

When Recorded Mail Copy to:
 Wimmer & Pitts
 45 W. 10000 South, Suite 211
 South Jordan, UT 84070

RECIPROCAL EASEMENT AND PARKING AGREEMENT

STATE OF UTAH)
) SS.
 COUNTY OF UTAH)

THIS RECIPROCAL EASEMENT AND PARKING AGREEMENT (the "Agreement"), entered into this 2nd day of September, 2010, by and between Jian Xing Family, L.L.C., a Utah limited liability company, Jian Cheng Luo, and Mei Xing Luo, as individuals (collectively referred to "Seller") and D & D Developers, LLC, a Utah limited liability company, (hereinafter referred to as "Purchaser") The parties hereto referred to individually as "Party" or "Owner" and collectively as "Parties" or "Owners".

WITNESSETH:

WHEREAS, Seller is the owner of a fee simple estate in that certain tract or parcel of real property located in Utah County, State of Utah now known as:

LOT 1, PLAT A, HENLINE SUBDIVISION. AREA 3.58 AC

Said Lot being hereinafter referred to as "Parcel I"; and

WHEREAS, Seller and Purchaser entered into a Real Estate Purchase Contract (the "REPC") with an offer reference date of April 15, 2010 for Land wherein the Purchaser agreed to subdivide Parcel I into two parcels "Lot 1" and Lot "3" respectively as described on the attached "Henline Subdivision Plat B" (the "Plat" attached hereto and incorporated herein as Exhibit "A"), each having the legal description as stated on the Plat. Lot 1 and Lot 3 are otherwise legally known as:

LOT 1, PLAT B, HENLINE SUBDIVISION. AREA 2.09 AC

And

LOT 3, PLAT B, HENLINE SUBDIVISION. AREA 1.52 AC

Respectively.

WHEREAS, under the terms of the REPC, the Seller agreed to sell and Purchaser agreed to purchase Lot 3, the purchase and conveyance of which shall be "Closed" and recorded subject to the execution of this Agreement; the term Closed having that meaning in Section 3 of the REPC;

WHEREAS, Seller has improved Lot 1 with a commercial building;

WHEREAS, Seller intends to further develop Lot 1 or to further subdivide and/or sell or lease a portion of Lot 1 to others for development;

WHEREAS, Purchaser intends to improve Lot 3 by constructing thereon a building substantially in the location shown on Exhibit "B" attached hereto and incorporated herein (the "Site Plan");

WHEREAS, after sale and development of Lot 3, Lot 1 shall have no access to major roads;

WHEREAS, the Parties wish to establish permanent, non-exclusive reciprocal easements for the joint use of walking, parking, and driving areas in Lot 1 and Lot 3, as more particularly shown on the Plat and Site Plan and for the joint rights of access to, and ingress and egress and surface water drainage over and across such areas; and

WHEREAS, the Parties further desire to establish a binding agreement to run with each respective parcel pertaining to other certain obligations, duties, and rights.

NOW THEREFORE, in consideration of the mutual benefits to be realized by such joint use, the mutual agreements set forth herein, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto do hereby agree as follows:

1. Seller does hereby establish, give, grant, and convey to Purchaser, their respective successors, successors-in-title, and assigns, and the tenants, customers, employees, and invitees of such Parties, a non-exclusive easement appurtenant to Lot 3 for passage and use for the purpose of ingress and egress to and from Lot 3 over Lot 1 from presently existing or future access roads, and for the purpose of walking upon and driving and parking vehicles upon and across all those sidewalks, entrances, drives, lanes, and parking areas in Lot 1 which are now or may hereafter from time to time be used for pedestrian and vehicular traffic and parking, and for the purpose of drainage of surface water over, across, and under Lot 1 and for the purpose of using any water retention basin located on Lot 1, if any, and for the purpose of installation, maintenance, and repair of underground utilities serving any portion of Lot 3 over and across such portion of Lot 1 as is not within the building area shown on the Site Plan.

