

When recorded, mail to:

James H. Jones, Esq.
SNELL & WILMER L.L.P.
Gateway Tower West
15 West South Temple, Suite 1200
Salt Lake City, Utah 84101

APN: 49-894-0002

FATCO NCS 872239-A-ai

AGREEMENT REGARDING COTENANCY AGREEMENT

THIS AGREEMENT REGARDING COTENANCY AGREEMENT (this “**Agreement**”) is made as of May 8, 2019 by and among **VGT RIVERWOODS, LLC**, a Utah limited liability company (“**VGT**”), whose mailing address is 9595 Wilshire Boulevard, Suite 700, Beverly Hills, CA 90212; **PEG RIVERWOODS, LLC**, a Utah limited liability company (“**PEG**”), whose mailing address is 180 North University Avenue, Suite 200, Provo, Utah 84601; and **PEAK RIVERWOODS, LLC**, a Utah limited liability company, whose mailing address is 9595 Wilshire Boulevard, Suite 700, Beverly Hills, CA 90212 (“**Peak**” and, together with VGT and PEG, as tenants in common, individually and collectively, jointly and severally, the “**Owner**” or the “**Owners**”), and **BOKF, NA dba BOK Financial** (“**Lender**”), whose mailing address is 1600 Broadway, Suite 1510, Denver, Colorado 80202, and is entered into with reference to the following facts:

RECITALS

A. VGT, PEG and Peak have executed and delivered that certain First Amended and Restated Cotenancy Agreement dated May 8, 2019 (the “**Co-Ownership Agreement**”) setting forth certain rights and obligations with regard to the Property.

B. VGT holds an undivided 43.96% interest, PEG holds an undivided 12.08% interest in, and Peak holds an undivided 43.96% interest in and to the real property located in the County of Utah, State of Utah, and more particularly described in **Exhibit A** hereto (the “**Property**”).

C. Owners have applied for a loan in the maximum principal amount of **TWENTY-EIGHT MILLION ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$28,100,000.00)** (“**Loan**”) from Lender, and Lender has agreed to extend the Loan to Borrower, subject to the terms and conditions of that certain Construction Loan Agreement of approximately even date herewith between Borrower and Lender (the “**Loan Agreement**”). The Loan is secured by a Construction Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing on the Property from Owners for the benefit of Lender (such Deed of Trust, together with any and all amendments or supplements thereto shall be referred to as the “**Deed of Trust**”). Capitalized terms used herein without definition shall have the meanings given to such terms in the Loan Agreement.

D. As a condition to extending the Loan to Borrower, Lender requires that Owners execute this Agreement, and Owners acknowledge and agree that Lender is relying on the waiver of rights contained in this Agreement in extending the Loan to Borrower. Lender would not enter into the Loan absent the agreements contained herein.

E. By this Agreement, Owners desire to set forth certain agreements with Lender with regard to the Loan and its administration and the Property and its development, construction, management and

operation, during the term of Loan, and to assign to Lender certain rights under the Co-Ownership Agreement and to subordinate certain rights thereunder to the lien of the Deed of Trust, all subject to the terms of this Agreement.

F. The parties intend this Agreement to be binding upon their successors and assigns, to the same extent as though such successors and assigns were signatories to this Agreement.

NOW, THEREFORE, in consideration of the premises and the covenants hereafter contained, IT IS AGREED:

1. Incorporation of Recitals. Recitals A through F, inclusive, are incorporated herein by reference.

2. Appointment of Agent. Each of VGT, PEG and PEAK does hereby appoint PEG as their agent and attorney-in-fact for all purposes of the Loan Documents, including, without limitation, the giving and receiving of notices and other communications, the making of requests for advances, the making of all certifications and reports required pursuant to the Loan Documents and for the purpose of receiving and allocating advances made under the Loan Agreement and Note. VGT, PEG and PEAK hereby acknowledge that such agreements are made for the benefit of Lender in extending and administering the Loan and that Lender may rely upon the acts, communications and omissions of PEG as being fully binding upon all Owners. Owners shall jointly and severally hold Lender harmless for such reliance.

