

LEASE AGREEMENT
 Between
 SVN NOBBS EAST SAHARA, LLC
 And
 SALT LAKE COUNTY

THIS LEASE AGREEMENT (this "**Lease**") is entered into as of _____, between SVN NOBBS EAST SAHARA, LLC, a Delaware limited liability company ("**Landlord**") and SALT LAKE COUNTY, a body corporate and politic of the State of Utah, with its address located at 2001 South State Street, Salt Lake City, Utah 84190 ("**Tenant**"). Landlord and Tenant may be referred to jointly as the "Parties" and individually as a "Party."

1. **Lease Grant.** Landlord leases to Tenant, and Tenant leases from Landlord, **Suite No. 100** consisting of approximately 10,000 rentable square feet (the "**Premises**") as shown on **Exhibit "A"** in the office - industrial building (the "**Building**") known as Building C, 3676 W. California Avenue, Salt Lake City, Utah 84104, which Building contains in total approximately 18,000 rentable square feet and is located on the land further described on the attached **Exhibit "B"** ("**Property**"). The "**Project**" means the four (4) building project known as Wasatch Corporate Park located at 3676 W. California Avenue, Salt Lake City, Utah 84104, containing approximately **118,416** rentable square feet located on the Property. The "**Project**" includes the Property and all improvements thereon, related land, appurtenances, driveways, parking facilities, common areas. Any statement or reference of size or square footage in this Lease for the Premises, Building, or Project is an approximation which the parties agree is reasonable and to be bound by the same. [Except for the Tenant Improvements to be completed by Landlord in the Premises pursuant to Section 9 below], Tenant accepts the Premises in its As-Is condition, subject to all applicable Laws. Landlord has made no representation or warranty as to the Premises or Project condition or suitability of the Premises for Tenant's business or intended purposes.

2. **Term.** The Lease term shall be sixty (60) months, commencing on **October 1, 2024** (the "**Commencement Date**"), and expiring on the last day of the sixtieth (60th) full calendar month after the actual Commencement Date (the "**Term**"). If the Commencement Date is not the first day of a calendar month, then the Term shall be extended by the number of days between the Commencement Date and the first day of the next month. If the Premises are not ready for occupancy on the target Commencement Date, then this Lease shall not terminate, Rent shall be waived until possession is tendered to Tenant, the Term shall be extended by the number of days of delay, Landlord shall not be liable for damages therefore, and Tenant shall accept possession of the Premises when delivered. Tenant and Landlord shall confirm in writing the actual commencement and termination dates. Neither the Commencement Date nor Tenant's obligation to pay Rent will be delayed or extended by any act, omission or delay by Tenant, its agents, or contractors ("**Tenant Delay**"). Subject to all terms of this Lease except payment of Rent, Tenant shall be permitted early access (but not occupancy or possession) of the Premises upon execution of the Lease to install equipment, tenant improvements, and furnishings and move in personal property only, all at Tenant's sole expense.

3. **Common Areas.** "**Common Areas**" means all common areas and facilities of the Project (excluding any leased premises) owned by Landlord that are provided and designated for the general non-exclusive use of Landlord, Project tenants and their respective employees, Tenants, contractors, and invitees, including parking, loading and unloading and trash areas, roadways, walkways, driveways, building exteriors, and landscaped areas. Tenant and its employees and invitees shall have, during the Lease Term, the non-exclusive right to use, in common with others, the Common Areas, subject to any rights, powers, and privileges reserved by Landlord and the Project Rules. No Common Areas shall be used to store any tenant property. Tenant shall not have any rights to any Building or Project roof or exterior wall. Tenant shall not install any telecommunication equipment on the roof or in any Common Areas.

4. **Rent.** (a) **Base Rent.** "**Base Rent**" payable for the Term is as follows:

| <u>Period</u> | <u># Months</u> | <u>Monthly Base Rent</u> | <u>Monthly Estimated CAM or Additional Rent</u> | <u>Annual Base Rent</u> |
|---------------|-----------------|--------------------------|---|-------------------------|
| | | | | |

| | | | | |
|----------------|----|-------------|------------|--------------|
| Months 1 – 12 | 12 | \$10,000.00 | \$3,600.00 | \$120,000.00 |
| Months 13 – 24 | 12 | \$10,300.00 | TBD | \$123,600.00 |
| Months 25 – 36 | 12 | \$10,609.00 | TBD | \$127,308.00 |
| Months 37 – 48 | 12 | \$10,927.00 | TBD | \$131,124.00 |
| Months 49 – 60 | 12 | \$11,255.00 | TBD | \$135,060.00 |

(b) **Payment.** This is a triple net lease. All other payments due to Landlord under this Lease other than Base Rent are collectively “**Additional Rent**”. Base Rent and Additional Rent are together “**Rent**”. Tenant shall timely pay to Landlord all Rent, without deduction or set off, at Landlord's specified address. All payments to Landlord are to be made payable to “**SVN Nobbs East Sahara, LLC**”. Base Rent as adjusted above shall be payable monthly in advance, together with all applicable state and local sales or use taxes. The first monthly installment of Base Rent for Month 1 and the Security Deposit shall be payable upon execution of this Lease; thereafter, Base Rent shall be payable on the first day of each month beginning on the first day of the second (2nd) full calendar month of the Term. All Rent for any partial month at the beginning of the Term shall be prorated and due upon the Commencement Date.

(c) **Operating Expenses.** (1) Tenant shall pay to Landlord Tenant's Proportionate Share (defined below) of Operating Expenses incurred for any calendar year (or partial calendar year). Landlord may collect such amount in a lump sum, which shall be due within thirty (30) days after Tenant receives the Tenant Statement (defined below). Alternatively, Landlord may estimate the Additional Rent for Tenant for any calendar year or part thereof during the Term, and Tenant shall pay to Landlord, beginning on the Commencement Date and on the first day of each calendar month thereafter, an amount equal 1/12th of the estimated Additional Rent for such calendar year or portion thereof. Landlord may adjust the estimated Operating Expenses from time to time.

