

WHEN RECORDED, RETURN TO:
Lehi Hotel Partners I, LLC
748 W Heritage Park Blvd., Ste. 203
Layton, UT 84041

EASEMENT AND MAINTENANCE AGREEMENT

THIS EASEMENT AND MAINTENANCE AGREEMENT ("Agreement") is made effective as of the 20th day of October, 2018, (the "Effective Date"), by and among LEHI HOTEL PARTNERS I, LLC, a Utah limited liability company ("Partners"), and T-STAT ONE, LLC, a Utah limited liability company ("TSTAT"). Partners and TSTAT may be collectively referred to herein as the "Parties" and individually as a "Party."

RECITALS

A. TSTAT is the owner of that certain parcel of land in the City of Lehi, County of Utah, State of Utah, more particularly described on **Exhibit A** hereto (the "TSTAT Parcel").

B. Partners is the owner of that certain parcel of land in the City of Lehi, County of Utah, State of Utah, more particularly described on **Exhibit B** hereto (the "Partners Parcel").

C. The TSTAT Parcel and the Partners Parcel may be collectively referred to herein as the "Parcels", and individually as a "Parcel." The Parcels are adjacent to each other.

D. The Parcels are subject to that certain Master Declaration of Protective Covenants Conditions and Restrictions for BAK Commercial/Retail Developments, Lehi City, Utah County, State of Utah, recorded on September 26, 2001, as Entry No. 97759:2001 in the Utah County Recorder Office, and to the access and parking easements and other easements and matters set forth therein.

E. The Parties are willing to grant certain easements, as set forth below, subject to the terms and conditions of this Agreement.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and agreed, and for the covenants set forth herein, the Parties hereby agree as follows:

1. **SITE PLAN APPROVAL.** The Parties hereby acknowledge and approve the site plan (the "Site Plan") set forth on **Exhibit C** hereto. No amendment or revision which materially or adversely affects any Party's rights under this Agreement (or the beneficial exercise of such rights) may be made to the Site Plan, or to the improvements depicted thereon, without

the express written consent of both Parties, which consent shall not be unreasonably withheld, conditioned or delayed.

2. **ENCLOSURE EASEMENT/MAINTENANCE.** TSTAT hereby grants and conveys to Partners and its managers, employees, contractors, vendors, suppliers, tenants, occupants and licensees a perpetual, non-exclusive easement for access to, use of, and maintenance and repair of the Enclosure (defined below), including the right to place and utilize one (1) four yard trash bin and one (1) four yard recycle bin within the Enclosure (the foregoing, collectively, the "Enclosure Easement"). As used in this Agreement, "Enclosure" shall mean that certain walled, gated enclosure identified as such and in the location shown on the Site Plan. Partners shall be responsible, at its sole cost, for maintenance of the Enclosure (including the landscaping directly behind the Enclosure) in good condition and repair, and for regular pick-up/removal services, as reasonably necessary, with respect to such trash/recycle bins.

3. **MAINTENANCE OF SHARED IMPROVEMENTS.** TSTAT shall maintain or cause to be maintained, the Shared Improvements (defined below) in good condition and repair. "Shared Improvements" shall mean that certain drive aisle identified and in the location shown on the Site Plan and those certain parking areas identified and in the location shown on the Site Plan. TSTAT may, but shall not be required to, enter into one or more third-party contracts for the provision of all or any portion of the foregoing maintenance obligations, which shall include, without limitation:

a. Maintenance, repair and replacement of the surface and subsurface of the shared drive aisle and parking areas, as reasonably necessary, to maintain the same in a level, smooth, and evenly covered condition; such condition to be maintained with the types of materials and at the same grade and elevation as initially constructed;

b. Removal from the shared drive aisle and parking areas of paper, rubbish, debris, ice, snow, and other hazards to the Parties and their respective tenants, guests, customers, and other invitees using the same, and washing or sweeping paved areas, as reasonably necessary; and

c. Such painting and repainting of traffic lines (if any) as reasonably necessary to maintain the shared drive aisle and parking areas in good condition and provide for safe traffic flow.

