

Recording Requested by and
When Recorded Return to:
Metcalfe Wolff Stuart & Williams LLP
221 W. 6th Street, Suite 1300
Austin, Texas 78701
Attention: Ari Kuchinsky

Tax Parcel No.: 15-01-429-013-0000

PARKING AND TRASH LICENSE AGREEMENT

THIS **PARKING AND TRASH LICENSE AGREEMENT** (this “**Agreement**”) is entered into effective as of June 2, 2023 (the “**Effective Date**”), by and between **SLC 117 W 400 S, LLC**, a Delaware limited liability company, having an address of 500 West 5th Street, Suite 700, Austin, Texas 78701 (“**Licensor**”), and **400 SOUTH, LLC**, a Utah limited liability company, having an address of 2859 E. Palma Way, Salt Lake City, Utah 84121 (“**Licensee**”).

Recitals

WHEREAS, Licensor owns that certain real property located in Salt Lake City, Utah, and more particularly described on **Exhibit A-1** attached hereto (“**Licensor’s Property**”), and Licensee owns that certain real property contiguous to Licensor’s Property and more particularly described on **Exhibit A-2** attached hereto (“**Licensee’s Property**”).

WHEREAS, Licensor desires to grant to Licensee, and Licensee desires to obtain from Licensor, upon the terms and conditions hereinafter set forth, the following licenses to use (and permit the other Licensee Parties (as defined below) to use) the License Areas (as defined below) for the purpose of providing parking and trash storage to Licensee’s Property (collectively, the “**License Purposes**”).

Agreement

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and agreed to by the parties, Licensee and Licensor agree as follows:

1. Perpetual Parking and Trash Licenses.

a. Grant of Perpetual Parking Licenses. On and subject to the terms of this Agreement, Licensor grants to Licensee, together with Licensee’s tenants, contractors, customers,

guests, invitees, agents, and employees (each, a "**Licensee Party**", and collectively, the "**Licensee Parties**"), twenty (20) parking licenses (subject to the remaining terms of this Agreement) for office use parking only on Licensor's Property as more particularly depicted on **Exhibit B-1** attached hereto, subject to Licensor's right to relocate such twenty (20) parking licenses pursuant to **Section 1.d** below (collectively, the "**Perpetual Parking License Area**") on weekdays between the hours of 6:00 AM and 8:00 PM Salt Lake City time (each, a "**Perpetual Parking License**", and, collectively, the "**Perpetual Parking Licenses**"); provided, however, that during the "Pre-Redevelopment Period" (defined below) only, the Perpetual Parking Licenses may be used for Licensee's exclusive use at all times and without any limitation on days or on hours.

b. **Grant of Trash Area License.** On and subject to the terms of this Agreement, Licensor grants to the Licensee Parties a license (subject to the remaining terms of this Agreement) to use an area in the vicinity of the Perpetual Parking License Area that is approximately three hundred (300) square feet as more particularly depicted on **Exhibit B-2** attached hereto, subject to Licensor's right to relocate such space (at Licensor's cost) pursuant to **Section 1.d** below (collectively, the "**Trash License Area**", and together with the Perpetual Parking License Area, collectively, the "**License Areas**") for the purpose of collecting trash for pickup (the "**Trash License**", and together with the Perpetual Parking Licenses, collectively, the "**Licenses**"). For the avoidance of any doubt, the Trash License Area may be included in the easement area more particularly depicted in that certain Easement for Building Maintenance and Fire Access, dated as of the date hereof and recorded concurrently with this Agreement, by and between Licensor and Licensee. Licensee shall be responsible, at Licensee's cost, for (i) contracting for and payment of trash services, (ii) ensuring only Licensee Parties have access to and use of the Trash License Area, and (iii) maintaining the Trash License Area in a clean and sanitary manner at all times. If Licensee fails to perform any of its obligations in clauses (i)-(iv) above, Licensor may perform such obligations on behalf of Licensee at Licensee's sole cost and expense, and Licensee shall reimburse Licensor therefor within ten (10) days after Licensor's demand. If Licensee does not reimburse Licensor within such ten (10) day period, the outstanding amount shall bear interest at the default rate of ten percent (10%) per annum.

c. **Term and Termination.** The Licenses are irrevocable and will continue for the benefit of Licensee until termination by Licensee or until otherwise terminated pursuant to the terms of this Agreement. Licensee shall have the right to terminate this Agreement by: (i) giving thirty (30) days' prior written notice to Licensor, and (ii) recording a notice of termination of this Agreement in the Official Public Records of Salt Lake County, Utah. Notwithstanding the foregoing, the Trash License shall continue in full force and effect for so long as the building currently located on Licensee's Property as of the date of this Agreement (the "**Current Building**") remains standing. If the Current Building is demolished, the Trash License shall automatically terminate and be of no further force or effect; provided, however, if the Current Building is damaged by a casualty or condemnation and Licensee chooses to rebuild such that the new building has substantially the same footprint as the Current Building, the Trash License shall not be terminated.