2. Purchaser does hereby establish, give, grant, and convey to Seller, its successors, successors-in-title, and assigns and the tenants, customers, employees, and invitees of such Parties, a non-exclusive easement appurtenant to Lot 1 for passage and use for the purpose of ingress and egress to and from Lot 1 over Lot 3 from presently existing or future access roads, and for the purpose of walking upon and driving and parking vehicles upon and across all those sidewalks, entrances, drives, lanes, and parking areas in Lot 3 which are now or may hereafter from time to time be used for pedestrian and vehicular traffic and parking and for the purpose of drainage of surface water over, across, and under Lot 3 and for the purpose of using any water retention facilities located on Lot 3 and for the purpose of installation, maintenance, and repair of underground utilities serving any portion of Lot 1 over and across such portions of Lot 3 as is not within the building area, if any, shown on the Site Plan.

3. The easements, restrictions, and agreements provided for herein shall be effective upon execution of this Reciprocal Easement Agreement by the Parties hereto. The easements provided for herein shall run with the land and shall constitute a use for reciprocal benefits to and burdens upon Lot 1 and Lot 3. The easements provided for herein shall inure to the benefit of and be binding upon the respective successors,

successors-in-title, assigns, heirs, and tenants of each Party hereto and the customers, employees, and invitees of such Parties, and shall remain in full force and effect and shall be unaffected by any change in ownership of Lot 1 or Lot 3 or by any change of use, demolition, reconstruction, expansion, or other circumstances, except as specified herein. The agreement and undertakings by each Party hereto shall be enforceable by action for specific performance, it being agreed by both Parties hereto that an action for damages would not be an adequate remedy for a breach of this Reciprocal Easement Agreement

4. In connection with the grant of the reciprocal easements contained herein, and in order to make such easements effective for the purposes contained, Seller and Purchaser do further agree as follows:

- a. All buildings originally constructed on Lot 3 shall be constructed entirely within the area shown on the Site Plan. All driveways and entrance ways on Lot 3 shall be constructed and maintained by the owner of Lot 3, subject to closings or takings by governmental authorities.
- b. No Party hereto shall, at any time prior to the termination of the easements herein granted, erect or construct, or cause to be erected or constructed, any fence, wall, curb, or other barrier between Lot 1 and Lot 3, except as expressly indicated on the Plat and/or Site Plan, or in any manner interfere with or restrict the full and complete use and enjoyment by any Party of the easements herein granted.
- c. In connection with the installation, maintenance, or repair of utilities as provided for in paragraphs 1 and 2 hereof, the owner of the parcel to which such utilities are being installed shall insure that such installations, maintenance, or repair is undertaken in a manner so as to minimize the effect of ease of access by customers and other business invitees to other business located on the balance of the parcel(s) subject to this Agreement. All such work shall be done promptly and in a good workmanlike manner. Any portion of the parcel which is affected by such installation, maintenance, and or repair shall be restored to the same condition as existed prior to such work.
- d. Those parking spaces identified on that portion of the Site Plan as Exhibit "C" (herein the "Parking Plan") with an "HC" shall be reserved for the exclusive use by the Seller its successors, successors-in-title, and assigns and the tenants, customers, employees, and invitees during Seller's normal business hours. Those parking spaces identified on the Parking Plan with a "BO" shall be reserved for the exclusive use by the Purchaser its successors, successors-in-title, and assigns and the tenants, customers, employees, and invitees during Purchaser's normal business hours.
- e. Each Party hereby grants and conveys to the other Party, its successors, successors-in-title, assigns, or tenants, at any time and from time to time during the term of this Agreement, the right, but not the obligation, to enter upon the other Party's parcel or parcels for the purpose of constructing, installing, and maintaining the parking lot, driveways, sidewalks, and lighting as more particularly shown on the Site Plan.

5. *No Dedication.* This instrument is not intended to, and should not be construed to dedicate the said easement areas to the general public, nor shall this instrument be construed to restrict the use and development of Lot 1 or Lot 3 as stated herein. Without limiting the generality of the foregoing and subject to the limitations contained herein,

Seller and Purchaser shall have the right to expand, alter, modify, or demolish all or part of the buildings they propose to construct on their respective properties or develop said parcels in any manner they see fit, it being the intent of this instrument to grant reciprocal easements over parking, drives, sidewalks, and common areas as they exist from time to time without limiting the right of Seller or Purchaser to alter, demolish, or redevelop said areas.

