

ESTOPPEL CERTIFICATE

To: IHC Health Services, Inc., a Utah nonprofit corporation ("**Intermountain Healthcare**").

Re: Communications Easement Agreement, dated as of August 25, 2014 (the "**Agreement**"), between (a) (i) Anderson Geneva, LLC, a Delaware limited liability company, (ii) Ice Castle Retirement Fund, LLC, a Delaware limited liability company, (iii) Anderson Geneva Development, Inc., a Utah corporation (collectively, "**Grantor**"); and (b) First Digital Telecom, LLC, a Utah limited liability company ("**First Digital**").

The undersigned, First Digital, hereby states, certifies, and affirms to Intermountain Healthcare as of the date hereof that:

1. Attached as **Exhibit A** is a true and complete copy of the Agreement, which has not been assigned or transferred, in whole or in part, by First Digital.
2. The Agreement is in full force and effect, has not been modified, changed, altered, extended, terminated, or amended in any respect and, further, constitutes the complete agreement between Grantor and First Digital with respect to the property described in the Agreement and, further, in attached **Exhibit B** (the "**Subject Property**").
3. First Digital and, to First Digital's knowledge, Grantor has performed all of its obligations under the Agreement to be performed prior to the date hereof. To First Digital's knowledge, neither Grantor (nor any other person or entity) is in default under the Agreement and, further, First Digital is not aware of any present condition of the Subject Property that, if not cured or corrected, would constitute a default on the part of Grantor, First Digital, or any other person or entity.
4. First Digital is not a party to any pending litigation, proceeding, dispute, claim, or action relating to the Agreement, or the Subject Property, including without limitation any voluntary or involuntary action in bankruptcy, and, to First Digital's knowledge, no such litigation, proceeding, dispute, claim or action involving Grantor or any other person or entity has been threatened or exists.
5. First Digital does not have any right or option to acquire the Subject Property, in whole or in part, under the Agreement or otherwise and, further, First Digital does not have any interest in the Subject Property or any improvements now or hereafter constructed thereon other than as specified in the Agreement.
6. Concurrently with, and in the event of, any modification, change, alteration, extension, termination, or amendment of the Agreement in any respect (subject to the terms and conditions of the Agreement), First Digital, in writing and, then, with true and complete evidentiary documentation thereof, shall notify Intermountain Healthcare.
7. First Digital recognizes and acknowledges that these statements, certifications and affirmations will be relied upon by Intermountain Healthcare in connection with, as an inducement for, and as a condition precedent to the sale and purchase of that part of the Subject Property described in attached **Exhibit C** (the "**Sale Parcel**") and, as such, that this Estoppel Certificate shall, and is intended to, be relied upon by Intermountain Healthcare (and its successors and assigns).

For purposes of this Estoppel Certificate, "**to First Digital's knowledge**" (or comparable phrases) means the current, actual knowledge of Wesley McDougal, the President of First Digital.

NTA 15-1919AB

IN WITNESS WHEREOF, the undersigned has caused this Estoppel Certificate to be duly executed as of the 20th day of October, 2017.

FIRST DIGITAL TELECOM, LLC, a Utah limited liability company

By: Wesley McDougal
Print Name: Wesley McDougal
Title: President

Dated this 15th day of September, 2017

STATE OF UTAH)
 ss.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 15 day of SEPTEMBER, 2017, by Wesley McDougal, the President of First Digital Telecom, LLC, a limited liability company.



Teara Bryan
Notary Public for Utah
Residing at: UTAH
My commission expires: 06/19/19

EXHIBIT "A"
(Copy of Agreement)

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ENT 63648:2014 PG 1 of 11
Jeffery Smith
Utah County Recorder
2014 Sep 08 01:41 PM FEE \$7.00 BY CLS
RECORDED FOR Cottonwood Title Insurance Agr
ELECTRONICALLY RECORDED

PREPARED BY AND WHEN
RECORDED PLEASE RETURN TO:

Barton L. Gertsch, Esq.
Parr Brown Gee & Loveless
185 South State Street, Suite 800
Salt Lake City, Utah 84111-1537

COMMUNICATIONS EASEMENT AGREEMENT

THIS COMMUNICATIONS EASEMENT AGREEMENT (the "Agreement") is entered into as of the 25 day of August, 2014, between Anderson Geneva, LLC, a Delaware limited liability company; Ice Castle Retirement Fund, LLC, a Delaware limited liability company; and Anderson Geneva Development, Inc., a Utah corporation (collectively "Grantor"), whose address for purposes hereof is 9537 South 700 East, Sandy, Utah 84070, and FirstDigital Telecom, LLC, a Utah limited liability company ("FirstDigital"), whose address is 90 South 400 West, Suite M-100, Salt Lake City, Utah 84101. (Grantor and FirstDigital are referred to in this instrument collectively as the "Parties," and individually as a "Party.")

RECITALS

A. Grantor is the owner of a master planned office, retail, industrial and residential development known generally as @Geneva which is located on the former Geneva Steel Mill site located generally west of Geneva Road, south of 1700 North and north of 500 South in Vineyard, Utah County, Utah (such development together with related grounds, improvements, and facilities is referred to in this Agreement as the "Project"). The legal descriptions of the portions of the Project that are owned by Grantor. (the "Property") is more particularly described on Exhibit A, attached hereto and incorporated herein by this reference.

B. FirstDigital is a certified competitive local exchange carrier authorized to provide communications services including voice, video, and high-speed data access in the state of Utah.

C. Due to the lack of any telecommunications facilities in the Project and the costs associated with providing high speed commercial and residential broadband services, Grantor desires to contract with FirstDigital to provide at FirstDigital's cost and expense one communications infrastructure consisting of fiber optic cabling (and, as requested by users and as commercially reasonable, coaxial and copper cabling) to each commercial, retail, industrial and residential user in the Project as set forth below.

D. Grantor desires to have FirstDigital provide ongoing management and maintenance of such communications infrastructure in order to assist in accommodating the needs of the diverse purchasers of various portions of the Project, providing security to the Project's many communications utility tunnels/closets, maintaining the integrity of the Project's infrastructure during construction and the build out of new phases and providing maximum uptime for users.

