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RASHELLE HOBBS
Recorder, Salt Lake County, UT
COTTONWOOD TITLE
BY: eCASH, DEPUTY - EF 18 P.

When Recorded, Please Return To:

David E. Gee, Esq.
PARR BROWN GEE & LOVELESS
185 South State Street, Suite 800
Salt Lake City, Utah 84111

Parcel Nos.: 16-06-107-042; 16-06-112-001

CJ-112429-CAB

PARKING LICENSE AGREEMENT

“EFFECTIVE DATE”: August 18, 2020

“LICENSOR”: **BOYER 102 ASSOCIATES, L.C.**, a Utah limited liability company

Address: 101 South 200 East, Suite 200
Salt Lake City, Utah 84111

“LICENSEE”: **THE UNIVERSITY OF UTAH**, a body politic and corporate of the State of Utah

Address: Department of Real Estate Administration
Attention: Executive Director
505 Wakara Way, Suite 210
Salt Lake City, UT 84108

RECITALS

A. Licensee has acquired or will acquire from Licensor certain real property consisting of an improved tract of land located at 102 South 200 East, Salt Lake City, Utah 84111, the legal description of which is set forth on Exhibit A hereto (the “102 Parcel”). An office building known as 102 Tower is located on the 102 Parcel (the “102 Tower”).

B. Licensor is the owner of certain real property consisting of an improved tract of land, the legal description of which is set forth on Exhibit B hereto (the “Commercial Parking Parcel”). A commercial parking facility is located on the Commercial Parking Parcel (the “Commercial Parking Facility”).

C. Licensor has agreed to make available parking in the Commercial Parking Facility to Licensee and its tenants, and their respective employees, guests and invitees for use in connection with the 102 Tower.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, including the mutual promises, covenants, and conditions set forth in this Parking License Agreement (this "Agreement"), the receipt and sufficiency of which are hereby acknowledged, Licensor and Licensee agree as follows:

1. Definitions. In addition to the capitalized words and terms which are previously defined in this Agreement, the following additional capitalized words or terms shall have the meanings set forth:

"Access Agreement" means that certain Access Agreement (with Temporary Construction Easement) between Licensor and Boyer 151, L.C., a Utah limited liability company, dated August 7, 2019 and recorded August 9, 2019, as Entry No. 13048898 in Book 10814, Page 6428 of the Official Records of the Salt Lake County Recorder.

"Act" is defined in Section 16.

"Commercial Parking Facility Expenses" means all actual costs and expenses incurred by Licensor in connection with the ownership, operation, management and maintenance of the Commercial Parking Facility and related improvements located on the Commercial Parking Parcel offset by any amounts received by Licensor pursuant to the Access Agreement from the owner of the Residential Parking Unit (as that term defined in the Access Agreement). In explanation of the foregoing, and not in limitation thereof, Commercial Parking Facility Expenses shall include:

(i) All real and personal property taxes, impact fees, local improvement rates, and other ad valorem assessments (whether general or special, known or unknown, foreseen or unforeseen) on or with respect to the Commercial Parking Parcel and the Commercial Parking Facility and related improvements located on the Commercial Parking Parcel, and any tax or assessment levied or charged in lieu thereof, whether assessed against Licensor and/or Licensee and whether collected from Licensor and/or Licensee, including, without limitation, any privilege or excise tax.

(ii) The cost of all insurance maintained by Licensor on or with respect to the Commercial Parking Parcel and the Commercial Parking Facility and related improvements located on the Commercial Parking Parcel, including, without limitation, casualty insurance, liability insurance, rental interruption, workers compensation, any insurance required to be maintained by Licensor's lender, and any deductible applicable to any claims made by Licensor under such insurance.

(iii) The cost of snow removal, trash removal, cost of services of independent contractors, cost of compensation (including employment taxes and fringe benefits) of all persons who perform regular and recurring duties connected with day-to-day operation,

maintenance, repair, and replacement of the Commercial Parking Facility or the Commercial Parking Parcel, its equipment and the adjacent walk and landscaped area (including, but not limited to janitorial, scavenger, gardening, security, parking, elevator, painting, plumbing, electrical, mechanical, carpentry, window washing, structural and roof repairs and reserves, signing and advertising).

