

13565900
2/12/2021 11:47:00 AM \$40.00
Book - 11117 Pg - 5378-5381
RASHELLE HOBBS
Recorder, Salt Lake County, UT
COTTONWOOD TITLE
BY: eCASH, DEPUTY - EF 4 P.

WHEN RECORDED, RETURN TO
AND SEND TAX NOTICES TO:

Boyer 102, L.C.
101 South 200 East, Suite 200
Salt Lake City, Utah 84111

CT-140125-CAF

SPECIAL WARRANTY DEED

TIN 16-03-100-004-6001

THIS SPECIAL WARRANTY DEED, dated effective as of February 11, 2021, is executed by Boyer Research Park Associates X, L.C., a Utah limited liability company (a/k/a Boyer Research Park Associates X, LLC), having an address at 101 South 200 East, Suite 200, Salt Lake City, Utah 84111 (collectively, the "**Grantor**"), in favor of Boyer 102, L.C., a Utah limited liability company, whose address is 101 South 200 East, Suite 200, Salt Lake City, Utah 84111 ("**Grantee**").

WITNESSETH:

WHEREAS, Grantor is the ground lessee under that certain University of Utah Research Park X Ground Lease Agreement, dated June 30, 2019 (the "**Ground Lease**"), by and between Grantor and the University of Utah (the "**Ground Lessor**"), as ground lessor, which Ground Lease is evidenced by that certain Memorandum of Ground Lease, dated October 15, 2019, executed by Ground Lessor and Grantor, and recorded as document number 13117698 in the Salt Lake County Recorder's Office. Pursuant to the Ground Lease, the Ground Lessor leased certain real property to Ground Lessee as is more particularly described on Exhibit A attached hereto (the "**Property**").

WHEREAS, pursuant to the Ground Lease, the building and other improvements (collectively, the "**Improvements**") constructed on the Property are owned by Grantor until expiration of the Term or earlier termination of this Ground Lease.

WHEREAS, on or around the date hereof, Grantor is assigning the Ground Lease to Grantee pursuant to the terms of that certain Ground Lease Assignment and Assumption Agreement, executed by Grantor and Grantee.

FOR TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby CONVEYS AND WARRANTS to Grantee, warranting title against persons claiming by, through or under Grantor, but not otherwise, the Improvements located on the Property.

THE CONVEYANCE HEREBY ACCOMPLISHED IS SUBJECT TO the Ground Lease and all liens, encumbrances, rights-of-way, easements, restrictions, reservations and other

matters of record or enforceable at law or equity and matters which may be disclosed by an accurate survey of the Property.

This Special Warranty Deed may be executed in counterparts.

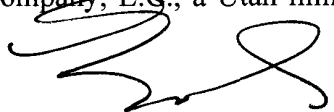
[SIGNATURE PAGE IMMEDIATELY FOLLOWS]

IN WITNESS WHEREOF, Grantor has executed this Special Warranty Deed as of the date and year first written above.

GRANTOR:

BOYER RESEARCH PARK X, L.C., a Utah limited liability company, by its manager

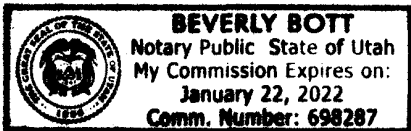
The Boyer Company, L.C., a Utah limited liability company

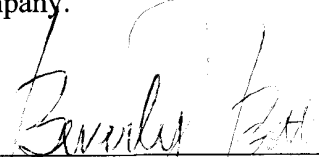


By: _____
Name: Brian Gochnour
Title: Manager

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

On this 10th day of February, 2021, personally appeared before me Brian Gochnour, a manager of The Boyer Company, L.C., a Utah limited liability company, a manager of BOYER RESEARCH PARK X, L.C., a Utah limited liability company, on behalf of said limited liability company.





