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Book - 10157 Pg - 8974-9037  
Gary W. Ott  
Recorder, Salt Lake County, UT  
FOUNDERS TITLE  
BY: eCASH, DEPUTY - EF 64 P.

MSMCH Loan No. 13-40557

**CITY CREEK CENTER ASSOCIATES LLC,**  
as grantor  
(Borrower)

to

**FOUNDERS TITLE COMPANY,**  
as trustee  
(Trustee)

and

**MORGAN STANLEY MORTGAGE CAPITAL HOLDINGS LLC,**  
as beneficiary  
(Lender)

**FEE AND LEASEHOLD DEED OF TRUST, ASSIGNMENT OF LEASES AND RENTS,  
FIXTURE FILING AND SECURITY AGREEMENT**

Dated: As of July 9, 2013

Location: City Creek Shopping Center  
Salt Lake City, Utah

County: Salt Lake County, Utah

~~PREPARED BY AND UPON  
RECORDATION RETURN TO:~~

**When Recorded Return To:  
NATIONAL COMMERCIAL SERVICES  
1050 Wilshire Drive, Suite 310  
Troy, MI 48064  
File No. N-103100**

Paul Hastings LLP  
75 East 55th Street  
New York, New York 10022  
Attention: Eric Allendorf, Esq.

**FEE AND LEASEHOLD DEED OF TRUST, ASSIGNMENT OF RENTS, FIXTURE  
FILING AND SECURITY AGREEMENT**

**THIS FEE AND LEASEHOLD DEED OF TRUST, ASSIGNMENT OF LEASES AND RENTS, FIXTURE FILING AND SECURITY AGREEMENT** (this "Security Instrument") is made as of this 9th day of July, 2013, by CITY CREEK ASSOCIATES LLC, a Delaware limited liability company, having its principal place of business at c/o The Taubman Company LLC, 200 East Long Lake Road, Suite 300, Bloomfield Hills, Michigan 48304, as grantor ("Borrower") to FOUNDERS TITLE COMPANY, having an address at 746 East Winchester Street, Suite 100, Salt Lake City, UT 84107, as trustee] ("Trustee") for the benefit of MORGAN STANLEY MORTGAGE CAPITAL HOLDINGS LLC, a New York limited liability company, having an address at 1585 Broadway, 10th Floor, New York, New York 10036, as beneficiary ("Lender").

**WITNESSETH:**

**WHEREAS**, this Security Instrument is given to secure a loan (the "Loan") in the principal sum of Eighty-Five Million and No/100 Dollars (\$85,000,000.00) advanced pursuant to that certain Loan Agreement, dated as of the date hereof, between Borrower and Lender (as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time, the "Loan Agreement") and evidenced by that certain Promissory Note, dated as of the date hereof and made by Borrower, as maker, in favor of Lender, as payee, in the original aggregate principal amount of Eighty-Five Million and No/100 Dollars (\$85,000,000.00) (such Promissory Note, together with any and all renewals, modifications, consolidations and extensions thereof, are hereinafter collectively referred to as the "Note");

**WHEREAS**, Borrower desires to secure the payment of the Debt (as defined in the Loan Agreement) and the performance of all of its obligations under the Note, the Loan Agreement and the other Loan Documents; and

**WHEREAS**, this Security Instrument is given pursuant to the Loan Agreement, and payment, fulfilment, and performance by Borrower of its obligations thereunder and under the other Loan Documents are secured hereby, and each and every term and provision of the Loan Agreement, and the Note, including the rights, remedies, obligations, covenants, conditions, agreements, indemnities, representations and warranties of the parties therein, are hereby incorporated by reference herein as though set forth in full and shall be considered a part of this Security Instrument (the Loan Agreement, the Note, this Security Instrument, that certain Assignment of Leases and Rents of even date herewith made by Borrower in favor of Lender (the "Assignment of Leases") and all other documents executed by Borrower evidencing or securing the Debt or executed by Borrower in connection therewith, are hereinafter referred to collectively as the "Loan Documents").

**NOW THEREFORE**, in consideration of the making of the Loan by Lender and the covenants, agreements, representations and warranties set forth in this Security Instrument:

## ARTICLE 1

### GRANTS OF SECURITY

Section 1.1 Property Conveyed. Borrower does hereby irrevocably grant, bargain, sell, pledge, assign, warrant, transfer and convey unto Trustee, in trust, with Power of Sale for the benefit of Lender as beneficiary, all of Borrower's present and future estate right, title and interest in, to and under the following property, rights, interests and estates now owned, or hereafter acquired by Borrower (collectively, the "Property");

(a) Land and Airspace. The real property described in Exhibit A attached hereto and made a part hereof (the "Airspace");

(b) Additional Land. All additional lands, airspaces, estates and development rights hereafter acquired by Borrower for use in connection with the Airspace and the development of the Airspace and all additional lands and estates therein which may, from time to time, by supplemental mortgage or otherwise, be expressly made subject to the lien of this Security Instrument;

(c) Improvements. The buildings, structures, fixtures, additions, enlargements, extensions, modifications, repairs, replacements and improvements now or hereafter erected or located on or in the Airspace (collectively, the "Improvements");

(d) Easements. All easements, rights-of-way or use, rights, strips and gores of land, streets, ways, alleys, passages, sewer rights, water, water courses, water rights and powers, air rights and development rights, and all estates, rights, titles, interests, privileges, liberties, servitudes, tenements, hereditaments and appurtenances of any nature whatsoever, in any way now or hereafter belonging, relating or pertaining to the Airspace and the Improvements (including, but not limited to the REA) and the reversions and remainders, and all land lying in the bed of any street, road or avenue, opened or proposed, in front of or adjoining the Airspace, to the center line thereof and all the estates, rights, titles, interests, dower and rights of dower, curtesy and rights of curtesy, property, possession, claim and demand whatsoever, both at law and in equity, of Borrower of, in and to the Airspace and the Improvements and every part and parcel thereof, with the appurtenances thereto;

(e) Equipment. All of Borrower's right, title and interest in and to all "equipment," as such term is defined in Article 9 of the Uniform Commercial Code (hereinafter defined), now owned or hereafter acquired by Borrower, which is used at or in connection with the Improvements or the Airspace or is located thereon or therein (including, but not limited to, all machinery, equipment, furnishings, and electronic data-processing and other office equipment now owned or hereafter acquired by Borrower and any and all additions, substitutions and replacements of any of the foregoing), together with all attachments, components, parts, equipment and accessories installed thereon or affixed thereto (collectively, the "Equipment"). Notwithstanding the foregoing, the Equipment shall not include any property belonging to tenants under leases except to the extent that Borrower shall have any right or interest therein;

(f) Fixtures. All of Borrower's right, title and interest in and to all Equipment now owned, or the ownership of which is hereafter acquired, by Borrower which is so related to the Airspace and Improvements forming part of the Property that it is deemed fixtures or real property under the law of the particular state in which the Equipment is located, including, without limitation, all building or construction materials intended for construction, reconstruction, alteration or repair of or installation on the Property, construction equipment, appliances, machinery, plant equipment, fittings, apparatuses, fixtures and other items now or hereafter attached to, installed in or used in connection with (temporarily or permanently) any of the Improvements or the Airspace, including, but not limited to, engines, devices for the operation of pumps, pipes, plumbing, cleaning, call and sprinkler systems, fire extinguishing apparatuses and equipment, heating, ventilating, plumbing, laundry, incinerating, electrical, air conditioning and air cooling equipment and systems, gas and electric machinery, appurtenances and equipment, pollution control equipment, security systems, disposals, dishwashers, refrigerators and ranges, recreational equipment and facilities of all kinds, and water, gas, electrical, storm and sanitary sewer facilities, utility lines and equipment (whether owned individually or jointly with others, and, if owned jointly, to the extent of Borrower's interest therein) and all other utilities whether or not situated in easements, all water tanks, water supply, water power sites, fuel stations, fuel tanks, fuel supply, and all other structures, together with all accessions, appurtenances, additions, replacements, betterments and substitutions for any of the foregoing and the proceeds thereof (collectively, the "Fixtures"). Notwithstanding the foregoing, "Fixtures" shall not include any property which tenants are entitled to remove pursuant to leases, except to the extent that Borrower shall have any right or interest therein;

(g) Personal Property. All furniture, furnishings, objects of art, machinery, goods, tools, supplies, appliances, general intangibles, contract rights, accounts, accounts receivable, franchises, licenses, certificates and permits, and all other personal property of any kind or character whatsoever (as defined in and subject to the provisions of the Uniform Commercial Code as hereinafter defined) other than Fixtures, which are now or hereafter owned by Borrower and which are located within or about the Airspace and the Improvements, together with all accessories, replacements and substitutions thereto or therefor and the proceeds thereof (collectively, the "Personal Property"), and the right, title and interest of Borrower in and to any of the Personal Property which may be subject to any security interests, as defined in the Uniform Commercial Code, as adopted and enacted by the state or states where any of the Property is located (the "Uniform Commercial Code"), superior in lien to the lien of this Security Instrument and all proceeds and products of the above;

(h) Leases and Rents. All existing and future leases, licenses, concessionaires, rental contracts and other agreements (whether or not in writing) affecting the use, enjoyment or occupancy of the Airspace and the Improvements, heretofore or hereafter entered into, whether before or after the filing by or against Borrower of any petition for relief under 11 U.S.C. §101 et seq., as the same may be amended from time to time (the "Bankruptcy Code") (collectively, the "Leases") and all right, title and interest of Borrower, its successors and assigns therein and thereunder, including, without limitation, cash or securities deposited thereunder to secure the performance by the lessees of their obligations thereunder and all rents, additional rents, revenues, issues and profits (including all oil and gas or other mineral royalties and bonuses) from the Airspace and the Improvements whether paid or accruing before or after the filing by or against Borrower of any petition for relief under the Bankruptcy Code

(collectively, the “Rents”) and all proceeds from the sale or other disposition of the Leases and the right to receive and apply the Rents to the payment of the Debt in accordance with the terms of the Loan Agreement;

(i) Condemnation Awards. Subject to the terms of the Loan Agreement, all awards or payments, including interest thereon, which may heretofore and hereafter be made with respect to the Property, whether from the exercise of the right of eminent domain (including, but not limited to, any transfer made in lieu of or in anticipation of the exercise of the right), or for a change of grade, or for any other injury to or decrease in the value of the Property;

(j) Insurance Proceeds. Subject to the terms of the Loan Agreement, all proceeds in respect of the Property under any insurance policies covering the Property, including, without limitation, the right to receive and apply the proceeds of any insurance, judgments, or settlements made in lieu thereof, for damage to the Property;

(k) Tax Certiorari. Subject to rights, if any, of tenants under Leases all refunds, rebates or credits in connection with reduction in real estate taxes and assessments charged against the Property as a result of tax certiorari or any applications or proceedings for reduction;

(l) Conversion. All proceeds of the conversion, voluntary or involuntary, of any of the foregoing including, without limitation, proceeds of insurance and condemnation awards, into cash or liquidation claims;

(m) Rights. The right, in the name and on behalf of Borrower, to appear in and defend any action or proceeding brought with respect to the Property and to commence any action or proceeding to protect the interest of Lender in the Property in accordance with the terms of the Loan Agreement;

(n) Agreements. To the extent assignable, all agreements, contracts, certificates, instruments, franchises, permits, licenses, plans, specifications and other documents, now or hereafter entered into, and all rights therein and thereto, respecting or pertaining to the use, occupation, construction, management or operation of the Airspace and any part thereof and any Improvements or respecting any business or activity conducted on the Airspace and any part thereof and all right, title and interest of Borrower therein and thereunder, including, without limitation, the right, during the continuance of any Event of Default hereunder, to receive and collect any sums payable to Borrower thereunder;

(o) Trademarks. All tradenames, trademarks, servicemarks, logos, copyrights, goodwill, books and records and all other general intangibles relating to or used in connection with the operation of the Property;

(p) Accounts. Subject to Borrower’s rights and obligations under the Cash Management Agreement, all of Borrower’s right, title and interest in and to all reserves, escrows, security accounts and deposit accounts maintained by Borrower with respect to the Property, including, without limitation, all accounts established or maintained pursuant to the Cash Management Agreement; together with all deposits or wire transfers made to such accounts and all cash, checks, drafts, certificates, securities, investment property, financial assets, instruments

and other property held therein from time to time and all proceeds, products, distributions or dividends or substitutions thereon and thereof;

(q) Deposits. All present and future monetary deposits given to any public or private utility with respect to utility services furnished to the Airspace or the Improvements;

(r) Ground Lease. All of Borrower's right, title and interest in and to that certain Amended and Restated Retail Center Airspace Lease, dated December 4, 2008, by and between City Creek Reserve, Inc., a Utah nonprofit corporation (the "Ground Lessor") and Borrower, a memorandum of which was recorded on August 11, 2010, as Entry No. 11008295 in Book 9848, Page 3144, Official Records of Salt Lake County (the "Ground Lease") and the leasehold and subleasehold estates created thereby, together with all modifications, extensions and renewals of the Ground Lease and all credits, deposits (including, without limitation, any deposit of cash or securities or any other property which may be held to secure Borrower's performance of its obligations under the Ground Lease), options, privileges and rights of Borrower as tenant under the Ground Lease, including, but not limited to, the right, if any, to renew or extend the Ground Lease for a succeeding term or terms and all the estate, right, title, claim or demand whatsoever of Borrower either in law or in equity, in possession or expectancy, of, in and to the Property or any part thereof;

(s) REA. All of Borrower's right, title and interest in and to that certain Construction, Operation and Reciprocal Easement Agreement, dated as of July 30, 2010, by and among Ground Lessor, Borrower, Macy's West Stores, Inc., and Nordstrom, Inc., which was recorded August 11, 2010 in the Official Records of Salt Lake County as Entry No. 11008298 in Book 9848, Page 3241 (the "REA");

(t) CC&Rs. All of Borrower's right, title and interest in and under any covenants, conditions, and restrictions affecting the Airspace, the Improvements, or any master planned community of which the Airspace and the Improvements are a part, whether now existing or hereafter arising, including, without limitation, all voting rights, declarant's rights, developer rights, and similar rights arising under any such covenants, conditions, and restrictions (collectively, the "CC&Rs"), provided, Borrower shall retain the right to exercise its privileges under the CC&Rs (subject in all respects to the terms of the Loan Agreement) except upon the occurrence and during the continuance of an Event of Default;

(u) Intentionally Omitted.

(v) Other Rights. Any and all other rights of Borrower in and to the items set forth in Subsections (a) through (u) above; and

(w) Proceeds. All proceeds of any of the foregoing, including, without limitation, proceeds of insurance and condemnation awards, whether cash, liquidation or other claims or otherwise;

AND without limiting any of the other provisions of this Security Instrument, to the extent permitted by applicable law, Borrower expressly grants to Trustee, as secured party, a security interest in the portion of the Property which is or may be subject to the provisions of the Uniform Commercial Code which are applicable to secured transactions; it being understood and

agreed that the Improvements and Fixtures are part and parcel of the Airspace (the Airspace, the Improvements and the Fixtures collectively referred to as the "Real Property") appropriated to the use thereof and, whether affixed or annexed to the Real Property or not, shall for the purposes of this Security Instrument be deemed conclusively to be real estate and conveyed hereby.

Section 1.2 Assignment of Rents. Borrower hereby absolutely and unconditionally assigns to Lender and Trustee all of Borrower's right, title and interest in and to all current and future Leases and Rents; it being intended by Borrower that this assignment constitutes a present, absolute assignment and not an assignment for additional security only. Nevertheless, subject to the terms of the Assignment of Leases, the Cash Management Agreement and Section 7.1(h) of this Security Instrument, Lender grants to Borrower a revocable license to collect, receive, use and enjoy the Rents. Borrower shall use the Rents, or a portion thereof sufficient to discharge all current sums due on the Debt, for the payment of such sums.

Section 1.3 Security Agreement. This Security Instrument is both a real property deed of trust and a "security agreement" within the meaning of the Uniform Commercial Code. The Property includes both real and personal property and all other rights and interests, whether tangible or intangible in nature, of Borrower in the Property. By executing and delivering this Security Instrument, Borrower hereby grants to Lender, as security for the Obligations (hereinafter defined), a security interest in all of Borrower's right, title and interest in and to the Fixtures, the Equipment, the Personal Property and other property constituting the Property to the full extent that all of Borrower's right, title and interest in and to the Fixtures, the Equipment, the Personal Property and such other property may be subject to the Uniform Commercial Code (said portion of the Property so subject to the Uniform Commercial Code being called the "Collateral"). If an Event of Default shall occur and be continuing, Lender, in addition to any other rights and remedies which it may have, shall have and may exercise immediately and without demand, any and all rights and remedies granted to a secured party upon default under the Uniform Commercial Code, including, without limiting the generality of the foregoing, the right to take possession of the Collateral or any part thereof, and to take such other measures as Lender may deem necessary for the care, protection and preservation of the Collateral. Upon request or demand of Lender after the occurrence and during the continuance of an Event of Default, Borrower shall, at its expense, assemble the Collateral and make it available to Lender at a convenient place (which shall be at the Airspace in the case of tangible property) reasonably acceptable to Lender. To the extent there is cash flow available from the Property, Borrower shall pay to Lender within five (5) days after demand any and all expenses, including reasonable legal expenses and attorneys' fees, incurred or paid by Lender as reasonably necessary to protect its interest in the Collateral and to enforce its rights hereunder with respect to the Collateral after the occurrence and during the continuance of an Event of Default. Any notice of sale, disposition or other intended action by Lender with respect to the Collateral sent to Borrower in accordance with the provisions hereof at least ten (10) business days prior to such action, shall, except as otherwise provided by applicable law, constitute reasonable notice to Borrower. The proceeds of any disposition of the Collateral, or any part thereof, may, except as otherwise required by applicable law or provided herein, be applied by Lender to the payment of the Debt in such priority and proportions as Lender in its discretion shall deem proper. Borrower's (Debtor's) principal place of business is as set forth on page one hereof and the address of Lender (Secured Party) is as set forth on page one hereof.

Section 1.4 Fixture Filing. Certain of the Property is or will become “fixtures” (as that term is defined in the Uniform Commercial Code) on the Airspace, described or referred to in this Security Instrument, and this Security Instrument, upon being filed for record in the real estate records of the city or county wherein such fixtures are situated, shall operate also as a financing statement naming Borrower as the Debtor and Lender as the Secured Party filed as a fixture filing in accordance with the applicable provisions of said Uniform Commercial Code upon such of the Property that is or may become fixtures.

Section 1.5 Pledges of Monies Held. Borrower hereby pledges to Lender all right, title and interest of Borrower in and to all monies now or hereafter held by Lender or on behalf of Lender, including, without limitation, any sums deposited in the Lockbox Account, the Reserve Funds and, subject to the terms of the REA, the Anchor Leases and the Major Leases, Net Proceeds, as additional security for the Obligations until expended or applied as provided in this Security Instrument, the Loan Agreement and/or other Loan Documents.

### **CONDITIONS TO GRANT**

**TO HAVE AND TO HOLD** the above granted and described Property, with the privileges and appurtenances thereof, unto Trustee for the use and benefit of Lender and its successors and assigns, forever;

**IN TRUST, WITH POWER OF SALE**, to secure payment to Lender of the Obligations at the time and in the manner provided for its payment in the Note and in this Security Instrument.

**PROVIDED, HOWEVER**, these presents are upon the express condition that, if Borrower shall well and truly pay to Lender the Debt and the Other Obligations as set forth in this Security Instrument, the estate hereby granted shall cease, terminate and be void and the Property shall be reconveyed to Borrower or the title thereto shall be revested according to the provisions of law; provided, however, that Borrower’s obligation to indemnify and hold harmless Lender pursuant to the provisions hereof shall survive any such payment or release to the extent set forth herein. If not sooner paid, the entire Debt shall be due and payable on the Maturity Date.

### **ARTICLE 2**

#### **DEBT AND OBLIGATIONS SECURED**

Section 2.1 Debt. This Security Instrument and the grants, assignments, conveyances, pledges and transfers made in Article 1 are given for the purpose of securing the due and prompt payment of the Debt which by its definition (as set forth in the Loan Agreement) includes, but is not limited to, the obligations of Borrower to pay to Lender the principal and interest owing pursuant to the terms and conditions of the Note.

Section 2.2 Other Obligations. This Security Instrument and the grants, assignments and transfers made in Article 1 are also given for the purpose of securing the following (collectively, the “Other Obligations”):



- (a) the performance of all other obligations of Borrower contained herein;
- (b) the performance of each obligation of Borrower contained in the Loan Agreement and any other Loan Document;
- (c) the performance of each obligation of Borrower contained in any renewal, extension, amendment, modification, consolidation, change of, or substitution or replacement for, all or any part of the Note, the Loan Agreement or any other Loan Document;
- (d) prompt payment of all other sums, with interest thereon as applicable, advanced by Lender hereunder or under any of the other Loan Documents;
- (e) performance of all agreements to pay fees and charges to Lender set forth herein or in any of the other Loan Documents; and
- (f) prompt payment of any and all future advances necessary to protect the Property and/or the security interests created hereby.

Section 2.3 Debt and Other Obligations. Borrower's obligations for the payment of the Debt and the performance of the Other Obligations shall be referred to collectively herein as the "Obligations." The Obligations secured by this Security Instrument expressly exclude the obligations of any guarantor under any guaranty executed in connection with the Loan or otherwise (including, without limitation, the Guaranty), the obligations of any indemnitor under any indemnity executed in connection with the Loan or otherwise (including, without limitation, the Environmental Indemnity), or the obligations of any third party incurred in connection with the Loan or otherwise, notwithstanding any contrary provisions in this Security Instrument, the Loan Agreement or in any of the other Loan Documents.

### ARTICLE 3

#### BORROWER COVENANTS

Borrower covenants and agrees that:

Section 3.1 Payment of Debt. Borrower will pay the Debt at the time and in the manner provided in the Loan Agreement, the Note and this Security Instrument.

Section 3.2 Incorporation by Reference. All the covenants, conditions and agreements contained in (a) the Loan Agreement, (b) the Note and (c) all and any of the other Loan Documents, are hereby made a part of this Security Instrument to the same extent and with the same force as if fully set forth herein.

Section 3.3 Insurance. Borrower shall obtain and maintain, or cause to be maintained, in full force and effect at all times insurance with respect to Borrower and the Property as required pursuant to the Loan Agreement.

Section 3.4 Maintenance of Property. Borrower shall cause the Property to be maintained in a good and safe condition and repair. The Improvements, the Fixtures, the

Equipment and the Personal Property shall not be removed, demolished or materially altered (except as otherwise (i) permitted or not prohibited under the Loan Agreement, (ii) permitted by the REA or the Leases, and (iii) required for normal replacement of the Fixtures, the Equipment or the Personal Property, tenant finish and refurbishment of the Improvements) without the consent of Lender, which consent shall not be unreasonably withheld or delayed. Subject to the provisions of the Loan Agreement, Borrower shall promptly repair, replace or rebuild any part of the Property which may be destroyed by any Casualty or become damaged, worn or dilapidated or which may be affected by any Condemnation, and shall complete and pay for any structure at any time in the process of construction or repair on the Airspace.

Section 3.5 Waste. Borrower shall not commit or suffer any intentional physical waste of the Property (it being agreed that as long as Borrower complies with the provisions of the Loan Documents, Borrower shall not have committed or suffered any physical waste of the Property) or make any change in the use of the Property which will in any way materially increase the risk of fire or other hazard arising out of the operation of the Property, or take any action that might invalidate or allow the cancellation of any Policy, or do or knowingly permit to be done thereon anything that may in any way materially impair the use, operation or value (including net operating income) of the Property taken as a whole or the security of this Security Instrument. Borrower will not, without the prior written consent of Lender, permit any drilling or exploration for or extraction, removal, or production of any minerals from the surface or the subsurface of the Airspace, regardless of the depth thereof or the method of mining or extraction thereof.

Section 3.6 Payment for Labor and Materials. (a) Borrower will promptly pay when due all bills and costs for labor, materials, and specifically fabricated materials ("Labor and Material Costs") incurred by Borrower in connection with the Property except as otherwise permitted below and never permit to exist beyond the due date thereof in respect of the Property or any part thereof any lien or security interest, even though inferior to the liens and the security interests hereof, and in any event never permit to be created or exist in respect of the Property or any part thereof any other or additional lien or security interest other than the liens or security interests hereof except for the Permitted Encumbrances and other liens permitted under the Loan Agreement.

(b) Borrower, at its own expense, may contest by appropriate action, promptly initiated and conducted in good faith and with due diligence, the amount or validity or application in whole or in part of any of the Labor and Material Costs, provided that (i) no Event of Default has occurred and remains uncured under the Loan Agreement, the Note, this Security Instrument or any of the other Loan Documents, (ii) such action shall not constitute a default under the provisions of any other instrument to which Borrower is subject, (iii) during the period of such contest neither the Property nor any part thereof or interest therein will be in danger of being sold, forfeited, terminated, canceled or lost, and (iv) if a Lien is filed and any action is taken to enforce such Lien, Borrower shall provide written notice to Lender and shall furnish the security as may be required in a proceeding with respect thereto or establish adequate cash reserves as may be reasonably requested by Lender, to insure the payment of any contested Labor and Material Costs, together with all interest and penalties thereon or obtain title insurance satisfactory to Lender over any liens that may exist during the period of any such contest as provided for in accordance with this Section 3.6(b).