3. Assignment; Subordination. This Agreement is made for the purpose of securing (a) the payment of all indebtedness evidenced by that certain Secured Promissory Note of even date herewith evidencing the Loan in the principal amount of Loan with interest thereon executed by Borrower and delivered to Lender, as it may be amended, modified, restated, extended and/or renewed from time to time, and (b) the performance of and compliance with all of the terms, covenants and conditions set forth herein, in the Loan Agreement, and all other loan documents relating to the Loan, as each may be amended, modified, restated, extended and/or renewed from time to time. To this effect, each Owner further agrees as follows:

(a) For value received, Owners do hereby assign, transfer, and set over to Lender all of their right, title and interest in and to the Co-Ownership Agreement and any management rights as set forth therein, and all amendments, modifications, supplements, and addenda thereto, heretofore and hereafter entered into by Owners. Owners shall not amend, modify or terminate the Co-Ownership Agreement without the prior written consent of Lender which may be withheld or conditioned in its discretion.

(b) The Co-Ownership Agreement and any management rights as set forth therein, and all amendments, modifications, supplements, and addenda thereto, heretofore and hereafter entered into by Owners, are and shall at all times be subject and subordinate to all of the rights of Lender arising in connection with the Loan, including, without limitation, the rights, liens and encumbrances of Lender pursuant to the Deed of Trust.

(c) Any lien rights, indemnity rights, rights of subrogation or rights of first offer, first refusal or other rights to purchase or other similar rights inuring to any Owner or any other person or entity under the Co-Ownership Agreement or applicable law are subject and subordinate to the Loan and the Loan Documents and Lender's rights thereunder; and with respect to the aforesaid rights, each applicable person or entity (including, without limitation, each Owner) agrees to waive the same or "standstill" with respect to the enforcement of the same.

4. Owner Agreements. Owners agree:

(a) To faithfully abide by, perform and discharge each and every material obligation, covenant and agreement of the Co-Ownership Agreement to be performed by each Owner thereunder, at no cost or expense to Lender and, except as permitted in the Loan Agreement, not to modify, extend or in any way alter the material terms of the Co-Ownership Agreement or accept a surrender thereof. Each Owner hereby expressly releases, relinquishes and surrenders unto Lender all its right, power and authority to amend, modify, cancel, terminate or in any way alter the terms or provisions of the Co-Ownership Agreement or settle any claims for nonperformance under the Co-Ownership Agreement without the prior written consent of Lender (such consent not to be unreasonably withheld), unless in connection with a termination permitted under the Co-Ownership Agreement.

(b) That, at no cost or expense to Lender, each Owner shall appear in and defend any action or proceeding arising under, growing out of or in any manner connected with the Co-Ownership Agreement or the obligations, duties or liabilities of each Owner thereunder, and shall pay all reasonable, actual, out-of-pocket costs and expenses of Lender, including reasonable, actual, out-of-pocket attorneys' fees and expenses, in any action or proceeding concerning the Co-Ownership Agreement in which Lender may appear.

(c) That, if each Owner fails to make any payment or to do any act as herein provided or fails to do so promptly upon demand by Lender, and does not promptly cure such failure within the time periods provided in the Loan Agreement, then Lender shall have the right, but without the obligation so to do, without releasing each Owner from any obligation hereof and without notice to or demand upon each Owner, to make such payment or to do such act in such manner and to such extent as Lender may deem reasonably necessary to prevent the material impairment of the security hereof, including, without limiting the generality of the foregoing, the right to appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Lender and to perform and discharge each and every obligation, covenant and agreement of each Owner contained in the Co-Ownership Agreement and in exercising any such rights or powers to employ counsel and pay such reasonable, actual, out-of-pocket costs and expenses as Lender shall incur, including, without limitation, attorneys' fees.

(d) To pay immediately upon demand all reasonable, actual, out-of-pocket sums expended by Lender under the authority hereof, together with interest thereon at the Default Interest Rate.

