

When Recorded, Mail To:
Ray Quinney & Nebeker
c/o Doug Matsumori
36 South State Street, Suite 1400
Salt Lake City, Utah 84111

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09/11/2014 03:21 PM \$26.00
Book - 10259 Pg - 5852-5859
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
LANDMARK TITLE
BY: TRF, DEPUTY - WI 8 P.

Mail Tax Notices To:
Research Park Associates, Inc.
c/o Randy J. Green
423 Wakara Way, Suite #212
Salt Lake City, Utah 84108

APN. No. 27-13-326-018
and Tax District No. 39H

ASSIGNMENT AND ASSUMPTION AGREEMENT

(Jordan Gateway III – Assignment of Closing Documents)

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT ("Agreement") is made as of the 10th day of September, 2014 ("Assignment Date"), by and between GREENHORNET SPACE AGENCY, LLC, a Utah limited liability company ("GreenHornet"), RESEARCH PARK ASSOCIATES, INC., a Utah corporation ("Research Park Associates") (GreenHornet and Research Park Associates are referred to herein collectively as the "Assignors") and GREENHORNET SPACE AGENCY II, LLC ("Assignee"), collectively the "Parties," and individually, a "Party".

RECITALS

A. GreenHornet is party to that certain Agreement for Purchase and Sale of Real Estate and Related Property dated June 24, 2014 with effective date of June 26, 2014, as amended (the "Purchase Agreement"), covering certain improved real property and related property located at 10619 South Jordan Gateway, South Jordan, Utah 84095, by and between Assignor and the undersigned Seller ("Seller").

B. As contemplated and permitted under the Purchase Agreement, GreenHornet assigned seventeen percent (17%) of its obligations, right, title and interest as set forth in the Purchase Agreement to Research Park Associates via that certain Assignment and Assumption Agreement dated September 9, 2014.

C. Assignors are parties to various closing documents all dated September 10, 2014, by and between Assignors and Seller, including the Assignment and Assumption of Leases, Service Contracts, Existing Approvals and Intangible Property and Indemnification and Hold Harmless Agreement; the Warranty Bill of Sale and other Seller documents (the "Closing Documents").

D. As contemplated under the Closing Documents, Assignors desire to assign all of their obligations, right, title and interest as set forth in the Closing Documents, including all other

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Seller documents, to Assignee and Assignee desires to accept such assignment and agrees to perform its portion of the obligations of Assignor under the Closing Documents upon the terms and conditions hereinafter set forth.

E. By executing this Agreement, Seller desires to consent to and acknowledge this Agreement.

AGREEMENT

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants contained herein, and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. Assignment. Effective as of the Assignment Date and subject to the terms and conditions of this Agreement, Assignors hereby assign, convey and transfer to Assignee all of the Assignors' right, title, interest, obligations and duties in, under and to the Closing Documents and all other Seller documents (the "Assignment").

2. Acceptance and Assumption. Subject to the terms and conditions of this Agreement, Assignee hereby accepts the Assignment and assumes and agrees to observe and perform Assignee's portion of the duties, obligations, terms, provisions and covenants, and to pay and discharge Assignee's portion of the liabilities of Assignor to be observed, performed, paid or discharged in connection with the Closing Documents from and after the Assignment Date. Assignee hereby releases Assignor from any liability with respect to, and indemnifies and agrees to defend and hold Assignor harmless from and against any and all loss, cost, damage, liability or claim arising out of or relating to, the Assignee's assumption of, or performance under the Closing Documents from and after the Assignment Date. Assignor hereby releases Assignee from any liability with respect to, and indemnifies and agrees to defend and hold Assignee harmless from and against any and all loss, cost, damage, liability or claim arising out of or relating to the portion of Closing Documents assigned hereunder prior to the Assignment Date. The foregoing indemnity obligations of the parties shall survive the completion of the Assignment contemplated hereby.

3. Consent. By executing this Agreement, Seller hereby consents to and acknowledges the Assignment. Seller and Assignors hereby represent to Assignee that the Closing Documents are presently in full force and effect and that no known events of default have occurred under the Closing Documents as of the Assignment Date.

4. Representations of Assignor. Except as may be set forth in this Agreement, Assignors represent and warrant that (a) they possesses all rights and authority necessary to assign the Closing Documents to Assignee, and (b) except as set forth herein, there has been no assignment or other transfer of any part or all of any interest of any or all of Assignors' interests in the Closing Documents.

