

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL
THIS DEED AND ALL
TAX STATEMENTS TO:

11213061
7/15/2011 1:38:00 PM \$20.00
Book - 9937 Pg - 94-99
Gary W. Ott
Recorder, Salt Lake County, UT
FIRST AMERICAN NCS
BY: eCASH, DEPUTY - EF 6 P.

Cookietree, Inc.
4122 South 500 West
Salt Lake City, Utah 84157-0888
Attn: Harold Rosemann

APN: 15-07-477-005
NCS-489991

(Space Above For Recorder's Use)

SPECIAL WARRANTY DEED

LNR CPI Commerce Center Phases III-IV, LLC, a Utah limited liability company ("**Grantor**"), having an address at 4350 Von Karman, Suite 200, Newport Beach, CA 92660, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby convey and warrant against all who legally claim by, through or under Grantor only, to Cookietree, Inc., a Utah corporation ("**Grantee**"), having an address at 4122 South 500 West, Salt Lake City, Utah 84157-0888, the parcel of real property located in Salt Lake County, State of Utah, and more particularly described on Exhibit A attached hereto (the "**Real Property**"), to have and to hold the Real Property, together with all tenements, hereditaments, and appurtenances belonging to the Real Property, unto the Grantee and its successors and assigns forever.

(a) **SUBJECT TO:** (a) a lien to secure payment of general and special real property taxes and assessments, not delinquent, (b) any and all conditions, easements, encroachments, rights-of-way, restrictions, or any other matter that a physical inspection or accurate ALTA/ACSM survey (with all Table A items) of the Property would reveal; (c) patent reservations, all covenants, conditions, restrictions, reservations, easements and declarations, encumbrances, liens, obligations, liabilities or other matters of record; (d) all matters disclosed of record, including, without limitation, the following: (i) all matters shown and disclosed on the Plat for NIN TECH EAST VIII Subdivision recorded on August 8, 2008 in the Official Records of Salt Lake County as Entry No. 10495244 in Book 2008P at page 198; (ii) a Stipulation and Consent Agreement No. 92060130 between the Utah Solid and Hazardous Waste Control Board and Engelhard Corporation, which Consent Agreement has been assigned to Ninigret Technology East L.C.; (iii) a Site Management Plan dated July 15, 2004, and revised on November 3, 2004, approved by the Utah Department of Environmental Quality, Division of Solid and Hazardous Waste, a certified copy of which is attached to a Notice of Site Management Plan for The Eastern Alum Ponds, dated November 4, 2004 and recorded in the office of the Salt Lake County, Utah Recorder, on November 5, 2004 as Entry No. 9218066, in Book 9058, at Page 2173; (iv) a Notice of Obligations dated November 4, 2004 and recorded on November 5, 2004 as Entry No. 9218067, in Book 9058, at Page 2210; (v) the Special Warranty Deed dated June 23, 2009, from Ninigret Technology East, L.C.

to Grantor and recorded on June 24, 2009 as Entry No. 10738165 in Book 9739 at Page 894-905 of the Official Records, including, but not limited to Covenants, Reservations and Conditions attached thereto as Exhibit B; (vi) Declaration of Covenants, Conditions, and Restrictions recorded on September 19, 2003 as Entry No. 8824654 in Book 8884 at Page 5521 of Official Records, and any amendments thereto; (vii) Temporary Monitoring Well Easement Agreement dated as of June 23, 2009 between Ninigret and Seller and recorded on June 24, 2009 as Entry No. 10738166 in Book 9739 at Page 906-914 of the Official Records; and (vi) Declaration of Covenants and Restrictions recorded on September 8, 2009 as Entry No. 10792765 in Book 9761 at Pages 3439-3452 of Official Records, and any amendments thereto; and (e) all applicable laws, ordinances, rules and governmental regulations (including, but not limited to, those relative to building, zoning and land use) affecting the development, use, occupancy or enjoyment of the Property.

RESERVING UNTO GRANTOR any water rights or rights to the use of water whether appurtenant to the Property or not in which Grantor may have an interest. Grantor does not intend by this deed to transfer any water rights or rights to the use of water and it is Grantor's intent that this conveyance shall not transfer any water rights or rights to the use of water by implication.

GRANTOR ALSO SPECIFICALLY RESERVES, excepts and retains Mineral Rights. For purposes of this instrument, "Mineral Rights" include, whether on, in or under the premises, all of the following—minerals, whether common or precious; coal; carbons; hydrocarbons; oil; gas; petroleum; chemical elements and substances whether in solid, liquid or gaseous form; and steam and all sources of geothermal energy. In the event all or part of the Mineral Rights have been reserved or severed previously from the surface estate, Grantor hereby reserves, excepts and retains all of the Mineral Rights not previously reserved and reserves, excepts and retains its after-acquired title to all of the Mineral Rights to the extent that prior reservations thereof are released or abandoned after the date of this conveyance.

This Deed shall extend to and be binding upon, and every benefit hereof shall inure to, the parties hereto and their respective successors and assigns.

GRANTOR:

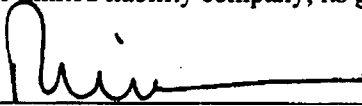
**LNR CPI Commerce Center Phases III-IV, LLC,
a Utah limited liability company**

**By: LNR CPI A&D Holdings, LLC,
a Delaware limited liability company, its member**

**By: LNR Commercial Property Investment Fund Limited Partnership,
a Delaware limited partnership, its member**

**By: LNR CPI Fund GP, LLC,
a Delaware limited liability company, its general partner**

By: _____



Its: _____

Vice President

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Los Angeles }

On July 13, 2011 before me, Sheena A. Bellinger, Notary Public
Date Here Insert Name and Title of the Officer

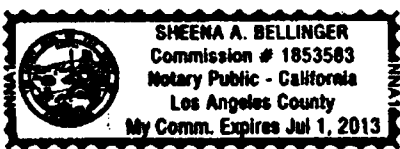
personally appeared Ric Kern
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Sheena A. Bellinger
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Special Warranty Deed

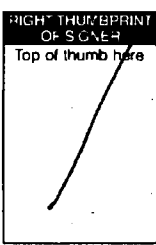
Document Date: July 13, 2011 Number of Pages: 5

Signer(s) Other Than Named Above: none

Capacity(ies) Claimed by Signer(s)

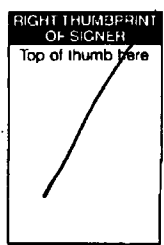
Signer's Name: Ric Kern

- Individual
- Corporate Officer — Title(s): Vice President
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: LNA/CPI Commerce Center Phases III-IV

Signer Is Representing: _____

LEGAL DESCRIPTION

That certain real property located in Salt Lake County, Utah, specifically described as follows:

LOT 21, NIN TECH EAST VIII SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE SALT LAKE COUNTY RECORDER'S OFFICE.

APN: 15-07-477-005