6. *Restriction on Use.* Purchaser agrees that so long as Papa Murphy's Pizza is a tenant in the building on Lot 1, Lot 3 shall not be used for a restaurant.

7. *Maintenance.* The parking lot, sidewalks, driveways, and lighting located on each respective parcel shall be maintained in good order and repair by the respective owners of such parcels at all times during the term of this Agreement, including striping, snow, ice and trash removal, except that the owners of Lot 3 shall also be responsible for all such maintenance of the parking area running parallel to their building as outlined on the Site Plan including approximately 12 to 14 parking spaces that are located on Lot 1. The owner of each such parcel to this Agreement shall keep the parking lot located thereon lighted during the hours of business maintained by any tenant or business enterprise located on such parcel. The Parties agree that it is in their mutual best interest to cooperate with regards to the above described parking maintenance. The Parties agree to make best efforts to coordinate their efforts and minimize the costs associated with the shared parking contemplated herein.

8. *Term of Agreement.* Except for the restrictions contained in paragraph 6 hereof, which shall be for the term provided therein, and except for the drainage and utility easements, which shall be perpetual, the restrictions and agreements granted herein shall terminate upon the earlier to occur of (i) January 1, 2099; or (ii) expiration of twelve (12) months after the last day on which neither Lot 1 nor Lot 3 is used for any commercial purpose (it being understood that construction of a building to be used for commercial purposes shall constitute a use for commercial purposes) and the entry of a final order by a court of competent jurisdiction that such easements, restrictions, and agreements are no longer necessary for the protection of the respective property owners considering the uses then being made of the respective parcels. Notwithstanding the foregoing, however, in the event that a judicial or non-judicial action taken by any lien holder of Lot 1, holding a superior title position to this Agreement, acts to terminate the obligations of Seller hereunder, the obligations of the Purchaser hereunder shall immediately terminate.

9. *Insurance.*

- a. The owner of each parcel will provide public liability insurance with limits of not less than \$250,000.00 with respect to injury of any one person and in the amount of \$1,000,000.00 with respect to any one accident or disaster and in the amount of \$100,000.00 with respect to damage to property.
- b. Each Party to this Agreement will insure all buildings within such Party's/owner's parcel against damage or destruction by fire or other casualties insured under a standard extended coverage endorsement. Said insurance shall be in an amount equal to not less than eighty percent (80%) of the replacement value of the permanent improvements thereof. The owner of each parcel waives right of recovery and subrogation against the owners of the other parcels and their tenants. All such policies will evidence that the assured has waived right of recovery and subrogation against the owners of the other parcels and their tenants.

- c. All such policies required above shall bear endorsements to the effect that both the owner of another parcel so requesting and that owner's major tenant shall be notified not less than ten (10) days in advance of any modification or cancellation thereof. Certificates evidencing the existence thereof shall be promptly delivered to each other owner of a parcel and that owner's major tenant upon written request therefore.

10. *Nuisances or Disturbances.* Neither Party (nor any tenant or other occupant of any parcel) shall:

- a. do anything (or knowingly suffer anything to be done) within its property which creates danger to individual persons or property in the other parcel owner's property or which constitutes a public or private nuisance with respect to the other parcel owner's property;
- b. cause (or knowingly allow) any waste, disfigurement, or damage to the other owner's property;
- c. use (or knowingly allow the use of) its parcel in violation of Laws;
- d. knowingly permit its parcel to be used in a manner, or anything to be done, brought into, or kept therein, which will or might impair or interfere with: (1) the character, reputation, or appearance of the other parcel; (2) any maintenance, repairs, or other servicing of the other parcel; or (3) the use of any area of the other parcel.

