), demising certain real property located in Salt Lake County, Utah and more particularly described on Exhibit A-1 (the "Ground Lease Property") and (ii) Ground Sublease (Parcel B Parking Structure) (the "Sublease") more

**First American Title Insurance
National Commercial Services
NCS-1117242-CO**

particularly described on Exhibit B-2, currently by and between Ground Lessee, as sublandlord thereunder, and INDUSTRY SLC GARAGE, LLC, a Delaware limited liability company, as subtenant thereunder ("Sublessee") demising the portion of the Ground Lease Property described on Exhibit A-2 (such portion, the "Sublease Property")

Ladies and Gentlemen:

You have advised us that ACORE Capital Mortgage LP, a Delaware limited partnership, in its capacity as Administrative Agent to the Lenders from time to time party to the Mortgage Loan Agreement (defined below) (together with its successors and assigns including any subsequent holders of the Mortgage Loan, "Mortgage Loan Administrative Agent") and such Lenders have proposed to make a loan (the "Mortgage Loan") to Sublessee and Industry Office SLC, LLC, a Delaware limited liability company ("Office Parcel Owner" and, together with Sublessee, the "Mortgage Loan Borrower Parties"). Such Mortgage Loan is evidenced by that certain Loan Agreement among Mortgage Loan Administrative Agent, the Lenders from time to time party thereto, and the Mortgage Loan Borrower Parties (the "Mortgage Loan Agreement"). The Mortgage Loan will be secured by, among other things, a certain first priority Fee and Leasehold Deed of Trust, Assignment of Leases and Rents, Fixture Filing and Security Agreement executed by the Mortgage Loan Borrower Parties, as grantors, for the benefit of Mortgage Loan Administrative Agent (the "Security Instrument"), which Security Instrument will encumber, among other things, the sub-leasehold estate of Sublessee created by the Sublease in the Sublease Property and the improvements now or hereafter located thereon (the "Sub-leasehold Estate").

You have further advised us that ACORE Capital Mortgage LP, a Delaware limited partnership, in its capacity as Administrative Agent to the Lenders from time to time party to the Mezzanine Loan Agreement (defined below) (together with its successors and assigns including any subsequent holders of the Mezzanine Loan, "Mezzanine Loan Administrative Agent" and, collectively with Mortgage Loan Administrative Agent, "Administrative Agent") and such Lenders have proposed to make a loan (the "Mezzanine Loan" and, collectively with the Mortgage Loan, the "Loan") to the sole equity owners of Sublessee and Office Parcel Owner (the "Mezzanine Loan Borrower Parties" and, together with the Mortgage Loan Borrower Parties, the "Borrower Parties"). Such Mezzanine Loan is evidenced by that certain Mezzanine Loan Agreement among Mezzanine Loan Administrative Agent, the Lenders from time to time party thereto, and the Mezzanine Loan Borrower Parties (the "Mezzanine Loan Agreement"). The Mezzanine Loan will be secured by, among other things, a first priority Mezzanine Pledge and Security Agreement executed by the Mezzanine Loan Borrower Parties in favor of Mezzanine Loan Administrative Agent (the "Mezzanine Pledge and Security Agreement"), which Mezzanine Pledge and Security Agreement will create a security interest in and pledge of all direct equity ownership interests in the Mortgage Borrower Parties.

For the purpose of providing information to Administrative Agent and its successors and assigns, with the understanding that they will rely upon the information provided herein, effective as of the date first above written, the undersigned Ground Lessor and Ground Lessee each certifies, covenants, and agrees as follows:

1. Ground Lessor is the fee owner of the Ground Lease Property and is the landlord under the Ground Lease, and there is no mortgage or deed of trust or other liens or encumbrances encumbering the fee simple title to the Ground Lease Property.