(2) The term "**Operating Expenses**" shall mean all expenses and disbursements that Landlord incurs in connection with the management, ownership, operation, maintenance repair, replacement and/or security of the Building, Project and/or common areas, including, but not limited to, (A) property management fees; (B) tools, supplies and materials; (C) costs for capital improvements which are (i) expected to reduce operating costs or expenses, (ii) made to comply with any applicable laws, or (iii) which are generally considered maintenance and repair items, amortized over the useful economic life of such improvements; (D) all utilities, electricity, water, fuel, gas and insurance expenses, (E) maintenance, building services, grounds care, snow removal, cleaning, pest control, janitorial expenses, trash removal, equipment, (F) legal and professional fees; (G) insurance expenses; (H) roof repairs and all other repairs, replacements, and maintenance of the Building, Project, and/or common areas, (I) all real estate, property, ad valorem, and/or personal property taxes and assessments for the Building, Project, and/or common areas; and (J) an administrative fee equal to fifteen (15%) percent of Operating Expenses. Operating Expenses exclude costs for (i) repair, replacements, and maintenance paid by proceeds of insurance or other third parties; (ii) interest, amortization, or other payments on loans to Landlord; (iii) depreciation; (iv) leasing commissions; (v) renovating or otherwise improving space for other occupants in the Building; (vi) income, inheritance, estate, gift, transfer, succession, franchise, and profit taxes, (vii) expenses to enforce tenant leases. Tenant acknowledges and agrees that Landlord may equitably allocate to the Building, and include in Operating Expenses for the Building, any of the foregoing costs and expenses that relate to the Project as a whole. If during any calendar year or portion thereof the Project is not at least 90% occupied, the variable portion of Operating Expenses (any Operating Expenses which vary due to Project occupancy, including janitorial services, management fees and utilities) for such period shall be increased on an equitable basis to the amount which would have been incurred had the Project been 90% occupied.

(3) By June 30 of each calendar year, or as soon thereafter as practicable, Landlord shall furnish to Tenant a statement of Operating Expenses for the previous year or portion thereof (the "**Tenant Statement**"). If Tenant has paid more for Operating Expenses than the actual amounts owed for such year, then Landlord shall promptly credit or reimburse Tenant for such excess. If Tenant has underpaid such amounts, then Tenant shall promptly pay Landlord such deficiency. As used herein, Tenant's "**Proportionate Share**" of the Building is **56%**, calculated by dividing (i) the approximate rentable square feet of area in the Premises (**10,000**) by (ii) by the approximate total square feet of area in the Building (stipulated to be **18,000** rentable square feet) and Tenant's Proportionate Share of the Project is **8.44%** calculated by dividing (i) the approximate rentable square feet of area in the Premises (10,000) by (ii) by the approximate total square feet of area in the Project (stipulated to be **118,416** rentable square feet). Upon any expiration or termination of this Lease, Tenant shall remain liable for the payment of

all accrued Additional Rent for the calendar year in which the expiration or termination occurs but not yet billed. If Tenant fails to object to Landlord in writing to any Tenant Statement within sixty (60) days of receipt, Tenant shall have waived all right to object to such Tenant Statement.

5. **Delinquent Payment; Handling Charges or Late Fees.** All past due Tenant payments shall bear interest from the date due until paid at eighteen percent (18%) per annum (the "**Interest Rate**"). For any Rent payment more than five (5) days past due, Tenant shall pay a late fee equal to ten percent (10%) of such payment.

6. **Security Deposit.** Upon Tenant's execution of this Lease, Tenant shall deposit with Landlord Fifteen Thousand Two Hundred Ninety-Eight and 64/100ths Dollars (\$15,298.64) ("**Security Deposit**"). The Security Deposit is security for Tenant's payment of all Rent and full performance of all the terms, conditions, and covenants of this Lease. Tenant shall restore any portion of the Security Deposit applied by Landlord. Landlord may assign the Security Deposit to any successor and upon such transfer shall have no further liability for the Security Deposit.

7. **Landlord's Obligations.** (a) Subject to the limitations hereinafter set forth and reimbursement as provided for in Section 4 above, Landlord agrees to maintain the roofs, parking areas and commons areas of the Building and Project, including driveways, alleys, landscape, lobbies, stairs, corridors and restrooms, in reasonably good order and condition, except for damage occasioned by Tenant, or its employees, agents, invitees, subtenants or assignees. Landlord reserves the right, exercisable without notice and without liability to Tenant for damage or injury to property, persons or business and without effecting an eviction, constructive or actual, or disturbance of Tenant's use or possession, or giving rise to any claim for setoff or abatement of rent, to decorate and to make repairs, alterations, additions, changes, or improvements, whether structural or otherwise, in and about the Building, Project, common areas, or any part thereof, and for such purposes to enter upon the Premises and, during the continuance of any such work, to temporarily close doors, entryways, public space, and corridors in the Building or Project and to interrupt or temporarily suspend Building or Project services and facilities. If Tenant requests any other utilities or building services in addition to those identified in this Section 7 and/or 8, or any of the above utilities or building services in frequency, scope, quality or quantities substantially greater than the standards set by Landlord for the Building, then Landlord shall use commercially reasonable efforts to attempt to furnish Tenant with the same and Landlord may impose a reasonable charge for such additional utilities or building services, which shall be paid monthly by Tenant as Additional Rent on the same day as Base Rent is due.

(b) Landlord shall repair and maintain, at its expense, the soundness of the structure, foundation, and exterior walls of the Building, reasonable wear and tear and uninsured losses and damages caused by Tenant, its agents, and contractors excluded. The term "walls" as used in this Section shall not include windows, glass or plate glass, doors or overhead doors, special store fronts, dock bumpers, dock plates or levelers, or office entries, and such items are Tenant's responsibility under Section 9 below. Tenant shall promptly give Landlord written notice of any repair required by Landlord pursuant to this Section, after which Landlord shall have a reasonable opportunity to repair.

8. **Utilities.** Tenant shall pay for all water, gas, electricity, heat, light, power, telephone, sewer, refuse and trash collection, janitorial services, and other utilities and services used on the Premises, all maintenance charges for utilities, and any storm sewer charges or other similar charges for utilities imposed by any governmental entity or utility provider, together with any taxes, penalties, surcharges, or the like on these services pertaining to Tenant's use of the Premises. Landlord may cause at Tenant's expense any utilities to be separately metered or charged directly to Tenant by the provider. Tenant shall pay its share of all charges for jointly metered utilities based upon consumption, as reasonably determined by Landlord. No interruption or failure of utilities shall result in the termination of this Lease or the abatement of rent.

