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RASHELLE HOBBS
Recorder, Salt Lake County, UT
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WHEN RECORDED, RETURN TO:

Parr Brown Gee & Loveless
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Salt Lake City, Utah 84111
Attention: Lamont Richardson, Esq.

Space Above for Recorder's Use

34-07-300-019 and 34-07-301-001

DECLARATION AND ESTABLISHMENT

OF

PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS

AND

GRANT OF EASEMENTS

DECLARATION AND ESTABLISHMENT OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS AND GRANT OF EASEMENTS

This Declaration and Establishment of Protective Covenants, Conditions and Restrictions and Grant of Easements (this “**Declaration**”) is made effective as of February 15, 2019, by **HIGHLINE OFFICE 1, L.C.**, a Utah limited liability company (“**Highline**”), and **TRIPLE S INVESTMENT CO. L.L.C.**, a Utah limited liability company (“**Staker**”). Highline and Staker are sometimes referred to herein individually as a “**Party**” and collectively as the “**Parties**”.

RECITALS

A. Highline is the owner of real property located in Draper City, Salt Lake County, Utah, more particularly described on Exhibit A attached hereto and made a part hereof (the “**Office Parcel**”).

B. Highline is the owner of real property located in Draper City, Salt Lake County, Utah, more particularly described on Exhibit B attached hereto and made a part hereof (the “**Parking Parcel**”).

C. Staker is the owner of real property located in Draper City, Salt Lake County, Utah, more particularly described on Exhibit C attached hereto and made a part hereof (collectively, the “**Staker Parcel**”; and together with the Office Parcel and the Parking Parcel, as appropriate, collectively, the “**Property**”). The Staker Parcel includes the Hotel Parcel and the Expansion Parcel, as such terms are defined below.

D. The Parties have agreed to certain provisions regarding the development of their respective properties (the “**Planned Project**”). The current site plan depicting various portions of the Planned Project is attached as Exhibit D (“**Site Plan**”). The term “**Project**” shall mean the Planned Project if the same is developed and remains in operation or such other Buildings and uses as may be developed and operated, from time to time, on the Property.

E. The Parties desire to enter into this Declaration for the purposes of setting forth certain covenants, conditions and restrictions which bind the Property, and grant certain easements over the Property, all on the terms more specifically set forth herein.

NOW, THEREFORE, with reference to the foregoing Recitals and upon the terms and conditions contained herein, the Parties hereby agree as follows:

**Article 1
DEFINITIONS**

1.1 Actual Parking Allocation.

Is defined in Section 4.6(c).

1.2 Building.

Any building now or hereafter constructed on a Parcel (including, without limitation, all extensions or projections thereof, all structures or facilities accessory or integral thereto, and any canopies or overhangs, porches, enclosed walkways, and similar items), but excluding a separately standing parking garage.

1.3 Building Ratio.

The ratio for each Building determined by dividing the square footage of each Building by the total square footage of all Buildings within the Project, but excluding any portion of a Building, or separately standing Building, which constitutes a parking garage.

1.4 Common Areas.

All the areas within the Property which are designated by the Owners (as hereinafter provided) and made available for the general use, convenience and benefit of the Owners and their Permittees and/or the public. The initial Common Areas, if any, shall be those set forth in the Site Plan; provided, however, that each Owner reserves the right to make adjustments in the location of the Common Areas on its Parcel, without the consent or approval of any other Owner, so long as such adjustment complies with Section 4.4 below and the newly designated Common Area does not unreasonably restrict the ingress and egress across such Parcel.

1.5 Cross-Parking Fee.

Is defined in Section 4.6(e).

1.6 Cross-Parking Notice.

Is defined in Section 4.6(e).

1.7 Cross-Parking Option.

Is defined in Section 4.6(e).

1.8 Declaration.

This Declaration and Establishment of Protective Covenants, Conditions and Restrictions and Grant of Easements, as amended, restated, supplemented or otherwise modified from time to time.

1.9 Default Rate.

The annual rate of interest equal to the interest rate per annum published by the *Wall Street Journal* as the prime rate (or in the event the *Wall Street Journal* no longer publishes a prime rate, then the prime rate or reference rate announced by the then largest chartered bank in Utah in terms of deposits) from time to time, plus two percentage points per annum, but in no event more than any maximum rate of interest permitted by law.

1.10 Dominant Estate.

With respect to each easement granted pursuant to the provisions of this Declaration that is expressly for the benefit of one or more other Parcels (other than the Servient Estate), the Parcel so benefited; provided, however, where only a portion of a Parcel is benefited by a particular easement, only that portion so benefited shall be deemed to be the Dominant Estate.

1.11 Environmental Law.

Any and all federal, state or local environmental, health and/or safety-related laws, regulations, standards, decisions of courts, ordinances, rules, codes, orders, decrees, directives, guidelines, permits or permit conditions, currently existing and as amended, enacted, issued or adopted in the future which are or become applicable to a Parcel or the use thereof.

1.12 Expansion Building(s).

The Building(s) constructed pursuant to the Expansion Option Agreement.

1.13 Expansion Option Agreement.

That certain Expansion Option Agreement dated August 31, 2018, by and between Highline and Pluralsight, as the same may be amended, restated, modified, separated and assigned from time to time as permitted therein.

1.14 Expansion Parcel.

The Parcel described on Exhibit E which is a portion of the Staker Parcel.

1.15 Expansion Parcel Lease.

The Lease(s) entered into for space within an Expansion Building.

1.16 First Class.

Good condition and repair and at a standard of maintenance, repair and operation at least equal to the standard maintained in similar properties in the Salt Lake County area.

1.17 Governmental Restrictions.

Any or all laws, statutes, ordinances, codes, decrees, rulings, regulations, writs, injunctions, orders, rules, conditions of approval or authorization of any governmental entity, agency or political subdivision, whether now in force or which may hereafter be in force.

1.18 Hazardous Materials

Any chemical, substance, material, controlled substance, object, condition, waste, living organism or combination thereof which is or may be hazardous to human health or safety or to the environment due to its radioactivity, ignitability, corrosivity, reactivity, explosivity, toxicity, carcinogenicity, mutagenicity, phytotoxicity, infectiousness or other harmful or potentially harmful properties or effects, including, without limitation, petroleum and petroleum products, asbestos, radon, polychlorinated biphenyls (“PCBs”), refrigerants (including those substances

defined in the Environmental Protection Agency's "**Refrigerant Recycling Rule**," as amended from time to time), and all of those chemicals, substances, materials, controlled substances, objects, conditions, wastes, living organisms or combinations thereof which are now or become in the future listed, defined or regulated in any manner by any Environmental Law based upon, directly or indirectly, such properties or effects.

1.19 Hotel Cross-Parking Area.

Is defined in Section 4.6(f).

1.20 Hotel Parcel.

The Parcel described on Exhibit F which is a portion of the Staker Parcel.

1.21 Index.

The Consumer Price Index published by the United States Department of Labor, Bureau of Labor Statistics (the "**Bureau**") "All Items" for All Urban Consumers, U.S. City Average (1982-84 = 100). Should the Bureau discontinue the publication of the Index, publish the same less frequently or alter the same in some other manner, the most nearly comparable index or procedure as determined by the Owners will be substituted therefor.

1.22 Maximum Parking Allocation.

Is defined in Section 4.6(c).

1.23 Minimum Parking Allocation.

Is defined in Section 4.6(c).

1.24 Mortgage.

An indenture of mortgage or deed of trust on a Parcel or any portion thereof, in each case entered into by such Owner in good faith in favor of a third party (not affiliated with such Owner) for value. A Mortgage shall include a "Sale and Leaseback" (meaning a transaction whereby an Owner conveys its fee or a leasehold estate in such Parcel and such conveyance is followed immediately by a leaseback or sub-leaseback of the entire interest so conveyed or the improvements thereupon to such Owner, or to a party wholly controlled by such Owner).

1.25 Mortgagee.

Any mortgagee or beneficiary under a Mortgage (or if the Mortgage is a Sale and Leaseback, the lessor under such arrangement).

1.26 Office Parcel Amenities.

A volleyball, basketball or pickleball court, an outdoor shaded dining area, and other related amenities located in the Office Parcel Amenity Area.

1.27 Office Parcel Amenity Area.

The area on the Parking Parcel in which the Office Parcel Amenities are located, as depicted on the Site Plan.

1.28 Owner.

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

1.29 Parcel or Parcels.

Each separate legal parcel comprising the Property, whether now existing or hereafter created.

