

THIS INSTRUMENT FILED FOR RECORD BY  
FIRST AMERICAN TITLE AS AN ACCOMMODATION  
ONLY IT HAS NOT BEEN EXAMINED AS TO ITS EXECUTION  
OR TO ITS EFFECT UPON THE TITLE  
NCS-679191-5A1

When recorded, return to:

Bennett Tueller Johnson & Deere  
3165 East Millrock Drive, Suite 500  
Salt Lake City, Utah 84121-5027  
Attn: Paul M. Johnson, Esq.

12206663  
1/15/2016 2:36:00 PM \$20.00  
Book - 10396 Pg - 564-569  
Gary W. Ott  
Recorder, Salt Lake County, UT  
DOCUMENT PROCESSING SOLUTIONS  
BY: eCASH, DEPUTY - EF 6 P.

## FIRST AMENDMENT TO PARKING LICENSE AGREEMENT

**THIS FIRST AMENDMENT TO PARKING LICENSE AGREEMENT** (this “**First Amendment**”) is made as of the 14 day of January, 2016, by and between EOS AT MILLROCK PARK, LLC, a Delaware limited liability company (“**Owner**”), and MILLROCK DEVELOPMENT, LLC, a Utah limited liability company (“**Licensee**”). In consideration of the mutual promises and covenants contained herein, the parties hereto agree as follows:

### RECITALS

A. Owner and Licensee are parties to that certain Parking License Agreement dated as of October 30, 2014 and recorded October 30, 2014 under Book 10271, Page 3825, Salt Lake County Recorder’s Office (the “**License Agreement**”). All initially-capitalized terms not otherwise defined herein shall have the meanings set forth in the License Agreement unless the context clearly indicates otherwise.

B. Owner and Licensee have agreed to modify the terms of the License Agreement as set forth in this First Amendment.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intended to be legally bound, Owner and Licensee agree as follows:

1. **Recitals**. The Recitals set forth above are hereby incorporated herein by reference as if the same were fully set forth herein.

2. **Increase in Parking Spaces**. Notwithstanding anything to the contrary in the License Agreement (including, without limitation, Recital B thereof), the number of parking spaces situated in the Licensed Area on the third floor shall be increased from fifty (50) parking spaces to fifty-eight (58) parking spaces.

3. **Increase in License**. Notwithstanding anything to the contrary in the License Agreement (including, without limitation, Section 3 thereof), the License Fee shall be increased from One Thousand Dollars (\$1,000.00) per month to One Thousand One Hundred Sixty Dollars (\$1,160.00), subject to increase every five (5) years from the Commencement Date, as more particularly set forth in Section 3 of the License Agreement.

4. **Hotel Parcel Parking Spaces**. The last sentence in Section 15 of the License Agreement shall be, and hereby is, deleted in its entirety and the following sentence shall be substituted in its place:

“If the Hotel Parcel is developed by Licensee for use as a hotel, then Licensee hereby agrees to include a minimum of forty-six (46) parking spaces on the Hotel Parcel.”

**5. Change of Address.** The address of the Owner for purposes of receiving notices under Section 13 of the License Agreement shall hereby be changed to the following:

To Owner:                   c/o KBS Realty Advisors, LLC  
800 Newport Center Drive, Suite 700  
Newport Beach, California 92660  
Attention:       Tim Helgeson  
Telephone:     (949) 797-0356  
Facsimile:     (949) 417-6501

With copies to:           James Chiboucas, Esq.  
800 Newport Center Drive, Suite 700  
Newport Beach, California 92660  
Telephone:     (949) 417-6555  
Facsimile:     (949) 417-6501

And                           Greenberg Traurig LLP  
3161 Michelson Drive, Suite 1000  
Irvine, California 92612  
Attention:     L. Bruce Fischer, Esq.  
Telephone:     (949) 732-6670  
Facsimile:     (949) 732-6501

**6. Effectiveness of Agreement.** Except as modified by this First Amendment, all the terms of the License Agreement shall remain unchanged and in full force and effect.

**7. Counterparts.** This First Amendment may be executed in counterparts, and all counterparts together shall be construed as one document.

**8. Telecopied/Emailed Signatures.** A counterpart of this First Amendment that is signed by one party to this First Amendment and telecopied/emailed to the other party to this First Amendment or its counsel (i) shall have the same effect as an original signed counterpart of this First Amendment, and (ii) shall be conclusive proof, admissible in judicial proceedings, of such party's execution of this First Amendment.

**9. Successors and Assigns.** All of the terms and conditions of this First Amendment shall apply to benefit and bind the successors and assigns of the respective parties.

IN WITNESS WHEREOF, Owner and Licensee have entered into this First Amendment to Parking License Agreement as of the date first above stated.

[SIGNATURES ON NEXT PAGE]

**“OWNER”**

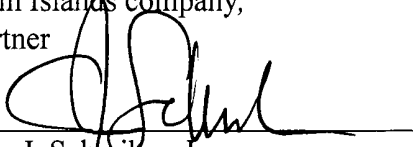
EOS AT MILLROCK PARK, LLC,  
a Delaware limited liability company

By: EOS PROPERTIES, LLC,  
a Delaware limited liability company,  
its sole member and manager

By: EOS INVESTMENT FUND, L.P.,  
a Delaware limited partnership,  
its sole member

By: POLIS REALTY ADVISORS, LTD.,  
a British Virgin Islands company,  
its general partner

By:

  
\_\_\_\_\_  
Charles J. Schreiber, Jr.,  
Chief Executive Officer

**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.

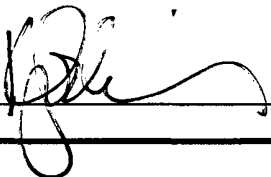
State of California  
County of Orange

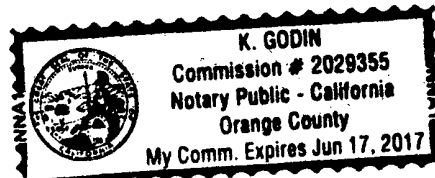
On December 16, 2015 before me, K. Godin, Notary Public  
(insert name and title of the officer)

personally appeared Charles J. Schreiber, Jr.  
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.

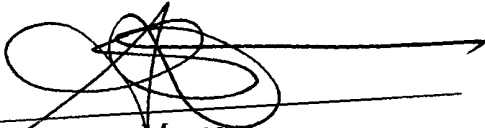
Signature 



(Seal)

**“LICENSEE”**

MILLROCK DEVELOPMENT, LLC  
a Utah limited liability company

By:   
Steven Peterson, Manager

STATE OF UTAH                    )  
  )ss  
COUNTY OF SALT LAKE    )

On 13, 2015, before me, a Notary Public in the State of Utah, personally appeared Steven Peterson, a Manager of Millrock Development, LLC, a Utah limited liability company, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

*Loni Britt Smith*  
\_\_\_\_\_  
Notary Public