d. **Relocation Right.** Except as set forth in this **Section 1(d)**, Licensor may, by giving written notice thereof to Licensee (a "**Notice of Relocation**"), amend and relocate all or a portion of the Perpetual Parking License Area and/or the Trash License Area to any other property in which Licensor has a legal right, whether by ownership in fee simple or other agreement (the "**Relocation Property**"), so long as (i) such Notice of Relocation contains a legal description of

such amended and relocated License Area, (ii) if the Perpetual Parking License Area is relocated, such Relocation Property is (A) on the same city block as Licensee's Property (which city block is between University Boulevard/400 S to the north, S W Temple Street to the east, 500 S to the south, and 200 W to the west) and/or (B) within a four hundred (400) foot radius of Licensee's Property, and such Relocation Property has a pedestrian path of travel between such Relocation Property and Licensee's Property, (iii) if the Trash License Area is relocated, such Relocation Property is within a fifty (50) foot radius of Licensee's Property and contains vehicular access sufficient for collection of the trash stored in the Trash License Area, and, (iv) if Licensor does not own the Relocation Property in fee simple, Licensor shall provide documentation to Licensee of Licensor's legal right to grant the applicable License or Licenses to Licensee over the Relocation Property. Upon delivery of any such Notice of Relocation satisfying the requirements set forth in clauses (i) – (iv) above, the applicable License Area or License Areas shall be deemed to be amended and relocated to the Relocation Property described in the Notice of Relocation without the need for any other or further amendment or modification required to this Agreement. The purpose of this relocation right is to permit Licensor to construct buildings and/or other improvements on Licensor's Property after the Effective Date and the Licenses granted hereunder are not intended to impair future development on Licensor's Property. For the avoidance of any doubt, Licensor may strictly enforce the hours of the Perpetual Parking Licenses to accommodate a mixed-use parking arrangement; provided that Licensor shall not take any enforcement action under this Agreement or otherwise with respect to a Licensee Party's vehicle parked in the Perpetual Parking License Area within a one (1) hour grace period prior to and following the hours of the Perpetual Parking Licenses, as provided in Section 1.a above. Licensor's right to relocate the Perpetual Parking License Area and/or the Trash License Area is continuing and may be exercised by Licensor on not less than thirty (30) days' prior written notice to Licensee.

Notwithstanding the foregoing, Licensor agrees that the initial Perpetual Parking License Area shall be located adjacent and immediately to the south of the Current Building (the "**Existing Parking Area**"), and Licensor agrees that it shall not exercise any rights to relocate such Perpetual Parking License Area until the date on which Licensor commences active, physical construction to redevelop such Existing Parking Area (the "**Redevelopment Commencement Date**"). Licensor agrees to deliver the Notice of Relocation to Licensee at least thirty (30) days prior to the Redevelopment Commencement Date. The period of time beginning on the Effective Date and continuing until the Redevelopment Commencement Date is referred to as the "**Pre-Redevelopment Period**"). Licensor will not grant any parking rights to any other person or entity over the Existing Parking Area during the Pre-Redevelopment Period.

e. Signs. Licensee may, at its sole cost and expense, add signage to the Perpetual Parking License Area to put third parties on notice that the Perpetual Parking Licenses in the Perpetual Parking License Area are for Licensee's exclusive use during weekdays between the hours of 6:00 AM and 8:00 PM Salt Lake City time; provided, however, during the Pre-Redevelopment Period only, any such signs erected by Licensee (with the approval of Licensor as required by this Section) may state that the Perpetual Parking Licenses in the Existing Parking Area are for Licensee's exclusive use at all times. In no event shall Licensor have any obligation to enforce Licensee's exclusive use of the Perpetual Parking Licenses in the Perpetual Parking License Area. Any signage in or relating to the Perpetual Parking License Area is subject to Licensor's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed. Any signage added by Licensee must comply with all applicable governmental and

quasi-governmental laws, ordinances, codes, regulations and statutes (including all zoning requirements) applicable to the Perpetual Parking License Area. If Licensor relocates the Perpetual Parking License Area in accordance with Section 1.d above, Licensor shall be responsible for the cost of relocating any corresponding signage previously provided by Licensee; provided, however, if Licensee has erected signs during the Pre-Redevelopment Period stating that the Perpetual Parking Licenses in the Existing Parking Area are for Licensee's exclusive use at all times, Licensee shall be responsible for the cost of having such signs updated to reflect that the Perpetual Parking Licenses in the Perpetual Parking License Area (as relocated in accordance with Section 1.d) are for Licensee's exclusive use during weekdays between the hours of 6:00 AM and 8:00 PM Salt Lake City time.

