

AFTER RECORDING, RETURN TO:

c/o LHMRE, LLC
9350 South 150 East, Suite 800
Sandy, Utah 84070
Attention: Aida Neimarlija

Assessor Parcel No.: 26-13-352-012, 26-13-352-011, 26-24-103-110, and 26-24-103-001

**SECOND AMENDMENT TO ACCESS AND
PARKING EASEMENT AGREEMENT**

THIS SECOND AMENDMENT TO ACCESS AND PARKING EASEMENT AGREEMENT ("Second Amendment") is entered into and made effective as of the Open day of December, 2025 (the "Second Amendment Effective Date"), by and between VP DAYBREAK OPERATIONS LLC, a Delaware limited liability company ("VP Daybreak Operations"), with its successors and assigns, VP DAYBREAK DEVCO LLC, a Delaware limited liability company ("VP Daybreak Devco"), with its successors and assigns, and together with VP Daybreak Operations, "Grantor") and DTDB 5, LLC, a Utah limited liability company ("DTDB 5 Grantee"), with its successors and assigns.

RECITALS

WHEREAS, VP Daybreak Operations and DTDB 5 Grantee are parties to that certain Access and Parking Easement Agreement executed on June 24, 2024, and recorded with the Salt Lake County Recorder's Office ("Recording Office") on June 25, 2024, as Entry No. 14256367, Book 11500, Page 897 ("Original Agreement"), as amended by that certain Second Amended and Restated First Amendment to Access and Parking Easement Agreement recorded May 20, 2025 in the Recording Office as Entry No. 14386709, Book 11572, Page 4687 ("First Amendment," and together with the First Amendment, the "Agreement").

WHEREAS, both VP Daybreak Operations and VP Daybreak Devco are the owners of certain real property more particularly described on Exhibit "A-1" attached hereto and incorporated herein (the "VP Daybreak Operations Property").

WHEREAS VP Daybreak Devco is the owner of certain real property more particularly described on Exhibit "A-2" attached hereto and incorporated herein (the "VP Daybreak Devco Property" and together with the VP Daybreak Operations Property, the "Grantor Property").

WHEREAS, Section 5.3 of the Original Agreement provides that the Owners (defined in the Original Agreement as the "record fee simple owner of the Grantor Property, the DTDB 5 Property, and their successors or assigns") may amend the Original Agreement by written instrument duly executed and acknowledged by the Owners and recorded in the Recording Office.

WHEREAS, the Parties hereby amend the Agreement as set forth herein to reflect updates to the Grantor Property and to clarify the grant of certain easements across the Grantor Property in favor of DTDB 5 Grantee and for the benefit of that certain real property more particularly described on Exhibit "B" attached hereto and incorporated herein (the "DTDB 5 Property").

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor and DTDB 5 Grantee hereby agree as follows:

1. Recitals Incorporated. The above recitals are an integral part of the agreement and understanding of Grantor and DTDB 5 Grantee and are incorporated into this Second Amendment by reference.

2. Defined Terms. Any capitalized term used but not defined in this Second Amendment shall have the meaning given that term in the Agreement. For the avoidance of doubt, the parties acknowledge and agree that (i) all references to the "Grantor Property" in the Original Agreement as amended by the First Amendment and this Second Amendment refer to the "Grantor Property" as defined herein; and (ii) references in the Agreement as amended hereby to the "Owner" of the Grantor Property shall refer to "Owners" if more than one person owns such property. Furthermore, the parties agree that the reference to "Grantee Property" in Section 2.5 of the Agreement shall be deemed to refer to the DTDB 5 Property.

