

MSMCH Loan No. 13-40557

**PREPARED, RECORDING REQUESTED
BY, AND WHEN RECORDED MAIL TO:**

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

**When Recorded Return To:
NATIONAL COMMERCIAL SERVICES
1050 Wilshire Drive, Suite 310
Troy, MI 48084
File No. N- 108100**

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7/10/2013 1:56:00 PM \$157.00
Book - 10157 Pg - 9038-9075
Gary W. Ott
Recorder, Salt Lake County, UT
FOUNDERS TITLE
BY: eCASH, DEPUTY - EF 38 P.

ASSIGNMENT OF LEASES AND RENTS

by and from

CITY CREEK CENTER ASSOCIATES LLC, "Borrower"

to

**MORGAN STANLEY MORTGAGE CAPITAL HOLDINGS LLC,
in its capacity as lender, "Assignee"**

Dated as of July 9, 2013

**Location: City Creek Shopping Center
Salt Lake City, Utah**

County: Salt Lake County, Utah

ASSIGNMENT OF LEASES AND RENTS

THIS ASSIGNMENT OF LEASES AND RENTS (this "**Assignment**"), dated as of July 9, 2013, is entered into by CITY CREEK CENTER 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 (together with its permitted successors and permitted assigns, "**Borrower**") to MORGAN STANLEY MORTGAGE CAPITAL HOLDINGS LLC, a New York limited liability company, having an office at 1585 Broadway, New York, New York 10036 ("**Lender**").

W I T N E S S E T H:

WHEREAS, this Assignment is given to secure a loan in the original principal sum of EIGHTY-FIVE MILLION AND NO/100 DOLLARS (\$85,000,000.00) (the "**Loan**") made by Lender to Borrower, pursuant to that certain Loan Agreement dated as of the date hereof (as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time, the "**Loan Agreement**") and evidenced by that certain Note (as defined in the Loan Agreement);

WHEREAS, the Note is secured by that certain Mortgage (as defined in the Loan Agreement) made by Borrower for the benefit of Lender; and

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 (as defined in the Loan Agreement).

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

ARTICLE 1 - ASSIGNMENT

Section 1.1 **PROPERTY ASSIGNED.** Borrower hereby grants a security interest to Lender in and to, and absolutely and unconditionally assigns and grants to Lender, the following property, rights, interests and estates, now owned, or hereafter acquired by Borrower:

(a) **LEASES.** All existing and future "leases" and "lease provisions" (as described in Exhibit B annexed hereto and made a part hereof) affecting the use, enjoyment, or occupancy of all or any part of that certain lot, piece of land, or airspace, more particularly described in Exhibit A annexed hereto and made a part hereof, or all or any part of the buildings, structures, fixtures, additions, enlargements, extensions, modifications, repairs, replacements and improvements now or hereafter located thereon (collectively, the "**Property**") and the right, title and interest of Borrower, its successors and assigns, therein and thereunder.

(b) **OTHER LEASES AND AGREEMENTS.** All other leases and other agreements, each to the extent assignable, whether or not in writing, affecting the use, enjoyment or occupancy of the Property or any portion thereof now or hereafter made, whether made 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**") together with any extension, renewal or replacement of the same, this Assignment of other present and future leases and present and future agreements being effective without further or supplemental assignment. The "leases" and "lease provisions" described in Subsection 1.1(a) and the leases and other agreements described in this Subsection 1.1(b) are collectively referred to as the "**Leases**".

(c) RENTS. All "rents" (as described in Exhibit B annexed hereto and made a part hereof) 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**").

(d) BANKRUPTCY CLAIM. All of Borrower's claims and rights (the "**Bankruptcy Claims**") to the payment of damages arising from any rejection by a lessee of any Lease under the Bankruptcy Code.

(e) LEASE GUARANTIES. All of Borrower's right, title and interest in and claims under any and all lease guaranties, letters of credit and any other credit support (individually, a "**Lease Guaranty**" and collectively, the "**Lease Guaranties**") given by any guarantor in connection with obligations of any tenant under or with respect to any of the Leases or leasing commissions (individually, a "**Lease Guarantor**", collectively, the "**Lease Guarantors**") to Borrower.