2. Monthly Payment. On or before the first business day of each month, Licensee shall pay to Licensor a monthly fee for the Perpetual Parking Licenses in an amount equal to the fair market value of parking licenses located in a Salt Lake City neighborhood similar in character to that in which Licensor's Property is located (the "**Fair Market Value**"); provided, however, Fair Market Value of the Perpetual Parking Licenses shall never be less than (i) Seventy-Five Dollars (\$75) per Perpetual Parking License per month after the Pre-Redevelopment Period, and (ii) One Hundred Ten Dollars (\$110) per Perpetual Parking License per month during the Pre-Redevelopment Period. Additionally, if the applicable monthly fee for the Perpetual Parking Licenses is subject to any sales tax, Licensee shall be responsible for paying the additional amount of the applicable sales tax. Notwithstanding the foregoing, the first monthly payment for the Perpetual Parking Licenses shall be due as of the Effective Date, provided that, if the Effective Date is not the first business day of the month, the payment amount due as of the Effective Date shall be prorated for the number of days remaining in the month in which the Effective Date occurs. As of the Effective Date, Licensor and Licensee agree the Fair Market Value of the Perpetual Parking Licenses is (a) Seventy-Five Dollars (\$75) per Perpetual Parking License per month after the Pre-Redevelopment Period, and (b) One Hundred Ten Dollars (\$110) per Perpetual Parking License per month during the Pre-Redevelopment Period. After the Effective Date, the procedure to determine the Fair Market Value of the Perpetual Parking Licenses after or during the Pre-Redevelopment Period shall be as follows: as of December 1 of each year, Licensor shall present to Licensee what it believes to be the Fair Market Value of the Parking Licenses for the following calendar year. Licensee shall then have ten (10) days to respond to Licensor's assessment. If Licensee disagrees with Licensor's assessment of the Fair Market Value, Licensee may provide Licensor its counter-assessment of the Fair Market Value within such ten (10) day period. If the parties cannot, after a good faith effort, come to an agreement on the Fair Market Value within seven (7) days after Licensee delivers its counter-assessment to Licensor, the parties shall mutually appoint a certified MAI real estate appraiser who shall have been active full time over the previous five (5) years in the appraisal of comparable properties located in the area in which the License Areas are located to act as the arbitrator. The decision of such appraiser shall be binding upon the parties and agreed to in writing by both parties.

3. "As-Is", "Where-Is". The License Areas are provided in an "as-is", "where-is", and "with all faults" condition, without any representation or warranty whatsoever. The Licenses are conveyed subject to (i) all matters recorded in the Official Public Records of Salt Lake County, Utah, as of the Effective Date, and (ii) all rights of third parties to use the License Areas or any portion thereof in common with other parties, if any, under zoning ordinances, development agreements, or other agreements with governmental authorities in effect on the Effective Date,

whether recorded or unrecorded.

4. **No Other Licensees.** Except as otherwise expressly provided herein, Licensor shall not hereafter, without the prior written consent of Licensee, grant any other license or right to occupy the License Areas to any party other than Licensee.

5. **Rules and Regulations.** Licensee agrees to comply with all rules and regulations reasonably promulgated now or in the future by Licensor with respect to the use of the License Areas. A copy of the existing rules and regulations are attached hereto as **Exhibit C.** Licensor shall be entitled to utilize whatever access and security control devices Licensor deems necessary or appropriate (including, but not limited to the issuance of parking stickers or access cards) in accordance with the terms of **Exhibit C.**

6. **No Alterations or Improvements.** Licensee agrees not to make or permit to be made any alterations, additions, or improvements to the License Areas or any part thereof that are outside the scope of the License Purposes. Licensee is only permitted (and no consent of Licensor is required) to use the License Areas for the License Purposes. Upon termination of the Perpetual Parking Licenses, the Trash License or any portion of either License, Licensee shall surrender (and shall cause all other Licensee Parties to surrender) the applicable License Area or portion thereof in good and safe condition, reasonable wear and tear excepted.

7. **Indemnity.** Licensee hereby releases and agrees to indemnify, defend, protect, and hold harmless Licensor and its affiliates, officers, partners, principals, members, directors, officers, shareholders, representatives, employees, and agents (each a "**Licensor Party**" and collectively, the "**Licensor Parties**") from and against any and all losses, damages, claims, liabilities, actions, proceedings, disputes, costs, and expenses (including reasonable attorneys' fees) (collectively, "**Claims**") arising out of the use or occupancy of the License Areas by Licensee or any other Licensee Parties, **INCLUDING ANY AND ALL SUCH CLAIMS ARISING OUT OF ANY LICENSOR PARTY'S OWN NEGLIGENCE OR STRICT LIABILITY**, excluding, however, any such Claims to the extent arising out of the gross negligence or willful misconduct of such Licensor Party. Licensee shall reimburse Licensor for any damage to the License Areas or any areas adjacent to the License Areas caused by Licensee or any other Licensee Parties. Licensee's indemnification obligations under this **Section 7** are independent of whether Licensee carries sufficient insurance to cover such indemnification obligations and this **Section 7** shall survive any termination of this Agreement.