2. A true and complete copy of the Ground Lease and of all amendments, modifications, assignments, and non-disturbance agreements related thereto are attached hereto collectively as Exhibit B-1, and, except as reflected on Exhibit B-1, the Ground Lease has not been modified or amended in any other respect. For purposes of recording this Ground Lease Estoppel Certificate (this "Agreement"), only the description of the Ground Lease will be attached as Exhibit B-1 to the recorded counterpart of this Agreement. To the best knowledge of Ground Lessor, no portion of the Ground Lease Property has been subleased except as set forth in the Sublease.

3. A true and complete copy of the Sublease and of all amendments, modifications, assignments, and non-disturbance agreements related thereto are attached hereto collectively as Exhibit B-2, and, except as reflected on Exhibit B-2, the Sublease has not been modified or amended in any other respect. For purposes of recording this Agreement, only the description of the Sublease will be attached as Exhibit B-2 to the recorded counterpart of this Agreement.

4. The Ground Lease is in full force and effect, there is no existing default under the Ground Lease, and there are no events which, with notice or the passage of time or both, would constitute a default under the Ground Lease.

5. There is no defense, offset, claim or counterclaim by or in favor of either party under the Ground Lease.

6. There is no suit, action, proceeding or audit pending or, to the best knowledge of Ground Lessor or Ground Lessee, threatened against or affecting either party or the Ground Lease Property at law or in equity or before or by any court, administrative agency, or other governmental authority which challenges or brings into question the validity of the Ground Lease.

7. The only real property presently demised under the Ground Lease is the Ground Lease Property, and the only person or entity presently having an interest in the Ground Lease Property as tenant under the Ground Lease is Ground Lessee.

8. The term of the Ground Lease commenced on April 1, 2020 and will expire pursuant to its terms on April 20, 2060. The Ground Lease contains the option to extend the term of the Ground Lease for one additional twenty (20) year period.

9. Ground Lessee has paid all rent and charges arising and due and payable under the Ground Lease through the date hereof, and the next rent payment is due on September 1, 2022 in the amount of \$5,513.00.

10. To the best actual knowledge of Ground Lessor and Ground Lessee, (a) any public interest in the "Street" and the "Alley" (as such terms are used and defined in Section 1.03

of the Ground Lease) have been abandoned and/or vacated and title thereto has vested in Ground Lessor and become subject to the Ground Lease as contemplated by Section 1.03 of the Ground Lease, and (b) no additional undertakings or actions are required or contemplated with respect thereto.

11. The "Parcel Adjustment" (as such term is used and defined in Section 1.04 of the Ground Lease) has been completed and approved by Ground Lessor as contemplated by Section 1.04 of the Ground Lease. No additional undertakings or actions are required or contemplated with respect thereto.

12. The consolidation of the parcels comprising the "Site" (as such term is defined in the Ground Lease) and the subdivision of the Site into the "Projects" (as such term is defined in the Ground Lease) as contemplated by Section 1.05 of the Ground Lease has been completed.

13. The "Preliminary Site Plan" (as such term is used in Section 1.06 of the Ground Lease) has been revised and appended to the Ground Lease, and no further revisions to the Preliminary Site Plan are contemplated.

14. The "Ownership Consolidation" (as such term is used and defined in Section 1.07 of the Ground Lease) has been completed, and except as expressly set forth on the final ALTA Commitment for Title Insurance provided to Mortgage Loan Administrative Agent by First American Title Insurance Company all "Unpermitted Title Exception" (as such term is used and defined in Section 1.07 of the Ground Lease) have been resolved, terminated, and extinguished of record. No additional undertakings or actions are contemplated or required with respect thereto, and any right of Ground Lessee to terminate the Ground Lease pursuant to Section 1.07 has been terminated or irrevocably waived by Ground Lessee.

15. Ground Lessor has approved the "Design Plans" (as such term is used and defined in Section 6.04(b) of the Ground Lease) for the "Project" (as such term is used in Section 6.04(b) of the Ground Lease) consisting of the parking facilities to be constructed on the portion of the Ground Lease Property consisting of the Sublease Parcel.