5. Mutual Agreements. The parties agree:

(a) As long as no Event of Default has occurred and is continuing under the Loan Documents (as Event of Default is defined therein), each Owner shall have the right to exercise all of its rights (other than its rights to amend, modify, cancel, terminate such agreement or any right to transfer or sell which is prohibited hereby) under the Co-Ownership Agreement.

(b) In the event Lender elects to pursue some or all of its rights and remedies in connection with an Event of Default, Lender shall be under no duty to assume each Owner's rights and duties under the Co-Ownership Agreement. Each Owner agrees that Lender does not and shall not assume any of each Owner's obligations or duties concerning the Co-Ownership Agreement until and unless Lender shall expressly acknowledge in a separate writing its agreement to assume any such obligations or duties in connection with Lender exercising its rights hereunder.

(c) This Agreement is a current and unconditional assignment of the Co-Ownership Agreement. Lender shall, however, permit each Owner to exercise its rights under the Co-Ownership Agreement (to the extent permitted above) except upon the occurrence and during the continuation of

an Event of Default. Upon the occurrence and during the continuation of such an Event of Default, each Owner shall immediately upon written request from Lender deliver to Lender copies of all documents, correspondence, reports and notices in each Owner's possession in any way relating to the Co-Ownership Agreement. Upon the occurrence of an Event of Default, Lender may, at its option and upon written notice to Owner, assume and exercise any or all of its rights granted under this Agreement. Upon giving notice to Owner, Lender may elect to exercise and receive performance of all rights of each Owner under the Co-Ownership Agreement, including, without limitation, the right to receive and collect all moneys and other performances receivable by, or payable to, each Owner under the Co-Ownership Agreement, the right to give and receive copies of all notices and other instruments or communications, and the right to cure or take action with respect to a default under the Co-Ownership Agreement. Each Owner hereby irrevocably constitutes and appoints Lender, upon the occurrence and during the continuation of an Event of Default, as its attorney-in-fact solely to demand, receive and enforce each Owner's rights with respect to the Co-Ownership Agreement to give appropriate receipts, releases and satisfactions for and on behalf of each Owner, and to do any and all acts in the name of each Owner or in the name of Lender with the same force and effect as each Owner could do if this Agreement had not been made. The exercise of any of the foregoing rights or remedies by Lender under this Agreement shall not cure or waive, modify or affect any notice of Event of Default under any of the Loan Documents, or invalidate any act done pursuant to any such notice. Lender may exercise its rights hereunder as often as any such Event of Default may occur and so long as any such Event of Default may continue.

(d) In no event shall Lender have any liability to each Owner or any other person for any claims, damages, costs, liabilities or expenses arising from or in any way related to any such termination. Such right of termination may be exercised at any time during the continuation of an Event of Default, notwithstanding that Lender may have previously elected to assume the rights of each Owner pursuant hereto.

(e) The exercise by Lender of the foregoing rights shall not constitute a waiver of any of the remedies of Lender under the Loan Documents, or any other document or agreement existing at law or in equity, by statute or otherwise.

(f) OWNERS SHALL JOINTLY AND SEVERALLY INDEMNIFY, DEFEND AND HOLD LENDER HARMLESS FOR, FROM AND AGAINST ANY AND ALL ACTUAL, OUT-OF-POCKET LIABILITY, LOSS OR DAMAGE WHICH IT MAY OR MIGHT INCUR UNDER THE AGREEMENT OR UNDER OR BY REASON OF THIS AGREEMENT AND FOR, FROM AND AGAINST ANY AND ALL ACTUAL, OUT-OF-POCKET CLAIMS AND DEMANDS WHATSOEVER WHICH MAY BE ASSERTED AGAINST LENDER BY REASON OF ANY ALLEGED OBLIGATION OR UNDERTAKING IN ITS PART TO PERFORM OR DISCHARGE ANY OF THE TERMS, COVENANTS OR AGREEMENTS CONTAINED IN THE AGREEMENT OR UNDER OR BY REASON OF THIS AGREEMENT, EXCLUDING, HOWEVER, ANY NEGLIGENCE OR WILLFUL MISCONDUCT OF LENDER OR ANY OBLIGATIONS ARISING FROM AND AFTER THE DATE LENDER TAKES POSSESSION OF, OR TITLE TO THE PREMISES. SHOULD LENDER INCUR ANY SUCH LIABILITY, LOSS OR DAMAGE UNDER THE AGREEMENT OR UNDER OR BY REASON OF THIS AGREEMENT, OR IN THE DEFENSE OF ANY SUCH CLAIM OR DEMAND, THE AMOUNT THEREOF, INCLUDING REASONABLE, ACTUAL, OUT-OF-POCKET COSTS, EXPENSES AND ATTORNEYS' FEES, TOGETHER WITH INTEREST THEREON AT THE AGREED RATE, SHALL BE SECURED HEREBY AND BY THE OTHER LOAN DOCUMENTS, AND ASSIGNOR SHALL REIMBURSE LENDER THEREFOR IMMEDIATELY UPON DEMAND.