8. **Waiver and Release for Damage to Licensee Property in the License Area.** Licensee acknowledges that, to the fullest extent permitted by applicable law, neither Licensor nor any other Licensor Parties shall have any liability for, and Licensee hereby waives and releases Licensor and any other Licensor Parties from, any and all damage to property or other items owned by Licensee or any Licensee Parties and located in, on, or around the License Areas (including, without limitation, any loss or damage to any such property due to theft, vandalism or accident), **INCLUDING ANY AND ALL SUCH DAMAGE ARISING OUT OF ANY LICENSOR PARTY'S OWN NEGLIGENCE OR STRICT LIABILITY**, excluding, however, any such damage to the extent arising out of the gross negligence or willful misconduct of such Licensor Party. This **Section 8** shall survive the termination of this Agreement.

9. Insurance; Waiver of Subrogation.

a. Insurance. Licensee shall maintain (or shall cause a single tenant of Licensee's Property to maintain on its behalf) in full force and effect at all times during the term of this Agreement, at its sole cost and expense a policy of commercial general liability insurance with a minimum combined single basis of not less than \$1,000,000 per occurrence, and \$3,000,000 annual aggregate for the License Areas. In addition, Licensee shall cause any tenant of Licensee using the License Areas to maintain worker's compensation coverage as required by law, and employer's liability coverage, with a limit of not less than \$1,000,000 and waiver by such tenant's insurer of any right of subrogation against Licensor by reason of any payment pursuant to such coverage. Notwithstanding the foregoing, upon prior written notice to Licensee, Licensor may increase the amount of insurance coverage required hereunder to account for inflation, but not more frequently than once every five (5) years. The insurance required in this Section may be provided under a blanket policy or policies that also cover other locations, provided that the coverage afforded by reason of the use of such blanket policy shall not be reduced or diminished below the amount required in this Section. The aforesaid policies shall be provided at Licensee's sole cost and expense and shall name Licensor as additional insured. Certificates of renewal policies shall be delivered to Licensor within thirty (30) days prior to the expiration of the term of each policy. All insurance policies, and the certificates evidencing same, must contain a provision that the insurer will give Licensor at least thirty (30) days' notice in writing in advance of any cancellation or lapse in coverage or the effective date of any reduction in any amounts of coverage. Notwithstanding anything in this Agreement to the contrary, Licensor shall have the right to suspend the use of the Licenses granted hereunder until Licensor has received proof reasonably satisfactory to Licensor evidencing that the insurance required hereunder, with the required additional insured endorsements, has been obtained and is being maintained pursuant to the terms of this Agreement. Any policy of insurance required hereunder: (i) shall be issued by financially responsible insurance companies licensed and authorized to do business in the State of Utah with general policy holder's rating of not less than A and a financial rating of not less than Class XII, as rated in the most current available "Best's Key Rating Guide"; (ii) shall be primary, and any insurance carried by Licensor shall be noncontributing; and (iii) shall in the case of liability insurance, include a cross-liability endorsement.

b. Waiver of Subrogation. Licensee for and on behalf of itself and any other Licensee Parties hereby waives its rights of recovery against Licensor and the Licensor Parties for any insured loss (or any loss which would have been insured by the liability insurance described above and/or so-called special form causes of loss property insurance). Licensee shall obtain (and shall cause any other Licensee Party to obtain) any special endorsements required by its or their respective insurer to evidence compliance with the aforementioned waiver.

10. Compliance With Laws; No Liens. Licensee shall conduct (and shall cause all other Licensee Parties to conduct) all activities on the License Areas in compliance with all applicable laws, statutes, ordinances, codes, and other legal requirements, including, without limiting the generality of the foregoing, obtaining any and all required licenses, permits, and other approvals for all such activities conducted thereon. Licensee shall keep (and shall cause all other Licensee Parties to keep) Licensor's Property free and clear of any and all liens arising from or in connection with Licensee's or any Licensee Parties' use of the License Areas pursuant to this Agreement, and Licensee shall discharge (or cause to be discharged) any such lien by payment or

bonding within fifteen (15) days after the filing thereof, failing which Licensor shall have the right, but not the obligation, in addition to all other remedies provided hereunder, to discharge such lien at Licensee's expense, and Licensor's cost thereof shall be reimbursed by Licensee upon written demand therefor. For the avoidance of any doubt, Licensee shall remain responsible for adhering to any and all laws, requirements and ordinances put in place by any governmental or quasi-governmental agency or organization applicable to Licensee's Property, including, any and all parking requirements, and Licensor shall have no liability or responsibility to adhere to such laws, requirements or ordinances (unless the same are otherwise applicable to Licensor's Property).