16. That certain Completion Guaranty and Mezzanine Completion Guaranty, each dated on or about the date hereof, executed by Henry Jason Winkler and Ellen Winkler, each an individual, in favor of Administrative Agent, are sufficient to satisfy (and do satisfy) the requirements of Section 6.04(d)(ii) of the Ground Lease.

17. Neither the execution and delivery of the Security Instrument, the execution and delivery of the Mezzanine Pledge and Security Agreement, nor any modification thereof or assignment of the beneficial interests thereunder, will be a default under the Ground Lease.

18. Ground Lessor has approved the Sublease (to the extent that such approval is required under the Ground Lease), and the Sublease is an approved "Transfer" and an approved "sublease" as contemplated by Section 13.01 of the Ground Lease.

19. As long as Administrative Agent holds any mortgage or deed of trust on or security interest in the portion of the Ground Lease Property consisting of the Sublease Property and/or the Sub-leasehold Estate:

(a) In the event that Administrative Agent or any other party succeeds to the interest of Sublessee under the Sublease as a result of foreclosure proceedings, the granting of a deed in lieu or assignment in lieu of foreclosure, or through any other means, Administrative Agent or any such other party ("Successor Sublessee"), and any transferee of Administrative Agent or such other party, shall not require the consent or approval of or notice to Ground Lessor to become a substituted sublessee under the Sublease. Successor Sublessee shall have the right to sell and assign the Sub-leasehold Estate or any portion thereof, without necessity of any consent of, approval by, or notification to Ground Lessor. After any such assignment, Successor Sublessee shall notify Ground Lessor of the assignment. Upon and after such acquisition, the Ground Lease shall continue in full force and effect, and such acquisition shall not be a default under the Ground Lease.

(b) In the event that Administrative Agent or any other party forecloses upon the equity interests in Sublessee or otherwise exercises any rights or remedies available under the Mezzanine Pledge and Security Agreement or otherwise available to Administrative Agent at law or in equity in connection with the Mezzanine Loan, the exercise of such rights or remedies and/or the transfer of or foreclosure upon the equity interests in Sublessee or the assignment in lieu thereof shall not require the consent or approval of or notice to Ground Lessor, nor shall the same constitute a "Transfer" under the Ground Lease. Upon occurrence of the same, the Ground Lease shall continue in full force and effect, and such acquisition shall not be a default under the Ground Lease.

(c) Intentionally omitted.

(d) Neither Ground Lessor nor Ground Lessee will agree to any amendment or termination of the Ground Lease without the prior written consent of Administrative Agent.

(e) Ground Lessor and Ground Lessee will deliver to Administrative Agent copies of any notice sent by either party to the other simultaneously with transmittal of same. All notices to Administrative Agent shall be sent to the following address or to such other address as Administrative Agent may hereafter specify by written notice:

Administrative Agent: ACORE CAPITAL MORTGAGE, LP,
80 E. Sir Francis Drake Blvd., Suite 2A
Larkspur, California 94939
Attention: General Counsel
Email: notices@acorecapital.com

With a copy to:

ACORE Capital Mortgage, LP
Sterling Plaza
5949 Sherry Lane, St. 1255
Dallas, Texas 75225
Attention: Head of Asset Management
Email: dhomsher@acorecapital.com

(f) Any notices to be delivered by Administrative Agent to Ground Lessor or Ground Lessee hereunder shall be delivered as set forth in Section 18.13 of the Ground Lease.

(g) Administrative Agent may, but will not be obligated to, cure any default by Ground Lessee within the time periods afforded to a "Leasehold Mortgagee" set forth in Section 13.03 of the Ground Lease.

(h) Notwithstanding anything in the Ground Lease to the contrary, if any default by Ground Lessee is of such a nature that it reasonably cannot be cured by Administrative Agent, Successor Sublessee or a related party, and/or cannot reasonably be cured by Administrative Agent without Administrative Agent obtaining possession of the Sublease Property, Ground Lessor will not terminate the Ground Lease with respect to the portion of the Ground Lease Property consisting of the Sublease Property (without regard to whether Ground Lessor elects to terminate the Ground Lease with respect to any portion of the Ground Lease Property that is not Sublease Property) as long as all rent payments applicable to the portion of the Ground Lease Property consisting of the Sublease Property are made and all other defaults which reasonably can be cured by Administrative Agent without Administrative Agent obtaining possession of the Sublease Property are so cured.