E. Grantor desires to have FirstDigital provide high broadband speeds with competitive packages and rates. Initially, FirstDigital will provide fiber to the residential, industrial, commercial and retail users with broadband speeds up to 1 Gbps.

4834-4715-9833-8

F. Grantor desires to have FirstDigital's communications infrastructure available for use by other Communication Service Providers who interconnect with the communications network at the designated "Minimum Points of Entry," all in accordance with the terms of this Agreement, in order to help eliminate the duplication of facilities, prevent unnecessary trenching and the cutting of sidewalks and streets, and maintain the overall earth friendly, consistent and efficient use of resources within and throughout the Project.

AGREEMENT

NOW, THEREFORE, FOR THE SUM OF TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Grantor hereby agrees as follows:

1. Definitions. As used in this Agreement, each of the following terms shall have the indicated meaning:

"Building Infrastructure" means the closets, risers, pathways, shafts, raceways, conduits, and innerducts in buildings throughout the Project on, through and by which FirstDigital will place its Communication Facilities in order to provide Communication Services to Users.

"Communications Facilities" means the facilities (e.g. fiber, copper and coaxial cables, towers, satellites, other broadcasting and receiving devices, conduits, junction boxes), beginning at the demarcation point or points at the boundary or boundaries of the Project and ending at the entry Demarcation Point at the User's space, as applicable, by means of which the Communications Services are provided to the User, as such systems and facilities are updated, supplemented or replaced from time to time.

"Communications Services" means voice, video, telecommunications and high speed data access services and any other services as may be offered to Users via Communications Facilities.

"Communications Service Provider" means any telecommunications company that is certified to provide Communications Services to customers in Utah.

"Demarcation Point" means the physical and electrical boundary between a User's voice, video, telecommunications and high speed data equipment and the Communications Facilities installed and owned by FirstDigital.

"Owner" means each person, who, at any given time, holds fee title to the Property or any portion thereof.

"User" means each Owner and any tenant, lessee, subtenant, sublessee, licensee or other occupant of all or any portion of the Property.

2. Grant of Easement. Grantor conveys and grants to FirstDigital and its successors and assigns an exclusive easement and right-of-way to design, engineer, construct, install, test, operate, maintain, repair, replace, relocate, remove and manage Communications Facilities on, under over and across the Property up to a User's Demarcation Point(s). In addition, Owner hereby grants to FirstDigital the sole and exclusive right and easement to design, engineer, construct, install, test, operate, maintain, repair, replace, relocate, and remove Communications Facilities in the Project up to a User's Demarcation Point(s) and to manage the way by which other Communication Service Providers shall gain access to such Demarcation Point(s). FirstDigital and its employees, agents, contractors, invitees, licensees shall have the right to access its Communications Facilities in the Project on a 24-hour-per-day 7-day-per-week basis.

3. Infrastructure. Each Owner will coordinate with FirstDigital to designate a mutually agreeable Demarcation Point(s) on its property and FirstDigital at its costs and expense will design, engineer, extend and install the Communication Facilities to such designated Demarcation Point(s).

4. Failure to Perform by First Digital. An Owner shall have the right to secure its own Communications Facilities and Services at its own cost and expense and to elect to terminate this Easement with respect to its property if FirstDigital breaches or fails to perform any obligation under this Easement and fails to cure such breach or failure within thirty (30) days after receipt of written notice from an Owner describing such breach or failure; provided, however, that (a) if the nature of the breach or failure is such that more than 30 days are reasonably required to cure, prior to such Owner having the right to terminate this Easement with respect to its property, FirstDigital shall have such period as is reasonably necessary to cure so long as it commences the cure of such breach within the 30-day period and after such commencement diligently prosecutes the same to completion; and (b) in no event shall an Owner have the right to terminate this Easement with respect to any property that is needed or is being used to provide Communications Facilities and Communications Services to other Users in the Project.

5. Repair of Damage. FirstDigital shall promptly repair any damage to the Project that is caused by FirstDigital's installation, use, maintenance, repair, or removal of Communications Facilities; provided that FirstDigital shall not be responsible for damage caused by Owner or other persons.

6. Ownership of Communications Facilities. FirstDigital will retain ownership of and title to all Communications Facilities installed at the Project by or on behalf of FirstDigital. The Communications Facilities will retain their character as personal property following their installation. In no event will the Communications Facilities installed at the Project by or on behalf of FirstDigital be deemed to be a fixture of the Project or of any User. Without limiting the generality of the foregoing, Owner shall not have the right to create any security interest in such Communications Facilities. FirstDigital shall have the right to grant a security interest in such Communications Facilities to one or more lenders and to assign its rights and obligations under this Agreement.

7. Other Communications Service Providers. FirstDigital recognizes and agrees that Users in the Project are not obligated to select FirstDigital as their Communications Service Provider. In the event any such User selects another Communications Service Provider, such User shall not be obligated hereunder to compensate FirstDigital for Communication Services obtained by User from another Communications Service Provider and FirstDigital shall reasonably cooperate with such other Communications Service Provider and allow such Communications Service Provider access to the requesting User in accordance with the terms of an interconnection agreement between FirstDigital and such other Communications Service Provider which contains terms and conditions acceptable to FirstDigital. No such interconnection shall adversely impact FirstDigital's Communications Facilities or FirstDigital's ability to provide Communications Services to the Project. Notwithstanding anything to the contrary in this Section 7, FirstDigital shall be entitled to compensation from the interconnecting Communications Service Provider or the User for the reasonable costs and fees associated with an interconnection of the other provider's equipment with FirstDigital's Communications Facilities.

8. Interconnection. All Communications Service Providers desiring to provide Communications Services to Users will do so by interconnecting to FirstDigital's Communications Facilities. Other than FirstDigital, no Owner nor FirstDigital shall permit any other Communications Service Provider to disrupt, dig, or excavate any streets, common areas or other property, or install any Equipment within the Project without the prior written consent of the applicable Owner and FirstDigital, which consent shall not be unreasonably withheld, conditioned or delayed. FirstDigital will have the

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authority to interconnect a Communications Service Provider's communications facilities to FirstDigital's Communications Facilities and need not obtain permission from an Owner to do so.

9. Quality of Service. FirstDigital will provide and maintain a quality of service with respect to its Communications Facilities equal to or greater than Bellcore standards.

