

When Recorded Return To:

Vineyard Flagship 87, LLC
Attn: Peter Evans
1250 E 200 S; Ste. 1D
Lehi, UT 84043

Cross Access / Cross Parking Agreement

This Cross Access / Cross Parking Agreement (this "Agreement") is hereby made on this date January 29, 2018; between Tech Center Partners, LLC, a Utah limited liability company ("Owner #1") and Vineyard Flagship 87, LLC, a Utah limited liability company ("Owner #2").

Owner 1:

Tech Center Partners, LLC
11635 S. 700 E.
Draper, UT 84020
Salt Lake County

Owner 2:

Vineyard Flagship 87, LLC
1250 E 200 S, Ste 1D
Lehi, UT 84043
Utah County

Recitals

A. Owner #1, is the owner of real property more fully described as "DESCRIPTION 1" on Exhibit "A" attached hereto and incorporated herein by this reference ("Parcel 1");

B. Owner #2 is the owner of real property more fully described as "DESCRIPTION 2" on Exhibit "A" attached hereto and incorporated herein by this reference ("Parcel 2");

C. The parties to this Agreement desire to create/grant a perpetual easement on, over, upon, and across portions of Parcel 1 and Parcel 2 for purposes of vehicular and pedestrian ingress and egress to and from, and non-exclusive parking rights, and for all other uses expressly contemplated by this Agreement;

D. The parties agree that these mutual easements will be defined, by the designated areas in Exhibit "A" (property layout with hatched areas labeled "DESCRIPTION 1" and "DESCRIPTION 2" respectively) for Parcel 1 and Parcel 2. The hatched areas depicted on Exhibit "A" labeled "DESCRIPTION 1" and "DESCRIPTION 2" are collectively referred to in this Agreement as the "Easement Areas".

1. Granting of Easements

1.1 Cross Access Easement. Owner #1 and Owner #2 hereby grant and convey to each other perpetual, non-exclusive, mutual cross access easements for purposes of vehicular and pedestrian ingress, egress and parking on, over, upon, and across the areas defined in the Easement Areas.

1.2 Cross Parking Easement. The Owner #1 and Owner #2 also hereby grant and convey each other perpetual, non-exclusive, mutual cross parking easements for use of all parking spaces within the areas defined in the Easement Areas.

2. Maintenance

Owner #1 hereby agrees, at its sole cost and expense, to maintain and keep the portion of the Easement Area located on Parcel 1 in a commercially reasonable condition and state of repair. Owner #2 hereby agrees, at its sole cost and expense, to maintain and keep the portion of the Easement Area located on Parcel 2 in a commercially reasonable condition and state of repair.

3. Mutual Indemnities

Owner #1 hereby agrees to indemnify, defend, and hold harmless Owner #2 for, from, and against any and all claims suffered or incurred in connection with any alleged bodily injury or property damage arising out of the use or enjoyment of the Easements Areas by Owner #1 and its employees, agents, customers, guests and invitees, unless caused by negligence or willful misconduct of Owner #2. Owner #2 hereby agrees to indemnify, defend, and hold harmless Owner #1 for, from, and against any and all claims suffered or incurred in connection with any alleged bodily injury or property damage arising out of the use or enjoyment of the Easements Areas by Owner #2 and its employees, agents, customers, guests and invitees, unless caused by negligence or willful misconduct of Owner #1.

4. Run with the Land

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 shall be deemed to become parties hereunder.

5. Modification

The terms and conditions of this Agreement may be abrogated, modified, rescinded or amended in whole or in part only by written instrument executed by

all the then owners of Parcel 1 and Parcel 2, and recorded with the County Recorder of Utah County, Utah.

6. Miscellaneous

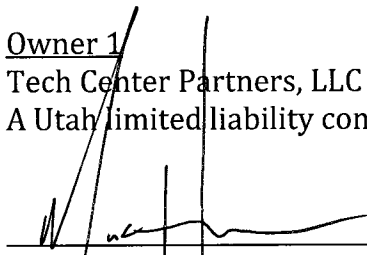
This Agreement shall be effective as of the date first above written and shall continue in perpetuity until such time as all of the parties who own an interest in Parcel 1 and Parcel 2 agree in a written and recorded instrument to terminate this Agreement; however, if applicable law prohibits the effectiveness of this Agreement in perpetuity, then this Agreement shall continue in full force and effect until the date that is one day prior to the latest permitted date of effectiveness under applicable law. The easements and rights created herein may not be transferred or assigned except as an appurtenance to one of the Parcels. The easements and rights created herein may not be expanded beyond the scope described herein. Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Parcel 1 or Parcel 2 to the general public, or for any public use or purpose whatsoever, except for the limited purposes set forth in Section 1 above. This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Utah (without regard to any choice or conflict of laws rules). If any provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. Paragraph/Section headings used herein are used solely for convenience and reference purposes. It is expressly agreed that no breach or default of this Agreement shall entitle any Party to cancel, rescind, or otherwise terminate this Agreement; however, such limitation shall not affect in any manner any other rights or remedies which a party may have hereunder by reason of any such breach. The Recitals above and all Exhibits attached hereto are hereby incorporated herein by this reference.