In lieu of TSTAT's management and overhead costs, TSTAT shall be permitted to charge Partners an administrative fee, which shall be computed by multiplying the cost of maintaining the Shared Improvements by five percent (5%) (the "Administration Fee"). As reimbursement for Partners' share of the total costs incurred by TSTAT in maintaining the Shared Improvements as set forth above, Partners shall pay to TSTAT fifty percent (50%) of such costs pertaining to the Shared Improvements, together with the entire Administration Fee, within thirty (30) days of receiving a written billing from TSTAT, which billings shall be issued on a quarterly basis, and which shall include copies of invoices or other reasonable documentation of costs. Any payment that is not received when due shall incur interest at the rate of twelve percent (12%) per annum until paid.

4. **TEMPORARY CONSTRUCTION LICENSE.** TSTAT hereby gives, grants, and conveys to Partners, its successors and assigns, and its employees, contractors, and subcontractors, such temporary licenses as are reasonably necessary to go on, over, under and across the TSTAT Parcel and construct the Enclosure (the "Construction Access License"). Partners will remove all dirt and construction debris from the TSTAT Parcel resulting from the Construction Access License on a timely basis, will maintain any areas under construction in a safe manner, and will keep the TSTAT Parcel free of any mechanics' liens or similar claims arising from such work. This Construction Access License shall automatically terminate upon completion of the Enclosure. Upon request, Partners shall cause Partners' general contractor responsible for the Enclosure to provide proof to TSTAT of workers compensation coverage, as required by law, appropriate general liability insurance, and shall name TSTAT as an additional insured on any such policies.

5. **INDEMNIFICATION/INSURANCE.**

a. **Indemnification.** Each party (the "indemnifying party") hereby agrees to indemnify, defend and save the other party harmless from any and all liability, damage, expense, causes of action, suits, claims or judgments arising from injury to person or property and occurring on such indemnifying party's own Parcel, except if caused by the negligence or willful misconduct of the other party hereto.

b. **Insurance.** Each party shall provide commercial general liability insurance affording protection to itself and the other party on its own Parcel, naming the other party as an "additional insured" under the policy or policies, for a combined bodily injury and property damage limit of liability of not less than Two Million Dollars (\$2,000,000) per occurrence, Three Million Dollars (\$3,000,000) aggregate. The insurance company providing such insurance shall be rated at least A- / VII, A.M. Best's rating. Such insurance may be a part of blanket liability coverage carried by a party so long as such blanket policy does not reduce the limits or diminish the coverage required herein.

c. **Other Insurance Matters.** All policies of insurance required by this Agreement shall insure the performance of the party insured thereunder of the indemnity obligations contained in this Agreement, shall name the other party an additional insured and shall contain a provision that the insurance company will provide all parties with not less than twenty (20) days advance written notice of any cancellation or lapse, or of the effective date of any material reduction in the amounts or scope of coverage. Each party shall deliver to the other a certificate or statement from the party's insurance company that such insurance insures the performance by the party insured of the indemnity obligations herein and the existence of the insurance coverage to the limits herein required. Each party shall promptly notify each other party of any asserted claim with respect to which such party is or may be indemnified against hereunder and shall deliver to such party copies of process and pleadings.

