

**LEASE AGREEMENT**  
**FOR**  
**WASHINGTON FEDERAL BUILDING**

THIS LEASE AGREEMENT (the "Lease") is made and entered into between WASATCH PLAZA HOLDINGS II, LLC, a Utah limited liability company, as landlord ("Landlord"), and the person or entity described below as "Tenant". In consideration of the rents and covenants hereinafter set forth, Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the following described Premises upon the following terms and conditions.

**ARTICLE 1. FUNDAMENTAL LEASE PROVISIONS**

This Lease is made with respect to the following fundamental facts and definitions:

- 1.1** **Date of Lease:** March 20, 2019.
- 1.2** **"Tenant":** Civil Science Inc., a Utah corporation.
- 1.3** **"Property":** All of the property described on Exhibit "B" and the related improvements. The Property includes (i) the twelve story 405 South Main Building located at 405 South Main Street, and the three-story annex building located at 425 South Main Street, Salt Lake City, Utah referred to herein as the "Building" and (ii) the Parking Structure (defined below) located to the east of the Building.
- 1.4** **"Parking Structure":** the approximately 571 stall parking structure (the "Parking Structure") located to the east of the Building.
- 1.5** **"Premises":** Suite 975 of the Building, consisting of 2,660 rentable square feet ("RSF") shown as the crosshatched area on Exhibit "A."
- 1.6** **"Parking":** The right of Tenant set forth in Section 2.4 to park within the Parking Structure. Tenant shall be entitled to four (4) non-reserved parking spaces per one thousand square feet leased at a cost of \$85.00 per month for each such space. The monthly parking rents shall be increased from time to time to reflect market rates.
- 1.7** **"Common Areas":** Those areas described in more detail in Section 22.1 below.
- 1.8** **"Term":** Two (2) years, plus the partial calendar month, if any, during which the Actual Commencement Date occurs.
- 1.9** **"Projected Commencement Date":** June 1, 2019. Tenant shall have the right to occupy the Premises up to three to four (3-4) weeks prior to the Actual Commencement Date.
- 1.10** **"Actual Commencement Date":** The date reflected on the Commencement Date Memorandum.
- 1.11** **"Basic Monthly Rent":**

<u>Period</u>	<u>Base Monthly Rent</u>
06/01/19 - 05/31/20	\$5,320.00
06/01/20 - 05/31/21	\$5,479.60

or as adjusted pursuant to Section 4.2 below.

- 1.12** **"Base Year":** 2019
- 1.13** **"Tenant's Share of Operating Expenses":** Two Point Zero Three percent (2.03%).
- 1.14** **"Prepaid Rent":** Two Thousand Four Hundred and Thirty-eight and 33/100 Dollars (\$2,438.33).
- 1.15** **"Security Deposit":** Five Thousand Twenty-two and 97/100 Dollars (\$5,022.97).
- 1.16** **"Guarantor":** NA

**1.17 Address for Notices and Payment of Rent:**

Landlord: WASATCH PLAZA HOLDINGS II, LLC  
595 Riverwoods Parkway, Suite 400  
Logan, Utah 84321

Tenant: CIVIL SCIENCE INC.  
405 South Main Suite 975  
Salt Lake City, UT 84111

**1.18 Exhibits.** The following Exhibits are attached to and made a part of this Lease:

Exhibit "A"	-	Premises
Exhibit "B"	-	Property
Exhibit "C"	-	Tenant Improvements
Exhibit "D"	-	Rules and Regulations
Exhibit "E"	-	Commencement Date Memorandum
Exhibit "F"	-	Guaranty

**1.19 Additional Terms and Conditions.** NA

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The foregoing provisions of this Article 1 summarize for convenience only certain key terms of this Lease, which terms are sometimes delineated more fully in the Articles and Sections below. In the event of a conflict between the provisions of this Article 1 and the balance of this Lease, the latter shall control.

**ARTICLE 2. PREMISES**

**2.1 Description of Premises.** Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord the Premises described in Section 1.5 above, together with the right in common with others to use the Common Areas, in accordance with the provisions set forth herein.

**2.2 Tenant Improvements.** The respective obligations of Landlord and Tenant to perform the work and supply the necessary materials and labor to prepare the Premises for occupancy are described in detail on Exhibit "C". Landlord and Tenant shall expend all funds and do all acts required of them as described on Exhibit "C" and shall perform or have such work performed promptly and diligently in a first-class and workmanlike manner.

**2.3 Condition of Premises.** Prior to entering into this Lease, Tenant has made a full and complete inspection of the Building and Common Areas. Tenant agrees that Tenant is leasing the Premises, and Tenant accepts the Premises, "AS IS, WHERE IS", including any and all defects, patent, latent or otherwise, with no representation or warranty by Landlord as to the fitness, suitability, habitability, or usability of the Premises, as to compliance of the Premises with any laws, regulations, or ordinances, or as to the presence or absence of any Hazardous Materials (defined below) on, about or adjacent to the Premises. In addition, the Premises are leased subject to current taxes and assessments, reservations in patents and all rights-of-way, easements, covenants, conditions, restrictions, obligations, liens, encumbrances, and liabilities of record as of the date of this Lease, and to all zoning and building code requirements and other governmental laws, rules and regulations.

**2.4 Parking.** Landlord shall make available to Tenant, in the Parking Structure, the unreserved parking spaces as more particularly specified in Section 1.6. Commencing on the Actual Commencement Date and continuing on the first day of each calendar month thereafter, Tenant agrees to pay, as Additional Rent (together with each payment of Basic Monthly Rent) and regardless of the actual number of parking spaces used by Tenant in any given month, the rental for each such parking space to which Tenant is entitled as set forth in Section 1.16 (the "Parking Rent"). All parking spaces which Tenant has leased shall be available for Tenant's use 7 days per week and 24 hours per day during the entire Lease Term, except that Landlord may restrict access to one or more parking spaces from time to time, during such period as Landlord is performing necessary maintenance and repairs in the Parking Structure. Tenant shall not allow its employees or agents to park in uncovered parking spaces overnight during the winter months or use the Parking Structure for storage of vehicles without prior consent of Landlord. Tenant's use of the Parking Structure shall be subject to such rules and regulations, including access controls, as Landlord deems reasonably appropriate from time to time. Landlord shall not be liable to Tenant, nor shall this Lease be affected, if any parking is impaired by moratorium, initiative, referendum, law, ordinance, regulation or order passed, issued or made by any governmental or quasi-governmental body. Landlord or its agents shall, without any liability to Tenant or its employees, agents, contractors licensees and other or invitees ("Occupants"), have the right (but not the obligation) to cause to be removed any automobile that may be wrongfully parked in a prohibited or reserved parking area, and Tenant agrees to indemnify, defend and hold harmless Landlord from and against any and all claims asserted or arising with respect to or in connection with any such removal of an automobile. Tenant shall from time to time, upon request of Landlord, supply Landlord with a list of license plate numbers of all automobiles owned by Tenant or its day-to-day Occupants.

### ARTICLE 3. TERM; COMMENCEMENT DATE

**3.1 Length of Term.** The initial term of this Lease shall be for the period defined as the Term, plus the partial calendar month, if any, occurring after the Actual Commencement Date as set forth in Section 1.10 above and reflected in Exhibit "E" executed upon Tenant's possession of the Premises, if the Actual Commencement Date occurs other than on the first day of a calendar month.

**3.2 Commencement Date; Obligation to Pay Rent.** The Term of this Lease and Tenant's obligation to pay rent hereunder shall commence on the Actual Commencement Date as set forth in Section 1.10 above and reflected on Exhibit "E." In the event of inability of Landlord to deliver possession of the Premises on the Projected Commencement Date set forth in Section 1.9 above, Landlord shall not be liable for any damages resulting from such delay, nor shall such delay affect the validity of this Lease or the obligations of Tenant hereunder, but in such case, Tenant shall not be obligated to pay rent or other monetary sums until the Actual Commencement Date.

**3.3 Acceptance.** Delivery of this Lease, duly executed by Tenant, constitutes an offer to lease the Premises as set forth herein, and under no circumstances shall such delivery be deemed to create an option or reservation to lease the Premises for the benefit of Tenant. This Lease shall become effective and binding only upon execution hereof by both Landlord and Tenant. Upon acceptance of Tenant's offer to lease under the terms hereof and receipt by Landlord of the Rent for the first month of the Term and the Security Deposit, Landlord shall be entitled to retain the sums and apply them to damages, costs and expenses incurred by Landlord if Tenant fails to occupy the Premises. If Landlord rejects the offer, the sums shall be returned to Tenant.

### ARTICLE 4. BASIC MONTHLY RENT; CONSUMER PRICE INDEX ESCALATION

**4.1 Basic Monthly Rent.** Tenant agrees to pay to Landlord the Basic Monthly Rent at such place as Landlord may designate, without prior demand therefor, without offset or deduction and in advance on the first day of each calendar month during the Term, commencing on the Actual Commencement Date. In the event the Actual Commencement Date occurs on a day other than the first day of a calendar month, then the Basic Monthly Rent shall be paid on the Actual Commencement Date for the initial fractional calendar month prorated on a per-diem basis (based upon a thirty (30) day month) and for the first full calendar month occurring after the Actual Commencement Date. In the event such payment date falls on a Saturday, Sunday or legal holiday, such payment shall be due on the last business day prior to the scheduled due date.

#### 4.2 Rent Escalation.

(a) Tenant's Basic Monthly Rent shall be increased on the first anniversary of the Actual Commencement Date and on each anniversary thereafter by 3% per annum.

### ARTICLE 5. TENANT'S RESPONSIBILITY FOR OPERATING EXPENSES; ADDITIONAL RENT; TAXES

Except as specifically noted otherwise herein, it is the intent of both parties that all costs and expenses of every kind relating to the Property be allocated pro rata to tenants of the Property as operating expenses. In furtherance thereof, Tenant shall pay as Additional Rent hereunder, without demand therefor and without set-off or deduction, its proportionate share of expenses and charges as set forth in this Article 5.

#### 5.1 Definitions. The following words and phrases shall have the meanings set forth below:

(a) "Basic Monthly Rent" means the amount set forth in Section 1.11, above, which shall be paid monthly in advance on the first day of the month except for the rent for the partial month occurring if the Actual Commencement Date does not occur on the first day of the month, in which case Basic Monthly Rent for such partial month shall be paid on the Actual Commencement Date and prorated for number of days in such partial month.

(b) "Prepaid Rent" means the amount set forth in Section 1.14 above, which shall be paid by Tenant to Landlord upon execution of this Lease and which shall be applied in satisfaction of the first full payment of the Basic Monthly Rent due hereunder.

(c) "Additional Rent". Tenant shall pay as Tenant's Share of Operating Expenses, Tenant's Percentage of Operating Expenses multiplied by the total dollar increase, if any, in the Operating Expenses paid or incurred by Landlord during the Operating Year over the Operating Expenses paid or incurred by Landlord during the Base Year.

(d) "Operating Expenses" means all actual, reasonable costs and expenses incurred by Landlord in connection with the operation, management and maintenance of the Property and Common Areas and not directly paid by Tenants pursuant to Section 5.7 or Article 8 below and not paid as Additional Rent pursuant to 5.1(c) above, which are: (i) the cost of supplying all utilities for the Building and Common Areas, the cost of operating, maintaining, repairing, renovating and managing the utility systems, mechanical systems, sanitary and storm drainage systems, any elevator and escalator systems, the roof and all other "Systems and Equipment", and the cost of supplies and equipment and maintenance and service contracts in connection therewith; (ii) all Real Estate Taxes and assessments and any tax or assessment levied or charged in lieu thereof; (iii) the cost of snow and trash removal; (iv) the cost of licenses, certificates, permits and inspections, and the cost of contesting the validity or applicability of any governmental enactments which may affect Operating Expenses; (v) the cost of insurance carried by Landlord for the Property, in such amounts as Landlord may reasonably determine, including any commercially reasonable deductibles; (vi) the cost of landscaping, grounds-keeping services, relamping, signage, supplies, tools, equipment and materials, and all fees, charges and other costs (including consulting fees, legal fees and accounting fees) incurred in connection with the management, operation, repair and maintenance of the Property; (vii) costs paid under any management agreement(s) for the Property and a charge for Landlord's accounting and overhead equal to fifteen percent (15%) of the total Operating Expenses; (viii) wages, salaries and other compensation and benefits of all persons engaged in the operation, management, maintenance or security of the Property, and employer's Social Security taxes, unemployment taxes or insurance, and any other taxes which may be levied on such wages, salaries, compensation and benefits; (ix) all expenses and obligations arising in connection with the Declaration (defined below), including the Program Assessment, and any assessment by the Downtown Alliance or imposed by Salt Lake City or any governmental entity as a special assessment or fee and payments under any easement, license, operating agreement, restrictive

covenant, or instrument pertaining to the sharing of costs by the Property; (x) the cost of janitorial service, alarm and security service (if any security service is provided by Landlord), window cleaning, trash removal, replacement of wall and floor coverings, ceiling tiles and fixtures in lobbies, corridors, restrooms and other common or public areas or facilities, maintenance of curbs and walkways and repair to roofs; (xi) any and all levies, charges, fees and/or assessments payable to any owner's association and/or condominium association with respect to the Property; and (xii) amortization (including interest on the unamortized cost) of the cost of acquiring or the rental expense of personal property used in the maintenance, operation and repair of the Building, Property and/or Common Areas. If the Property is not fully occupied during all or a portion of any Expense Year (including the Base Year), Landlord must make an appropriate adjustment to the Operating Expenses for such year or applicable portion thereof, employing sound accounting and management principles, to determine the amount of Operating Expenses that would have been paid had the Property been fully occupied to approximately 95%; and the amount so determined shall be deemed to have been the amount of Operating Expenses for such year, or applicable portion thereof.

All Operating Expenses shall be computed on an annual basis. Operating Expenses shall not include depreciation on the Building or its improvements or amounts paid toward principal of or interest on loans to Landlord. Notwithstanding the foregoing, if certain aspects of Tenant's operation results in a disproportionate use of services typically included in Operating Expenses relative to other tenants, Landlord may require Tenant to provide such services itself and at Tenant's sole cost.

Notwithstanding the foregoing, Operating Expenses shall not include any of the following: Costs incurred by Landlord for alterations, renovations, improvements, decoration or painting and any architectural, legal and/or engineering costs, if any, for other tenants; depreciation; Costs for any improvements which are capital in nature (i.e., are required to be depreciated over useful life pursuant to income tax regulations); repairs or other work occasioned by fire or other casualty for which Landlord is reimbursed by insurance, or by the exercise of eminent domain; leasing or sales commissions, attorneys' fees and other professional fees, costs and disbursements and other expenses incurred in connection with negotiations or disputes with tenants, other occupants, or prospective tenants or occupants of the Building; costs incurred due to violation by Landlord of the terms and conditions of any lease, and penalties (including interest and related costs) for failure to pay taxes when due; overhead and profits increment paid to subsidiaries or affiliates of Landlord for services to the Building to the extent that the costs thereof exceed the competitive costs of such services were they not provided by such subsidiary or affiliate; landlord's general overhead; any compensation paid to clerks, attendants or other persons in commercial concessions operated by Landlord; advertising and promotional expenditures; any costs, fines or penalties incurred due to violations by Landlord of any governmental rule or authority; expenses relating to refinancing or sale of the Building; costs of correcting code violations prior to Commencement Date; costs of repairing any items covered by warranty or guaranty; expenses in connection with services or benefits provided to other tenants or occupants of the Building but not Tenant; and cost of utility or other services, if any, separately provided to vacant space or premises occupied by other tenants, or which are separately metered to the Premises.