3. Specific Amendments. Effective as of the Second Amendment Effective Date, the terms of the Agreement are amended as follows:

a. Grant of Easement for Parking. Section 2.2 of the Agreement is hereby amended and restated in its entirety as follows:

"2.2 Grant of Easement for Parking. Grantor hereby grants to the Owner of the DTDB 5 Property, as grantee, for the benefit of the DTDB 5 Property, and as a burden upon the Grantor Property, a nonexclusive easement for use by the Permittees for non-reserved, non-overnight, parking of passenger vehicles in fifty-six (56) of the parking stalls located in the two hundred four thousand eight hundred eleven (204,811) square foot parking lot (approximately five hundred forty-five (545) parking stalls) on the Grantor Property (the "**Parking Easement**"). For the avoidance of doubt, the Parking Easement includes, but is not limited to, all of the as-built portions of the parking area within the Grantor Property."

b. Future Development. Section 2.4 of the Agreement is hereby amended and restated in its entirety as follows:

"2.4 Future Development. Notwithstanding anything contained herein to the contrary (though subject to the following proviso and without diminishing any DTDB 5 Grantee rights herein), the Owner of the Grantor

Property shall have the unfettered right to develop the Grantor Property in any manner and to relocate or reconfigure the location of the Access Easement area or Parking Easement area to different locations on the Grantor Property in the sole and absolute discretion of the Owner of the Grantor Property; provided, however, that (x) the access and parking easements and other rights granted hereunder to the Owner of the DTDB 5 Property, including but not limited to the aforementioned parking ratio (i.e., the grant of a parking easement to fifty-six (56) of the of the parking stalls located in the two hundred four thousand eight hundred eleven (204,811) square foot parking lot (approximately five hundred forty-five (545) parking stalls) located on the Grantor Property), shall not be reduced or otherwise materially adversely affected; (y) the rights granted hereunder to the Owner of the Grantor Property shall not negatively impact the office and/or commercial retail use of the DTDB 5 Property; and (z) the Owner of the DTDB 5 Property shall have the right to approve in advance, such approval not to be unreasonably withheld, any development of a parking structure (above-grade, below-grade, or otherwise) on the Grantor Property. During any period of construction on the Grantor Property, the Owner of the Grantor Property may fulfill its obligations hereunder by providing an alternate location(s) for some or all of the fifty-six (56) parking stalls, provided such alternate parking is substantially similar to the parking facilities on the Grantor Property, is reasonably convenient to the DTDB 5 Property, and is otherwise acceptable to the Owner of the DTDB 5 Property in its commercially reasonable business judgment.”

- c. Allocation of Costs and Expenses. Section 2.7 of the Agreement is hereby amended and restated in its entirety as follows:

“2.7 Allocation of Costs and Expenses. Commencing on the Effective Date and continuing throughout the duration of this Agreement, the Owner of the DTDB 5 Property shall pay to the Owner of the Grantor Property its pro-rata portion of the Costs and Expenses. The DTDB 5 Property’s pro-rata portion shall be based on a fraction, the numerator of which is fifty-six (56) (the number of parking spaces allocated to DTDB 5 Grantee), and the denominator of which is the total number of parking spaces on the Grantor Property (approximately five hundred forty-five (545) parking spaces). The Owner of the DTDB 5 Property’s payment of its share of Costs and Expenses shall be payable in quarterly installments on or before the first (1st) day of each calendar quarter throughout the term of this Agreement based on annual estimates of the Costs and Expenses prepared by Grantor in its reasonable business judgment with annual reconciliation based on actual Costs and Expenses made within ninety (90) days after the end of each calendar year.”

- d. Exhibit “A-1.” Exhibit “A-1” to the Agreement is hereby deleted in its entirety and replaced with Exhibit “A-1” attached hereto and incorporated herein by reference.