6. **DEFAULT.**

a. **Events of Default.** The failure of a Party to observe or perform any of the covenants, conditions or obligations of this Agreement within twenty (20) days after the issuance

of a written notice by another Party that it has failed to perform under this Agreement specifying the nature of the default claimed; shall constitute a material default and breach of this Agreement.

b. Equitable Relief. The non-defaulting Party shall have the right to prosecute any proceedings at law or in equity against any defaulting Party hereto, and to recover damages for any such violation or default. Such proceeding shall include the right to restrain by injunction any violation or threatened violation of any of the terms, covenants, or conditions of this Agreement, or to obtain a decree to compel performance of any such terms, covenants, or conditions, it being agreed that the remedy at law for a breach of any such term, covenant, or condition (except those, if any, requiring the payment of a liquidated sum) is not adequate. All of the remedies permitted or available to a Party under this Agreement or at law or in equity shall be cumulative and not alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right or remedy. In the event a Party institutes any legal action or proceeding for the enforcement of any right or obligation herein contained, the prevailing Party after a final adjudication shall be entitled to recover its costs and reasonable attorneys' fees incurred in the preparation and prosecution of such action or proceeding.

c. Waiver of Default. No waiver by any Party of any default under this Agreement shall be effective or binding on such Party unless made in writing by such Party and no such waiver shall be implied from any omission by a Party to take action in respect to such default. No express written waiver of any default shall affect any other default or cover any other period of time other than any default and/or period of time specified in such express waiver. One (1) or more written waivers or any default under any provision of this Agreement shall not be deemed to be a waiver of any subsequent default in the performance or the same provision or any other term or provision contained in this Agreement.

d. Agreement Continues Notwithstanding Default. It is expressly agreed that no breach of or event of default under this Agreement shall: (i) entitle any Party to cancel, rescind, or otherwise terminate this Agreement; or (ii) defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value as to any part of a Parcel. This limitation shall not affect in any manner any other rights or remedies that a Party may have hereunder by reason of any such breach or default.

7. MISCELLANEOUS.

a. Binding Effect. The terms of this Agreement and all easements granted hereunder shall constitute covenants running with the land and shall bind the real estate described herein and inure to the benefit of and be binding upon the signatories hereto and their respective successors and assigns who become Parties hereunder. No amendment hereto shall be effective unless such amendment has been executed and notarized by the Parties or their respective successors and further provided that any such amendment is recorded in the Official Records of the Recorder's Office of Utah County, Utah.

b. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original. The signatures to this Agreement may be executed and

notarized on separate pages, and when attached to this Agreement shall constitute one complete document.

c. Not a Public Dedication. Nothing herein contained shall be deemed to be a gift or dedication of any portion of any Parcel or portion thereof to the general public, or for any public use or purpose whatsoever. Except as herein specifically provided, no rights, privileges or immunities of any Party hereto shall inure to the benefit of any third-party, nor shall any third-party be deemed to be a beneficiary of any of the provisions contained herein.

d. Notices. Whenever a Party is required or permitted under this Agreement to provide the other Party with any notice, submittal, request, demand, consent, or approval ("Notice"), such Notice will be given in writing and will be delivered to the other Party at the address or facsimile number set forth below: (i) personally; (ii) by a reputable overnight courier service; or (iii) by certified mail, postage prepaid, return receipt requested. A Party may change its address for Notice by written notice to the other Party delivered in the manner set forth above. Notice will be deemed to have been duly given: (A) on the date personally delivered; (B) one (1) business day after delivery to an overnight courier service with next-day service requested; or (C) on the third (3rd) business day after mailing, if mailed using certified mail. The initial addresses for Notice are as follows:

IF TO TSTAT:

T-STAT One, LLC
 Attn: Nathan Ricks
 2801 North Thanksgiving Way, Ste. 100
 Lehi, UT 84043

IF TO PARTNERS:

Lehi Hotel Partners I, LLC
 Attn: Michael R. Christensen
 748 W. Heritage Park Blvd., Ste. 203
 Layton, UT 84041

e. Time. Time is of the essence with respect to each and every term, condition, obligation and provision contained in this Agreement.

f. Waiver. The failure of any Party to insist upon strict performance of any of the terms, covenants or conditions hereof shall not be deemed a waiver of any rights or remedies which that Party may have hereunder, at law or in equity and shall not be deemed a waiver of any subsequent breach or default in any of such terms, covenants or conditions.