Section 3.7 Performance of Other Agreements. Borrower shall observe and perform each and every term, covenant and provision to be observed or performed by Borrower pursuant to the Loan Agreement, any other Loan Document and each and every material term, covenant and provisions to be observed or performed by Borrower pursuant to any other agreement or recorded instrument affecting or pertaining to the Property and any amendments, modifications or changes thereto.

Section 3.8 Change of Name, Identity or Structure. Borrower shall not change Borrower's name, identity (including its trade name or names) or, if not an individual, Borrower's corporate, partnership or other form of organization without first (a) notifying Lender of such change in writing at least thirty (30) days prior to the effective date of such change, (b) taking all action required by Lender for the purpose of perfecting or protecting the lien and security interest of Lender and (c) in the case of a change in Borrower's form of organization, without first obtaining the prior written consent of Lender. Borrower shall promptly notify Lender in writing of any change in its organizational identification number. If Borrower does not now have an organizational identification number and later obtains one, Borrower shall promptly notify Lender in writing of such organizational identification number. Borrower shall execute and deliver to Lender, prior to or contemporaneously with the effective date of any such change, any financing statement or financing statement change required by Lender to establish or maintain the validity, perfection and priority of the security interest granted herein. At the request of Lender, Borrower shall execute a certificate in form satisfactory to Lender listing the trade names under which Borrower intends to operate the Property, and representing and warranting that Borrower does business under no other trade name with respect to the Property.

Section 3.9 Title. Borrower has good, marketable and insurable title to the Ground Lease, the leasehold estate and the subleasehold estate created thereby and good title to the balance of such Property, free and clear of all Liens whatsoever except the Permitted Encumbrances, such other Liens as are permitted pursuant to the Loan Documents and the Liens created by the Loan Documents. The Permitted Encumbrances in the aggregate do not materially and adversely affect the value, operation or use of the Property or Borrower's ability to repay the Loan. This Security Instrument, when properly recorded in the appropriate records, together with any Uniform Commercial Code financing statements required to be filed in connection therewith, will create (a) a valid, perfected first priority Lien on the Property, subject only to Permitted Encumbrances and the Liens created by the Loan Documents and (b) perfected security interests in and to, and perfected collateral assignments of, all personalty (including the Leases), all in accordance with the terms thereof, in each case subject only to any applicable Permitted Encumbrances, such other Liens as are permitted pursuant to the Loan Documents and the Liens created by the Loan Documents. There are no claims for payment for work, labor or materials affecting the Property which are past due and are or may become a Lien prior to, or of equal priority with, the Liens created by the Loan Documents unless such claims for payments are being contested in accordance with the terms and conditions of this Security Instrument.

Section 3.10 Ground Lease. Borrower will comply with the terms and provisions with respect to the Ground Lease set forth on Schedule IV to the Loan Agreement.

## ARTICLE 4

### OBLIGATIONS AND RELIANCES

Section 4.1 Relationship of Borrower and Lender. The relationship between Borrower and Lender is solely that of debtor and creditor, and Lender has no fiduciary or other special relationship with Borrower, and no term or condition of the Loan Agreement, the Note, this Security Instrument and the other Loan Documents shall be construed so as to deem the relationship between Borrower and Lender to be other than that of debtor and creditor.

Section 4.2 No Reliance on Lender. The general partners, members, principals and (if Borrower is a trust) beneficial owners of Borrower are experienced in the ownership and operation of properties similar to the Property, and Borrower and Lender are relying solely upon such expertise and business plan in connection with the ownership and operation of the Property. Borrower is not relying on Lender's expertise, business acumen or advice in connection with the Property.

Section 4.3 No Lender Obligations. (a) Notwithstanding the provisions of Subsections 1.1(h) and (n) or Section 1.2, Lender is not undertaking the performance of (i) any obligations under the Leases; or (ii) any obligations with respect to such agreements, contracts, certificates, instruments, franchises, permits, trademarks, licenses and other documents.

(b) By accepting or approving anything required to be observed, performed or fulfilled or to be given to Lender pursuant to this Security Instrument, the Loan Agreement, the Note or the other Loan Documents, including, without limitation, any officer's certificate, balance sheet, statement of profit and loss or other financial statement, survey, appraisal, or insurance policy, Lender shall not be deemed to have warranted, consented to, or affirmed the sufficiency, the legality or effectiveness of same, and such acceptance or approval thereof shall not constitute any warranty or affirmation with respect thereto by Lender.

Section 4.4 Reliance. Borrower recognizes and acknowledges that in accepting the Loan Agreement, the Note, this Security Instrument and the other Loan Documents, Lender is expressly and primarily relying on the truth and accuracy of the warranties and representations set forth in Section 4.1 of the Loan Agreement without any obligation to investigate the Property and notwithstanding any investigation of the Property by Lender; that such reliance existed on the part of Lender prior to the date hereof, that the warranties and representations are a material inducement to Lender in making the Loan; and that Lender would not be willing to make the Loan and accept this Security Instrument in the absence of the warranties and representations as set forth in Section 4.1 of the Loan Agreement.

## ARTICLE 5

### FURTHER ASSURANCES

Section 5.1 Recording of Security Instrument, etc. Borrower forthwith upon the execution and delivery of this Security Instrument and thereafter, from time to time, will cause this Security Instrument and any of the other Loan Documents creating a lien or security

interest or evidencing the lien hereof upon the Property and each instrument of further assurance to be filed, registered or recorded in such manner and in such places as may be required by any present or future law in order to publish notice of and fully to protect and perfect the lien or security interest hereof upon, and the interest of Lender in, the Property. Borrower will pay all taxes, filing, registration or recording fees, and all expenses incident to the preparation, execution, acknowledgment and/or recording of the Note, this Security Instrument, the other Loan Documents, any note, deed of trust or mortgage supplemental hereto, any security instrument with respect to the Property and any instrument of further assurance, and any modification or amendment of the foregoing documents, and all federal, state, county and municipal taxes, duties, imposts, assessments and charges arising out of or in connection with the execution and delivery of this Security Instrument, any deed of trust or mortgage supplemental hereto, any security instrument with respect to the Property or any instrument of further assurance, and any modification or amendment of the foregoing documents, except where prohibited by law so to do.

Section 5.2 Further Acts, etc. Borrower will, at the cost of Borrower, and without expense to Lender, do, execute, acknowledge and deliver all and every such further acts, deeds, conveyances, deeds of trust, assignments, notices of assignments, transfers and assurances as Lender shall, from time to time, reasonably require, for the better assuring, conveying, assigning, transferring, and confirming unto Lender the property and rights hereby, deeded, granted, bargained, sold, conveyed, confirmed, pledged, assigned, warranted and transferred or intended now or hereafter so to be, or which Borrower may be or may hereafter become bound to convey or assign to Lender, or for carrying out the intention or facilitating the performance of the terms of this Security Instrument or for filing, registering or recording this Security Instrument, or for complying with all Legal Requirements. Borrower, on demand, will execute and deliver, and in the event it shall fail to so execute and deliver, hereby authorizes Lender to execute in the name of Borrower or without the signature of Borrower to the extent Lender may lawfully do so, one or more financing statements (including, without limitation, initial financing statements and amendments thereto and continuation statements) with or without the signature of Borrower as authorized by applicable law, to evidence more effectively the security interest of Lender in the Property. Borrower also ratifies its authorization for Lender to have filed any like initial financing statements, amendments thereto and continuation statements, if filed prior to the date of this Security Interest. Borrower grants to Lender an irrevocable power of attorney coupled with an interest for the purpose of exercising and perfecting any and all rights and remedies available to Lender at law and in equity, including without limitation, such rights and remedies available to Lender pursuant to this Section 5.2. Nothing contained in this Section 5.2 shall be deemed to create an obligation on the part of Borrower to pay any costs and expenses incurred by Lender in connection with the Securitization or other sale or transfer of the Loan.

Section 5.3 Changes in Tax, Debt, Credit and Documentary Stamp Laws. (a) If any law is enacted or adopted or amended after the date of this Security Instrument which deducts the Debt from the value of the Property for the purpose of taxation or which imposes a tax, either directly or indirectly, on the Debt or Lender's interest in the Property, Borrower will pay the tax, with interest and penalties thereon, if any, except to the extent such interest or penalties are due solely to the fault of Lender. If Lender is advised by counsel chosen by it that the payment of tax by Borrower would be unlawful or taxable to Lender or unenforceable or provide the basis for a defense of usury then Lender shall have the option by written notice of not

less than one hundred twenty (120) days to declare the Debt immediately due and payable provided, however, no Yield Maintenance Premium shall be due.

(b) Borrower will not claim or demand or be entitled to any credit or credits on account of the Debt for any part of the Taxes or Other Charges assessed against the Property, or any part thereof, and no deduction shall otherwise be made or claimed from the assessed value of the Property, or any part thereof, for real estate tax purposes by reason of this Security Instrument or the Debt. If such claim, credit or deduction shall be required by law, Lender shall have the option, by written notice of not less than one hundred twenty (120) days, to declare the Debt immediately due and payable if such additional amounts are not paid by Borrower, provided, however, no Yield Maintenance Premium shall be due.

(c) If at any time the United States of America, any State thereof or any subdivision of any such State shall require revenue or other stamps to be affixed to the Note, this Security Instrument, or any of the other Loan Documents or impose any other tax or charge on the same, Borrower will pay for the same, with interest and penalties thereon, if any, except to the extent such interest or penalties are due solely to the fault of Lender.

Section 5.4 Splitting of Deed of Trust. This Security Instrument and the Note shall, at any time until the same shall be fully paid and satisfied, at the sole election of Lender, be split or divided into two or more notes and two or more security instruments, each of which shall cover all or a portion of the Property to be more particularly described therein. To that end and subject to the limitations set forth in the Loan Agreement, Borrower, upon written request of Lender, shall execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered by the then owner of the Property, to Lender and/or its designee or designees, substitute notes and security instruments in such principal amounts, aggregating not more than the then unpaid principal amount of the Note, and containing terms, provisions and clauses similar to those contained herein and in the Note, and such other documents and instruments as may be required by Lender in order to effect the severance, provided that the severed Loan Documents do not, in the reasonable judgment of Borrower, materially increase Borrower's obligations or liabilities under the Loan Documents or materially decrease Borrower's rights under the Loan Documents. Nothing contained in this Section 5.4 shall modify, waive or otherwise amend the obligations of Borrower or rights of Lender under or pursuant to any other Loan Document pursuant to which the Note, this Security Instrument and any of the other Loan Documents may be severed, split or bifurcated into two or more notes, security instruments or other loan documents.

Section 5.5 Replacement Documents. Upon receipt of an affidavit of an officer of Lender (together with an indemnity of Lender as to the matters contained in such affidavit) as to the loss, theft, destruction or mutilation of the Note or any other Loan Document which is not of public record, and, in the case of any such mutilation, upon surrender and cancellation of such Note or other Loan Document, Borrower will issue, in lieu thereof, a replacement Note or other Loan Document, dated the date of such lost, stolen, destroyed or mutilated Note or other Loan Document in the same principal amount thereof and otherwise of like tenor. Borrower shall have no obligation to pay any expenses of Lender incurred in connection with Lender's rights exercised pursuant to this Section 5.5.

## ARTICLE 6

### DUE ON SALE/ENCUMBRANCE

Section 6.1 Lender Reliance. Borrower acknowledges that Lender has examined and relied on the experience of Borrower and its general partners, members, principals and (if Borrower is a trust) beneficial owners in owning and operating properties such as the Property in agreeing to make the Loan, and will continue to rely on Borrower's ownership of the Property as a means of maintaining the value of the Property as security for repayment of the Debt and the performance of the Other Obligations. Borrower acknowledges that Lender has a valid interest in maintaining the value of the Property so as to ensure that, should Borrower default in the repayment of the Debt or the performance of the Other Obligations, Lender can recover the Debt by a sale of the Property.

Section 6.2 No Transfer. Except as otherwise permitted by the provisions of Section 5.2.13 of the Loan Agreement or except to the extent expressly permitted elsewhere in the Loan Documents, Borrower will not (i) permit or suffer (by operation of law or otherwise) any sale, assignment, conveyance, transfer or other disposition of legal or equitable interest in all or any part of the Property, (ii) permit or suffer (by operation of law or otherwise) any sale, assignment, conveyance, transfer or other disposition of any direct or indirect interest in Borrower, (iii) permit or suffer (by operation of law or otherwise) any mortgage, lien or other encumbrance of all or any part of the Property, (iv) permit or suffer (by operation of law or otherwise) any pledge, hypothecation, creation of a security interest in or other encumbrance of any direct or indirect interests in Borrower, or (v) file a declaration of condominium with respect to the Property. Notwithstanding the foregoing, Borrower shall have the right to create, transfer or grant easements, restrictive covenants or other similar encumbrances entered into in the ordinary course of business that in the aggregate are not reasonably likely to result in a Material Adverse Effect.

## ARTICLE 7

### RIGHTS AND REMEDIES UPON DEFAULT

Section 7.1 Remedies. Upon the occurrence and during the continuance of any Event of Default, Borrower agrees that Lender or Trustee, or both, may take such action, without notice or demand, as it deems advisable to protect and enforce its rights against Borrower and in and to the Property, including, but not limited to, the following actions, each of which may be pursued concurrently or otherwise, at such time and in such order as Lender or Trustee may determine, in their sole discretion, without impairing or otherwise affecting the other rights and remedies of Lender or Trustee:

- (a) declare the entire unpaid Debt to be immediately due and payable;
- (b) institute proceedings, judicial or otherwise, for the complete foreclosure of this Security Instrument under any applicable provision of law, in which case the Property or any interest therein may be sold for cash or upon credit in one or more parcels or in several interests or portions and in any order or manner;

(c) with or without entry, to the extent permitted and pursuant to the procedures provided by applicable law, institute proceedings for the partial foreclosure of this Security Instrument for the portion of the Debt then due and payable, subject to the continuing Lien and security interest of this Security Instrument for the balance of the Debt not then due, unimpaired and without loss of priority;

(d) sell for cash or upon credit the Property or any part thereof and all estate, claim, demand, right, title and interest of Borrower therein and rights of redemption thereof, pursuant to power of sale or otherwise, at one or more sales, as an entirety or in parcels, at such time and place, upon such terms and after such notice thereof, all as may be required or permitted by law; and without limiting the foregoing:

(e) In connection with any sale or sales hereunder, Lender or the Trustee shall be entitled to elect to treat any of the Property which consists of a right in action or which is property that can be severed from the Real Property covered hereby or any improvements without causing structural damage thereto as if the same were personal property, and dispose of the same in accordance with applicable law, separate and apart from the sale of Real Property. Where the Property consists of Real Property, Personal Property, Equipment or Fixtures, whether or not such Personal Property or Equipment is located on or within the Real Property, Lender and/or the Trustee shall be entitled to elect to exercise its rights and remedies against any or all of the Real Property, Personal Property, Equipment and Fixtures in such order and manner as is now or hereafter permitted by applicable law;

(f) Lender and/or the Trustee shall be entitled to elect to proceed against any or all of the Real Property, Personal Property, Equipment and Fixtures in any manner permitted under applicable law; and if Lender and/or the Trustee so elects pursuant to applicable law, the power of sale herein granted shall be exercisable with respect to all or any of the Real Property, Personal Property, Equipment and Fixtures covered hereby, as designated by Lender and/or the Trustee and Trustee is hereby authorized and empowered to conduct any such sale of any Real Property, Personal Property, Equipment and Fixtures in accordance with the procedures applicable to Real Property;

(g) Should Lender and/or the Trustee elect to sell any portion of the Property which is Real Property or which is Personal Property, Equipment or Fixtures that the Lender and/or the Trustee has elected under applicable law to sell together with Real Property in accordance with the laws governing a sale of Real Property, Lender and/or the Trustee shall give such notice of Event of Default, if any, and election to sell as may then be required by law. Thereafter, upon the expiration of such time and the giving of such notice of sale as may then be required by law, and without the necessity of any demand on Borrower, Lender and/or the Trustee at the time and place specified in the notice of sale, shall sell such Real Property or part thereof at public auction to the highest bidder for cash in lawful money of the United States. Lender or the Trustee may from time to time postpone any sale hereunder by public announcement thereof at the time and place noticed therefor;

(h) If the Property consists of several lots, parcels or items of property, Lender or the Trustee shall, subject to applicable law, (A) designate the order in which such lots, parcels or items shall be offered for sale or sold, or (B) elect to sell such lots, parcels or items through a



single sale, or through two or more successive sales, or in any other manner Lender or the Trustee designates. Any Person, other than the Trustee, including Borrower or Lender, may purchase at any sale hereunder. Should Lender or the Trustee desire that more than one sale or other disposition of the Property be conducted, Lender or the Trustee shall, subject to applicable law, cause such sales or dispositions to be conducted simultaneously, or successively, on the same day, or at such different days or times and in such order as Lender or the Trustee may designate, and no such sale shall terminate or otherwise affect the lien of this Security Instrument on any part of the Property not sold until all the Debt has been paid in full. In the event Lender or the Trustee elects to dispose of the Property through more than one sale, except as otherwise provided by applicable law, Borrower agrees to pay the costs and expenses of each such sale and of any judicial proceedings wherein such sale may be made;

(i) institute an action, suit or proceeding in equity for the specific performance of any covenant, condition or agreement contained herein, in the Note, the Loan Agreement or in the other Loan Documents;

(j) recover judgment on the Note either before, during or after any proceedings for the enforcement of this Security Instrument or the other Loan Documents;

(k) apply for the appointment of a receiver, trustee, liquidator or conservator of the Property, without notice and without regard for the adequacy of the security for the Debt and without regard for the solvency of Borrower, any guarantor, indemnitor with respect to the Loan or of any Person liable for the payment of the Debt;

(l) the license granted to Borrower under Section 1.2 hereof shall upon notice from Lender be revoked and Lender may enter into or upon the Property, either personally or by its agents, nominees or attorneys and dispossess Borrower and its agents and servants therefrom, without liability for trespass, damages or otherwise and exclude Borrower and its agents or servants wholly therefrom, and take possession of all books, records and accounts relating thereto and Borrower agrees to surrender possession of the Property and of such books, records and accounts to Lender upon demand, and thereupon Lender may (i) use, operate, manage, control, insure, maintain, repair, restore and otherwise deal with all and every part of the Property and conduct the business thereat; (ii) complete any construction on the Property in such manner and form as Lender deems advisable; (iii) make alterations, additions, renewals, replacements and improvements to or on the Property; (iv) exercise all rights and powers of Borrower with respect to the Property, whether in the name of Borrower or otherwise, including, without limitation, the right to make, cancel, enforce or modify Leases, obtain and evict tenants, and demand, sue for, collect and receive all Rents of the Property and every part thereof; (v) require Borrower to pay monthly in advance to Lender, or any receiver appointed to collect the Rents, the fair and reasonable rental value for the use and occupation of such part of the Property as may be occupied by Borrower; (vi) require Borrower to vacate and surrender possession of the Property to Lender or to such receiver and, in default thereof, Borrower may be evicted by summary proceedings or otherwise; and (vii) apply the receipts from the Property to the payment of the Debt, in such order, priority and proportions as Lender shall deem appropriate in its sole discretion after deducting therefrom all expenses (including reasonable attorneys' fees) incurred in connection with the aforesaid operations and all amounts necessary to pay the Taxes, Other

Charges, insurance and other expenses in connection with the Property, as well as just and reasonable compensation for the services of Lender, its counsel, agents and employees;

(m) exercise any and all rights and remedies granted to a secured party upon default under the Uniform Commercial Code, including, without limiting the generality of the foregoing: (i) the right to take possession of the Fixtures, the Equipment, the Personal Property or any part thereof, and to take such other measures as Lender may deem necessary for the care, protection and preservation of the Fixtures, the Equipment, the Personal Property, and (ii) request Borrower at its expense to assemble the Fixtures, the Equipment, the Personal Property and make it available to Lender at a convenient place acceptable to Lender. Any notice of sale, disposition or other intended action by Lender with respect to the Fixtures, the Equipment, the Personal Property sent to Borrower in accordance with the provisions hereof at least five (5) days prior to such action, shall constitute commercially reasonable notice to Borrower;

(n) subject to the terms of the Loan Agreement, apply any sums then deposited or held in escrow or otherwise by or on behalf of Lender in such order and priority as Lender shall determine;

(o) pursue such other remedies as Lender may have under applicable law; or

(p) apply the undisbursed balance of any Net Proceeds Deficiency deposit, together with interest thereon, to the payment of the Debt in such order, priority and proportions as Lender shall deem to be appropriate in its discretion.

In the event of a sale, by foreclosure, power of sale or otherwise, of less than all of Property, this Security Instrument shall continue as a lien and security interest on the remaining portion of the Property unimpaired and without loss of priority.

Section 7.2 Application of Proceeds. The purchase money, proceeds and avails of any disposition of the Property, or any part thereof pursuant to this Article 7, or any other sums collected by Lender pursuant to the Note, this Security Instrument or the other Loan Documents upon the occurrence and during the continuance of an Event of Default, may be applied by Lender to the payment of the Debt in such priority and proportions as Lender in its discretion shall deem proper.

Section 7.3 Right to Cure Defaults. Upon the occurrence and during the continuance of any Event of Default, Lender may, but without any obligation to do so and without notice to or demand on Borrower and without releasing Borrower from any obligation hereunder, make or do the same in such manner and to such extent as Lender may deem necessary to protect the security hereof. Lender is authorized to enter upon the Property for such purposes, or appear in, defend, or bring any action or proceeding to protect its interest in the Property or to foreclose this Security Instrument or collect the Debt, and the cost and expense thereof (including reasonable attorneys' fees to the extent permitted by law), with interest as provided in this Section 7.3, shall constitute a portion of the Debt and shall be due and payable to Lender upon demand. All such costs and expenses incurred by Lender in remedying such Event of Default or in appearing in, defending, or bringing any such action or proceeding shall bear interest at the Default Rate, for the period after notice from Lender that such cost or expense was

incurred to the date of payment to Lender. All such costs and expenses incurred by Lender together with interest thereon calculated at the Default Rate shall be deemed to constitute a portion of the Debt and be secured by this Security Instrument and the other Loan Documents and shall be immediately due and payable upon demand by Lender therefor.

Section 7.4 Actions and Proceedings. Lender or Trustee has the right to appear in and defend any action or proceeding brought with respect to the Property and to bring any action or proceeding, in the name and on behalf of Borrower, which Lender, in its reasonable discretion, decides is necessary to protect its interest in the Property.

Section 7.5 Recovery of Sums Required to Be Paid. Lender shall have the right from time to time after the occurrence and during the continuance, of an Event of Default to take action to recover any sum or sums which constitute a part of the Debt as the same become due, without regard to whether or not the balance of the Debt shall be due, and without prejudice to the right of Lender or Trustee thereafter to bring an action of foreclosure, or any other action, for an Event of Default or Events of Default by Borrower existing at the time such earlier action was commenced.

Section 7.6 Intentionally Omitted.

Section 7.7 Other Rights, etc. (a) The failure of Lender or Trustee to insist upon strict performance of any term hereof shall not be deemed to be a waiver of any term of this Security Instrument. Borrower shall not be relieved of Borrower's obligations hereunder by reason of (i) the failure of Lender or Trustee to comply with any request of Borrower or any guarantor or indemnitor with respect to the Loan to take any action to foreclose this Security Instrument or otherwise enforce any of the provisions hereof or of the Note or the other Loan Documents, (ii) the release, regardless of consideration, of the whole or any part of the Property, or of any person liable for the Debt or any portion thereof, or (iii) any agreement or stipulation by Lender extending the time of payment or otherwise modifying or supplementing the terms of the Note, this Security Instrument or the other Loan Documents.

(b) It is agreed that the risk of loss or damage to the Property is on Borrower, and Lender shall have no liability whatsoever for decline in value of the Property, for failure to maintain the Policies, or for failure to determine whether insurance in force is adequate as to the amount of risks insured. Possession by Lender shall not be deemed an election of judicial relief if any such possession is requested or obtained with respect to any Property or collateral not in Lender's possession.

(c) Lender may resort for the payment of the Debt to any other security held by Lender in such order and manner as Lender, in its discretion, may elect. Lender or Trustee may take action to recover the Debt, or any portion thereof, or to enforce any covenant hereof without prejudice to the right of Lender or Trustee thereafter to foreclose this Security Instrument. The rights of Lender or Trustee under this Security Instrument shall be separate, distinct and cumulative and none shall be given effect to the exclusion of the others. No act of Lender or Trustee shall be construed as an election to proceed under any one provision herein to the exclusion of any other provision. Neither Lender nor Trustee shall be limited exclusively to

the rights and remedies herein stated but shall be entitled to every right and remedy now or hereafter afforded at law or in equity.