(iv) The cost of all gas, water, sewer, electricity and other utilities used in the maintenance, operation or use of the Commercial Parking Facility or the Commercial Parking Parcel, cost of equipment or devices used to conserve or monitor energy consumption, supplies, licenses, permits and inspection fees.

(v) Auditing, accounting and legal fees on or with respect to the Commercial Parking Parcel and the Commercial Parking Facility and related improvements located on the Commercial Parking Parcel.

(vi) Payments required to be made in connection with the maintenance or operation of any easement or right of way or other instrument through which Licensor claims title in the Commercial Parking Parcel or to which Licensor's title in the Commercial Parking Parcel is subject.

(vii) Costs incurred for capital improvements, maintenance, or repairs made to the Commercial Parking Facility or the Commercial Parking Parcel after the Commencement Date; provided, such costs shall be amortized over the useful life of such capital improvements as determined by generally accepted accounting principles.

“Commercial Parking Facility Commercial Parking Facility Net Cash Flow” means Commercial Parking Facility Revenue less Commercial Parking Facility Expenses.

“Commercial Parking Facility Revenue” means all revenue received from the sale of monthly parking passes and daily or hourly validations or charges including, without limitation, amounts paid to Licensee under all leases at the 102 Tower, and amounts collected by Licensor from its sale of month parking passes and hourly collections. For Purposes of this Agreement, Licensee shall continue to pay to Licensor or its agent all “Parking Charges” due or that would have been due pursuant to its Lease Agreement dated December 9, 2015 with respect to the 102 Tower, regardless of the fact that the Lease Agreement is or may be terminated as a result of Licensee's acquisition of 102 Tower.

“Generally Available” means that the number of parking spaces equal to the number of outstanding Parking Passes are available to Permittees during the hours of 7:00 AM to 6:00 PM Monday through Friday, and 8:00 AM to 1:00 PM on Saturdays; provided that, because other persons entitled to park in the Commercial Parking Facility may have unanticipated or unusual numbers of customers, guests and invitees on any given day or at any given time, “Generally Available” shall not mean that a parking space is always immediately available to all persons holding Parking Passes if such

unavailability is due to such unanticipated or unusual circumstance. Parking spaces shall not be deemed to be not “Generally Available” during scheduled events in the area surrounding the Commercial Parking Parcel (e.g., parades, holiday festivals or lightings, etc.), but in such events Licensor shall take reasonable steps to mitigate any loss of parking spaces and provide alternate parking spaces.

“Licensee’s Entitlement” means the maximum number of parking spaces that Licensee shall have the nonexclusive right to use under this Agreement, which is six hundred and nine (609) parking spaces.

“Licensee’s Share” means 86.38%, a percentage obtained by dividing 609 (the Licensee’s Entitlement) by 705 (the total number of parking spaces in the Commercial Parking Facility).

“Licensor’s Share” means 13.62%, a percentage obtained by dividing 96 (the Licensee’s Entitlement) by 705 (the total number of parking spaces in the Commercial Parking Facility).

“Mediation” is defined in Section 9.

“Mortgagee” means any person or entity (and any successor to the interest of any such person or entity) named as a mortgagee or beneficiary in any mortgage, deed of trust or other document pledging the Commercial Parking Parcel or 102 Parcel, as the case may be, or an interest therein as security for payment of a debt or obligation.

“Option” is defined in Section 15.

“Parking Closing” is defined in Section 15.

“Parking Pass” (or, in the plural, “Parking Passes”) means the card, decal, fob, or other identifying device or mechanism which is used by Licensor from time to time to identify the individual persons or vehicles which enjoy the monthly parking rights granted pursuant to this Agreement. The Parking Pass may include, without limitation, a code or chip on the University of Utah employee identification card or pass that provides access to the Commercial Parking Facility. Licensee agrees and acknowledges that as technology changes, the actual form of a Parking Pass may change.

“Parking Purchase Price” is defined in Section 15.

“Permitted Title Exceptions” are defined in Section 15.

“Permittees” means any person to whom Licensee delivers a Parking Pass; provided that Permittees shall be limited to, and Licensee shall only deliver Parking Passes to, persons regularly occupying or working in or at the 102 Tower.

“Reconciliation Statement” is defined in Section 6(a).