11. Default.

a. Default by Licensee. The following shall constitute an event of default (each an "**Event of Default**") by Licensee under this Agreement: (i) Licensee shall do or permit to be done anything which creates a lien upon Licensor's Property and fails to remove such lien in accordance with Section 10 above, and/or (ii) Licensee shall fail to pay any amounts due hereunder after thirty (30) days written notice of such failure. Upon an Event of Default by Licensee that continues beyond any applicable notice and cure period, Licensee's right to use the Licenses will be suspended until such Event of Default is cured and Licensor may terminate this Agreement by recording a notice of termination of this Agreement in the Official Public Records of Salt Lake County, Utah; provided, however, before Licensor exercises its right to terminate this Agreement, Licensor shall send Licensee a warning notice and provide Licensee an additional sixty (60) days to cure such Event of Default after such warning notice is sent before exercising such termination right and such warning notice must state in conspicuous and bold face letter on the first page of such notice the following language: "**FAILURE TO CURE THE EVENT OF DEFAULT WITHIN SIXTY (60) DAYS OF THIS WRITTEN NOTICE MAY RESULT IN PERMANENT TERMINATION OF THE PARKING AND TRASH LICENSE AGREEMENT AND THE LICENSES THEREUNDER**".

b. Default by Licensor. If Licensor shall fail to comply with the terms of this Agreement in the time and manner provided for herein, such failure shall constitute an Event of Default by Licensor under this Agreement. If Licensor fails to take any action required by it under this Agreement, Licensee may exercise all remedies available to Licensee at law and in equity, including, without limitation, bringing an action for specific performance and/or injunctive relief.

c. Limitation of Liability. The liability of each party hereunder and any recourse by one party against the other party shall be limited solely and exclusively to the interest of such party in the License Areas, and neither party shall have any personal liability therefor. Notwithstanding anything in this Agreement to the contrary, liability under this Agreement shall be limited to actual damages and in no event shall any party be liable for any form of special, indirect, incidental, punitive or consequential damages under this Agreement, including, without limitation, relating to any loss of, or interference with, Licensee's business or lost profits.

12. Estoppel Certificate. Each party agrees, at any time, and from time to time, upon at least ten (10) business days' prior written notice from the other party, to execute, acknowledge and deliver to the requesting party, and /or to such other person, firm or corporation reasonably specified by the requesting party, a commercially reasonable estoppel certificate certifying (i) that this Agreement is unmodified and in full force and effect (or, if there have been modifications, that

the same are in full force and effect as modified and stating the modifications), (ii) the dates to which any and all sums due hereunder have been paid, and (iii) whether there exists any Event of Default (or circumstances which, with the giving of notice or the passage of time or both, would constitute an Event of Default) by either party under this Agreement, and, if so, specifying each such Event of Default (or circumstances which, with the giving of notice or the passage of time or both, would constitute an Event of Default).

13. Incorporation of Recitals and Exhibits. The introductory paragraph and recitals set forth above, and exhibits attached hereto, are true and correct, incorporated herein, and made a part of this Agreement as if set forth herein in full.

14. Binding Effect; Assignment. The Licenses are personal to Licensee as the owner of Licensee's Property, and this Agreement is not assignable. Any attempted assignment of this Agreement and the Licenses granted herein will not be effective without the written consent of Licensor. The rights granted herein, and the terms, conditions, and provisions of this Agreement are covenants running with the land and shall extend to and be binding upon the respective owners of Licensor's Property and inure to the benefit of the respective owners of Licensee's Property. The obligations of either party that contemplate performance following the termination of this Agreement shall survive the termination of this Agreement.

15. Notices. All notices required or permitted hereunder shall be in writing and shall be served on the parties at the addresses set forth in the introductory paragraph. Any such notices shall be either (a) sent by overnight delivery using a nationally recognized overnight courier, in which case notice shall be deemed delivered one business day after deposit with such courier, (b) sent by certified mail, return receipt requested, in which case notice shall be deemed delivered three (3) business days after deposit in the U.S. Mail, or (c) sent by personal delivery, in which case notice shall be deemed delivered upon receipt. Any notice delivered after 5:00 PM Salt Lake City time shall be deemed received on the next business day. A party's address may be changed by written notice to the other party; provided, however, that no notice of a change of address shall be effective until actual receipt of such notice.

16. Entire Agreement. This Agreement constitutes the entire agreement and understanding between the parties with respect to the Licenses being granted hereunder and any promises, agreements, conditions and undertakings, oral or written, express or implied, made previous hereto are null and void and of no force and effect.

17. Authority. The persons executing this Agreement on behalf of the parties hereto each have the authority to bind such party as set forth herein and no further action or consent from the party for whom each is acting is required to make this Agreement effective and enforceable against such parties following such execution.

18. Attorneys' Fees. Should either party employ attorneys to enforce any of the provisions hereof, the party against whom any final judgment is entered agrees to pay the prevailing party all reasonable costs, charges, and expenses, including attorneys' fees expended or incurred in connection therewith.

19. Governing Law. This Agreement shall, in all respects, be governed, construed,

applied, and enforced in accordance with the law of the State of Utah.

20. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of such counterparts shall constitute one Agreement.