9. **Improvements; Alterations; Repairs; Maintenance.** Landlord is making the tenant improvements to the Premises as set forth in Exhibit "D" attached hereto. This is a triple net lease. Subject to Landlord's obligations in Section 7 and subject to the casualty provisions of Section 16, Tenant, at its expense, shall repair, replace, and maintain in clean, good condition and repair all portions of the Premises and all areas, fixtures, improvements, and mechanical systems exclusively serving the Premises including, without limitation, all dock and loading areas, truck doors, plumbing, electrical, lighting, water and sewer lines up to points of common connection, entries, doors, ceilings, windows, interior walls, and the interior side of demising walls, plate glass, and heating,

ventilation and air conditioning systems. Tenant shall maintain at Tenant's expense a maintenance contract for the HVAC systems serving the Premises ("**HVAC Service Agreement**") in a form and with a contractor acceptable to Landlord, providing for a minimum of quarterly maintenance, a copy of which shall be given to Landlord within the first sixty (60) days of Tenant's occupancy. Notwithstanding anything to the contrary contained herein Tenant shall bear the full cost of any repair or replacement to any part of the Premises, Building, or Project that results from damage caused by Tenant, its agents, contractors, invitees, subtenants, assignees, and any repair that benefits only the Premises. Tenant will not in any manner deface or injure the Premises, Building, or Project and will pay the cost of repairing any damage or injury done to the Premises, Building, Project, common areas, or any part thereof by Tenant or its agents, employee, invitees, subtenants, or employees. No additional alterations or improvements to the Premises are permitted without Landlord's prior written consent. Except for racking installed by Tenant, which shall remain property of Tenant, all alterations or improvements made by Tenant shall, at Landlord's option, either be removed by Tenant at Term end (and Tenant shall repair all damage caused thereby), or shall remain at Term end without compensation to Tenant. Tenant shall maintain the Premises in a clean, safe, and operable condition shall not permit any waste or damage. If Tenant fails to make any repairs within fifteen (15) days after written notice, then Landlord may make the repairs at Tenant's cost. All Tenant contractors shall maintain adequate insurance coverage as required by Landlord. All Tenant work shall be performed in accordance with all Laws, in a good and workmanlike manner. Tenant shall not permit any mechanic's liens to be filed against the Premises, Building or Project for any work performed by or through Tenant. Tenant shall remove or discharge any such lien at Tenant's costs within thirty (30) days of filing. Tenant shall at its expense be responsible for any alterations, modifications or improvements to the Premises required under the ADA.

10. **Use.** Tenant shall continuously occupy and use the Premises only for general office, warehouse, and storage (the "**Permitted Use**") in compliance with all Laws. The Premises shall not be used for any use or in a manner which is a nuisance, disreputable, creates extraordinary fire hazards, or results in increased insurance rates.

11. **Assignment and Subletting.** Tenant shall not, without the prior written consent of Landlord, not to be unreasonably withheld or delayed, (1) assign, transfer, or encumber this Lease or any estate or interest herein, whether directly or by operation of law; (2) transfer any ownership interest in Tenant which results in a change in control; (3) sublet any portion of the Premises (a "**Transfer**"). Any Transfer without Landlord's prior written consent shall be void. No Transfer shall release Tenant or any guarantor of any obligations under the Lease. Tenant shall provide all information Landlord reasonably requires to review any Transfer request. Upon any Event of Default, Landlord may collect directly from any transferee all rents becoming due to Tenant and apply such rents against Rent, and Tenant authorizes such direct payments. Tenant shall pay to Landlord fifty percent (50%) of any excess compensation received by Tenant for any Transfer. Tenant shall not advertise within the Building in connection with any proposed Transfer.

12. **Insurance; Waivers; Subrogation; Indemnity.** For purposes of general liability and worker's compensation, Tenant is self-insured as a political subdivision as set forth in the Utah Governmental Immunity Act, Utah Code Section 63G-7-604. Upon Lease execution, Tenant shall provide a letter outlining County's self-insured status and obligations.

To the extent permitted by law, Tenant will indemnify, defend and hold Landlord, its officers, directors, managers, members, shareholders, employees, agents, property managers, and representatives (each, a "**Landlord Party**"), harmless for, from and against any claims, costs, suits, liabilities, expenses, losses and actions, including reasonable attorneys' fees (collectively, "**Losses**") arising out of (a) any injury to person or damage to property on or about the Premises, Building, or Project caused by Tenant or any Tenant Party, (b) any Tenant or Tenant Party act of negligence; (c) Tenant's use or occupancy of the Premises, Building or Project (d) Tenant's or any Tenant Party's conduct, activity, work, or thing permitted in the Premises, Building, or project, (e) any Law violation in the Premises, Building, or project by Tenant or any Tenant Party or (f) any Tenant breach of this Lease. Notwithstanding anything in this Lease to the contrary, Landlord shall not be liable to Tenant or any Tenant Party for any death, injury, loss or damage to any person or property caused by (1) theft, fire, act of God, public enemy, criminal conduct, third parties, injunction, riot, strike, insurrection, war, government act, or court order, (2) acts of other Building tenants or adjoining property owners, (3) any matter beyond Landlord's control, (4) any repair or alteration of the Premises, Building, or Project, (5) any failure to make repairs, (6) any defect in the Premises, the Building, or the Project, or (7) vermin, steam, rain, snow, ice, or water that may enter, leak into, or flow from any part of the Premises, Building, or Project, except to the extent

the loss, damage, or injury was caused by an act of negligence or willful misconduct of Landlord. This Section shall survive the expiration or termination of this Lease.

13. **Subordination; Attornment.** This Lease is subject and subordinate to any deeds of trust, mortgages or ground leases that now or hereafter affect the Building or Project, and any amendments thereof. This provision is self-operative. Tenant shall execute any subordination agreement reasonably requested by Landlord. Tenant shall attorn to any lender or party who shall acquire Landlord's interest in the Premises, Building or Project.

14. **Rules and Regulations.** Tenant shall comply with all Building rules and regulations (see Exhibit "C"). Landlord may amend or change the rules and regulations from time to time in a commercially reasonable manner that will not materially affect Tenant's permitted use of the Premises, but only with prior written approval of Tenant, which shall not be unreasonably withheld.