2. Parking License. Licensors hereby grants to Licensee: a license to utilize on a nonexclusive basis, vis-à-vis admission pursuant to Parking Passes and pursuant to the terms of this Agreement, up to the Licensee's Entitlement of parking spaces. Each Parking Pass confers a license on the holder thereof to utilize, in common with other persons authorized to use the Commercial Parking Facility on a non-exclusive, first-come-first-serve basis, a parking space in the Commercial Parking Facility. Licensors shall operate the Commercial Parking Facility in accordance with existing law. Licensors agrees to take measures to ensure that parking spaces are Generally Available to Permittees. Licensee's rights hereunder are subject to the Access Agreement.

3. Parking Passes. Not less than five (5) business days prior to the beginning of a calendar month, Licensee shall inform Licensors of the number of initial Parking Passes or additional Parking Passes Licensee will require for the upcoming calendar month; provided, if Parking Passes are required other than on the first day of a calendar month, Licensors shall deliver notice at one time only during the calendar month of any additional Parking Passes Licensee will require for the partial calendar month. Upon receiving such request, Licensors shall deliver to Licensee the required number of Parking Passes not later than the first to occur of: (i) the first day of the calendar month; or (ii) five (5) days after receiving the written request; provided, however, that Licensors shall have no obligation to deliver additional Parking Passes to the extent that issuance of additional Parking Passes will cause Licensee to have in excess of the Licensee's Entitlement of Parking Passes.

4. Hourly Parkers and Validations. Licensors may charge the invitees of Licensee and its tenants who are not Permittees for parking in the Commercial Parking Facility on an hourly basis; provided, however, that Licensors shall make hourly validations available to Licensee to cover parking at a cost equal to the then current publicly advertised cost of parking in the Commercial Parking Facility for the comparable period.

5. Payment of Licensee's Share of Commercial Parking Facility Net Cash Flow. Licensors, or its agent, shall collect all Commercial Parking Facility Revenue and pay all Commercial Parking Facility Expenses. Because it is anticipated that Licensee will exercise the Option set forth in Section 15, the following procedure shall govern the collection of Commercial Parking Facility Revenue and payment of Commercial Parking Facility Expenses through the first to occur of the date of the Parking Closing or December 31, 2021. If Licensee does not timely exercise the Option, then, Licensors and Licensee shall agree upon a more detailed provision governing the collection of Commercial Parking Facility Revenue and payment of Commercial Facility Parking Expenses by Licensors.

(a) Licensee shall pay its Parking Charges to Licensee not later than the first day of each calendar month.

(b) If Licensee collects any Commercial Parking Facility Revenue from its tenants or otherwise, it shall promptly pay the same to Licensors.

(c) As soon as possible after each calendar month Licensor shall deliver to Licensee a statement showing the Commercial Parking Facility Parking Revenue, Commercial Parking Facility Expenses and Licensee's Share of Commercial Parking Facility Net Cash Flow (the "Reconciliation Statement"). Licensee acknowledges that the Reconciliation Statement may set aside commercially reasonable reserves for expenses that do not occur on a regular monthly basis.

(d) Licensee's Share of Commercial Parking Facility Net Cash Flow and Licensor's Share of Commercial Parking Facility Net Cash Flow shall be paid monthly with the Reconciliation Statement.

(e) Licensor shall reconcile the amount of Commercial Parking Facility Net Cash Flow due to Licensee annually as soon as possible after the end of each calendar year and, if applicable, the Option Closing. All of the Reconciliation Statements for a calendar year shall be conclusive and binding upon Licensee unless within ninety (90) days after the receipt of such annual reconciliation Licensee shall notify Licensor that it disputes the correctness thereof, specifying the particular respects in which the statement is claimed to be incorrect. Any such dispute shall be subject to Mediation pursuant to Section 9.

6. Limitations and Rules. Permittees shall be permitted to park in the Commercial Parking Facility so long as the Permittees do not violate the reasonable rules and regulations covering the use of the Commercial Parking Facility promulgated from time to time by Licensor on a commercially reasonable basis.

7. Indemnification. Licensee agrees to indemnify, defend, and hold Licensor harmless for, from, and against any injury, cost, liability, or expense to person or property arising out of Licensee's exercise of the rights granted by this Agreement, whether by Licensee, Licensee's employees or Licensee's Permittees, except to the extent such injury, cost, liability or expense arises out of the Licensor's negligence or willful misconduct.