Section 7.8 Right to Release Any Portion of the Property. Lender may release any portion of the Property for such consideration as Lender may require without, as to the remainder of the Property, in any way impairing or affecting the lien or priority of this Security Instrument, or improving the position of any subordinate lienholder with respect thereto, except to the extent that the obligations hereunder shall have been reduced by the actual monetary consideration, if any, received by Lender for such release, and may accept by assignment, pledge or otherwise any other property in place thereof as Lender may require without being accountable for so doing to any other lienholder. This Security Instrument shall continue as a lien and security interest in the remaining portion of the Property.

Section 7.9 Recourse and Choice of Remedies. Notwithstanding any other provision of this Security Instrument or the Loan Agreement, to the extent permitted by applicable law, Lender and other Indemnified Parties (as hereinafter defined) are entitled to enforce the obligations of Borrower contained in Section 8.3 herein without first resorting to or exhausting any security or collateral and without first having recourse to the Note or any of the Property, through foreclosure, exercise of a power of sale or acceptance of a deed in lieu of foreclosure or otherwise, and in the event Lender commences a foreclosure action against the Property, or otherwise causes Trustee to exercise the power of sale pursuant to this Security Instrument, Lender is entitled to pursue a deficiency judgment against Borrower (but not with respect to any constituent partners, members and other owners of Borrower, directly or indirectly) with respect to such obligations of Borrower under Section 8.3 herein. The provisions of Section 8.3 herein are exceptions to any non-recourse provisions in the Loan Agreement, the Note, this Security Instrument or the other Loan Documents, and Borrower (but not any constituent partners, members and other owners of Borrower, directly or indirectly) is fully and personally liable for the obligations pursuant to Section 8.3 herein. The liability of Borrower with respect to losses incurred by Lender pursuant to Section 8.3 herein is not limited to the original principal amount of the Note. Notwithstanding the foregoing, to the extent permitted by applicable law, nothing herein shall inhibit or prevent Lender or Trustee from foreclosing or exercising a power of sale pursuant to this Security Instrument or exercising any other rights and remedies pursuant to the Loan Agreement, the Note, this Security Instrument and the other Loan Documents, whether simultaneously with foreclosure proceedings or in any other sequence. To the extent permitted by applicable law, a separate action or actions may be brought and prosecuted against Borrower pursuant to Section 8.3 herein, whether or not action is brought against any other Person or whether or not any other Person is joined in the action or actions.

Section 7.10 Right of Entry. Upon reasonable notice to Borrower, Lender and its agents shall have the right to enter and inspect the Property at all reasonable times subject to the rights of tenants under the Leases.

## ARTICLE 8

### INDEMNIFICATION

Section 8.1 General Indemnification. Borrower shall, at its sole cost and expense, protect, defend, indemnify, release and hold harmless the Indemnified Parties from and against any and all claims, suits, liabilities (including, without limitation, strict liabilities), actions, proceedings, obligations, debts, damages, losses, costs, fines, penalties, charges, fees, expenses, judgments, awards, amounts paid in settlement, punitive damages, foreseeable and unforeseeable consequential damages, of whatever kind or nature (including, but not limited to, reasonable attorneys' fees and other costs of defense) (collectively, the "Losses") imposed upon (or, as to costs and expenses, incurred by) or asserted against any Indemnified Parties and directly or indirectly arising out of or in any way relating to any one or more of the following (but excluding losses arising out of Lender's gross negligence or willful misconduct): (a) ownership of this Security Instrument, the Property or any interest therein or receipt of any Rents; (b) any amendment to, or restructuring of, the Debt, and the Note, the Loan Agreement, this Security Instrument, or any other Loan Documents; (c) any and all lawful action that may be taken by Lender in connection with the enforcement of the provisions of this Security Instrument, or the Loan Agreement, or the Note or any of the other Loan Documents, whether or not suit is filed in connection with same, or in connection with Borrower, any guarantor or indemnitor and/or any partner, joint venturer or shareholder thereof becoming a party to a voluntary or involuntary federal or state bankruptcy, insolvency or similar proceeding; (d) any accident, injury to, or death of, persons or loss of or damage to property occurring in, on or about the Property or any part thereof or on the adjoining sidewalks, curbs, adjacent property or adjacent parking areas, streets or ways; (e) any use, nonuse or condition in, on or about the Property or any part thereof or on the adjoining sidewalks, curbs, adjacent property or adjacent parking areas, streets or ways; (f) any failure on the part of Borrower to perform or be in compliance with any of the terms of this Security Instrument, the Note, the Loan Agreement or any of the other Loan Documents (provided that nothing in this subsection (f) shall be deemed to make the Loan full recourse in contravention of Section 9.4 of the Loan Agreement); (g) performance of any labor or services or the furnishing of any materials or other property in respect of the Property or any part thereof; (h) the failure of any person to file timely with the Internal Revenue Service an accurate Form 1099-B, Statement for Recipients of Proceeds from Real Estate, Broker and Barter Exchange Transactions, which may be required in connection with this Security Instrument, or to supply a copy thereof in a timely fashion to the recipient of the proceeds of the transaction in connection with which this Security Instrument is made; (i) any failure of the Property to be in compliance with any Legal Requirements; (j) the enforcement by any Indemnified Party of the provisions of this Article 8; (k) any and all claims and demands whatsoever which may be asserted against Lender by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants, or agreements contained in any Lease; (l) the payment of any commission, charge or brokerage fee to anyone claiming through Borrower which may be payable in connection with the funding of the Loan; or (m) any material misrepresentation made by Borrower in this Security Instrument or any other Loan Document. Any amounts payable to Lender by reason of the application of this Section 8.1 shall become immediately due and payable and shall bear interest at the Default Rate if not paid by Borrower within ten (10) days after demand therefor. For purposes of this Article 8, the term "Indemnified Parties" means Lender and any Person who is or will have been involved in the

origination of the Loan, any Person who is or will have been involved in the servicing of the Loan secured hereby, any Person in whose name the encumbrance created by this Security Instrument is or will have been recorded, persons and entities who may hold or acquire or will have held a full or partial interest in the Loan or the Note secured hereby (including, but not limited to, participants in the Loan and investors in the Securities, as well as custodians, trustees and other fiduciaries who hold or have held a full or partial interest in the Loan secured hereby for the benefit of third parties) as well as the respective directors, officers, shareholders, partners, employees, representatives, affiliates, subsidiaries, participants, successors and assigns of any and all of the foregoing (including, but not limited to, any other Person who holds or acquires or will have held a participation or other full or partial interest in the Loan, whether during the term of the Loan or as a part of or following a foreclosure of the Loan including, but not limited to, any successors by merger, consolidation or acquisition of all or a substantial portion of Lender's assets and business).

Section 8.2 Mortgage and/or Intangible Tax. Borrower shall, at its sole cost and expense, protect, defend, indemnify, release and hold harmless the Indemnified Parties from and against any and all Losses imposed upon or incurred by or asserted against any Indemnified Parties and directly or indirectly arising out of or in any way relating to any tax on the making and/or recording of this Security Instrument, the Note or any of the other Loan Documents, but excluding any income, franchise or other similar taxes.

Section 8.3 ERISA Indemnification. Borrower shall, at its sole cost and expense, protect, defend, indemnify, release and hold harmless the Indemnified Parties from and against any and all Losses (including, without limitation, reasonable attorneys' fees and costs incurred in the investigation, defense, and settlement of Losses incurred in correcting any prohibited transaction or any prohibited transaction as a result of a transfer pursuant to Section 5.2.13 of the Loan Agreement, and in obtaining any individual prohibited transaction exemption under ERISA that may be required, in Lender's sole discretion) that Lender may incur, directly or indirectly, as a result of a default under Sections 4.1.9 or 5.2.12 of the Loan Agreement.

Section 8.4 Intentionally Omitted.

Section 8.5 Duty to Defend; Attorneys' Fees and Other Fees and Expenses. Upon written request by any Indemnified Party, Borrower shall defend such Indemnified Party (if requested by any Indemnified Party, in the name of the Indemnified Party) by attorneys and other professionals approved by the Indemnified Parties, which approval shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, if the defendants in any such claim or proceeding include both Borrower and any Indemnified Party and Borrower and such Indemnified Party shall have reasonably concluded that there are any legal defenses available to it and/or other Indemnified Parties that are different from or additional to those available to Borrower, such Indemnified Party shall have the right to select separate counsel to assert such legal defenses and to otherwise participate in the defense of such action on behalf of such Indemnified Party, provided that no compromise or settlement shall be entered without Borrower's consent, which consent shall not be unreasonably withheld. Upon demand, Borrower shall pay or, in the sole and absolute discretion of the Indemnified Parties, reimburse, the Indemnified Parties for the payment of reasonable fees and disbursements of attorneys,

engineers, environmental consultants, laboratories and other professionals in connection therewith.

## ARTICLE 9

### WAIVERS

Section 9.1 Waiver of Counterclaim. To the extent permitted by applicable law, Borrower hereby waives the right to assert a counterclaim, other than a mandatory or compulsory counterclaim, in any action or proceeding brought against it by Lender arising out of or in any way connected with this Security Instrument, the Loan Agreement, the Note, any of the other Loan Documents, or the Obligations.

Section 9.2 Marshaling and Other Matters. To the extent permitted by applicable law, Borrower hereby waives the benefit of all appraisement, valuation, stay, extension, reinstatement and redemption laws now or hereafter in force and all rights of marshaling in the event of any sale hereunder of the Property or any part thereof or any interest therein. Further, Borrower hereby expressly waives any and all rights of redemption from sale under any order or decree of foreclosure of this Security Instrument on behalf of Borrower, and on behalf of each and every person acquiring any interest in or title to the Property subsequent to the date of this Security Instrument and on behalf of all persons to the extent permitted by applicable law.

Section 9.3 Waiver of Notice. To the extent permitted by applicable law, Borrower shall not be entitled to any notices of any nature whatsoever from Lender or Trustee except with respect to matters for which this Security Instrument and the other Loan Documents specifically and expressly provide for the giving of notice by Lender Trustee to Borrower and except with respect to matters for which Lender or Trustee is required by applicable law to give notice, and to the extent permitted by applicable law Borrower hereby expressly waives the right to receive any notice from Lender or Trustee with respect to any matter for which this Security Instrument or the other Loan Documents do not specifically and expressly provide for the giving of notice by Lender or Trustee to Borrower.

Section 9.4 Waiver of Statute of Limitations. To the extent permitted by applicable law, Borrower hereby expressly waives and releases to the fullest extent permitted by law, the pleading of any statute of limitations as a defense to payment of the Debt or performance of its Other Obligations.

Section 9.5 Survival. The indemnifications made pursuant to Section 8.3 herein shall continue in full force and effect until the second (2nd) anniversary of the date that the Debt has been paid in full (the "Termination Date"), except with respect to any claims against Borrower made prior to the Termination Date, and shall so survive and in no way be impaired by: any satisfaction or other termination of this Security Instrument, any assignment or other transfer of all or any portion of this Security Instrument or Lender's interest in the Property (but, in such case, shall benefit both Indemnified Parties and any assignee or transferee), any exercise of Lender's rights and remedies pursuant hereto including but not limited to foreclosure or acceptance of a deed in lieu of foreclosure, any exercise of any rights and remedies pursuant

to the Loan Agreement, the Note or any of the other Loan Documents, any transfer of all or any portion of the Property (whether by Borrower or by Lender following foreclosure or acceptance of a deed in lieu of foreclosure or at any other time), any amendment to this Security Instrument, the Loan Agreement, the Note or the other Loan Documents, and any act or omission that might otherwise be construed as a release or discharge of Borrower from the obligations pursuant hereto.

## ARTICLE 10

### EXCULPATION

Section 10.1 Exculpation. The provisions of Section 9.4 of the Loan Agreement are hereby incorporated by reference into this Security Instrument to the same extent and with the same force as if fully set forth herein.

## ARTICLE 11

### NOTICES

Section 11.1 Notices. All notices or other written communications hereunder shall be made and deemed delivered in accordance with Section 10.6 of the Loan Agreement.

## ARTICLE 12

### APPLICABLE LAW

Governing Law. (A) THIS SECURITY INSTRUMENT WAS NEGOTIATED IN THE STATE OF NEW YORK, AND MADE BY BORROWER AND ACCEPTED BY LENDER IN THE STATE OF NEW YORK, AND THE PROCEEDS OF THE NOTE WERE DISBURSED FROM THE STATE OF NEW YORK, WHICH STATE THE PARTIES AGREE HAS A SUBSTANTIAL RELATIONSHIP TO THE PARTIES AND TO THE UNDERLYING TRANSACTION EMBODIED HEREBY, AND IN ALL RESPECTS, INCLUDING, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE, THIS SECURITY INSTRUMENT AND THE OBLIGATIONS ARISING HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND PERFORMED IN SUCH STATE (WITHOUT REGARD TO PRINCIPLES OF CONFLICT OF LAWS) AND ANY APPLICABLE LAW OF THE UNITED STATES OF AMERICA, EXCEPT THAT AT ALL TIMES (I) THE PROVISIONS FOR THE CREATION, PERFECTION, PRIORITY AND ENFORCEMENT OF THE LIENS AND SECURITY INTERESTS CREATED PURSUANT HERETO AND PURSUANT TO THE OTHER LOAN DOCUMENTS WITH RESPECT TO THE PROPERTY (OTHER THAN THAT DESCRIBED IN SUBPARAGRAPH II BELOW) SHALL BE GOVERNED BY AND CONSTRUED ACCORDING TO THE LAW OF THE STATE IN WHICH THE PROPERTY AND FIXTURES ARE LOCATED AND (II) WITH RESPECT TO THE CREATION, PERFECTION, PRIORITY AND ENFORCEMENT OF THE LIENS AND



SECURITY INTERESTS CREATED BY THIS SECURITY INSTRUMENT AND THE OTHER LOAN DOCUMENTS IN PROPERTY WHOSE PERFECTION AND PRIORITY IS COVERED BY ARTICLE 9 OF THE UCC (INCLUDING, WITHOUT LIMITATION, THE ACCOUNTS), THE LAW OF THE JURISDICTION APPLICABLE IN ACCORDANCE WITH SECTIONS 9-301 THROUGH 9-307 OF THE UCC AS IN EFFECT IN THE STATE OF NEW YORK SHALL GOVERN. TO THE FULLEST EXTENT PERMITTED BY LAW, BORROWER HEREBY UNCONDITIONALLY AND IRREVOCABLY WAIVES ANY CLAIM TO ASSERT THAT THE LAW OF ANY OTHER JURISDICTION GOVERNS THIS SECURITY INSTRUMENT, THE NOTE AND THE OTHER LOAN DOCUMENTS, AND THIS SECURITY INSTRUMENT, THE NOTE AND THE OTHER LOAN DOCUMENTS SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK PURSUANT TO SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW EXCEPT, IN EITHER CASE, AS SPECIFICALLY SET FORTH ABOVE.

(B) ANY LEGAL SUIT, ACTION OR PROCEEDING AGAINST LENDER OR BORROWER ARISING OUT OF OR RELATING TO THIS SECURITY INSTRUMENT OR THE OTHER LOAN DOCUMENTS MAY BE INSTITUTED IN ANY FEDERAL OR STATE COURT IN THE CITY OF NEW YORK, COUNTY OF NEW YORK, PURSUANT TO SECTION 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW, AND EACH OF LENDER AND BORROWER WAIVES ANY OBJECTIONS WHICH IT MAY NOW OR HEREAFTER HAVE BASED ON VENUE AND/OR FORUM NON CONVENIENS OF ANY SUCH COURT IN ANY SUCH SUIT, ACTION OR PROCEEDING, AND EACH OF LENDER AND BORROWER HEREBY IRREVOCABLY SUBMITS TO THE NON-EXCLUSIVE JURISDICTION OF ANY SUCH COURT IN ANY SUCH SUIT, ACTION OR PROCEEDING. BORROWER DOES HEREBY DESIGNATE AND APPOINT:

CORPORATION SERVICE COMPANY  
80 STATE STREET  
ALBANY, NEW YORK 12207-2543

AS ITS AUTHORIZED AGENT TO ACCEPT AND ACKNOWLEDGE ON ITS BEHALF SERVICE OF ANY AND ALL PROCESS WHICH MAY BE SERVED IN ANY SUCH SUIT, ACTION OR PROCEEDING IN ANY FEDERAL OR STATE COURT IN NEW YORK, NEW YORK, AND AGREES THAT SERVICE OF PROCESS UPON SAID AGENT AT SAID ADDRESS AND WRITTEN NOTICE OF SAID SERVICE MAILED OR DELIVERED TO BORROWER IN THE MANNER PROVIDED HEREIN SHALL BE DEEMED IN EVERY RESPECT EFFECTIVE SERVICE OF PROCESS UPON BORROWER IN ANY SUCH SUIT, ACTION OR PROCEEDING IN THE STATE OF NEW YORK. BORROWER (I) SHALL GIVE PROMPT NOTICE TO LENDER OF ANY CHANGED ADDRESS OF ITS AUTHORIZED AGENT HEREUNDER, (II) MAY AT ANY TIME AND FROM TIME TO TIME DESIGNATE A SUBSTITUTE AUTHORIZED AGENT WITH AN OFFICE IN THE STATE OF NEW YORK (WHICH SUBSTITUTE AGENT AND OFFICE SHALL BE DESIGNATED AS THE PERSON AND ADDRESS FOR SERVICE OF PROCESS), AND (III) SHALL PROMPTLY DESIGNATE SUCH A SUBSTITUTE IF ITS AUTHORIZED AGENT CEASES TO HAVE AN OFFICE IN THE STATE OF NEW YORK OR IS DISSOLVED WITHOUT LEAVING A SUCCESSOR.

Section 12.1 Usury Laws. Notwithstanding anything to the contrary, (a) all agreements and communications between Borrower and Lender are hereby and shall automatically be limited so that, after taking into account all amounts deemed interest, the interest contracted for, charged or received by Lender shall never exceed the maximum lawful rate or amount, (b) in calculating whether any interest exceeds the lawful maximum, all such interest shall be amortized, prorated, allocated and spread over the full amount and term of all principal indebtedness of Borrower to Lender, and (c) if through any contingency or event, Lender receives or is deemed to receive interest in excess of the lawful maximum, any such excess shall be deemed to have been applied toward payment of the principal of any and all then outstanding indebtedness of Borrower to Lender, or if there is no such indebtedness, shall immediately be returned to Borrower.

Section 12.2 Provisions Subject to Applicable Law. All rights, powers and remedies provided in this Security Instrument may be exercised only to the extent that the exercise thereof does not violate any applicable provisions of law and are intended to be limited to the extent necessary so that they will not render this Security Instrument invalid, unenforceable or not entitled to be recorded, registered or filed under the provisions of any applicable law. If any term of this Security Instrument or any application thereof shall be invalid or unenforceable, the remainder of this Security Instrument and any other application of the term shall not be affected thereby.

## ARTICLE 13

### DEFINITIONS

Section 13.1 General Definitions. All capitalized terms not defined herein shall have the respective meanings set forth in the Loan Agreement. Unless the context clearly indicates a contrary intent or unless otherwise specifically provided herein, words used in this Security Instrument may be used interchangeably in singular or plural form and the word "Borrower" shall mean "each Borrower and any subsequent owner or owners of the Property or any part thereof," the word "Lender" shall mean "Lender and any subsequent holder of the Note," the word "Note" shall mean "the Note and any other evidence of indebtedness secured by this Security Instrument," the word "Property" shall include any portion of the Property and any interest therein of Borrower, and the phrases "attorneys' fees," "legal fees" and "counsel fees" shall include any and all reasonable attorneys', paralegal and law clerk fees and disbursements, including, but not limited to, fees and disbursements at the pre-trial, trial and appellate levels incurred or paid by Lender in protecting its interest in the Property, the Leases and the Rents and enforcing its rights hereunder.

## ARTICLE 14

### MISCELLANEOUS PROVISIONS

Section 14.1 No Oral Change. This Security Instrument, and any provisions hereof, may not be modified, amended, waived, extended, changed, discharged or terminated orally or by any act or failure to act on the part of Borrower or Lender, but only by an agreement

in writing signed by the party against whom enforcement of any modification, amendment, waiver, extension, change, discharge or termination is sought.

Section 14.2 Successors and Assigns. This Security Instrument shall be binding upon and inure to the benefit of Borrower and Lender and their respective successors and assigns forever.

Section 14.3 Inapplicable Provisions. If any term, covenant or condition of the Loan Agreement, the Note or this Security Instrument is held to be invalid, illegal or unenforceable in any respect, the Loan Agreement, the Note and this Security Instrument shall be construed without such provision.

Section 14.4 Headings, etc. The headings and captions of various Sections of this Security Instrument are for convenience of reference only and are not to be construed as defining or limiting, in any way, the scope or intent of the provisions hereof.

Section 14.5 Number and Gender. Whenever the context may require, any pronouns used herein shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns and pronouns shall include the plural and vice versa.

Section 14.6 Subrogation. If any or all of the proceeds of the Note have been used to extinguish, extend or renew any indebtedness heretofore existing against the Property, then, to the extent of the funds so used, Lender shall be subrogated to all of the rights, claims, liens, titles, and interests existing against the Property heretofore held by, or in favor of, the holder of such indebtedness and such former rights, claims, liens, titles, and interests, if any, are not waived but rather are continued in full force and effect in favor of Lender and are merged with the lien and security interest created herein as cumulative security for the repayment of the Debt, the performance and discharge of Borrower's obligations hereunder, under the Loan Agreement, the Note and the other Loan Documents and the performance and discharge of the Other Obligations.

Section 14.7 Entire Agreement. The Note, the Loan Agreement, this Security Instrument and the other Loan Documents constitute the entire understanding and agreement between Borrower and Lender with respect to the transactions arising in connection with the Debt and supersede all prior written or oral understandings and agreements between Borrower and Lender with respect thereto. Borrower hereby acknowledges that, except as incorporated in writing in the Note, the Loan Agreement, this Security Instrument and the other Loan Documents, there are not, and were not, and no persons are or were authorized by Lender to make, any representations, understandings, stipulations, agreements or promises, oral or written, with respect to the transaction which is the subject of the Note, the Loan Agreement, this Security Instrument and the other Loan Documents.

Section 14.8 Limitation on Lender's Responsibility. No provision of this Security Instrument shall operate to place any obligation or liability for the control, care, management or repair of the Property upon Lender, nor shall it operate to make Lender responsible or liable for any waste committed on the Property by the tenants or any other Person, or for any dangerous or defective condition of the Property, or for any negligence in the

management, upkeep, repair or control of the Property resulting in loss or injury or death to any tenant, licensee, employee or stranger. Nothing herein contained shall be construed as constituting Lender a "mortgagee in possession."

Section 14.9 Inconsistencies. In the event of any conflict or inconsistency between the terms of Security Instrument and the terms of the Loan Agreement, the terms of the Loan Agreement shall prevail.

Section 14.10 Release of Property. Lender shall, upon the written request and at the expense of Borrower, (A) upon (i) payment in full of the Debt, (ii) upon the occurrence of a Defeasance Event and compliance with all of the provisions of Section 2.5 of the Loan Agreement in connection therewith, release the Property from the lien of this Security Instrument or assign this Security Instrument and the Note to a new lender pursuant to Section 2.5.2 of the Loan Agreement, or (B) pursuant to and in accordance with Section 10.29 of the Loan Agreement, and only upon satisfaction of the conditions set forth therein, release the lien of this Security Instrument with respect to the applicable Fee Restaurant Parcel.

Section 14.11 Subordination of Security Instrument. This Security Instrument, as the same shall is hereafter renewed, replaced or extended, and any and all advances hereunder are subordinate to the following Leases: (i) that certain Retail Airspace Sublease dated as of July 30, 2010, by and between Borrower and Nordstrom, Inc., as may heretofore or hereafter be amended, and (ii) that certain Retail Sublease dated as of July 30, 2010 by and between Borrower and Macy's West Stores, Inc., as may heretofore or hereafter be amended.

Section 14.12 Counterparts. This Security Instrument may be executed in any number of counterparts, each of which shall be effective only upon delivery and thereafter shall be deemed an original, and all of which shall be taken to be one and the same instrument, for the same effect as if all parties hereto had signed the same signature page. Any signature page of this Security Instrument may be detached from any counterpart of this instrument without impairing the legal effect of any signatures thereon and may be attached to another counterpart of this instrument identical in form hereto but having attached to it one or more additional signature pages.

## ARTICLE 15

### INTENTIONALLY OMITTED

## ARTICLE 16

### GROUND LEASE PROVISIONS

Section 16.1 Obligations of Ground Lease. This Security Instrument is executed upon the condition that no purchaser at any foreclosure sale or otherwise acquiring title as a result of a default hereunder shall acquire any right, title or interest in or to the Ground Lease hereby mortgaged, unless the said purchaser, or the person, firm or corporation to whom or to which such purchaser's right has been assigned, shall, in the instrument transferring to such purchaser or to such assignee Borrower's interest under the Ground Lease, agree that its interest

in the leasehold created by the Ground Lease is subject to its performance from and after the date of such transfer of all of the terms, covenants and conditions of the Ground Lease to be observed or performed on the part of Borrower under the Ground Lease from and after the date of such transfer (provided, however, that neither said purchaser nor its successors or assigns shall have any personal liability for the performance of the Ground Lease), and moreover, that no further or additional mortgage or assignment of the Ground Lease, or of the term therein demised, shall be made, except subject to the provisions contained in Section 20.1.12 of the Ground Lease, and, if and as required under the Ground Lease, that a duplicate original of said assumption agreement, in form satisfactory to Ground Lessor's counsel, duly executed, and acknowledged by such purchaser or such assignee, is delivered to Ground Lessor immediately after the consummation of such sale, or, in any event, prior to taking possession of the Property.