1.30 Parking Allocation.

The number of parking stalls allocated to an Owner of a Parcel constituting a Dominant Estate on another Owner's Parcel constituting a Servient Estate for use by the Permittees of the Owner of the Dominant Estate.

1.31 Parking Areas.

The areas on any Parcel that are used at any time and from time to time for parking, including, without limitation, parking stalls in parking garages, in conformance with this Declaration.

1.32 Permittees.

The Owners of all or any portions of a Parcel and their respective heirs, successors, assigns, grantees, tenants and subtenants and all Persons who now hold, or hereafter hold, portions of a Parcel, or any leasehold estate therein, or building space thereon; and respective tenants or subtenants thereof; and the officers, directors, concessionaires, agents, employees, contractors, customers, visitors and licensees and invitees of any of them.

1.33 Permitted Building Area.

The area depicted on the Site Plan as the "Permitted Building Area".

1.34 Person.

Any natural person, partnership, trust, corporation, limited liability company or other legal entity.

1.35 Pluralsight.

Pluralsight, LLC, a Nevada limited liability company, together with its permitted successors and assigns under the Pluralsight Lease.

1.36 Pluralsight Lease.

That certain Lease Agreement dated August 30, 2018, by and between Highline, as landlord, and Pluralsight, as tenant, as the same may be amended and modified from time to time as permitted therein.

1.37 Prohibited Building Area.

The area depicted on the Site Plan as the "Prohibited Building Area".

1.38 Prohibited Uses.

Any of the following:

- (a) any use which constitutes a public or private nuisance;
- (b) any use which produces noise or sound which may be heard outside of any Building and is objectionable due to intermittence, beat, frequency, shrillness or loudness; provided, however, this restriction will not apply to periodic uses in connection with national, regional or other holidays or events of significance in the area of the Property or for a Permittee of any Parcel so long as such periodic uses comply with Governmental Restrictions;
- (c) any use which produces any noxious odor which may be smelled outside any Building other than such odors as are typically incidental to first class operations. By way of example, odors typically incidental to beauty and nail salons, restaurants, cafeterias, fast food restaurants or other food service establishments are permitted;
- (d) any use which produces any excessive quantity of dust, dirt or ash;
- (e) any use involving unusual fire, explosive or other damaging or dangerous hazards (including the storage, display or sale of explosives or fireworks); provided, however, this restriction will not apply to periodic uses in connection with national, regional or other holidays or events of significance in the area of the Property or for a Permittee of any Parcel so long as such periodic uses comply with Governmental Restrictions;
- (f) any heavy manufacturing, distillation, refining, smelting, agriculture or mining operation;

- (g) any mobile home or trailer court, mortuary, lot for the sale of new or used vehicles, labor camp, junkyard, stock yard or use involving animal raising;
- (h) any operation for drilling for and/or removal of subsurface substances;
- (i) any operation involving dumping, disposal, incineration or reduction of garbage or refuse, other than in enclosed receptacles intended for such purposes;
- (j) the use, generation or storage of Hazardous Materials, other than office and janitorial supplies and materials customarily used in connection with uses of a Parcel permitted under this Declaration, provided such use, generation or storage shall comply with all Environmental Laws;
- (k) any automobile body and fender repair shop operation;
- (l) any off-track betting facility; and
- (m) overnight parking of trailers, RVs, or other recreational vehicles on the Parking Parcel, except in the regular course of business by guests renting rooms in the hotel located on the Hotel Parcel; provided, however, the foregoing restriction shall not apply to the Owner of the Office Parcel or its Permittees on the Parking Parcel.

1.39 Reimbursable Parking Costs.

All Taxes, insurance costs, day-to-day maintenance costs, and other reasonable costs associated with the Parking Areas on a Parcel but excluding capital improvements. If any of the foregoing Reimbursable Parking Costs are not separately assessed to the applicable Parking Areas on a Parcel, such costs will be proportionally allocated between the Parking Areas, Buildings and other Common Areas on a Parcel.

1.40 Required Consenting Owners.

Each of the Owners of a Parcel.

1.41 Servient Estate.

With respect to each easement granted pursuant to the provisions of this Declaration, the Parcel upon which such easement is located; provided, however, where only a portion of a Parcel is bound and burdened, only that portion so bound and burdened shall be deemed to be the Servient Estate.

1.42 UTA Parcel.

Is defined in Section 9.21.

Article 2
USE IN GENERAL

Except as otherwise limited pursuant to this Declaration and matters of record recorded against a Parcel prior to the date hereof, each Parcel may be used for any lawful use. No portion of the Property will be used for a Prohibited Use. The use of any Building located on the Parking Parcel or Expansion Parcel shall be limited to office and parking uses (along with related ancillary uses, including ancillary retail uses).

Article 3
BUILDING RIGHTS, AND RESTRICTIONS

3.1 Except with the consent of Pluralsight, no Building will be erected, placed or maintained within the "Prohibited Building Area" shown on the Site Plan so long as the Pluralsight Lease is in full force and effect.

3.2 So long as the Expansion Agreement is in full force and effect, buildings or other structures may only be built on the Expansion Parcel or Parking Parcel within the Permitted Building Area. Notwithstanding the foregoing, in the event Pluralsight has entered into an Expansion Parcel Lease for one or more Expansion Buildings equaling a total of 250,000 square feet or more, (a) such Expansion Building(s) may be located on the Expansion Parcel and Parking Parcel outside of the Permitted Building Area, and (b), so long as each such Expansion Parcel Lease is in full force and effect, no additional buildings will be constructed on the Expansion Parcel or Parking Parcel without the written consent of Pluralsight. Nothing in this Section shall restrict the location of any Buildings on the Hotel Parcel.

Article 4
PROJECT EASEMENTS AND RIGHTS

4.1 Office Amenity Easements. The Owner of the Parking Parcel hereby establishes and grants for the benefit of, and as an appurtenance to, the Office Parcel and for the exclusive benefit of the Owner of Office Parcel and its Permittees, irrevocable, exclusive easements over, across, upon and beneath the Office Parcel Amenity Area located on the Parking Parcel for the exclusive use of the Office Parking Amenities by the Owner of the Office Parcel and its Permittees so long as Pluralsight is the tenant of the Office Parcel under the Pluralsight Lease. In the event Pluralsight is no longer the tenant of the Office Parcel under the Pluralsight Lease, the Office Parcel Amenity Area and the Office Parcel Amenities shall be treated as Common Area for all purposes under this Declaration.

4.2 Common Area Easements.

Each Owner hereby establishes and grants for the benefit of, and as appurtenances to, each other Parcel and for the benefit of the Owner of each of the other Parcels from time to time and their respective Permittees, irrevocable, non-exclusive easements over, across, upon and beneath the Common Area located on such Owner's Parcel(s) for the purposes set forth in Section 4.3. Nothing in this Section or elsewhere in this Declaration will be deemed to be or

constitute a gift or dedication of any portion of the Property to the general public or for any public use or purpose whatsoever.

4.3 Permitted Common Area Uses.

The Common Area will be used for the purposes set forth in this Section.

(a) Subject to the Prohibited Uses and the restrictions set forth in Sections 4.6 hereof, the parking of passenger vehicles and access of pedestrian and vehicular traffic of Permittees in the Parking Areas.

(b) For ingress and egress, upon, over and across the Parking Areas on each Parcel for pedestrian use by the Permittees of each other Parcel.

(c) Ingress and egress, upon, over and across the Parking Areas on each Parcel for the purpose of furnishing access and the right of access for the vehicles of the Permittees of each other Parcel and for ingress and egress for emergency vehicles.

(d) Ingress and egress, upon, over and across the Parking Areas on each Parcel for the purpose of delivery of goods, wares, merchandise and the rendering of services to all occupants of the Property. Each Permittee of a Parcel will use commercially reasonable efforts to have deliveries made within the areas designated for such purposes by the Owner of the Parcel. In the event it is necessary that deliveries be made other than in the areas designated by the Owner of the Parcel, or if no such areas are designated by the Owner of such Parcel, such deliveries will be made so as to cause the least amount of interference with the use of adjacent portions of the Common Area.

(e) Subject to the prior written approval of the Owner of the Servient Estate, which will not be unreasonably withheld, the temporary use of construction equipment and materials (including erection of ladders, scaffolding and store front barricades) during periods of construction, remodeling or repair, and ingress and egress for vehicles transporting construction materials and equipment and use thereof by construction equipment, including without limitation for the purpose of constructing, maintaining, repairing, replacing and reconstructing Buildings, Parking Areas, parking structures and other permitted improvements on a Parcel and, upon the condition, however, that (i) all construction, remodeling or repair of buildings, other improvements and appurtenances is diligently performed, (ii) such ladders, scaffolding and barricades are promptly removed upon completion of such work, (iii) such period of use shall not exceed thirty (30) days without the prior written approval, which shall not be unreasonably withheld, (iv) such activities shall not materially adversely interfere with the Owner's or Permittees' use of the affected Parcel or the business conducted on such affected Parcel, and (v) any area on the Common Area disturbed shall be restored to substantially the same condition it existed in prior to such activities.