(f) PROCEEDS. All proceeds from the sale or other disposition of the Leases, the Rents, the Lease Guaranties and the Bankruptcy Claims.

(g) OTHER. All rights, powers, privileges, options and other benefits of Borrower as lessor under the Leases and beneficiary under the Lease Guaranties, including without limitation the immediate and continuing right to make claim for, receive, collect and receipt for all Rents payable or receivable under the Leases and all sums payable under the Lease Guaranties or pursuant thereto (and to apply the same to the payment of the Debt or the other Obligations as and when due), and to do all other things which Borrower or any lessor is or may become entitled to do under the Leases or the Lease Guaranties.

(h) ENTRY. The right, at Lender's option, upon revocation of the license granted herein, to enter upon the Property in person, by agent or by court-appointed receiver, to collect the Rents so long as the same shall not interfere with the use of the Property by any lessee or occupant under the Leases or third party which is a party to a reciprocal easement agreement or similar agreement.

(i) POWER OF ATTORNEY. Borrower's irrevocable power of attorney, coupled with an interest to take, effective after the occurrence and during the continuance of an Event of Default (as defined below), any and all of the actions set forth in Section 3.1 of this Assignment and any or all other commercially reasonable actions designated by Lender for the proper management and preservation of the Property.

(j) OTHER RIGHTS AND AGREEMENTS. Any and all other rights of Borrower in and to the items set forth in subsections (a) through (i) above, and all amendments, modifications, replacements, renewals and substitutions thereof.

ARTICLE 2 - TERMS OF ASSIGNMENT

Section 2.1 PRESENT ASSIGNMENT AND LICENSE BACK. It is intended by Borrower that this Assignment constitute a present, absolute assignment of the Leases, Rents, Lease Guaranties and Bankruptcy Claims. Nevertheless, subject to the terms of this Section 2.1 and the Cash Management Agreement, Lender hereby grants to Borrower a revocable license, so long as no Event of Default shall have occurred and be continuing, to collect, receive, use and enjoy the Rents, as well as other sums due under the Lease Guaranties and administer the Leases in accordance with the terms and provisions of the Loan Agreement. Upon the cure of an Event of Default in accordance with the terms and provisions of the Loan Agreement, the license granted to Borrower hereunder shall automatically be reinstated without any further action on the part of the parties. Borrower shall hold the Rents, as well as all sums received pursuant to any Lease Guaranty, or a portion thereof sufficient to discharge all current sums due on the Debt, in trust for the benefit of Lender for use in the payment of such sums. Notwithstanding anything to the contrary contained in this Section 2.1, for the purposes of this Section 2.1, amounts deposited into the Borrower Account (as defined in the Cash Management Agreement) pursuant to the terms and provisions of Section 2.6.1(c) of the Loan Agreement, Section 3.2(a) of the Cash Management Agreement or Section 3.2(b)(vi) of the Cash Management Agreement shall not constitute Rents.

Section 2.2 NOTICE TO LESSEES. Borrower hereby authorizes and directs the lessees named in the Leases or any other future lessees or occupants of the Property and all Lease Guarantors to pay over to Lender or to such other party as Lender directs (to be held by Lender and disbursed in accordance with the terms of the Cash Management Agreement) all Rents and all sums due under any Lease Guaranties upon receipt from Lender of written notice to the effect that Lender is then the holder of this Assignment and that an Event of Default (as defined in the Loan Agreement) has occurred and is continuing, and to continue so to do until otherwise notified by Lender.

Section 2.3 INCORPORATION BY REFERENCE. All representations, warranties, covenants, conditions and agreements contained in the Loan Agreement and the other Loan Documents as the same have been qualified, limited, supplemented or conditioned therein and as same may be modified, renewed, substituted or extended are hereby made a part of this Assignment to the same extent and with the same force as if fully set forth herein.