15. **Condemnation.** If the entire Building or Premises is taken by eminent domain or condemnation (a "Taking"), this Lease shall terminate as of the date of the Taking. If any material portion, but less than all, of the Building becomes subject to a Taking, or if Landlord is required to pay any of the proceeds received for a Taking to a Landlord's mortgagee, then Landlord may terminate this Lease by delivering written notice thereof to Tenant within thirty (30) days after such Taking, and Rent shall be equitably apportioned. Upon any Taking of the Premises, the Rent shall be equitably abated. Landlord shall receive the entire award from any Taking.

16. **Fire or Other Casualty.** If the Premises or the Building are damaged by a fire or casualty (a "Casualty"), Landlord shall, within sixty (60) days deliver to Tenant a good faith estimate (the "Damage Notice") of the time needed to repair the Casualty damage. If a material portion of the Premises or the Building is damaged by Casualty such that the Premises is unusable and Landlord estimates that the damage cannot be repaired within one hundred eighty (180) days, then Tenant may terminate this Lease upon thirty (30) days written notice to Landlord after receipt of the Damage Notice. If a Casualty damages a material portion of the Building, or if Landlord is required to pay any Casualty insurance proceeds to a mortgagee, then Landlord may terminate this Lease upon thirty (30) days written notice to Tenant, and Rent shall be equitably abated. If neither Party terminates this Lease after a Casualty, then Landlord shall, within a reasonable time, to the extent of insurance proceeds actually received, repair and restore the Building or Premises to their former condition, and Rent shall be equitably abated. Landlord shall not be required to repair or replace any Tenant property or improvements. Notwithstanding anything to the contrary contained herein, Tenant shall have no right to Rent abatement or to terminate this Lease in the event the damage or casualty was caused by any negligent or willful act or omission of Tenant or any Tenant Party.

17. **Personal Property Taxes.** Tenant shall pay for all personal property taxes in the Premises, but only to the extent such taxes are assessed against Tenant.

18. **Events of Default.** Each of the following occurrences shall be an "Event of Default": (a) Tenant's failure to pay Rent or any other monetary obligation under this Lease within fifteen (15) days of when due; (b) Tenant abandons the Premises, or Tenant shall assign or sublet the Premises in violation of Section 11; (c) Tenant's failure to maintain any insurance policies required under this Lease; (d) the filing of a petition by or against Tenant or any guarantor of this Lease (1) in any bankruptcy or other insolvency proceeding; (2) seeking any relief under any debtor relief law; (3) for the appointment of a liquidator or receiver; (e) Tenant fails to deliver an estoppel certificate under Section 23(b); or (f) Tenant's failure to perform or comply with any other term, agreement or obligation of Tenant under this Lease (other than as set forth above), which failure continues for more than thirty (30) days after receipt of written notice.

19. **Remedies.** Upon any Event of Default, Landlord may, in addition to all other rights and remedies afforded Landlord hereunder or by law or equity, take any of the following actions: (a) terminate this Lease after written notice to Tenant, in which event Tenant shall pay to Landlord the sum of (1) all accrued and unpaid Rent through the termination date, (2) all amounts due under Section 20, and (3) the total Rent that Tenant would have been required to pay for the remainder of the Term discounted to present value at a per annum rate equal to the Prime Rate less one (1) percent; (b) lawfully re-enter the Premises and remove all persons and property in the Premises without terminating the Lease, (c) terminate Tenant's right to possess the Premises without terminating this Lease, in which event Tenant shall pay to Landlord (1) all accrued Rent through the date of termination of possession, (2) all amounts

due under Section 20, and (3) all Rent due for the remainder of the Term, less any net sums received by Landlord through reletting the Premises. Landlord shall use commercially reasonable efforts to relet the Premises. Landlord shall not be liable for any failure to relet the Premises or to collect rent due for such reletting. Reentry by Landlord in the Premises shall not affect Tenant's obligations hereunder for the unexpired Term; rather, Landlord may from time to time, bring an action against Tenant to collect amounts due by Tenant, without the necessity of Landlord's waiting until the expiration of the Term. Unless Landlord delivers written notice to Tenant expressly stating that it has elected to terminate this Lease, all actions taken by Landlord to dispossess or exclude Tenant from the Premises shall be deemed to be taken under this Section 19(b). If Landlord elects to proceed under this Section 19(b), it may at any time elect to terminate this Lease. Suits for the recovery of the Rent or damages may be brought by Landlord, from time to time. Each right and remedy provided for in this Lease is cumulative and is in addition to all other rights or remedies provided for herein or at law or in equity.

20. **Payment by Tenant; Non-Waiver.** Upon any Event of Default, Tenant shall pay to Landlord all costs incurred by Landlord in (1) obtaining Premises possession; (2) removing or storing property; (3) repairing, restoring or re-letting the Premises (including brokerage commissions); (4) curing Tenant's defaults; and (5) enforcing this Lease. Landlord and Tenant submit to the jurisdiction of Utah Third Judicial District Court in Salt Lake County for any matter arising under this Lease. Landlord's acceptance of Rent following any default or any partial payment shall not waive Landlord's rights regarding such default or the balance of any Rent due. No waiver by Landlord of any breach of this Lease shall waive Landlord's rights regarding any future violation of the Lease.

21. **Surrender; Holdover.** Upon Lease expiration or termination, Tenant shall deliver the Premises in good repair and condition, broom-clean, reasonable wear and tear excepted, with all keys. Tenant shall remove (a) all trade fixtures and personal property and (b) such other alterations, improvements, trade fixtures, equipment and wiring as Landlord requests. Tenant shall repair all damage caused by such removal. All items not removed shall be deemed abandoned. This Section shall survive the end of the Term. If Tenant fails to surrender or vacate the Premises at Lease end, then Tenant shall be an "at will" tenant and shall pay Base Rent equal to 200% of the Base Rent payable for the last month of the then expiring Term. Tenant shall be liable to Landlord for any losses (excluding consequential, punitive, or special damages) resulting from such holdover.

22. **Certain Rights Reserved by Landlord.** Upon forty eight (48) hours prior written notice to Tenant (except in the event of an emergency), Landlord shall have the right to (a) decorate, alter, repair, improve or add to the Building or common areas; (b) enter upon the Premises and temporarily close entryways, corridors or common areas; (c) temporarily interrupt Building services and facilities; (d) change the Building name; (e) take reasonable security measures for Building and its occupants, conduct safety drills, and temporarily deny access to or close the Building; and (f) to show the Premises to prospective purchasers, lenders, or tenants.