NOTARY PUBLIC
My Commission Expires: 1/22/22
Residing at: Salt Lake County

EXHIBIT A

Legal Description of Real Property

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

A part of the Northwest corner of Section 3, Township 1 South, Range 1 East, Salt Lake Base and Meridian:

Beginning at a point which is 628.72 feet South 76°24'32" East from a Salt Lake City Monument in the intersection of Wakara Way (2235 East) and Colorow Road (2410 East) and South 42°32'38" East 3,908.91 feet between said Salt Lake City Monument and the Southeast Corner of Section 3, Township 1 South, Range 1 East, Salt Lake Base & Meridian; running thence Northwesterly along the arc of a 20.00 foot radius curve to the right a distance of 28.62 feet (Central Angle equals 81°58'45" and Long Chord bears North 51°22'27" West 26.24 feet); thence North 10°23'04" West 34.75 feet to a point of curvature; thence Northwesterly along the arc of a 200.00 foot radius curve to the right a distance of 56.13 feet (Central Angle equals 16°04'48" and Long Chord bears North 2°20'40" West 55.95 feet); thence North 5°41'44" East 29.41 feet to a point of curvature; thence Northeasterly along the arc of a 572.00 foot curve to the right a distance of 159.23 feet (Central Angle equals 15°57'00" and Long Chord bears North 13°40'13" East 158.72 feet); thence North 21°37'55" East 146.11 feet to a point of curvature; thence Northeasterly along the arc of a 12.00 foot radius curve to the right a distance of 18.88 feet (Central Angle equals 90°08'27" and Long Chord bears North 66°42'30" East 16.99 feet); thence South 68°14'59" East 427.21 feet to a point of curvature; thence Southeasterly along the arc of a 15.00 foot curve to the right a distance of 24.99 feet (Central Angle equals 95°26'45" and Long Chord bears South 20°31'36" East 22.20 feet); thence Southwesterly along the arc of a 472.30 foot curve to the right a distance of 123.11 feet (Central Angle equals 14°56'06" and Long Chord bears South 34°39'49" West 122.76 feet); thence South 43°02'19" West 19.39 feet to a point of curvature; thence Southwesterly along the arc of a 506.73 foot curve to the right a distance of 74.90 feet (Central Angle equals 8°28'10" and Long Chord bears South 48°43'04" West 74.84 feet); thence South 55°39'00" West 15.83 feet to a point of curvature; thence Southwesterly along the arc of a 458.47 foot curve to the right a distance of 66.32 feet (Central Angle equals 8°17'15" and Long Chord bears South 58°48'03" West 66.26 feet); thence South 64°39'01" West 12.37 feet to a point of nontangent curvature; thence Southwesterly along the arc of a 433.88 foot curve to the right a distance of 88.82 feet (Central Angle equals 11°43'46" and Long Chord bears South 69°44'20" West 88.67 feet); thence Southwesterly along the arc of a 490.73 foot curve to the right a distance of 161.25 feet (Central Angle equals 18°49'38" and Long Chord bears South 86°19'25" West 160.53 feet); thence North 88°11'14" West 21.84 feet to the POINT OF BEGINNING. Contains 3.39 Acres more or less.

[Parcel Numbers: 16-03-100-044-2001 and 16-03-100-044-6001]

13565899
2/12/2021 11:47:00 AM \$40.00
Book - 11117 Pg - 5373-5377
RASHELLE HOBBS
Recorder, Salt Lake County, UT
COTTONWOOD TITLE
BY: eCASH, DEPUTY - EF 5 P.

WHEN RECORDED, MAIL TO:

Parr Brown Gee & Loveless
101 South 200 East, Suite 700
Salt Lake City, Utah 84111
Attention: Lamont Richardson
CT-140125-CAF

GROUND LEASE ASSIGNMENT AND ASSUMPTION AGREEMENT

TIN 16-03-100-004-0001

THIS GROUND LEASE ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Assignment") is made this 11th day of February, 2021 (the "Effective Date"), by and between Boyer Research Park Associates X, L.C., a Utah limited liability company (a/k/a Boyer Research Park Associates X, LLC) ("Assignor"), having an address at 101 South 200 East, Suite 200, Salt Lake City, Utah 84111 and Boyer 102, L.C., a Utah limited liability company ("Assignee") having an address at 101 South 200 East, Suite 200, Salt Lake City, Utah 84111, delivered and effective on the Effective Date.