11. *Obligation to Rebuild.* In the event that any building or buildings within Lot 1 or Lot 3 shall be damaged or destroyed (partially or totally) by fire, the elements, or any other casualty, the owner of the damaged or destroyed building(s) shall, at its expense, promptly and with due diligence repair, rebuild, and restore the same as nearly as practicable to the condition existing just prior to such damage or destruction; or the owner may, at its option, elect to raze any building so damaged or destroyed and pave the area formerly occupied by said buildings so as to provide additional parking facilities, said areas to be paved, marked, lighted, drained, and maintained in the same manner as required by the Site Plan.

12. Upon the written request of the owner of any of the parcels hereto, the then owner of any parcel, or any portion thereof, shall execute and deliver, within ten (10) days after receipt of such request, a certificate certifying that there are no known defaults on the part of any Party to this Agreement or, if there are such defaults, specifying the particulars of such defaults and the action required to remedy it and certifying that there are no setoffs or defenses to the enforcement of the terms of this Agreement, or if there are, specifying the particulars of such setoffs or defenses.

13. *Recording of Document.* This Agreement shall be recorded in the public records of Utah County, State of Utah and shall be prior in title to any deed of trust which is recorded in conjunction with the sale of Lot 3 by Seller to Purchaser, or otherwise concurrent with this Agreement, or as may hereafter be placed upon any of Lot 1 or Lot 3.

14. *Enforcement.*

- a. Entitlement to Enforcement. The right of enforcement of the terms, covenants, and easements herein shall belong only to the owners of each benefited parcel,

and their major tenants, and to mortgagees and beneficiaries and trustees under deeds of trust, provided that the lease in favor of such major tenant or mortgage or such mortgage or deed of trust in favor of such beneficiary and trustee is recorded in the Utah County Recorder's Office, State of Utah.

- b. Injunctive Relief. In the event of any violation or threatened violation of any of the terms, restrictions, or covenants provided herein, any person entitled to enforce this Agreement will have in addition to the right to collect damages, the right to enjoin such violation or threatened violation in a court of competent jurisdiction.
- c. Excuse for Nonperformance. If performance of any act or obligation of any Party is prevented or delayed by act of God, war, labor disputes, or other cause or causes beyond the reasonable control of such Party, the time for the performance of the act or obligation will be extended for the period that such act or performance is delayed or prevented by any such cause.
- d. Attorney's Fees. In the event that any suit is brought for the enforcement of any provision of this Agreement or as the result of any alleged breach thereof or for a declaration of rights and duties hereunder, the successful Party to such suit shall be entitled to collect reasonable attorney's fees from the losing Party, and any judgment or decree rendered shall include an award thereof.
- e. Breach Will Not Permit Termination. It is expressly agreed that no breach or violation of this Agreement will terminate this Agreement and the easements created herein, but this limitation will not affect, in any manner, any other rights or remedies for any breach of this Agreement.
- f. Breach Will Not Defeat Mortgage. A breach or violation of any of the terms, covenants, or restrictions of this Agreement will not defeat or render invalid the lien of any first mortgage or first deed of trust, made in good faith and for value, but such term, covenant, or restriction will be binding on and effective against anyone whose title to the property or any portion of such is acquired by foreclosure, trustee's sale, or otherwise.
- g. Remedies Cumulative. The specified remedies to which any person entitled to enforce this Agreement may resort under the terms of this Agreement are cumulative and are not intended to be exclusive of any other remedies or means of redress to which any person entitled to enforce this Agreement may be lawfully entitled in case of any breach or threatened breach of any provision of this Agreement. Failure to insist in any one or more cases upon the strict performance of any of the covenants of this Agreement or to exercise any remedy herein contained shall not be construed as a waiver or a relinquishment for the future of such covenant or remedy.

15. *Mechanics' Liens*. Wherever under the terms of this Agreement any Owner of a parcel is permitted to perform any work upon the parcel of another Owner, it is expressly understood and agreed that such owner will not permit any mechanics', materialmen's, or other similar liens to stand against the parcel on which such labor or material has been furnished in connection with any work so performed. Such owner may bond and contest the validity and the amount of such lien, but such owner will immediately pay any judgment rendered, with all proper costs and charges, and will have the lien released at his expense.