(f) Each Owner hereby reserves the right to eject from the Common Areas designated for the use by others on its Parcel any Persons not authorized to use the same. In addition, each Owner reserves the right to close off the Common Areas designated for the use by others on its Parcel for such reasonable periods of time as may be required for serious security situations or legally necessary to prevent the acquisition of prescriptive rights by anyone;

provided, however, before closing off any part of the Common Areas designated for the use by others as provided above, such Owner must (except for temporary closings in the case of an emergency) give notice to the other Owners of its intention to do so and must coordinate its closing with the activities of each of the other Owners so that there is no unreasonable interference with the use, occupation or operation on the other Parcels by such other Owners or their respective Permittees.

4.4 Common Area and Parking Area Alteration.

The Owner of a Parcel shall be permitted to alter, relocate or change the configuration of the Common Areas and the Parking Areas on the Parcel (including any parking garages) which it owns at any time and from time to time but only upon strict compliance with the provisions of this Section.

(a) Any proposed alteration, relocation or other change shall comply with all laws and matters of record pertaining to the Property.

(b) Any proposed alteration, relocation or other change shall not, without the prior written consent of all Required Consenting Owners, permanently reduce the number of parking stalls located on a Parcel below those required by Governmental Restrictions or otherwise agreed to by such Owner, in writing (taking into account the parking rights granted in Section 4.6 hereof).

(c) The Owner proposing to make any alteration, relocation or other change shall pay the entire cost of such alteration, relocation or change.

(d) The Owner proposing to make such alteration, relocation or change may not perform any work on, or stage any work from, any other Parcel without the consent of the Owners, or if required by Section 4.4(b), the Required Consenting Owners, of the other Parcel(s) (the "**Consenting Owner**"), which consent shall not be unreasonably withheld, conditioned or delayed. In connection with obtaining such consent, the Owner proposing to make such alteration, relocation or change (the "**Submitting Owner**") shall provide copies of its preliminary plans to the Owners, or if consent of the Required Consenting Owners is required by Section 4.4(b), the Required Consenting Owners, of such other Parcel(s) prior to commencing such work for review and approval by the Owners or Required Consenting Owners, as applicable, of such other Parcel(s), which consent shall not be unreasonably withheld, conditioned or delayed. In the event a Submitting Owner submits a preliminary plan to the Consenting Owner for its consent as required by this subsection (d), such preliminary plan shall be deemed approved if not disapproved in writing within thirty (30) days of the delivery of the preliminary plans to the Consenting Owner. In the event a Consenting Owner disapproves of such preliminary plans, the Consenting Owner shall, within such thirty (30) day period, deliver to the Submitting Owner the Consenting Owner's written objections to the preliminary plans which objections shall include a reasonably detailed description of what changes, if made, would cause the Consenting Owner to give its approval of the preliminary plans. The Submitting Owner shall, to the extent the Submitting Owner agrees with the Consenting Owner's requested changes, revise the preliminary plans and resubmit them to the Consenting Owner for its approval in accordance with the procedures set forth above in this subsection (d).

Notwithstanding the foregoing to the contrary, an Owner shall not be required to obtain the consent of the other Owners to make any alteration, relocation or modification on such Owner's Parcel if such alteration, relocation or modification is required by Law, provided, the Owner making such alteration, relocation or modification shall give each of the other Owners at least thirty (30) days prior written notice of such change.

4.5 Encroachment Easement.

Should any Building or improvement constructed within the Property inadvertently encroach on any adjacent property and said encroachment does not exceed 24 inches or otherwise materially, adversely affect the use of the property being encroached upon, the Owner of the adjacent property will be deemed to have granted an easement effective as of the recording date hereof for such encroachment for so long as such encroachment will exist, and will execute such instruments as may reasonably be required by the encroaching party, or its assignees, title insurer or Mortgagees confirming such easement. For purposes hereof, an encroachment is inadvertent if such encroachment was (a) not known to the Owner's general contractor constructing such Building or improvement, and (b) believed to not exist based on measurements obtain by the Owner's general contractor constructing such Building or improvement.

4.6 Parking Areas and Parking Rights.

(a) The Parking Areas on a Parcel will be operated and maintained in a First Class condition by the Owner thereof, at such Owner's sole cost and expense, subject to reimbursement of Reimbursable Parking Costs in accordance with the Parking Allocation in the event any Owner is permitted to park on another Owner's Parcel pursuant to this Declaration; provided, however, that so long as the Owner of the Office Parcel and its Permittees have the exclusive right (subject only to the parking rights set forth in Section 4.6(e)) to park on the Parking Parcel, the Owner of the Office Parcel will operate and maintain, in a First Class Condition, such Parking Areas located on the Parking Parcel at the sole cost and expense of the Owner of the Office Parcel.

(b) Except as expressly permitted in this Declaration, or as otherwise consented to by Owner of another Parcel, each Owner will require its Permittees to park their vehicles only in the Parking Areas on such Owner's Parcel.

(c) The Owner of the Office Parcel and its Permittees shall have the right to use a minimum of 1,650 parking stalls (the "**Minimum Parking Allocation**") and a maximum of 1,815 parking stalls (the "**Maximum Parking Allocation**") on the Parking Parcel, which parking stalls shall be exclusive for the benefit of the Owner of the Office Parcel and its Permittees subject to Section 4.6(d) below. So long as the Owner of the Office Parcel and its Permittees have the exclusive right (subject only to the parking rights set forth in Section 4.6(e)) to park on the Parking Parcel, the Owner of the Office Parcel and its Permittees shall have the right to designate and modify the designation of all such spaces (other than those required to be designated by Governmental Restrictions and excluding any stalls used by the Owner of the Hotel Parcel pursuant to Section 4.6(e) below) as reserved or unreserved, in its sole discretion, and, subject to the terms of this Section 4.6(c), to contract with transit authorities for parking of ride shares, trolleys, shuttles, and other similar rights. The actual number of parking stalls

available to the Owner of the Office Parcel (the “**Actual Parking Allocation**”) shall be determined by the Owner of the Office Parcel, provided that the Actual Parking Allocation shall be no less than the Minimum Parking Allocation and shall not exceed the Maximum Parking Allocation.

(d) Notwithstanding Section 4.6(d) above, the Owner of the Parking Parcel may build additional buildings and/or structured parking (“**Structured Parking**”) on the Parking Parcel, subject to Section 3.2 and Pluralsight’s rights under the Expansion Option Agreement (so long as such agreement is in full force and effect). If the Owner of the Parking Parcel builds additional buildings or Structured Parking on the Parking Parcel, such Owner shall provide the Owner of the Office Parcel with not less than one hundred twenty (120) days advanced written notice of such election (the “**Parking Notice**”). The Parking Notice shall identify: (a) the location of the proposed buildings and/or Structured Parking facility on the Parking Parcel, which location must be within the Permitted Building Area; (b) the proposed commencement date and construction period for the buildings and/or Structured Parking (the “**Construction Period**”); (c) the number of parking stalls located on the existing parking facilities that will be unavailable to the Owner of the Office Parcel during the construction period (the “**Displaced Parking Stalls**”); and (d) alternative temporary parking stalls that the Owner of the Parking Parcel will make available for use by the Owner of the Office Parcel and its Permittees during the Construction Period (the “**Temporary Parking Stalls**”). The number of Temporary Parking Stalls provided by the Owner of the Parking Parcel shall be equal to or greater than the Displaced Parking Stalls and, in the event the Temporary Parking Stalls are located more than 1,000 feet from the Building located on the Office Parcel, the Owner of the Parking Parcel shall provide a parking shuttle from the Building located on the Office Parcel to the Temporary Parking Stalls during the regular operating hours of the tenants of such Building that runs in thirty (30) minute increments so as not to materially adversely disrupt such tenants’ business. Upon completion of the buildings and/or Structured Parking, (i) the exclusive parking rights under Section 4.6(c) with respect to the Parking Parcel shall automatically terminate, and (ii) the Owner of the Office Parcel and its Permittees shall have the right to use an aggregate allocation of non-exclusive parking stalls on the Parking Parcel (which may include parking within the Structured Parking) in an amount equal to the Actual Parking Allocation.