5. Further Actions. Each of the parties hereto covenants and agrees, at its own expense, to execute and deliver, at the request of the other party hereto, such further instruments of transfer and assignment and to take such other action as such other party may reasonably

request to more effectively consummate the assignments and assumptions contemplated by this Agreement.

6. Miscellaneous.

(a) Successors and Assigns. This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

(b) Severability. If any part of any provision of this Agreement is invalid or unenforceable under applicable law, the provision shall be ineffective only to the extent of such invalidity or unenforceability without in any way affecting the remaining parts of the provision or this Agreement.

(c) Amendment. No supplement, modification, waiver, or termination of this Agreement or any provisions hereof shall be binding unless executed in writing by all parties hereto. No waiver of any of the provisions of this Agreement shall constitute a waiver of any other provisions (whether or not similar) nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

(d) Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. Transmittal and receipt of facsimile or e-mail signatures on the signature page to this Agreement shall be binding on the parties hereto. In the event this Agreement is signed via facsimile or e-mail, each party agrees to promptly deliver to the other party the originally signed document via regular mail or overnight delivery.

(e) Governing Law. This Agreement shall be governed by and construed under the laws of the State of Utah, without respect to the provisions concerning the conflict of laws.

(f) Attorneys' Fees. In the event of any suit, action, or proceeding brought by any party for a breach of any term hereof, or to enforce any provision hereof, the prevailing party shall be entitled to reasonable attorneys' fees in addition to court costs and other expenses of litigation in said action or proceeding. For purposes of this Agreement, "prevailing party" includes, without limitation, a party who agrees to dismiss an action or proceeding upon the other's payment of the sums allegedly due or performance of the covenants allegedly breached, or who obtains the relief sought.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, each of Assignor and Assignee has caused this Agreement to be executed in its name and on its behalf by its duly authorized representative as of the date first set forth above.

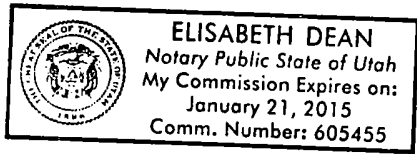
ASSIGNORS:

GREENHORNET SPACE AGENCY, LLC,
a Utah limited liability company

By: 
Randy J. Green, Manager

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

The foregoing instrument was acknowledged before me this 10th day of September, 2014, by Randy J. Green, in his capacity as Manager of GreenHornet Space Agency, LLC, a Utah limited liability company.



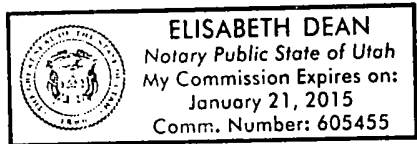

Notary Public


RESEARCH PARK ASSOCIATES, INC.,
a Utah corporation

By: 
Randy J. Green, President

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

The foregoing instrument was acknowledged before me this 10th day of September, 2014, by Randy J. Green, in his capacity as President of Research Park Associates, Inc., a Utah corporation.




Notary Public

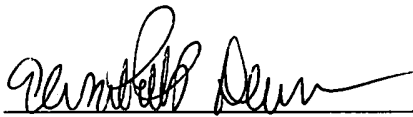
ASSIGNEE:

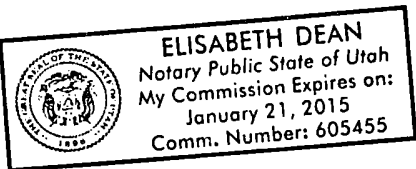
GREENHORNET SPACE AGENCY II, LLC,
a Utah limited liability company

By: 
Randy J. Green, Manager

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

The foregoing instrument was acknowledged before me this ^{11th} 10th day of September, 2014,
by Randy J. Green, in his capacity as Manager of GreenHornet Space Agency II, LLC, a Utah
limited liability company.


Notary Public



Acknowledged and consented to:

JORDAN GATEWAY III ASSOCIATES, LLC, a Utah limited liability company,

By: CIRQUE PROPERTY L.C., a Utah limited liability company,

By: CIRQUE PROPERTIES, INC., a Wyoming corporation, the managing member,

By: J. Randall Call
Name: J. Randall Call
Title: Vice President

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

The foregoing instrument was acknowledged before me this 10th day of September, 2014, by J. Randall Call, in his capacity as Vice President of Cirque Properties, Inc., a Wyoming corporation.