ARTICLE 3 - REMEDIES

Section 3.1 REMEDIES OF LENDER. Upon or at any time after the occurrence and during the continuance of an Event of Default, (a) the license granted to Borrower in Section 2.1 of this Assignment shall automatically be revoked (subject to reinstatement if such Event of Default is cured or waived), and (b) Lender shall immediately be entitled to possession of all Rents and sums due under any Lease Guaranties, whether or not Lender enters upon or takes control of the Property, subject to the terms and provisions of the Loan Agreement and the

Cash Management Agreement. In addition, upon or at any time after the occurrence and during the continuance of an Event of Default, to the extent permitted by applicable law, Lender may, at its option, without waiving such Event of Default, without regard to the adequacy of the security for the Debt, either in person or by agent, nominee or attorney, with or without bringing any action or proceeding, or by a receiver appointed by a court, (i) dispossess Borrower and its agents and servants from the Property, without liability for trespass, damages or otherwise and (ii) exclude Borrower and its agents or servants wholly therefrom, and (iii) take possession of the Property and all books, records and accounts relating thereto and (iv) have, hold, manage, lease and operate the Property on such commercially reasonable terms and for such period of time as Lender may deem proper and either with or without taking possession of the Property in its own name, in any commercially reasonable manner, demand, sue for or otherwise collect and receive all Rents and sums due under all Lease Guaranties, including those past due and unpaid with full power to make from time to time all commercially reasonable alterations, renovations, repairs or replacements thereto or thereof as Lender may deem proper and may apply the Rents and sums received pursuant to any Lease Guaranties to the payment of the following in such order and proportion as is provided in the Loan Agreement and, otherwise, as Lender in its sole discretion may determine, any law, custom or use to the contrary notwithstanding: (a) all reasonable out-of-pocket expenses of managing and securing the Property, including, without being limited thereto, the salaries, fees and wages of a managing agent and such other agents as Lender may deem necessary and all reasonable out-of-pocket expenses of operating and maintaining the Property, including, without being limited thereto, all taxes, charges, claims, assessments, water charges, sewer rents and any other liens, and premiums for all insurance which Lender may deem necessary, and the cost of all commercially reasonable alterations, renovations, repairs or replacements, and all reasonable out-of-pocket expenses incident to taking and retaining possession of the Property; and (b) the Debt, together with all reasonable out-of-pocket costs and reasonable attorneys' fees and disbursements. In addition, upon the occurrence and during the continuance of an Event of Default, Lender, at its option, may (1) complete any construction on the Property in such commercially reasonable manner and form as Lender deems advisable, (2) exercise all rights and powers of Borrower, including, without limitation, the right to negotiate, execute, cancel, enforce or modify Leases, obtain and evict Tenants, and demand, sue for, collect and receive all Rents from the Property in a commercially reasonable manner and all sums due under any Lease Guaranties, (3) either 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 occupancy of such part of the Property as may be in possession of Borrower or (4) 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. Notwithstanding anything to the contrary contained in this Section 3.1, the application of the Collateral (as defined in the Cash Management Agreement) after the occurrence and during the continuance of an Event of Default shall be governed by the terms and provisions of Section 7.1 of the Cash Management Agreement.

Section 3.2 OTHER REMEDIES. Nothing contained in this Assignment and no act done or omitted by Lender pursuant to the power and rights granted to Lender hereunder shall be deemed to be a waiver by Lender of its rights and remedies under the Loan Agreement, the Note, or the other Loan Documents and this Assignment is made and accepted without prejudice to any of the rights and remedies possessed by Lender under the terms thereof. The right of Lender to collect the Debt and to enforce any other security therefor held by it may be exercised

by Lender either prior to, simultaneously with, or subsequent to any action taken by it hereunder. To the extent permitted by applicable law, Borrower hereby absolutely, unconditionally and irrevocably waives any and all rights to assert any setoff, counterclaim or crossclaim of any nature whatsoever with respect to the obligations of Borrower under this Assignment, the Loan Agreement, the Note, the other Loan Documents or otherwise with respect to the Loan in any action or proceeding brought by Lender to collect same, or any portion thereof, or to enforce and realize upon the lien and security interest created by this Assignment, the Loan Agreement, the Note, or any of the other Loan Documents (provided, however, that the foregoing shall not be deemed a waiver of Borrower's right to assert any compulsory or mandatory counterclaim if such counterclaim is compelled under local law or rule of procedure, nor shall the foregoing be deemed a waiver of Borrower's right to assert any claim which would constitute a defense, setoff, counterclaim or crossclaim of any nature whatsoever against Lender in any separate action or proceeding).