Section 16.2 Waiver of Proceeds. Lender waives all rights and option to retain and apply the proceeds of any insurance or the proceeds of any condemnation award toward payment of the sum secured by this Security Instrument to the extent such proceeds are required to be used for the repair or restoration of the Property in accordance with the provisions of the Ground Lease.

Section 16.3 Subleases. Subject to applicable law, in the event of a foreclosure of this Security Instrument, no sublease shall be terminated, cut off or foreclosed, because of such foreclosure, without the prior written consent of Lender hereunder.

## ARTICLE 17

### STATE-SPECIFIC PROVISIONS

Section 17.1 Financing Statement. This Security Instrument constitutes a financing statement filed as a fixture filing under Section 70A-9a-502(3) of the Uniform Commercial Code, as amended or recodified from time to time, covering any portion of the Property which is or later may become fixtures.

Section 17.2 Reconveyance. Upon written request of the Lender and surrender of this Security Instrument and the Note to Trustee for cancellation or endorsement, and upon payment of its reasonable fees and charges, Trustee shall reconvey, without warranty, all or any part of the property then subject to this Security Instrument. Any reconveyance, whether full or partial, may be made in terms to "the person or persons legally entitled thereto," and the recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof.

Section 17.3 Conflicting Provisions. The provisions of this Article are intended to supplement, and not limit, the other provisions of this Security Instrument; provided, however, that in the event the provisions of this Article contradict any other provision of this Security Instrument, the provisions of this Article shall govern.

Section 17.4 Request for Notice of Default and Notice of Sale. Borrower requests that a copy of any notice of default and any notice of sale given by Trustee under this Security Instrument be, as may be required by law, mailed to Borrower at its address specified in Section 10.6 of the Loan Agreement.

**[NO FURTHER TEXT ON THIS PAGE]**

**IN WITNESS WHEREOF**, this Security Instrument has been executed by Borrower as of the day and year first above written.

**BORROWER:**

**CITY CREEK CENTER ASSOCIATES LLC**, a  
Delaware limited liability company

By: \_\_\_\_\_

Name: Simon J. Leopold  
Title: Authorized Signatory

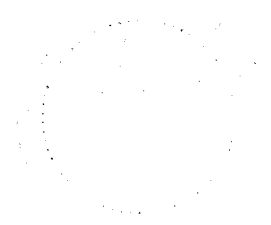
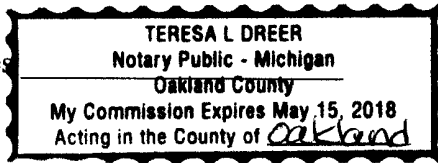
ACKNOWLEDGEMENT

STATE OF MICHIGAN    )  
  )ss.:  
COUNTY OF OAKLAND    )

The foregoing instrument was acknowledged before me this 25<sup>th</sup> day of June, 2013, by Simon J. Leopold as Authorized Signatory of City Creek Center Associates LLC, a Delaware limited liability company.

Teresa L Dreer  
Notary Public

My commission expires





**EXHIBIT A**

**Legal Description**

**PARCEL 1:**

**BLOCK 75 LEVEL 1 (100'-0 3/4") – REVISED 5-4-2012**

BEGINNING AT A POINT THAT IS N89°59'16"E 315.87 FEET FROM THE NORTHWEST CORNER OF BLOCK 75, PLAT "A", SALT LAKE CITY SURVEY, SECTION 6, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN AT THE SALT LAKE CITY DATUM ELEVATION OF 4320.06 TO ELEVATION 4338.06 AND RUNNING THENCE N89°59'16"E ALONG SAID SOUTH RIGHT OF WAY LINE 70.02 FEET; THENCE SOUTH 167.62 FEET; THENCE EAST 36.58 FEET; THENCE NORTH 2.53 FEET; THENCE N89°58'54"E 43.62 FEET; THENCE S00°09'54"W 3.50 FEET; THENCE N89°58'54"E 29.20 FEET; THENCE N00°09'54"E 3.50 FEET; THENCE WEST 6.56 FEET; THENCE NORTH 11.19 FEET; THENCE EAST 6.59 FEET; THENCE N00°09'54"E 15.44 FEET; THENCE N89°55'01"E 164.59 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF STATE STREET; THENCE S00°09'53"W ALONG SAID WEST RIGHT OF WAY LINE 246.26 FEET; THENCE WEST 109.62 FEET; THENCE SOUTH 24.72 FEET; THENCE N89°57'59"E 109.55 FEET TO A POINT ON SAID WEST RIGHT OF WAY LINE; THENCE S00°09'53"W ALONG SAID WEST RIGHT OF WAY LINE 30.25 FEET; THENCE WEST 121.75 FEET; THENCE N33°42'48"W 0.71 FEET; THENCE S55°55'42"W 34.38 FEET; THENCE WEST 34.53 FEET; THENCE N00°09'54"E 3.85 FEET; THENCE WEST 22.67 FEET; THENCE NORTH 1.14 FEET, THENCE WEST 5.34 FEET, THENCE SOUTH 1.14 FEET; THENCE WEST 10.00 FEET; THENCE NORTH 1.14 FEET; THENCE WEST 5.34 FEET; THENCE SOUTH 1.14 FEET; THENCE WEST 1.55 FEET; THENCE S68°31'24"W 24.65 FEET; THENCE S62°56'26"W 0.43 FEET; THENCE S24°52'53"E 2.59 FEET; THENCE EAST 11.57 FEET; THENCE SOUTH 16.53 FEET; THENCE S89°58'21"W 10.05 FEET; THENCE S00°09'54"W 178.05 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF 100 SOUTH STREET; THENCE S89°58'06"W ALONG SAID NORTH RIGHT OF WAY LINE 212.50 FEET; THENCE NORTH 44.04 FEET; THENCE EAST 11.11 FEET; THENCE NORTH 29.89 FEET; THENCE WEST 9.30 FEET; THENCE NORTH 45.45 FEET; THENCE WEST 4.38 FEET; THENCE NORTH 4.03 FEET; THENCE EAST 43.21 FEET; THENCE SOUTH 19.72 FEET; THENCE EAST 19.67 FEET; THENCE NORTH 4.39 FEET; THENCE EAST 14.06 FEET; THENCE NORTH 16.19 FEET; THENCE WEST 5.69 FEET; THENCE NORTH 3.50 FEET; THENCE WEST 76.71 FEET; THENCE SOUTH 8.39 FEET; THENCE WEST 21.17 FEET; THENCE SOUTH 78.66 FEET TO A 50.00 FOOT NON-TANGENT RADIUS CURVE TO THE LEFT, RADIUS POINT BEARS N89°59'23"E; THENCE ALONG SAID ARC 16.39 FEET (CHORD BEARS S09°24'02"E 16.32 FEET) TO A 208.50 FOOT NON-TANGENT CURVE TO THE LEFT, RADIUS POINT BEARS N71°12'33"E; THENCE ALONG SAID ARC 14.99 FEET (CHORD BEARING S20°51'03"E 14.99 FEET); THENCE S23°18'56"E 2.95 FEET; THENCE SOUTH 7.91 FEET TO A POINT ON SAID NORTH RIGHT OF WAY LINE; THENCE S89°58'06"W ALONG SAID NORTH RIGHT OF WAY LINE 94.61 FEET; THENCE NORTH 38.84 FEET; THENCE N89°38'34"W 1.80 FEET;

THENCE NORTH 32.00 FEET; THENCE S89°59'02"W 81.54 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF MAIN STREET; THENCE N00°09'35"E ALONG SAID EAST RIGHT OF WAY LINE 43.71 FEET; THENCE S89°58'17"W 1.00 FEET; THENCE N00°09'35"E 62.54 FEET; THENCE S89°58'21"W 1.00 FEET; THENCE N00°09'35"E 218.16 FEET; THENCE S89°58'44"W 1.10 FEET; THENCE N00°09'35"E 180.78 FEET; THENCE N89°59'16"E 200.43 FEET; THENCE S00°09'35"W 1.58 FEET; THENCE EAST 90.38 FEET; THENCE SOUTH 76.94 FEET; THENCE EAST 0.10 FEET; THENCE SOUTH 103.85 FEET; THENCE EAST 24.21 FEET; THENCE S04°57'59"E 6.21 FEET; THENCE N85°00'00"E 32.08 FEET; THENCE N26°00'00"E 8.55 FEET; THENCE N09°30'00"E 15.71 FEET; THENCE N19°35'03"W 28.10 FEET; THENCE N70°30'00"E 12.78 FEET; THENCE S24°33'21"E 6.74 FEET; THENCE N51°27'08"E 4.49 FEET; THENCE N03°41'40"W 13.82 FEET; THENCE WEST 14.72 FEET; THENCE NORTH 52.86 FEET; THENCE WEST 2.99 FEET; THENCE NORTH 25.50 FEET; THENCE EAST 12.13 FEET; THENCE NORTH 19.59 FEET; THENCE EAST 18.62 FEET; THENCE NORTH 7.74 FEET; THENCE EAST 6.82 FEET; THENCE NORTH 42.54 FEET; THENCE WEST 69.67 FEET; THENCE SOUTH 2.31 FEET; THENCE WEST 32.02 FEET; THENCE NORTH 2.01 FEET; THENCE WEST 19.32 FEET; THENCE SOUTH 15.17 FEET; THENCE EAST 2.44 FEET; THENCE SOUTH 2.44 FEET; THENCE WEST 2.44 FEET; THENCE SOUTH 2.74 FEET; THENCE EAST 2.44 FEET; THENCE SOUTH 5.21 FEET; THENCE WEST 44.52 FEET; THENCE NORTH 25.61 FEET; THENCE EAST 28.84 FEET; THENCE NORTH 6.75 FEET; THENCE EAST 42.36 FEET; THENCE NORTH 16.43 FEET; THENCE EAST 9.57 FEET; THENCE SOUTH 16.43 FEET; THENCE EAST 20.66 FEET; THENCE NORTH 51.10 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPTING AREA 1:

BEGINNING AT A POINT THAT IS N89°59'16"E 472.64 FEET AND SOUTH 285.51 FEET FROM THE NORTHWEST CORNER OF BLOCK 75, PLAT "A", SALT LAKE CITY SURVEY, SECTION 6, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN AT THE SALT LAKE CITY DATUM ELEVATION OF 4320.06 TO ELEVATION 4338.06 AND RUNNING THENCE EAST 98.42 FEET; THENCE SOUTH 2.22 FEET; THENCE EAST 7.73 FEET; THENCE NORTH 2.53 FEET; THENCE EAST 3.38 FEET; THENCE SOUTH 2.08 FEET; THENCE EAST 3.76 FEET TO A 90.59 FOOT NON-TANGENT RADIUS CURVE TO THE LEFT, RADIUS POINT BEARS S83°38'24"E; THENCE ALONG SAID ARC 6.48 FEET (CHORD BEARS S04°18'41"W 6.48 FEET); THENCE WEST 3.50 FEET; THENCE SOUTH 14.52 FEET; THENCE WEST 109.30 FEET; THENCE NORTH 22.75 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPTING AREA 2:

BEGINNING AT A POINT THAT IS S00°09'53"W 274.11 FEET AND WEST 20.61 FEET FROM THE NORTHEAST CORNER OF BLOCK 75, PLAT "A", SALT LAKE CITY SURVEY, SECTION 6, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN AT THE SALT LAKE CITY DATUM ELEVATION OF 4320.06 TO ELEVATION 4338.06 AND RUNNING THENCE SOUTH 44.83 FEET; THENCE WEST 13.79 FEET; THENCE SOUTH 3.67 FEET; THENCE WEST 14.70 FEET; THENCE NORTH 1.74 FEET; THENCE WEST 10.66 FEET; THENCE NORTH 11.56 FEET; THENCE EAST 9.29 FEET; THENCE NORTH 35.20 FEET; THENCE EAST 29.87 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPTING PARCEL 2 HEREIN BEING THAT LAND CONVEYED BY SPECIAL WARRANTY DEED RECORDED MARCH 21, 2012 AS ENTRY NO. 11354505, IN BOOK 10001, AT PAGE 1822.

LESS AND EXCEPTING PARCEL 4 HEREIN BEING THAT LAND CONVEYED BY SPECIAL WARRANTY DEED RECORDED JUNE 17, 2013 AS ENTRY NO. 11665463, IN BOOK 10150, AT PAGE 3530.

BLOCK 75 LEVEL 2 (118'-0 3/4") – REVISED 5-4-2012

BEGINNING AT A POINT THAT IS N89°59'16"E 196.33 FEET FROM THE NORTHWEST CORNER OF BLOCK 75, PLAT "A", SALT LAKE CITY SURVEY, SECTION 6, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN SAID POINT ALSO BEING A POINT ON THE SOUTH RIGHT OF WAY LINE OF SOUTH TEMPLE STREET AT THE SALT LAKE CITY DATUM ELEVATION OF 4338.06 TO ELEVATION 4356.00 AND RUNNING THENCE N89°59'16"E ALONG SAID SOUTH RIGHT OF WAY LINE 210.75 FEET; THENCE S00°01'17"W 165.10 FEET; THENCE N89°58'54"E 70.54 FEET; THENCE NORTH 23.56 FEET; THENCE EAST 11.19 FEET; THENCE SOUTH 43.84 FEET; THENCE EAST 141.65 FEET; THENCE SOUTH 1.28 FEET; THENCE EAST 9.10 FEET; THENCE SOUTH 0.72 FEET; THENCE EAST 20.33 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF STATE STREET; THENCE S00°09'53"W ALONG SAID WEST RIGHT OF WAY LINE 62.26 FEET; THENCE WEST 50.47 FEET; THENCE SOUTH 1.14 FEET; THENCE WEST 30.20 FEET; THENCE SOUTH 2.64 FEET; THENCE WEST 6.24 FEET; THENCE SOUTH 32.42 FEET; THENCE WEST 99.80 FEET; THENCE SOUTH 12.59 FEET; THENCE WEST 15.46 FEET; THENCE SOUTH 9.89 FEET; THENCE EAST 32.63 FEET; THENCE SOUTH 8.79 FEET; THENCE S82°52'30"E 32.00 FEET; THENCE SOUTH 23.85 FEET; THENCE EAST 90.62 FEET; THENCE SOUTH 11.29 FEET; THENCE EAST 14.92 FEET; THENCE SOUTH 28.29 FEET; THENCE WEST 77.75 FEET; THENCE SOUTH 24.72 FEET; THENCE S89°57'59"W 75.56 FEET; THENCE S00°09'54"W 44.96 FEET; THENCE WEST 22.67 FEET; THENCE NORTH 1.14 FEET; THENCE WEST 5.34 FEET; THENCE SOUTH 1.14 FEET; THENCE WEST 10.00 FEET; THENCE NORTH 1.14 FEET; THENCE WEST 5.34 FEET; THENCE SOUTH 1.14 FEET; THENCE WEST 1.55 FEET; THENCE S68°31'24"W 24.65 FEET; THENCE S62°56'26"W 2.67 FEET; THENCE S58°45'18"W 17.14 FEET; THENCE S54°34'11"W 3.33 FEET; THENCE N36°24'57"W 6.34 FEET; THENCE S52°46'31"W 5.01 FEET; THENCE S57°26'20"W 13.63 FEET; THENCE S42°43'49"W 15.73 FEET; THENCE S37°21'30"W 15.64 FEET; THENCE S23°04'47"W 14.96 FEET; THENCE S27°19'41"W 3.67 FEET; THENCE S63°28'51"E 9.18 FEET; THENCE S25°58'32"W 1.85 FEET; THENCE S19°36'48"W 27.60 FEET; THENCE S13°04'32"W 2.67 FEET; THENCE S06°32'16"W 27.60 FEET; THENCE SOUTH 77.08 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF 100 SOUTH STREET; THENCE S89°58'06"W ALONG SAID NORTH RIGHT OF WAY LINE 59.59 FEET; THENCE NORTH 108.03 FEET; THENCE WEST 4.17 FEET; THENCE NORTH 17.78 FEET; THENCE WEST 14.11 FEET; THENCE NORTH 2.27 FEET; THENCE WEST 20.08 FEET; THENCE SOUTH 24.77 FEET; THENCE WEST 12.65 FEET; THENCE NORTH 6.08

FEET; THENCE WEST 9.36 FEET; THENCE NORTH 9.83 FEET; THENCE EAST 13.34 FEET; THENCE NORTH 9.00 FEET; THENCE WEST 26.39 FEET; THENCE SOUTH 8.95 FEET; THENCE WEST 34.02 FEET; THENCE SOUTH 96.63 FEET; THENCE EAST 3.74 FEET TO A 207.50 FOOT NON-TANGENT RADIUS CURVE TO THE LEFT, RADIUS POINT BEARS N70°33'17"E; THENCE ALONG SAID ARC 15.55 FEET (CHORD BEARS S21°35'33"E 15.55 FEET); THENCE WEST 1.53 FEET; THENCE SOUTH 8.25 FEET TO A POINT ON SAID NORTH RIGHT OF WAY LINE; THENCE S89°58'06"W ALONG SAID NORTH RIGHT OF WAY LINE 94.03 FEET; THENCE NORTH 38.84 FEET; THENCE N89°38'34"W 1.80 FEET; THENCE NORTH 32.00 FEET; THENCE S89°59'02"W 81.54 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF MAIN STREET; THENCE N00°09'35"E ALONG SAID EAST RIGHT OF WAY LINE 43.71 FEET; THENCE S89°58'17"W 1.00 FEET; THENCE N00°09'35"E 62.54 FEET; THENCE S89°58'21"W 1.00 FEET; THENCE N00°09'35"E 218.16 FEET; THENCE S89°58'44"W 1.10 FEET; THENCE N00°09'35"E 180.78 FEET; THENCE N89°59'16"E 200.43 FEET; THENCE N00°09'35"E 84.41 FEET TO A POINT ON SAID SOUTH RIGHT OF WAY LINE AND THE POINT OF BEGINNING.

LESS AND EXCEPTING:

BEGINNING AT A POINT THAT IS N89°59'16"E 239.33 FEET AND SOUTH 30.63 FEET FROM THE NORTHWEST CORNER OF BLOCK 75, PLAT "A", SALT LAKE CITY SURVEY, SECTION 6, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN AT THE SALT LAKE CITY DATUM ELEVATION OF 4338.06 TO ELEVATION 4356.00 AND RUNNING THENCE EAST 102.90 FEET; THENCE SOUTH 51.56 FEET; THENCE WEST 32.56 FEET; THENCE SOUTH 10.09 FEET; THENCE WEST 15.55 FEET; THENCE SOUTH 34.50 FEET; THENCE EAST 4.12 FEET; THENCE SOUTH 6.16 FEET; THENCE WEST 11.77 FEET; THENCE NORTH 46.94 FEET; THENCE WEST 47.15 FEET; THENCE NORTH 55.37 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPTING PARCEL 2 HEREIN BEING THAT LAND CONVEYED BY SPECIAL WARRANTY DEED RECORDED MARCH 21, 2012 AS ENTRY NO. 11354505, IN BOOK 10001, AT PAGE 1822.

BLOCK 75 LEVEL 3 (136'-0") – REVISED 5-4-2012

BEGINNING AT A POINT THAT IS N89°59'16"E 196.33 FEET FROM THE NORTHWEST CORNER OF BLOCK 75, PLAT "A", SALT LAKE CITY SURVEY, SECTION 6, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN SAID POINT ALSO BEING A POINT ON THE SOUTH RIGHT OF WAY LINE OF SOUTH TEMPLE STREET AT THE SALT LAKE CITY DATUM ELEVATION OF 4356.00 TO ELEVATION 4374.00 AND RUNNING THENCE N89°59'16"E ALONG SAID SOUTH RIGHT OF WAY LINE 210.75 FEET; THENCE S00°01'17"W 165.10 FEET; THENCE N89°58'54"E 88.29 FEET; THENCE N00°09'54"E 26.63 FEET; THENCE N89°55'01"E 164.59 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF STATE STREET; THENCE S00°09'53"W ALONG SAID WEST RIGHT OF WAY LINE 106.92 FEET; THENCE WEST 206.17 FEET; THENCE SOUTH 34.51 FEET; THENCE WEST 12.19 FEET; THENCE SOUTH 82.17 FEET; THENCE EAST 186.09 FEET; THENCE SOUTH 22.66 FEET;

THENCE WEST 77.75 FEET; THENCE SOUTH 24.72 FEET; THENCE S89°57'59"W 75.56 FEET; THENCE S00°09'54"W 44.96 FEET; THENCE WEST 22.67 FEET; THENCE NORTH 1.14 FEET; THENCE WEST 5.34 FEET; THENCE SOUTH 1.14 FEET; THENCE WEST 10.00 FEET; THENCE NORTH 1.14 FEET; THENCE WEST 5.34 FEET; THENCE SOUTH 1.14 FEET; THENCE WEST 1.55 FEET; THENCE S68°31'24"W 24.65 FEET; THENCE S62°56'26"W 2.67 FEET; THENCE S58°45'18"W 17.14 FEET; THENCE S54°34'11"W 3.33 FEET; THENCE N36°24'57"W 6.34 FEET; THENCE S52°46'31"W 5.01 FEET; THENCE S57°26'20"W 13.63 FEET; THENCE S42°43'49"W 15.73 FEET; THENCE S37°21'30"W 15.64 FEET; THENCE S23°04'47"W 14.96 FEET; THENCE S27°19'41"W 3.67 FEET; THENCE S63°28'51"E 9.18 FEET; THENCE S25°58'32"W 1.85 FEET; THENCE S19°36'48"W 27.60 FEET; THENCE S13°04'32"W 2.67 FEET; THENCE S06°32'16"W 27.60 FEET; THENCE SOUTH 77.08 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF 100 SOUTH STREET; THENCE S89°58'06"W ALONG SAID NORTH RIGHT OF WAY LINE 59.59 FEET; THENCE NORTH 108.03 FEET; THENCE WEST 4.17 FEET; THENCE NORTH 24.75 FEET; THENCE EAST 21.67 FEET TO A 185.00 FOOT NON-TANGENT RADIUS CURVE TO THE RIGHT, RADIUS POINT BEARS S69°42'56"E; THENCE ALONG SAID ARC 67.64 FEET (CHORD BEARS N30°45'34"E 67.27 FEET); THENCE N30°00'00"W 40.00 FEET; THENCE N81°00'00"W 43.83 FEET; THENCE N09°00'00"E 1.83 FEET; THENCE N81°00'00"W 16.79 FEET; THENCE S09°00'00"W 2.08 FEET TO A 1557.17 FOOT NON-TANGENT RADIUS CURVE TO THE LEFT, RADIUS POINT BEARS S08°25'30"W; THENCE ALONG SAID ARC 222.90 FEET (CHORD BEARS N85°40'32"W 222.71 FEET); THENCE SOUTH 0.48 FEET; THENCE WEST 8.79 FEET; THENCE NORTH 2.49 FEET; THENCE WEST 10.33 FEET; THENCE SOUTH 3.79 FEET; THENCE WEST 7.75 FEET; THENCE SOUTH 55.90 FEET; THENCE EAST 2.83 FEET; THENCE SOUTH 29.98 FEET; THENCE WEST 1.15 FEET; THENCE SOUTH 27.06 FEET; THENCE EAST 2.69 FEET; THENCE NORTH 3.58 FEET; THENCE EAST 43.23 FEET; THENCE SOUTH 3.21 FEET; THENCE EAST 9.05 FEET; THENCE SOUTH 5.86 FEET; THENCE S45°00'00"E 5.10 FEET; THENCE EAST 31.11 FEET; THENCE SOUTH 54.07 FEET; THENCE WEST 0.56 FEET; THENCE SOUTH 73.47 FEET TO A POINT ON SAID NORTH RIGHT OF WAY LINE; THENCE S89°58'06"W ALONG SAID NORTH RIGHT OF WAY LINE 7.38 FEET; THENCE NORTH 38.84 FEET; THENCE N89°38'34"W 1.80 FEET; THENCE NORTH 32.00 FEET; THENCE S89°59'02"W 81.54 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF MAIN STREET; THENCE N00°09'35"E ALONG SAID EAST RIGHT OF WAY LINE 43.71 FEET; THENCE S89°58'17"W 1.00 FEET; THENCE N00°09'35"E 62.54 FEET; THENCE S89°58'21"W 1.00 FEET; THENCE N00°09'35"E 218.16 FEET; THENCE S89°58'44"W 1.10 FEET; THENCE N00°09'35"E 180.78 FEET; THENCE N89°59'16"E 200.43 FEET; THENCE N00°09'35"E 84.41 FEET TO A POINT ON SAID SOUTH RIGHT OF WAY LINE AND THE POINT OF BEGINNING.