21. Time of Essence; Business Day. Time is of the essence with respect to each and every matter pertaining to performance under this Agreement. If, however, the last day of any time period stated herein, or the date upon which any act is to be taken by a party hereto, shall fall on a day that is not a business day, then the duration of such time period or the date for performance of such act, shall be extended so that it shall end on the next succeeding day which is a business day. The term "**business day**" as used herein means any day other than Saturday, Sunday or a legal holiday observed by banks in the State of Utah.

[Remainder of Page Intentionally Left Blank; Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the Effective Date set forth above.

LICENSOR:

SLC 117 W 400 S, LLC,
a Delaware limited liability company

By: [Signature]

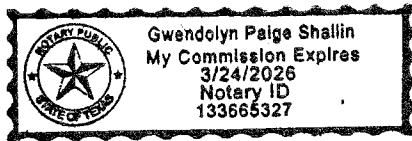
Name: Geoffrey Palmer

Title: EVP

Acknowledgment

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

The foregoing instrument was acknowledged before me this 31st day of MAY, 2023, by Geoffrey Palmer, as EVP of SLC 117 W 400 S, LLC, a Delaware limited liability company, on behalf of said entity.

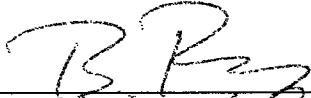


[Signature]
Notary Public, State of Texas

[Signatures Continue on Following Page]

LICENSEE:

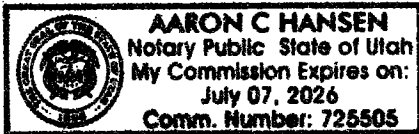
400 SOUTH, LLC,
a Utah limited liability company

By: 
Name: William A. Paulos
Title: MANAGER

Acknowledgment

STATE OF UTAH §
 §
COUNTY OF Salt Lake §

The foregoing instrument was acknowledged before me this 1st day of June, 2023, by William A. Paulos, as manager of 400 SOUTH, LLC, a Utah limited liability company, on behalf of said limited liability company.





Notary Public, State of Utah

EXHIBIT A-1

LICENSOR'S PROPERTY

PARKING LOT WITH WEST FLAG:

A portion of Parcel 15-01-429-013-0000 that has previously been conveyed to 400 South LLC located in Lot 6, Block 41, Plat "A", Salt Lake Survey, Salt Lake City, Salt Lake County, Utah, more particularly described as follows:

Commencing at the Northeast Corner of said Lot 6 and running thence South 0°01'10" East 165.06 feet along the Easterly Line of said Lot 6 and South 89°57'27" West 99.00 feet to the TRUE POINT OF BEGINNING and running

Thence South 89°57'27" West 107.37 feet;

Thence North 0°01'10" West 165.06 feet to the North Line of said Lot 6;

Thence North 89°57'17" East along said North Line 13.03 feet;

Thence South 0°18'16" East 99.00 feet;

Thence North 89°57'17" East 68.86 feet;

Thence South 0°00'00" East 24.98 feet;

Thence North 90°00'00" East 25.00 feet; thence South 0°01'10" East 41.06 feet to the TRUE POINT OF BEGINNING.

NOTCH LOT PARCEL:

A portion of Parcel 15-01-429-013-0000 that has previously been conveyed to 400 South LLC located in Lot 6, Block 41, Plat "A", Salt Lake Survey, Salt Lake City, Salt Lake County, Utah, more particularly described as follows:

Commencing at the Northeast Corner of said Lot 6 and running thence South 0°01'10" East 99.00 feet along the Easterly Line of said Lot 6 and South 89°57'17" West 99.00 feet to the TRUE POINT OF BEGINNING and running

Thence South 0°01'10" East 25.00 feet;

Thence North 90°00'00" West 25.00 feet;

Thence North 00°00'00" East 24.98 feet;

Thence North 89°57'17" East 24.99 feet to the TRUE POINT OF BEGINNING.

FLAG LOT PARCEL:

A portion of Parcel 15-01-429-013-0000 that has previously been conveyed to 400 South LLC located in Lot 6, Block 41, Plat "A", Salt Lake Survey, Salt Lake City, Salt Lake County, Utah, more particularly described as follows:

Commencing at the Northeast Corner of said Lot 6 and running thence South 89°57'17" West 99.00 feet to the TRUE POINT OF BEGINNING and running

Thence South 0°01'10" East 99.00 feet;

Thence South $89^{\circ}57'17''$ West 9.99 feet;
thence North $0^{\circ}00'00''$ East 99.00 feet to the North Line of said Lot 6;
thence North $89^{\circ}57'17''$ East 9.96 feet along said North Line to the TRUE POINT OF BEGINNING.