(e) The Owner of the Hotel Parcel will have the one-time right (the “**Cross-Parking Option**”) to require cross-parking on the Parking Parcel for at least 50 parking stalls, but not more than 100 parking stalls, during the hours of 5:30 p.m. through 8:30 a.m., daily (the “**Permitted Parking Hours**”). Subject to the minimum and maximum number previously stated, the actual number of parking stalls on the Parking Property that will be available under the Cross-Parking Option will be calculated as the difference between (i) the number of hotel rooms included in the building to be constructed on the Hotel Parcel and (ii) the maximum number of buildable parking stalls provided for on the Hotel Parcel. To exercise the Cross-Parking Option, at the time the Owner of the Hotel Parcel receives a temporary certificate of occupancy for the building to be constructed on the Hotel Parcel, the Owner of the Hotel Parcel may, in accordance with Section 9.14, deliver written notice (the “**Cross-Parking Notice**”) to each of the Owner of the Parking Parcel, the Owner of Office Parcel and, so long as Pluralsight is the tenant of the Office Parcel, to Pluralsight, which Cross-Parking Notice shall specify the number of parking stalls required by the Owner of the Hotel Parcel, subject to the limits set forth herein. At the time the Owner of the Hotel Parcel delivers the Cross-Parking Notice, the Owner of the Hotel Parcel shall pay a one-

time fee (the “**Cross-Parking Fee**”) in the amount of \$2,925.00 per parking stall required by the Owner of the Hotel Parcel. So long as Pluralsight is the tenant of the Office Parcel and is not in default under the Pluralsight Lease (beyond any applicable notice and cure period), the Cross-Parking Fee will be paid to Pluralsight; otherwise, the Cross-Parking Fee will be paid to the Owner of the Office Parcel. None of the Owner of the Hotel Parcel, the Owner of the Parking Parcel nor the Owner of the Office Parcel will enforce the Permitted Parking Hours against the Permittees without first providing thirty (30) days’ prior written notice to Pluralsight, so long as the Pluralsight Lease is in effect, and the Owners of the Parking Parcel, Hotel Parcel and Office Parcel, respectively, of the enforcing Owner’s intent to begin enforcement and that, once enforcement begins, no towing will occur without prior written warning to all such parties. No vehicle parking in violation of the Permitted Parking Hours shall be towed (i) unless such vehicle receives two (2) notices within a five (5) day period or (b) if the vehicle user is attending meetings with Pluralsight while parking on the Parking Parcel and so long as such vehicle user has displayed a parking pass (such parking pass shall exempt the vehicle in which such parking pass is displayed from being towed).

(f) The parking stalls available under the Cross-Parking Option pursuant to subsection (e) above will be located in the area depicted on the site plan attached hereto as Exhibit G (the “**Hotel Cross-Parking Area**”).

4.7 Underground Supports.

In order to accommodate the construction, reconstruction or repair of any Building or other improvement which may be constructed or reconstructed immediately adjacent to the common boundary lines of any of the Parcels, each Owner hereby grants, establishes and creates for the benefit of, and as appurtenances to, each other Parcel and for the benefit of the Owner of each of the other Parcels from time to time and their respective Permittees, with respect to, and as a burden upon, such granting Owner’s Parcel, non-exclusive easements for lateral support reasonably necessary for improvements constructed on or near such common boundary lines, together with the right and easement to install, maintain, repair, and replace footings and underground supports for such improvements in space not theretofore occupied by any then existing structure or to be occupied by any future structure, provided that, except as shown in the Site Plan, the location of such footings will be subject to the consent and approval of the Owners of the Parcel encumbered by such easement, such approval not to be unreasonably withheld, and will in no event extend more than 10 feet onto the Servient Estate from the applicable common boundary line. This easement will continue in effect for the term of this Declaration and thereafter so long as the improvements utilizing the easement exists, including a reasonable period to permit reconstruction or replacement of such improvements or to permit the construction of new improvements, and will include the reasonable right of access necessary to exercise and enjoy such grant, provided no damage is caused to the Buildings or other improvements located on the Parcel encumbered by such easement or the operation of business thereon. Each Owner of a Parcel using a common footing will construct its wall upon its Parcel, and no load, force or pressure will be exerted by the wall of one Owner upon the wall of the other Owner, unless the other Owner provides its prior, written consent, which consent may not be unreasonably withheld. When an Owner of a Parcel constructs its improvements along a common boundary line, it will do so in a manner that does not result in damage or injury to the Buildings or other improvements previously placed by another Owner of a Parcel along such

common boundary line. If a common footing is used by two Owners, each will assume and pay its reasonable share of the cost and expense of the initial construction and, so long as both Owners are benefiting therefrom, any subsequent maintenance, repair, and replacement thereof. If any Building or structure utilizing a common subterranean element is destroyed and not replaced or is removed, the common subterranean construction element will be left in place for the benefit of any improvements utilizing the same located on the adjoining Parcel. Nothing herein will be deemed to require any Owner to use or to consent to the use of common subterranean construction elements, but if such consent is granted then the foregoing provisions of this Section will apply. Notwithstanding the foregoing to the contrary, this Section shall not apply to the boundary of the Hotel Parcel.

4.8 Project Integration Easement.

In order to allow for minor variations or setbacks the actual locations of the completed improvements on the Parcels and to assure that each subsequent Owner can, where necessary, construct and maintain its improvements so that they abut and/or connect to the improvements that have been completed on adjacent Parcels, each Owner hereby grants, to each of the other Owners easements in its Parcel to the extent to which they may be required to enable any Owner to enter upon an adjacent Parcel to construct, complete and thereafter permanently maintain its improvements so that all of the development on Project will give the appearance of having been developed as, and will be able to be used as, a part of an overall unified integrated development; provided, however, such activities shall not materially adversely interfere with the use of the affected Parcel or the business conducted on such affected Parcel, and any area disturbed shall be restored to substantially the same condition it existed in prior to such activities.

Article 5

OPERATION AND MAINTENANCE

5.1 Taxes and Assessments.

(a) Each Owner will pay directly to the taxing authority(ies), prior to delinquency, the Taxes attributable to their respective Parcels, including any Common Areas located upon such Parcel; provided, however, that so long as the Owner of the Office Parcel and its Permittees have the exclusive right (subject only to the parking rights set forth in Section 4.6(e)) to park on the Parking Parcel, the Owner of the Office Parcel will pay the Taxes attributable to the Parking Areas on the Parking Parcel. For purposes of this Declaration, "Taxes" will mean any and all taxes, assessments, impositions or levies of any kind (in all cases, whether general or special, anticipated or unanticipated) imposed by any governmental authority upon the land within the Property and/or any improvements therein or thereon.

(b) Each Owner (or the tenant or occupant of an Owner if such tenant or occupant has the right under its lease or occupancy agreement to contest Taxes) will have the right, in good faith, to contest the amount of Taxes owing with respect to its property; provided that such Owner (or tenant or occupant) will take all such action as may be necessary to prevent any assessment or tax lien from being foreclosed or enforced with respect to any property within the Property.

5.2 Building and Improvement Maintenance.

Except as otherwise provided herein, each Owner will maintain, or cause to be maintained, in a First Class condition, all Buildings, Parking Areas, Common Areas and other improvements on its Parcel or Parcels, normal wear and tear and, subject to the provisions of Article 8 hereof, casualty, excepted; provided, however, that so long as the Owner of the Office Parcel and its Permittees have the exclusive right (subject only to the parking rights set forth in Section 4.6(e)) to park on the Parking Parcel, the Owner of the Office Parcel will operate and maintain, in a First Class Condition, the Parking Areas located on the Parking Parcel at the sole cost and expense of the Owner of the Office Parcel.

5.3 Utilities.

Except as otherwise provided herein, each Owner will be solely responsible for obtaining and paying for all utilities and services used on its Parcel, including any utilities used in connection with the Common Areas located on its Parcel; provided, however, that so long as the Owner of the Office Parcel and its Permittees have the exclusive right (subject only to the parking rights set forth in Section 4.6(e)) to park on the Parking Parcel, the Owner of the Office Parcel will obtain and pay for the utilities and services used on the Parking Areas on the Parking Parcel.