10. Nature of Provisions. The Parties expressly intend that the rights and easements granted to FirstDigital shall be easements in gross and shall: (a) constitute a covenant running with the Property; (b) bind every person and Owner having any fee, leasehold, mortgage lien or other interest in any portion of the Property concerned; (c) bind any person and Owner whose title to the Property or any portion thereof is acquired by judicial foreclosure, trustee's sale, deed in lieu of foreclosure or other means.

11. Term of Agreement. Except as set forth in Section 4 above, this Agreement and the rights and easements granted to FirstDigital hereunder shall be perpetual unless terminated by Owner and FirstDigital.

12. General Provisions. This instrument shall be governed by, and construed and interpreted in accordance with, the laws (excluding the choice of laws rules) of the State of Utah. This instrument shall inure to the benefit of, and be binding on, the Parties and their respective successors and assigns. Whenever possible, each provision of this instrument shall be interpreted in such manner as to be valid under applicable law; but, if any provision of this instrument shall be invalid or prohibited under applicable law, such provision shall be ineffective to the extent of such invalidity or prohibition without invalidating the remainder of such provision or the remaining provisions of this instrument.

The parties have executed this Agreement to be effective on the Effective Date.

GRANTOR:

ICE CASTLE RETIREMENT FUND, LLC

By: ProManagement Utah, LLC/Its Manager

By: [Signature]

Glen R. Pettit, Manager

FIRSTDIGITAL:

FirstDigital Telecom, LLC,
a Utah limited liability company

By: Wesley McDougal

Name: WESLEY MCDUGAL

Title: President

ANDERSON GENEVA, LLC

By: [Signature]

Name: GERALD D. ANDERSON

Title: MGR

ANDERSON GENEVA DEVELOPMENT, INC.

By: [Signature]

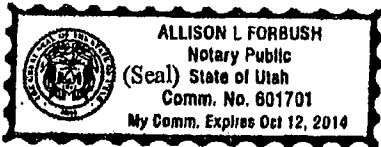
Name: GERALD D. ANDERSON

Title: PRES.

[S-1]

State of Utah)
) ss.
County of Salt Lake)

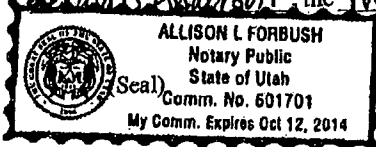
The foregoing instrument was acknowledged before me this 25 day of August, 2014, by Glen R. Pettit, Manager of ProManagment Utah, LLC, the Manager of ICE CASTLE RETIREMENT FUND, LLC.



Allison L Forbush
Notary Public

State of Utah)
) ss.
County of Salt Lake)

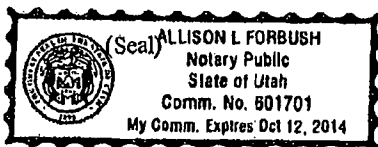
The foregoing instrument was acknowledged before me this 25 day of August, 2014, by Gerald D Anderson the Manager of ANDERSON GENEVA, LLC.



Allison L Forbush
Notary Public

State of Utah)
) ss.
County of Salt Lake)

The foregoing instrument was acknowledged before me this 25 day of August, 2014, by Gerald D Anderson, the President of ANDERSON GENEVA DEVELOPMENT, INC.



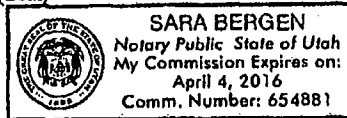
Allison L Forbush
Notary Public

[S-2]

State of Utah)
) ss.
County of Salt Lake)

The foregoing instrument was acknowledged before me this 28th day of August, 2014, by Wesley McDougal, the President of FIRSTDIGITAL TELECOM, LLC.

(Seal)