EXHIBIT A-2

LICENSEE'S PROPERTY

A portion of Parcel 15-01-429-013-0000 that has previously been conveyed to 400 South LLC located in Lot 6, Block 41, Plat "A", Salt Lake Survey, Salt Lake City, Salt Lake County, Utah, more particularly described as follows:

Commencing at the Northeast Corner of said Lot 6 and running thence South 89°57'17" West 108.96 feet along the North Line of said Lot 6 to the TRUE POINT OF BEGINNING and running

Thence South 0°00'00" East 99.00 feet;

Thence South 89°57'17" West 83.86 feet;

Thence North 0°18'16" West 99.00 feet to said North Line of Lot 6;

Thence North 89°57'17" East 84.39 feet along said North Line to the TRUE POINT OF BEGINNING.

EXHIBIT B-1

PERPETUAL PARKING LICENSE AREA

[Perpetual Parking License Area Outlined in Red Below]

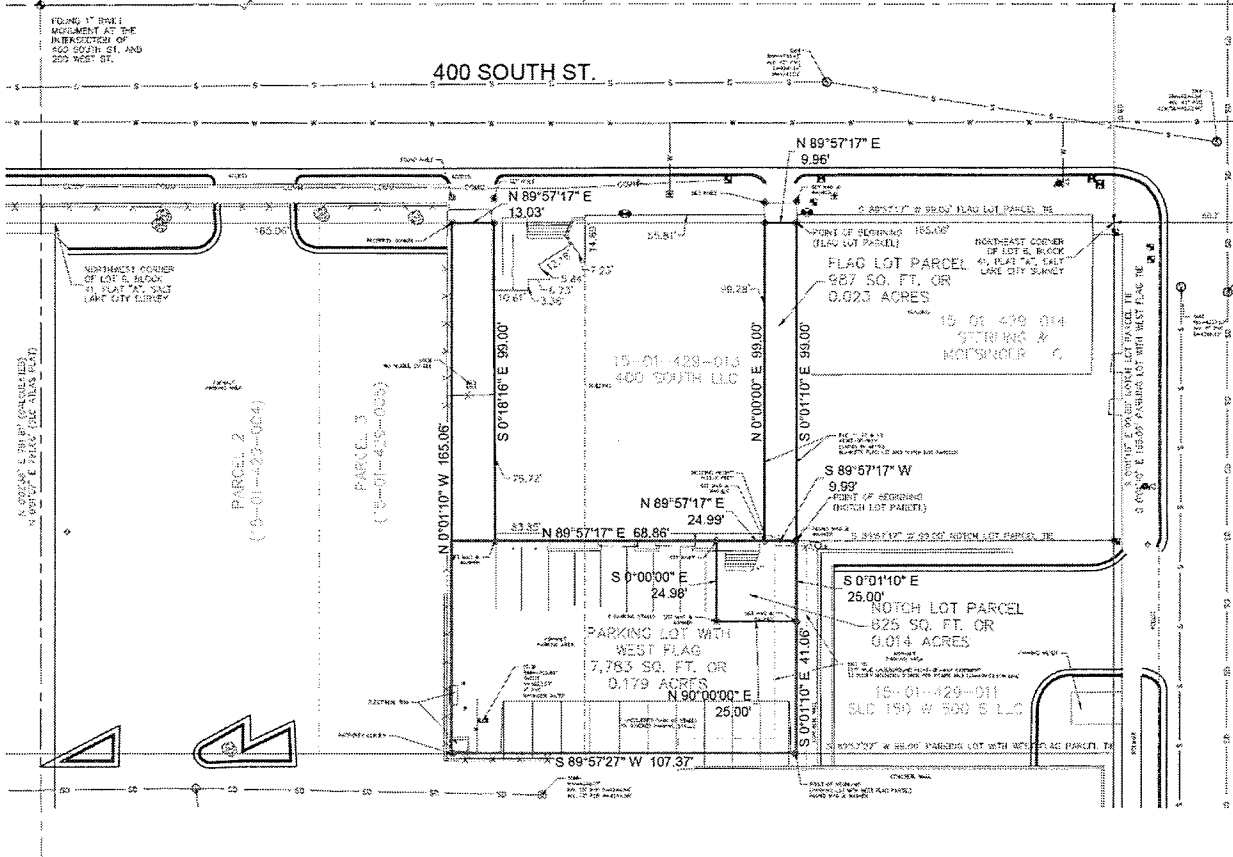


EXHIBIT B-2

TRASH LICENSE AREA

[Trash License Area Depicted in Red Below]