5.4 Rules and Regulations.

Each Owner may, in its discretion, adopt reasonable rules and regulations pertaining to the use of the easements granted hereby that are located on or in its Parcel, and to such other matters as are identified herein as subject to such rules and regulations, including availability and other reasonable restrictions and penalties (including emergency operations, maintenance and repairs or special events being held on such Parcel, towing of unauthorized vehicles, etc.) and, with respect to any loading docks, time and areas available, frequency of use and scheduling of deliveries; provided, however, that no such rules and regulations shall discriminate against any individual Owner or their Permittees nor shall they be incompatible with or serve to materially diminish or alter any right conferred, or any obligations created, hereunder or otherwise evidenced of record. Such rules and regulations shall be binding upon all Owners and Permittees from and after the date of notice thereof, given as provided herein. In addition, each Owner retains the right to eject from the portion of any easement area located on its Parcel any person whose use of the easement area does not comply with the intended use of the easement or whose conduct creates an unreasonable disturbance.

5.5 Maintenance of Common Areas.

Unless otherwise agreed by the affected Owners, the Owner of the Parcel upon which any Common Areas (or easements with respect thereto) are to be located or constructed shall be responsible for the initial installation and subsequent operation, management, equipping, lighting, repair, replacement and maintenance of such easement areas and all walkways, driveways, roads, and other common use facilities contemplated thereon in a First Class condition; provided, however, that so long as the Owner of the Office Parcel and its Permittees have the exclusive right (subject only to the parking rights set forth in Section 4.6(e)) to park on

the Parking Parcel, the Owner of the Office Parcel will be responsible for the obligations under this Section 5.5 as to the Parking Areas on the Parking Parcel at the sole cost and expense of the Owner of the Office Parcel. Such obligations will include (but will not be limited to) the following:

- (a) resurfacing of walkway, roadways, and drives;
- (b) keeping the surface of any walkways, roadways, and drives in a smooth and evenly covered condition with the type of surfacing material originally installed or such substitute as will, in all respects, be equal in quality, use and durability;
- (c) cleaning, sweeping, debris removal, disposal of rubbish and debris, removal of soil and stone washed into such easement areas and all other tasks necessary to maintain such easement areas in a clean, safe and orderly condition;
- (d) maintenance of all curbs, landscape enclosures, fences and retaining walls in good condition and repair;
- (e) placing, keeping in repair and replacing any necessary and appropriate directional signs, markers and lines and keeping in repair and replacing when necessary such artificial lighting facilities and lighting fixtures as will be reasonably required; and
- (f) maintenance of all landscaped areas, making such replacements of shrubs and other landscaping as is necessary, and keeping such landscaped areas at all times adequately weeded, fertilized and watered.

5.6 Takeover of Maintenance.

Except as set forth below, if an Owner fails to operate, manage, equip, light, repair, replace and/or maintain the Common Areas within its Parcel as required under Section 5.5, or otherwise fails to operate such Common Areas pursuant to the other requirements and standards set forth in this Declaration, then any other Owner will have the right (but not the obligation), by giving such defaulting Owner at least thirty (30) days' prior written notice, provided no such notice shall be required in the event of an emergency, to assume, or cause to be assumed, responsibility for the operation, maintenance, repair and replacement of such Common Areas (or portions thereof), as the case may be; provided, however, in the event such defaulting Owner performs such remedial actions or cures the relevant breach (or, if such remedial actions cannot be cured within such 30-day period, such defaulting Owner promptly undertakes such remedial actions and diligently pursues such remedial actions to completion), such non-defaulting Owner will not have the right to take over, or cause to be taken over, the operation, maintenance, repair and replacement of the subject Common Areas on account of such breach. If such non-defaulting Owner so exercises such option to assume, or causes to be assumed, the responsibilities for the operation, maintenance, repair and replacement of the relevant Common Areas (or portions thereof), such non-defaulting Owner or a designee appointed by such non-defaulting Owner, will thereafter so operate, maintain, repair, replace and otherwise perform such defaulting Owner's obligations with respect to the subject Common Areas (or relevant portions thereof) in the same manner and subject to the same standards as required of each Owner under this Declaration. In such event, each such defaulting Owner will be responsible for any and all actual out of pocket

costs incurred by such non-defaulting Owner or such designee (as the case may be) with respect to such operation, maintenance, repair, replacement and satisfaction of other obligations of such defaulting Owner with respect to such Common Areas, which costs will be paid by such defaulting Owner to such non-defaulting Owner or such designee (as the case may be) periodically, as billed by such party, within 30 days following such billing. If such defaulting Owner does not pay such bill within such 30 days, then the amounts owing hereunder shall accrue interest and the Default Rate, and, in addition, such non-defaulting Owner shall have a right to enforce such obligation through all applicable legal and equitable remedies.

Article 6 **INSURANCE**

6.1 Liability Insurance.

Each Owner will, during the term of this Declaration, except as otherwise expressly set forth herein, maintain, or cause to be maintained, at its sole expense, in full force and effect, with insurance companies authorized to do business in the State of Utah and having a rating by Best's Insurance Reports of not less than A-VII (or if Best's Insurance Reports is not available, with a comparable rating by another comparable insurance rating report), on all property within the Property owned or leased by such Owner and all Buildings and other improvements (including Common Area improvements) owned or leased by such Owner, a policy or policies of commercial general liability insurance with combined single limits of at least \$5,000,000 (which such limit will be increased on January 1, 2030, and on every tenth (10th) anniversary of such date (each an "Adjustment Date") throughout the duration of this Declaration, by the percentage increase in the Index (calculated by multiplying the then applicable insurance limit by a fraction, the numerator of which will be the Index for the month which is three months before the subject Adjustment Date and the denominator of which will be the Index for the month which is 63 months before such Adjustment Date)), in which all other Owners and any Mortgagee of the other Owners will be named as additional insureds, insuring against any and all liability arising out of the maintenance, use and occupancy of the Building(s) and other improvements including located on the property within the Property owned or leased by such Owner. Each Owner will also maintain special form insurance coverage on all Buildings and improvements (including Common Area improvements, except as set forth below) located upon that portion of the Property leased or owned by such Owner including loss or damage by fire and such other risks as are from time to time included in the special form insurance policies customarily issued in Utah in an amount not less than 100% of the full replacement cost of such Buildings and improvements. Such special form insurance policies will be maintained with good and solvent insurance companies authorized to do business in the State of Utah and having a rating by Best's Insurance Reports of not less than A-VII. Notwithstanding the foregoing to the contrary, so long as the Owner of the Office Parcel and its Permittees have the exclusive right (subject only to the parking rights set forth in Section 4.6(e)) to park on the Parking Parcel, the Owner of the Office Parcel will maintain all insurance on the Parking Parcel as required herein.

6.2 Certificates.

(a) Each Owner will, upon request thereof from any other Owner, furnish, or cause to be furnished, to the party making such request certificates of insurance evidencing the existence of the insurance required to be carried pursuant to this Article.

(b) To the extent that the same does not invalidate any insurance coverage obtained by an Owner, each Owner for itself and, to the extent it is legally possible for it to do so on behalf of its insurer and without affecting the coverage required to be maintained hereunder, hereby releases and waives any claim that it might have against any other Owner for Losses (defined below) which would be covered by any of the insurance required to be carried under this Article whether or not such insurance is actually being maintained. Said mutual waivers will be in addition to, and not in limitation or derogation of, any other waiver or release regarding any Losses to the said property of any Owner. No Owner shall be liable to any other Owner for such covered Losses, irrespective of any negligence on the part of such Owner which may have contributed to such Losses. The provisions of this Section are intended to restrict each Owner and each Permittee (to the extent permitted by law) to recover against insurance carriers to the extent of such coverage, and to waive fully, and for the benefit of each, any rights and/or claims which might give rise to a right of subrogation in any insurance carrier. Inasmuch as the said mutual waivers will preclude the assignment of any such claim by way of subrogation (or otherwise) to an insurance company (or any other Person) each Owner will give to each insurance company which has issued to it policies of special form insurance, written notice of the terms of said mutual waivers and shall, to the extent such insurance endorsement is available, obtain or cause to be obtained, for the benefit of the other Owners, a waiver of any right of subrogation which the insurer of such Owner might acquire against any other Owner by virtue of the payment of any loss covered by such insurance. In the event any Owner is by law, statute or governmental regulation unable to obtain a waiver of the right of subrogation for the benefit of each other Owner, then, during any period of time when such waiver is unobtainable, said Owner shall be deemed not to have released any subrogated claim of its insurance carrier against the other Owners, and during the same period of time each Owner shall be deemed not to have released the other Owner who has been unable to obtain such waiver from any claims they or their insurance carriers may assert which otherwise would have been released pursuant to this Section. In the event that any Owner is unable to obtain such waiver of the right of subrogation for the benefit of any other Owners, such Owner shall, within thirty (30) days of receiving notice of such inability, give each other Owner written notice of such inability. All such insurance maintained pursuant to this Article will provide that such insurance will not be canceled or amended without ten days' prior written notice to the other Owners.