(d) "Estimated Operating Expenses" means the projected amount of Operating Expenses for any given Operating Year as estimated by Landlord, in its sole discretion.

(e) "Tenant's Share of Operating Expenses" means the result obtained by multiplying the excess of Operating Expenses paid or incurred by Landlord during the Operating Year over the Operating Expenses paid or incurred by Landlord during the Base Year by Tenant's Percentage of Operating Expenses. Tenant's Share of Operating Expenses for any fractional calendar year shall be calculated by determining Tenant's Share of Operating Expenses for the relevant calendar year and then prorating such amount over the fractional period of such calendar year plus any additional amounts charged directly to Tenant on account of a disproportionate use of services or pursuant to Article 8 below.

(f) "Tenant's Estimated Share of Operating Expenses" means the result obtained by multiplying the excess of Estimated Operating Expenses over the Operating Expenses paid or incurred by the Landlord during the Base Year by Tenant's Percentage of Operating Expenses. Tenant's Estimated Share of Operating Expenses for any fractional calendar year shall be calculated by determining Tenant's Estimated Share of Operating Expenses for the relevant calendar year and then prorating such amount over the fractional period of such calendar year.

(i) "Real Estate Taxes" means all taxes, assessments, levies and charges, whether special, extraordinary or otherwise, whether foreseen or unforeseen, which may be levied, assessed or imposed upon, on account of or with respect to the ownership of and/or all other taxable interests in the Property. The amount of annual Real Estate Taxes shall be based on the most current notice(s) of assessment of tax bill(s) concerning the Property or any part thereof, or, if there are none, such amount as Landlord may reasonably estimate. In the event any special assessment is permitted by the taxing authority to be paid in installments, then for purposes of calculating Tenant's contributions to taxes, Landlord shall be deemed to have elected to pay the same in the maximum number of installments permitted, and Tenant's obligation to pay for special assessments hereunder shall be limited to only those installments which are attributable to a calendar year during which this Lease is in effect, even though the same may become due and payable after the expiration of the term of this Lease. If Landlord secures a rebate or refund of any taxes during the Lease term, then Landlord shall pay to Tenant Tenant's proportionate share of such rebate or refund after paying all reasonable costs and expenses of securing the rebate or refund, including reasonable attorneys' fees.

(j) "Utilities" means all water, gas, electricity and all other utilities used on or consumed in the Building and Common Areas.

(k) "Systems and Equipment" shall mean any plant, machinery, transformers, duct work, cable, wires, and other equipment, facilities, and systems designed to supply heat, ventilation, air conditioning and humidity or any other services or utilities, or comprising or serving as any component or portion of the electrical, gas, steam, plumbing, sprinkler, communications, alarm, security, or fire/life safety systems or equipment, or any other mechanical, electrical, electronic, computer or other systems or equipment which serve the Common Areas in whole or in part.

## **5.2 Statement of Operating Expenses and Estimated Operating Expenses.**

(a) After the expiration of any Operating Year, Landlord shall furnish Tenant with a written statement showing in reasonable detail the computation of Tenant's Share of Operating Expenses for such year and the amount by which such amount exceeds or is less than the amounts paid by Tenant during such year pursuant to Subsection 5.3(1) hereof.

(b) Landlord shall also furnish Tenant at any time and from time to time, in its sole discretion, a written statement showing in reasonable detail the computation of Tenant's Estimated Share of Operating Expenses.

## **5.3 Payment of Additional Rent.** Tenant shall pay as additional rent ("Additional Rent") the following amounts at the times indicated:

(a) With each payment of Basic Monthly Rent made pursuant to Article 4 hereof, Tenant shall pay to Landlord, without offset or deduction, one-twelfth (1/12th) of Tenant's Estimated Share of Operating Expenses as specified in the last written statement delivered to Tenant pursuant to Subsection 5.2(b) hereof.

(b) Within thirty (30) days after delivery of the written statement referred to in Subsection 5.2(a) hereof, Tenant shall pay to Landlord, without offset or deduction, the amount by which Tenant's Share of Operating Expenses, as specified in such written statement, exceeds the amount of Operating Expenses actually paid by Tenant for the year at issue. Payments by Tenant shall be made pursuant to this Subsection 5.3(b) notwithstanding that a statement pursuant to Subsection 5.2(a) is furnished to Tenant after the expiration of the Term.

(c) If the written statement delivered pursuant to Subsection 5.2(a) hereof indicates that the amount actually paid by Tenant pursuant to Subsection 5.3(a) hereof for any year exceeds Tenant's Share of Operating Expenses and Tenant's Share of Taxes and Utilities for the same year, Landlord, at its election, may either (i) pay the amount of such excess to Tenant, or (ii) apply such excess against any amount payable by Tenant hereunder.

(d) No failure by Landlord to require the payment of Additional Rent by Tenant for any period shall constitute a waiver of Landlord's right to collect such Additional Rent for such period or for any subsequent period.

**5.4 Resolution of Disagreement.** Every statement given by Landlord pursuant to Section 5.2 hereof shall be conclusive and binding upon Tenant unless within fifteen (15) days after the receipt of such statement Tenant notifies Landlord that it disputes the correctness thereof, specifying the particular respects in which the statement is claimed to be incorrect. Pending the determination of such dispute by agreement between Landlord and Tenant, Tenant shall, within thirty (30) days after receipt of such statement, pay Additional Rent in accordance with Landlord's statement, and such payment shall be without prejudice to Tenant's position. If the dispute shall be determined in Tenant's favor, Landlord shall forthwith apply the amount of Tenant's overpayment of rents resulting from compliance with Landlord's statement, without interest being due thereon, in accordance with Subsection 5.3(c) hereof. Landlord agrees to grant to an independent certified public accountant retained by Tenant reasonable access to Landlord's books and records for the purpose of verifying Operating Expenses incurred by Landlord, at Tenant's sole expense.

**5.5 Limitation.** Nothing contained in this Article 5 shall be construed so as to reduce the installments of Basic Monthly Rent payable hereunder below the amount set forth in Article 1 hereof.

**5.6 Tenant's Direct Payments.** Tenant shall be solely responsible for and shall pay before delinquency all municipal, county, state or federal taxes assessed during the term of this Lease against any personal property or fixtures of any kind owned by or placed in, upon or around the Premises by Tenant or against the leasehold created hereby. Should the taxing authorities include in Real Estate Taxes the value of any improvements made by Tenant, or include machinery, equipment, fixtures, inventory or other personal property of Tenant, then Tenant shall also pay such Real Estate Taxes for such items. Tenant shall reimburse to Landlord, within thirty (30) days of receipt of a demand therefor, any and all such taxes paid by Landlord, whether or not now customary or within the contemplation of the parties hereto; (a) upon, allocable to, or measured by the area of the Premises or on the rent payable hereunder, including, without limitation, any gross income tax or excise tax levied by the State, any political subdivision thereof, City or Federal Government with respect to the receipt of such rent; or (b) upon or with respect to the possession, leasing, operation, management, maintenance, alteration, repair, use or occupancy by Tenant of the Premises, or any portion thereof; or (c) upon or measured by the value of Tenant's personal property, equipment or fixtures located in the Premises; or (d) upon this transaction or any documents to which Tenant is a party creating or transferring an interest or an estate in the Premises.

## **ARTICLE 6. SECURITY DEPOSIT**

**6.1 Deposit.** Tenant has deposited with Landlord the Security Deposit as security for the faithful performance by Tenant of all of the terms, covenants and conditions required to be performed by Tenant hereunder. The Security Deposit shall be returned to Tenant (or, at Landlord's option, to the last assignee of Tenant's interest hereunder) after the expiration of this Lease and delivery of possession of the Premises to Landlord if, at such time, Tenant has performed fully and faithfully all of the terms, covenants and conditions hereof. In the event of termination of Landlord's interest in this Lease, Landlord shall transfer or credit the Security Deposit to Landlord's successor in interest, and Landlord shall thereupon be released from any liability for the return of the Security Deposit or the accounting therefor. Prior to the time when Tenant is entitled to any return of the Security Deposit, Landlord may intermingle the Security Deposit with its own funds and use the Security Deposit for such purposes as Landlord may determine. Tenant shall not be entitled to any interest on the Security Deposit.

**6.2 Default.** If Tenant is in default, as set forth in Section 18.1, or any other provision herein, Landlord may use, apply or retain all or any part of the Security Deposit for the payment of any monetary obligation due hereunder or to compensate Landlord for any other reasonable expense or cost which Landlord may expend, or any loss or damage which Landlord may suffer, by reason of Tenant's default under the terms hereof, including any damages or deficiency in the reletting of the Premises. If any portion of the Security Deposit is so used or applied, regardless

of whether such use or application is before or after Tenant has ceased to occupy the Premises, Tenant shall, within five (5) days after written demand therefor, deposit with Landlord cash in an amount sufficient to restore the Security Deposit to its original amount.

## ARTICLE 7. USE

**7.1 Use of Premises.** Possession of the Premises will be delivered to Tenant on the Actual Commencement Date. Tenant shall not use or permit the Premises or any part thereof to be used for any purposes other than for operation of any legally allowed business operations allowed by local governmental authority approved for the Premises.

### 7.2 Prohibition of Certain Activities or Uses.

- (a) Tenant shall not do or permit anything to be done in the Building or on the Property which may:
- (i) Increase the existing rate or violate the provisions of any insurance carried with respect to the Building, the Property or any of the contents thereof.
  - (ii) Create any public or private nuisance, commit waste or disturb the quiet enjoyment of any other occupant of the Building or the Property.
  - (iii) Violate any present or future law, ordinance, regulation or requirement of any governmental authority or any restriction or covenant existing with respect to the Property. The judgment of any court of competent jurisdiction or the admission of Tenant in any action, whether or not Landlord is a party thereto, that Tenant has violated any governmental law, ordinance, regulation or requirement shall be conclusive of that fact as between Landlord and Tenant. The foregoing sentence shall, under no circumstances, be construed so as to create or confer upon Tenant or any other person or entity any rights whatsoever with respect to Landlord.
  - (iv) Overload the floors or otherwise damage the structure of the Building or any other part of the Property
  - (v) Constitute an improper, immoral or objectionable purpose.
  - (vi) Increase the cost of electricity, natural gas or other utility service beyond that level permitted by Article 8 below.
  - (vii) Subject Landlord or any other tenant to any liability to any third party.
- (b) Tenant shall not bring into or permit the placing within the Premises of any machine, personal property or fixture heavier than customarily used in connection with the purposes permitted in Section 7.1.
- (c) Tenant shall not place any holes in any part of the Premises or place any exterior signs or interior drapes, blinds or similar items visible from outside the Premises without the prior written consent of Landlord.
- (d) Tenant shall not use, generate, manufacture, produce, store, treat, dispose or permit the escape on, under, about or from the Premises, the Property, or any part thereof, of any asbestos or any flammable, explosive, radioactive, hazardous, toxic, contaminating, polluting matter, waste, or substance or related injurious materials, whether injurious by themselves or in combination with other materials (collectively, "Hazardous Materials"). Further, Tenant shall not use, generate, manufacture, produce, store, treat, dispose or permit the escape on, under, about or from the Premises, the Property or any part thereof of any material, substance, or chemical which is regulated by any federal, state or local law, rule, ordinance or regulation (collectively, "Regulated Materials"). Notwithstanding the foregoing, in the event Tenant's permitted use of the Premises requires the use and/or storage of any Hazardous Materials and/or Regulated Materials on, under or about the Premises, Tenant shall provide written notice to Landlord, prior to final execution of the Lease, of the identity of such materials and Tenant's proposed plan for the use, storage and disposal of such materials; such use, storage and disposal shall be subject to Landlord's approval, in Landlord's sole discretion. In the event Landlord approves the proposed use, storage and disposal of specific Hazardous Materials and/or Regulated Materials in the Premises, Tenant may use and store upon the Premises such approved materials only in accordance with the proposed plan. Notwithstanding the foregoing, small amounts of Hazardous Materials and Regulated Materials may be used or stored on the Premises for general office purposes in such quantities as do not constitute a violation of any Environmental Law and do not require any permits.

### 7.3 Affirmative Obligations With Respect to Use.

 Tenant shall, at its sole cost and expense:

- (a) Comply with all present and future governmental laws, ordinances, regulations and requirements.
- (b) Comply with the requirements of any board of fire underwriters or other similar body relating to the Premises, excluding structural changes caused by improvements which are the responsibility of Landlord.
- (c) Keep the Premises in a reasonably clean and orderly condition, free of objectionable noises, odors or nuisances.
- (d) Comply with all laws, rules, regulations, statutes and ordinances with respect to the use and storage of Hazardous Materials and Regulated Materials, including, without limitation, the removal and disposal of such Hazardous Materials and/or Regulated Materials at the expiration or earlier termination of the Lease Term even if Landlord has approved the use and storage of such materials. Notwithstanding anything to the contrary contained in this Lease, in the event any of the equipment installed by Tenant to serve the Premises such as, but not limited to, refrigerators or supplemental HVAC systems utilizing refrigerants containing chlorofluorocarbons ("CFCs"), Landlord, in its sole discretion, shall have the option to require Tenant to remove such equipment at the expiration or earlier termination of the Lease Term. In addition, Tenant shall be responsible for compliance with all laws, rules, regulations, statutes and ordinances with respect to such equipment and/or the use of CFCs which may include the removal and disposal of such equipment.

**7.4 Suitability.** Tenant acknowledges that except as expressly set forth in this Lease, including all riders and exhibits to this Lease, neither Landlord nor any other person has made any representation or warranty with respect to the Premises or any other portion of the Building, the Common Areas or the Property or improvements thereto, nor has Landlord agreed to undertake any modification, alteration or improvement thereof. Specifically, but not in limitation of the foregoing, no representation has been made or relied upon concerning the suitability of the Premises or any other portion of the Building, the Common Areas or the Property or improvements thereto for the conduct of Tenant's business.

**7.5 Occupancy of Remainder of Property.** Landlord does not make any representation or warranty as to occupancy of any portion of the Property by Landlord, its affiliates, or any third party during the Lease Term.

## ARTICLE 8. UTILITIES AND SERVICE

**8.1 Obligations of Landlord.** During the Term, Landlord agrees to cause to be furnished to the Premises during customary business hours and during generally recognized business days, in such manner as is customary in similar buildings in the same geographical areas, as determined by Landlord, the following utilities and services (the cost of which shall be included within Operating Expenses):

(a) Electricity, water, gas and sewer service.

