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08 FEBRUARY 89 11:18 AM
KATIE L. DIXON
RECORDER, SALT LAKE COUNTY, UTAH
FIRST AMERICAN TITLE
REC BY: REBECCA GRAY , DEPUTY

When Recorded Mail to:

Charlotte L. Miller
Watkiss & Campbell
310 South Main Street, Suite 1200
Salt Lake City, Utah 84101

4733963

ASSIGNMENT OF AMENDED
MASTER DECLARATION AND
SUPPLEMENTAL DECLARATIONS OF
EASEMENTS, COVENANTS, CONDITIONS AND
RESTRICTIONS OF SALT LAKE INTERNATIONAL CENTER

This Assignment is made in Salt Lake City, Utah, on the 31st day of January, 1989, by and between Triad America Corporation, a Utah corporation, by and through R. Todd Neilson, Trustee (at times hereinafter referred to as "Assignor") and SLICCAMA, a Utah corporation (at times hereinafter referred to as "Assignee").

RECITALS

A. A Master Declaration of Establishment of Easements, Covenants, Conditions and Restrictions of Salt Lake International Center, (hereinafter referred to as "Master Declaration") dated April 29, 1975, recorded on April 30, 1975 in Book 3846, at Page 372, as Entry No. 2703864 in the records of the Salt Lake County Recorder, was made and executed by A. K. Utah Properties, Inc., a Utah corporation.

B. The Amendment to Master Declaration of Establishment of Easements, Covenants, Conditions and Restrictions of Salt Lake International Center (hereinafter referred to as "Amendment to Master Declaration"), executed by A. K. Utah Properties, Inc. dated July 13, 1976, was recorded in the records of the Salt Lake County Recorder on July 21, 1976, in Book 4273, at Page 316 as Entry No. 2836791.

C. A Master Declaration of Establishment of Easements, Covenants, Conditions and Restrictions of Salt Lake International Center (West) (hereinafter referred to as "Master Declaration - West") dated October 16, 1978, recorded December 1, 1978 in Book 4780 at Page 306, as Entry No. 3205332 in the records of the Salt Lake County Recorder, was made and executed by A. K. Utah Properties, Inc., a Utah corporation.

D. Supplemental Declarations of Establishment of Easements, Covenants, Conditions and Restrictions of Salt Lake International Center (hereinafter referred to as "Supplemental Declarations") have been executed by A. K. Utah Properties, Inc., and recorded in the records of the Salt Lake County Recorder as follows:

FIRST AMERICAN TITLE
No. 252870

BOOK 6102 PAGE 1989

Unit 1A, dated April 29, 1975, recorded April 30, 1975 in Book 3846 at Page 395, as Entry No. 2703865;

Unit 1B, dated May 21, 1976, recorded May 24, 1976 in Book 4208, at Page 112, as Entry No. 2817108;

Unit 2, dated May 21, 1976, recorded May 24, 1976 in Book 4208 at Page 119, as Entry No. 2817109;

Unit 2A, dated July 12, 1977, recorded July 29, 1977 in Book 4525, at Page 906, as Entry No. 2976365;

Unit 3, dated July 12, 1977, recorded September 1, 1977 in Book 4542, at Page 350, as Entry No. 2990974;

Unit 4, dated February 21, 1978, recorded March 1, 1978 in Book 4632, at Page 130, as Entry No. 3071701;

Unit 5, dated August 1, 1978, recorded August 7, 1978 in Book 4718, at Page 582, as Entry No. 3148959;

Unit 6, dated November 30, 1978, recorded December 1, 1978 in Book 4780, at Page 329, as Entry No. 3205334.

E. The interests of A.K. Utah Properties, Inc. in and to the Master Declaration, Amendment to Master Declaration, Supplemental Declarations, and Master Declaration - West were assigned to Salt Lake International Center by assignments dated December 19, 1978, recorded December 28, 1978 in Book 4792 at Pages 692 and 697, as Entry Nos. 3216604 and 3216605.