16. *Compliance with Laws.* The owner of each parcel shall comply promptly with all federal, state, and municipal statutes and ordinances, and with all regulations, orders, and directives of appropriate governmental agencies, as such statutes, ordinances, regulations, orders, and directives now exist or may hereafter provide concerning the use or safety of such owner's parcel and, at such owner's sole expense, make or cause to be made any repairs, changes, or modification in, on, or to his parcel required by any of the foregoing.

17. *Miscellaneous.*

- a. Each of the Parties shall take such actions and sign and deliver such other instruments and documents as may be reasonable, necessary or appropriate to effectuate the transactions contemplated under this Agreement; provided, however, that the taking of such acts or the execution of such documents will not result in a material cost or liability to the respective Party which is not otherwise required under this Agreement.
- b. This Agreement shall be governed and construed in accordance with the laws of the State of Utah (without regard to principles of conflicts of law).
- c. This Agreement, together with the exhibits hereto, constitute the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements and understandings of the Parties relating thereto.
- d. Except as expressly provided in this Agreement, no delay on the part of any Party hereto in exercising any right, power or privilege hereunder shall operate as a waiver thereof or as a waiver of any other right, power or privilege hereunder, nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise hereunder. Except as otherwise provided in this Agreement, the rights and remedies of each Party under this Agreement are cumulative and are not exclusive of any rights or remedies which the Party may otherwise have at law or in equity.
- e. *Headings.* The caption headings of the various sections of this Agreement are for convenience and identification only, and shall not be deemed to limit or define the contents of their respective sections.
- f. *Exhibits.* All exhibits referred to herein and attached hereto are a part of this Agreement.
- g. *Gender and Number.* The neuter gender includes the feminine and masculine, and the singular includes the plural.
- h. *Severability.* If any clause, sentence, or other portion of the terms, covenants, and restrictions of this Agreement becomes illegal, null, or void for any reason, or be held by any court of competent jurisdiction to be so, the remaining portions will remain in full force and effect.

Intentionally Left Blank. Signature Page to Follow

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the date written below.

Seller

Purchaser

Dated September 2010

Jian Cheng Luo, Individually

Mei Xing Luo, Individually

Date: _____

D & D Developers LLC,
a Utah Limited Liability Company

By: Kevin S. Dunn manager
Kevin S. Dunn, Manager

Date: 9-2-2010

Jian Xing Family LLC,
a Utah Limited Liability Company

By: _____
Jian Cheng Luo, Member/Manager

By: _____
Mei Xing Luo, Member/Manager

Date: _____

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the date written below.

Seller

Purchaser

Dated September 2010

~~Jian Cheng Luo~~
Jian Cheng Luo, Individually

~~Mei Xing Luo~~
Mei Xing Luo, Individually

Date: ~~Mei Xing Luo~~ 9-2-2010

D & D Developers LLC,
a Utah Limited Liability Company

By: _____
Kevin S. Dunn, Manager

Date: _____

Jian Xing Family LLC,
a Utah Limited Liability Company

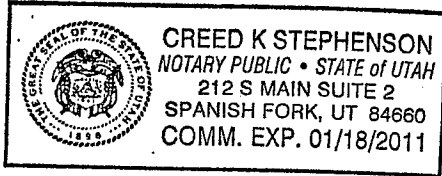
By: ~~Jian Cheng Luo~~ member/manager.
Jian Cheng Luo, Member/Manager

By: ~~Mei Xing Luo~~ Member Manager
Mei Xing Luo, Member/Manager

Date: 9-2-2010

COUNTY OF UTAH)
: ss.
STATE OF UTAH)

On the 2nd day of September, 2010, personally appeared before me Kevin S. Dunn, Manager of D & D Developers, LLC, the signor of the within instrument who duly acknowledged before me that he executed the same.



Creed K. Stephenson
NOTARY PUBLIC

STATE OF Utah)
)ss.
COUNTY OF Salt Lake)

On the _____ day of September, 2010, personally appeared before me Jian Cheng Luo, Member/Manager and Mei Xing Luo, Member/Manager of Jian Xing Family LLC, a Utah Limited Liability Company. The signers of the within instrument, who duly acknowledged to me that they executed the same, for and on behalf of Jian Xing Family LLC, a Utah Limited Liability Company, as Member/Manager s therein.