(g) Each Owner covenants and agrees to transfer and assign to Lender any and all subsequent agreements which are entered into pursuant to, in replacement of or to serve substantially the same purpose as, the Co-Ownership Agreement, upon the same or substantially the same terms

and conditions as herein contained, and to make, execute and deliver to Lender, upon demand, any and all instruments that may be necessary therefor. The foregoing shall not be deemed to be a consent to amendments or modifications to the Co-Ownership Agreement.

(h) Upon payment in full of all indebtedness, and performance of all obligations, secured hereby and termination of all obligations of Lender to make loans and advances and otherwise extend credit to each Owner (other than by reason of the exercise by Lender of its rights and remedies), this Agreement shall become and be void and of no effect, but the affidavit of any officer of Lender showing that any such conditions to release have not been satisfied shall be and constitute conclusive evidence of the validity, effectiveness and continuing force of this, and any person may and is hereby authorized to rely thereon. Upon such termination, all the estate, right, title, interest, claim and demand of Lender under the Co-Ownership Agreement shall revert to each Owner, and Lender shall, at the request of each Owner, promptly deliver to each Owner an instrument canceling the Assignment and reassigning the Co-Ownership Agreement to each Owner.

(i) Each Owner warrants that: (i) the Co-Ownership Agreement is in full force and effect as of the date hereof; (ii) the Co-Ownership Agreement has not been amended or modified except as set forth herein; (iii) that no event of default by each Owner exists thereunder; (iv) that no event has occurred or exists which, with notice or lapse of time or both, would constitute an event of default by each Owner thereunder; (v) all sums due and payable (if any) under the Co-Ownership Agreement as of the date hereof have been paid in full; (vi) no Owner has commenced any action or given or received notice for the purpose of terminating the Co-Ownership Agreement; (vii) no Owner has commenced any action or given or received notice for the purposes of prosecuting any action for partition of the Property (or any portion thereof or interest therein) or any similar action; and (viii) the interest in the Property owned by each of the Owners is as set forth in the Co-Ownership Agreement and the Recitals hereof.

(j) Notwithstanding the terms of this Agreement, and in no way abrogating or otherwise waving the terms of this Agreement, if any action for partition is brought by any Owner, the other Owners (or any entity controlled by a Guarantor) shall immediately purchase the selling Owners tenancy-in-common interest in the Property at fair market value.

(k) Owner shall promptly deliver to Lender copies of all notices of default or other material notices received by any Owner with respect to any obligation or duty under the Co-Ownership Agreement.

(l) In no event shall the number of Owners with respect to the Property exceed 3, unless Lender otherwise agrees in writing in its sole discretion.

6. No Sale or Transfer, Limited Leasing. Owners understand and agree that the exercise of any statutory or common law rights and abilities to seek to or to actually partition their undivided interests in the Property shall be considered an immediate Event of Default with no notice period and no opportunity to cure the same. Each Owner waives any right of ouster. This Agreement shall become effective when executed by all the parties hereto. Once this Agreement becomes effective, it shall continue in full force and effect until such time as the Loan is performed and paid in full. During such time as this Agreement is effective, Owners, or any of them, shall have no right to lease, sell or otherwise transfer their undivided interests in the Property without the prior written consent of Lender in its sole and absolute discretion. Lender agrees that, upon satisfaction in full of the Loan, as determined by Lender in its sole and absolute discretion, Lender shall execute a release of this Agreement to be recorded in the public records of the County of Utah, State of Utah.