4. Omnibus Amendment; Effect of Second Amendment. Any and all other terms and provisions of the Agreement are hereby amended and modified wherever necessary, and even though not specifically addressed herein, so as to conform to the terms and amendments of this Second Amendment. The terms and provisions of this Second Amendment are added to, and made a part of the Agreement for all purposes. To the extent that any terms or provisions of this Second Amendment modify or conflict with any provisions of the Agreement, the terms of this Second Amendment shall control. Except as modified by this Second Amendment, all the terms and conditions of the Agreement shall remain in full force and effect. The Agreement, as amended by this Second Amendment, shall not be further amended or modified except as provided in Section 5.3 of the Agreement, as amended. All of the terms, conditions, and covenants of the Agreement, as amended, shall be binding upon and inure to the benefit of the parties hereto, and their permitted successors and assigns, to the extent that any such transfer of interest may be allowed under the terms of the Agreement. Each party hereby represents and warrants to the other that the person or entity signing this Second Amendment on behalf of such party is duly authorized to execute and deliver this Second Amendment and to legally bind the party on whose behalf this Second Amendment is signed to all of the terms, covenants and conditions contained in this Second Amendment. If any action is brought because of any breach of or to enforce or interpret any of the provisions of this Second Amendment, the prevailing party in such action shall be entitled to recover from the other party those attorneys' fees and other charges recoverable under the applicable provisions of the Agreement.

[Signature Pages Follow]

IN WITNESS WHEREOF each of the parties hereto have executed this Second Amendment under seal of the date first above written.

GRANTOR:

VP DAYBREAK OPERATIONS LLC,
a Delaware limited liability company

By: LHMRE, LLC
Its: Operating Manager

By: 
Name: Brad Holmes
Title: President

STATE OF UTAH)
: SS.
COUNTY OF SALT LAKE)

On December 9, 2025, personally appeared before me, a Notary Public, Brad Holmes, the President of LHMRE, LLC, the operating manager of VP DAYBREAK OPERATIONS LLC, a Delaware limited liability company, personally known or proved to me to be the person whose name is subscribed to the above instrument who acknowledged to me that he executed the above instrument on behalf of VP DAYBREAK OPERATIONS LLC.

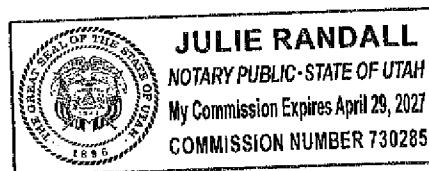
My Commission expires:

April 29, 2027

Julie Randall
Notary Public

Sandy, Utah
Residing at:

[Signatures Continue on Following Page]



GRANTOR:

VP DAYBREAK DEVCO LLC,
a Delaware limited liability company

By: LHMRE, LLC
Its: Operating Manager

By: Brad Holmes
Name: Brad Holmes
Title: President

STATE OF UTAH)
COUNTY OF SALT LAKE) : SS.

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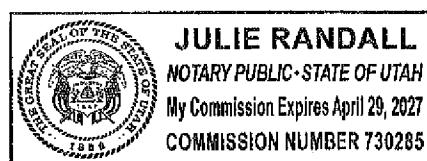
My Commission expires:

April 29, 2027

~~Notary Public~~

Residing at:

[Signatures Continue on Following Page]



DTDB 5 GRANTEE:

DTDB 5, LLC,
a Utah limited liability company

By: Brad Holmes
Name: Brad Holmes
Title: President

STATE OF UTAH)
COUNTY OF SALT LAKE) : SS.

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My Commission expires:

April 29, 2027

Notary Public

Residing at:



JULIE RANDALL
NOTARY PUBLIC - STATE OF UTAH
My Commission Expires April 29, 2027
COMMISSION NUMBER 730285

Exhibit "A-1"