23. **Miscellaneous.**

(a) Landlord Transfer and Liability. If Landlord assigns its rights under this Lease, or transfers title to the Building, then Landlord shall automatically be released from any further liability hereunder. Tenant hereby attorns to all successor owners of the Building. Landlord's liability under this Lease is limited to the interest of Landlord in the Building, and Landlord shall not be personally liable for any deficiency. Landlord shall not be liable for any punitive, consequential or special damages or loss of profits under this Lease. Tenant shall give written notice to Landlord of any alleged default by Landlord and shall afford Landlord a reasonable opportunity to cure any such default, but not less than thirty (30) days from receipt of Tenant's written notice. Landlord shall not be liable or responsible for any delays due to strikes, riots, acts of God, shortages, war, or any other causes beyond Landlord's control.

(b) Estoppel Certificates. Within ten (10) days of Landlord's request, Tenant shall furnish an executed estoppel certificate confirming or otherwise answering the factual certifications and representations reasonably required by Landlord.

(c) Separability; Amendments and Binding Effect; Notices; Attorney's Fees. If any provision of this Lease is illegal, invalid, or unenforceable, then the remainder of this Lease shall not be affected thereby and shall remain enforceable without such illegal, invalid, or unenforceable provision. This Lease is not effective unless

executed by both Landlord and Tenant. This Lease may not be amended except in writing signed by Landlord and Tenant, and no waiver of any right shall occur unless in writing. This Lease shall be binding upon the Parties and their respective successors and assigns. There are no third-party beneficiaries of this Lease. All notices shall be in writing and sent to Tenant at the Premises and to Landlord at c/o 18881 Von Karman, Suite 800, Irvine, CA 92612, Attn: Portfolio Manager, or such other address Landlord may designate. If any legal action is necessary to enforce this Lease, the prevailing party shall be entitled to receive all reasonable attorney's fees and costs. Time is of the essence with respect to Tenant's obligations hereunder.

(d) **Quiet Enjoyment.** Provided Tenant has performed all of its obligations hereunder, Tenant shall have quiet enjoyment of the Premises for the Term, subject to all terms and conditions of this Lease.

(e) **Entire Agreement; Governing Law; Definitions and Exhibits.** This Lease is the entire agreement between Landlord and Tenant regarding this subject matter. This Lease shall be governed in accordance with the laws of the State of Utah, without regard to conflicts of law principles. . "Laws" means all federal, state, and local laws, regulations, orders and covenants affecting the Property. "Tenant Party" means Tenant, its assignees, subtenants, agents, contractors, employees, licensee and invitees. "Including" means including, without limitation. All exhibits and attachments are incorporated herein by reference.

24. **Other Provisions.** LANDLORD AND TENANT'S OBLIGATIONS UNDER THIS LEASE ARE INDEPENDENT COVENANTS. TENANT'S OBLIGATION TO PAY RENT IS NOT DEPENDENT UPON THE PREMISES CONDITION OR LANDLORD'S PERFORMANCE HEREUNDER.

25. **Hazardous Materials.** Tenant shall not permit or cause any party to bring any Hazardous Material upon the Premises or transport, store, use, generate, manufacture, or release any Hazardous Material in or about the Premises, Building, or Project without Landlord's prior written consent. Tenant, at its sole cost and expense, shall operate its business in the Premises in strict compliance with all Environmental Requirements and shall remediate in a manner satisfactory to Landlord any Hazardous Materials released on or from the Premises or Project by Tenant, its agents, employees, contractors, subtenants, assignees, or invitees. "Environmental Requirements" means all applicable laws, statutes, regulations, ordinances, rules, codes, judgments, or orders of any applicable governmental authority or agency regulating or relating to health, safety, environmental conditions, or the environment, including the following: the Comprehensive Environmental Response, Compensation and Liability Act and the Resource Conservation and Recovery Act. The term "Hazardous Materials" means and includes any substance, material, waste, pollutant, or containment listed or defined as hazardous or toxic, under any Environmental Requirements, asbestos and petroleum, including crude oil or any fraction thereof, natural gas liquids, liquefied natural gas, or synthetic gas usable for fuel (or mixtures of natural gas and such synthetic gas). Landlord shall have the right to access and perform inspections and tests of the Premises to determine Tenant's compliance with Environmental Requirements and this Section.

26. **Telephone and Telecommunications Services.** All telephone and telecommunications services ("Telecommunications Services") desired by Tenant shall be ordered and utilized at Tenant's sole expense. All Telecommunications Services equipment and wiring (the "Telecommunications Equipment") shall be maintained by Tenant at its expense. Landlord has no liability for any interruption of any Telecommunication Services. All Tenant Telecommunications Equipment shall be removed by Tenant at its cost upon Lease termination. If Tenant fails to do so, the Telecommunications Equipment shall be deemed abandoned. Tenant shall not use any new provider of Telecommunications Services not then servicing the Building (a "New Provider") without Landlord's prior written consent. Tenant shall not install any wireless communications equipment, antennae, and satellite dishes (other than normal office routers and cellular telephones), within the Premises or the Building.

27. **Signs.** Tenant shall not change the Premises exterior or install any exterior lights, decorations, advertising, signs, or windows treatments without Landlord's prior consent. Tenant shall remove such items upon the end of the Lease term. All signage is at Tenant's expenses.

28. **Parking.** The Building has parking areas for the benefit of Building tenants and the general public (the "**Parking Lots**"). Provided that no Event of Default or sublease has ever occurred under the Lease and Tenant has continuously occupied the Premises during the Term, Landlord shall provide Tenant with ten (10) non-reserved surface parking spaces in the Parking Lots at no cost during the Term. Tenant agrees not to overburden the parking

facilities and agrees to cooperate with the Landlord and other tenants in the use of the parking facilities. Landlord reserves the right to determine if the parking facilities are becoming crowded and, in such event, to allocate parking spaces among the Tenant and other tenants based on the Tenant's and other tenants' Proportionate Share. The Parking Lots are not supervised, patrolled, or secured, and Landlord is not liable for any vandalism, robbery, theft or any injury or damage to person or property, whether the result of criminal conduct, accident, or otherwise that may occur in or about the Parking Lots.