W I T N E S S E T H

Assignor is the ground lessee under that certain University of Utah Research Park X Ground Lease Agreement, dated June 30, 2019 (the "Ground Lease"), by and between Assignor and the University of Utah (the "Ground Lessor"), as ground lessor, which Ground Lease is evidenced by that certain Memorandum of Ground Lease, dated October 15, 2019, executed by Ground Lessor and Assignor, and recorded as document number 13117698 in the Salt Lake County Recorder's Office. Pursuant to the Ground Lease, the Ground Lessor leased certain real property to Ground Lessee as is more particularly described on Exhibit A attached hereto.

Assignor desires to assign, and Assignee desires to assume, all of Assignor's right, title and interest in and to the Ground Lease in accordance with the terms set forth below.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns, sells, transfers, sets over and delivers unto Assignee as of the Effective Date all of Assignor's right, title and interest as ground lessee in and to the Ground Lease.

Assignee hereby (i) accepts such assignment and agrees to be bound by all of the terms and provisions of the Ground Lease, and (ii) assumes any and all liabilities and agrees to perform, pay and discharge in full when due all of Assignor's liabilities and obligations associated with, or related to the performance by Assignor of any of the terms, covenants and conditions imposed upon Assignor under the Ground Lease that accrue from and after the Effective Date.

In the event of the bringing of any action or suit by a party hereto against another party hereunder by reason of any breach of any of the covenants, conditions, agreements or provisions on the part of the other party arising out of this Assignment, then in that event the prevailing party shall be entitled to have and recover of and from the other party all costs and expenses of the action or suit, including reasonable attorneys' fees.

This Assignment shall be binding upon and inure to the benefit of the successors, assignees, personal representatives, heirs and legatees of all the respective parties hereto.

This Assignment shall be governed by, interpreted under, and construed and enforceable in accordance with, the laws of the State of Utah.

This Assignment may be executed in any number of counterparts, each of which shall be deemed an original, and all of which, together, shall constitute one and the same instrument.

(Signature page follows)

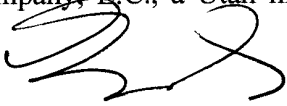
IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the day and year first above written.

ASSIGNOR:

BOYER RESEARCH PARK X, L.C., a Utah limited liability company, by its manager

The Boyer Company, L.C., a Utah limited liability company

By:

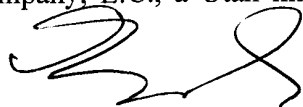

Name: BRIAN GOCHMAN
Title: Manager

ASSIGNEE:

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

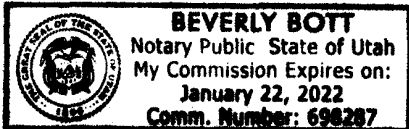
The Boyer Company, L.C., a Utah limited liability company

By:


Name: BRIAN GOCHMAN
Title: Manager

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

On this 10th day of February, 2021, personally appeared before me Brian Gochnour, a manager of The Boyer Company, L.C., a Utah limited liability company, a manager of BOYER RESEARCH PARK X, L.C., a Utah limited liability company, on behalf of said limited liability company.

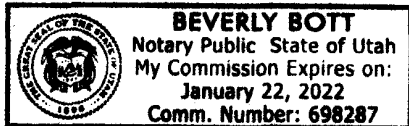


My Commission Expires: 1/22/22

Beverly Bott
NOTARY PUBLIC
Residing at: Salt Lake County

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

On this 10th day of February, 2021, personally appeared before me Brian Gochnour, a manager of The Boyer Company, L.C., a Utah limited liability company, the manager of BOYER 102, L.C., a Utah limited liability company, on behalf of said limited liability company.



My Commission Expires: 1/22/22

Beverly Bott
NOTARY PUBLIC
Residing at: Salt Lake County

EXHIBIT A

LEGAL DESCRIPTION

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[Parcel Numbers: 16-03-100-044-2001 and 16-03-100-044-6001]