Chris Taylor
Notary Public

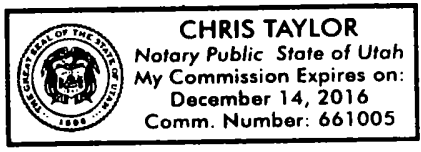


EXHIBIT A

(Legal description)

PARCEL 1:

Beginning at a point South 89°41'55" West along the section line 374.035 feet to a point on the Westerly line of the Denver and Rio Grande Western Railroad right-of-way and North 05°18'15" East along said Westerly right-of-way 1892.354 feet from the South Quarter corner of Section 13, Township 3 South, Range 1 West, Salt Lake Base and Meridian, and running thence North 84°23'22" West 36.56 feet; thence South 06°56'50" West 9.0 feet; thence North 84°26'12" West 67.10 feet; thence South 05°33'48" West 45.01 feet; thence North 85°59'02" West 171.96 feet; thence North 12°40'43" East 14.62 feet; thence North 77°13'42" West 42.04 feet to a point on the Easterly right-of-way line of a South Jordan City Roadway; thence Northerly along said East line the following (3) courses: North 12°46'31" East 68.93 feet to a point of curvature; thence Northerly along the arc of a 1037.25 foot radius curve to the left through a central angle of 13°29'40" a distance of 244.29 feet; thence North 00°43'21" West 395.14 feet to a point on a 6634.68 foot radius curve to the left; thence Easterly along said curve (center bears North 03°00'56" West) through a central angle of 00°27'31" a distance of 53.10 feet to a point of tangency; thence North 86°31'33" East 26.53 feet to a point of curvature; thence Easterly along the arc of a 6488.68 foot radius curve to the right through a central angle of 02°22'29" a distance of 268.95 feet; thence South 05°18'15" West 715.07 feet to the point of beginning.

Less and excepting:

A portion of land in fee for the "Frontrunner South Commuter Rail", a Utah Transit Authority Project, being part of the Grantor's property defined in that certain Special Warranty Deed recorded May 31, 2007 as Entry No. 10117751, situate in the South West quarter of Section 13, Township 3 South, Range 1 West, Salt Lake Base and Meridian, and described as follows:

Commencing at a point on the West line of the Union Pacific Railroad right of way and the Northeast corner of the Grantor's property, and the South line of 10600 South Street, said point being South 89°41'07" West 116.86 feet along the section line and North 00°18'53" West 2594.97 feet from the South quarter corner of said Section 13, thence South 05°19'29" West 715.34 feet along said railroad right of way to the Southeast corner of the Grantor's property; thence North 84°24'10" West 11.51 feet along the South line of the Grantor's property; thence North 05°18'20" East 35.68 feet; thence North 84°41'40" West 8.10 feet; thence North 04°11'50" East 25.88 feet; thence South 84°41'40" East 9.02 feet; thence North 05°24'23" East 652.57 feet to said North line of the Grantor's property and said South line of 10600 South Street; thence Northeasterly 10.24 feet along the arc of a 6488.68 foot radius curve to the right, chord bears North 88°51'45" East 10.23 feet, through a central angle of 00°05'25" along said North line of the Grantor's property and said South line of 10600 South Street to the point of beginning.

PARCEL 2:

Together with a non-exclusive easement for ingress and egress established in that certain Easement Agreement recorded January 29, 2001 as Entry No. 7808161 in Book 8418 at Page 9348 of the Official Records, and as modified by a Corrective Easement Agreement recorded February 13, 2001 as Entry No. 7820159 in Book 8424 at Page 892 of the Official Records, and as modified by a Second Corrective Easement Agreement recorded March 29, 2001 as Entry No. 7856800 in Book 8439 at Page 7981 the Official Records, and as modified by a Third Corrective Easement Agreement recorded April 3, 2001 as Entry No. 7861260 in Book 8442 at Page 703 of the Official Records, as amended, and described as:

Beginning at a point South 89°41'55" West along the Section line 374.03 feet and North 05°18'15" East 1734.79 feet from the South Quarter corner of Section 13, Township 3 South, Range 1 West, Salt Lake Base and Meridian, and running thence South 88°37'55" West 339.05 feet; thence North 12°46'18" East 160.91 feet; thence South 77°13'42" East 42.04 feet; thence South 12°40'43" West 14.62 feet; thence South 85°59'02" East 171.96 feet; thence North 05°33'48" East 45.01 feet; thence South 84°26'12" East 67.10 feet; thence North 06°56'50" East 9.00 feet; thence South 84°23'22" East 36.56 feet to a point on the Westerly line of the Denver and Rio Grande Western Railroad right-of-way; thence South 05°18'15" West along said West line 157.56 feet to the point of beginning.

For reference purposes only, Tax Parcel Number 27-13-326-018

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