(i) Administrative Agent may exercise any and all rights of Ground Lessee under the Ground Lease applicable to the portion of the Ground Lease Property that constitutes the Sublease Property, including without limitation any renewal option or any purchase option to which Ground Lessee is now or hereafter becomes entitled under the Ground Lease. Ground Lessee shall cooperate with Administrative Agent with respect to the exercise by Administrative Agent of any such rights, and Ground Lessee agrees that it will not take any action to prevent Administrative Agent from exercising such rights or otherwise interfere with the exercise by Administrative Agent of such rights, including without limitation any action, omission, or legal proceeding that is reasonably likely to delay, oppose, impede, obstruct, hinder, enjoin or otherwise interfere with or frustrate the efforts of Administrative Agent to exercise any rights or privileges of Ground Lessee under the Ground Lease.

(j) Ground Lessor will not terminate the Ground Lease with respect to the portion of the Ground Lease Property consisting of the Sublease Property without first giving Administrative Agent (i) written notice of its intent to terminate the Ground Lease and (ii) a reasonable period after such notice in which to obtain possession of the Sublease Property or to effect foreclosure or otherwise acquire the Sub-leasehold Estate

from Sublessee and, within a reasonable time thereafter, to cure any default which is capable of being cured by Administrative Agent without Administrative Agent obtaining possession of the Sublease Property. If Administrative Agent cures those defaults which reasonably can be cured by Administrative Agent without Administrative Agent obtaining possession of the Sublease Property, then Ground Lessor will not terminate the Ground Lease with respect to the portion of the Ground Lease Property consisting of the Sublease Property.

(k) The parties acknowledge that the Ground Lease does not contain any express termination rights in favor of any party. Notwithstanding the foregoing, and in addition to the rights of lenders or a "Leasehold Mortgage" set forth in the Ground Lease, if the Ground Lease (or the portion thereof applicable to the Sublease Property) is terminated for any reason prior to the expiration of the term thereof, as the same may be renewed or extended, or to the extent the Ground Lease is rejected in bankruptcy, Ground Lessor will enter into a new direct ground lease (a "New Lease") with Administrative Agent for the portion of the Ground Lease Property consisting of the Sublease Property for remainder of the term which was theretofore terminated or rejected at the same rent applicable to the portion of the Ground Lease Property consisting of the Sublease Property and otherwise having the same provisions as the Ground Lease, but also subject to the additional terms and conditions set forth below. Such right may be exercised (whether under the provisions of this paragraph or under the provisions of the Ground Lease) by written notice from Administrative Agent to Ground Lessor on or before the expiration of thirty (30) days after the receipt by Administrative Agent of written notice from Ground Lessor of such termination or rejection of the Ground Lease, with any notice from Ground Lessor advising Administrative Agent of such termination or rejection and expressly refer to the new lease rights of Administrative Agent under the provisions of this Agreement and under the provisions of the Ground Lease. In the event that Administrative Agent requires that Ground Lessor enter into a New Lease as described in this Section 19(k):

(i) to the extent that the tax parcels comprising the Sublease Property have not then been reconfigured to consist of one or more tax parcels which are separate and distinct from any additional property that is not part of the Sublease Property, then Administrative Agent shall have the option to cause the Sublease Property to be reconfigured in accordance with applicable law into one or more tax parcels that do not include property that is not part of the Sublease Property. Ground Lessor shall cooperate with any effort by Administrative Agent to complete any such tax parcel reconfiguration, but shall not be required to incur any material costs and expense in connection with such cooperation; and