7. Joint Obligations. All Obligations pursuant to the Loan Agreement and the other Loan Documents shall not be the joint and several obligations of each Owner, except with respect to obligations arising under the Deed of Trust. Each reference to "Owner" under this Section 7 shall be deemed to refer to

each of the Owners individually and collectively and each obligation to be performed by “Owner” under this Section 7 shall be performed by each Owner. Lender shall have no responsibility to inquire into the apportionment, allocation or disposition of any Loan proceeds or any advances made hereunder.

(a) Purpose of Borrowing. The establishment of the Loan with the Owners and other Borrowers as co-trustors under the Deed of Trust, is solely as an accommodation to the Owners and other Borrowers and Lender shall incur no liability to any Owner or other Borrower as a result thereof. Each Owner hereby agrees to indemnify Lender and hold Lender harmless from and against any and all liabilities, expenses, losses, damages and/or claims of any damage or injury asserted against Lender by Owner, any other Borrower, or any other person arising from or incurred by reason of the joint nature of the borrowings under the Loan Documents or any action taken by Lender pursuant hereto. Each Owner expects to derive benefit, directly or indirectly, from the Loan.

(b) Direct Obligations; Waivers. Each Owner and all other Borrowers shall be a direct, primary and independent obligor under the Loan Documents to which it is a party, and shall not be deemed to be a guarantor, accommodation party or other person secondarily liable for such obligations. Without limiting the foregoing, however, each Owner represents, warrants, covenants and agrees as follows:

(i) Lender may enforce any Loan Document against any Owner or Borrower that is a party thereto, without first having sought enforcement of any Loan Documents against any other Owner or Borrower.

(ii) Lender may enforce any Loan Document against any property, interests in property, and rights to property, if any, from time to time, securing any or all Obligations arising pursuant to the Loan Documents (the “**Loan Collateral**”) without first having sought enforcement of any Loan Documents against any Owner, any other Borrower, or any other Loan Collateral.

(iii) Such Obligations shall not be affected by any of the following: (A) the bankruptcy, disability, dissolution, incompetence, insolvency, liquidation, or reorganization of any Borrower; (B) any defense of any or all other Borrowers to payment or performance of any or all obligations or enforcement of any and all liens and encumbrances; (C) the discharge, modification of the terms of, reduction in the amount of, or stay of enforcement of any or all liens and encumbrances or any or all obligations under the Loan Documents in any bankruptcy, insolvency, reorganization, or other legal proceeding or by any other applicable law, ordinance, regulation, or rule (federal, state, or local); (D) the cessation of liability of any or all other Borrowers or any or all obligations; or (E) any claim or dispute by any other Borrower concerning the occurrence of an Event of Default, performance of any obligations, or any other matter.

(iv) Each Owner waives any and all rights and benefits under any applicable law that limits the liability or exonerate guarantors or sureties, if and to the extent applicable, and any other similar or replacement statutes or rules now or hereafter in effect and any other statutes or rules now or hereafter in effect that purport to confer specific rights upon, or make specific defenses or procedures available to, guarantors, any analogous provisions of Utah or Utah law if and to the extent applicable, and any other similar or replacement statutes or rules now or hereafter in effect and any other statutes or rules now or hereafter in effect that purport to confer specific rights upon or make specific defenses or procedures available to any Owner.

(v) Each Owner waives any rights that require Lender, and Lender shall have no obligation, to provide to Owner any information concerning the performance of any other

Borrower, the Obligations, or the ability of the other Borrower to perform the Obligations or any other matter, regardless of what information Lender may from time to time have.