Sara Bergen

Notary Public

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EXHIBIT A

to

COMMUNICATIONS EASEMENT AGREEMENT

Legal Description of the Property

4834-4715-9833-8

Serial Number 17:019:0041

COM S 356.03 FT & W 28.93 FT FR SW COR, SEC. 5, T6S, R2E, SLB&M.; N 27 DEG 15' 52" W 1639.3 FT; E .24 FT; ALONG A CURVE TO R (CHORD BEARS: N 13 DEG 28' 45" E 747.99 FT, RADIUS = 572.95 FT); N 54 DEG 13' 44" E 1395.43 FT; S 1 DEG 26' 21" E .09 FT; N 89 DEG 38' 46" E 36.88 FT; ALONG A CURVE TO L (CHORD BEARS: N 74 DEG 1' 0" E 53.89 FT, RADIUS = 100.32 FT); ALONG A CURVE TO R (CHORD BEARS: N 74 DEG 1' 12" E 53.9 FT, RADIUS = 100.34 FT); N 89 DEG 39' 15" E 294.49 FT; ALONG A CURVE TO L (CHORD BEARS: S 61 DEG 2' 7" E 131.72 FT, RADIUS = 66 FT); ALONG A CURVE TO R (CHORD BEARS: N 57 DEG 21' 52" E 53.34 FT, RADIUS = 50.01 FT); N 89 DEG 39' 15" E 956.11 FT; S 0 DEG 20' 46" E 393.4 FT; N 89 DEG 58' 6" E 459.81 FT; N 0 DEG 1' 54" W 345.59 FT; N 89 DEG 7' 50" E 60.01 FT; S 0 DEG 1' 54" E 156.86 FT; E 1143.39 FT; S 0 DEG 20' 44" E 176.47 FT; E .16 FT; S 4 DEG 1' 16" E 258.97 FT; S 61 DEG 0' 34" W 71.18 FT; S 63 DEG 52' 25" W 315.37 FT; W 823.86 FT; S 0 DEG 0' 59" E 158.54 FT; ALONG A CURVE TO L (CHORD BEARS: S 3 DEG 55' 19" E 131.19 FT, RADIUS = 962.97 FT); S 7 DEG 49' 40" E 1116.19 FT; N 82 DEG 10' 20" E 854.71 FT; N 81 DEG 38' 8" E 596.68 FT; S 14 DEG 56' 19" E 599.01 FT; S 20 DEG 34' 54" E 280.7 FT; N 83 DEG 36' 19" E 29.09 FT; S 14 DEG 56' 37" E 283.93 FT; S 11 DEG 59' 41" E 25.69 FT; N 82 DEG 13' 40" E 108.33 FT; S 7 DEG 57' 37" E 35.24 FT; N 82 DEG 30' 21" E 149.03 FT; S 7 DEG 47' 31" E 160.02 FT; S 82 DEG 11' 5" W 42.37 FT; N 7 DEG 48' 57" W 99.4 FT; S 82 DEG 11' 3" W 40.44 FT; N 7 DEG 49' 33" W .38 FT; S 82 DEG 11' 3" W 100 FT; S 7 DEG 48' 53" E 100 FT; N 82 DEG 11' 5" E 182.8 FT; S 7 DEG 47' 29" E 1708.18 FT; S 82 DEG 11' 6" W 41.65 FT; N 7 DEG 48' 57" W 99.4 FT; S 82 DEG 11' 4" W 40.39 FT; N 7 DEG 49' 39" W .37 FT; S 82 DEG 11' 6" W 100 FT; S 7 DEG 48' 57" E 100 FT; N 82 DEG 11' 6" E 182.05 FT; S 7 DEG 47' 30" E 148.27 FT; N 89 DEG 31' 18" W 1297.89 FT; ALONG A CURVE TO R (CHORD BEARS: S 88 DEG 31' 20" W 550.91 FT, RADIUS = 7960.42 FT); N 47 DEG 15' 28" W 113.97 FT; S 82 DEG 0' 1" W 72.78 FT; N 8 DEG 0' 0" W 355.88 FT; ALONG A CURVE TO L (CHORD BEARS: N 12 DEG 30' 0" W 313.84 FT, RADIUS = 2000 FT); N 17 DEG 0' 0" W 143.33 FT; ALONG A CURVE TO R (CHORD BEARS: N 8 DEG 0' 0" W 312.87 FT, RADIUS = 1000 FT); N 1 DEG 0' 0" E 370.69 FT; ALONG A CURVE TO L (CHORD BEARS: N 3 DEG 24' 50" W 307.84 FT, RADIUS = 2000 FT); N 7 DEG 49' 40" W 310.49 FT; S 89 DEG 39' 23" W 2853.38 FT TO BEG. AREA 351.263 AC.

Serial Number 46:870:0002

LOT 2, MILL ROAD WEST SUBDIVISION

Serial Number 40:468:0001

LOT 1, GENEVA PARK EAST MEGAPLEX, PHASE 1 SUB AREA

Serial Number: 40:468:0005

PART LOT 2, GENEVA PARK EAST MEGAPLEX, PHASE 1 SUB DESCRIBED AS FOLLOWS; COM S 1061.81 FT & W 986.76 FT FR E 1/4 COR. SEC. 8, T6S, R2E, SLB&M.; S .02 FT; S 89 DEG 59' 58" W 537.16 FT; ALONG A CURVE TO L (CHORD BEARS: N 46 DEG 25' 19" W 159.01 FT, RADIUS = 899.01 FT); N 37 DEG 44' 14" E 31.61 FT; ALONG A CURVE TO R (CHORD BEARS: N 78 DEG 21' 45" E 228.04 FT, RADIUS = 175.09 FT); S 62 DEG 33' 19" E 330.77 FT; ALONG A CURVE TO L (CHORD BEARS: S 76 DEG 22' 32" E 119.47 FT, RADIUS = 249.69 FT) TO BEG. AREA 1.587 AC.

Serial Number: 40:468:0006

PART LOT 2, GENEVA PARK EAST MEGAPLEX, PHASE 1 SUB DESCRIBED AS FOLLOWS; COM S 1848.95 FT & W 77.94 FT FR E 1/4 COR. SEC. 8, T6S, R2E, SLB&M.; S 86 DEG 38' 21" W 36.41 FT; ALONG A CURVE TO R (CHORD BEARS: S 88 DEG 14' 45" W 89.74 FT, RADIUS = 1735.56 FT); S 89 DEG 51' 15" W 126.6 FT; N 792.35 FT; N 89 DEG 59' 57" E 140.64 FT; S 8 DEG 5' 53" E 795.08 FT TO BEG. AREA 3.575 AC.

Serial Number: 17:030:0001

COM S 21.53 FT & W 337.97 FT FR E 1/4 COR. SEC. 8, T6S, R2E, SLB&M.; S 89 DEG 31' 19" E 50.38 FT; S 7 DEG 47' 29" E 2662.29 FT; S 89 DEG 26' 1" W 36.39 FT; S 89 DEG 26' 4" W 67.9 FT; N 0 DEG 25' 44" W 74.2 FT; ALONG A CURVE TO R (CHORD BEARS: N 87 DEG 27' 28" E 58.19 FT, RADIUS = 789.5 FT); N 8 DEG 5' 53" W 2588.19 FT TO BEG. AREA 2.720 AC.

Serial Number: 46:861:0001

LOT 1, MILL ROAD EAST SUB AREA

Serial Number: 40:454:0005

LOT 5, GENEVA GATEWAY SUB AREA

Serial Number: 40:454:0006

LOT 6, GENEVA GATEWAY SUB AREA

Serial Number: 40:454:0001

LOT 1, GENEVA GATEWAY SUB AREA

Serial Number: 40:454:0002

LOT 2, GENEVA GATEWAY SUB AREA

Serial Number: 40:454:0003

LOT 3, GENEVA GATEWAY SUB AREA

Serial Number: 17:024:0002

COM S 12.45 FT & W 1849.12 FT FR E 1/4 COR. SEC. 6, T6S, R2E, SLB&B; S 23 DEG 28' 16" W 78.15 FT; S 25 DEG 52' 51" W 479.55 FT; ALONG A CURVE TO L (CHORD BEARS: S 24 DEG 40' 55" W 151.91 FT, RADIUS = 3630 FT); N 64 DEG 7' 10" W 75.53 FT; ALONG A CURVE TO R (CHORD BEARS: N 31 DEG 27' 9" W 161.93 FT, RADIUS = 150 FT); N 1 DEG 12' 51" E 174.21 FT; ALONG A CURVE TO L (CHORD BEARS: N 26 DEG 35' 32" W 326.54 FT, RADIUS = 350 FT); N 89 DEG 37' 33" E 598.79 FT TO BEG. AREA 4.555 AC.