LESS AND EXCEPTING:

BEGINNING AT A POINT THAT IS N89°59'16"E 240.76 FEET AND SOUTH 30.01 FEET FROM THE NORTHWEST CORNER OF BLOCK 75, PLAT "A", SALT LAKE CITY SURVEY, SECTION 6, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN AT THE SALT LAKE CITY DATUM ELEVATION OF 4356.00 TO ELEVATION 4374.00 AND RUNNING THENCE EAST 22.67 FEET; THENCE NORTH 2.67 FEET; THENCE EAST 54.62 FEET; THENCE SOUTH 2.67 FEET; THENCE EAST 22.67

FEET; THENCE SOUTH 103.29 FEET; THENCE WEST 54.25 FEET; THENCE NORTH 47.29 FEET; THENCE WEST 45.71 FEET; THENCE NORTH 56.00 FEET TO THE POINT OF BEGINNING.

BLOCK 75 LEVEL 4 (154'-0") – REVISED 5-4-2012

BEGINNING AT A POINT THAT IS N89°59'16"E 196.33 FEET FROM THE NORTHWEST CORNER OF BLOCK 75, PLAT "A", SALT LAKE CITY SURVEY, SECTION 6, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN SAID POINT ALSO BEING A POINT ON THE SOUTH RIGHT OF WAY LINE OF SOUTH TEMPLE STREET AT THE SALT LAKE CITY DATUM ELEVATION OF 4374.00 TO ELEVATION 4386.00 AND RUNNING THENCE N89°59'16"E ALONG SAID SOUTH RIGHT OF WAY LINE 210.75 FEET; THENCE S00°01'17"W 165.10 FEET; THENCE N89°58'54"E 88.29 FEET; THENCE N00°09'54"E 26.63 FEET; THENCE N89°55'01"E 164.59 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF STATE STREET; THENCE S00°09'53"W ALONG SAID WEST RIGHT OF WAY LINE 106.92 FEET; THENCE WEST 206.17 FEET; THENCE SOUTH 34.51 FEET; THENCE WEST 12.19 FEET; THENCE SOUTH 82.17 FEET; THENCE EAST 186.09 FEET; THENCE SOUTH 22.66 FEET; THENCE WEST 77.75 FEET; THENCE SOUTH 24.72 FEET; THENCE S89°57'59"W 75.56 FEET; THENCE S00°09'54"W 44.96 FEET; THENCE WEST 22.67 FEET; THENCE NORTH 1.14 FEET; THENCE WEST 5.34 FEET; THENCE SOUTH 1.14 FEET; THENCE WEST 10.00 FEET; THENCE NORTH 1.14 FEET; THENCE WEST 5.34 FEET; THENCE SOUTH 1.14 FEET; THENCE WEST 1.55 FEET; THENCE S68°31'24"W 24.65 FEET; THENCE S62°56'26"W 2.67 FEET; THENCE S58°45'18"W 17.14 FEET; THENCE S54°34'11"W 3.33 FEET; THENCE N36°24'57"W 6.34 FEET; THENCE S52°46'31"W 5.01 FEET; THENCE S57°26'20"W 13.63 FEET; THENCE S42°43'49"W 15.73 FEET; THENCE S37°21'30"W 15.64 FEET; THENCE S23°04'47"W 14.96 FEET; THENCE S27°19'41"W 3.67 FEET; THENCE S63°28'51"E 9.18 FEET; THENCE S25°58'32"W 1.85 FEET; THENCE S19°36'48"W 27.60 FEET; THENCE S13°04'32"W 2.67 FEET; THENCE S06°32'16"W 27.60 FEET; THENCE SOUTH 77.08 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF 100 SOUTH STREET; THENCE S89°58'06"W ALONG SAID NORTH RIGHT OF WAY LINE 59.59 FEET; THENCE NORTH 132.78 FEET; THENCE WEST 0.33 FEET; THENCE NORTH 1.92 FEET; THENCE WEST 15.56 FEET; THENCE NORTH 27.44 FEET; THENCE WEST 32.01 FEET; THENCE SOUTH 2.83 FEET; THENCE WEST 36.32 FEET; THENCE SOUTH 15.25 FEET; THENCE WEST 20.46 FEET; THENCE NORTH 20.35 FEET; THENCE WEST 80.91 FEET; THENCE SOUTH 91.05 FEET; THENCE WEST 0.56 FEET; THENCE SOUTH 73.47 FEET TO A POINT ON SAID NORTH RIGHT OF WAY LINE; THENCE S89°58'06"W ALONG SAID NORTH RIGHT OF WAY LINE 7.38 FEET; THENCE NORTH 38.84 FEET; THENCE N89°38'34"W 1.80 FEET; THENCE NORTH 32.00 FEET; THENCE S89°59'02"W 81.54 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF MAIN STREET; THENCE N00°09'35"E ALONG SAID EAST RIGHT OF WAY LINE 43.71 FEET; THENCE S89°58'17"W 1.00 FEET; THENCE N00°09'35"E 62.54 FEET; THENCE S89°58'21"W 1.00 FEET; THENCE N00°09'35"E 218.16 FEET; THENCE S89°58'44"W 1.10 FEET; THENCE N00°09'35"E 180.78 FEET; THENCE N89°59'16"E 200.43 FEET; THENCE N00°09'35"E

84.41 FEET TO A POINT ON SAID SOUTH RIGHT OF WAY LINE AND THE POINT OF BEGINNING.

LESS AND EXCEPTING:

BEGINNING AT A POINT THAT IS N89°59'16"E 240.76 FEET AND SOUTH 30.01 FEET FROM THE NORTHWEST CORNER OF BLOCK 75, PLAT "A", SALT LAKE CITY SURVEY, SECTION 6, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN AT THE SALT LAKE CITY DATUM ELEVATION OF 4374.00 TO ELEVATION 4386.00 AND RUNNING THENCE EAST 22.67 FEET; THENCE NORTH 2.67 FEET; THENCE EAST 54.62 FEET; THENCE SOUTH 2.67 FEET; THENCE EAST 22.67 FEET; THENCE SOUTH 103.29 FEET; THENCE WEST 54.25 FEET; THENCE NORTH 47.29 FEET; THENCE WEST 45.71 FEET; THENCE NORTH 56.00 FEET TO THE POINT OF BEGINNING.

BLOCK 75 LEVEL 5 & ABOVE (166'-0" and ABOVE) – REVISED 5-4-2012

BEGINNING AT A POINT THAT IS N89°59'16"E 196.33 FEET FROM THE NORTHWEST CORNER OF BLOCK 75, PLAT "A", SALT LAKE CITY SURVEY, SECTION 6, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN SAID POINT ALSO BEING A POINT ON THE SOUTH RIGHT OF WAY LINE OF SOUTH TEMPLE STREET AT THE SALT LAKE CITY DATUM ELEVATION OF 4386.00 AND ABOVE AND RUNNING THENCE N89°59'16"E ALONG SAID SOUTH RIGHT OF WAY LINE 210.75 FEET; THENCE S00°01'17"W 165.10 FEET; THENCE N89°58'54"E 88.29 FEET; THENCE N00°09'54"E 26.63 FEET; THENCE N89°55'01"E 164.59 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF STATE STREET; THENCE S00°09'53"W ALONG SAID WEST RIGHT OF WAY LINE 106.92 FEET; THENCE WEST 206.17 FEET; THENCE SOUTH 34.51 FEET; THENCE WEST 12.19 FEET; THENCE SOUTH 82.17 FEET; THENCE EAST 186.09 FEET; THENCE SOUTH 22.66 FEET; THENCE WEST 77.75 FEET; THENCE SOUTH 24.72 FEET; THENCE S89°57'59"W 75.56 FEET; THENCE S00°09'54"W 44.96 FEET; THENCE WEST 22.67 FEET; THENCE NORTH 1.14 FEET; THENCE WEST 5.34 FEET; THENCE SOUTH 1.14 FEET; THENCE WEST 10.00 FEET; THENCE NORTH 1.14 FEET; THENCE WEST 5.34 FEET; THENCE SOUTH 1.14 FEET; THENCE WEST 1.55 FEET; THENCE S68°31'24"W 24.65 FEET; THENCE S62°56'26"W 2.67 FEET; THENCE S58°45'18"W 17.14 FEET; THENCE S54°34'11"W 3.33 FEET; THENCE N36°24'57"W 6.34 FEET; THENCE S52°46'31"W 5.01 FEET; THENCE S57°26'20"W 13.63 FEET; THENCE S42°43'49"W 15.73 FEET; THENCE S37°21'30"W 15.64 FEET; THENCE S23°04'47"W 14.96 FEET; THENCE S27°19'41"W 3.67 FEET; THENCE S63°28'51"E 9.18 FEET; THENCE S25°58'32"W 1.85 FEET; THENCE S19°36'48"W 27.60 FEET; THENCE S13°04'32"W 2.67 FEET; THENCE S06°32'16"W 27.60 FEET; THENCE SOUTH 77.08 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF 100 SOUTH STREET; THENCE S89°58'06"W ALONG SAID NORTH RIGHT OF WAY LINE 59.59 FEET; THENCE NORTH 132.45 FEET; THENCE WEST 34.17 FEET; THENCE NORTH 31.96 FEET; THENCE WEST 151.42 FEET; THENCE SOUTH 91.05 FEET; THENCE WEST 0.56 FEET; THENCE SOUTH 73.47 FEET TO A POINT ON SAID NORTH RIGHT OF WAY LINE; THENCE S89°58'06"W ALONG SAID NORTH RIGHT OF WAY LINE 7.38 FEET; THENCE NORTH 38.84 FEET;

THENCE N89°38'34"W 1.80 FEET; THENCE NORTH 32.00 FEET; THENCE S89°59'02"W 81.54 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF MAIN STREET; THENCE N00°09'35"E ALONG SAID EAST RIGHT OF WAY LINE 43.71 FEET; THENCE S89°58'17"W 1.00 FEET; THENCE N00°09'35"E 62.54 FEET; THENCE S89°58'21"W 1.00 FEET; THENCE N00°09'35"E 218.16 FEET; THENCE S89°58'44"W 1.10 FEET; THENCE N00°09'35"E 180.78 FEET; THENCE N89°59'16"E 200.43 FEET; THENCE N00°09'35"E 84.41 FEET TO A POINT ON SAID SOUTH RIGHT OF WAY LINE AND THE POINT OF BEGINNING.

LESS AND EXCEPTING AREA 1:

BEGINNING AT A POINT THAT IS N89°59'16"E 236.37 FEET AND SOUTH 27.49 FEET FROM THE NORTHWEST CORNER OF BLOCK 75, PLAT "A", SALT LAKE CITY SURVEY, SECTION 6, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN AT THE SALT LAKE CITY DATUM ELEVATION OF 4386.00 AND ABOVE AND RUNNING THENCE EAST 108.84 FEET; THENCE SOUTH 110.55 FEET; THENCE WEST 61.74 FEET; THENCE NORTH 49.04 FEET; THENCE WEST 47.10 FEET; THENCE NORTH 61.51 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPTING AREA 2:

BEGINNING AT A POINT THAT IS N89°59'16"E 258.67 FEET AND SOUTH 497.89 FEET FROM THE NORTHWEST CORNER OF BLOCK 75, PLAT "A", SALT LAKE CITY SURVEY, SECTION 6, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN AT THE SALT LAKE CITY DATUM ELEVATION OF 4386.00 AND ABOVE AND RUNNING THENCE SOUTH 26.32 FEET; THENCE WEST 11.29 FEET; THENCE NORTH 26.32 FEET; THENCE EAST 11.29 FEET TO THE POINT OF BEGINNING.

BLOCK 75 SUB LEVEL ELEVATION 99'-7 ¼" – REVISED 12-7-2009

BEGINNING AT A POINT THAT IS N89°59'16"E 422.64 FEET AND SOUTH 291.63 FEET FROM THE NORTHWEST CORNER OF BLOCK 75, PLAT "A", SALT LAKE CITY SURVEY, SECTION 6, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN AT THE SALT LAKE CITY DATUM ELEVATION OF 4319.60 TO ELEVATION 4320.06 AND RUNNING THENCE SOUTH 105.33 FEET; THENCE N29°56'44"W 30.89 FEET; THENCE N60°00'00"E 11.43 FEET TO A 151.12 FOOT NON-TANGENT CURVE TO THE LEFT, RADIUS POINT BEARS S71°35'41"W; THENCE ALONG SAID ARC 68.14 FEET (CHORD BEARS N05°29'14"W 67.57 FEET); THENCE N65°00'00"E 13.23 FEET TO THE POINT OF BEGINNING.

BLOCK 75 SUB LEVEL ELEVATION 99'-7" – REVISED 1-7-2010

BEGINNING AT A POINT THAT IS S00°09'35"W 84.41 FEET FROM THE NORTHWEST CORNER OF LOT 5, BLOCK 75, PLAT "A", SALT LAKE CITY SURVEY, SECTION 6, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN AT THE SALT LAKE CITY DATUM ELEVATION 4319.58 TO ELEVATION 4320.06 AND



RUNNING THENCE N89°59'16"E 196.33 FEET; THENCE S00°09'35"W 1.58 FEET; THENCE EAST 90.38 FEET; THENCE SOUTH 76.94 FEET; THENCE EAST 0.10 FEET; THENCE SOUTH 104.23 FEET; THENCE WEST 290.32 FEET; THENCE N00°09'35"E 1.93 FEET; THENCE S89°58'44"W 1.10 FEET; THENCE N00°09'35"E 180.78 FEET; THENCE N89°59'16"E 4.10 FEET TO THE POINT OF BEGINNING.

BLOCK 75 SUB LEVEL ELEVATION 97'-0" – REVISED 10-26-2009

BEGINNING AT A POINT THAT IS N89°59'16"E 342.95 FEET AND SOUTH 160.28 FEET FROM THE NORTHWEST CORNER OF BLOCK 75, PLAT "A", SALT LAKE CITY SURVEY, SECTION 6, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN AT THE SALT LAKE CITY DATUM ELEVATION OF 4317.00 TO ELEVATION 4320.06 AND RUNNING THENCE EAST 41.44 FEET; THENCE SOUTH 9.34 FEET; THENCE EAST 16.08 FEET; THENCE SOUTH 12.50 FEET; THENCE WEST 3.75 FEET; THENCE SOUTH 9.00 FEET; THENCE EAST 24.75 FEET; THENCE SOUTH 101.05 FEET; THENCE S65°00'00"W 11.94 FEET TO A 151.12 FOOT NON-TANGENT CURVE TO THE RIGHT, RADIUS POINT BEARS S71°35'41"W; THENCE ALONG SAID ARC 68.14 FEET (CHORD BEARS S05°29'14"E 67.57 FEET); THENCE S60°00'00"W 11.43 FEET; THENCE S29°56'44"E 30.89 FEET; THENCE SOUTH 15.46 FEET; THENCE EAST 51.44 FEET; THENCE S00°09'54"W 56.83 FEET; THENCE N89°58'23"E 5.00 FEET; THENCE S00°09'54"W 13.01 FEET; THENCE S89°58'21"W 60.82 FEET; THENCE NORTH 15.64 FEET; THENCE WEST 54.75 FEET; THENCE SOUTH 32.65 FEET; THENCE WEST 3.00 FEET; THENCE NORTH 2.67 FEET; THENCE WEST 121.67 FEET; THENCE SOUTH 29.33 FEET; THENCE WEST 147.00 FEET; THENCE NORTH 29.33 FEET; THENCE WEST 85.04 FEET; THENCE NORTH 9.04 FEET; THENCE WEST 9.96 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF MAIN STREET; THENCE N00°09'35"E ALONG SAID EAST RIGHT OF WAY LINE 4.15 FEET; THENCE S89°58'21"W 1.00 FEET; THENCE N00°09'35"E 216.23 FEET; THENCE EAST 290.32 FEET; THENCE NORTH 0.38 FEET; THENCE EAST 24.21 FEET; THENCE S04°57'59"E 6.21 FEET; THENCE N85°00'00"E 32.08 FEET; THENCE N26°00'00"E 8.55 FEET; THENCE N09°30'00"E 15.71 FEET; THENCE N19°35'03"W 28.10 FEET; THENCE N70°30'00"E 19.52 FEET; THENCE NORTH 8.20 FEET; THENCE WEST 15.66 FEET; THENCE NORTH 45.58 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPTING FROM THIS SUB LEVEL THE FOLLOWING 7 AREAS - REVISED 10-26-09:

AREA 1:

BEGINNING AT A POINT THAT IS N89°59'16"E 22.64 FEET AND SOUTH 388.28 FEET FROM THE NORTHWEST CORNER OF BLOCK 75, PLAT "A", SALT LAKE CITY SURVEY, SECTION 6, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN AT THE SALT LAKE CITY DATUM ELEVATION OF 4317.00 TO ELEVATION 4320.06 AND RUNNING THENCE EAST 6.50 FEET; THENCE SOUTH 9.00 FEET; THENCE WEST 6.50 FEET; THENCE NORTH 9.00 FEET TO THE POINT OF BEGINNING.

AREA 2:

BEGINNING AT A POINT THAT IS N89°59'16"E 63.80 FEET AND SOUTH 377.05 FEET FROM THE NORTHWEST CORNER OF BLOCK 75, PLAT "A", SALT LAKE CITY SURVEY, SECTION 6, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN AT THE SALT LAKE CITY DATUM ELEVATION OF 4317.00 TO ELEVATION 4320.06 AND RUNNING THENCE EAST 16.33 FEET; THENCE SOUTH 8.67 FEET; THENCE WEST 16.33 FEET; THENCE NORTH 8.67 FEET TO THE POINT OF BEGINNING.

AREA 3:

BEGINNING AT A POINT THAT IS N89°59'16"E 123.80 FEET AND SOUTH 380.99 FEET FROM THE NORTHWEST CORNER OF BLOCK 75, PLAT "A", SALT LAKE CITY SURVEY, SECTION 6, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN AT THE SALT LAKE CITY DATUM ELEVATION OF 4317.00 TO ELEVATION 4320.06 AND RUNNING THENCE EAST 17.17 FEET; THENCE SOUTH 8.67 FEET; THENCE WEST 17.17 FEET; THENCE NORTH 8.67 FEET TO THE POINT OF BEGINNING.

AREA 4:

BEGINNING AT A POINT THAT IS N89°59'16"E 162.30 FEET AND SOUTH 377.07 FEET FROM THE NORTHWEST CORNER OF BLOCK 75, PLAT "A", SALT LAKE CITY SURVEY, SECTION 6, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN AT THE SALT LAKE CITY DATUM ELEVATION OF 4317.00 TO ELEVATION 4320.06 AND RUNNING THENCE EAST 7.83 FEET; THENCE SOUTH 7.17 FEET; THENCE WEST 7.83 FEET; THENCE NORTH 7.17 FEET TO THE POINT OF BEGINNING.

AREA 5:

BEGINNING AT A POINT THAT IS N89°59'16"E 183.80 FEET AND SOUTH 384.56 FEET FROM THE NORTHWEST CORNER OF BLOCK 75, PLAT "A", SALT LAKE CITY SURVEY, SECTION 6, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN AT THE SALT LAKE CITY DATUM ELEVATION OF 4317.00 TO ELEVATION 4320.06 AND RUNNING THENCE EAST 17.17 FEET; THENCE SOUTH 8.67 FEET; THENCE WEST 17.17 FEET; THENCE NORTH 8.67 FEET TO THE POINT OF BEGINNING.

AREA 6:

BEGINNING AT A POINT THAT IS N89°59'16"E 232.30 FEET AND SOUTH 393.59 FEET FROM THE NORTHWEST CORNER OF BLOCK 75, PLAT "A", SALT LAKE CITY SURVEY, SECTION 6, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN AT THE SALT LAKE CITY DATUM ELEVATION OF 4317.00 TO ELEVATION 4320.06 AND RUNNING THENCE EAST 7.17 FEET; THENCE SOUTH 9.17 FEET; THENCE WEST 7.17 FEET; THENCE NORTH 9.17 FEET TO THE POINT OF BEGINNING.

AREA 7:

BEGINNING AT A POINT THAT IS N89°59'16"E 243.80 FEET AND SOUTH 393.59 FEET FROM THE NORTHWEST CORNER OF BLOCK 75, PLAT "A", SALT LAKE CITY SURVEY, SECTION 6, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN AT THE SALT LAKE CITY DATUM ELEVATION OF 4317.00 TO ELEVATION 4320.06 AND RUNNING THENCE EAST 7.17 FEET; THENCE SOUTH 9.17 FEET; THENCE WEST 7.17 FEET; THENCE NORTH 9.17 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPTING PARCEL 2 HEREIN BEING THAT LAND CONVEYED BY SPECIAL WARRANTY DEED RECORDED MARCH 21, 2012 AS ENTRY NO. 11354505, IN BOOK 10001, AT PAGE 1822.

BLOCK 75 SUB LEVEL ELEVATION 96'-10 5/8" – REVISED 4-16-2010

BEGINNING AT A POINT S00°09'53"W 409.17 FEET FROM THE NORTHEAST CORNER OF BLOCK 75, PLAT "A", SALT LAKE CITY SURVEY, SECTION 6, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN AT THE SALT LAKE CITY DATUM ELEVATION OF 4316.88 TO ELEVATION 4320.06, SAID POINT ALSO BEING A POINT ON THE WEST RIGHT OF WAY LINE OF STATE STREET AND RUNNING THENCE S00°09'53"W ALONG SAID WEST RIGHT OF WAY LINE 30.25 FEET; THENCE WEST 121.75 FEET; THENCE N33°42'48"W 0.71 FEET; THENCE S55°55'42"W 34.38 FEET; THENCE WEST 34.53 FEET; THENCE N00°09'54"E 48.81 FEET; THENCE N89°57'59"E 185.10 FEET TO THE POINT OF BEGINNING.

BLOCK 75 SUB LEVEL ELEVATION 96'-8 1/4" – REVISED 6-30-2009

BEGINNING AT A POINT THAT IS N89°59'16"E 6.60 FEET AND SOUTH 487.50 FEET FROM THE NORTHWEST CORNER OF BLOCK 75, PLAT "A", SALT LAKE CITY SURVEY, SECTION 6, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN AT THE SALT LAKE CITY DATUM ELEVATION OF 4316.69 TO ELEVATION 4320.06 AND RUNNING THENCE SOUTH 9.04 FEET; THENCE WEST 9.98 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF MAIN STREET; THENCE N00°09'35"E ALONG SAID EAST RIGHT OF WAY LINE 9.04 FEET; THENCE EAST 9.96 FEET TO THE POINT OF BEGINNING.

BLOCK 75 THE FOLLOWING 7 AREAS THAT COMPRISE SUB LEVEL ELEVATION 95'-0" REVISIED 10-26-2009

AREA 1:

BEGINNING AT A POINT THAT IS N89°59'16"E 22.64 FEET AND SOUTH 388.28 FEET FROM THE NORTHWEST CORNER OF BLOCK 75, PLAT "A", SALT LAKE CITY SURVEY, SECTION 6, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND

MERIDIAN AT THE SALT LAKE CITY DATUM ELEVATION OF 4315.00 TO ELEVATION 4320.06 AND RUNNING THENCE EAST 6.50 FEET; THENCE SOUTH 9.00 FEET; THENCE WEST 6.50 FEET; THENCE NORTH 9.00 FEET TO THE POINT OF BEGINNING.

AREA 2:

BEGINNING AT A POINT THAT IS N89°59'16"E 63.80 FEET AND SOUTH 377.05 FEET FROM THE NORTHWEST CORNER OF BLOCK 75, PLAT "A", SALT LAKE CITY SURVEY, SECTION 6, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN AT THE SALT LAKE CITY DATUM ELEVATION OF 4315.00 TO ELEVATION 4320.06 AND RUNNING THENCE EAST 16.33 FEET; THENCE SOUTH 8.67 FEET; THENCE WEST 16.33 FEET; THENCE NORTH 8.67 FEET TO THE POINT OF BEGINNING.

AREA 3:

BEGINNING AT A POINT THAT IS N89°59'16"E 123.80 FEET AND SOUTH 380.99 FEET FROM THE NORTHWEST CORNER OF BLOCK 75, PLAT "A", SALT LAKE CITY SURVEY, SECTION 6, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN AT THE SALT LAKE CITY DATUM ELEVATION OF 4315.00 TO ELEVATION 4320.06 AND RUNNING THENCE EAST 17.17 FEET; THENCE SOUTH 8.67 FEET; THENCE WEST 17.17 FEET; THENCE NORTH 8.67 FEET TO THE POINT OF BEGINNING.

AREA 4:

BEGINNING AT A POINT THAT IS N89°59'16"E 162.30 FEET AND SOUTH 377.07 FEET FROM THE NORTHWEST CORNER OF BLOCK 75, PLAT "A", SALT LAKE CITY SURVEY, SECTION 6, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN AT THE SALT LAKE CITY DATUM ELEVATION OF 4315.00 TO ELEVATION 4320.06 AND RUNNING THENCE EAST 7.83 FEET; THENCE SOUTH 7.17 FEET; THENCE WEST 7.83 FEET; THENCE NORTH 7.17 FEET TO THE POINT OF BEGINNING.

AREA 5:

BEGINNING AT A POINT THAT IS N89°59'16"E 183.80 FEET AND SOUTH 384.56 FEET FROM THE NORTHWEST CORNER OF BLOCK 75, PLAT "A", SALT LAKE CITY SURVEY, SECTION 6, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN AT THE SALT LAKE CITY DATUM ELEVATION OF 4315.00 TO ELEVATION 4320.06 AND RUNNING THENCE EAST 17.17 FEET; THENCE SOUTH 8.67 FEET; THENCE WEST 17.17 FEET; THENCE NORTH 8.67 FEET TO THE POINT OF BEGINNING.