Section 3.3 OTHER SECURITY. Lender may take or release other security for the payment of the Debt, may release any party primarily or secondarily liable therefor and may apply any other security held by it to the reduction or satisfaction of the Debt without prejudice to any of its rights under this Assignment.

Section 3.4 NON-WAIVER. The exercise by Lender of the option granted it in Section 3.1 of this Assignment and the collection of the Rents and sums due under the Lease Guaranties and the application thereof as herein provided shall not be considered a waiver of any default by Borrower under the Note, the Loan Agreement, the Leases, this Assignment or the other Loan Documents. The failure of Lender to insist upon strict performance of any term hereof shall not be deemed to be a waiver of any term of this Assignment. Borrower shall not be relieved of Borrower's obligations hereunder by reason of (a) the failure of Lender to comply with any request of Borrower or any other party to take any action to enforce any of the provisions hereof or of the Loan Agreement, the Note or the other Loan Documents, (b) the release regardless of consideration, of the whole or any part of the Property (except as otherwise provided in the Mortgage or, if applicable, the Loan Agreement), or (c) any agreement or stipulation by Lender extending the time of payment or otherwise modifying or supplementing the terms of this Assignment, the Loan Agreement, the Note, or the other Loan Documents. Upon the occurrence and during the continuance of an Event of Default, 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 may take any action to recover the Debt, or any portion thereof, or to enforce any covenant hereof without prejudice to the right of Lender thereafter to enforce its rights under this Assignment. The rights of Lender under this Assignment shall be separate, distinct and cumulative and none shall be given effect to the exclusion of the others. No act of Lender shall be construed as an election to proceed under any one provision herein to the exclusion of any other provision. Notwithstanding anything to the contrary contained in this Section 3.4, the application of the Collateral (as defined in the Cash Management Agreement) after the occurrence and during the continuance of an Event of Default shall be governed by the terms and provisions of Section 7.1 of the Cash Management Agreement

Section 3.5 BANKRUPTCY. (a) Upon or at any time after the occurrence of an Event of Default which is continuing, Lender shall have the right to proceed in its own name or

in the name of Borrower in respect of any claim, suit, action or proceeding relating to the rejection of any Lease, including, without limitation, the right to file and prosecute, to the exclusion of Borrower, any proofs of claim, complaints, motions, applications, notices and other documents, in any case in respect of the lessee under such Lease under the Bankruptcy Code.

(b) If there shall be filed by or against Borrower a petition under the Bankruptcy Code, and Borrower, as lessor under any Lease, shall determine to reject such Lease pursuant to Section 365(a) of the Bankruptcy Code, then Borrower shall give Lender not less than ten (10) days' prior notice of the date on which Borrower shall apply to the bankruptcy court for authority to reject the Lease. Lender shall have the right, but not the obligation, to serve upon Borrower within such ten-day period a notice stating that (i) Lender demands that Borrower assume and assign the Lease to Lender pursuant to Section 365 of the Bankruptcy Code and (ii) Lender covenants to cure and provide adequate assurance of future performance under the Lease. If Lender serves upon Borrower the notice described in the preceding sentence, Borrower shall not seek to reject the Lease and shall comply with the demand provided for in clause (i) of the preceding sentence within thirty (30) days after the notice shall have been given, subject to Bankruptcy Court approval and subject to the performance by Lender of the covenant provided for in clause (ii) of the preceding sentence.