29. **Option to Renew.** Tenant shall have the one time option to extend the Lease term (the "**Renewal Option**") for one (1) additional period of five (5) years (the "**Renewal Term**") upon the following terms: (i) Tenant is not in default under this Lease, (ii) Tenant has not assigned or sublet any portion of the Lease or Premises, and (iii) Tenant is occupying the Premises. Tenant shall exercise the Renewal Option by giving Landlord written notice ("**Renewal Notice**") at least one hundred eighty (180) calendar days, but no more than two hundred seventy (270) calendar days, prior to the then expiration date of the Lease. Failure to provide the Renewal Notice to Landlord with the above periods shall result in a forfeit of the Renewal Option. The Renewal Option is personal to Tenant and is not severable from the Lease. If the Renewal Option is exercised, during the Renewal Term, all references to the "Term" shall mean the "**Renewal Term**", and all Lease terms shall remain the same, except that (a) no rent abatements, allowances or other concessions, if any, for the prior Term shall apply to the Renewal Term; (b) the new Base Rent shall be the "**Fair Net Effective Market Rate**;" and (c) there is no additional renewal option. Within fifteen (15) days of the Renewal Notice, Landlord will provide Tenant in writing the prevailing market rate (including any concessions and allowances for renewal space, if any) upon which Landlord is currently offering for comparable renewal space at the Property or within the Salt Lake City area ("**Fair Net Effective Market Rate**"), including supporting information. The new Base Rent for the Renewal Term shall not be less than the Base Rent at the end of the then expiring Term. Tenant shall accept or reject the new Fair Net Effective Market Rate within sixty (60) business days. If Tenant rejects or fails to accept the new Fair Net Effective Market Rate, then Tenant's exercise of its Renewal Option shall be null and void. If Tenant accepts, the parties shall within sixty (60) days execute a Lease amendment extending the Term, amending the base rent and including any additional terms agreed to by the Parties.

30. **Relocation.** Landlord reserves the right to relocate the Premises to substantially comparable space within the Building or Project subject to the same terms as set forth in this Lease; provided, however, that the substitute premises shall contain at least as much square footage and at least the same clear height as the original Premises without any increase in the then rental rate. Landlord agrees to pay all reasonable moving expenses of the Tenant incidental to such relocation. Landlord will give Tenant written notice of exercise of this relocation right, and Tenant will complete said relocation within sixty (60) days thereafter.

31. **Governmental Immunity.** Tenant is a body corporate and politic of the State of Utah, subject to the Governmental Immunity Act of Utah (the "**Act**"), Utah Code Ann. §§ 63G-7-101 to -904 (2020), as amended. The parties agree that Tenant, if liable, will not assert any protections under the Act against Landlord that would modify, limit or otherwise restrict Tenant's obligations to Landlord under Section 12. Nothing contained in this Lease will be construed in any way to modify the limits of liability for any third-party claims as set forth in that Act or the basis for liability for third-party claims as established in the Act, with respect to liability of Tenant provided that the foregoing shall not modify, limit or otherwise restrict Tenant's obligations under Section 12. This Section will survive the expiration and/or the earlier termination of this Lease

32. **Non-Funding; Termination Right.**

Tenant has appropriated funds to pay for Tenant's obligations (including construction and maintenance of the Project) under this Lease through the first full year of the term 2025. Subject to the notice requirements set forth below, and from and after December 31, 2025, if funds are not available beyond December 31, 2025, or any subsequent fiscal year of this Lease, then Tenant shall have the right to terminate the Lease ("**Termination Option**") upon ninety (90) days prior written notice to Landlord ("**Termination Notice**"), provided that all of the following terms and conditions are fully satisfied:

(a) Tenant shall confirm in the Termination notice the date of Lease termination; ("**Termination Date**");

(b) Tenant shall not be in default under the Lease at the time the Termination Option is exercised, and at any time, up through the Termination Date; and

(c) In addition to all other Rent and sums due and payable, at the time of exercise of the Termination Option, Tenant shall pay to Landlord as a termination fee and not as a penalty the additional amount equal to: (i) two (2) month's total Base Rent, Operating Expenses and Additional Rent due for the month in which the Termination Date falls, and (ii) the amount set forth in the amortization scheduled attached hereto as Exhibit E.

Dated as of the date first above written.

LANDLORD:

SVN NOBBS EAST SAHARA, LLC, a Delaware limited liability company (the "**Landlord**")

By: SCY EQUITIES, LLC, a California limited liability company, as Owner Representative for Landlord

By: _____

Name: Jack Carroll

Title: Senior Managing Director – Asset Management

Date: _____

TENANT:

SALT LAKE COUNTY

By: _____

Print Name: _____

Title: Mayor or Designee

Date: _____

Reviewed and Advised as to Form and Legality:

John E. Diaz
Senior Deputy District Attorney
Salt Lake County

DA # 24CIV001961

EXHIBIT A
Premises

DA # 24CIV001961

EXHIBIT "B"

[Legal Description of Real Property]

Real property in the County of Salt Lake, State of Utah, described as follows:

Lot 2, WASATCH CORPORATE PARK PLANNED DEVELOPMENT SUBDIVISION, according to the Official Plat thereof, on file and of record in the Office of the Salt Lake County Recorder.

ADDRESS:

3676 W. California Avenue, Salt Lake City, UT 84104

Parcel No. 15-08-377-002

EXHIBIT "C" –
Building Rules and Regulations

The following rules and regulations shall apply to the Premises, the Building, the Project, and all parking areas associated therewith (if any) and the appurtenances thereto:

1. Sidewalks, entrances, passageways, courts, corridors, vestibules, halls, elevators, and stairways in and about the Building or Project shall not be obstructed nor shall objects be placed against glass partitions, doors, or windows which would be unsightly from the Building's corridors or from the exterior of the Building.
2. Plumbing, fixtures, and appliances shall be used for only the purpose for which they were designed, and no foreign substance of any kind whatsoever shall be thrown or placed therein. Damage resulting to any such fixtures or appliances from misuse by Tenant or its agents, employees or invitees, shall be paid for by Tenant, and Landlord shall not in any case be responsible therefore.
3. Any sign, lettering, picture, notice, or advertisement installed within the Premises which is visible from the public corridors within the Building shall be installed in such manner, and be of such character and style, as Landlord shall approve, in writing in its reasonable discretion. No sign, lettering, picture, notice, or advertisement shall be placed on any outside window or door or in a position to be visible from outside the Building. No nails, hooks, or screws (except for customary artwork or wall hangings) shall be driven or inserted into any part of the Premises or Building except by Building maintenance personnel, nor shall any part of the Building or Project be defaced or damaged by Tenant.
4. Tenant shall not place any additional lock or locks on any door in the Premises or Building without Landlord's prior written consent. A reasonable number of keys to the locks on the doors in the Premises shall be furnished by Landlord to Tenant at the cost of Tenant, and Tenant shall not have any duplicate keys made. All keys and passes shall be returned to Landlord at the expiration or earlier termination of this Lease.
5. Tenant shall refer all contractors, contractors' representatives, and installation technicians to Landlord for Landlord's supervision, approval, and control before the performance of any contractual services. This provision shall apply to all work performed in the Building including, but not limited to installation of telephones, telegraph equipment, electrical devices and attachments, doors, entranceways, and any and all installations of every nature affecting floors, walls, woodwork, window trim, ceilings, equipment, and any other physical portion of the Building. Tenant shall not waste electricity, water, or air conditioning. All controls shall be adjusted only by Building personnel.
6. Movement in or out of the Building or Project of furniture or office equipment, or dispatch or receipt by Tenant of any merchandise or materials which require the use of elevators, stairways, lobby areas, or loading dock areas, shall be restricted to hours designated by Landlord. Tenant must seek Landlord's prior approval by providing in writing a detailed listing of such activity. If approved by Landlord, such activity shall be under the supervision of Landlord and performed in the manner stated by Landlord. Landlord may prohibit any article, equipment or any other item from being brought into the Building or Project. Tenant is to assume all risk for damage to articles moved and injury to persons resulting from such activity. If any equipment, property, and/or personnel of Landlord or of any other tenant is damaged or injured as a result of or in connection with such activity, Tenant shall be solely liable for any and all damage or loss resulting therefrom. Tenant has the right to enter the Building or Project at any time in case of emergency. Tenant will endeavor to give Landlord notice of the nature of the emergency as soon as reasonably practical.
7. All corridor doors, when not in use, shall remain closed. Tenant shall cause all doors to the Premises to be closed and securely locked before leaving the Building at the end of the day.
8. Tenant shall keep all electrical and mechanical apparatus owned by Tenant free of vibration, noise, and airwaves which may be transmitted beyond the Premises.
9. Canvassing, soliciting, and peddling in or about the Building or Property is prohibited. Tenant shall cooperate and use its best efforts to prevent the same.

10. Tenant shall not use the Premises in any manner which would overload the standard heating, ventilating, or air conditioning systems of the Building.

11. Tenant shall not utilize any equipment or apparatus in such manner as to create any magnetic fields or waves which adversely affect or interfere with the operation of any systems or equipment in the Building or Property.

12. Bicycles and other vehicles are not permitted inside or on the walkways outside the Building, except in those areas specifically designated by Landlord for such purposes.

13. Tenant shall not operate or permit to be operated on the Premises any coin or token operated vending machine or similar device (including, without limitation, telephones, lockers, toilets, scales, amusements devices and machines for sale of beverages, foods, candy, cigarettes, or other goods), except for those vending machines or similar devices which are for the sole and exclusive use of Tenant's employees, and then only if such operation does not violate the lease of any other tenant in the Building.

14. Tenant shall utilize the termite and pest extermination service designated by Landlord to control termites and pests in the Premises. Except as included in operating expenses, Tenant shall bear the cost and expense of such extermination services.

15. Tenant shall not open or permit to be opened any window in the Premises. This provision shall not be construed as limiting access of Tenant to any balcony adjoining the Premises.

16. To the extent permitted by law, Tenant shall not permit picketing or other union activity involving its employees or agents in the Building or on the Property, except in those locations and subject to time and other constraints as to which Landlord may give its prior written consent, which consent may be withheld in Landlord's sole discretion.

17. Tenant shall comply with all applicable laws, ordinances, governmental orders or regulations, and applicable orders or directions from any public office or body having jurisdiction, with respect to the Premises, the Building, the Property, and their respective use or occupancy thereof. Tenant shall not make or permit any use of the Premises, the Building, or the Property, respectively, which is directly or indirectly forbidden by law, ordinance, governmental regulation or order, or direction of applicable public authority, or which may be dangerous to person or property.

18. Tenant shall not use or occupy the Premises in any manner or for any purpose which would injure the reputation or impair the present or future value of the Premises, the Building, or the Property; without limiting the foregoing, Tenant shall not use or permit the Premises or any portion thereof to be used for lodging, sleeping, or for any illegal purpose.

19. All deliveries to or from the Premises shall be made only at times, in the areas, and through the entrances and exits designated for such purposes by Landlord. Tenant shall not permit the process of receiving deliveries to or from the Premises outside of said areas or in a manner which may interfere with the use by any other tenant of its premises or any common areas, any pedestrian use of such area, or any use which is inconsistent with good business practice.

20. Tenant shall carry out Tenant's permitted repair, maintenance, alterations, and improvements in the Premises only during times agreed to in advance by Landlord and in a manner which will not interfere with the rights of other tenants in the Building.

21. Landlord may from time to time adopt appropriate systems and procedures for the security or safety of the Building, its occupants, entry and use, or its contents. Tenant, Tenant's agents, employees, contractors, guests, and invitees shall comply with Landlord's reasonable requirements thereto.

22. Landlord shall have the right to prohibit the use of the name of the Building or any other publicity by Tenant that in Landlord's opinion may tend to impair the reputation of the Building or its desirability for Landlord or its other tenants. Upon written notice from Landlord, Tenant will refrain from and/or discontinue such publicity immediately.

23. Neither Tenant nor any of its employees, agents, contractors, or invitees shall smoke in any area designated by Landlord (whether through the posting of a “no smoking” sign or otherwise) as a “no smoking” area. In no event shall Tenant or any of its employees, agents, contractors, or invitees smoke in the hallways or bathrooms of the Building or at the entrances to the Building. Landlord reserves the right to designate, from time to time, additional areas of the Building and the Property as “no smoking” areas and to designate the entire Building and the Property as a “no smoking” area.

24. No marijuana shall be consumed or used in any portion of the Premises, Building or Project by any Tenant, Tenant’s agent, employees, contractors, invitees.

