



W2522006

EASEMENT AND MEMORANDUM OF AGREEMENT

RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:

E# 2522006 PG 1 OF 4
ERNEST D ROWLEY, WEBER COUNTY RECORDER
04-APR-11 838 AM FEE \$39.00 DEP JKC
REC FOR: WELLS FARGO

When Recorded Return To:
CoreLogic
450 E. Boundary 13309106
Chapin, SC 29036
Attn: Lien Release

Space above this line for recorder's use

This Easement and Memorandum of Agreement is made on Oct. 26, 2010, by and between New Brigham Investors, LLC ("Owner") and DIRECTV, Inc. ("DIRECTV"), with respect to Owner's real property commonly known as New Brigham located at 2402 Wall Avenue, Ogdén, UT 84401 as more particularly described on Exhibit A attached hereto (the "Property").

GRANT OF EASEMENT

In consideration of the covenants and agreements in that certain Right of Entry Agreement, dated as of October __, 2010, by and between DIRECTV and Owner (the "ROE Agreement"), for \$10, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Owner grants to DIRECTV, its successors, assigns and transferees, a non-exclusive easement on, over, under, across and through the Property and all its improvements, together with all rights of access, ingress and egress for the purposes stated hereafter (the "Easement"). The Easement is for the purposes of permitting DIRECTV and its affiliates and contractors to (i) design, construct, install, operate, maintain, upgrade, repair, replace, and remove infrastructure (including internal and external wiring, poles, conduit, molding, pipes, antennas, servers, switch equipment, software, central-processing units and other facilities and equipment) at the Property ("Signal Distribution System") to support the delivery of DIRECTV programming and related services ("DIRECTV Services") to the Property and for all other purposes authorized or permitted under the ROE Agreement, (ii) interconnect with, utilize, operate and maintain as needed for the delivery of DIRECTV Services to Residents of the Property, the Inside Wiring (as defined in the ROE Agreement) and other equipment described in Schedule A to the Agreement, (iii) market, offer and provide such DIRECTV Services to Residents of the Property, all as more fully provided in the ROE Agreement, and (iv) perform its obligations and exercise its rights under the ROE Agreement. The Easement shall extend to and include the space located five feet on either side of the System as actually built. During the term of the ROE Agreement and any Transition Period (as defined in the ROE Agreement) and this Easement, DIRECTV shall own, and DIRECTV shall have the exclusive right to access, control, maintain, upgrade, operate and remove, the Signal Distribution System, and a non-exclusive right to access, maintain, upgrade and operate the Inside Wiring, regardless of whether any such equipment or wiring components are in use at any given time. The System is not, and shall not be deemed to be, affixed to or a fixture of the Property. Ownership and removal of the System after the expiration or proper earlier termination of the ROE Agreement and this Easement shall be pursuant to the ROE Agreement.

DIRECTV will have and hold the Easement, together with every right and appurtenance connected to it, for an initial term of Ten (10) years, and for so long thereafter as DIRECTV is providing DIRECTV Services to the Property (the "Easement Term"). After the Easement Term, this Easement automatically will terminate after an additional 90-day continuation period solely for the purpose of allowing DIRECTV, at its election, to remove or dispose of the Signal Distribution System, or any portion thereof, as permitted by the ROE Agreement. Owner, its successors and assigns hereby agree to warrant and forever defend the Easement to DIRECTV and its successors and assigns against every person who claims any part of it.

This Easement and other rights granted to DIRECTV run with the title to the Property and are binding on Owner, all subsequent owners of the Property, and all others who may claim an interest in the Property. Owner reserves the right to grant other easements on or rights of access to the Property, but will not allow such other grants to interfere with this Easement.

EASEMENT AND MEMORANDUM OF AGREEMENT
(Continued)

MEMORANDUM OF AGREEMENT

Pursuant to the ROE Agreement, in addition to the easement rights granted by Owner to DIRECTV above, Owner has granted to DIRECTV certain rights to construct, operate, advertise, market, repair and maintain the Signal Distribution System to support the delivery of the DIRECTV Services.

Nothing in this Easement and Memorandum of Agreement shall be deemed to amend, modify, alter or change any of the terms, covenants and conditions contained in the unrecorded ROE Agreement and reference is made to the ROE Agreement for all the terms, covenants and conditions therein contained. The obligations of the parties are binding on their respective successors in interest.

IN WITNESS WHEREOF, the parties have executed this Easement and Memorandum of Agreement as of the day and year first above written.

DIRECTV

OWNER

DIRECTV, INC

New Brigham Investors, LLC

By: [Signature]

By: [Signature]

Name: David Olsen

Name: DAVE GOODE

Title: Senior Vice President, Sales

Title: MANAGING MEMBER

(DOCUMENT MUST BE ACKNOWLEDGED BEFORE A NOTARY PUBLIC)

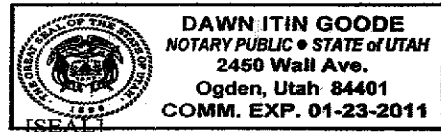
State of Utah)
County of Weber) ss:

On October 6, 2010,
before me, Dawn Itin Goode, a Notary Public, personally
appeared Dave Goode, 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 Utah that the foregoing
paragraph is true and correct.

Witness my hand and official seal.

[Signature]
Notary Public



My commission expires: 01-23-2011

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of LOS ANGELES

On October 28, 2010 before me, BELIA N. SLATTERY, NOTARY PUBLIC
Date Here Insert Name and Title of the Officer

personally appeared DAVID OLSEN
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 [Handwritten Signature]
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: MEMORANDUM OF AGREEMENT - NEW BRISBAM

Document Date: 10/26/10 Number of Pages: 3

Signer(s) Other Than Named Above: NONE

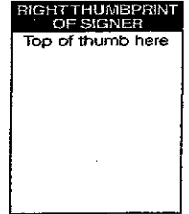
Capacity(ies) Claimed by Signer(s)

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



Signer is Representing: _____

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



Signer is Representing: _____

Exhibit A
Legal Description

APN: 01-086-0001/020 ✓ *SL*

PARCEL 1:
UNITS 201, 202, 203, 204, 205, 206, 207, 208, 209, 301, 302,
303, 304, 305, 306, 307, 308, 309 AND C1, THE NEW BRIGHAM
BUILDING, A UTAH COMMERCIAL/RESIDENTIAL CONDOMINIUM AS THE SAME
IS DESCRIBED IN THAT CERTAIN "DECLARATION OF THE NEW BRIGHAM
BUILDING CONDOMINIUM, A CONDOMINIUM PROJECT", RECORDED JUNE 24,
1998, AS ENTRY NO. 1555180, IN BOOK 1937, AT PAGE 1026, RECORDS
OF WEBER COUNTY.

PARCEL 2:
ALL COMMON AREA AS IT PERTAINS TO THE ABOVE DESCRIBED UNITS
WITHIN THE NEW BRIGHAM BUILDING CONDOMINIUM PROJECT, ACCORDING
TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF
SAID CONDOMINIUM PROJECT AND THE RECORDED PLAT THEREOF..