AREA 6:

BEGINNING AT A POINT THAT IS N89°59'16"E 232.30 FEET AND SOUTH 393.59 FEET FROM THE NORTHWEST CORNER OF BLOCK 75, PLAT "A", SALT LAKE CITY SURVEY, SECTION 6, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN AT THE SALT LAKE CITY DATUM ELEVATION OF 4315.00 TO ELEVATION 4320.06 AND RUNNING THENCE EAST 7.17 FEET; THENCE SOUTH 9.17 FEET; THENCE WEST 7.17 FEET; THENCE NORTH 9.17 FEET TO THE POINT OF BEGINNING.

AREA 7:

BEGINNING AT A POINT THAT IS N89°59'16"E 243.80 FEET AND SOUTH 393.59 FEET FROM THE NORTHWEST CORNER OF BLOCK 75, PLAT "A", SALT LAKE CITY SURVEY, SECTION 6, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN AT THE SALT LAKE CITY DATUM ELEVATION OF 4315.00 TO ELEVATION 4320.06 AND RUNNING THENCE EAST 7.17 FEET; THENCE SOUTH 9.17 FEET; THENCE WEST 7.17 FEET; THENCE NORTH 9.17 FEET TO THE POINT OF BEGINNING.

BLOCK 75 SUB LEVEL ELEVATION 91'-8"-REVISED 9-18-2009

BEGINNING AT A POINT THAT IS N89°59'16"E 418.05 FEET AND SOUTH 466.65 FEET FROM THE NORTHWEST CORNER OF BLOCK 75, PLAT "A", SALT LAKE CITY SURVEY, SECTION 6, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN AT THE SALT LAKE CITY DATUM ELEVATION OF 4311.67 TO ELEVATION 4320.06 AND RUNNING THENCE SOUTH 15.64 FEET; THENCE S89°58'21"W 9.72 FEET; THENCE S00°09'54"W 164.34 FEET; THENCE WEST 134.14 FEET; THENCE SOUTH 13.78 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF 100 SOUTH STREET; THENCE S89°58'06"W ALONG SAID NORTH RIGHT OF WAY LINE 78.40 FEET; THENCE NORTH 44.04 FEET; THENCE EAST 11.11 FEET; THENCE NORTH 29.89 FEET; THENCE WEST 9.30 FEET; THENCE NORTH 45.45 FEET; THENCE WEST 4.38 FEET; THENCE NORTH 4.03 FEET; THENCE EAST 43.21 FEET; THENCE SOUTH 20.05 FEET; THENCE EAST 20.00 FEET; THENCE NORTH 1.14 FEET; THENCE EAST 13.73 FEET; THENCE NORTH 19.77 FEET; THENCE WEST 5.69 FEET; THENCE NORTH 3.50 FEET; THENCE WEST 76.71 FEET; THENCE SOUTH 8.39 FEET; THENCE WEST 21.17 FEET; THENCE SOUTH 78.66 FEET TO A 50.00 FOOT NON-TANGENT RADIUS CURVE TO THE LEFT, RADIUS POINT BEARS N89°59'23"E; THENCE ALONG SAID ARC 16.39 FEET (CHORD BEARS S09°24'02"E 16.32 FEET) TO A 208.50 FOOT NON-TANGENT CURVE TO THE LEFT, RADIUS POINT BEARS N71°12'33"E; THENCE ALONG SAID ARC 14.99 FEET (CHORD BEARING S20°51'03"E 14.99 FEET); THENCE S23°18'56"E 2.95 FEET; THENCE SOUTH 7.91 FEET TO A POINT ON SAID NORTH RIGHT OF WAY LINE; THENCE S89°58'06"W ALONG SAID NORTH RIGHT OF WAY LINE 94.61 FEET; THENCE NORTH 38.84 FEET; THENCE N89°38'34"W 1.80 FEET; THENCE NORTH 32.00 FEET; THENCE S89°59'02"W 81.54 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF MAIN STREET; THENCE N00°09'35"E ALONG SAID EAST RIGHT OF WAY LINE 43.71 FEET; THENCE S89°58'17"W 1.00 FEET; THENCE N00°09'35"E 49.35 FEET; THENCE EAST 95.02 FEET; THENCE SOUTH 29.33 FEET;

THENCE EAST 147.00 FEET; THENCE NORTH 29.33 FEET; THENCE EAST 121.67 FEET; THENCE SOUTH 2.67 FEET; THENCE EAST 3.00 FEET; THENCE NORTH 32.65 FEET; THENCE EAST 54.75 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPTING PARCEL 2 HEREIN BEING THAT LAND CONVEYED BY SPECIAL WARRANTY DEED RECORDED MARCH 21, 2012 AS ENTRY NO. 11354505, IN BOOK 10001, AT PAGE 1822.

LESS AND EXCEPTING PARCEL 4 HEREIN BEING THAT LAND CONVEYED BY SPECIAL WARRANTY DEED RECORDED JUNE 17, 2013 AS ENTRY NO. 11665463, IN BOOK 10150, AT PAGE 3530.

BLOCK 75 SUB LEVEL ELEVATION 91'-0"-REVISED 6-30-2009

BEGINNING AT A POINT THAT IS N89°59'16"E 407.86 FEET AND SOUTH 646.63 FEET FROM THE NORTHWEST CORNER OF BLOCK 75, PLAT "A", SALT LAKE CITY SURVEY, SECTION 6, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN AT THE SALT LAKE CITY DATUM ELEVATION OF 4311.00 TO ELEVATION 4320.06 AND RUNNING THENCE S00°09'54"W 13.71 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF 100 SOUTH STREET; THENCE S89°58'06"W ALONG SAID NORTH RIGHT OF WAY LINE 134.10 FEET; THENCE NORTH 13.78 FEET; THENCE EAST 134.14 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPTING PARCEL 2 HEREIN BEING THAT LAND CONVEYED BY SPECIAL WARRANTY DEED RECORDED MARCH 21, 2012 AS ENTRY NO. 11354505, IN BOOK 10001, AT PAGE 1822.

LESS AND EXCEPTING PARCEL 4 HEREIN BEING THAT LAND CONVEYED BY SPECIAL WARRANTY DEED RECORDED JUNE 17, 2013 AS ENTRY NO. 11665463, IN BOOK 10150, AT PAGE 3530.

BLOCK 75 ADDITIONAL BUILDING "H" AREA-REVISED 12-29-2009

FROM THE TOP OF LEVEL 1 (ELEVATION 118'-0 3/4") TO THE CONCRETE ON THE SECOND FLOOR OF BUILDING "H" (ELEVATION 130'-8"):

BEGINNING AT A POINT THAT IS S89°58'06"W 250.64 FEET FROM THE SOUTHEAST CORNER OF BLOCK 75, PLAT "A", SALT LAKE CITY SURVEY, SECTION 6, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN SAID POINT ALSO BEING A POINT ON THE NORTH RIGHT OF WAY LINE OF 100 SOUTH STREET AT THE SALT LAKE CITY DATUM ELEVATION OF 4338.06 TO ELEVATION 4350.67 AND RUNNING THENCE S89°58'06"W ALONG SAID NORTH RIGHT OF WAY LINE 74.01 FEET; THENCE NORTH 77.08 FEET; THENCE N06°32'16"E 27.60 FEET; THENCE N13°04'32"E 2.67 FEET; THENCE N19°36'48"E 27.60 FEET; THENCE N25°58'32"E 1.85 FEET; THENCE N63°28'51"W 9.18 FEET; THENCE N27°19'41"E 3.67 FEET; THENCE N30°23'24"E 30.40 FEET; THENCE N49°42'48"E 30.40 FEET; THENCE

N52°46'31"E 3.67 FEET; THENCE S36°24'57"E 6.34 FEET; THENCE N54°34'11"E 3.33 FEET; THENCE N58°45'18"E 17.14 FEET; THENCE N62°56'26"E 2.24 FEET; THENCE S24°52'53"E 2.59 FEET; THENCE EAST 11.57 FEET; THENCE SOUTH 16.53 FEET; THENCE S89°58'21"W 10.05 FEET; THENCE S00°09'54"W 178.05 FEET TO A POINT ON SAID NORTH RIGHT OF WAY LINE AND THE POINT OF BEGINNING.

LESS AND EXCEPTING PARCEL 2 HEREIN BEING THAT LAND CONVEYED BY SPECIAL WARRANTY DEED RECORDED MARCH 21, 2012 AS ENTRY NO. 11354505, IN BOOK 10001, AT PAGE 1822.

BLOCK 76 LEVEL 1 (99'-0 3/4")-REVISED 5-4-2012

BEGINNING AT A POINT THAT IS S00°01'22"E 131.62 FEET FROM THE NORTHWEST CORNER OF BLOCK 76, PLAT "A", SALT LAKE CITY SURVEY, SECTION 1, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN SAID POINT ALSO BEING A POINT ON THE EAST RIGHT OF WAY LINE OF WEST TEMPLE STREET AT THE SALT LAKE CITY DATUM ELEVATION OF 4319.06 TO ELEVATION 4338.06 AND RUNNING THENCE EAST 96.58 FEET; THENCE NORTH 0.59 FEET TO A 7.03 FOOT NON-TANGENT RADIUS CURVE TO THE LEFT, RADIUS POINT BEARS N00°47'06"E; THENCE ALONG THE ARC 11.03 FEET (CHORD BEARING N45°50'10"E 9.93 FEET); THENCE EAST 0.50 FEET; THENCE NORTH 58.16 FEET; THENCE WEST 1.45 FEET; THENCE NORTH 8.18 FEET TO A 3.77 FOOT NON-TANGENT RADIUS CURVE TO THE LEFT, RADIUS POINT BEARS S86°20'22"W; THENCE ALONG THE ARC 5.47 FEET (CHORD BEARING N45°15'09"W 5.00 FEET); THENCE NORTH 41.63 FEET; THENCE WEST 1.67 FEET; THENCE NORTH 0.19 FEET TO A 5.79 FOOT NON-TANGENT RADIUS CURVE TO THE LEFT, RADIUS POINT BEARS N89°50'37"W; THENCE ALONG THE ARC 9.08 FEET (CHORD BEARING N44°42'52"W 8.18 FEET); THENCE WEST 0.25 FEET; THENCE NORTH 6.62 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF SOUTH TEMPLE STREET; THENCE N89°59'41"E ALONG SAID SOUTH RIGHT OF WAY LINE 48.17 FEET; THENCE SOUTH 105.46 FEET; THENCE EAST 29.96 FEET; THENCE SOUTH 38.81 FEET; THENCE EAST 125.72 FEET; THENCE NORTH 118.39 FEET; THENCE WEST 8.95 FEET; THENCE NORTH 3.08 FEET; THENCE N28°38'10"W 25.99 FEET TO A POINT ON SAID SOUTH RIGHT OF WAY LINE OF SOUTH TEMPLE STREET; THENCE N89°59'41"E ALONG SAID SOUTH RIGHT OF WAY LINE 110.15 FEET; THENCE S28°38'10"W 26.00 FEET; THENCE SOUTH 3.08 FEET; THENCE WEST 8.95 FEET; THENCE SOUTH 118.39 FEET; THENCE EAST 129.33 FEET; THENCE NORTH 38.51 FEET; THENCE N89°54'47"E 44.59 FEET; THENCE N00°05'11"W 20.75 FEET; THENCE N89°54'49"E 123.62 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF MAIN STREET; THENCE S00°01'48"E ALONG SAID WEST RIGHT OF WAY LINE 111.42 FEET; THENCE WEST 3.89 FEET; THENCE NORTH 0.40 FEET; THENCE WEST 4.85 FEET; THENCE NORTH 0.74 FEET; THENCE WEST 24.50 FEET; THENCE SOUTH 6.38 FEET; THENCE WEST 9.04 FEET; THENCE SOUTH 6.32 FEET; THENCE EAST 16.03 FEET; THENCE SOUTH 4.91 FEET; THENCE EAST 0.17 FEET; THENCE SOUTH 4.67 FEET; THENCE EAST 3.10 FEET; THENCE NORTH 4.67 FEET; THENCE EAST 22.99 FEET TO A POINT ON SAID WEST RIGHT OF WAY LINE OF MAIN STREET; THENCE S00°01'48"E ALONG SAID WEST RIGHT OF WAY LINE 72.54

FEET; THENCE WEST 21.07 FEET; THENCE SOUTH 8.99 FEET; THENCE EAST 21.08 FEET TO A POINT ON SAID WEST RIGHT OF WAY LINE OF MAIN STREET; THENCE S00°01'48"E ALONG SAID WEST RIGHT OF WAY LINE 168.63 FEET; THENCE WEST 13.25 FEET; THENCE SOUTH 15.71 FEET; THENCE EAST 13.26 FEET TO A POINT ON SAID WEST RIGHT OF WAY LINE OF MAIN STREET; THENCE S00°01'48"E ALONG SAID WEST RIGHT OF WAY LINE 22.64 FEET; THENCE WEST 10.23 FEET; THENCE S45°00'00"W 2.36 FEET; THENCE WEST 18.19 FEET; THENCE S45°00'00"W 4.55 FEET; THENCE SOUTH 1.21 FEET; THENCE S45°00'00"W 9.31 FEET; THENCE WEST 6.78 FEET; THENCE S45°00'00"W 4.86 FEET; THENCE WEST 2.94 FEET; THENCE S45°00'00"W 4.31 FEET; THENCE SOUTH 0.94 FEET; THENCE WEST 13.66 FEET; THENCE SOUTH 14.90 FEET; THENCE EAST 12.50 FEET; THENCE NORTH 7.39 FEET; THENCE EAST 29.59 FEET; THENCE SOUTH 5.01 FEET; THENCE EAST 27.69 FEET TO A POINT ON SAID WEST RIGHT OF WAY LINE OF MAIN STREET; THENCE S00°01'48"E ALONG SAID WEST RIGHT OF WAY LINE 13.67 FEET; THENCE N89°59'34"W 165.84 FEET; THENCE NORTH 6.74 FEET; THENCE WEST 117.37 FEET; THENCE SOUTH 0.60 FEET; THENCE WEST 0.33 FEET; THENCE SOUTH 0.96 FEET; THENCE WEST 0.38 FEET; THENCE SOUTH 26.36 FEET; THENCE EAST 20.10 FEET; THENCE SOUTH 2.21 FEET; THENCE EAST 0.40 FEET; THENCE SOUTH 19.27 FEET; THENCE EAST 0.21 FEET; THENCE SOUTH 32.70 FEET; THENCE WEST 0.21 FEET; THENCE SOUTH 11.97 FEET; THENCE EAST 0.21 FEET; THENCE SOUTH 25.63 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF 100 SOUTH STREET; THENCE N89°59'08"W ALONG SAID NORTH RIGHT OF WAY LINE 66.97 FEET; THENCE N00°01'16"W 207.58 FEET; THENCE N89°59'41"W 330.08 FEET TO A POINT ON SAID EAST RIGHT OF WAY LINE OF WEST TEMPLE STREET; THENCE N00°01'22"W ALONG SAID EAST RIGHT OF WAY LINE 321.09 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPTING AREA 1:

BEGINNING AT A POINT THAT IS N89°59'41"E 364.24 FEET AND SOUTH 167.19 FEET FROM THE NORTHWEST CORNER OF BLOCK 76, PLAT "A", SALT LAKE CITY SURVEY, SECTION 1, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE AND MERIDIAN AT THE SALT LAKE CITY DATUM ELEVATION OF 4319.06 TO ELEVATION 4338.06 AND RUNNING THENCE EAST 12.25 FEET; THENCE NORTH 7.22 FEET; THENCE EAST 4.49 FEET; THENCE S45°00'00"E 1.59 FEET; THENCE EAST 21.00 FEET; THENCE SOUTH 17.40 FEET; THENCE WEST 38.11 FEET; THENCE NORTH 2.08 FEET; THENCE WEST 0.75 FEET; THENCE NORTH 9.22 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPTING PARCEL 3 HEREIN BEING THAT LAND CONVEYED BY SPECIAL WARRANTY DEED RECORDED MARCH 21, 2012 AS ENTRY NO. 11354501, IN BOOK 10001, AT PAGE 1797.

BLOCK 76 LEVEL 2 (118'-0 3/4")-REVISED 12-14-2009



BEGINNING AT A POINT THAT IS S00°01'22"E 131.62 FEET FROM THE NORTHWEST CORNER OF BLOCK 76, PLAT "A", SALT LAKE CITY SURVEY, SECTION 1, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN SAID POINT ALSO BEING A POINT ON THE EAST RIGHT OF WAY LINE OF WEST TEMPLE STREET AT THE SALT LAKE CITY DATUM ELEVATION OF 4338.06 TO ELEVATION 4356.00 AND RUNNING THENCE EAST 96.58 FEET; THENCE NORTH 0.59 FEET TO A 7.03 FOOT NON-TANGENT RADIUS CURVE TO THE LEFT, RADIUS POINT BEARS N00°47'06"E; THENCE ALONG THE ARC 11.03 FEET (CHORD BEARING N45°50'10"E 9.93 FEET); THENCE EAST 0.50 FEET; THENCE NORTH 58.16 FEET; THENCE WEST 1.45 FEET; THENCE NORTH 8.18 FEET TO A 3.77 FOOT NON-TANGENT RADIUS CURVE TO THE LEFT, RADIUS POINT BEARS S86°20'22"W; THENCE ALONG THE ARC 5.47 FEET (CHORD BEARING N45°15'09"W 5.00 FEET); THENCE NORTH 41.63 FEET; THENCE WEST 1.67 FEET; THENCE NORTH 0.19 FEET TO A 5.79 FOOT NON-TANGENT RADIUS CURVE TO THE LEFT, RADIUS POINT BEARS N89°50'37"W; THENCE ALONG THE ARC 9.08 FEET (CHORD BEARING N44°42'52"W 8.18 FEET); THENCE WEST 0.25 FEET; THENCE NORTH 6.62 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF SOUTH TEMPLE STREET; THENCE N89°59'41"E ALONG SAID SOUTH RIGHT OF WAY LINE 48.17 FEET; THENCE SOUTH 105.46 FEET; THENCE EAST 29.96 FEET; THENCE SOUTH 38.81 FEET; THENCE EAST 125.72 FEET; THENCE NORTH 118.39 FEET; THENCE WEST 8.95 FEET; THENCE NORTH 3.08 FEET; THENCE N28°38'10"W 25.99 FEET TO A POINT ON SAID SOUTH RIGHT OF WAY LINE OF SOUTH TEMPLE STREET; THENCE N89°59'41"E ALONG SAID SOUTH RIGHT OF WAY LINE 110.15 FEET; THENCE S28°38'10"W 26.00 FEET; THENCE SOUTH 3.08 FEET; THENCE WEST 8.95 FEET; THENCE SOUTH 118.39 FEET; THENCE EAST 129.33 FEET; THENCE NORTH 38.51 FEET; THENCE N89°54'47"E 44.59 FEET; THENCE N00°05'11"W 20.75 FEET; THENCE N89°54'49"E 123.62 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF MAIN STREET; THENCE S00°01'48"E ALONG SAID WEST RIGHT OF WAY LINE 462.68 FEET; THENCE N89°59'34"W 165.84 FEET; THENCE NORTH 6.74 FEET; THENCE WEST 118.08 FEET; THENCE SOUTH 27.92 FEET; THENCE EAST 20.10 FEET; THENCE SOUTH 2.00 FEET; THENCE WEST 5.44 FEET; THENCE SOUTH 89.77 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF 100 SOUTH STREET; THENCE N89°59'08"W ALONG SAID NORTH RIGHT OF WAY LINE 60.93 FEET; THENCE N00°01'16"W 207.58 FEET; THENCE N89°59'41"W 330.08 FEET TO A POINT ON SAID EAST RIGHT OF WAY LINE OF WEST TEMPLE STREET; THENCE N00°01'22"W ALONG SAID EAST RIGHT OF WAY LINE 321.09 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPTING THE FOLLOWING 5 AREAS FROM THIS LEVEL:

AREA 1:

BEGINNING AT A POINT THAT IS N89°59'41"E 403.13 FEET AND SOUTH 167.32 FEET FROM THE NORTHWEST CORNER OF BLOCK 76, PLAT "A", SALT LAKE CITY SURVEY, SECTION 1, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE AND MERIDIAN AT THE SALT LAKE CITY DATUM ELEVATION OF 4338.06 TO ELEVATION 4356.00 AND RUNNING THENCE EAST 20.17 FEET; THENCE SOUTH

11.15 FEET; THENCE WEST 20.17 FEET; THENCE NORTH 11.15 FEET TO THE POINT OF BEGINNING.

AREA 2:

BEGINNING AT A POINT THAT IS S00°01'48"E 285.23 FEET AND WEST 2.39 FEET FROM THE NORTHEAST CORNER OF BLOCK 76, PLAT "A", SALT LAKE CITY SURVEY, SECTION 1, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE AND MERIDIAN AT THE SALT LAKE CITY DATUM ELEVATION OF 4338.06 TO ELEVATION 4356.00 AND RUNNING THENCE SOUTH 8.99 FEET; THENCE WEST 18.69 FEET; THENCE NORTH 8.99 FEET; THENCE EAST 18.69 FEET TO THE POINT OF BEGINNING.

AREA 3:

BEGINNING AT A POINT THAT IS S00°01'48"E 462.85 FEET AND WEST 4.32 FEET FROM THE NORTHEAST CORNER OF BLOCK 76, PLAT "A", SALT LAKE CITY SURVEY, SECTION 1, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE AND MERIDIAN AT THE SALT LAKE CITY DATUM ELEVATION OF 4338.06 TO ELEVATION 4356.00 AND RUNNING THENCE SOUTH 15.70 FEET; THENCE WEST 8.94 FEET; THENCE NORTH 15.70 FEET; THENCE EAST 8.94 FEET TO THE POINT OF BEGINNING.

AREA 4:

BEGINNING AT A POINT THAT IS S00°01'48"E 204.25 FEET AND WEST 3.96 FEET FROM THE NORTHEAST CORNER OF BLOCK 76, PLAT "A", SALT LAKE CITY SURVEY, SECTION 1, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE AND MERIDIAN AT THE SALT LAKE CITY DATUM ELEVATION OF 4338.06 TO ELEVATION 4356.00 AND RUNNING THENCE WEST 22.30 FEET; THENCE SOUTH 8.44 FEET; THENCE EAST 0.17 FEET; THENCE SOUTH 4.67 FEET; THENCE EAST 3.10 FEET; THENCE NORTH 4.67 FEET; THENCE EAST 19.02 FEET; THENCE NORTH 8.44 FEET TO THE POINT OF BEGINNING.

AREA 5:

BEGINNING AT A POINT THAT IS S00°01'48"E 525.37 FEET AND WEST 4.03 FEET FROM THE NORTHEAST CORNER OF BLOCK 76, PLAT "A", SALT LAKE CITY SURVEY, SECTION 1, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE AND MERIDIAN AT THE SALT LAKE CITY DATUM ELEVATION OF 4338.06 TO ELEVATION 4356.00 AND RUNNING THENCE WEST 22.37 FEET; THENCE SOUTH 8.44 FEET; THENCE EAST 22.37 FEET; THENCE NORTH 8.44 FEET TO THE POINT OF BEGINNING.