(b) Telephone connection to the core space on the floor on which the Premises are located, but not including wiring from the core, telephone stations and equipment (it being expressly understood and agreed that Tenant shall be responsible for the ordering and installation of telephone lines and equipment which pertain to the Premises).

(c) Heat, air conditioning and lighting to such extent and to such levels as, in Landlord's sole judgment, are reasonably required for the comfortable use and occupancy of the Premises, subject however to any limitations imposed by any government agency. The parties hereto agree and understand that such heat and air conditioning and lighting will be provided Monday through Friday from 8:00 a.m. to 6:00 p.m., and Saturday from 8:00 a.m. to 12:00 noon only. No heat or air conditioning shall be provided on holidays. At Tenant's request and upon Landlord's approval, which may be withheld for any reason or for no reason, Landlord shall furnish heat and air conditioning services at other times as requested by Tenant; provided, that Tenant shall pay the entire cost thereof, at the current rate of \$8 per hour for electrical and \$18 per hour for HVAC services as Additional Rent, notwithstanding the fact that such services may also benefit portions of the Building or the Property other than the Premises.

(d) Snow and trash removal service.

(e) Landscaping and groundskeeping service.

(f) Elevator and escalator service.

(g) Janitorial service five (5) days per week, holidays excluded; provided, that if Tenant's floor covering or other improvements are other than standard for the Property, Tenant shall pay the additional cleaning costs attributable thereto as Additional Rent upon presentation of a written statement relating thereto by Landlord.

### 8.2 Tenant's Obligations.

(a) Tenant shall arrange and pay for, prior to delinquency, the entire cost and expense of all wiring from the core of the floor on which the Premises are located, telephone stations, equipment and use charges and all other materials and services not expressly required to be provided and paid for by Landlord pursuant to the provisions hereof.

(b) Tenant will provide its own security for the Premises, as determined by Tenant to be necessary or appropriate. Landlord is not required to provide any security for the Property or any part thereof or the Common Areas, and if Landlord should, from time to time, provide any security measures for any such area, Tenant expressly acknowledges and agrees that such measures are intended solely for the benefit of Landlord and the Protection of Landlord's property, that while certain incidental benefits may accrue to Tenant therefrom, any such security is not for the purpose of protecting either the property of Tenant or the safety of its employees, agents, representatives, contractors, or invitees, that Landlord may discontinue such measures at any time, and that Landlord is assuming no obligation to Tenant on account of providing any such measures and shall have no liability arising therefrom. Any other provision of this Lease to the contrary notwithstanding, Landlord shall have absolutely no liability with respect to any threat to safety, personal injury, death, damage, theft or loss to Tenant, its employees, agents, representatives, contractors, or invitees or to the property of any of the foregoing occurring anywhere in the Premises or on the Property, including the Parking Structure, or the sidewalks, streets, and other access ways within or adjoining or serving the Property.

### 8.3 Additional Limitations.

(a) Tenant will not, without the prior written consent of Landlord, (i) use any apparatus or device on the Premises which will in any way or to any extent cause consumption of electricity or water greater than is customary for general office tenants, or (ii) connect any apparatus or device with electrical current or water pipes, for the purpose of using electricity or water, except through existing electrical outlets or water pipes, as the case may be, in the Premises. Without limiting the generality of the foregoing, Landlord shall provide adequate heating and air conditioning based upon the following parameters within each and every walled-off area in the Premises: (i) such space will be occupied by not more than one (1) person for each 150 square feet of rentable area; (ii) lighting in such space will generate not more than two (2) watts per square foot of rentable area; and (iii) the electricity consumed in such space will not exceed a load of one (1) watt per square foot of rentable area.

(b) If Tenant requires water or electricity in excess of that designed for the loads discussed in Subsection 8.3(a), Tenant shall first procure the written consent of Landlord for the use thereof, which consent Landlord may refuse in its reasonable discretion, and Landlord may cause a water or electric meter, as the case may be, to be installed in the Premises in order to measure the amount of water and electricity consumed for any such use. The cost of any such meters and of installation, maintenance and repair thereof shall be paid promptly by Tenant and Tenant agrees to pay Landlord promptly upon demand therefor for all such water and electricity consumed as shown by said meters at the rates charges for such services by Salt Lake City or the local public utility furnishing the same, as the case may be, plus any reasonable additional expenses incurred in keeping account of the water and electricity so consumed.

(c) If heat generating machines or devices are used in the Premises which affect the temperature otherwise maintained by the air-conditioning system, Landlord reserves the right to install additional or supplementary air-conditioning units for the Premises, and the entire cost of installing, operating, maintaining and repairing the same shall be paid by Tenant to Landlord promptly upon demand therefor by Landlord.

**8.4 Limitation on Landlord's Liability.** Landlord shall not be liable for, and Tenant shall not be entitled to terminate this Lease to effectuate any abatement or reduction of rent or to collect any damages by reason of, Landlord's failure to provide or furnish any of the utilities or services set forth in Section 8.1 hereof if such failure was occasioned by any strike or labor controversy, any act or default of Tenant, or any cause beyond the reasonable control of Landlord; provided, however, that if such delay or service interruption continues for a period in excess of fifteen (15) consecutive days and such delay or interruption renders the Premises or any portion thereof untenable for Tenant's normal business operations other than any such interruption caused by the Tenant's act or default, the rent shall thereafter be abated in proportion to the unusable portion of the Premises. In no event shall Landlord be liable for loss or injury to persons or property, however arising, occurring in connection with or attributable to any failure to furnish such utilities or services even if within the control of Landlord, the cost of which shall be included within Operating Expenses.

## ARTICLE 9. MAINTENANCE AND REPAIRS; ALTERATIONS; ACCESS

**9.1 Maintenance and Repairs by Landlord.** Landlord shall maintain in good order, condition and repair the Building, excluding the Premises and those other portions of the Building leased, rented or otherwise occupied by persons not affiliated with Landlord. Landlord shall supply and pay for normal janitorial and cleaning services reasonably required to keep the Property, excluding those portions of the Property leased, rented or otherwise occupied by persons not affiliated with Landlord, in a clean, sanitary and orderly condition, the cost and expense of which shall be included in Operating Expenses.

**9.2 Maintenance and Repairs by Tenant.** Tenant, at Tenant's sole cost and expense and without prior demand being made therefor, shall maintain the Premises in good order, condition and repair, reasonable wear and tear excepted, including, without limitation, the following: electric light bulbs (but not including lights used in fixtures originally installed in the Premises); the interior surfaces of the ceilings, walls and floors; all doors; interior and exterior windows; and all equipment and fixtures installed by or at the expense of Tenant. In the event that Tenant fails to maintain the Premises in good order, condition and repair, Landlord shall give Tenant notice to do such acts as are reasonably required to so maintain the Premises. In the event that Tenant fails to promptly commence such work and diligently prosecute it to completion, Landlord shall have the right to do such acts and expend such funds at the expense of Tenant as are reasonably required to perform such work. Any amount so expended by Landlord shall be paid by Tenant promptly upon demand therefor with interest thereon from the date of such expenditure at the greater of (i) the prime rate then charged by Wells Fargo Bank, Northwest, N.A. plus five percent (5%), or (ii) eighteen percent (18%) per annum (the "Interest Rate"). Landlord shall have no liability to Tenant for any damage, inconvenience or interference with the use of the Premises by Tenant as a result of performing any such work. Tenant expressly and irrevocably waives the benefit or applicability of any statute now or hereafter in effect which would otherwise afford Tenant the right to make repairs at Landlord's expense or to terminate this Lease because of Landlord's failure to keep the Premises in good order, condition and repair.

**9.3 Alterations.** Except as set forth on Exhibit "C", Tenant shall not make or cause to be made any alterations, additions or improvements to the Premises without first obtaining Landlord's written approval of (i) the work and (ii) the contractor which will perform the same, which consent may be withheld in Landlord's reasonable discretion. Tenant shall present to Landlord written plans and specifications for such work and the proposed contract with the contractor at the time such approval is sought. In the event Landlord consents to the making of any alterations, additions or improvements, such work shall be performed (a) in a first-class and workmanlike manner and diligently prosecuted to completion so that, except as absolutely necessary during the course of such work, the Premises shall at all times be a complete operating unit; (b) strictly in accordance with all laws and ordinances relating thereto; and (c) in a manner that will not obstruct access to any portion of the Property. If Landlord authorizes persons requested by Tenant to perform such work, prior to the commencement of any such work, Tenant shall on request deliver to Landlord copies of all building permits and approvals required by law and certificates issued by applicable insurance companies evidencing that workers' compensation, public liability and property damage insurance are in force and effect and are maintained by all contractors and subcontractors engaged by Tenant to perform such work; provided, that such insurance shall be in amounts, with companies and on forms which are satisfactory to Landlord, in its sole discretion. Each certificate representing such insurance shall provide that such insurance may not be canceled without fifteen (15) days' prior written notice to Landlord. Upon completion of the work, a supplemental certificate of occupancy will be delivered to Landlord evidencing that all required governmental approvals with respect to the work have been granted. Any alterations, additions or improvements to the Premises, including, but not limited to, wallcovering, paneling and built-in cabinet work, but excepting movable furniture and equipment, shall at once become a part of the Building and shall be surrendered with the Premises unless Landlord otherwise elects at the end of the term hereof.

**9.4 Landlord's Access to Leased Premises.** Landlord shall have the right to place, maintain and repair all utility equipment of any kind in, upon and under the Premises as may be necessary for the servicing of the Premises and any other portion of the Property. Landlord also shall have the right to enter the Premises at all times in order to inspect the same, to supply janitorial service and any other service to be provided by Landlord to Tenant hereunder, to exhibit the Premises to prospective purchasers, mortgagees, tenants and lessees, and to make such repairs, additions, alterations or improvements as Landlord may deem desirable. Landlord shall be allowed to take all material upon the Premises that may be required therefor, provided such does not materially interfere with the operation of Tenant's business. Tenant hereby expressly waives any claim for damages for any injury or inconvenience to or interference with tenant's business, any loss of occupancy or quiet enjoyment of the Premises, and any other loss occasioned thereby. Landlord shall at all times have and retain a key with which to unlock all the doors in, upon

and about the Premises, excluding Tenant's vaults and safes Landlord shall have the right to use any and all means which Landlord may deem proper to open such doors in an emergency in order to obtain entry to the Premises. Any entry to the Premises obtained by Landlord shall not under any circumstances be construed or deemed to be a forcible or unlawful entry into or detainer of the Premises or an eviction of Tenant from the Premises or any portion thereof. During the three (3) months prior to the expiration of this Lease or of any renewal term hereof, Landlord may place upon the Premises "To Let," "For Sale" or other similar signs which Tenant shall not obstruct in any way and shall permit to remain thereon.

#### ARTICLE 10. LIENS

Tenant shall keep the Building and the Property free from any liens arising out of work performed on or materials furnished to the Premises or obligations incurred by tenant and shall indemnify, hold harmless and defend Landlord from any liens and encumbrances arising out of any work performed or materials furnished by or at the direction of Tenant. In the event that within ten (10) days following the imposition of any such lien or encumbrance Tenant shall not cause such lien or encumbrance to be released of record by payment or posting of a proper bond, Landlord shall have, in addition to all other remedies provided herein and by law, the right, but not the obligation, to cause the same to be released by such means as it shall deem proper, including payment of the attorneys' fees and costs and all such costs and expenses shall be payable to Landlord by Tenant upon demand with interest thereon at the Interest Rate. Landlord shall have the right at all times to post and keep posted on the Property any notices permitted or required by law, or which Landlord shall deem proper, for the protection of Landlord and the Property and any other party having an interest therein from mechanics' and materialmen's liens, and Tenant shall give to Landlord at least ten (10) business days' prior written notice of the expected date of commencement of any work relating to alterations or additions to the Premises.

#### ARTICLE 11. ASSIGNMENT

**11.1 Assignment Prohibited.** Tenant shall not transfer, assign, mortgage or hypothecate this Lease, in whole or in part, permit the use of the Premises by any person or persons other than Tenant, its employees, customers and others having lawful business with Tenant or sublet the Premises or any part thereof, without the prior written consent of Landlord in each and every instance, which may be withheld by Landlord, in its sole discretion. Such prohibition against assigning or subletting shall include any assignment or subletting by operation of law. Any transfer of this Lease from Tenant by merger, consolidation, transfer of assets or liquidation shall constitute an assignment for purposes of this Lease. In the event that Tenant is a corporation, an unincorporated association or a partnership, the transfer, assignment or hypothecation of any stock or interest in such corporation, association or partnership in the aggregate in excess of forty-nine percent (49%) shall be deemed an assignment within the meaning of this Section 11.1. Any acceptance by Landlord of any rent or other payment hereunder following a purported assignment or sublease shall not be deemed a consent to any such assignment or sublease or a waiver of any rights and remedies of Landlord under this Lease. If Tenant shall desire Landlord's consent to any transfer, Tenant shall notify Landlord in writing, which notice (the "Transfer Notice") shall include (i) the proposed effective date of the transfer, which shall not be less than thirty (30) days nor more than one hundred eighty (180) days after the date of delivery of the Transfer Notice, (ii) a description of the portion of the Premises to be transferred (the "Subject Space"), (iii) all of the terms of the proposed transfer, the name and address of the proposed transferee, and a copy of all existing and/or proposed documentation pertaining to the proposed transfer, including all existing operative documents to be executed to evidence such transfer or the agreements incidental or related to such transfer, (iv) current financial statements of the proposed transferee certified by an officer, member, partner or owner thereof, and (v) such other information as Landlord may reasonably require.

**11.2 Consent Required.** Any assignment or subletting without Landlord's consent shall be void and shall constitute an automatic Default hereunder without the need for any notice of such Default. Such Default, at the option of Landlord, shall result in acceleration or termination of this Lease or the exercise of Landlord's other remedies hereunder. Consent to any assignment or subletting shall not operate as a waiver of the necessity for consent to any subsequent assignment or subletting and the terms of such consent shall be binding upon any person holding by, under or through Tenant. Consent by Landlord will be evidenced by an instrument in writing in form satisfactory to Landlord. Each assignee or subtenant will agree in writing to assume, to be bound by, and to perform the terms, covenants and conditions of this Lease to be done kept and performed by Tenant. No such assignment or subletting will release Tenant from Tenant's obligations to Landlord under this Lease unless Landlord so agrees in writing. The parties hereby agree that it shall be reasonable under this Lease and under any applicable law for Landlord to withhold consent to any proposed transfer where one or more of the following apply, without limitation as to other reasonable grounds for withholding consent:

**11.2.1** The transferee is of a character or reputation or engaged in a business which is not consistent with the quality of the Building.

**11.2.2** The transferee intends to use the Subject Space for purposes which are not permitted under this Lease.

**11.2.3** The transferee is either a governmental agency or instrumentality thereof.

**11.2.4** The transfer will result in more than a reasonable and safe number of occupants per floor within the Subject Space.

**11.2.5** The transferee is not a party of reasonable financial worth and/or financial stability in light of the responsibilities involved under the Lease on the date consent is requested.

**11.2.6** The proposed transfer would cause Landlord to be in violation of another lease or agreement to which Landlord is a party, or would give an occupant of the Property a right to cancel its lease.