8. Term. Except as specifically provided below, this Agreement shall be perpetual in nature and may not be terminated. Notwithstanding the foregoing, this Agreement shall terminate automatically and without any further action on behalf of the parties in the event the destruction or condemnation of substantially all of the Commercial Parking Facility; provided, if the Commercial Parking Facility is rebuilt or replaced, Licensee shall have a right of first refusal to license a number of parking spaces equal to Licensee's Entitlement substantially in accordance with the terms of this Agreement. This Agreement may not be terminated by Licensor for default on the part of Licensee; provided, however, that Licensor may bring an action for specific performance or damages and may terminate Licensee's use of the Commercial Parking Facility for so long as the default remains uncured if Licensee's default is either: (a) a failure to pay the Licensee's Share of Operating Costs that is not cured within thirty (30) business days after written notice from Licensor to Licensee that Licensee's payment of the then applicable Base Parking Fee is past due; or (b) distribution of Parking Passes in violation of this Agreement. Notwithstanding the foregoing, Licensor will not take any action to terminate Licensee's use of the Commercial Parking Facility with respect to any event of default arising with respect to a non-monetary obligation of Licensee unless and until Licensee shall fail to fully rectify and cure the event of default within thirty (30) days after final adjudication (by the highest court to which

the matter may be appealed) that Licensee is in default under this Agreement (or within such long period of time as may be reasonably required to cure a non-monetary Event of Default which, due to its nature, cannot reasonably be rectified within thirty (30) days, so long as within said thirty (30) day period Licensee uses reasonable diligence in commencing to effect a cure and thereafter diligently pursues such efforts). The provisions of this Section are intended to limit the remedies of the Licensor in the event of default on the part of Licensee. Notwithstanding the foregoing, any Mortgagee (defined below) that acquires 102 Parcel and Licensee's interest in this Agreement by foreclosure, trustee's sale or a deed in lieu thereof, and any transferee of such Mortgagee, shall be required to perform only such obligations under this Agreement arising from and after the date of the said Mortgagee's acquisition of 102 Parcel.

9. Resolution of Parking Difficulties. If there is a dispute regarding whether parking spaces are not Generally Available to Permittees, Licensee may notify Licensor of such occurrence in writing, which notice shall describe the occurrence, and Licensor shall promptly use its diligent commercially reasonable best efforts to remedy the problem. In addition, if Licensee believes that parking spaces are not Generally Available to Permittees and Licensor has not adequately responded, Licensee may notify Licensor of such claim in writing setting forth the basis for the claim and any recommendations for the steps which, if taken, would resolve the claim. Licensee and Licensor shall attempt in good faith to resolve any dispute regarding compliance by Licensor with its obligations under this Agreement. If Licensor and Licensee fail to agree upon how to resolve any dispute regarding an Reconciliation Statement or as to whether parking spaces are Generally Available, then, prior to exercising any other remedies available or required under this Agreement or otherwise available at law or equity, Licensor and Licensee shall first attempt in good faith to settle any dispute arising out of or relating to this Agreement or its breach by mediation ("Mediation"). Either Licensor or Licensee may demand Mediation by written notice. The Mediation is to be administered by a mediator mutually agreed upon by the parties to the dispute, in the absence of an agreement upon a mediator, any party to the dispute may petition the Chief Judge of The Third Judicial District Court in and for Salt Lake County, Utah to appoint a mediator. If the Mediation does not resolve the dispute, Licensor or Licensee may pursue any other remedy available at law or equity. Licensor and Licensee shall each pay its own Mediation costs and one-half (1/2) of the cost of the Mediation.

10. Successors and Assigns, Assignment, Apurtenant to the Land. Licensee's rights and obligations under this Agreement shall run with 102 Parcel, shall be appurtenant to 102 Parcel and may not be partitioned or separated from 102 Parcel or any part thereof, except as may be approved by Licensor in writing in connection with a subdivision of 102 Parcel pursuant to the terms and conditions set forth in the Declaration. Except as specifically provided herein, no Assignment by Licensee of this Agreement or any rights hereunder shall be valid without the prior written consent of Licensor. Notwithstanding the foregoing, Licensee may, without the consent of Licensor, assign its rights, together with its obligations under this Agreement, to any subsequent owner of all or any part of 102 Parcel, including any mortgagee of all or any part of 102 Parcel. Upon any partial assignment, Licensor and Licensee shall prepare and execute an agreement in form and content identical to this Agreement, which is limited in scope to the portion of 102 Parcel transferred or conveyed pursuant to such assignment.

11. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. This Agreement may not be modified or amended without the written agreement of both parties, and, if applicable, any Mortgagee holding a first position lien of record (i.e. a lien created by a mortgage or deed of trust that is not subordinate to any other monetary lien or encumbrance, except liens for taxes or other liens which are given priority by statute) on either 102 Parcel or the Commercial Parking Facility.

12. Miscellaneous. Both parties agree that, should either party default in any of the covenants or agreements herein contained, the prevailing party in litigation shall be entitled to all costs and expenses, including a reasonable attorney's fee. Time is of the essence with respect to the obligations of the parties to this Agreement.

13. Covenants Run With Land. This Agreement shall inure to the benefit of and be binding upon Licensor and Licensee and their respective successors and assigns, and the benefits and burdens created by this Agreement shall run with the land with respect to 102 Parcel and the Commercial Parking Facility.

14. Estoppel Certificates. Within ten (10) days after request, each party shall furnish to the other party, for use by such party and/or potential buyers, lenders, and tenants, a statement describing any alleged breaches of this Agreement, or if none, so stating, and such other matters relating to this Agreement as may reasonably be requested.

15. Option to Purchase Commercial Parking Facility. At any time prior to 145 days after the Effective Date, Licensee shall have the one-time right and option (the "Option") to elect in writing to acquire and purchase fee title to Commercial Parking Parcel subject to the matters of record set forth on Exhibit C (the "Permitted Title Exceptions"). If such Option is not timely exercised by Licensee, the Option shall expire without further notice or action. If such Option is timely exercised, the purchase price for fee title to the Commercial Parking Parcel shall be the sum of \$2,100,000.00 (the "Parking Purchase Price") and the closing of the purchase of the Commercial Parking Parcel (the "Parking Closing") shall occur not later than 175 days after the Effective Date of this Agreement. The Parking Purchase Price shall be paid by wire transfer of good funds at the Parking Closing and Licensor shall convey title by special warranty deed subject to Permitted Title Exceptions. To the extent applicable, the Parking Closing shall otherwise be conducted through an escrow with Cottonwood Title Company. Licensor acknowledges that Vic Galanis through Colliers International represent Licensee in connection with the portion of the transaction that results in the Parking Purchase Price, and agrees to compensate such brokers in accordance with the terms of a separate agreement between Licensor and such broker. Licensee agrees that it has been or will be given an opportunity to inspect the Commercial Parking Parcel and is accepting the Commercial Parking Parcel and the Commercial Parking Facility in its "AS-IS" condition as of the date the Option is exercised less ordinary wear and tear from the Effective Date until the Parking Closing. Notwithstanding the foregoing, and subject to Licensee paying Licensee's Share of Commercial Parking Facility Expenses, Licensor acknowledges its obligation not to defer any day-to-day maintenance until the Parking Closing Date.

16. Licensee a Governmental Entity. Licenser acknowledges that Licensee is a governmental entity under the Governmental Immunity Act of Utah, Utah Code Ann., Section 63G-7-101 et seq., as amended (the “Act”). Nothing in this Agreement shall be construed as a waiver by Licensee of any protections, rights, or defenses applicable to Licensee under the Act, including without limitation, the provisions of Section 63G-7-604 regarding limitation of judgments. It is not the intent of Licensee to incur by contract any liability for the operations, acts, or omissions of Licenser or any third party and nothing in this Agreement shall be so interpreted or construed. Without limiting the generality of the foregoing, and notwithstanding any provisions to the contrary in this Agreement, any obligations of the Licensee in this Agreement to indemnify, reimburse, defend, protect, and hold exempt or harmless will be subject to the Act, are limited to the amounts established in Section 63B-7-604 of the Act, and are further limited only to claims that arise from the negligent acts or omissions of Licensee. The assumption of risk, limitations of liability, and releases contained in other provisions of this Agreement shall not apply to claims because of bodily injury or death, or damage to or destruction of tangible property, or other damage to the extent resulting from the sole negligence gross negligence, or willful misconduct on the part of Licenser or its officers, agents, servants, and employees. For avoidance of doubt or ambiguity, the foregoing provisions are only applicable to the University of Utah and are not applicable to any permitted successor or assign of the University of Utah’s rights under this Agreement. In the event of a conflict or inconsistency between the provisions of this Section 16 and any other provisions of this Agreement, the provisions of this Section 16 shall prevail.