Serial Number: 17:026:0034

COM N 2462.43 FT & E 1168.95 FT FR SW COR. SEC. 8, T6S, R2E, SLB&M.; S 80 DEG 36' 52" W 443.17 FT; S 74 DEG 24' 40" W 200 FT; S 70 DEG 3' 10" W 857.94 FT; N 85 DEG 31' 24" W 44.58 FT; S 79 DEG 57' 25" W 101.37 FT; S 20 DEG 11' 15" W 77.15 FT; S 74 DEG 24' 40" W 190.81 FT; ALONG A CURVE TO R (CHORD BEARS: N 67 DEG 12' 48" W 1797.25 FT, RADIUS = 1447.5 FT); N 10 DEG 50' 58" W 33.53 FT; N 26 DEG 42' 1" W 43.55 FT; N 49 DEG 42' 12" W 24.28 FT; ALONG A CURVE TO R (CHORD BEARS: N 12 DEG 28' 33" W 625.4 FT, RADIUS = 1447.5 FT); N 1273.27 FT; N 45 DEG 0' 0" E 60.81 FT; E 5 FT; N 105 FT; W 9 FT; N 45 DEG 0' 0" W 55.15 FT; N 1065.34 FT; ALONG A CURVE TO R (CHORD BEARS: N 9 DEG 37' 14" E 1152.3 FT, RADIUS = 3447.5 FT); N 39 DEG 12' 1" E 409.57 FT; N 25 DEG 52' 51" E 460.33 FT; S 27 DEG 15' 52" E 1484.05 FT; S 62 DEG 43' 53" W 15.12 FT; S 62 DEG 44' 8" W 100 FT; S 27 DEG 15' 47" E 1.52 FT; S 62 DEG 44' 16" W 9.25 FT; S 27 DEG 15' 52" E 100 FT; N 62 DEG 44' 8" E 100 FT; N 27 DEG 15' 21" W 1.52 FT; N 62 DEG 44' 0" E 9.24 FT; N 62 DEG 43' 47" E 15.13 FT; S 27 DEG 15' 52" E 870.68 FT; S 62 DEG 44' 8" W 123.55 FT; S 27 DEG 15' 31" E 1.53 FT; S 62 DEG 43' 35" W .83 FT; S 27 DEG 15' 52" E 100 FT; N 62 DEG 44' 8" E 100 FT; N 27 DEG 15' 42" W 1.54 FT; N 62 DEG 45' 14" E .83 FT; N 62 DEG 43' 50" E 23.55 FT; S 27 DEG 15' 52" E 886.21 FT; S 62 DEG 43' 53" W 23.55 FT; S 62 DEG 44' 8" W 100 FT; S 27 DEG 15' 31" E 1.48 FT; S 62 DEG 44' 34" W 1.1 FT; S 27 DEG 15' 52" E 100 FT; N 62 DEG 44' 8" E 100 FT; N 27 DEG 14' 35" W 1.48 FT; N 62 DEG 44' 34" E 1.1 FT; N 62 DEG 43' 53" E 23.55 FT; S 27 DEG 15' 52" E 328.39 FT; S 24 DEG 21' 37" E 522.67 FT; S 59 DEG 54' 10" W 214.95 FT; S 59 DEG 54' 29" W 100 FT; S 30 DEG 5' 35" E 100 FT; N 59 DEG 54' 28" E 100 FT; N 62 DEG 43' 50" E 207.54 FT; S 30 DEG 17' 45" E 32.36 FT; S 59 DEG 51' 31" W 281.48 FT; S 59 DEG 51' 31" W 100 FT; S 30 DEG 8' 29" E 100 FT; N 59 DEG 51' 32" E 381.75 FT; S 30 DEG 17' 44" E 1090.12 FT; S 59 DEG 54' 10" W 284.58 FT; N 30 DEG 8' 31" W 32.37 FT; S 59 DEG 51' 31" W 100 FT; S 30 DEG 8' 31" E 32.29 FT; S 59 DEG 54' 31" W 27.08 FT; S 30 DEG 5' 34" E 100 FT; N 59 DEG 54' 29" E 100 FT; N 59 DEG 54' 10" E 312.01 FT; S 30 DEG 17' 44" E 164.99 FT TO BEG. AREA 252.420

AC. ALSO COM N 6348.72 FT & W 905.38 FT FR SW COR. SEC. 8, T6S, R2E, SLB&M.; N 27 DEG 15' 34" W 100 FT; N 62 DEG 44' 12" E 14.52 FT; S 27 DEG 15' 52" E 100 FT; S 62 DEG 44' 5" W 14.53 FT TO BEG. AREA 0.033 AC. ALSO COM N 5568.89 FT & W 514.07 FT FR SW COR. SEC. 8, T6S, R2E, SLB&M.; S 27 DEG 15' 34" E 100 FT; N 62 DEG 44' 10" E 23.02 FT; N 27 DEG 15' 52" W 100 FT; S 62 DEG 44' 10" W 23.01 FT TO BEG. AREA 0.053 AC. ALSO COM N 4603.31 FT & W 16.57 FT FR SW COR. SEC. 8, T6S, R2E, SLB&M.; N 27 DEG 15' 34" W 100 FT; N 62 DEG 44' 12" E 23.11 FT; S 27 DEG 15' 52" E 100 FT; S 62 DEG 44' 7" W 23.12 FT TO BEG. AREA 0.053 AC. ALSO COM N 3651.72 FT & E 234.46 FT FR SW COR. SEC. 8, T6S, R2E, SLB&M.; N 30 DEG 5' 15" W 100 FT; N 59 DEG 54' 28" E 214.6 FT; S 24 DEG 21' 37" E 77.74 FT; S 30 DEG 17' 43" E 32.87 FT; S 62 DEG 44' 8" W 207.21 FT TO BEG. AREA 0.506 AC. ALSO COM N 2448.45 FT & E 815.77 FT FR SW COR. SEC. 8, T6S, R2E, SLB&M.; N 30 DEG 5' 15" W 32.34 FT; N 59 DEG 51' 29" E 27.15 FT; N 30 DEG 8' 29" W 67.64 FT; N 59 DEG 54' 28" E 284.56 FT; S 30 DEG 17' 44" E 100 FT; S 59 DEG 54' 28" W 312.01 FT TO BEG. AREA 0.673 AC. ALSO COM N 3491.13 FT & E 241.7 FT FR SW COR. SEC. 8, T6S, R2E, SLB&M.; N 30 DEG 8' 10" W 100 FT; N 59 DEG 51' 49" E 281.41 FT; S 30 DEG 17' 44" E 100 FT; S 59 DEG 51' 50" W 281.69 FT TO BEG. AREA 0.646 AC. TOTAL AREA 254.385 AC.

