

UPON RECORDING RETURN TO:
SLC Urban Grove Equities LLC
Attn: Matt Felton
6916 S. Macadam Ave, Suite 325
Portland, Oregon 97219
#141089-BHm
54-356-0009

PARKING LICENSE AGREEMENT

THIS PARKING LICENSE AGREEMENT (this “**Agreement**”) is between SLC URBAN GROVE EQUITIES LLC, a Delaware limited liability company (“**Licensee**”) and URBAN GROVE, LLC, a Utah limited liability company (“**Licensor**”) and is entered into as of June 18, 2021 (the “**Effective Date**”).

RECTIALS

A. Licensor and Licensee, as successor in interest to Felton Properties, Inc., a Washington corporation, are parties to that certain Agreement of Sale and Purchase and Joint Escrow Instructions dated May 10, 2021 (as amended, the “**Purchase Agreement**”). Capitalized terms used but not otherwise defined herein shall have their meanings set forth in the Purchase Agreement.

B. Licensor owns the real property described on *Exhibit “A”* attached hereto (the “**Parking Property**”).

C. Pursuant to Section 3.8 of the Purchase Agreement, Licensor and Licensee have agreed to enter into this Agreement to provide parking for the Land (as defined in the Purchase Agreement) to be used by Licensee and its tenants, subtenants, employees, contractors and invitees (collectively, the “**Licensee Benefited Parties**”) throughout the Term (as defined below) on the terms provided in this Agreement.

NOW THEREFORE, in consideration for the payment of the purchase price under the Purchase Agreement, Licensor and Licensee hereby agree as follows:

AGREEMENT

1. Grant of License; Use of Parking Stalls. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Licensor hereby grants to Licensee and the Licensee Benefited Parties a license (the “**License**”) to use a portion of the Property depicted on *Exhibit “B”* attached hereto (the “**Parking Area**”) for the purposes of parking vehicles by the Licensee Benefited Parties within the parking stalls located on the Parking Area. The License granted herein includes the right during the Term to (a) an exclusive license to park in the Parking Area; (b) a non-exclusive license to use all driveway entrances and exits, sidewalks, and walkways and other access areas within the Property for the purpose of parking in the Parking Area and providing vehicular and pedestrian ingress and egress and access between the Parking Area and any public roadways connecting to the Parking Area for purposes of accessing and parking for use of the Land (collectively, the “**Licensed Property**”).

2. Term of Agreement; Termination. The term of this Agreement begins on the Effective Date and terminates on the recording of the Lot-Line Adjustment Agreement (the "Term").

3. Damage; Repairs. Licensee agrees to repair or replace any damage or destruction to the Parking Area or Property which is caused by the acts or omission of Licensee or the Licensee Benefitted Parties during the Term to substantially the same condition existing before any such damage or destruction.

4. Risk of Use; Licensee Indemnification. Licensee agrees and acknowledges that it and its Licensee Benefitted Parties are using the Licensed Property at its own risk and in the Licensed Property's "as is, where is" condition. Licensee agrees that Licensor shall not be liable for any loss or damage to the property or vehicles of Licensee or its Licensee Benefitted Parties, except to the extent arising out of Licensor's negligence or willful misconduct.

Licensee shall indemnify, defend, and hold harmless Licensor and its contractors, agents and employees from any claim, damages, losses, expenses and liability, including reasonable attorney fees to the extent arising from Licensee's or its contractors, agents, representatives, or employees' acts, events, accidents, or omissions while using the Licensed Property or arising out of this Agreement.

5. Liability Insurance. During the Term and at its sole cost and expense, Licensee shall keep in full force and effect with insurance companies acceptable to Landlord a policy of general liability insurance with limits of not less than \$1,000,000 each occurrence and \$2,000,000 general aggregate. The policy shall apply to the Parking Area and the use of the Parking Area by Licensee and the Licensee Benefitted Parties. Such policy shall name Licensor as an additional insured. Upon Licensor's request from time to time, Licensee shall provide Licensor with evidence of current insurance coverage.

6. General Provisions.

a. Assignment. Except in connection with a sale of the Land, Licensee shall not sell, assign, delegate or sublicense any of its rights under this Agreement without the prior written consent of Licensor, which consent Licensor may withhold in its sole discretion, .

b. Relationship; Third Party Beneficiaries. The parties are independent contractors, and this Agreement does not create a partnership, agency, joint venture, or employment relationship. Unless it states otherwise, this Agreement does not create any right in, or inure to the benefit of, any third parties.

c. Enforcement. If any action or proceeding is brought because of a default under, or to enforce or interpret any of the covenants, provisions, or requirements of this Agreement, the party prevailing in such action or proceeding shall be entitled to recover from the unsuccessful party reasonable attorneys' fees (including those incurred in connection with any appeal), the amount of which shall be fixed by the court or the arbitrator and made a part of any judgment rendered. LICENSOR AND LICENSEE EXPRESSLY, IRREVOCABLY, FULLY AND FOREVER RELEASE, WAIVE, AND RELINQUISH ANY AND ALL RIGHT TO TRIAL BY JURY.

d. Miscellaneous. This Agreement contains the entire agreement and understanding between the parties relating to the subject matter of this Agreement. All of the rights and obligations of the parties under this Agreement shall bind and inure to the benefit of their respective successors and assigns. The parties may amend this Agreement only in writing. The parties may sign and deliver this Agreement by facsimile or other electronic means, such as e-mail. Utah law governs this Agreement. This Agreement may be signed in counterparts and each of such counterparts shall constitute an original document and such counterparts, taken together, shall constitute one and the same instrument. Nothing herein shall be construed as a public dedication.