F. A Substituted Supplemental Declaration of the Establishment of Easements, Covenants, Conditions and Restrictions of Salt Lake International Center, Unit 1B, dated August 26, 1976, executed by A. K. Utah Properties, Inc., was recorded in the records of the Salt Lake County Recorder as Entry No. 2852114, in Book 4323 at Page 235 (hereinafter referred to as "Substituted Supplemental Declaration for Unit 1B").

G. On December 28, 1978, the interests of A.K. Utah Properties, Inc. under Supplemental Declaration for Unit 1B were assigned to Salt Lake International Center, the Assignor herein, which assignment was recorded in the records of the Salt Lake County Recorder on December 29, 1978 as Entry No. 3217677, in Book 4793, at Page 967.

H. Supplemental Declarations of Establishment of Easements, Coverants, Conditions and Restrictions of Salt Lake International Center (hereinafter referred to as "Supplemental Declarations") have been executed by Salt Lake International Center, and recorded in the records of the Salt Lake County Recorder as follows:

Unit 7, dated May 8, 1979, recorded December 14, 1979 in Book 5006, at Page 993 as Entry No. 3378063.

Unit 8, executed March 23, 1981, recorded on August 3, 1981 in Book 5277, at Page 77 as Entry No. 3590879.

Unit 9, dated May 7, 1980, recorded May 8, 1980 in Book 5098 at Page 1240 as Entry No. 3432160.

Unit 10A, dated December 29, 1980, recorded December 29, 1980, in Book 5195 at Page 956 as Entry No. 3518417.

Unit 10A Amended, dated June 8, 1982, recorded June 9, 1982, in Book 5381 at Page 764, Entry No. 3682652.

Unit 10B, dated September 28, 1981, recorded October 19, 1981, in Book 5303, at Page 1112, as Entry No. 3615305.

Unit 10C, dated June 8, 1982, recorded February 10, 1983, in Book 5437, at Page 2242, as Entry No. 3758760.

Unit 11, dated September 28, 1981, recorded October 19, 1981 in Book 5303 at Page 1122 as Entry No. 3615308.

Unit 12, dated November 11, 1981, recorded March 22, 1982 in Book 5353 at Page 1303 as Entry No. 3659179.

Unit 13, dated October 27, 1982, recorded February 16, 1983 in Book 5438 at Page 2251 as Entry No. 3760511.

Unit 14, dated October 27, 1982, recorded February 16, 1983 in Book 5438 at Page 2259 as Entry No. 3760511.

Unit 15, dated February 10, 1982, recorded March 22, 1982, in Book 5353 at Page 1295 as Entry No. 3659177.

Unit 16, dated October 6, 1983, recorded December 7, 1983, in Book 5513, at Page 285 as Entry No. 3878310.

I. A Declaration of Covenants, Conditions and Restrictions for Wright Brothers Plaza, dated May 22, 1981, executed by Salt Lake International Center, was recorded in the records of the Salt Lake County Recorder on June 3, 1981 as Entry No. 3571032, in Book 5255, at Page 541.

J. A Declaration of Covenants, Conditions and Restrictions for Lakeside Plaza, dated June 10, 1981, executed by Salt Lake International Center, was recorded in the records of the Salt Lake County Recorder on June 19, 1981 as Entry No. 3577036, in Book 5262, at Page 477.

K. A Declaration of Covenants, Conditions and Restrictions for Wiley Post Plaza, dated May 22, 1981, executed by Salt Lake International Center, was recorded in the records of the Salt Lake County Recorder's Office as Entry No. 3571031 on June 3, 1981, in Book 5255, at Page 527.

L. The Restated and Amended Declaration of Covenants, Conditions and Restrictions for Admiral Byrd Plaza, dated February 16, 1983, executed by Salt Lake International Center, was recorded in the records of the Salt Lake County Recorder on February 18, 1983 as Entry No. 3761024, in Book 5439, at Page 286.