Serial Number: 40:455:0004

LOT 4, GENEVA PARK WEST SUB AREA

Serial Number: 40:455:0003

LOT 3, GENEVA PARK WEST SUB AREA

Serial Number: 38:437:0001

LOT 1, EASTLAKE AT GENEVA INDUSTRIAL BUSINESS PARK, PHASE 4 SUB AREA

Serial Number: 38:437:0002

LOT 2, EASTLAKE AT GENEVA INDUSTRIAL BUSINESS PARK, PHASE 4 SUB AREA

Serial Number: 38:437:0003

LOT 3, EASTLAKE AT GENEVA INDUSTRIAL BUSINESS PARK, PHASE 4 SUB AREA

Serial Number: 38:437:0004

LOT 4, EASTLAKE AT GENEVA INDUSTRIAL BUSINESS PARK, PHASE 4 SUB AREA

Serial Number: 38:437:0005

LOT 5, EASTLAKE AT GENEVA INDUSTRIAL BUSINESS PARK, PHASE 4 SUB AREA

EXHIBIT "B"

(Legal Description and Depiction of Subject Property)

Serial Number 17:019:0041

COM S 356.03 FT & W 28.93 FT FR SW COR. SEC. 5, T6S, R2E, SLB&M.; N 27 DEG 15' 52" W 1639.3 FT; E .24 FT; ALONG A CURVE TO R (CHORD BEARS: N 13 DEG 28' 45" E 747.99 FT, RADIUS = 572.95 FT); N 54 DEG 13' 44" E 1395.43 FT; S 1 DEG 26' 21" E .09 FT; N 89 DEG 38' 46" E 36.88 FT; ALONG A CURVE TO L (CHORD BEARS: N 74 DEG 1' 0" E 53.89 FT, RADIUS = 100.32 FT); ALONG A CURVE TO R (CHORD BEARS: N 74 DEG 1' 12" E 53.9 FT, RADIUS = 100.34 FT); N 89 DEG 39' 15" E 294.49 FT; ALONG A CURVE TO L (CHORD BEARS: S 61 DEG 2' 7" E 131.72 FT, RADIUS = 66 FT); ALONG A CURVE TO R (CHORD BEARS: N 57 DEG 21' 52" E 53.34 FT, RADIUS = 50.01 FT); N 89 DEG 39' 15" E 956.11 FT; S 0 DEG 20' 45" E 393.4 FT; N 89 DEG 58' 6" E 459.81 FT; N 0 DEG 1' 54" W 345.59 FT; N 89 DEG 7' 50" E 60.01 FT; S 0 DEG 1' 54" E 156.86 FT; E 1143.39 FT; S 0 DEG 20' 44" E 176.47 FT; E .16 FT; S 4 DEG 1' 15" E 258.97 FT; S 61 DEG 0' 34" W 71.18 FT; S 63 DEG 52' 25" W 315.37 FT; W 823.86 FT; S 0 DEG 0' 59" E 158.54 FT; ALONG A CURVE TO L (CHORD BEARS: S 3 DEG 55' 19" E 131.19 FT, RADIUS = 962.97 FT); S 7 DEG 49' 40" E 1116.19 FT; N 82 DEG 10' 20" E 854.71 FT; N 81 DEG 38' 8" E 596.68 FT; S 14 DEG 56' 19" E 599.01 FT; S 20 DEG 34' 54" E 280.7 FT; N 83 DEG 36' 19" E 29.09 FT; S 14 DEG 56' 37" E 283.93 FT; S 11 DEG 59' 41" E 25.69 FT; N 82 DEG 13' 40" E 108.33 FT; S 7 DEG 57' 37" E 35.24 FT; N 82 DEG 30' 21" E 149.03 FT; S 7 DEG 47' 31" E 160.02 FT; S 82 DEG 11' 5" W 42.37 FT; N 7 DEG 48' 57" W 99.4 FT; S 82 DEG 11' 3" W 40.44 FT; N 7 DEG 49' 33" W .38 FT; S 82 DEG 11' 3" W 100 FT; S 7 DEG 48' 53" E 100 FT; N 82 DEG 11' 5" E 182.8 FT; S 7 DEG 47' 28" E 1708.18 FT; S 82 DEG 11' 6" W 41.65 FT; N 7 DEG 48' 57" W 99.4 FT; S 82 DEG 11' 4" W 40.39 FT; N 7 DEG 49' 39" W .37 FT; S 82 DEG 11' 6" W 100 FT; S 7 DEG 48' 57" E 100 FT; N 82 DEG 11' 6" E 182.05 FT; S 7 DEG 47' 30" E 148.27 FT; N 89 DEG 31' 18" W 1297.89 FT; ALONG A CURVE TO R (CHORD BEARS: S 88 DEG 31' 20" W 550.91 FT, RADIUS = 7960.42 FT); N 47 DEG 15' 28" W 113.97 FT; S 82 DEG 0' 1" W 72.78 FT; N 8 DEG 0' 0" W 355.88 FT; ALONG A CURVE TO L (CHORD BEARS: N 12 DEG 30' 0" W 313.84 FT, RADIUS = 2000 FT); N 17 DEG 0' 0" W 143.33 FT; ALONG A CURVE TO R (CHORD BEARS: N 8 DEG 0' 0" W 312.87 FT, RADIUS = 1000 FT); N 1 DEG 0' 0" E 370.69 FT; ALONG A CURVE TO L (CHORD BEARS: N 3 DEG 24' 50" W 307.84 FT, RADIUS = 2000 FT); N 7 DEG 49' 40" W 310.49 FT; S 89 DEG 39' 23" W 2853.38 FT TO BEG. AREA 351.263 AC.