(c) If any Owner fails to maintain any of the insurance required to be maintained by such Owner pursuant to this Declaration, then any other Owner will have the right to give the defaulting Owner written notice of such default specifying the particulars thereof. The Owner receiving such a notice will have a period of ten days in which to cure such default. If the defaulting Owner does not cure such default within the ten-day period, the Owner(s) giving the notice of default may do so and the curing Owner may then bill the defaulting Owner for the expense incurred, which amount will bear interest at the Default Rate. If the defaulting Owner does not pay the bill within ten days, then the Owner(s) may seek all remedies against the defaulting Owner available at law or in equity.

6.3 Indemnification.

Each Owner (“**Indemnitor**”) covenants and agrees to defend, protect, indemnify and hold harmless each other Owner (“**Indemnitee**”) from and against all claims, including any action or proceedings brought thereon, and all costs, losses, expenses and liability (including reasonable attorney’s fees actually incurred and cost of suit) (collectively, “**Losses**”) arising from or as a result of the negligent acts or omissions or willful misconduct of the Indemnitor or its contractors, agents or other authorized representatives in exercise of the easements or other rights granted by this Declaration or the negligence or willful misconduct by Indemnitor or its contractors, agents or other authorized representatives in the use of any such easements or rights, except to the extent such Losses (i) result from the negligence or willful act or omission of the Indemnitees or their contractors, agents or other authorized representatives, and/or (ii) are mutually released under Section 6.2, but only to the extent of such release, and/or (iii) are covered by the insurance required to be maintained under this Declaration and all rights of subrogation related thereto have been waived. The provisions of this Section shall survive the expiration or sooner termination of this Declaration with respect to any claims or liability arising in connection with any event occurring prior to such expiration or termination.

Article 7 MANAGEMENT

The Common Areas shall be maintained by a single Owner or by a single separate property manager approved by the Owners and the terms of such management, including the allocation of costs between the Owners, shall be set forth in a written agreement among the Owners.

Article 8 CASUALTY

8.1 Damage to Buildings and Other Improvements.

If any Building or other improvement on a Parcel is damaged or destroyed by any casualty, the Owner upon whose Parcel such Building and/or improvement is/was located will promptly (a) repair and/or reconstruct such Building or improvement in accordance with the applicable provisions of this Declaration, or (b) remove the debris from the Parcel and keep the affected portions of the Parcel neat, orderly, and well maintained and covered, until subsequently improved or constructed upon.

8.2 Damage to Common Areas.

Upon any damage or destruction to the portion of a Servient Estate which is subject to an easement granted hereunder then the Owner upon whose Parcel such damage or destruction occurred, at its sole cost and expense, will promptly after the occurrence of the event of damage or destruction, restore, repair or rebuild such damaged or destroyed Common Areas. Unless the work of restoration, repair, rebuilding or improvement is carried out pursuant to the original plans and specifications for the construction of the Common Areas, the plans or specifications for such work will be subject to the prior written approval of the Owners. Each affected Owner will use all due diligence to complete such restoration and repair of the Common Areas as

expeditiously as possible so that the same may be available for use as part of the Property with as little delay and as little disruption as circumstances permit.

8.3 Damage to Parking Areas.

Upon any damage or destruction to the portion of the Parking Areas on the Property, then the Owner upon whose Parcel such damage or destruction occurred, at its sole cost and expense (subject to reimbursement in accordance with the Parking Allocation in the event any Owner is permitted to park on another Owner's Parcel pursuant to this Declaration for amounts not covered by insurance required to be maintained by this Declaration or amounts which would not have been covered by insurance if the Owner had maintained the insurance required by this Declaration), will promptly after the occurrence of the event of damage (a) repair and/or reconstruct such Parking Areas in accordance with the applicable provisions of this Declaration, or (b) so long as such Parcel continues to comply with Governmental Restrictions, remove the debris from the Parcel and keep the affected portions of the Parcel neat, orderly, and well maintained and covered, until subsequently improved or constructed upon; provided, however, that so long as the Owner of the Office Parcel and its Permittees have the exclusive right (subject only to the parking rights set forth in Section 4.6(e)) to park on the Parking Parcel, the Owner of the Office Parcel will have the right to elect, and will be responsible for, the obligations set forth in clauses (a) and (b) above with respect to the Parking Parcel. All insurance payable as a result of such damage or destruction of the Parking Areas on the Parking Parcel shall be held and applied to completion of the obligations set forth in clauses (a) and (b) above with respect to the Parking Parcel. Notwithstanding the foregoing clause (b), in the event that the Owner of the Office Parcel and its Permittees no longer have the exclusive right (subject only to the parking rights set forth in Section 4.6(e)) to park on the Parking Areas located on the Parking Parcel, the Owner of the Parking Parcel shall, after the occurrence of an event of damage, be obligated to promptly repair and/or reconstruct such Parking Areas to provide parking stalls to the Owner of the Office Parcel and its Permittees in an amount at least equal to the Actual Parking Allocation used by the Owner of the Office Parcel and its Permittees immediately prior to such event of damage. Unless the work of restoration, repair, rebuilding or improvement is carried out pursuant to the original plans and specifications for the construction of such Parking Garage, the plans or specifications for such work will be subject to the prior written approval of the Required Consenting Owners, which shall not be unreasonably withheld, conditioned or delayed. Each affected Owner will use all due diligence to complete such restoration and repair of the Parking Areas as expeditiously as possible so that the same may be available for use as part of the Property with as little delay and as little disruption as circumstances permit.

Article 9 GENERAL PROVISIONS

9.1 Injunctive Relief.

Nothing herein shall limit a Required Consenting Owners' right to seek and obtain injunctive or other relief not involving payment of money damages, which right shall be in addition to any and all other rights or remedies allowed under this Declaration or at law or in equity.

9.2 Successors and Assigns.

This Declaration and the restrictions, easements, covenants, benefits and obligations created hereby will inure to the benefit of and be binding upon the Owners and their successors, transferees and assigns; provided, however, that, if any Owner transfers all of its interest in its Parcel, the transferee thereof will automatically be deemed to have assumed and agreed to be bound by the covenants and agreements herein contained, and the transferor will thereupon be released and discharged from any and all obligations under this Declaration accruing after the date of sale.

9.3 Runs With the Land

It is the intent of this Declaration that each and all of the easements, covenants, conditions and restrictions set forth in this Declaration are for the mutual benefit of the Parcels (as hereinafter defined) and every portion of each thereof (except to the extent otherwise stated herein). Subject to Section 9.8 below, the covenants, conditions and restrictions contained in this Declaration will run with the land and be binding upon each of the parties to this Declaration (and upon all Persons claiming under them) and will apply to and bind the respective successors in interest to each of the Parcels and every portion of each thereof, for the benefit of each of the other Parcels and every portion of each thereof, unless Owners owning all of the Property otherwise elect in a writing recorded with the Salt Lake County Recorder. Each and all of the easements, covenants, conditions, restrictions, liens and charges set forth in this Declaration are imposed on each portion of and interest in each of the Parcels as mutual equitable servitudes in favor of each and all other portions of and interests in the Parcels (except to the extent otherwise stated herein).

9.4 No Dedication to Public.

Nothing herein contained will be deemed to be a gift or dedication of any portion of the Property to the general public or for the general public or for any public purposes whatsoever, it being the intention of the Owners that this Declaration will be strictly limited to and for the purposes herein expressed.

9.5 No Cancellation.

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

9.6 Survival.

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

9.7 No Merger.

The ownership of the entire Project by the same party will not affect the termination of this Declaration.

9.8 Mortgagee Protection.

Breach of any of the covenants or restrictions contained in this Declaration will not defeat or render invalid the lien of any Mortgage, but all such covenants and restrictions, subject to the proviso and other qualifications set forth below, shall be binding upon and effective against any Owner whose title thereto is acquired by foreclosure, trustee's sale, deed in lieu of foreclosure or otherwise; provided, however, that any purchaser or acquirer at such foreclosure sale or in respect of a conveyance in lieu thereof shall only be liable for obligations as an Owner which accrue under this Declaration from and after the date of its acquisition of title. A Mortgagee (or any of its affiliates designated by a Mortgagee) which acquires title to a Parcel by foreclosure, deed in lieu of foreclosure, or otherwise, shall not be liable for any obligations that first accrue under this Declaration after such Mortgagee (or designee) transfers title to another Person. Nothing in this Section 9.8 shall be construed to limit or affect the continuing liability of the Owner of a Parcel for obligations and liabilities arising prior to the date the purchaser or Mortgagee acquires title to the Parcel by foreclosure, deed in lieu of foreclosure, or otherwise.