BLOCK 76 LEVEL 3A (136'-0") and ABOVE-REVISED 5-4-2012

BEGINNING AT A POINT THAT IS S00°01'22"E 133.99 FEET FROM THE NORTHWEST CORNER OF BLOCK 76, PLAT "A", SALT LAKE CITY SURVEY, SECTION 1, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN SAID

POINT ALSO BEING A POINT ON THE EAST RIGHT OF WAY LINE OF WEST TEMPLE STREET AT THE SALT LAKE CITY DATUM ELEVATION OF 4356.00 AND ABOVE AND RUNNING THENCE EAST 96.67 FEET TO A 10.00 FOOT RADIUS CURVE TO THE LEFT 15.71 FEET (CHORD BEARING N45°00'00"E 14.14 FEET); THENCE NORTH 109.12 FEET TO A 14.88 FOOT RADIUS CURVE TO THE LEFT 23.37 FEET (CHORD BEARING N45°00'09"W 21.04 FEET) TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF SOUTH TEMPLE STREET; THENCE N89°59'41"E ALONG SAID SOUTH RIGHT OF WAY LINE 47.92 FEET; THENCE SOUTH 105.46 FEET; THENCE EAST 29.96 FEET; THENCE SOUTH 38.81 FEET; THENCE EAST 125.72 FEET; THENCE NORTH 118.39 FEET; THENCE WEST 8.95 FEET; THENCE NORTH 3.08 FEET; THENCE N28°38'10"W 25.99 FEET TO A POINT ON SAID SOUTH RIGHT OF WAY LINE OF SOUTH TEMPLE STREET; THENCE N89°59'41"E ALONG SAID SOUTH RIGHT OF WAY LINE 110.15 FEET; THENCE S28°38'10"W 26.00 FEET; THENCE SOUTH 3.08 FEET; THENCE WEST 8.95 FEET; THENCE SOUTH 153.19 FEET; THENCE WEST 6.11 FEET; THENCE SOUTH 59.51 FEET TO A 58.93 FOOT NON-TANGENT RADIUS CURVE TO THE RIGHT, RADIUS POINT BEARS S28°19'10"W; THENCE ALONG THE ARC 22.45 FEET (CHORD BEARS S50°45'55"E 22.32 FEET) TO A COMPOUND NON-TANGENT 98.08 FOOT RADIUS CURVE, RADIUS POINT BEARS S51°00'54"W; THENCE ALONG THE ARC 69.26 FEET (CHORD BEARS S18°34'48"E 67.83 FEET); THENCE S77°07'00"E 13.11 FEET; THENCE N12°52'50"E 0.92 FEET; THENCE S77°12'04"E 2.83 FEET; THENCE S12°55'43"W 0.92 FEET; THENCE S77°07'10"E 1.60 FEET; THENCE S12°53'03"W 2.50 FEET; THENCE S77°07'16"E 7.00 FEET; THENCE S78°01'43"E 66.60 FEET; THENCE S80°25'09"E 10.83 FEET; THENCE S81°57'54"E 65.76 FEET; THENCE S83°29'32"E 10.83 FEET; THENCE S85°29'01"E 61.27 FEET; THENCE N89°59'56"E 28.70 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF MAIN STREET; THENCE S00°01'48"E ALONG SAID WEST RIGHT OF WAY LINE 51.67 FEET; THENCE N89°59'56"W 28.73 FEET; THENCE N83°53'23"W 59.94 FEET; THENCE N83°46'51"W 10.83 FEET; THENCE N82°01'41"W 79.37 FEET; THENCE N80°16'31"W 10.83 FEET; THENCE N79°40'59"W 65.72 FEET; THENCE N77°07'04"W 7.00 FEET; THENCE S12°52'36"W 2.15 FEET; THENCE N77°11'29"W 1.60 FEET; THENCE S12°52'50"W 1.27 FEET; THENCE N77°07'10"W 2.83 FEET; THENCE N12°52'50"E 1.26 FEET; THENCE N77°11'29"W 13.06 FEET TO A 59.99 FOOT NON-TANGENT RADIUS CURVE TO THE RIGHT, RADIUS POINT BEARS N57°52'07"W; THENCE ALONG THE ARC 25.56 FEET (CHORD BEARS S44°20'09"W 25.36 FEET); THENCE S23°35'42"E 2.29 FEET TO 60.64 FOOT NON-TANGENT RADIUS CURVE TO THE LEFT, RADIUS POINT BEARS N32°55'53"W; THENCE ALONG THE ARC 1.69 FEET (CHORD BEARS N56°16'06"E 1.69 FEET); THENCE S24°00'00"E 34.12 FEET; THENCE SOUTH 91.63 FEET; THENCE WEST 1.33 FEET; THENCE SOUTH 29.50 FEET; THENCE EAST 0.62 FEET; THENCE SOUTH 27.92 FEET; THENCE EAST 20.10 FEET; THENCE SOUTH 2.00 FEET; THENCE WEST 5.44 FEET; THENCE SOUTH 89.77 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF 100 SOUTH STREET; THENCE N89°59'08"W ALONG SAID NORTH RIGHT OF WAY LINE 60.93 FEET; THENCE N00°01'16"W 207.58 FEET; THENCE N89°59'41"W 330.08 FEET TO A POINT ON SAID EAST RIGHT OF WAY LINE OF WEST TEMPLE STREET; THENCE N00°01'22"W ALONG SAID EAST RIGHT OF WAY LINE 318.72 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH AREA 1:

BEGINNING AT A POINT THAT IS S00°01'48"E 123.22 FEET AND WEST 90.66 FEET FROM THE NORTHEAST CORNER OF BLOCK 76, PLAT "A", SALT LAKE CITY SURVEY, SECTION 1, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE AND MERIDIAN AT THE SALT LAKE CITY DATUM ELEVATION OF 4356.00 AND ABOVE AND RUNNING THENCE SOUTH 22.00 FEET; THENCE WEST 22.00 FEET; THENCE NORTH 22.00 FEET; THENCE EAST 22.00 FEET TO THE POINT OF BEGINNING.

BLOCK 76 SUB LEVEL ELEVATION 96'-0"-REVISED 10-26-2009

BEGINNING AT A POINT THAT IS S00°01'22"E 131.62 FEET FROM THE NORTHWEST CORNER OF BLOCK 76, PLAT "A", SALT LAKE CITY SURVEY, SECTION 1, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN SAID POINT ALSO BEING A POINT ON THE EAST RIGHT OF WAY LINE OF WEST TEMPLE STREET AT THE SALT LAKE CITY DATUM ELEVATION OF 4316.00 TO ELEVATION 4319.06 AND RUNNING THENCE EAST 96.58 FEET; THENCE NORTH 0.59 FEET TO A 7.03 FOOT NON-TANGENT RADIUS CURVE TO THE LEFT, RADIUS POINT BEARS N00°47'06"E; THENCE ALONG THE ARC 11.03 FEET (CHORD BEARING N45°50'10"E 9.93 FEET); THENCE EAST 0.50 FEET; THENCE NORTH 58.16 FEET; THENCE WEST 1.45 FEET; THENCE NORTH 8.18 FEET TO A 3.77 FOOT NON-TANGENT RADIUS CURVE TO THE LEFT, RADIUS POINT BEARS S86°20'22"W; THENCE ALONG THE ARC 5.47 FEET (CHORD BEARING N45°15'09"W 5.00 FEET); THENCE NORTH 41.63 FEET; THENCE WEST 1.67 FEET; THENCE NORTH 0.19 FEET TO A 5.79 FOOT NON-TANGENT RADIUS CURVE TO THE LEFT, RADIUS POINT BEARS N89°50'37"W; THENCE ALONG THE ARC 9.08 FEET (CHORD BEARING N44°42'52"W 8.18 FEET); THENCE WEST 0.25 FEET; THENCE NORTH 6.62 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF SOUTH TEMPLE STREET; THENCE N89°59'41"E ALONG SAID SOUTH RIGHT OF WAY LINE 48.17 FEET; THENCE SOUTH 105.46 FEET; THENCE EAST 29.96 FEET; THENCE SOUTH 38.81 FEET; THENCE EAST 125.72 FEET; THENCE NORTH 118.39 FEET; THENCE WEST 8.95 FEET; THENCE NORTH 3.08 FEET; THENCE N28°38'10"W 25.99 FEET TO A POINT ON SAID SOUTH RIGHT OF WAY LINE OF SOUTH TEMPLE STREET; THENCE N89°59'41"E ALONG SAID SOUTH RIGHT OF WAY LINE 110.15 FEET; THENCE S28°38'10"W 26.00 FEET; THENCE SOUTH 3.08 FEET; THENCE WEST 8.95 FEET; THENCE SOUTH 118.39 FEET; THENCE EAST 29.37 FEET; THENCE SOUTH 16.81 FEET; THENCE WEST 10.03 FEET; THENCE N45°00'00"W 1.59 FEET; THENCE WEST 4.49 FEET; THENCE SOUTH 7.22 FEET; THENCE WEST 12.25 FEET; THENCE SOUTH 9.22 FEET; THENCE EAST 0.75 FEET; THENCE SOUTH 1.78 FEET; THENCE WEST 3.02 FEET; THENCE SOUTH 60.82 FEET TO A 61.27 FOOT NON-TANGENT RADIUS CURVE TO THE RIGHT, RADIUS POINT BEARS S32°57'23"W; THENCE ALONG SAID ARC 3.26 FEET (CHORD BEARS S55°31'09"E 3.26 FEET); THENCE EAST 57.31 FEET; THENCE SOUTH 60.00 FEET; THENCE EAST 151.77 FEET; THENCE N82°52'30"E 28.89 FEET; THENCE EAST 32.67 FEET; THENCE SOUTH 37.56 FEET; THENCE EAST 9.90 FEET; THENCE SOUTH 4.58 FEET; THENCE EAST 15.43 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF MAIN STREET; THENCE

S00°01'48"E ALONG SAID WEST RIGHT OF WAY LINE 86.30 FEET; THENCE WEST 25.15 FEET; THENCE NORTH 8.20 FEET; THENCE WEST 213.33 FEET; THENCE SOUTH 123.17 FEET; THENCE WEST 91.68 FEET; THENCE NORTH 87.91 FEET; THENCE N89°59'41"W 110.16 FEET; THENCE NORTH 280.58 FEET; THENCE WEST 220.07 FEET TO A POINT ON SAID EAST RIGHT OF WAY LINE OF WEST TEMPLE STREET; THENCE N00°01'22"W ALONG SAID EAST RIGHT OF WAY LINE 40.54 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPTING THE FOLLOWING 5 AREAS FROM THIS SUB LEVEL:

AREA 1:

BEGINNING AT A POINT THAT IS S00°01'22"E 349.16 FEET AND EAST 412.00 FEET FROM THE NORTHWEST CORNER OF BLOCK 76, PLAT "A", SALT LAKE CITY SURVEY, SECTION 1, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN AT THE SALT LAKE CITY DATUM ELEVATION OF 4316.00 TO ELEVATION 4319.06 AND RUNNING THENCE EAST 10.00 FEET; THENCE SOUTH 10.00 FEET; THENCE WEST 10.00 FEET; THENCE NORTH 10.00 FEET TO THE POINT OF BEGINNING.

AREA 2:

BEGINNING AT A POINT THAT IS S00°01'22"E 349.16 FEET AND EAST 455.14 FEET FROM THE NORTHWEST CORNER OF BLOCK 76, PLAT "A", SALT LAKE CITY SURVEY, SECTION 1, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN AT THE SALT LAKE CITY DATUM ELEVATION OF 4316.00 TO ELEVATION 4319.06 AND RUNNING THENCE EAST 20.00 FEET; THENCE SOUTH 20.00 FEET; THENCE WEST 20.00 FEET; THENCE NORTH 20.00 FEET TO THE POINT OF BEGINNING.

AREA 3:

BEGINNING AT A POINT THAT IS S00°01'22"E 364.16 FEET AND EAST 522.74 FEET FROM THE NORTHWEST CORNER OF BLOCK 76, PLAT "A", SALT LAKE CITY SURVEY, SECTION 1, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN AT THE SALT LAKE CITY DATUM ELEVATION OF 4316.00 TO ELEVATION 4319.06 AND RUNNING THENCE EAST 19.25 FEET; THENCE SOUTH 20.00 FEET; THENCE WEST 19.25 FEET; THENCE NORTH 20.00 FEET TO THE POINT OF BEGINNING.

AREA 4:

BEGINNING AT A POINT THAT IS S00°01'22"E 364.16 FEET AND EAST 544.99 FEET FROM THE NORTHWEST CORNER OF BLOCK 76, PLAT "A", SALT LAKE CITY SURVEY, SECTION 1, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN AT THE SALT LAKE CITY DATUM ELEVATION OF 4316.00 TO ELEVATION 4319.06 AND RUNNING THENCE EAST 16.25 FEET; THENCE SOUTH 20.00 FEET; THENCE WEST 16.25 FEET; THENCE NORTH 20.00 FEET TO THE POINT OF BEGINNING.

AREA 5:

BEGINNING AT A POINT THAT IS S00°01'22"E 377.16 FEET AND EAST 609.49 FEET FROM THE NORTHWEST CORNER OF BLOCK 76, PLAT "A", SALT LAKE CITY SURVEY, SECTION 1, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN AT THE SALT LAKE CITY DATUM ELEVATION OF 4316.00 TO ELEVATION 4319.06 AND RUNNING THENCE EAST 8.00 FEET; THENCE SOUTH 8.00 FEET; THENCE WEST 8.00 FEET; THENCE NORTH 8.00 FEET TO THE POINT OF BEGINNING.

BLOCK 76 SUB LEVEL ELEVATION 95'-10"-REVISED 12-6-2009

BEGINNING AT A POINT THAT IS N00°01'48"W 165.13 FEET FROM THE SOUTHEAST CORNER OF BLOCK 76, PLAT "A", SALT LAKE CITY SURVEY, SECTION 1, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN SAID POINT ALSO BEING A POINT ON THE WEST RIGHT OF WAY LINE OF MAIN STREET AT THE SALT LAKE CITY DATUM ELEVATION OF 4315.83 TO ELEVATION 4319.06 AND RUNNING THENCE WEST 4.65 FEET; THENCE SOUTH 13.10 FEET; THENCE WEST 0.47 FEET; THENCE NORTH 7.25 FEET; THENCE WEST 5.13 FEET; THENCE S45°00'00"W 2.36 FEET; THENCE WEST 18.19 FEET; THENCE S45°00'00"W 4.55 FEET; THENCE SOUTH 1.21 FEET; THENCE S45°00'00"W 9.78 FEET; THENCE WEST 6.28 FEET; THENCE S45°00'00"W 4.80 FEET; THENCE WEST 2.50 FEET; THENCE S45°00'00"W 3.93 FEET; THENCE NORTH 39.50 FEET; THENCE EAST 30.00 FEET; THENCE NORTH 47.30 FEET; THENCE EAST 25.16 FEET TO A POINT ON SAID WEST RIGHT OF WAY LINE; THENCE S00°01'48"E ALONG SAID WEST RIGHT OF WAY LINE 8.30 FEET; THENCE WEST 7.74 FEET; THENCE SOUTH 13.08 FEET; THENCE EAST 7.75 FEET TO A POINT ON SAID WEST RIGHT OF WAY LINE; THENCE S00°01'48"E ALONG SAID WEST RIGHT OF WAY LINE 7.88 FEET; THENCE WEST 13.25 FEET; THENCE SOUTH 15.71 FEET; THENCE EAST 13.25 FEET TO A POINT ON SAID WEST RIGHT OF WAY LINE; THENCE S00°01'48"E ALONG SAID WEST RIGHT OF WAY LINE 16.80 FEET TO THE POINT OF BEGINNING.

BLOCK 76 SUB LEVEL ELEVATION 95'-0 3/4"-REVISED 6-30-2009

BEGINNING AT A POINT THAT IS N00°01'48"W 321.02 FEET FROM THE SOUTHEAST CORNER OF BLOCK 76, PLAT "A", SALT LAKE CITY SURVEY, SECTION 1, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN SAID POINT ALSO BEING A POINT ON THE WEST RIGHT OF WAY LINE OF MAIN STREET AT THE SALT LAKE CITY DATUM ELEVATION OF 4315.06 TO ELEVATION 4319.06 AND RUNNING THENCE WEST 15.43 FEET; THENCE NORTH 4.58 FEET; THENCE WEST 9.93 FEET; THENCE NORTH 40.06 FEET; THENCE EAST 25.33 FEET TO A POINT ON SAID WEST RIGHT OF WAY LINE; THENCE S00°01'48"E ALONG SAID WEST RIGHT OF WAY LINE 44.65 FEET TO THE POINT OF BEGINNING.

BLOCK 76 SUB LEVEL ELEVATION 94'-6"-REVISED 12-29-2009

BEGINNING AT A POINT THAT IS N00°01'48"W 112.99 FEET FROM THE SOUTHEAST CORNER OF BLOCK 76, PLAT "A", SALT LAKE CITY SURVEY, SECTION 1, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN AT THE SALT LAKE CITY DATUM ELEVATION OF 4314.50 TO ELEVATION 4319.06 AND RUNNING THENCE N89°59'34"W 55.22 FEET; THENCE NORTH 13.46 FEET; THENCE EAST 27.65 FEET; THENCE SOUTH 2.00 FEET; THENCE EAST 27.56 FEET; THENCE S00°01'48"E 11.47 FEET TO THE POINT OF BEGINNING.

BLOCK 76 THE FOLLOWING 5 AREAS THAT COMPRISE SUB LEVEL ELEVATION 94'-0"-REVISED 12-29-2009

AREA 1:

BEGINNING AT A POINT THAT IS S00°01'22"E 349.16 FEET AND EAST 412.00 FEET FROM THE NORTHWEST CORNER OF BLOCK 76, PLAT "A", SALT LAKE CITY SURVEY, SECTION 1, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN AT THE SALT LAKE CITY DATUM ELEVATION OF 4314.00 TO ELEVATION 4319.06 AND RUNNING THENCE EAST 10.00 FEET; THENCE SOUTH 10.00 FEET; THENCE WEST 10.00 FEET; THENCE NORTH 10.00 FEET TO THE POINT OF BEGINNING.

AREA 2:

BEGINNING AT A POINT THAT IS S00°01'22"E 349.16 FEET AND EAST 455.14 FEET FROM THE NORTHWEST CORNER OF BLOCK 76, PLAT "A", SALT LAKE CITY SURVEY, SECTION 1, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN AT THE SALT LAKE CITY DATUM ELEVATION OF 4314.00 TO ELEVATION 4319.06 AND RUNNING THENCE EAST 20.00 FEET; THENCE SOUTH 20.00 FEET; THENCE WEST 20.00 FEET; THENCE NORTH 20.00 FEET TO THE POINT OF BEGINNING.

AREA 3:

BEGINNING AT A POINT THAT IS S00°01'22"E 364.16 FEET AND EAST 522.74 FEET FROM THE NORTHWEST CORNER OF BLOCK 76, PLAT "A", SALT LAKE CITY SURVEY, SECTION 1, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN AT THE SALT LAKE CITY DATUM ELEVATION OF 4314.00 TO ELEVATION 4319.06 AND RUNNING THENCE EAST 19.25 FEET; THENCE SOUTH 20.00 FEET; THENCE WEST 19.25 FEET; THENCE NORTH 20.00 FEET TO THE POINT OF BEGINNING.

AREA 4:

BEGINNING AT A POINT THAT IS S00°01'22"E 364.16 FEET AND EAST 544.99 FEET FROM THE NORTHWEST CORNER OF BLOCK 76, PLAT "A", SALT LAKE CITY SURVEY, SECTION 1, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND

MERIDIAN AT THE SALT LAKE CITY DATUM ELEVATION OF 4314.00 TO ELEVATION 4319.06 AND RUNNING THENCE EAST 16.25 FEET; THENCE SOUTH 20.00 FEET; THENCE WEST 16.25 FEET; THENCE NORTH 20.00 FEET TO THE POINT OF BEGINNING.

AREA 5:

BEGINNING AT A POINT THAT IS S00°01'22"E 377.16 FEET AND EAST 609.49 FEET FROM THE NORTHWEST CORNER OF BLOCK 76, PLAT "A", SALT LAKE CITY SURVEY, SECTION 1, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN AT THE SALT LAKE CITY DATUM ELEVATION OF 4314.00 TO ELEVATION 4319.06 AND RUNNING THENCE EAST 8.00 FEET; THENCE SOUTH 8.00 FEET; THENCE WEST 8.00 FEET; THENCE NORTH 8.00 FEET TO THE POINT OF BEGINNING.

BLOCK 76 SUB LEVEL ELEVATION 85'-0"-REVISED 6-30-2009

BEGINNING AT A POINT THAT IS N89°59'08"W 216.16 FROM THE SOUTHEAST CORNER OF BLOCK 76, PLAT "A", SALT LAKE CITY SURVEY, SECTION 1, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN SAID POINT ALSO BEING A POINT ON THE NORTH RIGHT OF WAY LINE OF 100 SOUTH STREET AT THE SALT LAKE CITY DATUM ELEVATION OF 4305.00 TO ELEVATION 4319.06 AND RUNNING THENCE N89°59'08"W ALONG SAID NORTH RIGHT OF WAY LINE 114.08 FEET; THENCE N00°01'16"W 52.17 FEET; THENCE EAST 8.44 FEET; THENCE NORTH 12.75 FEET; THENCE EAST 22.00 FEET; THENCE NORTH 8.46 FEET; THENCE EAST 7.12 FEET; THENCE NORTH 2.42 FEET; THENCE WEST 2.25 FEET; THENCE NORTH 8.04 FEET; THENCE EAST 32.34 FEET; THENCE SOUTH 8.00 FEET; THENCE WEST 5.55 FEET; THENCE SOUTH 2.42 FEET; THENCE EAST 4.69 FEET; THENCE SOUTH 21.82 FEET; THENCE WEST 2.06 FEET; THENCE SOUTH 9.08 FEET; THENCE EAST 3.48 FEET; THENCE SOUTH 4.94 FEET; THENCE WEST 1.42 FEET; THENCE SOUTH 31.30 FEET; THENCE EAST 47.30 FEET; THENCE SOUTH 6.30 FEET TO THE POINT OF BEGINNING.

BLOCK 76 SUB LEVEL ELEVATION 98'-8" BELOW NORDSTROM-REVISED 3-27-2010

SUB LEVEL 98'-8" BELOW NORDSTROM:

BEGINNING AT A POINT THAT IS S00°01'22"E 172.16 FEET FROM THE NORTHWEST CORNER OF BLOCK 76, PLAT "A", SALT LAKE CITY SURVEY, SECTION 1, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN AT THE SALT LAKE CITY DATUM ELEVATION 4318.65 TO ELEVATION 4319.06 AND RUNNING EAST 220.07 FEET; THENCE SOUTH 280.58 FEET; THENCE N89°59'41"W 219.96 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF WEST TEMPLE STREET; THENCE N00°01'22"W ALONG SAID EAST RIGHT OF WAY LINE 280.56 FEET TO THE POINT OF BEGINNING.



TOGETHER WITH SUB LEVEL NORDSTROM ENTRY AREA - REVISED 3-27-10:  
BEGINNING AT A POINT THAT IS S00°01'22"E 241.99 FEET AND EAST 0.37 FEET FROM THE NORTHWEST CORNER OF BLOCK 76, PLAT "A", SALT LAKE CITY SURVEY, SECTION 1, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE AND MERIDIAN AT THE SALT LAKE CITY DATUM ELEVATION 4305.58 TO ELEVATION 4318.65 AND RUNNING EAST 1.83 FEET; THENCE SOUTH 7.17 FEET; THENCE EAST 8.25 FEET; THENCE SOUTH 10.00 FEET; THENCE EAST 9.67 FEET; THENCE SOUTH 22.17 FEET; THENCE EAST 6.67 FEET; THENCE SOUTH 17.83 FEET; THENCE EAST 8.08 FEET; THENCE SOUTH 34.17 FEET; THENCE WEST 22.67 FEET; THENCE SOUTH 6.96 FEET; WEST 1.67 FEET; THENCE SOUTH 7.00 FEET; THENCE EAST 1.67 FEET; THENCE SOUTH 31.71 FEET; THENCE WEST 9.96 FEET; THENCE SOUTH 11.42 FEET; THENCE WEST 1.88 FEET; THENCE NORTH 28.25 FEET; THENCE EAST 0.67 FEET; THENCE NORTH 34.00 FEET; THENCE EAST 2.56 FEET; THENCE NORTH 27.75 FEET; THENCE WEST 2.73 FEET; THENCE NORTH 9.17 FEET; THENCE WEST 0.50 FEET; THENCE NORTH 49.25 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH SUB LEVEL NORDSTROM WEST FACE OF BUILDING:  
BEGINNING AT A POINT ON THE EAST RIGHT OF WAY LINE OF WEST TEMPLE STREET SAID POINT IS S00°01'22"E 177.16 FEET FROM THE NORTHWEST CORNER OF BLOCK 76, PLAT "A", SALT LAKE CITY SURVEY, SECTION 1, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE AND MERIDIAN AT THE TOP OF AN EXISTING SIDEWALK AT THE SALT LAKE CITY DATUM ELEVATION 4307.33 TO ELEVATION 4318.65 AND RUNNING EAST 3.48 FEET AT ELEVATION 4307.33; THENCE SOUTH 47.75 FEET TO ELEVATION 4306.67; THENCE WEST 2.42 FEET AT ELEVATION 4306.67; THENCE SOUTH 17.08 FEET TO ELEVATION 4306.43; THENCE WEST 0.67 FEET AT ELEVATION 4306.43; THENCE SOUTH 49.25 FEET TO ELEVATION 4305.75; THENCE EAST 0.50 FEET AT ELEVATION 4305.75; THENCE SOUTH 9.17 FEET TO ELEVATION 4305.63; THENCE EAST 2.73 FEET AT ELEVATION 4305.63; THENCE SOUTH 27.75 FEET TO ELEVATION 4305.57; THENCE WEST 2.56 FEET AT ELEVATION 4305.57; THENCE SOUTH 34.00 FEET TO ELEVATION 4305.17; THENCE WEST 0.67 FEET AT ELEVATION 4305.17; THENCE SOUTH 28.25 FEET TO A POINT AT THE NORTH END OF A PARKING ENTRANCE AT ELEVATION 4304.83; THENCE EAST 2.67 FEET AT ELEVATION 4304.83; THENCE VERTICAL TO ELEVATION 4313.46; THENCE CONTINUING HORIZONTALLY ALONG THE TOP OF SAID PARKING ENTRANCE SOUTH 27.50 FEET AT SAID ELEVATION 4313.46 TO THE SOUTH END OF SAID PARKING ENTRANCE; THENCE VERTICAL TO ELEVATION 4304.46; THENCE WEST 1.25 FEET AT ELEVATION 4304.46; THENCE SOUTH 34.81 FEET TO ELEVATION 4304.91; THENCE WEST 1.71 FEET AT ELEVATION 4304.91; THENCE N00°01'22"W TO THE SOUTH END OF SAID PARKING ENTRANCE 34.81 FEET TO ELEVATION 4304.46; THENCE VERTICAL TO ELEVATION 4313.46; THENCE CONTINUING HORIZONTALLY ALONG THE TOP OF SAID PARKING ENTRANCE N00°01'22"W 27.50 FEET AT SAID ELEVATION 4313.46 TO THE NORTH END OF SAID PARKING ENTRANCE; THENCE VERTICAL TO ELEVATION 4304.83; THENCE N00°01'22"W 62.25 FEET TO ELEVATION 4305.57; THENCE N00°01'22"W 27.75 FEET TO ELEVATION 4305.63; THENCE N00°01'22"W 123.25 FEET TO ELEVATION 4307.33 AND THE POINT OF BEGINNING.