[signatures on following page]

IN WITNESS WHEREOF, TSTAT and Partners have caused this Agreement to be executed as of the Effective Date.

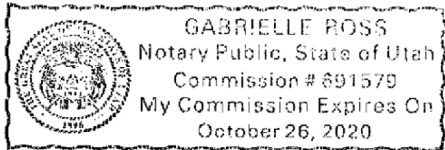
T-STAT ONE, LLC,
a Utah limited liability company

By: [Signature]
Name: Nathan Ricks
Title: Manager

STATE OF UTAH)
)ss.
County of DAVIS)

On this 22 day of October, 2018, before me, a Notary Public, personally appeared Nathan Ricks, known or proved to me to be the Manager of TSTAT 1, LLC, a Utah limited liability company, the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same on behalf of said company.

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



Gabrielle Ross
Notary Public
Residing at DAVIS COUNTY, UT
Comm. Expires 10/26/2020

[Signatures continue on following page]

LEHI HOTEL PARTNERS I, LLC
a Utah limited liability company

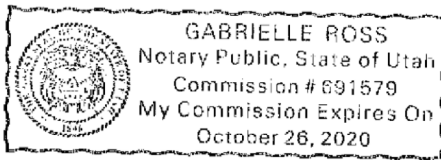
By: [Signature]
Kevin Garn, Manager

By: [Signature]
Nathan Ricks, Manager

STATE OF UTAH)
)ss.
County of DAVIS)

On this 22 day of October, 2018, before me, a Notary Public, personally appeared Kevin Garn, known or proved to me to be the Manager of Lehi Hotel Partners I, LLC, a Utah limited liability company, the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same on behalf of said company.

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

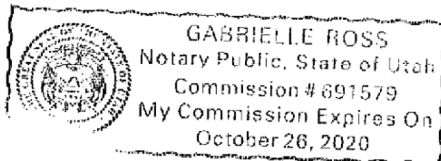


[Signature]
Notary Public
Residing at DAVIS COUNTY, VT
Comm. Expires 10/26/2020

STATE OF UTAH)
)ss.
County of DAVIS)

On this 22 day of October, 2018, before me, a Notary Public, personally appeared Nathan Ricks, known or proved to me to be the Manager of Lehi Hotel Partners I, LLC, a Utah limited liability company, the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same on behalf of said company.

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



[Signature]
Notary Public
Residing at DAVIS COUNTY, VT
Comm. Expires 10/26/2020

EXHIBIT A

LEGAL DESCRIPTION OF TSTAT PARCEL

EXHIBIT B**LEGAL DESCRIPTION OF PARTNERS PARCEL**

Beginning at a point which is East 2673.23 feet and South 486.55 feet from the Southwest corner of Section 31, Township 4 South, Range 1 East, Salt Lake Base and Meridian; thence South $44^{\circ}29'47''$ East 188.42 feet; thence Southerly 23.43 feet along the arc of a 15.00 foot radius curve to the right, the chord of which bears South $00^{\circ}15'24''$ West 21.12 feet; thence Southwesterly 54.26 feet along the arc of a 240.00 foot radius curve to the left, the chord of which bears South $38^{\circ}31'59''$ West 54.15 feet; thence South $32^{\circ}03'22''$ West 163.49 feet; thence Westerly 23.56 feet along the arc of a 15.00 foot radius curve to the right, the chord of which bears South $77^{\circ}03'11''$ West 21.21 feet; thence Westerly 258.14 feet along the arc of a 815.00 foot radius curve to the left, the chord of which bears North $67^{\circ}01'25''$ West 257.06 feet; thence Northeasterly 50.27 feet along the arc of a 105.00 foot radius curve to the right, the chord of which bears North $33^{\circ}50'32''$ East 49.79 feet; thence North $47^{\circ}33'28''$ East 295.61 feet to the point beginning.

EXHIBIT C

SITE PLAN