9.9 Remedies.

Any Owner may prosecute any proceedings at law or in equity against any Person violating or attempting to violate any of the agreements, covenants, conditions and restrictions herein, to prevent it from so doing and/or to recover damages from or on account of such violation. All costs and expenses of any such suit or proceedings, including attorneys' fees, as well as any judgment thereof, will be assessed against the losing party. All remedies set forth herein or otherwise available at law or equity will be cumulative.

9.10 No Third-Party Beneficiary.

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

9.11 Condemnation.

In the event of condemnation (or sale under threat of condemnation) by any duly constituted authority for a public or quasi-public use of all or any part of the Property, that portion of the award attributable to the value of the interest in the Parcel so taken will be payable to the Owner of such Parcel and no claim thereon will be made by any other Owner of any part of the Property; provided, however, that the other Owners may file collateral claims with the condemning authority over and above the value of the interest to be taken, provided no such collateral claim will reduce the award to the Owner of the condemned Parcel; provided further, however, that the Owner of any portion of the Property to be taken will, properly repair and restore the remaining portion of the Parcel owned by such Owner as nearly as practicable to its condition immediately prior to the condemnation without contribution from any other Owner.

9.12 Captions.

The captions heading the various Articles and Sections of this Declaration are for convenience and identification only, and will not be deemed to limit or define the contents of their respective sections.

9.13 Assignment.

Except as otherwise expressly set forth herein, no Owner will have the right to assign all or any portion of its rights, benefits, duties or obligations under this Declaration except in connection with a transfer or conveyance by such Owner of its interest in the Property (and any conveyance made by Mortgage or other security instrument as security for any obligation or indebtedness will not be deemed to be a transfer or conveyance within the meaning of the foregoing).

9.14 Notices.

(a) Any notice, demand, request or other communication required or permitted to be given by an Owner, occupant or tenant of the Project to another Owner, occupant or tenant hereunder will be in writing, signed by the party giving the notice, and will be given by delivering the same in person, by a recognized overnight courier service which maintains delivery records (such as Federal Express) or by depositing the same in the United States mail, registered or certified, return receipt requested, first class postage, and postage prepaid. All notices will be sent to the respective mailing addresses of the parties hereto at the following addresses, until such addresses are changed as hereinafter provided:

To Highline: Highline Office 1, L.C.
201 South Main Street, Suite 2000
Salt Lake City, Utah 84111
Attn: President

With a copy to: Parr Brown Gee & Loveless
101 South 200 East, Suite 700
Salt Lake City, Utah 84111
Attention: Lamont Richardson, Esq.

To Staker: Triple S Investment Co. L.L.C.
6914 S 3000 E #101
Salt Lake City, UT 84121
Attn: Boyd Anderson

With a copy to: _____

Attention:

To Pluralsight: Pluralsight, LLC

182 N. Union Avenue
Farmington, UT 84025
Attn: Legal Department

With a copy to: _____

Attention:

(b) To any other Owner or its Mortgagee: At such address as such Owner or Mortgagee will designate in writing to the other Owner, or at such Owner's address in the Project if such Owner will fail to designate in writing another address to the other Owners.

(c) Any Owner may change its mailing address at any time by giving written notice of such change to the other Owners in the manner provided herein at least ten days prior to the date such change is effective. Personal service and service by recognized overnight courier service will be deemed to be complete upon receipt and service by mail will be deemed complete on deposit of said notice in the United States mail.

9.15 Estoppel Certificates.

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

9.16 Subdivision.

Each Owner will have the right to subdivide its Parcel. Upon such subdivision, each portion of such subdivided Parcel will be a separate Parcel, and each such separate parcel shall continue to be bound by the obligations of this Declaration.

9.17 Jurisdiction.

Any matter arising between the Owners will be governed by and determined in accordance with the laws of the State of Utah.

9.18 Other Agreements.

Nothing contained in this Declaration will be construed as a limitation on an Owner's right to enter into any supplemental agreement with the grantee or lessee of any Parcel (or portion thereof) on terms and conditions more or less favorable to such grantee or lessee or otherwise different than those contained herein. Nothing in this Declaration shall be construed as (a) amending that certain Amended and restated Development Agreement dated August 31, 2018, or that certain Infrastructure Reimbursement Agreement dated December 7, 2016, each as amended or modified from time to time, executed by certain of the Owners related to the Project, or any other agreements between one or more of the Owners which affect one or more of the

Parcels; or (b) subject only to the Prohibited Uses, affecting the rights of the Owner of the Hotel Parcel granted under the zoning ordinances that apply to the Hotel Parcel.

9.19 Non-Discrimination.

There will be no discrimination against or segregation of any person, or group of persons on account of sex, marital status, race, color, religion, creed, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the land of the Parcels, nor will the transferee of any interest in the Parcels or any person claiming under or through such transferee, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees of the land of the Parcels.

9.20 Amendment.

Except as otherwise expressly set forth herein, any amendment, termination, or other modification to this Declaration, shall, except as otherwise expressly set forth herein, require the consent of each of the Required Consenting Owners. Additionally, so long as (a) the Pluralsight Lease and, if applicable, each Expansion Parcel Lease, is in full force and effect, (b) no default beyond all applicable notice and cure periods exists under the Pluralsight Lease and, if applicable, each Expansion Parcel Lease, (c) Pluralsight has not reduced the size of the initial premises it is leasing pursuant to the Pluralsight Lease and, if applicable, each Expansion Parcel Lease, except as may be permitted thereunder in connection with a casualty or condemnation, (d) Pluralsight has not transferred its interest in the Pluralsight Lease and, if applicable, each Expansion Parcel Lease, other than to a Permitted Transferee (as defined in the Pluralsight Lease), this Declaration (i) may not be amended or modified if such amendment or modification will materially adversely affect Pluralsight's rights or obligations under the Pluralsight Lease and, if applicable, any Expansion Parcel Lease, without the written approval of Pluralsight.

9.21 Release of UTA Parcel.

In the event the Utah Department of Transportation ("UDOT") desires to purchase a portion of the Property, and the relevant Owners desire to sell such portion of the Property, notwithstanding anything to the contrary in this Declaration, each Owner shall execute and deliver a release from this Declaration of the portion of the Property to be designated by the Owner of such portion of the Property for future use by UDOT (the "UTA Parcel") within ten (10) days of written request from such Owner; provided, however, that following the release of the UTA Parcel from this Declaration, the remaining portion of the Parcel from which the UTA Parcel is transferred shall constitute a single parcel in compliance with Governmental Restrictions.

Signatures, Acknowledgments, and Exhibits Follow

IN WITNESS WHEREOF, the Parties have executed this Declaration the day and year first above written.

HIGHLINE:

HIGHLINE OFFICE 1, L.C., a Utah limited liability company, by its Manager:

KC GARDNER COMPANY, L.C., a Utah limited liability company

By: 
Name: **CHRISTIAN GARDNER**
Title: Manager

State of Utah)

County of Salt Lake)

On FEBRUARY 1, 2019 before me, SONIA C. PEREZ, a Notary Public, personally appeared CHRISTIAN GARDNER, who is a manager of KC Gardner Company, L.C., a Utah limited liability company, the manager of Highline Office 1, L.C., and 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.

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

WITNESS my hand and official seal.

Signature  (Seal)



[SIGNATURES CONTINUE ON NEXT PAGE]

STAKER:

TRIPLE S INVESTMENT CO. L.L.C., a
Utah limited liability company

By: *S. Val Staker*
Name: S. Val Staker
Title: Manager

State of Utah)

County of Salt Lake)

On FEB 1, 2019 before me, Jedd R. Austin, a Notary Public, personally appeared S. Val Staker, who is the Manager of Triple S Investment Co. L.L.C., a Utah limited liability company, and 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.

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

WITNESS my hand and official seal.

Signature *Jedd R. Austin* (Seal)

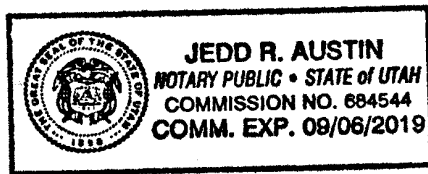


Exhibit A

Legal Description of Office Parcel

All of Lot 7 of Pluralsight Subdivision, recorded as Entry No. 12924989, in Book 2019, at Page 038 in the Office of the Salt Lake County Recorder.

