

**RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:**

Redevelopment Agency of Salt Lake City
ATTN: Executive Director
451 South State Street, Room 418
PO Box 145518
Salt Lake City, Utah 84114-5518

Tax ID 15-01-129-031

(Above space for recorder's use only)

12187272
12/11/2015 4:41:00 PM \$18.00
Book - 10387 Pg - 1650-1654
Gary W. Ott
Recorder, Salt Lake County, UT
COTTONWOOD TITLE
BY: eCASH, DEPUTY - EF 5 P.

NOTICE OF OPTION

THIS NOTICE OF OPTION ("Notice") is made and entered into as of this 2nd day of December, 2015, by and between PARAGON STATION, INC., a Utah corporation, with an address at 732 East Northcrest Dr., Salt Lake City, Utah 84103, Attn: Micah Peters and James Chellis (the "**Optionor**"), and REDEVELOPMENT AGENCY OF SALT LAKE CITY, a public agency with an address at 451 South State, Room 418, Salt Lake City, Utah 84114, Attn: Executive Director (the "**Optionee**").

1. **Notice of Option.** Optionor and Optionee have entered into that certain Purchase Option and Restrictive Use Agreement dated as of even date herewith (the "**Option Agreement**"). Under the Option Agreement, the Optionee is granted an option (the "**Option**") to purchase a portion of that certain real property described on **Exhibit A** attached hereto (the "**Property**"). The portion of the Property that is subject to the Option (the "**Option Property**") is the Southeast corner of the Property that is situated nearest to the intersection of 200 South and 300 West in Salt Lake City, Utah. The precise size and configuration of the Option Property will not be determined unless and until the Optionee exercises the Option.

2. **Contingent Nature of Option.** The Optionee's ability to exercise the Option is contingent upon the failure of the Optionor to timely meet certain milestones towards the construction of a new building on the Option Property, as more particularly described in the Option Agreement. If the Option is exercised, the Optionee would have the right to purchase the Option Property and to construct a new building thereon as specified in the Option Agreement.

2. **Term.** The term of the Option shall begin, if at all, no later than June 2, 2019 and, if the Option is not exercised, shall end eighteen (18) months thereafter.

3. **Inquiries.** Inquiries concerning the Option may be made to Optionor or Optionee at the addresses set forth at the beginning of this Notice.

4. **Conflict.** In the event of any conflict between the terms and provisions of this Notice and the terms and provisions of the Option Agreement, the Option Agreement shall prevail.

5. **Request for Notice.** Optionee further requests notice of any default under any instrument secured by the Property. Such notice should be sent to the address set forth above.

[Signature Page to Follow]

Dated as of the date first set forth above.

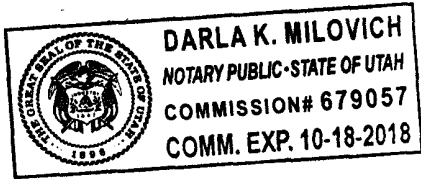
OPTIONOR:

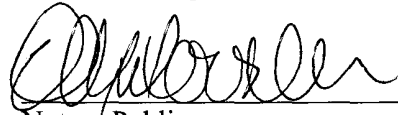
PARAGON STATION, INC.,
a Utah corporation

By: 
Micah Peters, Chief Executive Officer

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE):

On the 2 day of December, 2015, personally appeared before me Micah Peters, who being by me duly sworn did say he/she is the Chief Executive Officer of Paragon Station, Inc., a Utah corporation, and that he/she had signed the within and foregoing instrument on behalf of such corporation.




Notary Public
Residing at: Salt Lake County, UT
My Commission Expires: 10/18/18

[Optionee Signature Page to Follow]

Dated as of the date first set forth above.

OPTIONEE:

REDEVELOPMENT AGENCY OF SALT LAKE CITY

By: [Signature]
Ralph Becker, Chief Administrative Officer

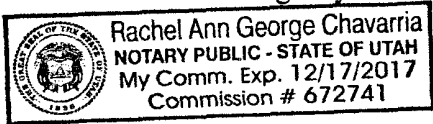
By: [Signature]
D.J. Baxter, Executive Director

Approved as to form:
[Signature]
Jones, Waldo, Holbrook & McDonough, P.C.

STATE OF UTAH)
: ss.
COUNTY OF SALT LAKE)

On the 1th day of December, 2015, personally appeared before me ~~Ralph Becker~~, who being by me duly sworn did say he is the Chief Administrative Officer of The Redevelopment Agency of Salt Lake City, and that the within and foregoing instrument was signed on behalf of said Agency.

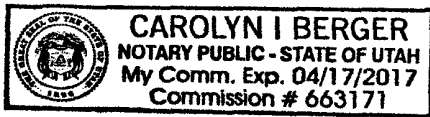
DND Exhibit (Attng Notary)



[Signature]
Notary Public
Residing at: Salt Lake County
My Commission Expires: 12/17/17

STATE OF UTAH)
: ss.
COUNTY OF SALT LAKE)

On the 4th day of December, 2015, personally appeared before me D.J. Baxter, who being by me duly sworn did say he is the Executive Director of The Redevelopment Agency of Salt Lake City, and that the within and foregoing instrument was signed on behalf of said Agency.



[Signature]
Notary Public
Residing at: S. County
My Commission Expires: 4/17/17

EXHIBIT A TO NOTICE OF OPTION

Legal Description of the Property

PARCEL 1:

Beginning at the Southeast corner of Lot 1, Block 66, Plat "A", Salt Lake City Survey; thence South 89°58'33" West 165.08 feet; thence North 00°03'22" West 200.05 feet; thence North 89°58'27" East 165.08 feet; thence South 00°03'19" East 200.06 feet to the point of beginning.

PARCEL 1A:

Nonexclusive easements and right of ways appurtenant to said property as disclosed in that certain Declaration, Grant of Easements and License of Parking Rights dated March 16, 2005 and recorded April 20, 2005 as Entry No. 9353279 in Book 9120 at Page 690.

PARCEL 1B:

A non-exclusive easement for vehicle and pedestrian access as disclosed in that certain Agreement for Reciprocal Easement dated June 9, 2011 and recorded June 10, 2011 as Entry No. 11196891 in Book 9930 at Page 2431.

Parcel Identification Number: 15-01-129-031