Legal Description of the VP Daybreak Operations Property

Beginning at the intersection of the Northwest Right-of-Way Line of Center Field Drive and the Northeast Right-of-Way Line of Grandville Avenue, said point lies South 89°55'30" East 1499.605 feet along the Daybreak Baseline Southeast (Basis of bearings is South 89°55'30" East 10641.888' between Southwest Corner of Section 24, T3S, R2W and the Southeast Corner of Section 19, T3S, R1W) and North 4580.423 feet from the Southwest Corner of Section 24, Township 3 South, Range 2 West, Salt Lake Base and Meridian and running thence along said Grandville Avenue the following (6) courses: 1) North 36°32'54" West 333.679 feet; 2) North 32°54'28" West 78.742 feet; 3) North 36°32'54" West 78.167 feet to a point on a 5.500 foot radius tangent curve to the left, (radius bears South 53°27'06" West, Chord: North 59°02'54" West 4.210 feet); 4) along the arc of said curve 4.320 feet through a central angle of 45°00'00"; 5) North 81°32'54" West 4.793 feet; 6) North 36°32'54" West 37.293 feet to the Southeast Right-of-Way Line of Split Rock Drive; thence along said Split Rock Drive North 53°27'06" East 517.004 feet to the Southwest Right-of-Way Line of Freestone Road; thence along said Freestone Road South 36°32'54" East 364.670 feet; thence South 53°27'06" West 29.500 feet; thence South 36°32'54" East 6.330 feet; thence South 53°27'06" West 180.803 feet; thence South 31°38'52" West 32.308 feet; thence South 53°27'06" West 171.000 feet; thence North 83°51'07" West 3.634 feet; thence South 36°30'25" East 41.012 feet; thence South 53°27'06" West 6.403 feet; thence South 36°32'54" East 39.452 feet; thence South 53°27'06" West 36.000 feet; thence South 36°32'54" East 27.890 feet; thence South 53°27'06" West 42.600 feet; thence South 36°32'54" East 46.110 feet; thence South 53°27'06" West 18.000 feet to the point of beginning.

Property contains 4.702 acres.

Tax Parcels: 26-13-352-012 and 26-13-352-011

Exhibit "A-2"

Legal Description of the VP Daybreak Devco Property

Beginning at the South Corner of Lot C-110 of the Daybreak Urban Center Plat 1 subdivision, said point also being on the Northwesterly Right-of-Way Line of Center Field Drive, said point lies South 89°55'30" East 1199.845 feet along the Daybreak Baseline Southeast (Basis of bearings is South 89°55'30" East 10641.888' between Southwest Corner of Section 24, T3S, R2W and the Southeast Corner of Section 19, T3S, R1W) and North 4352.029 feet from the Southwest Corner of Section 24, Township 3 South, Range 2 West, Salt Lake Base and Meridian and running thence along said Center Field Drive the following (3) courses: 1) North 49°54'53" East 60.054 feet to a point on a 500.500 foot radius tangent curve to the right, (radius bears South 40°05'07" East, Chord: North 51°40'59" East 30.892 feet); 2) along the arc of said curve 30.896 feet through a central angle of 03°32'13"; 3) North 53°27'06" East 184.791 feet to the Southwesterly Right-of-Way Line of Grandville Avenue and a point on a 28.000 foot radius non tangent curve to the right, (radius bears North 77°57'29" West, Chord: South 26°02'06" West 13.541 feet); thence along said Grandville Avenue the following (3) courses: 1) along the arc of said curve 13.677 feet through a central angle of 27°59'11"; 2) South 36°32'54" East 28.530 feet to a point on a 28.000 foot radius non tangent curve to the right, (radius bears South 23°07'31" East, Chord: North 80°52'05" East 13.541 feet); 3) along the arc of said curve 13.677 feet through a central angle of 27°59'11" to the Southeasterly Right-of-Way Line of said Center Field Drive; thence along said Center Field Drive South 53°27'06" West 275.608 feet; thence North 36°32'54" West 36.342 feet to the point of beginning.

Property contains 0.246 acres, 10719 square feet.

Tax Parcel: 26-24-103-001

Exhibit "B"

Legal Description of the DTDB 5 Property

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

LOT C-110 OF DAYBREAK URBAN CENTER PLAT 1 AMENDING LOT T3 OF THE KENNECOTT MASTER SUBDIVISION #1 AMENDED AND PRIVATE RIGHTS-OF-WAY OF THE EAST TOWN CENTER ROADWAY DEICATION PLAT IN LIEU OF CONDEMNATION, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE SALT LAKE COUNTY RECORDER'S OFFICE.

Tax Parcel: 26-24-103-110