**11.2.7** Either the proposed transferee, or any person or entity which directly or indirectly, controls, is controlled by, or is under common control with, the proposed transferee, (i) occupies space in the Building or Parking Retail at the time of the request for consent, (ii) is negotiating with Landlord to lease space in the Building or Parking Retail at such time, or (iii) has negotiated with Landlord during the

twelve (12)-month period immediately preceding the Transfer Notice.

If Landlord consents to any transfer pursuant to the terms of this Section 11.2 (and does not exercise any recapture rights Landlord may have under Section 11.4 of this Lease), Tenant may within three (3) months after Landlord's consent, but not later than the expiration of said three-month period, enter into such transfer of the Premises or portion thereof, upon substantially the same terms and conditions as are set forth in the Transfer Notice furnished by Tenant to Landlord pursuant to Section 11.1 of this Lease, provided that if there are any changes in the terms and conditions from those specified in the Transfer Notice (i) such that Landlord would initially have been entitled to refuse its consent to such transfer under this Section 11.2, or (ii) which would cause the proposed transfer to be more favorable to the transferee than the terms set forth in Tenant's original Transfer Notice, Tenant shall again submit the transfer to Landlord for its approval and other action under this Article 11 (including Landlord's right of recapture, if any, under Section 11.4 of this Lease).

**11.3 Transfer Premium.** If Landlord consents to a sublease, as a condition thereto which the parties hereby agree is reasonable, Tenant shall pay to Landlord any "Transfer Premium," as that term is defined in this Article 11.3, received by Tenant from such Transferee. "Transfer Premium" shall mean one half of all rent, additional rent or other consideration payable by such transferee in excess of the Rent and Additional Rent payable by Tenant under this Lease on a per rentable square foot basis, after deducting the reasonable expenses incurred by Tenant for any brokerage commissions in connection with the transfer (the "Subleasing Costs"). "Transfer Premium" shall also include, but not be limited to, key money and bonus money paid by transferee to Tenant in connection with such transfer, and any payment in excess of fair market value for services rendered by Tenant to transferee or for assets, fixtures, inventory, equipment, or furniture transferred by Tenant to transferee in connection with such transfer.

**11.4 Landlord's Option as to Subject Space.** Notwithstanding anything to the contrary contained in this Article 11, Landlord shall have the option, by giving written notice to Tenant within thirty (30) days after receipt of any Transfer Notice, to recapture the Subject Space. Such recapture notice shall cancel and terminate this Lease with respect to the Subject Space as of the date stated in the Transfer Notice as the effective date of the proposed transfer. If this Lease shall be canceled with respect to less than the entire Premises, the Rent reserved herein shall be prorated on the basis of the number of rentable square feet retained by Tenant in proportion to the number of rentable square feet contained in the Premises, and this Lease as so amended shall continue thereafter in full force and effect, and upon request of either party, the parties shall execute written confirmation of the same. If Landlord declines, or fails to elect in a timely manner to recapture the Subject Space under this Section 11.4, then, provided Landlord has consented to the proposed transfer, Tenant shall be entitled to proceed to transfer the Subject Space to the proposed transferee, subject to the provisions of the last paragraph of Article 11.2 of this Lease.

**11.5 Termination Upon Proposed Assignment.** If Tenant requests Landlord's consent to an assignment of this Lease or to a subletting of the whole or any part of the Premises, Tenant shall submit to Landlord the terms thereof, the name of the proposed assignee or subtenant, such information relating to the subletting (which effective date of such proposed assignment or subletting, the "Effective Date") shall be neither less than sixty (60) days nor more than one hundred and twenty (120) days following the date of Tenant's submission of such information). Upon receipt of such request and all such information from Tenant, Landlord shall have the right, exercisable by notice in writing within fourteen (14) days after such receipt, to terminate this Lease if the request is to assign this Lease or to sublet all of the Premises or, if the request is to sublet a portion of the Premises only, to terminate this Lease with respect to such portion of the entire Premises, in each case as of the Effective Date. Such right to terminate shall be for any reason whatsoever in the sole discretion of Landlord, including but not limited to the right to retain any and all profits of such assignment or sublease. If Landlord shall exercise such termination right, Tenant shall surrender possession of the entire Premises or the affected portion, as the case may be, on the Effective Date in accordance with the provisions of Article 20 hereof. If this Lease shall be terminated as to a portion of the Premises only, the rent payable by Tenant hereunder shall be abated proportionately, commencing as of the Effective Date, based upon the percentage of the Premises as to which this Lease has been terminated.

**11.6 Landlord's Right in Event of Assignment.** If this Lease is assigned or if the Premises or any portion thereof are sublet or occupied by any person other than Tenant, Landlord may collect rent and other charges from such assignee or other party, and apply the amount collected to the rent and other charges reserved hereunder, but such collection shall not constitute consent or waiver of the necessity of consent to such assignment, subletting or other transfer, nor shall such collection constitute the recognition or acceptance of such assignee, subtenant or other party as Tenant hereunder or a release of Tenant from the further performance of all of the covenants and obligations of Tenant herein contained. No consent by Landlord to any assignment, subletting or other transfer by Tenant shall relieve Tenant of any obligation to be performed by Tenant hereunder, whether occurring before or after such consent, assignment, subletting or other transfer. In the event that Landlord shall consent to any assignment, subletting or other transfer hereunder, Tenant shall pay to Landlord reasonable fees incurred in connection with the processing of documents necessary to the giving of such consent and Landlord shall have the right to impose an additional Security Deposit on the assignee or sublessee based on the credit worthiness of such tenant.

**11.7 No Assignment.** Under no circumstances shall any right of first offer, right of first refusal, right to renew or right to expand held by Tenant be assignable by Tenant.

## ARTICLE 12. INDEMNITY

**12.1 Indemnification by Tenant.** Tenant shall indemnify Landlord and save it harmless from and against any liability and expense (a) arising from any occurrence upon the Property, including the Parking Structure, or from the occupancy or use by Tenant of the Property or the Building or the Parking Structure occasioned wholly or in part by any act or omission of Tenant or its Occupants; or (b) arising from any breach or default in the performance of any obligation on Tenant's part to be performed under the terms of this Lease, including all attorneys' fees, expenses and liabilities incurred in the defense of any claim or proceeding brought thereon. In case any proceeding is brought against Landlord by reason of any such claim, Tenant, upon notice from Landlord, shall defend the same at Tenant's expense by counsel reasonably satisfactory to Landlord.

**12.2 Indemnification by Landlord.** Landlord shall indemnify Tenant and save it harmless from and against any liability and expense (a) arising from any occurrence upon the Property, including the Parking Structure, or from the occupancy or use by any tenant other than Tenant of the Property or the Building or the Parking Structure occasioned wholly or in part by any act or omission of Landlord, its employees, agents, contractors or representatives; or (b) arising from any breach or default in the performance of any obligation on Landlord's part to be performed under the terms of this Lease, including all attorneys' fees, expenses and liabilities incurred in the defense of any claim or proceeding brought thereon. In case any proceeding is brought against Tenant by reason of any such claim, Landlord, upon notice from Tenant, shall defend the same at Landlord's expense by counsel reasonably satisfactory to Tenant.

**12.3 Release of Landlord.** Landlord shall not be liable at any time for any loss or damage suffered by Tenant which is caused by the acts or omissions of persons occupying or using the Building or Parking Structure or any other portion of the Property or Common Area. Tenant, as a material part of the consideration hereof to Landlord, hereby expressly assumes all risk of damage to the Property and the Building or Common Area, and releases Landlord, to the full extent permitted by law, from all claims of every kind resulting in any loss or damage, and waives all claims in respect thereof against Landlord. Landlord shall not be liable for any loss incurred by Tenant or its Occupants or any other person in or about the Property or Common Area caused by or resulting from fire, steam, electricity, gas, water or rain which may leak or flow from or into any part of the Property or Common Area, or from the breakage, leakage, obstruction or other defects of the pipes, sprinklers, retention or detention ponds, reservoirs or tanks, wires, appliances, plumbing, air-conditioning or lighting fixtures of the same, whether the loss results from conditions arising upon the Property or Common Area, or from other sources.

**12.4 Notice.** Tenant shall give prompt notice to Landlord in case of fire or accidents in the Building, Parking Structure or any other part of the Property, or of defects therein or in any fixtures or equipment located thereon.

**12.5 Litigation.** In case either party, without fault on its part, shall be made a party to any litigation commenced by or against the other party, that party shall protect and hold the not-at-fault-party harmless and shall pay all costs, expenses, and reasonable attorneys' fees incurred therein.

#### ARTICLE 13. INSURANCE

**13.1 Coverage.** Tenant shall, at all times during the term of this Lease, and at its own cost and expense, procure and continue in force the following insurance coverage:

(a) Bodily Injury and Property Damage Liability insurance with a combined single limit for bodily injury and property damage of not less than \$2,000,000.

(b) Fire and Extended Coverage Insurance, including vandalism and malicious mischief coverage, in an amount equal to the full replacement value of all fixtures, furniture and improvements installed by or at the expense of Tenant.

**13.2 Insurance Policies.** The aforementioned minimum limits of policies shall in no event limit the liability of Tenant hereunder. The aforesaid insurance shall name Landlord as an additional insured. Said insurance shall be with companies having a rating of not less than AX in "Best's Insurance Guide." Tenant shall furnish from the insurance companies or cause the insurance companies to furnish to Landlord certificates of coverage on the Actual Commencement Date and thereafter within thirty (30) days prior to the expiration of each policy. No such policy shall be cancelable or subject to reduction of coverage or other modification or cancellation except after thirty (30) days' prior written notice to Landlord by insurer. All such policies shall be written as primary policies, not contributing with and not in excess of the coverage which Landlord may carry. Tenant shall, at least twenty (20) days prior to the expiration of such policies, furnish Landlord with renewals or binders. Tenant agrees that if Tenant does not take out and maintain such insurance, Landlord may (but shall not be required to) procure said insurance on Tenant's behalf and charge Tenant the premiums together with a twenty-five percent (25%) handling charge, payable upon demand. Tenant shall have the right to provide such insurance coverage pursuant to blanket policies obtained by Tenant, provided such blanket policies expressly afford coverage to the Premises, Parking Structure and to Tenant as required by this Lease.

**13.3 Subrogation.** Landlord and Tenant waive any rights each may have against the other on account of any loss or damage occasioned to Landlord or Tenant, as the case may be, to their respective property, arising from any risk covered or which could be covered by fire and extended coverage insurance or casualty insurance and each party hereto, on behalf of its respective insurance company's insuring its said property against any such loss, hereby waives any right of subrogation that it may have against the other party. Any insurance policies herein required to be procured by Tenant shall contain an express waiver of any right of subrogation by the insurer against Landlord.

**13.4 Lender.** Any mortgage lender interested in any part of the Property or improvements may, at Landlord's option, be afforded coverage under any policy required to be secured by Tenant hereunder, by use of a mortgagee's endorsement to the policy concerned.

## ARTICLE 14. DAMAGE OR DESTRUCTION

**14.1 Landlord's Obligations.** If the Premises shall be partially damaged by any casualty insured against under any insurance policy maintained by Landlord, Landlord shall, upon receipt of insurance proceeds, repair the Premises. Until such repair is complete, the Basic Monthly Rent and Additional Rent shall be abated proportionately as to that portion of the Premises rendered untenantable, if any. Notwithstanding the foregoing, if (a) by reason of such occurrence the Premises are rendered wholly untenantable; (b) the Premises are damaged as a result of a risk which is not covered by insurance; (c) the Premises are damaged in whole or in part during the last six (6) months of the term hereof or of any renewal hereof; (d) insurance proceeds or a portion thereof are applied by the lender to the satisfaction of Landlord's mortgage on the Property; or (e) the Premises or the Building (whether the Premises are damaged or not) is damaged to the extent of fifty percent (50%) or more of the then-monetary value thereof, Landlord may either elect to repair the damage or may cancel this Lease by notice of cancellation within sixty (60) days after such event and thereupon this Lease shall expire, and Tenant shall vacate and surrender the Premises to Landlord. Tenant's liability for rent upon the termination of this Lease shall cease as of the date of the occurrence of such casualty. In the event Landlord elects to repair any such damage, any abatement of rent shall end five (5) days after notice by Landlord to Tenant that the Premises have been repaired; provided, however, that if the damage is caused by the negligence of Tenant or its Occupants there shall be no abatement of rent. Except for abatement of rent, if any, Tenant shall have no claim against Landlord for any damage suffered by reason of any such damage, destruction, repair or restoration, nor shall Tenant have the right to terminate this Lease as the result of any statutory provision now or hereafter in effect pertaining to the damage and destruction of the Premises or the Building, except as expressly provided herein. The proceeds of all insurance carried by Tenant on its property and fixtures shall be held in trust by Tenant for the purpose of said repair and replacement.

**14.2 Tenant's Obligation.** Landlord shall not be required to repair any injury or damage caused by fire or any other cause, or to make any restoration or replacement of any paneling, decoration, partition, railing, floor covering, office fixture or any other improvement or property installed in the Premises by Tenant or at the direct or indirect expense of Tenant. Unless this Lease is terminated by Landlord pursuant to Section 14.1 hereof, Tenant shall be required to restore or replace such improvements and property in the event of injury or damage to at least a condition equal to that existing prior to the destruction or casualty.

## ARTICLE 15. CONDEMNATION

**15.1 Total Condemnation.** If the whole of the Premises shall be acquired or taken by condemnation proceeding, this Lease shall cease and terminate as of the date of title vesting in such proceeding.

**15.2 Partial Condemnation.** If any part of the Premises shall be acquired or taken by condemnation proceeding, and such partial taking shall render that portion not so taken unsuitable for the business of Tenant, then this Lease shall cease and terminate as of the date of title vesting in such proceeding. If such partial taking does not render the Premises unsuitable for the business of Tenant, this Lease shall continue in effect except that the Basic Monthly Rent and Additional Rent shall be reduced in the same proportion that the portion of the Premises (including basement, if any) taken bears to the total rented area of the Premises immediately prior to the taking. Landlord shall, upon receipt of the award in condemnation, make all necessary repairs or alterations to the Building in which the Premises are located; provided, however, that Landlord shall not be required to expend for such work an amount in excess of the amount received by Landlord as damages for the part of the Premises so taken. "Amount received by Landlord" shall mean that part of the award in condemnation which is free and clear to Landlord of any amount returned by mortgage lenders for the value of the diminished fee.

**15.3 Landlord's Option to Terminate.** If more than twenty percent (20%) of the Building shall be acquired or taken by condemnation proceeding, Landlord may, by written notice to Tenant, terminate this Lease. If this Lease is terminated as provided in this Section 15.3, rent shall be paid up to the day that possession is so taken by public authority and Landlord shall make an equitable refund of any rent paid by Tenant in advance.

**15.4 Award.** Tenant shall not be entitled to and expressly waives all claim to any condemnation award for any taking, whether whole or partial and whether for diminution in value of the leasehold or to the fee, and assigns to Landlord all rights of Tenant, if any, to receive such award, although Tenant shall have the right, to the extent that the same shall not reduce Landlord's award, to claim from the condemnor, but not from Landlord, such compensation as may be recoverable by Tenant in its own right for damages to Tenant's business and fixtures.