Notary Public
Residing at:

My Commission Expires:

COUNTY OF UTAH)
: ss.
STATE OF UTAH)

On the _____ day of September, 2010, personally appeared before me Jian Cheng Luo, the signor of the within instrument who duly acknowledged before me that he executed the same.

NOTARY PUBLIC

COUNTY OF UTAH)
: ss.
STATE OF UTAH)

On the _____ day of September, 2010, personally appeared before me Mei Xing Luo, the signor of the within instrument who duly acknowledged before me that she executed the same.

NOTARY PUBLIC

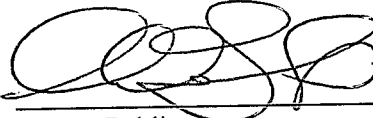
COUNTY OF UTAH)
: ss.
STATE OF UTAH)

On the _____ day of September, 2010, personally appeared before me Kevin S. Dunn, Manager of D & D Developers, LLC, the signor of the within instrument who duly acknowledged before me that he executed the same.

NOTARY PUBLIC

STATE OF Utah)
)ss.
COUNTY OF Salt Lake)

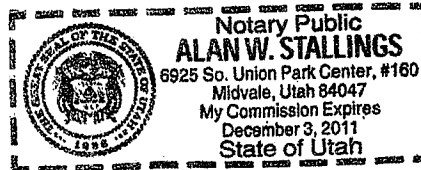
On the 2nd day of September, 2010, personally appeared before me Jian Cheng Luo, Member/Manager and Mei Xing Luo, Member/Manager of Jian Xing Family LLC, a Utah Limited Liability Company. The signers of the within instrument, who duly acknowledged to me that they executed the same, for and on behalf of Jian Xing Family LLC, a Utah Limited Liability Company, as Member/Managers therein.




Notary Public
Residing at: Salt Lake

My Commission Expires:

COUNTY OF UTAH)
: ss.
STATE OF UTAH)

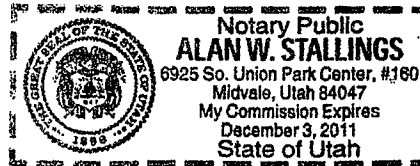


On the 2nd day of September, 2010, personally appeared before me Jian Cheng Luo, the signor of the within instrument who duly acknowledged before me that he executed the same.

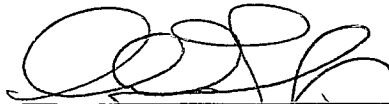


NOTARY PUBLIC

COUNTY OF UTAH)
: ss.
STATE OF UTAH)



On the 2nd day of September, 2010, personally appeared before me Mei Xing Luo, the signor of the within instrument who duly acknowledged before me that she executed the same.



NOTARY PUBLIC

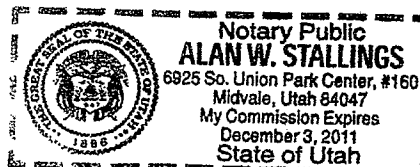


Exhibit A

LOT 1, PLAT A, HENLINE SUBDIVISION. AREA 3.58 AC

13299

SURVEYOR'S CERTIFICATE

I, the undersigned, do hereby certify that I am a registered land surveyor, and that I have prepared this plan in accordance with the laws of the State of Virginia, and that the same has been approved by the Board of Health of the County of Loudoun, Virginia, and that the same is being presented to the Board of Health for their approval.

APPROVED BY BOARD OF HEALTH

Attest: Gerald D. [Signature]
Attest: [Signature]

PLANNING COMMISSION APPROVAL

APPROVED THIS 13th DAY OF FEBRUARY, 2010, BY THE PLANNING COMMISSION

Attest: [Signature]