(vi) Except to the extent provided in the Co-Ownership Agreement each Owner waives any and all present and future claims, remedies and rights against the other, the Loan Collateral, and any other property, interest in property or rights to property of any other Loan Party: (A) arising from any performance hereunder, (B) arising from any application of any Loan Collateral, if any, or any other property, interest in property or rights to property of any other Borrower, (C) arising from any indebtedness to the other, or (D) otherwise arising in respect of the Loan Documents, regardless of whether such claims, remedies and rights arise under any present or future agreement, document or instrument or are provided by any applicable law, ordinance, regulation or rule (federal, state or local) (including, without limitation, any and all rights of contribution, exoneration, indemnity, reimbursement, and subrogation and any and all rights to participate in the rights and remedies of Lender against any Borrower). To the extent that rights of contribution, exoneration, indemnity, reimbursement and subrogation are not waivable, such rights are hereby made subordinate and subject to all rights, liens and claims of Lender.

(c) Additional Representations and Warranties. Each Owner hereby represents and warrants to Lender that:

(i) As of the date hereof and after giving effect to the execution and delivery of this Agreement and the other Loan Documents to which it is a party and the obligations hereby and thereby assumed, the sum of such Owner's debts is less than all of Owner's assets at fair valuation.

(ii) Such Owner is not entering into this Agreement, granting any security in connection with this Agreement, or otherwise making any transfer in connection with this Agreement or the other Loan Documents to which it is a party, with actual intent to hinder, delay or defraud any creditor of such Owner, whether such creditor now exists or may hereafter arise.

(iii) Each Owner acknowledges it has received reasonably equivalent value in exchange for the execution and delivery by such Owner of this Agreement and the other Loan Documents to which it is a party, the granting of security in connection with this Agreement and the other Loan Documents to which it is a party, and all transfers made by Owner in connection with this Agreement and the other Loan Documents to which it is a party.

(iv) No Owner is now engaged or about to be engaged in a business or transaction for which the assets of such Owner (after giving effect to the granting of any security in connection with the execution and delivery of this Agreement and any other transfer made or contemplated to be made in connection with the execution and delivery of this Agreement) would be unreasonably small in relation to the business or transaction.

(v) Neither Owner intends to incur, or believes that it will incur, debts beyond its ability to pay such debts as they become due.

(vi) The sale or issuance of any tenancy-in-common interests pursuant to the Co-Ownership Agreement will not violate any securities laws or any other applicable law.

As used in this Section 7, the term "transfer" shall include every mode, direct or indirect, absolute or conditional, voluntary or involuntary, of disposing of or parting with an

asset or an interest in an asset and includes payment of money, release, lease, and creation of a lien or other encumbrance.

8. Miscellaneous Provisions. The following additional provisions shall apply to this Agreement:

(a) Successors and Assigns. Subject to the preceding terms and conditions of this Agreement, this Agreement shall be binding upon the successors and assigns of all Owners.

(b) Further Documents. Each party agrees to make, execute, acknowledge and deliver on demand of the other, any and all documents reasonably required to carry out the purpose and intent of this Agreement.

(c) Attorneys' Fees; Indemnification. If any legal action is necessary to enforce the terms of this Agreement, Lender shall be entitled to reasonable attorneys' fees in addition to any other relief to which that Lender may be entitled. Moreover, Owners jointly and severally agree to indemnify, defend and hold harmless Lender for any and all expenses, costs and damages incurred by Lender in connection with any attempted partition of the Property or other breach of this Agreement by Owners or any of them, or their successors and/or assigns.

(d) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah.

(e) Notices. All notices, requests and demands to be made hereunder to the parties hereto shall be in writing and shall be delivered by hand, or sent by registered or certified mail, postage prepaid, return receipt requested, through the United States Postal Service, or by overnight courier such as Federal Express to the addresses set forth in the Loan Agreement or such other addresses which the parties may provide in accordance therewith. Such notices, requests and demands, if sent by mail, shall be deemed given three (3) days after deposit in the United States mail, if sent by overnight courier, shall be deemed given one (1) Business Day (as defined in the Loan Agreement) after deposit with the overnight courier and if delivered by hand, shall be deemed given when delivered.