M. SLICCAMA and Salt Lake International Center entered into a Settlement Agreement (hereinafter referred to as "Settlement Agreement") dated December 7, 1988 wherein Salt Lake International Center agreed to assign to SLICCAMA, all of its rights and obligations as common area manager of the Salt Lake International Center, as such rights and obligations are defined under the documents identified in Recitals A through L herein (hereinafter referred to as the "CC&Rs"). The Settlement Agreement was authorized by the Bankruptcy Court in an Order Approving Settlement and Transfer of Property, dated December 21, 1988, (hereinafter referred to as "Order") attached hereto as Exhibit "C" and made a part hereof.

N. By Order dated October 19, 1988, the Bankruptcy Court substantively consolidated Salt Lake International Center with Triad America Corporation, Case No. 87A-03950, finding that Salt Lake International Center and Triad America Corporation are one and the same entity. Accordingly, Triad America Corporation, through its court-appointed trustee, R. Todd Neilson, shall assign to SLICCAMA the rights and obligations of the common area manager in order to implement the Settlement Agreement.

AGREEMENT

The parties hereto hereby mutually agree as follows:

1. Assignor, in consideration of payment of TEN DOLLARS (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby conveys and assigns to Assignee all of Assignor's rights, title, interest and obligations in and under said CC&Rs. Assignor hereby transfers and assigns to Assignee any and all funds which are currently held by Grubb & Ellis for Assignor as Declarant and Common Area Manager under the CC&Rs. Assignor hereby transfers and assigns to Assignees all right, title and interest of Assignor in the Common Area Facilities as that term is defined in the CC&Rs.
2. Assignee hereby assumes the duties, obligations and responsibilities of Assignor as Declarant and Common Area Manager, as those terms are defined in the CC&Rs and will perform the obligations relating thereto.
3. Assignor shall indemnify and hold harmless the Assignee from any and all actions, suits, costs, damages, claims, losses or liabilities suffered by Assignee resulting from Assignor's acts or omissions arising from its duties under the CC&Rs prior to the effective date of this Assignment.
4. Assignee shall indemnify and hold harmless the Assignor from any and all actions, suits, costs, damages, claims, losses or liabilities suffered by Assignee resulting from Assignee's acts or omissions arising from its duties under the CC&Rs from and after the effective date of this Assignment.
5. Concurrently herewith Assignor shall convey to Assignee all common area properties owned by Assignor in the Salt Lake International Center as described in the CC&R's (hereinafter referred to as "Common Area Properties"). As required by the Settlement Agreement and Order, Assignor shall convey the Common Area Properties free and clear of all adverse liens and interests pursuant to 11 U.S.C. § 363(f).
6. Assignor and Assignee hereby agree to execute any and all documents necessary (a) to effect the transfer to Assignee of the Common Area Properties and Common Area Facilities as described in the CC&Rs and (b) to effect the transfer to Assignee of the responsibilities and obligations of the Declarant and Common Area Manager under the CC&Rs.
7. The properties subject to the CC&Rs and to this Assignment are described in Exhibits "A" and "B" attached hereto and made a part hereof. In the event the descriptions provided in Exhibits "A" and "B" do not include all properties subject to the CC&Rs, the parties hereto agree to execute documents indicating any additional properties subject to the CC&Rs.

8. This Assignment is effective as of January 1, 1989, at 12:01 a.m., Mountain Standard Time.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

SLICCAMA, a Utah Corporation

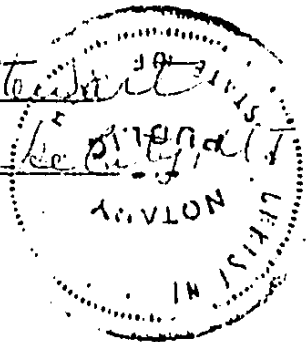
By [Signature]
A. MICHAEL HILLIS
Its President

TRIAD AMERICA CORPORATION

[Signature]
by R. TODD NEILSON, Trustee

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

I, Christine Steaditt Notary Public, hereby certify that on the 31 day of January, 1989, personally appeared before me A. Michael Hillis, the President, of SLICCAMA, a Utah corporation, who being by me first duly sworn, declared that he is the person who signed the foregoing ASSIGNMENT OF AMENDED MASTER DECLARATION AND SUBSTITUTED AND SUPPLEMENTAL DECLARATIONS OF EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS OF SALT LAKE INTERNATIONAL CENTER and that the statements contained therein are true.