**15.5 Definition.** As used in this Article 15, the term "condemnation proceeding" means any action or proceeding in which any interest in the Premises is taken for any public or quasi-public purpose by any lawful authority through exercise of the power of eminent domain or right of condemnation or by purchase or otherwise in lieu thereof.

## ARTICLE 16. LANDLORD'S RIGHT TO CURE

In the event of any noncompliance hereunder by Landlord, Tenant shall, before exercising any right or remedy available to it, give Landlord written notice, to include email or text, of such noncompliance. If prior to its giving such notice Tenant has been notified in writing (by way of Notice of Assignment of Rents and Leases by execution of a subordination agreement, or otherwise) of the address of a lender which has furnished any of the financing referred to in Article 17 hereof, concurrently with giving the aforesaid notice to Landlord, Tenant shall, by registered mail, transmit a copy thereof to such lender. For the thirty (30) days following the giving of the notice(s) required by the foregoing portion of this Article 16 (or such longer period of time as may be reasonably required to cure a matter which, due to its nature, cannot reasonably be rectified within thirty (30) days, Landlord shall have the right to cure the noncompliance involved. If Landlord has failed to effect such cure within such period, any such lender shall have an additional thirty (30) days within which to cure the same or, if such default cannot be cured within that period, such additional time as may be necessary, if within such additional thirty (30) day period said lender has commenced and is diligently pursuing the actions or remedies necessary to cure the noncompliance involved (including, but not limited to, commencement and prosecution of proceedings to foreclose or otherwise exercise its rights under its mortgage or other security instrument, if necessary to effect such cure), in which event this Lease shall not be terminated by Tenant so long as such actions or remedies are being diligently pursued by said lender. Landlord shall not be liable to Tenant for any default under this Lease which occurs after the sale of the Building or Property by Landlord, and Tenant

agrees that its rights with respect to any such default, if asserted, shall be asserted against Landlord's successor in interest, and not against Landlord.

#### ARTICLE 17. SUBORDINATION; AMENDMENT; ATTORNMENT

**17.1 Subordination.** This Lease, at Landlord's option, shall be subordinate to any existing or future mortgage, deed of trust, ground lease or declaration of covenants (regarding maintenance and use of any areas contained in any portion of the Building), declaration of planned unit development, including, without limitation, the Declaration, any and all advances made under any mortgage or deed of trust and all renewals, modifications, amendments, consolidations, replacements and extensions thereof. Tenant agrees that with respect to any of the foregoing documents, no documentation, other than this Lease, shall be required to evidence such subordination. If any holder of a mortgage or deed of trust shall elect to have this Lease superior to the lien of its mortgage or deed of trust and shall give written notice thereof to Tenant, this Lease shall be deemed prior to such mortgage or deed of trust or to the date of recording thereof. Tenant agrees to execute such documents which may be required by Landlord to confirm such subordination or priority within ten (10) days of request therefor from Landlord, and should Tenant fail to do so within such time period, Tenant does hereby make, constitute and irrevocably appoint Landlord as Tenant's attorney-in-fact and in Tenant's name, place and stead to do so, and such power of attorney shall be deemed to be coupled with an interest. Tenant shall not subordinate its interests hereunder or in the Premises to any lien or encumbrance other than those encumbrances described in this Section 17.1 without the prior written consent of Landlord. Any such unauthorized subordination by Tenant shall be void and of no force or effect whatsoever.

**17.2 Amendment.** Tenant agrees that from time to time it shall, if so requested by Landlord and if doing so will not materially and adversely affect Tenant's interests hereunder, join with Landlord in amending this Lease so as to meet the needs or requirements of any lender which is considering making or which has made a loan secured by the Property or the Building.

**17.3 Attornment.** Any sale, assignment or transfer of Landlord's interest under this Lease or in the Premises, including any such disposition resulting from Landlord's default under a debt obligation, shall be subject to this Lease and Tenant shall attorn to Landlord's successors and assigns and shall recognize such successors or assigns as Landlord under this Lease, regardless of any rule of law to the contrary or absence of privity of contract.

#### ARTICLE 18. DEFAULT, REMEDIES; ABANDONMENT; PAST SUMS DUE; PENALTY

**18.1 Default by Tenant.** Upon the occurrence of any of the following events or any other event identified in this Lease as an event of Default, Landlord shall have the remedies set forth in Section 18.2:

- (a) Tenant fails to pay any installment of Basic Monthly Rent or Additional Rent or any other sum due hereunder when the same shall be due.
- (b) Tenant fails to perform any other term, condition, or covenant to be performed by it pursuant to this Lease within thirty (30) days after written notice of such failure to perform shall have been given to Tenant by Landlord or if cure would reasonably require more than thirty (30) days to complete if Tenant fails to commence performance within the thirty (30) day period or fails to diligently pursue such cure to completion.
- (c) Tenant or any guarantor of this Lease shall become bankrupt or insolvent or file any debtor proceedings or have taken against such party in any court pursuant to state or federal statute, a petition in bankruptcy or insolvency, reorganization, or appointment of a receiver or trustee; or Tenant petitions for or enters into an arrangement; or suffers this Lease to be taken under a writ of execution.
- (d) If an abandonment of the Premises by Tenant has occurred, as defined in Section 78-36-12.3 of the Utah Code Ann. (or similar replacement provision).
- (e) Tenant makes an unauthorized assignment of this Lease or enters into any unauthorized sublease.

**18.2 Remedies.** Upon the occurrence of the events set forth in Section 18.1 or any other event identified in this Lease as an event of Default, Landlord shall have all remedies accorded it at law or equity including without limitation termination of this Lease, acceleration of all rents due hereunder during the Term of the Lease and any other remedy specifically provided for hereunder. In the event of termination, Tenant shall immediately surrender the Premises to Landlord, and if Tenant fails to do so, Landlord may, pursuant to applicable law, without prejudice to any other remedy which it may have for possession or arrearages in rent, enter upon and take possession of the Premises and expel or remove Tenant and any other person who may be occupying the Premises or any part thereof, without being liable for prosecution or any claim or damages therefor; and Landlord may recover from Tenant the following:

- (a) The worth at the time of award of any unpaid rent which has been earned at the time of such termination; plus
- (b) The worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that Tenant proves could have been reasonably avoided; plus
- (c) The worth at the time of award of the amount by which the unpaid rent for the balance of the Lease Term after the time of award exceeds the amount of such rental loss that Tenant proves could have been reasonably avoided; plus
- (d) The worth at the time of award of the amount of any unamortized concessions given by Landlord including but not limited to rent abatement, tenant improvements and commissions paid; plus
- (e) Any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure

to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom, specifically including but not limited to, brokerage commissions and advertising expenses incurred, expenses of remodeling the Premises or any portion thereof for a new tenant, whether for the same or a different use, and any special concessions made to obtain a new tenant; and

(f) At Landlord's election, such other amounts in addition to or in lieu of the foregoing as may be permitted from time to time by applicable law.

The term "rent" as used in this Section 18.2 shall be deemed to be and to mean all sums of every nature required to be paid by Tenant pursuant to the terms of this Lease, whether to Landlord or to others, including Basic Monthly Rent and Additional Rent. As used in Sections 18.2(a) and (b), above, the "worth at the time of award" shall be computed by allowing interest at the Interest Rate set forth in Section 18.5 below. As used in Section 18.2(c) above, the "worth at the time of award" shall be computed by discounting such amount at the discount rate of Wells Fargo Bank, Northwest, N.A. at the time of award plus one percent (1%).

**18.3** Landlord may continue the Lease in effect after Tenant's breach or abandonment and recover rent as it becomes due. Accordingly, if Landlord does not elect to terminate this Lease on account of any default by Tenant, Landlord may, from time to time, without terminating this Lease, enforce all of its rights and remedies under this Lease, including the right to recover all rent as it becomes due.

**18.4** Landlord may, but shall not be obligated to, make any such payment or perform or otherwise cure any such obligation, provision, covenant or condition on Tenant's part to be observed or performed (and may enter the Premises for such purposes). In the event of Tenant's failure to perform any of its obligations or covenants under this Lease, and such failure to perform poses a material risk of injury or harm to persons or damage to or loss of property, then Landlord shall have the right to cure or otherwise perform such covenant or obligation at any time after such failure to perform by Tenant, whether or not any such notice or cure period herein has expired. Any such actions undertaken by Landlord pursuant to the foregoing provisions of this Section 18.4 shall not be deemed a waiver of Landlord's rights and remedies as a result of Tenant's failure to perform and shall not release Tenant from any of its obligations under this Lease.

**18.5 Past Due Sums; Service Fee.** Except as otherwise expressly provided in Section 9.2 and Article 10 hereof, if Tenant fails to pay, when the same is due and payable, any sum required to be paid by it hereunder, such unpaid amounts shall bear interest from the due date thereof to the date of payment at a fluctuating rate equal to the Interest Rate. In addition thereto, a service fee of five percent (5%) of each such unpaid amount shall be automatically added to the payment if Tenant fails to pay such payment within five (5) days from the date such payment is due. Notwithstanding the foregoing, Landlord's right concerning such interest and service fee shall be limited by the maximum amount which properly may be charged by Landlord for such purposes under applicable law.

#### ARTICLE 19. SECURITY AGREEMENT

As additional security for performance of Tenant's obligations under this Lease, Tenant hereby grants to Landlord a security interest in and to all of the personal property and fixtures, including, without limitation, all furniture, goods, equipment, machinery, trade fixtures documents, instruments, general intangibles, chattel paper and accounts of Tenant situated on or attached to the Premises, as security for the payment of all sums due hereunder. Tenant shall execute such documents as Landlord may require to evidence such security interest, including, without limitation, Form UCC-1's to be filed in the Office of the Recorder of the County in which the Building is located and with the Utah Department of Corporations and Commercial Code. If Tenant is in default under this Lease, the property in which Landlord has a security interest shall not be removed from the Premises (except to the extent such property is replaced with an item of equal or greater value) without the consent of Landlord. It is intended by the parties hereto that this Lease shall have the effect of a security agreement with respect to such property, and upon the occurrence of an event of default, as set forth in Section 18.1 hereof, Landlord may exercise the rights of a secured party now or hereafter existing under the Uniform Commercial Code of the State of Utah.

#### ARTICLE 20. PROVISIONS APPLICABLE AT TERMINATION OF LEASE

**20.1 Surrender of Premises.** Upon the expiration of this Lease, Tenant shall peaceably surrender the Premises to Landlord "broom clean," in good order and condition, ordinary wear and tear and loss by fire (unless caused by Tenant, its agents, servants, employees or invitees) excepted, and shall deliver all keys to Landlord. Before surrendering the Premises, Tenant shall remove all of its personal property and trade fixtures and such property and the removal thereof shall in no way damage the Premises, and Tenant shall be responsible for all costs, expenses and damages incurred in the removal thereof. All movable personal property of Tenant not removed from the Premises upon the abandonment thereof or upon the termination of this Lease for any cause whatsoever shall conclusively be deemed to have been abandoned and may be appropriated, sold, stored, destroyed or otherwise disposed of by Landlord without notice to Tenant or any other person and without any obligation to account therefor. Tenant shall pay Landlord all expenses incurred in connection with the disposition of such property in excess of any amount received by Landlord in connection therewith. No surrender of the Premises shall be effected by Landlord's acceptance of the keys or of the rent or by any other means whatsoever without Landlord's written acknowledgment of such acceptance as a surrender.

**20.2 Repair of Damage.** Tenant agrees to repair any damage to the Property or the improvements or Common Area caused by or in connection with the removal of any articles of personal property, business or trade fixtures, machinery, equipment, cabinetwork, furniture, movable partition or permanent improvements or additions, including without limitation thereto, repairing the floor and patching and painting the walls where required by Landlord to Landlord's reasonable satisfaction, all at Tenant's sole cost and expense. Tenant shall indemnify Landlord against any loss or liability resulting from delay by Tenant in so surrendering the Premises, including without limitation thereto, any claims made by any succeeding tenant founded on such delay.

**20.3 Holding Over.** Because unauthorized holding over after the expiration of the term hereof or of any renewal term will cause substantial damage to Landlord which cannot be estimated at the time of execution of the Lease, any such holding over shall be construed to be a tenancy from month-to-month at two (2) times the Basic Monthly Rent and at all other sums, rents and charges herein specified (pro rated on a monthly basis) and shall, so far as possible, otherwise be on the terms specified herein. Tenant shall be responsible for any claims made by any succeeding tenant founded on Tenant's holdover or delay in vacating the Premises and Tenant hereby indemnifies Landlord for any such claims.

## ARTICLE 21. ESTOPPEL CERTIFICATE

**21.1 Landlord's Right to Estoppel Certificate.** Tenant shall, within five (5) business days after Landlord's request therefor, execute and deliver to Landlord an Estoppel Certificate in recordable form addressed to Landlord and its mortgage lenders and/or purchasers and setting forth the following: (a) a ratification of this Lease; (b) the Actual Commencement Date and termination date hereof; (c) a certification that this Lease is in full force and effect and has not been assigned, modified, supplemented or amended (except by such writing as shall be stated) and that this Lease represents the entire agreement between Landlord and Tenant; (d) that all conditions under this Lease to be performed by Landlord have been satisfied; (e) that there are no defenses or offsets against the enforcement of this Lease by Landlord, or, in the alternative, those claimed by Tenant; (f) the amount of advance rent, if any (or none if such is the case) paid by Tenant; (g) the date to which rent has been paid; (h) the amount of Basic Monthly Rent, if any, that has been paid in advance and the amount of security deposited with Landlord; and (i) such other information as Landlord (or its mortgagees or potential purchasers of the Premises) may reasonably request. In the event that Tenant fails within five (5) days after Landlord has delivered to Tenant an Estoppel Certificate pursuant to this Section 21.1 to properly execute and deliver the same to Landlord, Tenant shall be deemed to have consented to such Estoppel Certificate as written. Landlord's mortgage lenders and/or purchasers shall be entitled to rely upon such declaration.

**21.2 Effect of Failure to Provide Estoppel Certificate.** Tenant's failure to furnish any Estoppel Certificate pursuant to Section 21.1 hereof within fifteen (15) days after request is made by Landlord therefor shall be deemed an automatic Default hereunder and, moreover, it shall be conclusively presumed that (a) this Lease is in full force and effect without modification in accordance with the terms set forth in the request; (b) there are no breaches or defaults on the part of Landlord hereunder; and (c) no more than one month's rent has been paid in advance.

## ARTICLE 22. COMMON AREAS

**22.1 Definition of Common Areas.** "Common Areas" means all areas, space, equipment and special services provided for the joint or common use and benefit of the tenants or Occupants of the Building or the Property, including without limitation, the following: atriums; parking ramp and parking areas, access roads; driveways; retaining walls; landscaped areas; serviceways; loading docks; pedestrian walks; courts; stairs, ramps and sidewalks; common corridors, monuments, water features, lobby elevators and escalators, restrooms, air conditioning, fan, janitorial, electrical and telephone rooms or closets; and all other areas within the Building and the Property which are not specified for exclusive use or occupancy by Landlord or any tenant (whether or not they are leased or occupied). The helipad is not a part of the Common Area.