(Signatures begin on following page)

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first set forth above.

“LICENSOR”

LICENSOR:

BOYER 102, L.C. a Utah limited liability company,
by its Manager:

THE BOYER COMPANY, L.C., a Utah limited
liability company



By: _____

Name: Brita Goetzlar

Its: Manager

“LICENSEE”

THE UNIVERSITY OF UTAH, a body politic and
corporate of the State of Utah.

By: _____

Patricia A. Ross
Chief Business Strategy Officer

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first set forth above.

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BOYER 102, L.C. a Utah limited liability company,
by its Manager:

THE BOYER COMPANY, L.C., a Utah limited
liability company

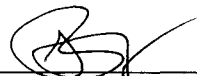
By: _____

Name: _____

Its: Manager

“LICENSEE”

THE UNIVERSITY OF UTAH, a body politic and
corporate of the State of Utah.

By:  _____

Patricia A. Ross

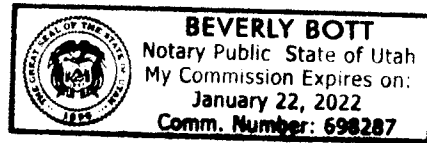
Chief Business Strategy Officer

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

On the 17th day of August, 2020, personally appeared before me Brian Gochmour, who is a manager of THE BOYER COMPANY, L.C., a Utah limited liability company, which is a manager of BOYER 102, L.C., a Utah limited liability company.

Beverly Bott
NOTARY PUBLIC
Residing at: Salt Lake County, Utah

My Commission Expires: 1/22/22



State of Utah)
 : ss.
County of Salt Lake)

On the ____ day of August, 2020, personally appeared before me Patricia A. Ross, who being by me duly sworn, did say that she executed the foregoing instrument as Chief Business Strategy Officer of the University of Utah and she acknowledged to me that the University of Utah executed the same.

Notary Public
Residing at: _____

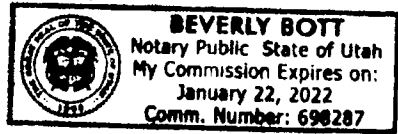
My Commission Expires:

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

On the 17th day of August, 2020, personally appeared before me Brian Gochmour, who is a manager of THE BOYER COMPANY, L.C., a Utah limited liability company, which is a manager of BOYER 102, L.C., a Utah limited liability company.

Beverly Bott
NOTARY PUBLIC
Residing at: Salt Lake County, Utah

My Commission Expires: 1/22/22



State of Utah)
 : ss.
County of Salt Lake)

On the 18 day of August, 2020, personally appeared before me Patricia A. Ross, who being by me duly sworn, did say that she executed the foregoing instrument as Chief Business Strategy Officer of the University of Utah and she acknowledged to me that the University of Utah executed the same.

Heidi Stucker
Notary Public
Residing at: SALT LAKE COUNTY, UTAH

My Commission Expires:
5/3/2022



EXHIBIT A
TO
PARKING LICENSE AGREEMENT

(Legal Description of 102 Parcel)

PARCEL 1:

A parcel of ground located in Lot 6 and Lot 7, Block 71, Plat "A" Salt Lake City Survey, said parcel also being a part of that certain parcel conveyed to Boyer 102, L.C. by Special Warranty Deed recorded August 15, 2014 as Entry No. 11898117 in Book 10253 at Pages 2636 through 2638 in the office of the Salt Lake County Recorder, said parcel being described more particularly as follows:

Beginning at a point North 00°01'43" West along the East line of said Lot 7 a distance of 51.02 feet and South 89°58'20" West 194.80 feet from the Southeast corner of said Lot 7, said point also being North 00°01'23" West along the monument line of State Street 227.91 feet (North 00°01'43" West 227.71 feet by Deed) and North 89°58'39" East 533.70 feet (North 89°58'22" East by Deed) and North 00°01'43" West 216.01 feet from a brass cap monument located in the intersection of said State Street and 200 South Street and running thence North 00°01'43" West 31.52 feet to a point on a Northerly line of said Boyer 102 parcel; thence Easterly and Northerly along said Northerly line and of the Westerly lines of said parcel the following six courses: 1) North 89°58'59" East 29.71 feet (North 89°58'22" East by Deed), 2) North 00°01'51" West 19.52 feet (North 00°01'43" West 19.50 feet by Deed), 3) South 89°59'18" West 10.50 feet (South 89°58'22" West by Deed); 4) North 00°01'51" West 63.00 feet (North 00°01'43" West by Deed); thence South 89°59'18" West 35.66 feet; thence North 00°01'44" West 165.03 feet to a Northwest corner of said Boyer 102 parcel and to a point on the North line of said Lot 6; thence North 89°59'38" East along said North line 211.25 feet (North 89°58'22" East 211.00 feet by Deed) to the Northeast corner of said Lot 6; thence South 00°01'43" East along the East line of said Lot 6 and Lot 7 a distance of 278.99 feet; thence South 89°58'20" West 194.80 feet (South 89°58'22" West by Deed) to the point of beginning.

PARCEL 2:

The non-exclusive easements for vehicular and pedestrian access, ingress and egress, and for utilities, appurtenant to Parcel 1 described herein, as provided for in that certain Reciprocal Easements Agreement recorded in the official records of the Salt Lake County Recorder on June 4, 2014, as Entry No. 11860095, in Book 10235, at Page 7647, as amended by that certain Amendment to Reciprocal Easements Agreement dated December 6, 2017, and recorded in the official records of the Salt Lake County Recorder on December 12, 2017, as Entry No. 12677786, in Book 10628, at Page 8361, and corrected by that certain Correction to Amendment to Reciprocal Easements Agreement dated November 14, 2019, and recorded in the official records of the Salt Lake County Recorder on July 10, 2020 as Entry No. 13324604 in Book 10976 at Page 6376.

Tax Id No.: 16-06-107-042

EXHIBIT B
TO
PARKING LICENSE AGREEMENT

(Legal Description of Commercial Parking Parcel)

The Commercial Parking Unit, contained within the BLOCK 71 CONDOMINIUMS, as identified in the Condominium Plat recorded in Salt Lake County, Utah, on August 9, 2019 as Entry No. 13048893 in Book 2019P of Plats, at Page 221 (as said Condominium Plat shall have heretofore been amended or supplemented) and in the Declaration of Condominium for Block 71 Condominiums, recorded in Salt Lake County, Utah on August 9, 2019, as Entry No. 13048894, in Book 10814 at Page 6330 (as said Declaration may have heretofore been amended or supplemented).

TOGETHER WITH the undivided ownership interest in said Project's Common Elements that is appurtenant to said Unit as more particularly described in said Declaration.

PARCEL 3:

The non-exclusive easements for vehicular and pedestrian access, ingress and egress, and for utilities, appurtenant to Parcel 1 and Parcel 2 described herein, as provided for in that certain Reciprocal Easements Agreement recorded in the official records of the Salt Lake County Recorder on June 4, 2014, as Entry No. 11860095, in Book 10235, at Page 7647, as amended by that certain Amendment to Reciprocal Easements Agreement dated December 6, 2017, and recorded in the official records of the Salt Lake County Recorder on December 12, 2017, as Entry No. 12677786, in Book 10628, at Page 8361, and corrected by that certain Correction to Amendment to Reciprocal Easements Agreement dated November 14, 2019, and recorded in the official records of the Salt Lake County Recorder on July 10, 2020 as Entry No. 13324604 in Book 10976 at Page 6376.

Tax Id No.: 16-06-107-042 and 16-06-112-001

EXHIBIT C
TO
PARKING LICENSE AGREEMENT

(Permitted Title Exceptions-Commercial Parking Parcel)