REGISTRAR'S OFFICE

RECORDED IN REGISTRATION BOOK 24, PAGE 13299

NOTARIAL PUBLIC

Notary Public for Loudoun County, Virginia
 My Commission Expires 02/12/2015

HEINLEINE
 BEING A VACATION OF HEINLEINE PLAT A

STATE OF VIRGINIA

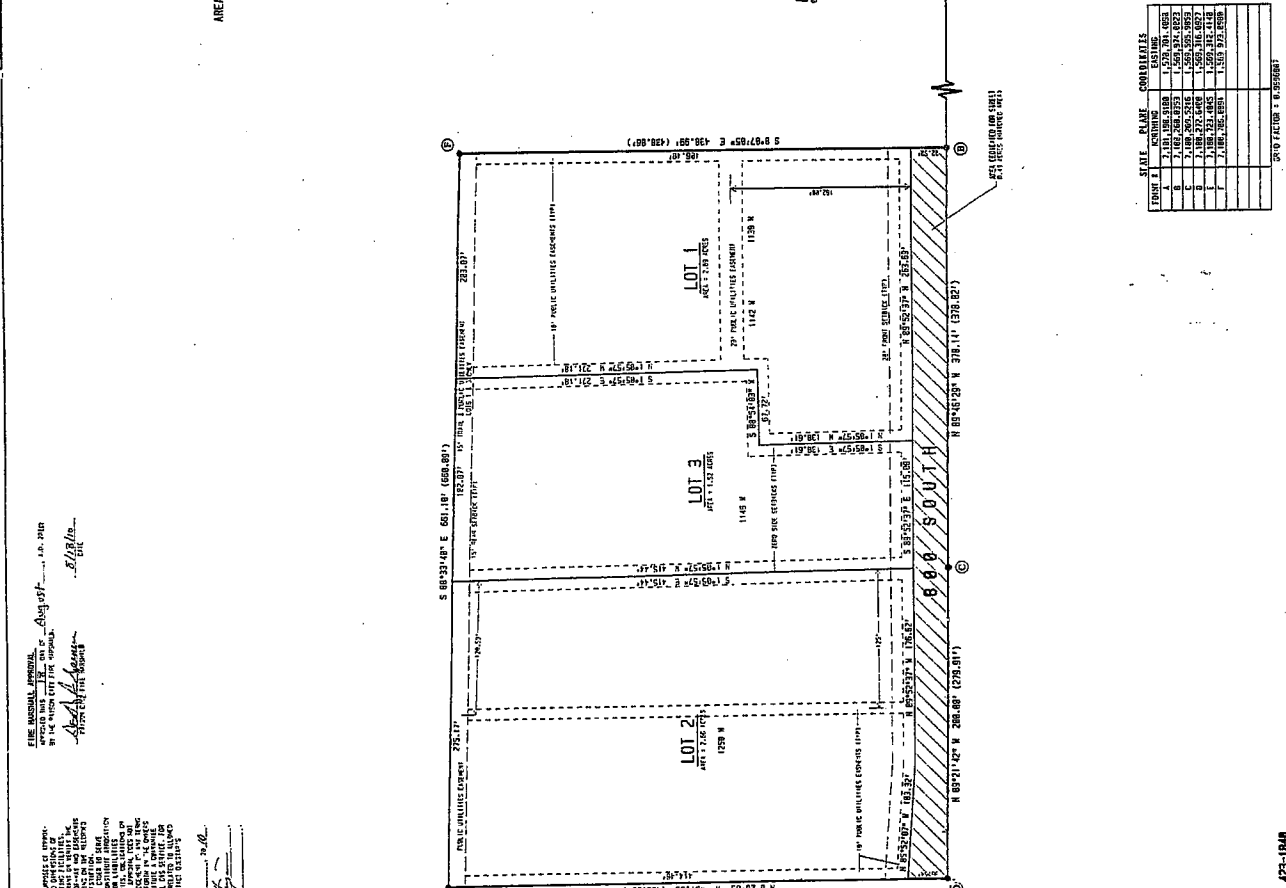
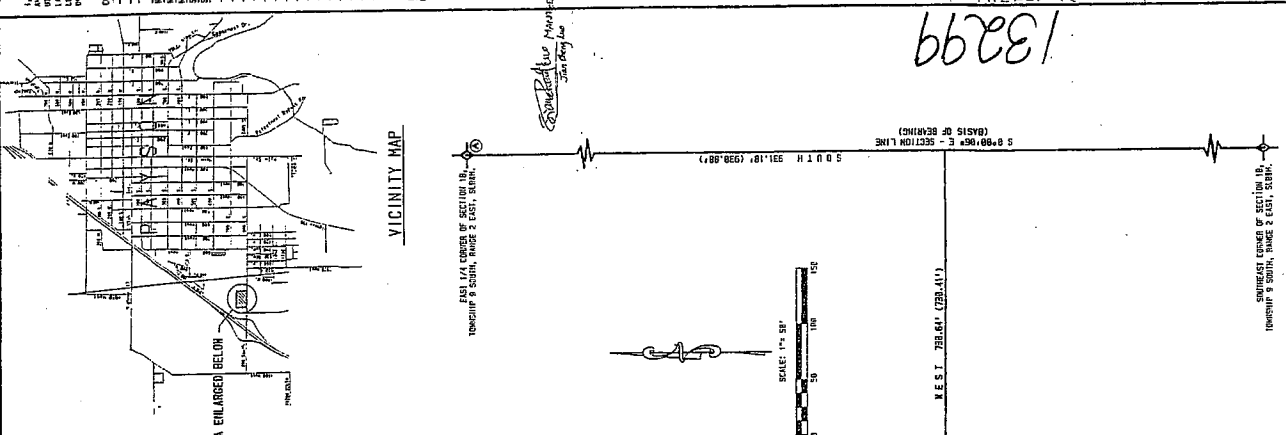
COUNTY OF LOUDOUN