(f) No Release. The taking of this Agreement by Lender shall not effect the release of any other collateral now or hereafter held by Lender as security for the obligations secured hereby, nor shall the taking of additional security for such obligations hereafter effect a release or termination of this Agreement or any terms or provisions hereof.

(g) Further Assurances. Each Owner, upon request of Lender, shall execute and deliver such further documents, as may be reasonably necessary to carry out the intent of this Agreement and to perfect and preserve the rights and interests of Lender hereunder and the priority thereof.

(h) No Waiver; Remedies. No failure or delay on the part of Lender in exercising any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right, power or remedy. The rights, powers and remedies hereunder are cumulative and may be exercised by Lender either independently of or concurrently with any other right, power or remedy contained herein or in any document or instrument executed in connection with the Obligations.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

VGT RIVERWOODS, LLC
a Utah limited liability company

By: THE VERA GUERIN SEPARATE PROPERTY TRUST OF 1992
created under agreement dated April 30, 1992
its manager

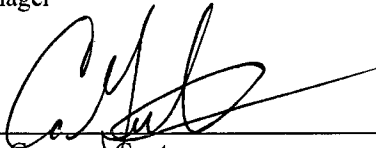
By: _____
Name: Vera Guerin
Title: Trustee

PEG RIVERWOODS, LLC
a Utah limited liability company

By: PEG CAPITAL PARTNERS FUND III, L.P.
a Delaware limited partnership
its Manager

By: PEG CAPITAL PARTNERS III GP, LLC
a Delaware limited liability company
its General Partner

By: PEG CAPITAL PARTNERS, LLC
a Delaware limited liability company
its Manager

By: 
Name: Cameron Gunter
Title: Manager

PEAK RIVERWOODS, LLC
a Utah limited liability company

By: PEAK-PROVO, LLC
a Utah limited liability company
its manager

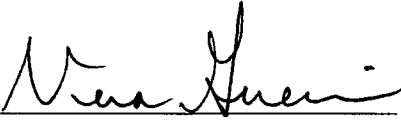
By: _____
Name: D. Gregory Scott
Title: Managing-Member

“Owners”

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

VGT RIVERWOODS, LLC
a Utah limited liability company

By: THE VERA GUERIN SEPARATE PROPERTY TRUST OF 1992
created under agreement dated April 30, 1992
its manager

By: 
Name: Vera Guerin
Title: Trustee

PEG RIVERWOODS, LLC
a Utah limited liability company

By: PEG CAPITAL PARTNERS FUND III, L.P.
a Delaware limited partnership
its Manager

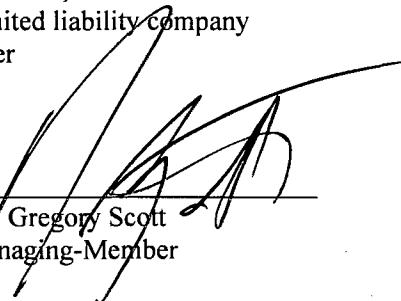
By: PEG CAPITAL PARTNERS III GP, LLC
a Delaware limited liability company
its General Partner

By: PEG CAPITAL PARTNERS, LLC
a Delaware limited liability company
its Manager

By: _____
Name: Cameron Gunter
Title: Manager

PEAK RIVERWOODS, LLC
a Utah limited liability company

By: PEAK-PROVO, LLC
a Utah limited liability company
its manager

By: 
Name: D. Gregory Scott
Title: Managing-Member

“Owners”

See attached Notarial Certificate

STATE OF UTAH)
) ss.
COUNTY OF _____)

On this ___ day of _____, in the year 2019, before me _____, a notary public, personally appeared **VERA GUERIN**, proved on the basis of satisfactory evidence to be the person whose name is subscribed to in this document, and acknowledged she executed the same.

(Notary Seal) _____

Notary Signature

STATE OF UTAH)
) ss.
COUNTY OF _____)

On this ___ day of _____, in the year 2019, before me _____, a notary public, personally appeared **CAMERON GUNTER**, proved on the basis of satisfactory evidence to be the person whose name is subscribed to in this document, and acknowledged he executed the same.