Exhibit B

Legal Description of Parking Parcel

All of Lot 8 of Pluralsight Subdivision, recorded as Entry No. 12924989, in Book 2019, at Page 038 in the Office of the Salt Lake County Recorder.

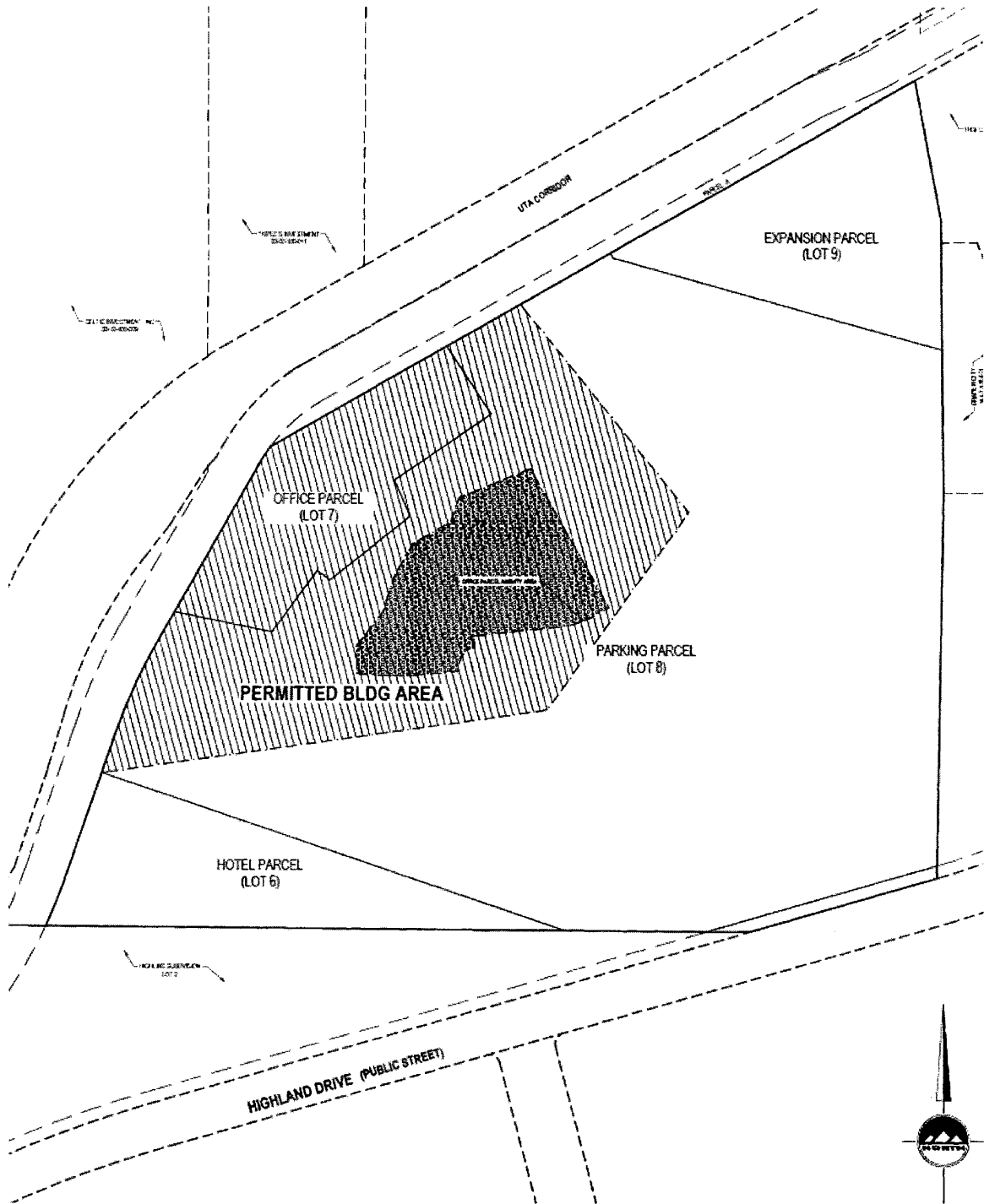
Exhibit C

Legal Description of Staker Parcel

All of Lots 6 and 9 of Pluralsight Subdivision, recorded as Entry No. 12924989, in Book 2019, at Page 038 in the Office of the Salt Lake County Recorder.

Exhibit D

Site Plan



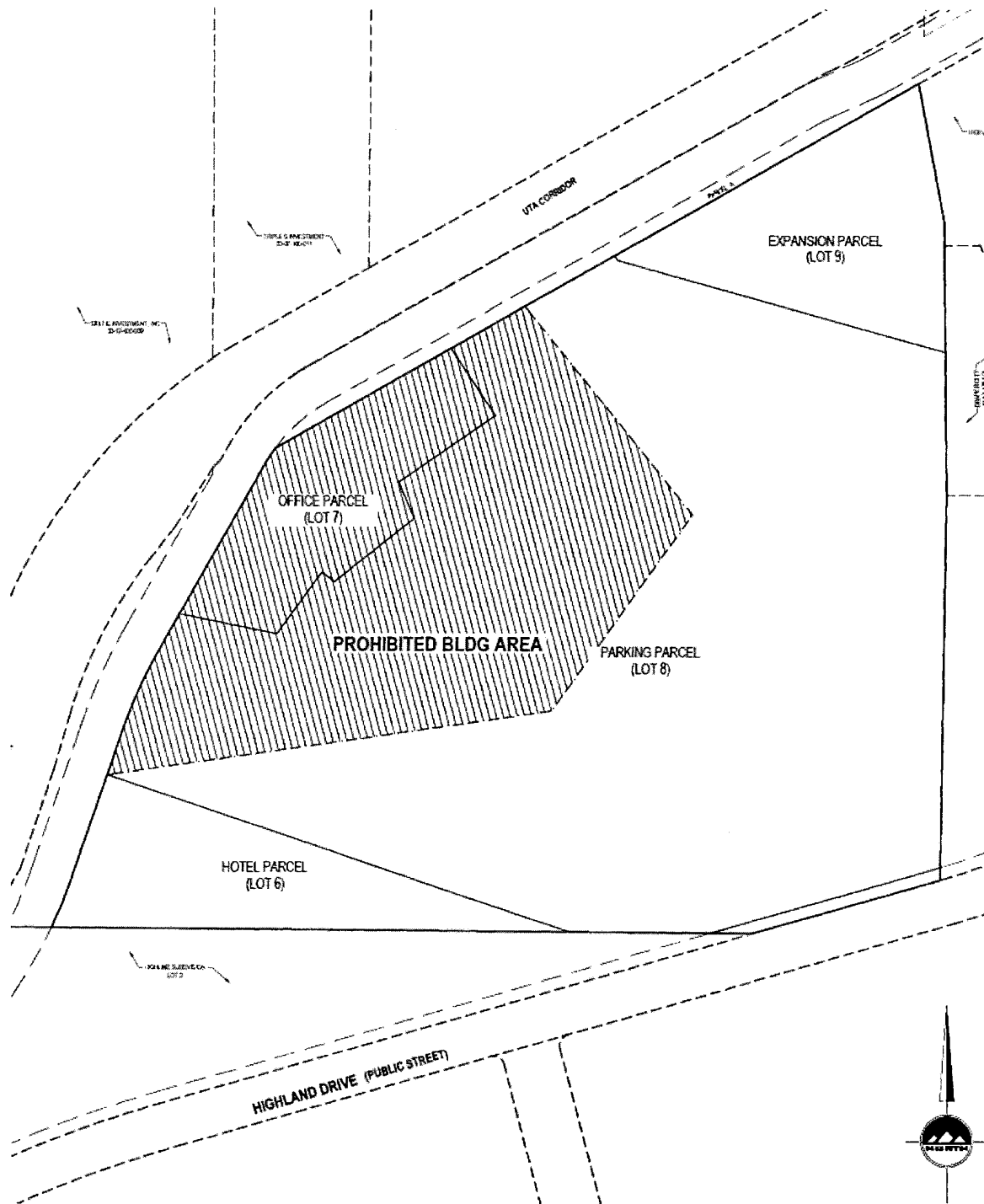


Exhibit E

Legal Description of Expansion Parcel

All of Lot 9 of Pluralsight Subdivision, recorded as Entry No. 12924989, in Book 2019, at Page 038 in the Office of the Salt Lake County Recorder.

Exhibit F

Legal Description of Hotel Parcel

All of Lot 6 of Pluralsight Subdivision, recorded as Entry No. 12924989, in Book 2019, at Page 038 in the Office of the Salt Lake County Recorder.

Exhibit G

Depiction of Hotel Cross-Parking Area