FILE NO. 709 JONES

SECTION 18, RANGE 2 EAST, SERIES 58091096
 SECTION LINE

EAST 1/4 CORNER OF SECTION 18,
 TOWNSHIP 9 SOUTH, RANGE 2 EAST, SERIES 58091096

SOUTHWEST CORNER OF SECTION 18,
 TOWNSHIP 9 SOUTH, RANGE 2 EAST, SERIES 58091096



STATE	PLAT	COMMODITIES
1	1	...
2	2	...
3	3	...
4	4	...
5	5	...
6	6	...
7	7	...
8	8	...
9	9	...
10	10	...

QUESTIONS APPROVED

The Board of Health of Loudoun County, Virginia, has reviewed the plan and has approved the same for registration.

APPROVED BY BOARD OF HEALTH

Attest: [Signature]

NOTARIAL PUBLIC

Notary Public for Loudoun County, Virginia
 My Commission Expires 02/12/2015

Colo Surveying & Eng., (801) 423-1848

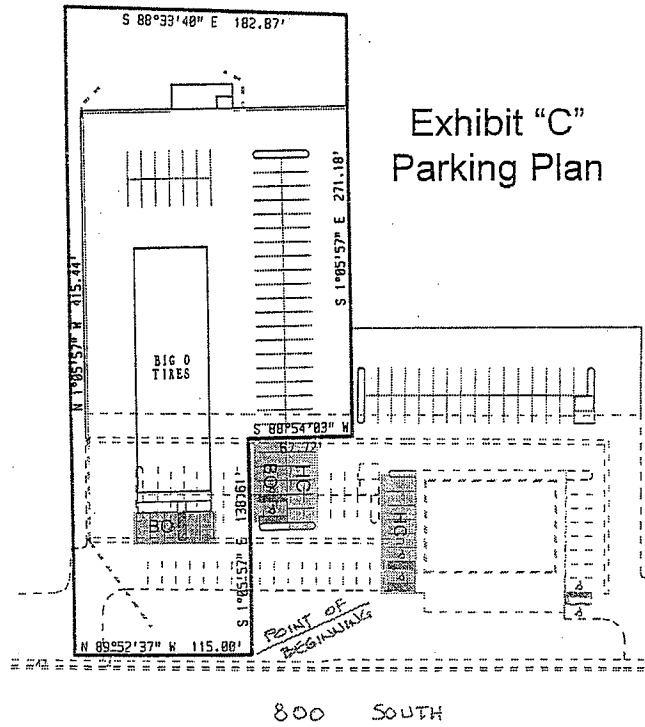


Exhibit "C"
Parking Plan