(ii) any such New Lease must contain provisions as requested by Ground Lessor to ensure that the New Lease preserves and maintains all rights and privileges that were appurtenant to the entire Ground Lease Property prior to any separation/division of the Ground Lease Property, including but not limited to ingress and egress access rights, shared rights-of-way, access for utilities, and

reimbursement for management of shared amenities. Specifically, the parties agree that the access road to be located upon the Sublease Property is a shared right-of way and is a shared amenity for all portions of the Ground Lease Property and any New Lease must respect and preserve this shared right-of-way and shared amenity. By way of example only, and not in any way as exhaustive list, access to various parts of the Ground Lease Property are accessible via the access road that will be built on the Sublease Property and, if the Sublease Property is separated or divided from the remainder of the Ground Lease Property via a New Lease, as referenced above, then such New Lease must include the same degree of access via the access road on the Sublease Property as found before the Ground Lease Property is separated. If utilities are installed through or underneath the access road and this access allows utilities to service areas of the Ground Lease Property outside of the Sublease Property, then the New Lease must provide for the same utility access to the Ground Lease Property outside of the Sublease Property.

(l) Within ten (10) days after request by Administrative Agent, from time to time made, Ground Lessor will execute and deliver to Administrative Agent or to such other person or entity as may be specified by Administrative Agent an estoppel certificate containing such information concerning the Ground Lease as Administrative Agent may reasonably request.

(m) Ground Lessor acknowledges that, in the event of damage to the improvements on the Sublease Property, the Ground Lessee is obligated pursuant to the Ground Lease to restore, replace or rebuild the damaged improvements, and the Ground Lessee is to use insurance proceeds received as a result of such damage to restore, replace or rebuild the damaged improvements. As long as Ground Lessee has complied with its obligation to restore, replace or rebuild damaged improvements as found in the Ground Lease, then casualty insurance proceeds or condemnation proceeds, or excess of such proceeds, as applicable, may be applied to reduce the then balance of the Loan. For the avoidance of doubt, all casualty insurance proceeds or condemnation proceeds shall be payable to Administrative Agent and shall be held by Administrative Agent pursuant to the terms of the Mortgage Loan Agreement.

(n) Notwithstanding the provisions of the Ground Lease, in the event of a taking by condemnation, or transfer in lieu thereof, of all or any portion of the Sublease Property, or any interest therein, as between Ground Lessor and Administrative Agent, on a total or partial taking Ground Lessor shall be entitled to that portion of the award made for or on account of the taking of or injury to the Sublease Property, taking into account the fact that the portion of the Ground Lease Property consisting of the Sublease Property is subject to the Ground Lease and the Sublease, and the reversionary interest of Ground Lessor, exclusive of improvements constructed or caused to be constructed thereon by Ground Lessee, Sublessee, or any other sublessees.

(o) Notwithstanding any provisions of the Ground Lease to the contrary, no default or event of default under the Security Instrument or any other loan document or instrument evidencing or securing the Loan will, in and of itself, constitute a default or event of default under the Ground Lease.

(p) In the event that Ground Lessor becomes the subject of a case under the U.S. Bankruptcy Code (or any other or successor law providing similar relief), and Ground Lessor or any trustee of Ground Lessor rejects or seeks authority to reject the Ground Lease under 11 U.S.C. Section 365 (or any other or successor provision permitting any similar relief), (i) Ground Lessee shall elect, and hereby does elect, without further act, unless Administrative Agent consents in writing to any other election, to remain in possession for the balance of the term of the Ground Lease and any renewal or extension thereof, pursuant to 11 U.S.C. Section 365(h) (and any other successor provision permitting a similar election), (ii) any purported election by Ground Lessee to treat the Ground Lease as terminated shall be void and of no effect, unless Administrative Agent consents in writing thereto, and (iii) the lien of the Security Instrument shall not be impaired by such rejection.