DA # 24CIV001961

EXHIBIT "D"

WORK LETTER

Prior to the Commencement Date, Landlord shall complete, at Landlord's expense, using building standard materials, the following tenant improvements at the Premises: All other improvements are at Tenant's sole cost and expense.



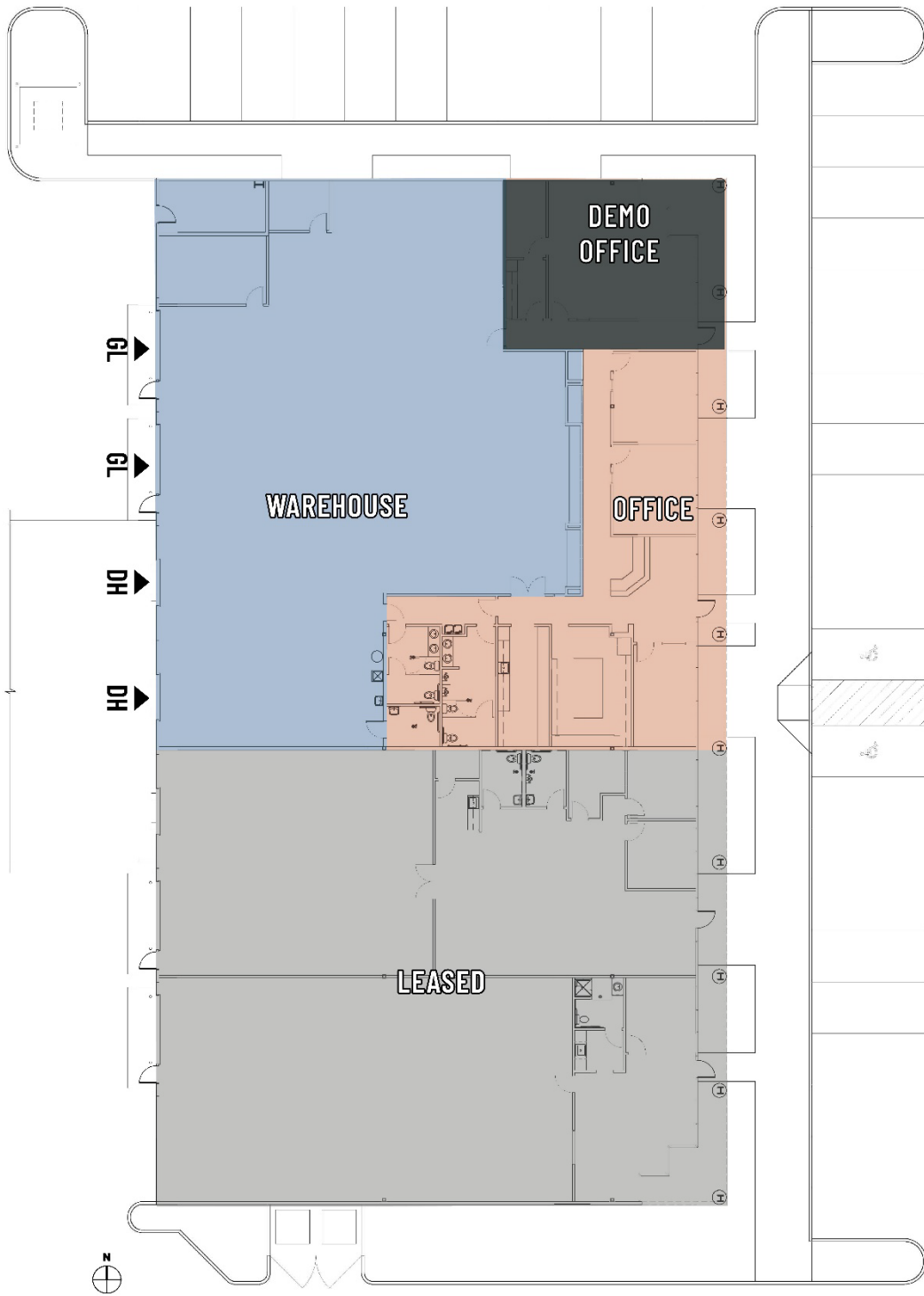
CREED CONSTRUCTION, LLC
 3782 W 2340 S SUITE C
 WEST VALLEY CITY, UT 84120
 801.766.8156

| PROJECT | ITEM | DIV | DESCRIPTION | AMOUNT |
|------------------------------|--------------------|-------|---|--------------|
| Wasatch Corporate Park | Supervision | 1000 | Supervision | \$ 1,500.00 |
| BID | Demolition | 2000 | Demo office walls, flooring, ceiling, HVAC, and electrical | \$ 10,200.00 |
| 1 | Concrete | 3000 | Patch concrete throughout warehouse | \$ 800.00 |
| DATE | Doors and Hardware | 8000 | Relocate demoed office door for new warehouse door | \$ 1,050.00 |
| Thursday, October 17, 2024 | Drywall and Finish | 9000 | Patch demo scars and where conference room wall was removed | \$ 1,200.00 |
| ADDRESS | Paint | 9000 | Paint all patched areas from drywall repair | \$ 800.00 |
| 3676 California Ave | Fire Sprinkler | 15100 | Relocate fire sprinklers in demoed areas | \$ 5,500.00 |
| CITY/STATE/ZIP | HVAC | 15500 | Relocate HVAC in demoed areas and existing restrooms | \$ 4,200.00 |
| Salt Lake City, UT 84104 | | | | |
| PROJECT CONTACT | | | | |
| Chris Liddell | | | | |
| CONTACT | | | | |
| Creed Hansen | | | | |
| PREPARED BY: | | | | |
| Kimball Hansen | | | | |
| CONSTRUCTION SCHEDULE | | | | |
| 20 Days | | | | |

GENERAL CONDITIONS: \$ 960.00
OVERHEAD & PROFIT: \$ 2,525.00
TOTAL: \$ 28,735.00

PROJECT NOTES:

EXPLANATIONS:



DA # 24CIV001961

EXHIBIT E

| Termination Date | Termination Amount |
|------------------|--------------------|
| End of month 12 | \$55,614.72 |
| End of month 24 | \$43,327.23 |
| End of Month 36 | \$30,019.88 |
| End of Month 48 | \$15,608.03 |