**22.2 License to Use Common Areas.** The Common Areas shall be available for the common use of all Occupants of the Building and shall be used and occupied under a revocable license. If any such license shall be revoked, or if the amount of such areas shall be changed or diminished, Landlord shall not be subject to any liability nor shall Tenant be entitled to any compensation or diminution or abatement of rent nor shall revocation or diminution of such areas be deemed constructive or actual eviction. All Common Areas shall be subject to the exclusive control and management of Landlord. Landlord shall have the right to (a) construct, maintain and operate lighting and other facilities on the Common Areas; (b) police the same; (c) change the area, level, location and arrangement of parking areas and other facilities located thereon; (d) restrict parking by tenants, their officers, agents and employees; (e) close all or any portion of the Common Areas to such extent as may be legally sufficient to prevent a dedication thereof or the accrual of any right to any person or the public therein; and (f) close temporarily all or any portion of the parking facilities to discourage non-occupant parking. Landlord shall operate and maintain the Common Areas in such manner as Landlord in its discretion shall determine, shall have full right and authority to employ and discharge all personnel with respect thereto, and shall have the right, through reasonable rules, regulations and/or restrictive covenants promulgated by it from time to time, to control use and operation of the Common Areas in order that the same may occur in a proper and orderly fashion. Except as specifically provided otherwise herein, Tenant shall be responsible for its own signage costs and expenses.

## ARTICLE 23. SIGNS, AWNINGS AND CANOPIES

Tenant shall not place or suffer to be placed or maintained on any exterior door, wall or window of the Premises, or elsewhere on the Property, any sign, awning, marquee, decoration, lettering, attachment, canopy, advertising matter or other thing of any kind, and will not place or maintain any decoration, lettering or advertising matter on the glass of any window or door of the Premises without first obtaining Landlord's written approval. Tenant shall maintain such sign, awning, canopy, decoration, lettering, advertising matter or other things as may be approved in good condition and repair at all times. Landlord may, at Tenant's cost, and without liability to Tenant, enter the Premises and remove any item erected in violation of this Article 23. Landlord shall provide lobby directory and suite identification signage at Landlord's expense.

## ARTICLE 24. LANDLORD'S RESERVED RIGHTS

Without liability to Tenant (except for damages caused by reckless or willful misconduct of Landlord or its agent), Landlord shall have the right at any time or from time to time to (a) upon at least twenty (20) days' prior notice to Tenant, change the name or street address of the Building; (b) without notice, install and maintain signs on the exterior of the Building or any part of the Property; (c) upon notice to Tenant, enter the Premises and perform any obligation of Tenant hereunder which Tenant has failed to perform satisfactorily; (d) without notice, make changes, alterations and additions to the Building, Parking Structure or Property; (e) without notice or consent of Tenant sell or mortgage the Building, Parking Structure or Property and exhibit the Premises to prospective tenants, mortgagees and purchasers upon reasonable notice; (f) without notice, enter into the Premises to take such measures as Landlord may deem advisable for the safety, security and welfare of the Building, Parking Structure and their Occupants and, for such purposes, to bring into and through the Premises or any part of the Property, all required tools, equipment and materials and to temporarily suspend the use of doors, corridors or other facilities of the Building or Parking Structure; and (g)

upon ninety (90) days' prior notice, relocate Tenant to a location on the Property reasonably comparable to the Premises and lease such new location to Tenant under the terms and conditions of this Lease. If Landlord elects to relocate Tenant pursuant to this Article 24, Landlord shall tender the new location to Tenant in substantially the same condition as the Premises were in when tendered to Tenant. Tenant shall not in such event claim or be allowed any damages for injury, inconvenience, business interruption or lost profits occasioned thereby and shall not be entitled to terminate this Lease.

#### ARTICLE 25. RULES AND REGULATIONS

The rules and regulations set forth on Exhibit "D" are hereby made a part of this Lease. Landlord may from time to time amend, modify, delete or add rules and regulations for the use and care of the Building and the Property. Such amendment, modification, deletion or addition shall be effective upon notice thereof to Tenant from Landlord. Tenant will cause its employees, agents, or any other persons permitted by Tenant to occupy or enter the Premises to at all times abide by all of such rules and regulations. In the event of any breach of any of such rules or regulations, Landlord may exercise any or all of the remedies in this Lease which are provided for in the event of default by Tenant and may, in addition, exercise any remedies available at law or in equity including the right to enjoin any breach of such rules and regulations. No act performed by Landlord or its agents during the term of the Lease to enforce such rules and regulations shall constitute an eviction of Tenant by Landlord, nor shall it be deemed an acceptance or surrender of the Premises. Landlord shall not be responsible to Tenant for the failure by any other tenant or person to observe any such rules and regulations.

#### ARTICLE 26. MISCELLANEOUS PROVISIONS

**26.1 No Partnership.** Landlord does not by this Lease, in any way or for any purpose, become a partner or joint venturer of Tenant in the conduct of its business or otherwise.

**26.2 Force Majeure.** Landlord shall be excused for the period of any delay in the performance of any obligations hereunder when prevented from so doing by cause or causes beyond Landlord's control, including labor disputes, civil commotion, war, governmental regulations or controls, fire or other casualty, inability to obtain any material or service or acts of God.

**26.3 Notices.** Any notice, demand, request, or other instrument which may be or is required to be given under this Lease shall be delivered in person or sent facsimile or by United States certified or registered mail, postage prepaid and shall be addressed as set forth on the first page of this Lease. Either party may designate such other address as shall be given by written notice.

**26.4 Captions; Attachments.**

(a) The captions to the Articles and Sections of this Lease are for convenience of reference only and shall not be deemed relevant in resolving questions of construction or interpretation under this Lease.

(b) Exhibits referred to in this Lease and any addenda, riders and schedules attached to this Lease shall be deemed to be incorporated in this Lease as though a part hereof.

**26.5 Recording.** Tenant shall not record this Lease or a memorandum thereof without the written consent of Landlord. Landlord, at its option and at any time, may file this Lease or a memorandum hereof for record with the Recorder of the County in which the Property is located.

**26.6 Partial Invalidity.** If any provision of this Lease or the application thereof to any person or circumstance shall to any extent be invalid, the remainder of this Lease or the application of such provision to persons or circumstances other than those as to which it is held invalid shall not be affected thereby and each provision of this Lease shall be valid and enforced to the fullest extent permitted by law.

**26.7 Broker's Commissions.** Landlord is represented by Wasatch Commercial Management. Tenant is represented by Colliers International.

**26.8 Tenant Defined; Use of Pronouns.** The word "Tenant" shall be deemed and taken to mean each and every person or party executing this document as a Tenant hereunder. If there is more than one person or organization set forth on the signature line as Tenant, their liability hereunder shall be joint and several. If there is more than one Tenant, any notice required or permitted by the terms of this Lease may be given by or to any one Tenant, and shall have the same force and effect as if given by or to all Tenants. The use of the neuter singular pronoun to refer to Landlord or Tenant shall be deemed a proper reference even though Landlord or Tenant may be an individual, partnership, corporation or a group of two or more individuals, partnerships or corporations. The necessary grammatical changes required to make the provisions of this Lease apply in the plural sense where there is more than one Landlord or Tenant and to corporations, associations, partnerships, individuals, males or females, shall in all instances be assumed as though in each case fully expressed.

**26.9 Provisions Binding, etc.** Except as otherwise provided, all provisions herein shall be binding upon and shall inure to the benefit of the parties, their legal representatives, heirs, successors and assigns. Each provision to be performed by Tenant shall be construed to be both a covenant and a condition, and if there shall be more than one Tenant, they shall all be bound, jointly and severally, by such provisions. In the event of any sale or assignment (except for purposes of security or collateral) by Landlord of the Property, the Premises or this Lease, Landlord shall, from and after the Actual Commencement Date (irrespective of when such sale or assignment occurs), be entirely relieved of all of its obligations hereunder and such obligations shall, as of the time of such sale or assignment or on the Actual Commencement Date, whichever is later, automatically pass to Landlord's successor in interest.

**26.10 Entire Agreement, etc.** This Lease and the Exhibits, Riders and/or Addenda, if any, attached hereto, constitute the entire agreement between the parties. Any guaranty attached hereto is an integral part of this Lease and constitutes consideration given to Landlord to enter into this Lease. Any prior conversations or writings are merged herein and extinguished. No subsequent amendment to this Lease shall be binding

upon Landlord or Tenant unless reduced to writing and signed. This Lease becomes effective as a lease only upon execution and delivery thereof by Landlord to Tenant.

**26.11 Recourse by Tenant.** Anything in this Lease to the contrary notwithstanding, Tenant agrees that it shall look solely to current rents, issues, profits and other income Landlord receives from the Building, net of current operating expenses, liabilities, reserves and debt service, for the collection of any judgment (or other judicial process) requiring the payment of money by Landlord in the event of any default or breach by Landlord with respect to any of the terms, covenants and conditions of this Lease to be observed and/or performed by Landlord, and no other assets of Landlord shall be subject to levy, execution or other procedures for the satisfaction of Tenant's remedies. Tenant hereby waives, to the extent permitted by law, any right to satisfy any such money judgment from any other asset of Landlord.

**26.12 Choice of Law.** This Lease shall be governed by and construed in accordance with the laws of the State of Utah and Tenant hereby consents to jurisdiction and venue in the state and federal courts of the county of Salt Lake, State of Utah.

**26.13 Time of Essence.** Time is of the essence of this Lease.

**26.14 Waiver.** No failure by either party to insist upon the strict performance of any covenant, duty agreement or condition of this Lease or to exercise any right or remedy consequent upon a breach thereof shall constitute a waiver of any such breach or of such or any other covenant, agreement, term or condition. Either party may, by notice delivered in the manner provided in this Lease, but shall be under no obligation to, waive any of its rights or any conditions to its obligations hereunder, or any duty, obligation or covenant of the other party. No waiver shall affect or alter the remainder of this Lease but each and every other covenant, agreement, term and condition hereof shall continue in full force and effect with respect to any other then existing or subsequently occurring breach.

**26.15 Rights and Remedies.** The rights and remedies of Landlord shall not be mutually exclusive and the exercise of one or more of the provisions of this Lease shall not preclude the exercise of any other provisions. Tenant confirms that damages at law may be an inadequate remedy for a breach or threatened breach by Tenant of any of the provisions hereof. Landlord's rights and Tenant's obligations hereunder shall be enforceable by specific performance, injunction or any other equitable remedy, but nothing herein contained is intended or shall limit or affect any rights at law or by statute or otherwise of Landlord against Tenant for a breach or threatened breach of any provision hereof, it being the intention by this Section to make clear the agreement of the parties hereto and the rights of Landlord and obligations of Tenant hereunder shall be enforceable in equity as well as at law or otherwise.

**26.16 Authorization.** Each individual executing this Lease does hereby represent and warrant to each other party hereto that he/she has been duly authorized to execute and deliver this Lease in the capacity and for the entity set forth herein and that all necessary corporate action has been taken to authorize his/her execution and delivery of this Lease on behalf of such entity.

**26.17 Dispute Resolution.** Any and all disputes arising out of or related to this agreement or the parties' performance hereunder shall be submitted to mediation before a mutually-acceptable mediator prior to initiation of litigation or any other binding or adjudicative dispute resolution process. The parties shall: (i) mediate in good faith; (ii) exchange all documents which each believes to be relevant and material to the issue(s) in dispute; (iii) exchange written position papers stating their position on the dispute(s) and outlining the subject matter and substance of the anticipated testimony of persons having personal knowledge of the facts underlying the dispute(s), and; (iv) engage and cooperate in such further discovery as the parties agree or mediator suggests may be necessary to facilitate effective mediation. Mediator, venue, and related costs shall be shared equally by the parties. Venue of the mediation shall be the state wherein the Property is located. In the event the parties are unable to agree upon a mediator, the mediator shall be appointed by a court of competent jurisdiction. This provision shall be specifically enforceable according to its terms, including but not limited to an action to compel mediation. The prevailing party in any action to enforce in whole or in part this mediation clause shall be entitled to reimbursement of attorneys fees and costs incurred in said action.

**26.17 Attorneys' Fees.** In the event that at any time during the term of this Lease either Landlord or Tenant institutes any action or proceeding against the other relating to the provisions of this Lease or any default hereunder, the unsuccessful party in such action or proceeding shall reimburse the successful party for the reasonable expenses of such action including reasonable attorneys' fees incurred therein by the successful party.

**26.18 Successors.** This Lease shall inure to the benefit of any successors or assigns of Landlord to the same extent as if such party were named as Landlord herein. Landlord shall not be liable to Tenant for any default or breach under this Lease which occurs after the sale of the Property or Premises by Landlord.

**26.19 Counterparts and Facsimile.** This Lease may be executed in counterparts, each of which shall be deemed an original, but all counterparts shall constitute one instrument after execution of one original by each party hereto. Facsimile transmission of any signed original document and retransmission of any signed facsimile transmission, shall be the same as delivery of an original.

**26.20 Financial Statements.** No more than once every calendar year, Landlord may request and Tenant shall provide current financial statements including but not limited to a Balance Sheet and an Income Statement. Any such disclosure by Tenant will remain confidential, will be used exclusively by LL for its business purposes as it relates to Tenant's tenancy, and the disclosed financial statements and Balance Sheet will not be disclosed to any third party.

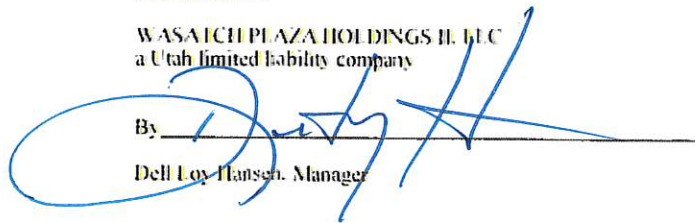
IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease on the day and year first set forth above.

[Signatures Appear on the Following Page]

Date 4/15/2019

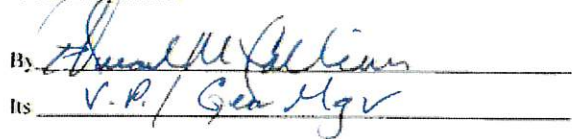
**LANDLORD:**

WASATCH PLAZA HOLDINGS II, LLC  
a Utah limited liability company

By   
Dell Loy Hansen, Manager

Date 4/2/19

**TENANT:**  
CIVIL SCIENCE INC.  
A Utah corporation

By   
Its V.P. / Gen Mgr

STATE OF UTAH )  
COUNTY OF \_\_\_\_\_ )

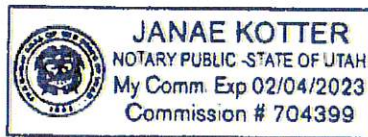
On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared before me Dell Loy Hansen, personally known to me or proved to me on the basis of satisfactory evidence, and who, being by me duly sworn, did say that he is the Manager of Wasatch Plaza Holdings II, LLC and that said document was signed by him in behalf of said limited liability company by authority of its bylaws, and limited liability company by authority of its operating agreement, and said Dell Loy Hansen acknowledged to me that said entity executed the same.