(q) In the event that Ground Lessee becomes the subject of a case under the U.S. Bankruptcy Code (or any other law providing similar relief), Ground Lessor shall give prompt notice to Administrative Agent of any notice it receives of a request by Ground Lessee or any trustee of Ground Lessee for authority to reject the Ground Lease. Ground Lessor acknowledges and agrees that any such rejection of the Ground Lease shall have no effect upon the continued existence and validity of the Sub-leasehold Estate or the Security Instrument.

(r) There shall be no merger of the Ground Lease, the Sublease, or the Sub-leasehold Estate with the fee estate in the Sublease Property by reason of the fact that the Ground Lease, the Sublease, or the Sub-leasehold Estate may be held, directly or indirectly, by or for the account of any entities who hold the fee estate. No such merger shall occur unless all entities having an interest in the fee estate and all entities (including Administrative Agent) having an interest in the Sublease or the Sub-leasehold Estate join in a written statement effecting such merger and duly record the same.

20. This Agreement may not be changed, waived or discharged orally, but only by an agreement in writing, is in supplementation to the provisions of the Ground Lease, and in no event will be construed as reducing the rights to which Ground Lessee, Sublessee, any "Leasehold Mortgagee" (as defined in the Ground Lease), or any other lender secured by an interest in the Ground Lease, the Sublease, or the Sublease Property would otherwise be entitled under the Ground Lease.

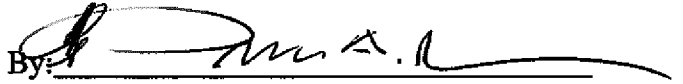
21. This Agreement shall inure to the benefit of Administrative Agent, and its participants, and their respective successors and assigns, and all parties claiming by, through or under them, including any successor holder of the Loan now or hereafter held by Administrative Agent encumbering the Sub-leasehold Estate, and a copy of this Agreement may be delivered to any such party.

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Dated to be effective as of the date set forth in the first paragraph hereof.

"GROUND LESSOR":

AAM INVESTMENTS, LTD.,
a Utah limited partnership

By: 

Name: Bruce A. Markosian

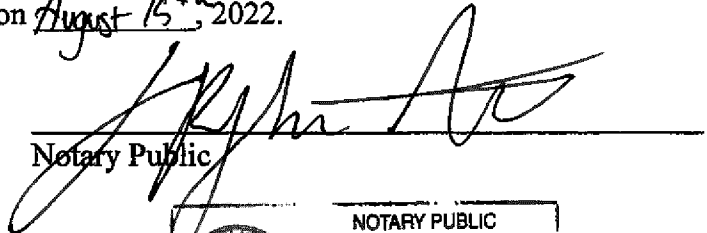
Title: General Partner

STATE OF UTAH

COUNTY OF SALT LAKE

I, the undersigned Notary Public of the aforesaid County and State, certify that Bruce A. Markosian personally came before me this day and acknowledged that he is the General Partner of AAM Investments, Ltd., a Utah limited partnership, and that he as General Partner, being authorized to do so, executed the foregoing on behalf of the limited partnership.

Witness my hand and official seal on August 15th, 2022.

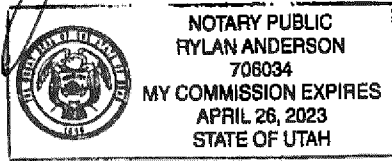


Notary Public

My Commission Expires:

04.26.23


[NOTARIAL SEAL]



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TENANT'S SIGNATURE ON FOLLOWING PAGE]

"GROUND LESSEE":

**INDUSTRY SLC NEIGHBORHOOD
FOUNDERS, LLC,**
a Colorado limited liability company


By: 
Name: H. Jason Winkler
Title: Manager

STATE OF UTAH

COUNTY OF SALT LAKE

I, the undersigned Notary Public of the aforesaid County and State, certify that H. Jason Winkler personally came before me this day and acknowledged that he is the Manager of Industry SLC Neighborhood Founders, LLC, a Colorado limited liability company, and that he as Manager, being authorized to do so, executed the foregoing on behalf of the limited liability company.