(Notary Seal) _____

Notary Signature

STATE OF UTAH)
) ss.
COUNTY OF _____)

On this ___ day of _____, in the year 2019, before me _____, a notary public, personally appeared **D. GREGORY SCOTT**, proved on the basis of satisfactory evidence to be the person whose name is subscribed to in this document, and acknowledged he executed the same.

(Notary Seal) _____

Notary Signature

(Lc) See attached California all-purpose acknowledgment

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

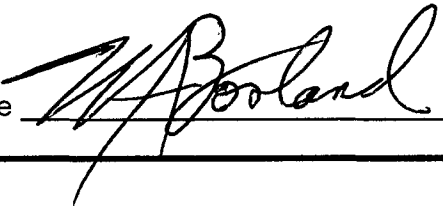
State of California
County of Los Angeles)

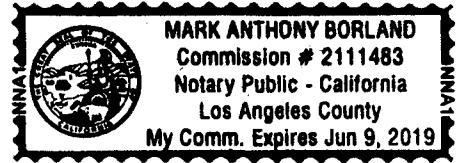
On April 26, 2019 before me, Mark Anthony Borland, Notary Public
(insert name and title of the officer)

personally appeared Vera Guerin
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity(ies), and that by ~~his~~/her/~~their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature  (Seal)



STATE OF UTAH)
) ss.
COUNTY OF _____)

On this ___ day of _____, in the year 2019, before me _____, a notary public, personally appeared **VERA GUERIN**, proved on the basis of satisfactory evidence to be the person whose name is subscribed to in this document, and acknowledged she executed the same.

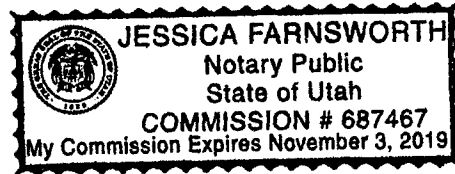
(Notary Seal) _____

Notary Signature

STATE OF UTAH)
) ss.
COUNTY OF Utah)

On this 8th day of May, in the year 2019, before me Jessica Farnsworth, a notary public, personally appeared **CAMERON GUNTER**, proved on the basis of satisfactory evidence to be the person whose name is subscribed to in this document, and acknowledged he executed the same.

(Notary Seal) Jessica Farnsworth
Notary Signature



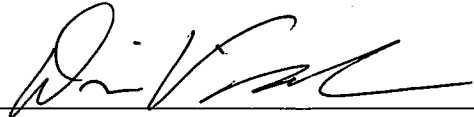
STATE OF UTAH)
) ss.
COUNTY OF _____)

On this ___ day of _____, in the year 2019, before me _____, a notary public, personally appeared **D. GREGORY SCOTT**, proved on the basis of satisfactory evidence to be the person whose name is subscribed to in this document, and acknowledged he executed the same.

(Notary Seal) _____

Notary Signature

BOKF, NA, dba BOK Financial

By: 
Name: Darin E. Visscher
Title: Senior Vice President

“Lender”

STATE OF COLORADO)
)
) : ss.
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 2nd day of May, 2019, by **DARIN E. VISSCHER**, a Senior Vice President of **BOKF, NA**, dba BOK Financial, for and on behalf of said national association.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



NOTARY PUBLIC

[Seal]

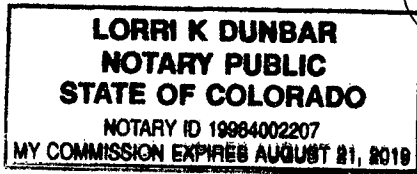


EXHIBIT A

DESCRIPTION OF PROJECT

That certain real property situated in Utah County, State of Utah and described as follows:

LOT 2, PROVO APARTMENTS AT 4800 NORTH PLAT "A" SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND RECORDED NOVEMBER 9, 2018 AS ENTRY NO. 107714:2018 IN THE OFFICE OF THE RECORDER OF UTAH COUNTY, STATE OF UTAH.