\_\_\_\_\_  
NOTARY PUBLIC

STATE OF Utah )  
COUNTY OF Utah )

On this 2<sup>nd</sup> day of April, 2019, personally appeared before me Edward Collins, personally known to me or proved to me on the basis of satisfactory evidence, and who, being by me duly sworn, did say that he is the Vice President of Civil Science, Inc., and that said document was signed by him in behalf of said corporation by authority of its bylaws, and said Edward Collins acknowledged to me that said corporation executed the same.

  
\_\_\_\_\_  
NOTARY PUBLIC



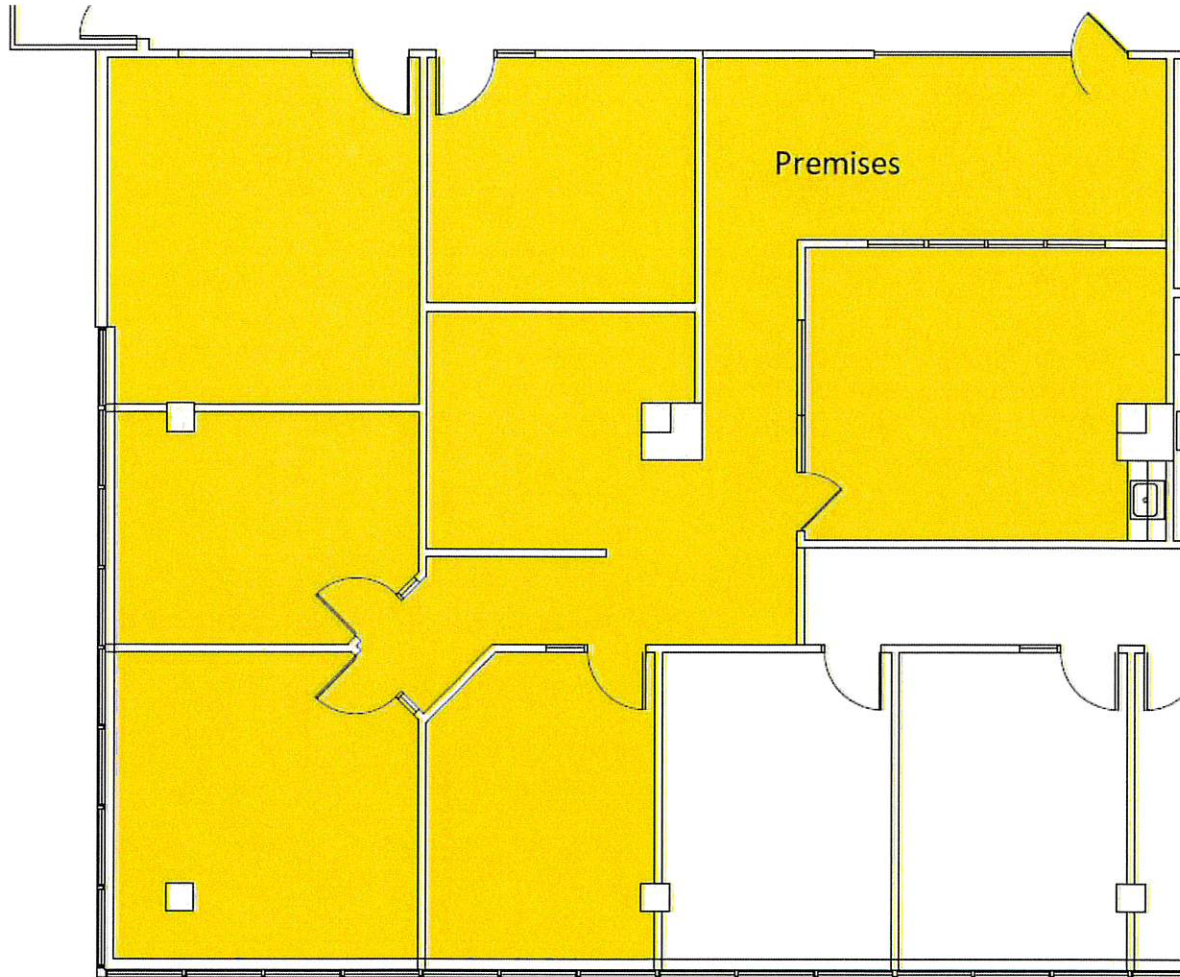
### **RIDER TO LEASE**

This Rider to Lease is made and entered into between WASATCH PLAZ HOLDINGS II, LLC, a Utah limited liability company ("Landlord") and Civil Science, Inc., a Utah corporation ("Tenant") and is dated as of the date set forth on the cover page of the Lease Agreement to which this Rider is attached ("Lease").

The promises, covenants, agreements and declarations made and set forth herein are intended to and shall have the same force and effect as set forth at length in the body of the Lease. To the extent that the provisions of the Rider are inconsistent with the terms and conditions of the Lease, the provisions of this Rider shall control.

1. NA

EXHIBIT A  
PREMISES  
2,660 RSF



**EXHIBIT B**

**PROPERTY**

Legal Description

First Security Building  
405 South Main Street -- Salt Lake City, Utah

Beginning at the Southeast corner of the intersection of 400 South and Main Streets, said point being the Northwest corner of Lot 5, Block 39, Plat "A," Salt Lake City Survey and running thence North  $89^{\circ}57'47''$  East along the South right of way line of 400 South Street, 330.00 feet, thence South  $0^{\circ}01'57''$  East 247.50 feet; thence South  $89^{\circ}57'47''$  West 165.00 feet; thence South  $0^{\circ}01'57''$  East 2.00 feet; thence South  $89^{\circ}57'47''$  West 165.00 feet to the East right of way line of Main Street; thence North  $0^{\circ}01'57''$  West along said East line 249.50 feet to the point of beginning.

## EXHIBIT "C"

### TENANT IMPROVEMENTS TURNKEY IN ACCORDANCE WITH PRELIMINARY PLANS AND SPECIFICATIONS

#### 1. PLANS AND SPECIFICATIONS

A. Tenant Improvements. Landlord shall be responsible for constructing within the Premises the tenant improvements ("Tenant Improvements") described as scope of work, attached hereto as Exhibit C-1. The Tenant Improvements for the Premises will be more particularly described in the working drawings ("Working Drawings") approved as provided in Section 3 below. Any additional work ("Tenant Extra Improvements") required by the approved Working Drawings shall be at Tenant's expense.

B. Working Drawings. Within three (3) days after any request by Landlord, Tenant shall furnish the additional information requested by Landlord for the preparation by Landlord's architect, engineer or space planner of Working Drawings and specifications. If Tenant fails to furnish the information within the three (3) day period, Tenant's failure shall be deemed a Tenant Delay pursuant to Section 7 below. Within three (3) days after Working Drawings and specifications which have been prepared by Landlord's architect, engineer or space planner are submitted to Tenant, Tenant shall reasonably approve or disapprove the Working Drawings and specifications. The Working Drawings and specifications shall be deemed approved if Tenant fails to disapprove them within the three (3) day period.

If Tenant disapproves the Working Drawings and specifications, Tenant shall have three (3) days after the date of disapproval to provide sufficient information to Landlord's architect, engineer or space planner so that revised Working Drawings and specifications may be prepared. If Tenant fails to submit the required information to revise the plans within the three (3) day period or if the Working Drawings and specifications, as revised, are not approved by Tenant within three (3) days after submission to Tenant, Tenant's failure shall be deemed a Tenant Delay pursuant to Section 7 below.

The Working Drawings and specifications which have been approved by Landlord and Tenant hereinafter are referred to as the "Approved Working Drawings".

C. Tenant's Approval. Whenever Tenant's approval is required pursuant to the terms of this Agreement, the approval shall not be unreasonably withheld or delayed. Tenant's approvals or disapprovals shall be in writing.

D. Termination. If this Agreement and the Lease are terminated by Landlord or Tenant for any reason, the parties' rights and obligations hereunder shall be discharged; provided, however, that Tenant shall pay Landlord, within ten (10) days after the date of Tenant's receipt of a statement for the same, the costs incurred by Landlord through the date of termination in connection with the preparation of any plans, drawings and specification and all costs incurred by Landlord in applying for any governmental approvals, including a building permit, required for construction of the Tenant Improvements or any construction costs associated with Tenant Improvements and any and all improvements become the property of the Landlord.

#### 2. CONSTRUCTION OF TENANT IMPROVEMENTS

A. Construction by Landlord. Landlord shall cause construction of the Tenant Improvements according to the Approved Working Drawings to be completed in a good and workmanlike manner.

B. Tenant Improvements Cost. The Tenant Improvement cost ("Tenant Improvement Cost") to be paid by Landlord shall include, but not be limited to:

- (i) All costs of preliminary and final architectural and engineering plans, drawings and specifications for the Tenant Improvements, and engineering costs;
- (ii) All costs of obtaining building permits and other necessary authorizations from the applicable governmental authority (e.g., the City in which the Building is located);
- (iii) All costs of interior design and finish schedule plans, drawings and specifications including as-built drawings;

- (iv) All direct and indirect costs of procuring and installing Tenant Improvements in the Premises, including the contractor's fee for overhead and profit, the cost of all of contractor's on-site supervisory and administrative staff, office, equipment and temporary services provided in connection with construction of the Tenant Improvements;
- (v) All fees payable to Landlord's architect, engineer or space planner if they are required to redesign any portion of the Tenant Improvements following Tenant's approval of the preliminary or Working Drawings;
- (vi) Sewer connection fee, if any;
- (vii) The fee charged by any construction cost consultant employed in connection with the Tenant Improvement. A construction management fee equal to 5% of the entire cost of the Tenant Improvement will be assessed.

### 3. TENANT EXTRA IMPROVEMENTS.

Any Tenant Extra Improvements required by the Approved Working Drawings shall be at Tenant's sole cost and expense and shall be paid by Tenant to Landlord, in cash, within ten (10) business days after receipt of a statement from Landlord. Landlord reserves the right to invoice Tenant in advance for Tenant Extra Improvements after the contract has been awarded to the Tenant Improvement contractor and prior to commencement of Tenant Improvements.

### 4. CHANGE REQUESTS.

A. No change to the Approved Working Drawings requested by Tenant shall be made without Landlord's prior approval, which approval shall not be unreasonably withheld; provided, however, that no change request shall affect the structure of the Building. Any changes to the Approved Working Drawings shall be in writing and shall be signed by both Landlord and Tenant prior to the change being made. Tenant shall not instruct or direct Contractor's workmen, subcontractor's, material suppliers or others performing the Tenant Improvements construction. Tenant shall direct all inquiries and requests relating to the construction work to Landlord or Landlord's designated agent. Tenant shall be responsible for any added costs or delays resulting from Tenant's actions which are contrary to this Section 4.

B. Tenant shall pay Landlord, in cash, within ten (10) days after receipt of an itemized written bill from Landlord, any additional costs for changes requested by Tenant, including, without limitation, architectural fees and increases in construction costs caused by the delay. A change request shall constitute an agreement by Tenant to any reasonable delay in substantial completion caused by reviewing, processing and implementing the change; and the Lease, at Landlord's option, shall commence on the date it would have otherwise commenced but for any such delays.

C. As soon as reasonably possible after receipt of a written change request from Tenant, Landlord shall notify Tenant of Landlord's approval or disapproval of the request, and, if the request is approved, of an estimated increase or decrease in costs and an estimate of the effect the change shall have on the projected date for substantial completion of the Tenant Improvements.

D. Landlord shall have the authority, without the consent of tenant, to order minor changes in the Tenant Improvements not involving an increase in cost to Tenant or a delay in the Commencement Date and not inconsistent with the intent of the Approved Working Drawings.

### 5. COOPERATION.

Landlord and Tenant shall cooperate and diligently assist the architect, engineer or space planner in completing the Approved Working Drawings and specifications, and the Contractor in completing construction of the Tenant Improvements.

### 6. CONDITION OF TENANT IMPROVEMENTS.

Within seven (7) days after the Commencement Date, Tenant shall "walk-through" the Premises with Landlord and they shall complete a punch-list of items needing additional work by Landlord. Other than the items specified in the punchlist, by taking possession of the Premises, Tenant shall be deemed to have accepted the Premises and the Building in good, clean and completed condition and repair, subject to all applicable laws, codes and ordinances. The punch list shall not include any damage to the Premises or the Building caused by Tenant's move-in, which damage shall be promptly repaired or corrected by Tenant at its sole expense. If Tenant fails to complete a punchlist with Landlord's cooperation within the seven (7) day period specified above, it shall be deemed that there are no items needing additional work or repair. Contractor shall complete all

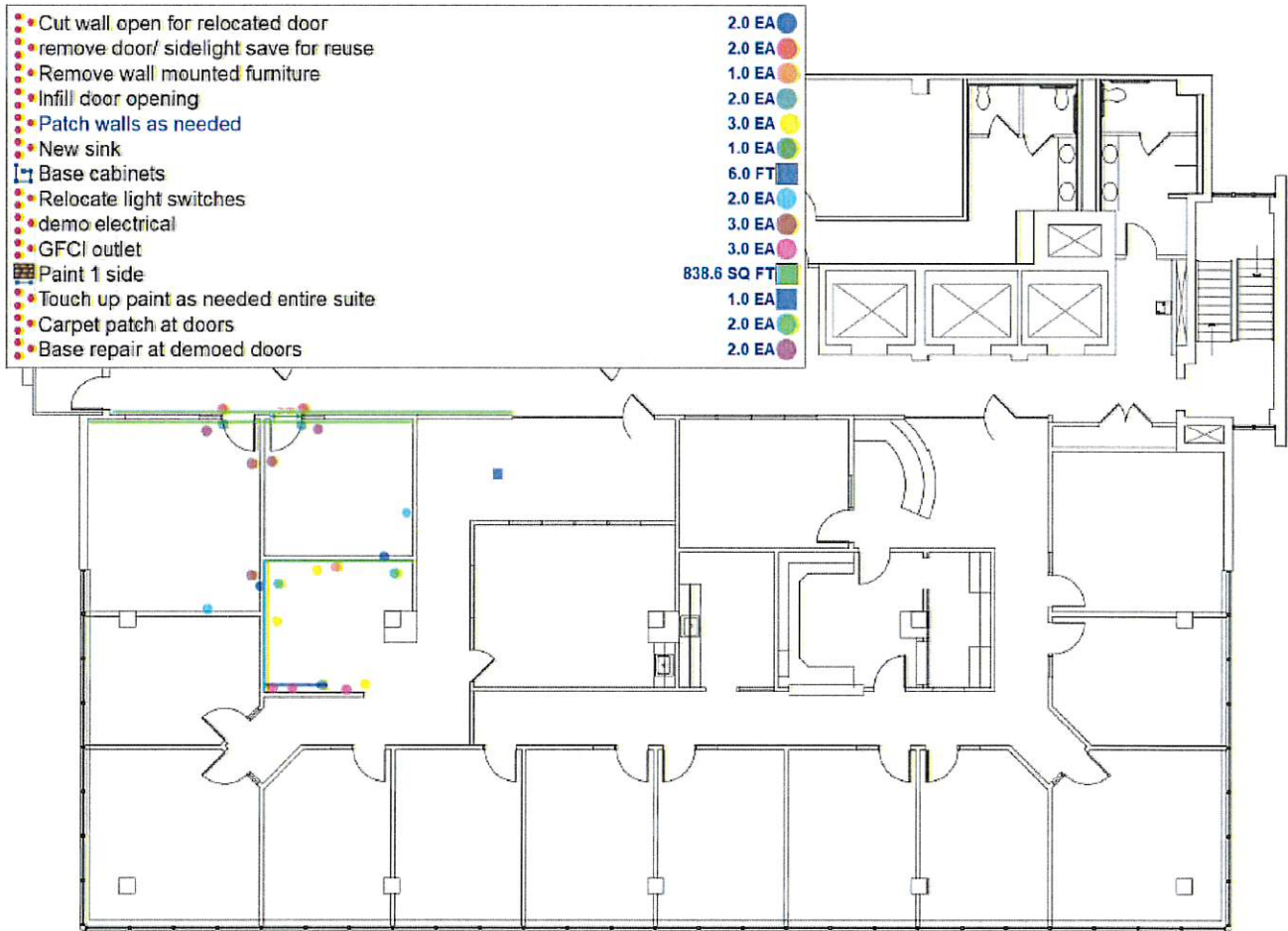
reasonable punchlist items within thirty (30) days after the walk-through inspection or as soon as practicable thereafter and upon notification of completion of the punch list items, Tenant shall approve or state its reasons for disapproval of the completed items in writing to Landlord within seven (7) days or such items shall be deemed approved by tenant.