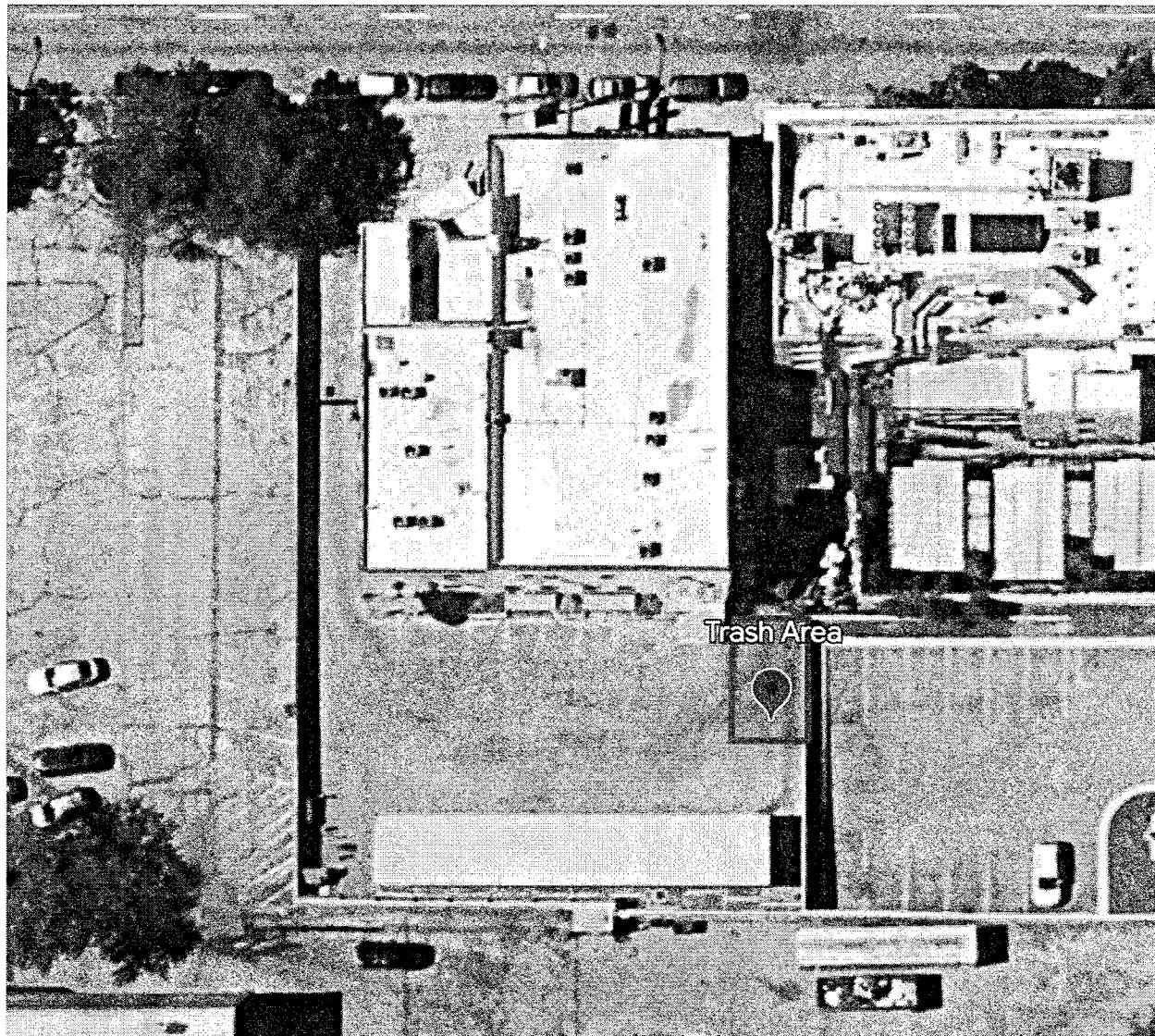


EXHIBIT C

RULES AND REGULATIONS

1. Except for emergency repairs, persons shall not perform any work on any automobiles while located in the Perpetual Parking License Area.
2. Cars must be parked entirely within the stall lines painted on the floor, and only small cars may be parked in areas reserved for small cars.
3. All directional signs and arrows must be observed.
4. The speed limit shall be 5 miles per hour.
5. Parking spaces reserved for handicapped persons must be used only by vehicles properly designated as such.
6. Parking is prohibited in all areas not expressly designated for parking, including without limitation:
 - a. Areas not striped for parking aisles
 - b. where "no parking" signs are posted
 - c. ramps
 - d. loading zones
 - e. spaces marked as reserved for other parkers
7. Parking stickers, key cards or any other devices or forms of identification permitting entry into the Perpetual Parking License Area ("Entry Devices") supplied by Licensor, if any, shall remain the property of Licensor. Such Entry Devices must be displayed as requested and may not be mutilated in any manner. Entry Devices are not transferable and, at the request of Licensor, shall be assigned to specific individuals, and may not be used to permit entry into the Perpetual Parking License Area by more than one vehicle at a time. Any Entry Device in the possession of an unauthorized holder shall be void.
8. Parking attendants are not authorized to make or allow any exceptions to these rules and regulations.
9. Every parker is required to park and lock his/her own car.
10. Loss or theft of Entry Devices must be reported to Licensor immediately. Any Entry Devices reported lost or stolen found on any unauthorized car shall be confiscated and the illegal holder shall be subject to prosecution.
11. Licensor may impose reasonable fines and implement towing in the event cars are parked in the License Area outside of parking hours.