1. The herein described Land is located within the boundaries of Salt Lake City, Salt Lake Metropolitan Water District, Salt Lake City Mosquito Abatement District, Central Utah Water Conservancy District, and is subject to any and all charges and assessments levied thereunder.
2. Said Land is located within the Downtown Economic Development CBIA-19 Special Assessment District and is subject to any and all assessments and charges levied thereby. Contact the Salt Lake City Treasurer at 801-535-7946 for further information or visit www.slcgov.com/online-services/online-services.
3. Notice of Assessment Interest for the "Salt Lake City, Utah Central Business Improvement Assessment Area No. DA-CBIA-19" recorded November 15, 2019 as Entry No. 13125586 in Book 10860 at Page 7442.
4. Easement as contained in that certain Warranty Deed, dated February 9, 1954 and recorded February 9, 1954 as Entry No. 1360410 in Book 1064 at Page 578. (affects Parcel 2)
5. Right of Way Easement in favor of the Mountain States Telephone and Telegraph Company, to construct, operate, maintain and remove communication equipment and other facilities, from time to time, upon over, under and across a portion of the subject Land, recorded April 10, 1959, as Entry No. 1646854, in Book 1602, at Page 589. (affects Parcel 2)
6. Right of Way Easement in favor of the Mountain States Telephone and Telegraph Company, to construct, operate, maintain and remove communication equipment and other facilities, from time to time, upon over, under and across a portion of the subject Land, recorded April 10, 1959, as Entry No. 1646855, in Book 1602, at Page 590. (affects Parcel 2)
7. Permanent Easement in favor of the United States of America for the purpose of laying and maintaining 165 feet, more or less, of twelve-inch storm drain pipelines and incidental purposes, by instrument dated December 19, 1962 and recorded January 2, 1963, as Entry No. 1891408, in Book 2003, at Page 89. (affects Parcel 2)
8. Easement in favor of Utah Power and Light Company, to construct, reconstruct, operate, maintain and repair electric transmission and other equipment over, under and across a portion of the subject Land. Said Easement recorded September 29, 1972, as Entry No.

2488488, in Book 3165, at Page 496. (affects Parcel 2)

9. Reciprocal Easements Agreement by and between The United States of America, acting by and through the Administrator of General Services and Boyer QC Holdings, L.C., a Utah limited liability company, recorded June 4, 2014 as Entry No. 11860095 in Book 10235 at Page 7647.

Amendment to Reciprocal Easements Agreement recorded December 12, 2017 as Entry No. 12677786 in Book 10628 at Page 8361.

Correction to Amendment to Reciprocal Easements Agreement recorded July 10, 2020 as Entry No. 13324604 in Book 10976 at Page 6376.

10. Declaration of Easement by and between Boyer 102, L.C., a Utah limited liability company and Liberty Crest Associates, LLC, a Utah limited liability company and Ferreira Property Associates, LLC, a Utah limited liability company, dated December 5, 2014 and recorded December 12, 2014 as Entry No. 11960869 in Book 10281 at Page 4753.
11. Easements, notes and restrictions as shown on the recorded plat for Block 71 Condominiums Plat, recorded August 9, 2019 as Entry No. 13048893 in Book 2019P at Page 221.
12. Terms, provisions, covenants, conditions, restrictions, easements, charges, assessments and liens provided for in that certain Declaration of Condominiums of Block 71 Condominiums recorded August 9, 2019 as Entry No. 13048894 in Book 10814 at Page 6330, but omitting any covenant, condition or restriction, if any, based on race, color, religion, sex, handicap, familial status or national origin unless and only to the extent that the covenant, condition or restriction (a) is exempt under Title 42 of the United States Code, or (b) relates to handicap, but does not discriminate against handicapped persons.
13. Access Agreement (With Temporary Construction Easement) by and among Boyer 102, L.C., a Utah limited liability company and Boyer 151, L.C., a Utah limited liability company, dated August 7, 2019 and recorded August 9, 2019 as Entry No. 13048898 in Book 10814 at Page 6428.
14. Terms and provisions of a lease executed by Boyer 102, L.C., a Utah limited liability company as Landlord and Strong & Hanni, P.C., a Utah professional corporation as Tenant, dated February 14, 2014 and recorded February 14, 2014 as Entry No. 11804712, in Book 10211, at Page 3302 of Official Records.

Amendment to Memorandum of Lease recorded April 27, 2020 as Entry No. 13255032 in Book 10934 at Page 3542.

15. Rights of tenant(s) in the Land, if any, and rights of all parties claiming by, through or under said tenant(s).

16. Notwithstanding those items described herein-above, the Land is also subject to any additional discrepancies, conflicts in the boundary lines, shortage in area, encroachments, or any other facts which an ALTA/NSPS Survey, (made in accordance with the current Minimum Standard Detail Requirements for Land Title Surveys jointly established and adopted by (ALTA) American Land Title Association and (NSPS) National Society of Professional Surveyors) may disclose.