TOGETHER WITH SUB LEVEL NORDSTROM NORTH FACE OF BUILDING:  
BEGINNING AT A POINT THAT IS S00°01'22"E 172.16 FEET FROM THE NORTHWEST CORNER OF BLOCK 76, PLAT "A", SALT LAKE CITY SURVEY, SECTION 1, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE AND MERIDIAN AT THE TOP OF AN EXISTING SIDEWALK AT THE SALT LAKE CITY DATUM ELEVATION 4307.33 TO ELEVATION 4318.65 AND RUNNING EAST 15.33 FEET TO ELEVATION 4307.75; THENCE VERTICAL TO ELEVATION 4308.24; THENCE EAST 23.03 FEET TO ELEVATION 4314.80; THENCE EAST 181.70 FEET TO ELEVATION 4316.00; THENCE SOUTH 3.67 FEET AT ELEVATION 4316.00; THENCE WEST 30.00 FEET AT ELEVATION 4316.00; THENCE NORTH 1.17 FEET AT ELEVATION 4316.00; THENCE WEST 63.00 FEET TO ELEVATION 4315.31; THENCE SOUTH 3.25 FEET AT ELEVATION 4315.31; THENCE WEST 27.00 FEET TO ELEVATION 4315.32; THENCE NORTH 3.25 FEET AT ELEVATION 4315.32; THENCE WEST 62.25 FEET TO ELEVATION 4314.80; THENCE WEST 0.75 FEET TO ELEVATION 4314.65; THENCE SOUTH 2.50 FEET AT ELEVATION 4314.65; THENCE WEST 21.74 FEET TO ELEVATION 4308.24; THENCE VERTICAL TO ELEVATION 4307.75; THENCE WEST 15.33 FEET TO ELEVATION 4307.33; THENCE N00°01'22"W 5.00 FEET AT ELEVATION 4307.33 TO THE POINT OF BEGINNING.

TOGETHER WITH SUB LEVEL NORDSTROM SOUTHWEST STAIRWELL 2 - REVISED 3-27-10:

BEGINNING AT A POINT THAT IS S00°01'22"E 450.91 FEET AND EAST 1.71 FEET FROM THE NORTHWEST CORNER OF BLOCK 76, PLAT "A", SALT LAKE CITY SURVEY, SECTION 1, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE AND MERIDIAN AT THE TOP OF AN EXISTING SIDEWALK AT THE SALT LAKE CITY DATUM ELEVATION 4304.75; THENCE VERTICAL TO ELEVATION 4302.50; THENCE EAST 6.08 FEET AT ELEVATION 4302.50; THENCE VERTICAL TO ELEVATION 4303.15; THENCE EAST 7.42 FEET TO ELEVATION 4307.55; THENCE EAST 5.71 FEET AT ELEVATION 4307.55; THENCE NORTH 12.25 FEET AT ELEVATION 4307.55; THENCE WEST 5.71 FEET AT ELEVATION 4307.55; THENCE WEST 7.42 FEET TO ELEVATION 4312.18; THENCE WEST 6.08 FEET AT ELEVATION 4312.18; THENCE SOUTH 12.25 FEET AT ELEVATION 4312.18; THENCE EAST 6.08 FEET AT ELEVATION 4312.18; THENCE NORTH 6.33 FEET AT ELEVATION 4312.18; THENCE EAST 7.42 FEET TO ELEVATION 4307.55; THENCE WEST 7.42 FEET TO ELEVATION 4303.15; THENCE VERTICAL TO ELEVATION 4302.50; THENCE WEST 6.08 FEET AT ELEVATION 4302.50; THENCE VERTICAL TO ELEVATION 4304.79; THENCE SOUTH ALONG THE TOP OF SAID EXISTING SIDEWALK 6.33 FEET TO ELEVATION 4304.75 AND THE POINT OF BEGINNING.

THE IMMEDIATELY PRECEDING VOLUME OF SPACE INCLUDES ONLY THE AIR SPACE BETWEEN THE STATED ELEVATIONS AND ELEVATION 4318.65.

TOGETHER WITH SUB LEVEL NORDSTROM NORTHWEST STAIRWELL 3 - REVISED 3-27-10:

BEGINNING AT A POINT THAT IS S00°01'22"E 177.16 FEET AND EAST 5.11 FEET FROM THE NORTHWEST CORNER OF BLOCK 76, PLAT "A", SALT LAKE CITY SURVEY, SECTION 1, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE AND MERIDIAN AT THE TOP OF AN EXISTING SIDEWALK AT THE SALT LAKE CITY DATUM ELEVATION 4307.51; THENCE VERTICAL TO ELEVATION 4305.55; THENCE SOUTH 5.75 FEET AT ELEVATION 4305.55; THENCE SOUTH 9.77 FEET TO ELEVATION 4310.98; THENCE SOUTH 4.70 FEET AT ELEVATION 4310.98; THENCE EAST 10.58 FEET AT ELEVATION 4310.98; THENCE NORTH 4.70 FEET AT ELEVATION 4310.98; THENCE NORTH 6.98 FEET TO ELEVATION 4316.12; THENCE NORTH 8.54 FEET AT ELEVATION 4316.12; THENCE WEST 10.58 FEET AT ELEVATION 4316.12; THENCE SOUTH 8.54 FEET AT ELEVATION 4316.12; THENCE EAST 5.38 FEET AT ELEVATION 4316.12; THENCE SOUTH 6.98 FEET TO ELEVATION 4310.98; THENCE NORTH 9.77 FEET TO ELEVATION 4305.55; THENCE NORTH 5.75 FEET AT ELEVATION 4305.55; THENCE VERTICAL TO ELEVATION 4307.65; THENCE WEST 5.38 FEET TO ELEVATION 4307.51 AND THE POINT OF BEGINNING.

THE IMMEDIATELY PRECEDING VOLUME OF SPACE INCLUDES ONLY THE AIR SPACE BETWEEN THE STATED ELEVATIONS AND ELEVATION 4318.65.

#### BLOCK 75 & 76 MAIN STREET BRIDGE

ALL OF THE AIR SPACE WHICH IS LOCATED ABOVE A PLANE WITH AN ELEVATION OF 4334.00 FEET, SALT LAKE CITY DATUM AND BELOW A PLANE WITH AN ELEVATION OF 4368.00 FEET, SALT LAKE CITY DATUM, FOR THE FOLLOWING DESCRIPTION OF THE ROAD RIGHT-OF-WAY OF MAIN STREET, NORTH OF 100 SOUTH STREET AND SOUTH OF SOUTH TEMPLE STREET AND ADJACENT TO LOT 1, BLOCK 76, PLAT A OF THE SALT LAKE CITY SURVEY AND ADJACENT TO LOT 3, BLOCK 75, PLAT A OF THE SALT LAKE CITY SURVEY IN SALT LAKE CITY, UTAH:

BEGINNING AT A POINT THAT IS S89°58'36"W ALONG THE MONUMENT LINE 726.26 FEET AND SOUTH 432.40 FEET FROM THE SALT LAKE CITY MONUMENT LOCATED IN THE INTERSECTION OF STATE STREET AND SOUTH TEMPLE STREET (BASIS OF BEARING N89°58'36"E ALONG THE MONUMENT LINE ON SOUTH TEMPLE STREET), THENCE S00°09'57"W ALONG THE WESTERLY LINE OF SAID LOT 3 OF BLOCK 75, 35.13 FEET; THENCE S89°59'32"W 130.94 FEET TO A POINT ON THE EASTERLY LINE OF SAID LOT 1 OF BLOCK 76; THENCE N00°01'21"W ALONG SAID EASTERLY LINE 35.13 FEET; THENCE N89°59'38"E 131.06 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM SUCH AREA AS IS CURRENTLY OCCUPIED BY THE TRAX LIGHT RAIL POLES, CATENARIES, WIRING AND RELATED EQUIPMENT OWNED AND/OR OPERATED BY THE UTAH TRANSIT AUTHORITY.

#### PARCEL 1A

TOGETHER WITH THE NON-EXCLUSIVE EASEMENTS AS SET FORTH AND CREATED IN THE FOLLOWING INSTRUMENTS:

AS TO BLOCK 75 AND BLOCK 76:

CITY CREEK CENTER AMENDED AND RESTATED MASTER DECLARATION OF EASEMENTS, RECORDED JANUARY 8, 2010 AS ENTRY NO. 10875596, IN BOOK 9795, AT PAGE 4989 OF OFFICIAL RECORDS, AND RE-RECORDED JANUARY 12, 2010 AS ENTRY NO. 10877609, IN BOOK 9796, AT PAGE 4404 OF OFFICIAL RECORDS;

AS TO BLOCK 75:

PARKING RAMP EASEMENT AGREEMENT [SOUTH TEMPLE STREET] BY AND BETWEEN SALT LAKE CITY CORPORATION, A UTAH MUNICIPAL CORPORATION AND CITY CREEK RESERVE, INC., A UTAH NON-PROFIT CORPORATION, RECORDED MAY 29, 2009 AS ENTRY NO. 10716096, IN BOOK 9729, AT PAGE 5884, OF OFFICIAL RECORDS;

AS TO BLOCK 75:

PARKING RAMP EASEMENT AGREEMENT [100 SOUTH] BY AND BETWEEN SALT LAKE CITY CORPORATION, A UTAH MUNICIPAL CORPORATION AND CITY CREEK RESERVE, INC., A UTAH NON-PROFIT CORPORATION, RECORDED MAY 29, 2009 AS ENTRY NO. 10716097, IN BOOK 9729, AT PAGE 5895, OF OFFICIAL RECORDS;

AS TO BLOCK 76:

PARKING RAMP EASEMENT AGREEMENT [WEST TEMPLE] BY AND BETWEEN SALT LAKE CITY CORPORATION, A UTAH MUNICIPAL CORPORATION AND CITY CREEK RESERVE, INC., A UTAH NON-PROFIT CORPORATION, RECORDED MAY 29, 2009 AS ENTRY NO. 10716098, IN BOOK 9729, AT PAGE 5911, OF OFFICIAL RECORDS;

AS TO BLOCK 75:

EASEMENT AND LICENSE AGREEMENT, PROVIDING FOR AN EASEMENT FOR PRIVATE ROAD AND LICENSE FOR LANDSCAPING BY AND BETWEEN CITY CREEK RESERVE, INC., A UTAH NON-PROFIT CORPORATION AND AT&T COMMUNICATIONS OF THE MOUNTAIN STATES, INC. A COLORADO CORPORATION, AND QWEST CORPORATION, A COLORADO CORPORATION, SUCCESSOR BY MERGER TO THE MOUNTAIN STATES TELEPHONE AND TELEGRAPH COMPANY, A COLORADO CORPORATION, DATED JUNE 14, 2010 AND RECORDED AUGUST 17, 2010, AS ENTRY NO. 11012626, IN BOOK 9850, AT PAGE 513 OF OFFICIAL RECORDS; AND

AS TO BLOCK 75 AND BLOCK 76:

CONSTRUCTION, OPERATION AND RECIPROCAL EASEMENT AGREEMENT, DATED JULY 30, 2010, BY AND BETWEEN CITY CREEK CENTER ASSOCIATES LLC, NORDSTROM, INC., MACY'S WEST STORES, INC., AND CITY CREEK RESERVE, INC., RECORDED AUGUST 11, 2010, AS ENTRY NO. 11008298, IN BOOK 9848, AT PAGE 3241, SALT LAKE COUNTY RECORDER, AND RE-RECORDED ON SEPTEMBER 8, 2010, AS ENTRY NO. 11027821, IN BOOK 9857, AT PAGE 1788, SALT LAKE COUNTY RECORDER.

## PARCEL 2

BEGINNING AT A POINT ON THE NORTH RIGHT OF WAY LINE OF 100 SOUTH STREET, SAID POINT BEING SOUTH 89°58'06" WEST 264.29 FEET FROM THE SOUTHEAST CORNER OF BLOCK 75, PLAT "A", SALT LAKE CITY SURVEY, SECTION 6, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN AT THE SALT LAKE CITY DATUM ELEVATION 4311.67 TO ELEVATION 4349.50 AND RUNNING THENCE SOUTH 89°58'06" WEST ALONG SAID NORTH RIGHT OF WAY LINE 60.36 FEET; THENCE NORTH 77.08 FEET; THENCE NORTH 06°32'16" EAST 27.60 FEET; THENCE NORTH 13°04'32" EAST 2.67 FEET; THENCE NORTH 19°36'48" EAST 27.60 FEET; THENCE NORTH 25°58'32" EAST 1.85 FEET; THENCE NORTH 63°28'51" WEST 9.18 FEET; THENCE NORTH 27°19'41" EAST 3.67 FEET; THENCE NORTH 30°23'24" EAST 30.40 FEET; THENCE NORTH 49°42'48" EAST 30.40 FEET; THENCE NORTH 52°46'31" EAST 3.67 FEET; THENCE SOUTH 36°24'57" EAST 6.34 FEET; THENCE NORTH 54°34'11" EAST 3.33 FEET; THENCE NORTH 58°45'18" EAST 17.14 FEET; THENCE NORTH 62°56'26" EAST 2.67 FEET; THENCE SOUTH 24°52'53" EAST 2.59 FEET; THENCE EAST 11.57 FEET; THENCE SOUTH 16.53 FEET; THENCE SOUTH 89°58'21" WEST 10.05 FEET; THENCE SOUTH 00°09'54" WEST 152.87 FEET; THENCE WEST 13.72 FEET; THENCE SOUTH 25.18 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH ALL THAT VOLUME OF SPACE DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH RIGHT OF WAY LINE OF 100 SOUTH STREET, SAID POINT BEING SOUTH 89°58'06" WEST 264.29 FEET FROM THE SOUTHEAST CORNER OF BLOCK 75, PLAT "A", SALT LAKE CITY SURVEY, SECTION 6, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN AT THE SALT LAKE CITY DATUM ELEVATION 4311.00 TO ELEVATION 4311.67 AND RUNNING THENCE SOUTH 89°58'06" WEST ALONG SAID NORTH RIGHT OF WAY LINE 60.36 FEET; THENCE NORTH 13.75 FEET; THENCE EAST 60.36 FEET; THENCE SOUTH 13.71 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH THE OUTDOOR SEATING PARCEL:

BEGINNING AT A POINT ON THE NORTH RIGHT OF WAY LINE OF 100 SOUTH STREET, SAID POINT BEING SOUTH 89°58'06" WEST 324.65 FEET FROM THE SOUTHEAST CORNER OF BLOCK 75, PLAT "A", SALT LAKE CITY SURVEY, SECTION

6, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN AT THE SALT LAKE CITY DATUM ELEVATION 4312.60 TO ELEVATION 4349.50 AND RUNNING THENCE SOUTH 89°58'06" WEST ALONG SAID NORTH RIGHT OF WAY LINE 11.38 FEET; THENCE NORTH 84.80 FEET; THENCE NORTH 06°36'12" EAST 24.90 FEET; THENCE NORTH 26°09'03" EAST 32.55 FEET; THENCE SOUTH 63°28'51" EAST 8.92 FEET; THENCE SOUTH 25°58'32" WEST 1.85 FEET; THENCE SOUTH 19°36'48" WEST 27.60 FEET; THENCE SOUTH 13°04'32" WEST 2.67 FEET; THENCE SOUTH 06°32'16" WEST 27.60 FEET; THENCE SOUTH 77.08 FEET TO THE POINT OF BEGINNING.

### PARCEL 2A

EASEMENTS AND BENEFICIAL RIGHTS AS ESTABLISHED BY THAT CERTAIN AMENDED AND RESTATED MASTER DECLARATION, RECORDED JANUARY 8, 2010 AS ENTRY NO. 10875596, IN BOOK 9795, AT PAGE 4989 OF OFFICIAL RECORDS (SAID CITY CREEK CENTER AMENDED AND RESTATED MASTER DECLARATION OF EASEMENTS WAS RE-RECORDED JANUARY 12, 2010, AS ENTRY NO. 10877609, IN BOOK 9796, AT PAGE 4404 OF OFFICIAL RECORDS).

### PARCEL 3

BEGINNING SOUTH 00°01'48" EAST 433.58 FEET FROM THE NORTHEAST CORNER OF BLOCK 76, PLAT "A", SALT LAKE CITY SURVEY, SECTION 1, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, SAID POINT BEING A POINT ON THE WEST RIGHT OF WAY LINE OF MAIN STREET AT THE SALT LAKE CITY DATUM ELEVATION 4319.06 TO ELEVATION 4338.06 AND RUNNING THENCE SOUTH 00°01'48" EAST ALONG SAID RIGHT OF WAY LINE 8.68 FEET; THENCE WEST 7.91 FEET; THENCE SOUTH 12.33 FEET; THENCE EAST 7.92 FEET TO A POINT ON SAID RIGHT OF WAY LINE; THENCE SOUTH 00°01'48" EAST ALONG SAID RIGHT OF WAY LINE 8.58 FEET; THENCE WEST 12.92 FEET; THENCE SOUTH 15.04 FEET; THENCE EAST 8.66 FEET; THENCE NORTH 1.00 FEET; THENCE EAST 4.27 FEET TO A POINT ON SAID RIGHT OF WAY LINE; THENCE SOUTH 00°01'48" EAST ALONG SAID RIGHT OF WAY LINE 19.00 FEET; THENCE WEST 4.48 FEET; THENCE SOUTH 5.33 FEET; THENCE WEST 5.60 FEET; THENCE SOUTH 45°00'00" WEST 2.36 FEET; THENCE WEST 18.19 FEET; THENCE SOUTH 45°00'00" WEST 4.26 FEET; THENCE SOUTH 1.21 FEET; THENCE SOUTH 45°00'00" WEST 9.61 FEET; THENCE WEST 6.78 FEET; THENCE SOUTH 45°00'00" WEST 4.86 FEET; THENCE WEST 2.94 FEET; THENCE SOUTH 45°00'00" WEST 5.89 FEET; THENCE WEST 12.28 FEET; THENCE SOUTH 13.96 FEET; THENCE EAST 11.64 FEET; THENCE SOUTH 2.61 FEET; THENCE WEST 2.47 FEET; THENCE SOUTH 0.42 FEET; THENCE WEST 34.96 FEET; THENCE NORTH 3.73 FEET; THENCE WEST 8.00 FEET; THENCE SOUTH 3.73 FEET; THENCE WEST 1.67 FEET; THENCE NORTH 45°00'00" WEST 1.15 FEET; THENCE WEST 12.58 FEET; THENCE NORTH 58.77 FEET; THENCE EAST 61.35 FEET; THENCE NORTH 81.02 FEET TO A NON-TANGENT 1472.29 FOOT RADIUS CURVE TO THE LEFT, RADIAL POINT BEARS NORTH 04°48'25" EAST; THENCE ALONG SAID CURVE 0.67 FEET (CHORD BEARS SOUTH 85°12'21" EAST 0.67 FEET) TO A 1469.00 FOOT RADIUS CURVE TO THE LEFT;

THENCE ALONG SAID CURVE 31.08 FEET (CHORD BEARS SOUTH 85°50'03" EAST 31.08 FEET); THENCE SOUTH 25.22 FEET; THENCE WEST 0.33 FEET; THENCE SOUTH 7.83 FEET; THENCE EAST 25.49 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH ALL THAT VOLUME OF SPACE DESCRIBED AS FOLLOWS:  
BEGINNING SOUTH 00°01'48" EAST 433.58 FEET FROM THE NORTHEAST CORNER OF BLOCK 76, PLAT "A", SALT LAKE CITY SURVEY, SECTION 1, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, SAID POINT BEING A POINT ON THE WEST RIGHT OF WAY LINE OF MAIN STREET AT THE SALT LAKE CITY DATUM ELEVATION 4315.06 TO ELEVATION 4319.06 AND RUNNING THENCE SOUTH 00°01'48" EAST ALONG SAID RIGHT OF WAY LINE 8.68 FEET; THENCE WEST 7.91 FEET; THENCE SOUTH 12.33 FEET; THENCE EAST 7.92 FEET TO A POINT ON SAID RIGHT OF WAY LINE; THENCE SOUTH 00°01'48" EAST ALONG SAID RIGHT OF WAY LINE 8.58 FEET; THENCE WEST 12.92 FEET; THENCE SOUTH 15.04 FEET; THENCE EAST 8.66 FEET; THENCE NORTH 1.00 FEET; THENCE EAST 4.27 FEET TO A POINT ON SAID RIGHT OF WAY LINE; THENCE SOUTH 00°01'48" EAST ALONG SAID RIGHT OF WAY LINE 19.00 FEET; THENCE WEST 4.48 FEET; THENCE SOUTH 5.33 FEET; THENCE WEST 5.60 FEET; THENCE SOUTH 45°00'00" WEST 2.36 FEET; THENCE WEST 18.19 FEET; THENCE SOUTH 45°00'00" WEST 4.26 FEET; THENCE SOUTH 1.21 FEET; THENCE SOUTH 45°00'00" WEST 9.61 FEET; THENCE WEST 6.78 FEET; THENCE SOUTH 45°00'00" WEST 4.86 FEET; THENCE WEST 2.94 FEET; THENCE SOUTH 45°00'00" WEST 3.22 FEET; THENCE NORTH 39.06 FEET; THENCE EAST 30.00 FEET; THENCE NORTH 47.30 FEET; THENCE EAST 25.16 FEET TO THE POINT OF BEGINNING.

### PARCEL 3A

EASEMENTS AND BENEFICIAL RIGHTS AS ESTABLISHED BY THAT CERTAIN AMENDED AND RESTATED MASTER DECLARATION, RECORDED JANUARY 8, 2010 AS ENTRY NO. 10875596, IN BOOK 9795, AT PAGE 4989 OF OFFICIAL RECORDS (SAID CITY CREEK CENTER AMENDED AND RESTATED MASTER DECLARATION OF EASEMENTS WAS RE-RECORDED JANUARY 12, 2010, AS ENTRY NO. 10877609, IN BOOK 9796, AT PAGE 4404 OF OFFICIAL RECORDS).

### PARCEL 4

BEGINNING AT A POINT S 89°58'06" W 384.24 FEET AND NORTH 12.86 FEET FROM THE SOUTHEAST CORNER OF BLOCK 75, PLAT "A", SALT LAKE CITY SURVEY, SECTION 6, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN AT THE SALT LAKE CITY DATUM ELEVATION 4311.54 TO ELEVATION 4337.08 AND RUNNING THENCE WEST 56.23 FEET; THENCE NORTH 7.99 FEET; THENCE WEST 22.67 FEET; THENCE NORTH 23.15 FEET; THENCE EAST 11.11 FEET; THENCE NORTH 29.88 FEET; THENCE WEST 9.30 FEET; THENCE NORTH 45.45 FEET; THENCE WEST 4.38 FEET; THENCE NORTH 4.03 FEET; THENCE EAST 43.21 FEET; THENCE SOUTH 19.72 FEET; THENCE EAST 19.67 FEET; THENCE NORTH 4.39

FEET; THENCE EAST 18.58 FEET; THENCE SOUTH 95.17 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH ALL THAT VOLUME OF SPACE DESCRIBED AS FOLLOWS:  
BEGINNING AT A POINT S 89°58'06" W 373.24 FEET FROM THE SOUTHEAST CORNER OF BLOCK 75, PLAT "A", SALT LAKE CITY SURVEY, SECTION 6, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN AT THE SALT LAKE CITY DATUM ELEVATION 4311.54 TO ELEVATION 4337.08 AND RUNNING THENCE S 89°58'06" W 67.23 FEET; THENCE NORTH 12.89 FEET; THENCE EAST 56.23 FEET; THENCE NORTH 95.17 FEET; THENCE EAST 11.00 FEET; THENCE SOUTH 108.02 FEET TO THE POINT OF BEGINNING.

*The following is shown for informational purposes only: The above legals are all or part of the following tax parcel numbers:*

|                    |                    |                    |
|--------------------|--------------------|--------------------|
| 16-06-101-027      | 16-06-101-024      | 16-06-101-034-2000 |
| 16-06-101-034-2001 | 16-06-101-034-2002 | 16-06-101-034-2003 |
| 16-06-101-034-2004 | 16-06-101-035      | 15-01-227-033      |
| 15-01-227-053      | 15-01-227-062-2000 | 15-01-227-062-2001 |
| 15-01-227-062-2002 | 15-01-227-062-2003 | 15-01-227-062-2004 |
| 16-06-101-032-2008 | 15-01-227-062-2010 |                    |