Witness my hand and official seal on June 24, 2022.


Notary Public

My Commission Expires:

June 9 2026

[NOTARIAL SEAL]

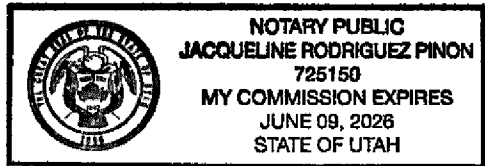


EXHIBIT A-1

DESCRIPTION OF GROUND LEASE PROPERTY

PARCEL A:

BEGINNING AT A POINT ON THE WEST LINE OF BLOCK 26, PLAT "A", SALT LAKE CITY SURVEY, SAID POINT BEING NORTH 00°01'01" WEST ALONG SAID WEST LINE 267.10 FEET FROM THE SOUTHWEST CORNER OF SAID BLOCK 26, AND RUNNING NORTH 00°01'01" WEST ALONG SAID WEST LINE 178.07 FEET; THENCE NORTH 78°58'31" EAST 105.91 FEET; THENCE NORTH 00°01'01" WEST 63.00 FEET; THENCE NORTH 89°57'29" EAST 64.69 FEET; THENCE SOUTH 10°01'01" EAST 228.07 FEET; THENCE SOUTH 79°58'59" WEST 211.47 FEET TO THE POINT OF BEGINNING.

CONTAINS 38,546 SQ. FT. OR .885 ACRES

Tax Parcel No.'s: 15-01-379-003, a portion of 15-01-379-004, 15-12-126-009

PARCEL B:

BEGINNING AT A POINT NORTH 00°01'01" WEST ALONG THE WEST LINE OF BLOCK 26, PLAT "A", SALT LAKE CITY SURVEY 445.17 FEET AND NORTH 78°58'31" EAST 105.91 FEET AND NORTH 00°01'01" WEST 63.00 FEET AND NORTH 89°57'29" EAST 46.04 FEET FROM THE SOUTHWEST CORNER OF SAID BLOCK 26, AND RUNNING THENCE NORTH 00°01'01" WEST 132.00 FEET TO THE NORTH LINE OF SAID BLOCK 26; THENCE NORTH 89°57'29" EAST ALONG SAID NORTH LINE 262.50 FEET; THENCE SOUTH 00°01'01" EAST 568.36 FEET; THENCE SOUTH 89°57'35" WEST 175.00 FEET; THENCE SOUTH 00°01'01" EAST 92.00 FEET TO THE SOUTH LINE OF SAID BLOCK 26; THENCE SOUTH 89°57'35" WEST ALONG SAID SOUTH LINE 26.00 FEET; THENCE NORTH 00°01'01" WEST 198.95 FEET; THENCE NORTH 10°01'01" WEST 103.76 FEET; THENCE NORTH 79°58'59" EAST 15.00 FEET; THENCE NORTH 10°01'01" WEST 228.07 FEET; THENCE SOUTH 89°57'29" WEST 18.65 FEET TO THE POINT OF BEGINNING.

CONTAINS 130,875 SQ. FT. OR 3.005 ACRES

Tax Parcel No.s: 15-01-379-007, 15-01-379-008, 15-01-379-009, 15-12-127-001, 15-12-127-003, and a portion of 15-01-379-004, 15-12-127-006, 15-12-127-005, 15-12-127-004, 15-12-126-008, 15-12-127-008, 15-12-126-005, 15-12-126-004, 15-12-126-003, 15-12-126-002, 15-01-379-006, 15-01-379-005

EXHIBIT A-2

DESCRIPTION OF SUBLEASE PROPERTY

PARCEL 2 (Project 1):

A PARCEL OF GROUND LOCATED IN LOTS 2, 3, 6 AND 7 OF BLOCK 26, PLAT "A", SALT LAKE CITY SURVEY, SAID PARCEL BEING DESCRIBED MORE PARTICULARLY AS FOLLOWS:

BEGINNING AT A POINT SOUTH 89°57'35" WEST ALONG THE SOUTH LINE OF SAID LOT 2 A DISTANCE OF 82.77 FEET AND NORTH 0°01'01" WEST 92.00 FEET FROM THE SOUTHEAST CORNER OF SAID LOT 2, AND RUNNING THENCE SOUTH 89°57'35" WEST 158.00 FEET; THENCE NORTH 0°01'01" WEST 24.56 FEET; THENCE NORTH 89°58'59" EAST 0.57 FEET; THENCE NORTH 0°01'01" WEST 82.88 FEET; THENCE NORTH 10°01'01" WEST 293.50 FEET; THENCE NORTH 89°59'07" EAST 208.39 FEET; THENCE SOUTH 0°01'01" EAST 396.41 FEET TO THE POINT OF BEGINNING.

Tax Parcel No.'s: 15-01-379-007, 15-01-379-008, 15-01-379-009, 15-12-127-003, and a portion of 15-01-379-004, 15-01-379-005, 15-12-127-001, 15-12-127-004, 15-12-127-005, 15-12-127-006

PARCEL 3 (Elder Court Access Drive):

BEGINNING AT A POINT ON THE SOUTH LINE OF BLOCK 26, PLAT "A", SALT LAKE CITY SURVEY, SAID POINT BEING SOUTH 89°57'35" WEST ALONG SAID SOUTH LINE 241.26 FEET FROM THE SOUTHEAST CORNER OF LOT 2 OF SAID BLOCK 26, AND RUNNING THENCE SOUTH 89°57'35" WEST ALONG SAID SOUTH LINE 42.51 FEET; THENCE NORTH 0°01'01" WEST 198.95 FEET; THENCE NORTH 10°01'01" WEST 334.46 FEET; THENCE SOUTH 89°57'29" WEST 3.42 FEET; THENCE NORTH 0°01'01" WEST 132.00 FEET TO A POINT ON THE NORTH LINE OF SAID BLOCK 26; THENCE NORTH 89°57'29" EAST ALONG SAID NORTH LINE 44.00 FEET; THENCE SOUTH 114.33 FEET; THENCE SOUTH 10°01'01" EAST 351.90 FEET; THENCE SOUTH 0°17'19" WEST 199.45 FEET TO THE POINT OF BEGINNING.

Tax Parcel No.'s: a portion of 15-12-126-008, 15-12-126-005, 15-12-126-004, 15-12-126-003, 15-12-126-002, 15-01-379-006, 15-01-379-005, 15-01-379-004

EXHIBIT B-1

DESCRIPTION AND COPIES OF GROUND LEASE DOCUMENTS

Effective 1 April 2020, Landlord and Tenant entered into a “Ground Lease” (the “*Lease*”) covering certain Premises (the “*Premises*”) consisting of approximately 3.88 acres of real property that is located within the area bounded by 400 West, 600 South, 500 West and 700 South streets in Salt Lake City, Utah.

Effective 1 April 2021, Landlord and Tenant executed the “First Amendment to Ground Lease” (the “*First Amendment*”) covering certain Premises (the “*Premises*”) consisting of approximately 3.88 acres of real property that is located within the area bounded by 400 West, 600 South, 500 West and 700 South streets in Salt Lake City, Utah.

Effective 16 May 2022, Landlord and Tenant executed the “Second Amendment to Ground Lease” (the “*Second Amendment*”) covering certain Premises (the “*Premises*”) consisting of approximately 3.89 acres of real property that is located within the area bounded by 400 West, 600 South, 500 West and 700 South streets in Salt Lake City, Utah.

EXHIBIT B-2

DESCRIPTION OF SUBLEASE DOCUMENTS

Effective August 26, 2022, Landlord and Tenant executed the “Sub Ground Lease” (the “*Sublease*”) covering certain Premises (the “*Premises*”) consisting of approximately 1.602 acres of real property that is located within the area bounded by 400 West, 600 South, 500 West and 700 South streets in Salt Lake City, Utah.