Serial Number 46:870:0002

LOT 2, MILL ROAD WEST SUBDIVISION

Serial Number 40:468:0001

LOT 1, GENEVA PARK EAST MEGAPLEX, PHASE 1 SUB AREA

Serial Number: 40:468:0005

PART LOT 2, GENEVA PARK EAST MEGAPLEX, PHASE 1 SUB DESCRIBED AS FOLLOWS; COM S 1061.81 FT & W 986.75 FT FR E 1/4 COR. SEC. 8, T6S, R2E, SLB&M.; S .02 FT; S 89 DEG 59' 58" W 537.16 FT; ALONG A CURVE TO L (CHORD BEARS: N 46 DEG 25' 19" W 159.01 FT, RADIUS = 899.01 FT); N 37 DEG 44' 14" E 31.61 FT; ALONG A CURVE TO R (CHORD BEARS: N 78 DEG 21' 45" E 228.04 FT, RADIUS = 175.09 FT); S 62 DEG 33' 19" E 330.77 FT; ALONG A CURVE TO L (CHORD BEARS: S 76 DEG 22' 32" E 119.47 FT, RADIUS = 249.69 FT) TO BEG. AREA 1.587 AC.

Serial Number: 40:468:0006

PART LOT 2, GENEVA PARK EAST MEGAPLEX, PHASE 1 SUB DESCRIBED AS FOLLOWS; COM S 1848.95 FT & W 77.94 FT FR E 1/4 COR. SEC. 8, T6S, R2E, SLB&M.; S 86 DEG 38' 21" W 36.41 FT; ALONG A CURVE TO R (CHORD BEARS: S 88 DEG 14' 45" W 89.74 FT, RADIUS = 1735.56 FT); S 89 DEG 51' 15" W 126.6 FT; N 792.35 FT; N 89 DEG 59' 57" E 140.64 FT; S 8 DEG 5' 53" E 795.08 FT TO BEG. AREA 3.575 AC.

Serial Number: 17:030:0001

COM S 21.53 FT & W 337.97 FT FR E 1/4 COR. SEC. 8, T6S, R2E, SLB&M.; S 89 DEG 31' 19" E 50.38 FT; S 7 DEG 47' 29" E 2662.29 FT; S 89 DEG 26' 1" W 36.39 FT; S 89 DEG 26' 4" W 67.9 FT; N 0 DEG 25' 44" W 74.2 FT; ALONG A CURVE TO R (CHORD BEARS: N 87 DEG 27' 28" E 58.19 FT, RADIUS = 789.5 FT); N 8 DEG 5' 53" W 2588.19 FT TO BEG. AREA 2.720 AC.

Serial Number: 46:861:0001

LOT 1, MILL ROAD EAST SUB AREA

Serial Number: 40:454:0005

LOT 5, GENEVA GATEWAY SUB AREA

Serial Number: 40:454:0006

LOT 6, GENEVA GATEWAY SUB AREA

Serial Number: 40:454:0001

LOT 1, GENEVA GATEWAY SUB AREA

Serial Number: 40:454:0002

LOT 2, GENEVA GATEWAY SUB AREA

Serial Number: 40:454:0003

LOT 3, GENEVA GATEWAY SUB AREA

Serial Number: 17:024:0002

COM S 12.45 FT & W 1849.12 FT FR E 1/4 COR. SEC. 6, T6S, R2E, SLB&B; S 23 DEG 26' 16" W 78.15 FT; S 25 DEG 52' 51" W 479.55 FT; ALONG A CURVE TO L (CHORD BEARS: S 24 DEG 40' 55" W 151.91 FT, RADIUS = 3630 FT); N 64 DEG 7' 10" W 75.53 FT; ALONG A CURVE TO R (CHORD BEARS: N 31 DEG 27' 9" W 161.93 FT, RADIUS = 150 FT); N 1 DEG 12' 51" E 174.21 FT; ALONG A CURVE TO L (CHORD BEARS: N 26 DEG 35' 32" W 326.54 FT, RADIUS = 350 FT); N 89 DEG 37' 33" E 598.79 FT TO BEG. AREA 4.555 AC.