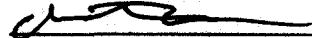
[Signature Page Follows]

Licensee and Licensor have executed this Agreement as of the Effective Date.


LICENSOR:

URBAN GROVE, LLC,
a Utah limited liability company,
by its Managers

KC Gardner Company, L.C.,
a Utah limited liability company

By: 
Name: Chelsea Gardner
Its: Manager

Grove Creek Capital, LLC, a Utah limited liability company

By: 
Name: KEVIN BRADBURN
Its: MANAGER

LICENSEE

SLC URBAN GROVE EQUITIES LLC, a Delaware limited liability company, by its member

SLC Urban Grove SPE LLC,
a Delaware limited liability company

By: **SLC Urban Grove Holdings LLC,**
a Delaware limited liability company
Its: **Managing Member**

By: Matthew J. Felton, Managing Member

Licensee and Licensor have executed this Agreement as of the Effective Date.

LICENSOR:

URBAN GROVE, LLC,
a Utah limited liability company,
by its Managers

KC Gardner Company, L.C.,
a Utah limited liability company

By: _____
Name: _____
Its: _____

Grove Creek Capital, LLC, a Utah limited liability
company

By: _____
Name: _____
Its: _____

LICENSEE

SLC URBAN GROVE EQUITIES LLC, a
Delaware limited liability company, by its member

SLC Urban Grove SPE LLC,
a Delaware limited liability company

By: **SLC Urban Grove Holdings LLC,**
a Delaware limited liability company
Its: **Managing Member**

By: 
Matthew J. Felton, Managing Member

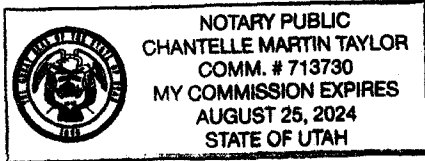
STATE OF UTAH)

: ss.

COUNTY OF SALT LAKE)

On this 14th day of June, 2021, before me, the undersigned, personally appeared Christian Gardner, known or identified to me to be a manager of KC Gardner Company, L.C., a Utah limited liability company, which is a manager of Urban Grove, LLC, a Utah limited liability company, who executed the instrument on behalf of said limited liability company, and acknowledged to me that the limited liability company executed the same.

In witness whereof I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



Chantelle Martin Taylor
NOTARY PUBLIC
My Commission Expires: 08-25-2024
Residing at: Lehi UT

STATE OF UTAH)

: ss.

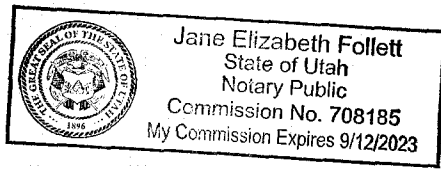
COUNTY OF Utah)

On this 14 day of June, 2021, before me, the undersigned, personally appeared Kevin Bradburn, known or identified to me to be a manager of Grove Creek Capital, LLC, a Utah limited liability company, which is a manager of Urban Grove, LLC, a Utah limited liability company, who executed the instrument on behalf of said limited liability company, and acknowledged to me that the limited liability company executed the same.

In witness whereof I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

My Commission Expires:
9/12/2023

Jane Elizabeth Follett
NOTARY PUBLIC
Residing at: Pleasant Grove, Utah



STATE OF Oregon)
 : ss.
COUNTY OF Multnomah)

On this 14 day of June, 2021, before me, the undersigned, personally appeared Matthew J. Felton, the managing member of SLC Urban Grove Holdings LLC, a Delaware limited liability company, the managing member of SLC Urban Grove SPE LLC, the member of SLC Urban Grove Equities LLC, who executed the instrument on behalf of said limited liability company, and acknowledged to me that the limited liability company executed the same.

In witness whereof I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Marianne Louise Majors
NOTARY PUBLIC
Residing at: Portland, OR

My Commission Expires: 2/10/23

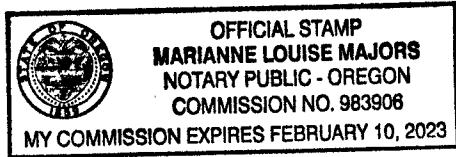


Exhibit "A"

Lot 9, The Void, Plat "D", according to the official plat thereof recorded January 26, 2018, as Entry No. 8256:2018 in the official records of the Utah County Recorder's Office, State of Utah.

Tax Parcel Id No. 54-356-0009

Exhibit "B"
(see attached)