**7. TENANT DELAYS.**

If the Commencement Date of the Lease has not occurred on or before the date specified in the Basic Lease Information, and if the cause of the delay in the occurrence of the Commencement Date is attributable to Tenant, the Commencement Date shall be the date the Commencement Date otherwise would have occurred but for the Tenant delays. Delays attributable to Tenant ("Tenant Delays") shall include those caused by:

- a. Tenant's failure to furnish information to Landlord for the preparation of plans and drawings for the Tenant Improvements in accordance with this Agreement;
- b. Tenant's request for special materials, finishes or installations which are not readily available;
- c. Tenant's failure to reasonably approve plans and Working Drawings in accordance with this Agreement;
- d. Tenant's change requests pursuant to this Agreement that result in delays;
- e. Tenant's failure to approve cost estimates if any approvals are required pursuant to this Agreement;
- f. Interference with Landlord's work caused by Tenant or Tenant's agents; and
- g. Tenant's failure to pay any amounts due hereunder.

EXHIBIT "C-1"



NINTH LEVEL FLOOR PLAN  
WASHINGTON FEDERAL OFFICE BUILDING

EXHIBIT "C-1" Continued

-Two hallway office doors / sidelights shall be removed, infilled, and relocated to provide access to the offices from the interior of the Premises.

-Landlord and Tenant shall work together in good faith to locate the base cabinet and sink in an area that is satisfactory to tenant and provides adequate room for a refrigerator.

-Subject to prior approval of location from Landlord, Tenant shall the right to install door access controls.

-In addition to Exhibit C, Landlord shall allow Tenant to paint and carpet the Premises and Tenant's sole cost and expense. Landlord has provided a quote to Tenant in the amount not to exceed \$14,612.00.

-Note - Landlord is not going to hire architect to draft produce working drawings. Please reference scope of work in Exhibit C-1.

**EXHIBIT D**  
**RULES AND REGULATIONS**

The rules and regulations set forth in this Exhibit D shall be and hereby are made a part of the Lease (the "Lease") to which they are attached. Whenever the term "Tenant" is used in these rules and regulations, it shall be deemed to include Tenant, its employees or agents and any other persons permitted by Tenant to occupy or enter the Premises. The following rules and regulations may from time to time be modified by Landlord in the manner set forth in Article 25 of the Lease.

1. Obstruction. The sidewalks, entries, passages, corridors, halls, lobbies, stairways, elevators and other common facilities of the Property shall be controlled by Landlord and shall not be obstructed by Tenant or used for any purpose other than ingress or egress to and from the Premises. Tenant shall not place any item in any of such locations, whether or not any such item constitutes an obstruction, without the prior written consent of Landlord. Landlord shall have the right to remove any obstruction or any such item without notice to Tenant and at the expense of Tenant.

2. Ordinary Business Hours. Whenever used in these regulations, the ordinary business hours of the Building shall be from 8:00 a.m. to 6:00 p.m., Monday through Friday and Saturday from 8:00 a.m. to 12:00 noon only excluding legal holidays, irrespective of Landlord's obligation to provide heat and air conditioning pursuant to subsection 8.1(c) of the Lease. All persons entering or leaving the Building between the hours of 6:00 p.m. and 8:00 a.m., Monday through Friday, before 8:00 a.m. or after 12:00 noon on Saturday, or at any time on Sundays or Holidays, may be required to do so under such regulations as Landlord may impose.

3. Deliveries. Tenant shall insure that all deliveries of supplies to the Premises shall be made only through such access as may be designated by Landlord for deliveries and only during the ordinary business hours of the Building. If any person delivering supplies to Tenant damages any part of the Building, Tenant shall pay to Landlord upon demand the amount required to repair such damage.

4. Moving. Furniture and equipment shall be moved in or out of the Building only through such access as may be designated by Landlord for deliveries and then only during such hours and in such manner as may be prescribed by Landlord. If Tenant's movers damage any part of the Property, Tenant shall pay to Landlord upon demand the amount required to repair such damage.

5. Heavy Articles. No safe or article, the weight of which may, in the opinion of Landlord, constitute a hazard of damage to the Building or its equipment, shall be moved into the Premises. Safes and other heavy equipment, the weight of which will not constitute a hazard or damage the Property or its equipment shall be moved into from or about the Property only during such hours and in such manner as shall be prescribed by Landlord in its sole and absolute discretion and Landlord shall have the right to designate the location of such articles.

6. Nuisance. Tenant shall not do or permit anything to be done in the Premises, or bring or keep anything therein which would in any way constitute a nuisance or waste, or obstruct or interfere with the rights of other tenants of the Property, or in any way injure or annoy them, or conflict with the laws relating to fire, or with any regulations of the fire department, or with any insurance policy upon the Property or any part thereof, or conflict with any of the rules or ordinances of the Department of health of the County and City in which the Property is located.

7. Building Security. Landlord may require identification of persons entering and leaving the Building during the period outside of the ordinary business hours of the Building and, for the purpose, may issue building passes to Tenants of the Building.

8. Pass Key. The janitor of the Property may at all times keep a pass key to the Premises and he and other agents of Landlord shall at all times be allowed admittance to the Premises.

9. Locks and Keys for Premises. No additional lock or locks shall be placed by Tenant on any door in the Property and no existing lock shall be changed unless written consent of Landlord shall first have been obtained. A reasonable number of keys to the Premises and to the toilet rooms, if locked by Landlord, will be furnished by Landlord, and Tenant shall not have any duplicate key made. At the termination of this tenancy, Tenant shall promptly return to Landlord all keys for any locks, safes, cabinets and vaults remaining in the Premises.

10. Use of Water Fixtures. Water closets and other water fixtures shall not be used for any purpose other than that for which the same are intended, and any damage resulting to the same from use on the part of Tenant shall be paid for by Tenant. No persons shall waste water by tying back or wedging the faucets or in any other manner. Upon leaving the Premises, Tenant shall shut off all water faucets and major electrical apparatus located within the Premises.

11. No Animals; Excessive Noise. No animals shall be allowed in the offices, halls or corridors in the Property. No persons shall disturb the occupants of this building or adjoining buildings or space by making excessive noises, causing disturbances or vibrations, any of which may be reasonably offensive to the occupants of the Property, the Common Area or adjoining space.

12. Bicycles. Bicycles or other vehicles shall not be permitted anywhere inside or on the sidewalks outside of the Property, except in those areas designated by Landlord for bicycle parking.

13. Trash. Tenant shall not allow anything to be placed on the outside of the Building, nor shall anything be thrown by Tenant out of the windows or doors, or down the corridors or ventilating ducts or shafts of the Building. All trash shall be placed in receptacles provided by Landlord for the Property or Tenant for the Premises.

14. Windows. No window shades, blinds, screens, or draperies will be attached or detached by Tenant and no awnings shall be placed over the windows without Landlord's prior written consent.

15. Hazardous Operations and Items. Tenant shall not install or operate any steam or gas engine or boiler, or carry on any mechanical business in the Premises without Landlord's prior written consent, which consent may be withheld in Landlord's absolute discretion. The use of oil, gas or inflammable liquids for heating, lighting, or any other purpose is expressly prohibited. Explosives or other articles deemed extra hazardous shall not be brought into the Property.

16. Hours for Repairs, Maintenance and Alteration. Any repairs, maintenance and alterations required or permitted to be done by Tenant under the Lease shall be done only during the weekday ordinary business hours of the Building unless Landlord shall have first consented in writing to such work being done outside of such times. If Tenant desires to have such work done by Landlord's employees on Saturdays, Sundays, holidays or weekdays outside of ordinary business hours, Tenant shall pay the extra cost for such labor.

17. No Defacing of Premises. Except as permitted by Landlord by prior written consent, Tenant shall not mark upon paint signs upon, cut drill into, drive nails or screws into, or in any way deface the walls, ceilings, partitions, or floors of the Premises or of the Property, and any defacement, damage or injury directly or indirectly caused by Tenant shall be paid for by Tenant. Pictures or diplomas shall be hung on tacks or small nails. Tenant shall not use adhesive hooks for such purposes.

18. Chair Pads. During the entire term of this Lease, Tenant shall, at its expense, install and maintain under all caster chairs a chair pad to protect the carpeting.

19. Solicitation; Food and Beverages. Landlord reserves the right to restrict, control or prohibit canvassing, soliciting and peddling within the Property. Tenant shall not grant any concessions, licenses or permission for the sale or taking of orders for food or services or merchandise in the Premises, nor install or permit the installation or use of any machine or equipment for dispensing goods or foods or beverages in the building, nor permit the preparation, serving, distribution or delivery of food or beverages in the Premises without the prior written approval of Landlord and only in compliance with procedures prescribed by Landlord. Only persons approved by Landlord shall be permitted to serve, distribute or deliver food and beverages within the Property, or to use the public areas of the Property for that purpose.

20. Captions. The caption for each of these rules and regulations is provided as a matter of convenience only and shall be considered of no effect in the construction of any provision or interpretation of these rules and regulations.

**EXHIBIT "E"**

**COMMENCEMENT DATE MEMORANDUM**

This Commencement Date Memorandum is made and entered into this 20<sup>th</sup> day of March 2019, by and between WASATCH PLAZA HOLDINGS II, LLC (hereinafter called "Landlord") and CIVIL SCIENCE INC., a Utah corporation (hereinafter called "Tenant").

WHEREAS, Landlord and Tenant have entered into a Lease dated as of March 20, 2019 (the "Lease") for certain premises located at 405 South Main Building and associated structures.

WHEREAS, the provisions of the Lease project a commencement date of June 1, 2019; and

WHEREAS, Landlord and Tenant now desire to set forth in this instrument the exact commencement and expiration dates of the Term of the Lease

NOW, THEREFORE, pursuant to the provisions of the Lease relating to commencement of the term thereof, Landlord and Tenant, for themselves, their heirs, successors and assigns, intending to be legally bound hereby, agree and stipulate that the original Term of said Lease commenced June 1, 2019, the "Actual Commencement Date" for all purposes under the Lease, and will expire May 31, 2021, unless sooner terminated as provided in the Lease. Except as otherwise set forth herein, all other dates and terms shall remain as set forth in the Lease.

IN WITNESS WHEREOF, the parties hereto have executed this Commencement Date Memorandum on the day and year first above written.

**LANDLORD:**

WASATCH PLAZA HOLDINGS II, LLC  
a Utah limited liability company

By:   
Dellroy Hansen, Manager

Date

4/15/2019

**TENANT:**

CIVIL SCIENCE INC.  
a Utah corporation

By: 

Print Name: Edward McCallin

Its: V.P. / Gen Mgr

Date

4/2/19

EXHIBIT "F"

GUARANTY

In consideration of the execution of said Lease by Landlord, the undersigned Guarantor hereby unconditionally and irrevocably guarantees the full performance of each and all of the terms, covenants and conditions of said Lease to be kept and performed by said Tenant, including the payment of all rentals and other charges to accrue thereunder. The undersigned further agrees as follows:

1. That this covenant and agreement on its part shall continue in favor of the Landlord notwithstanding any extension, modification or alteration of said Lease entered into by and between the parties thereto, or their successors and assigns, or notwithstanding any assignment of said Lease, with or without the consent of the Landlord, and no extension, modification, alteration or assignment of the above referred to Lease shall in any manner release or discharge the undersigned and it does hereby consent thereto.

2. This Guarantee will continue unchanged by any bankruptcy, reorganization or insolvency of the Tenant or any successor or assignee thereof or by any disaffirmance or abandonment by a trustee of Tenant.

3. Landlord may, without notice, assign this Guaranty in whole or in part and no assignment or transfer of the Lease shall operate to extinguish or diminish the liability of the undersigned hereunder.

4. The liability of the undersigned under this Guaranty shall be primary and in any right of action which shall accrue to Landlord under the Lease, the Landlord may, at its option, proceed against the undersigned without having commenced any action, or having obtained any judgment against the Tenant.

5. Guarantor shall pay Landlord's reasonable attorneys' fees and all costs and other expenses incurred in any collection or attempted collection or in any negotiations relative to the obligations hereby guaranteed or enforcing this Guarantee against the undersigned, individually and jointly.

6. Guarantor does hereby waive notice of any demand by the Landlord, as well as any notice of default in the payment of rent or any other amounts contained or reserved in the Lease.

This Guaranty shall be governed by and construed in accordance with the laws of the State of Utah, and Guarantor hereby consents to jurisdiction and venue in the state and federal courts of the State of Utah.

If Guarantor shall be a corporation, the authorized officers must sign on behalf of the corporation and indicate the capacity in which they are signing. This Guaranty must be executed by the president or vice-president and the secretary or assistant secretary unless the bylaws or a resolution of the board of directors shall otherwise provide, in which event the bylaws or a certified copy of the resolution, as the case may be, must be attached to this Lease.

The use of the singular herein shall include the plural. The obligation of two (2) or more parties shall be joint and several. The terms and provisions of this Guaranty shall be binding upon and inure to the benefit of the respective successors and assigns of the parties herein named.

GUARANTOR

\_\_\_\_\_  
NAME HERE  
An individual

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared before me \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence, and who, being by me duly sworn, did say that he is the person indicated, and that said document was signed by him.

\_\_\_\_\_  
NOTARY PUBLIC