Serial Number: 17:026:0034

COM N 2462.43 FT & E 1168.95 FT FR SW COR. SEC. 8, T6S, R2E, SLB&M.; S 80 DEG 36' 52" W 443.17 FT; S 74 DEG 24' 40" W 200 FT; S 70 DEG 3' 10" W 657.94 FT; N 85 DEG 31' 24" W 44.58 FT; S 79 DEG 57' 25" W 101.37 FT; S 20 DEG 11' 15" W 77.15 FT; S 74 DEG 24' 40" W 190.81 FT; ALONG A CURVE TO R (CHORD BEARS: N 67 DEG 12' 48" W 1797.25 FT, RADIUS = 1447.5 FT); N 10 DEG 50' 58" W 33.53 FT; N 26 DEG 42' 1" W 43.55 FT; N 49 DEG 42' 12" W 24.28 FT; ALONG A CURVE TO R (CHORD BEARS: N 12 DEG 28' 33" W 625.4 FT, RADIUS = 1447.5 FT); N 1273.27 FT; N 45 DEG 0' 0" E 60.81 FT; E 5 FT; N 105 FT; W 9 FT; N 45 DEG 0' 0" W 55.15 FT; N 1065.34 FT; ALONG A CURVE TO R (CHORD BEARS: N 9 DEG 37' 14" E 1152.3 FT, RADIUS = 3447.5 FT); N 39 DEG 12' 1" E 409.57 FT; N 25 DEG 52' 51" E 460.33 FT; S 27 DEG 15' 52" E 1484.05 FT; S 62 DEG 43' 53" W 15.12 FT; S 62 DEG 44' 8" W 100 FT; S 27 DEG 15' 47" E 1.52 FT; S 62 DEG 44' 16" W 9.25 FT; S 27 DEG 15' 52" E 100 FT; N 62 DEG 44' 8" E 100 FT; N 27 DEG 15' 21" W 1.52 FT; N 62 DEG 44' 0" E 9.24 FT; N 62 DEG 43' 47" E 15.13 FT; S 27 DEG 15' 52" E 870.68 FT; S 62 DEG 44' 8" W 123.55 FT; S 27 DEG 15' 31" E 1.53 FT; S 62 DEG 43' 35" W .83 FT; S 27 DEG 15' 52" E 100 FT; N 62 DEG 44' 8" E 100 FT; N 27 DEG 15' 42" W 1.54 FT; N 62 DEG 45' 14" E .83 FT; N 62 DEG 43' 50" E 23.55 FT; S 27 DEG 15' 52" E 886.21 FT; S 62 DEG 43' 53" W 23.55 FT; S 62 DEG 44' 8" W 100 FT; S 27 DEG 15' 31" E 1.48 FT; S 62 DEG 44' 34" W 1.1 FT; S 27 DEG 15' 52" E 100 FT; N 62 DEG 44' 8" E 100 FT; N 27 DEG 14' 35" W 1.48 FT; N 62 DEG 44' 34" E 1.1 FT; N 62 DEG 43' 53" E 23.55 FT; S 27 DEG 15' 52" E 328.39 FT; S 24 DEG 21' 37" E 522.67 FT; S 59 DEG 54' 10" W 214.95 FT; S 59 DEG 54' 29" W 100 FT; S 30 DEG 5' 35" E 100 FT; N 59 DEG 54' 28" E 100 FT; N 62 DEG 43' 50" E 207.54 FT; S 30 DEG 17' 45" E 32.36 FT; S 59 DEG 51' 31" W 281.48 FT; S 59 DEG 51' 31" W 100 FT; S 30 DEG 8' 29" E 100 FT; N 59 DEG 51' 32" E 381.75 FT; S 30 DEG 17' 44" E 1090.12 FT; S 59 DEG 54' 10" W 284.58 FT; N 30 DEG 8' 31" W 32.37 FT; S 59 DEG 51' 31" W 100 FT; S 30 DEG 8' 31" E 32.29 FT; S 59 DEG 54' 31" W 27.08 FT; S 30 DEG 5' 34" E 100 FT; N 59 DEG 54' 29" E 100 FT; N 59 DEG 54' 10" E 312.01 FT; S 30 DEG 17' 44" E 164.99 FT TO BEG. AREA 252.420

AC. ALSO COM N 6346.72 FT & W 905.38 FT FR SW COR. SEC. 8, T6S, R2E, SLB&M.; N 27 DEG 15' 34" W 100 FT; N 62 DEG 44' 12" E 14.52 FT; S 27 DEG 15' 52" E 100 FT; S 62 DEG 44' 5" W 14.53 FT TO BEG. AREA 0.033 AC. ALSO COM N 5568.89 FT & W 514.07 FT FR SW COR. SEC. 8, T6S, R2E, SLB&M.; S 27 DEG 15' 34" E 100 FT; N 62 DEG 44' 10" E 23.02 FT; N 27 DEG 15' 52" W 100 FT; S 62 DEG 44' 10" W 23.01 FT TO BEG. AREA 0.053 AC. ALSO COM N 4603.31 FT & W 16.57 FT FR SW COR. SEC. 8, T6S, R2E, SLB&M.; N 27 DEG 15' 34" W 100 FT; N 62 DEG 44' 12" E 23.11 FT; S 27 DEG 15' 52" E 100 FT; S 62 DEG 44' 7" W 23.12 FT TO BEG. AREA 0.053 AC. ALSO COM N 3651.72 FT & E 234.46 FT FR SW COR. SEC. 8, T6S, R2E, SLB&M.; N 30 DEG 5' 15" W 100 FT; N 59 DEG 54' 28" E 214.6 FT; S 24 DEG 21' 37" E 77.74 FT; S 30 DEG 17' 43" E 32.87 FT; S 62 DEG 44' 8" W 207.21 FT TO BEG. AREA 0.506 AC. ALSO COM N 2448.45 FT & E 815.77 FT FR SW COR. SEC. 8, T6S, R2E, SLB&M.; N 30 DEG 5' 15" W 32.34 FT; N 59 DEG 51' 29" E 27.15 FT; N 30 DEG 8' 29" W 67.64 FT; N 59 DEG 54' 28" E 284.56 FT; S 30 DEG 17' 44" E 100 FT; S 59 DEG 54' 28" W 312.01 FT TO BEG. AREA 0.673 AC. ALSO COM N 3491.13 FT & E 241.7 FT FR SW COR. SEC. 8, T6S, R2E, SLB&M.; N 30 DEG 8' 10" W 100 FT; N 59 DEG 51' 49" E 281.41 FT; S 30 DEG 17' 44" E 100 FT; S 59 DEG 51' 50" W 281.69 FT TO BEG. AREA 0.646 AC. TOTAL AREA 254.385 AC.

Serial Number: 40:455:0004

LOT 4, GENEVA PARK WEST SUB AREA

Serial Number: 40:455:0003

LOT 3, GENEVA PARK WEST SUB AREA

Serial Number: 38:437:0001

LOT 1, EASTLAKE AT GENEVA INDUSTRIAL BUSINESS PARK, PHASE 4 SUB AREA

Serial Number: 38:437:0002

LOT 2, EASTLAKE AT GENEVA INDUSTRIAL BUSINESS PARK, PHASE 4 SUB AREA

Serial Number: 38:437:0003

LOT 3, EASTLAKE AT GENEVA INDUSTRIAL BUSINESS PARK, PHASE 4 SUB AREA

Serial Number: 38:437:0004

LOT 4, EASTLAKE AT GENEVA INDUSTRIAL BUSINESS PARK, PHASE 4 SUB AREA

Serial Number: 38:437:0005

LOT 5, EASTLAKE AT GENEVA INDUSTRIAL BUSINESS PARK, PHASE 4 SUB AREA

EXHIBIT "C"

(Legal Description and Depiction of Sale Parcel)

Real property situated in Utah County, State of Utah, more particularly described as follows:

All of Lot 5, THE FORGE PLAT "A," on file and of record in the Utah County Recorder's Office, as recorded on January 20, 2017, as Entry No. 5688:2017, Map No. 15378.

Contains 221,951 sq. ft. or 5.095 acres

*39-258-0005- (2018)
a portion of: 40-468-0007 (2017)*