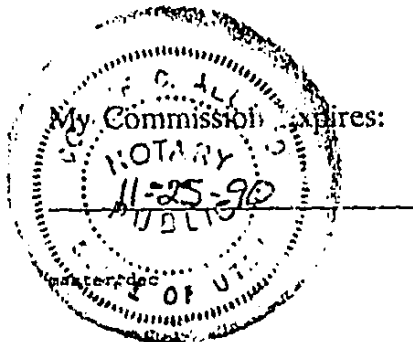
Christine Steaditt
Notary Public
Residing in: Salt Lake City, Utah


My Commission Expires:
10-10-90

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

I, Connie C. Allred, Notary Public, hereby certify that on the 27th day of January, 1988, personally appeared before me R. Todd Neilson, the Trustee, of TRIAD AMERICA CORPORATION, Debtor, who being by me first duly sworn, declared that he is the person who signed the foregoing ASSIGNMENT OF AMENDED MASTER DECLARATION AND SUPPLEMENTAL DECLARATIONS OF EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS OF SALT LAKE INTERNATIONAL CENTER, and that the statements contained therein are true.

Connie C. Allred
Notary Public
Residing in: Salt Lake City, Utah



SALT LAKE INTERNATIONAL CENTER EAST

The following described real property is located in the City of Salt Lake, County of Salt Lake, State of Utah, to-wit:

EXHIBIT A

PARCEL NO. 1:

BEGINNING at the Northwest corner of Section 36, Township 1 North, Range 2 West, Salt Lake Base and Meridian, and running thence North 89° 58' 00" East 5278.120 feet; thence North 89° 56' 58" East 1009.821 feet; thence South 04° 58' 32" East 4445.666 feet; thence South 89° 58' 00" West 1396.470 feet; thence North 00° 00' 50" East 1788.835 feet; thence South 89° 58' 08" West 5280.170 feet; thence North 00° 02' 45" East 2640.300 feet to the point of BEGINNING.

PARCEL NO. 2:

BEGINNING at the Southwest corner of Section 31, Township 1 North, Range 1 West, Salt Lake Base and Meridian, and running thence North 00° 00' 50" East 548.50 feet; thence North 89° 58' 00" East 1350.00 feet; thence South 00° 00' 50" West 547.84 feet; thence South 89° 56' 24" West 1350.00 feet to the point of BEGINNING.

PARCEL NO. 3:

The South one-half of Section 36, Township 1 North, Range 2 West, Salt Lake Base and Meridian, in the County of Salt Lake, State of Utah.

EXCEPTING THEREFROM those portions of said land lying within the boundaries of North Temple Street and State Highway, known as U.S. 40.

EXHIBIT "B"

SALT LAKE INTERNATIONAL CENTER WEST

The following described real property is located in the City of Salt Lake, County of Salt Lake, State of Utah, to-wit:

Beginning at the NE corner of Section 35, T1N, R2W, SLB & M, and running thence $S0^{\circ}02'54''W$, 2640.86 feet; to the East 1/4 corner of said Section 35; thence $S0^{\circ}02'12''W$, 149.44 feet; thence $S89^{\circ}58'02''W$, 306.84 feet to the point of curvature to a 700 foot radius curve; thence northwesterly 131.26 feet along the arc of said curve to the right, (chord bears $N84^{\circ}39'40''W$, 131.06 feet) to the point of reverse curvature to a 30 foot radius curve; thence southwesterly 44.53 feet along the arc of said curve to the left; thence $N74^{\circ}20'19''W$, 66.00 feet to a point on a 30 foot radius curve (radial bears $N74^{\circ}20'19''W$); thence northwesterly 44.53 feet along the arc of said curve to the left to the point of reverse curvature to said 700 foot radius curve; thence northwesterly 297.50 feet along the arc of said curve to the right, (chord bears $N57^{\circ}12'45''W$); thence $N45^{\circ}02'14''W$, 296.91 feet to the point of curvature to a 30 foot radius curve; thence southwesterly 47.12 feet along the arc of said curve to the left; thence $N45^{\circ}02'14''W$, 66.00 feet to a point on a 30 foot radius curve (radial bears $N45^{\circ}02'14''W$); thence northwesterly 47.12 feet along the arc of said curve to the left; thence $N41^{\circ}54'50''W$, 183.53 feet to a point on a 910 foot radius curve (radial bears $S44^{\circ}57'46''W$); thence northwesterly 714.45 feet along the arc of said curve to the left; thence $S89^{\circ}58'45''W$, 1164.19 feet to the point of curvature to a 30 foot radius curve; thence southwesterly 47.09 feet along the arc of said curve to the left; thence $N89^{\circ}57'06''W$, 66.00 feet; thence $N0^{\circ}02'54''E$, 1913.22 feet; thence $N89^{\circ}58'49''E$, 490.08 feet to the N 1/4 corner of said Section 35; and thence $N89^{\circ}58'27''E$, 2637.92 feet to the point of beginning, containing 157.344 acres.

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MAY 1989

IN THE UNITED STATES BANKRUPTCY COURT FOR
THE DISTRICT OF UTAH CENTRAL DIVISION

In re TRIAD AMERICA
CORPORATION,

Debtor.

Bankruptcy No. 87A-03950
Chapter 11

RECEIVED
U.S. BANKRUPTCY COURT
DISTRICT OF UTAH
SALT LAKE CITY

ORDER APPROVING SETTLEMENT AND TRANSFER OF PROPERTY

On December 21, 1988, the Motion for Order Approving Settlement and Transfer of Property came on for hearing before the above-entitled court, the Honorable John H. Allen presided. Carolyn Montgomery of Van Cott, Bagley, Cornwall & McCarthy appeared on behalf of R. Todd Neilson, Trustee of Triad American Corporation; Vernon L. Hopkinson of Watkiss & Campbell appeared on behalf of SLICCAMA. Having considered the Settlement Agreement between Salt Lake International Center and SLICCAMA, notice of the proposed settlement having been given pursuant to the Bankruptcy Code, the Bankruptcy Rules and this Court's Order dated December 12, 1988, no objections having been filed, and good cause appearing,

IT IS HEREBY ORDERED that the Settlement Agreement between Salt Lake International Center and SLICCAMA, including conveyance of the Common Areas and Common Facilities, free and clear of all adverse liens and interests pursuant to 11 U.S.C.

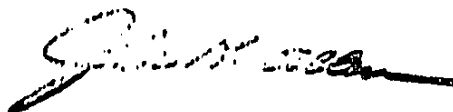
EXHIBIT C

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§ 363(f), is approved in its entirety, and that Salt Lake International Center is authorized to transfer the Common Areas and Common Facilities pursuant to the terms and conditions of the Settlement Agreement.

DATED this 21 day of December, 1988.

BY THE COURT:



John H. Allen
United States Bankruptcy Judge

APPROVED AS TO FORM:

WATKISS & CAMPBELL

By 15/
Vernon L. Hopkinson
Attorneys for SLICCAMA

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CLERK'S CERTIFICATE

I hereby certify that a true and accurate copy of the foregoing, following entry by the Court, was deposited in the United States mail, First Class, postage prepaid, on the ____ day of December, 1988 to the following:

Van Cott, Bagley, Cornwall & McCarthy
Carolyn Montgomery
50 South Main Street, Suite 1600
Salt Lake City, Utah 84144

Watkiss & Campbell
Vernon L. Hopkinson
310 South Main Street, Suite 1200
Salt Lake City, Utah 84101

CLERK OF THE COURT:

By _____

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