IN WITNESS WHEREOF, this Agreement has been made as of the effective date.

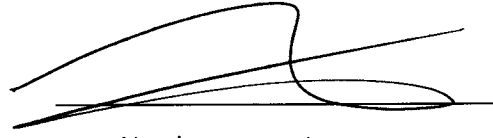
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Signature Page

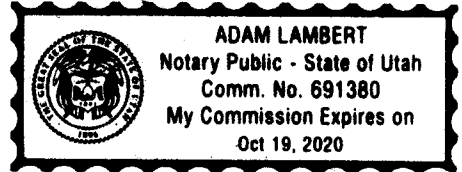
Owner 1
Tech Center Partners, LLC
A Utah limited liability company


by: Mark Hampton
Manager

Owner 2
Vineyard Flagship 87, LLC
a Utah limited liability company


by: Nathan Hutchinson
manager

Acknowledgment

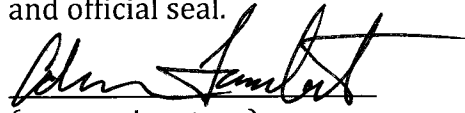


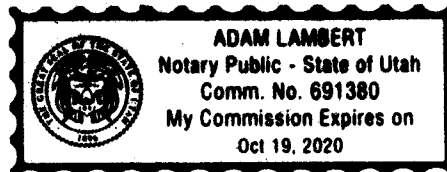
State of Utah)

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County of SALT LAKE

On this 25 day of JANUARY, in the year 2018, before me, ADAM LAMBERT a notary date month year notary public name public, personally appeared MARK HAMPTON, proved on the basis of satisfactory name of document signer evidence to be the person(s) whose name(s) (is/are) subscribed to this instrument, and acknowledged (he/she/they) executed the same. Witness my hand and official seal.


(notary signature)



State of Utah)

§

County of Salt Lake

On this 29th day of January, in the year 2018, before me, Adam Lambert a notary date month year notary public name public, personally appeared Nathan Hutchinson, proved on the basis of satisfactory name of document signer evidence to be the person(s) whose name(s) (is/are) subscribed to this instrument, and acknowledged (he/she/they) executed the same. Witness my hand and official seal

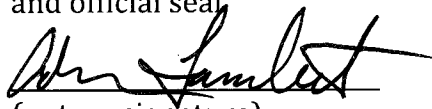

(notary signature)

Exhibit "A"

DESCRIPTION 1

Commencing at a point which is North 00°23'09" East 176.51 feet along the section line and East 13.68 feet from the West Quarter Corner of Section 15, Township 5 South, Range 1 East, Salt Lake Base and Meridian; thence South 85°48'27" East 198.33 feet along Discovery Offices Phase "1"; thence South 87°04'44" East 76.69 feet along said Phase "1" and its extension thereof; thence South 85°40'44" East 7.36 feet; thence South 6°45'19" West 465.05 feet; thence along the arc of a 3145.80 foot radius curve to the right 265.35 feet through a central angle of 4°49'58" (chord bears North 46°49'01" West 265.27 feet); thence North 43°34'49" East 17.66 feet; thence North 46°25'11" West 68.00 feet; thence South 50°24'34" West 14.53 feet; thence continuing along the arc of a 3145.80 foot radius curve to the right 10.12 feet through a central angle of 0°11'04" (chord bears North 43°02'13" West 10.12 feet); thence North 5°11'44" East 87.99 feet; thence North 05°03'39" East 154.41 feet along Discovery Offices Phase "1" to the point of beginning.

Area = 2.249 Acres

DESCRIPTION 2

COM N 176.5 FT & E 14.87 FT FR W 1/4 COR. SEC. 15, T5S, R1E, SLB&M.; S 5 DEG 3' 39" W 154.41 FT; S 5 DEG 11' 45" W 88.02 FT; N 40 DEG 29' 15" W 150.83 FT; N 39 DEG 41' 37" W 217.5 FT; N 16 DEG 51' 47" W 37.51 FT; N 5 DEG 19' 9" E 256.7 FT; S 86 DEG 3' 33" E 271.97 FT; N 4 DEG 39' 56" E .44 FT; S 86 DEG 12' 15" E 240.01 FT; S 4 DEG 19' 5" W 54.14 FT; ALONG A CURVE TO L (CHORD BEARS: N 40 DEG 52' 13" W 21.28 FT, RADIUS = 15 FT); N 86 DEG 3' 33" W 183.89 FT; S 4 DEG 19' 5" W 223.65 FT; S 85 DEG 40' 25" E 141.98 FT; N 82 DEG 0' 32" E 32.75 FT; S 85 DEG 40' 55" E 25 FT; S 4 DEG 19' 5" W 58.59 FT; N 87 DEG 4' 44" W 43.87 FT; N 85 DEG 48' 27" W 198.33 FT TO BEG.

AREA 3.354 AC.