ARTICLE 4 - NO LIABILITY, FURTHER ASSURANCES

Section 4.1 NO LIABILITY OF LENDER. This Assignment shall not be construed to bind Lender to the performance of any of the covenants, conditions or provisions contained in any Lease or Lease Guaranty or otherwise impose any obligation upon Lender. Lender shall not be liable for any loss sustained by Borrower resulting from Lender's failure to let the Property after an Event of Default which is continuing or from any other act or omission of Lender in managing the Property after an Event of Default which is continuing, **REGARDLESS OF ANY NEGLIGENCE OF LENDER OR ANY STRICT LIABILITY**, unless such loss is caused by the willful misconduct, gross negligence, illegal acts, fraud or bad faith of Lender. Lender shall not be obligated to perform or discharge any obligation, duty or liability under the Leases or any Lease Guaranties or under or by reason of this Assignment and, subject to the provisions of Section 9.4 of the Loan Agreement, Borrower (but not its members, partners, beneficiaries, shareholders, principals or Affiliates) shall, and hereby agrees, to indemnify Lender for, and to hold Lender harmless from, any and all liability, loss or damage which may or might be incurred under the Leases, any Lease Guaranties or under or by reason of this Assignment and from any and all claims and demands whatsoever, including the defense of any such claims or demands which may be asserted against Lender by reason of any alleged obligations and undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in the Leases or any Lease Guaranties **INCLUDING LOSSES, LIABILITIES, CLAIMS OR DEMANDS ARISING FROM THE NEGLIGENCE OF LENDER OR ANY STRICT LIABILITY**, but not including losses, liabilities, claims or demands arising (i) solely from Lender's willful misconduct, gross negligence, illegal acts, fraud or bad faith or (ii) from and after the date upon which an Indemnified Party or agent thereof or a successful bidder in a foreclosure sale shall have acquired possession of or title to the Property due to a foreclosure sale, an exercise of the power of sale (to the extent permitted by law) or a deed in lieu of foreclosure; subject, however, to Borrower's obligations under that certain Environmental Indemnity Agreement of even date herewith among Borrower, Lender and Guarantor. Should

Lender incur any such liability, the amount thereof, including reasonable out-of-pocket costs, expenses and reasonable attorneys' fees, shall be secured by this Assignment and by the Mortgage and the other Loan Documents and Borrower shall reimburse Lender therefor within five (5) days after written demand and upon the failure of Borrower so to do Lender may, at its option, by notice to Borrower, declare all sums secured by this Assignment and by the Mortgage and the other Loan Documents immediately due and payable. This Assignment shall not operate to place any obligation or liability for the control, care, management or repair of the Property upon Lender, nor for the carrying out of any of the terms and conditions of the Leases or any Lease Guaranties; nor shall it operate to make Lender responsible or liable for any waste committed on the Property by the tenants or any other parties, or for any dangerous or defective condition of the Property, including without limitation the presence of any Hazardous Substances (as defined in the Environmental Indemnity), **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.** Notwithstanding the foregoing, Borrower shall have no duty to indemnify Lender for liability, loss or damage resulting from the willful misconduct, gross negligence, illegal acts, bad faith or fraud of Lender.

Section 4.2 NO MORTGAGEE IN POSSESSION. Nothing herein contained shall be construed as constituting Lender a "mortgagee in possession" in the absence of the taking of actual possession of the Property by Lender. In the exercise of the powers herein granted Lender, no liability shall be asserted or enforced against Lender, **REGARDLESS OF ANY NEGLIGENCE OF LENDER OR ANY STRICT LIABILITY,** all such liability being expressly waived and released by Borrower except to the extent any such liability arises by reason of the gross negligence, illegal acts, fraud or willful misconduct of Lender.

Section 4.3 FURTHER ASSURANCES. Borrower will, at the cost of Borrower, and without expense to Lender, do, execute, acknowledge and deliver all and every such further acts, conveyances, assignments, notices of assignments, transfers, pledges and assurances as Lender shall, from time to time, reasonably require for the better assuring, conveying, assigning, transferring, pledging and confirming unto Lender the property and rights hereby assigned and pledged 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 Assignment or for filing, registering or recording this Assignment and, within five (5) days after written demand, will execute and deliver and hereby authorizes Lender to execute in the name of Borrower to the extent Lender may lawfully do so, one or more financing statements, chattel mortgages or comparable security instruments, to evidence more effectively the lien and security interest hereof in and upon the Leases, provided, however, that nothing required under this Section 4.3 shall materially increase Borrower's obligations or materially diminish Borrower's rights hereunder or under any other Loan Document.

ARTICLE 5 - MISCELLANEOUS PROVISIONS

Section 5.1 CONFLICT OF TERMS. In case of any conflict between the terms of this Assignment and the terms of the Loan Agreement, the terms of the Loan Agreement shall prevail.

Section 5.2 NO ORAL CHANGE. This Assignment 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 the enforcement of any modification, amendment, waiver, extension, change, discharge or termination is sought.

Section 5.3 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 Assignment may be used interchangeably in singular or plural form and the word "Borrower" shall mean "Borrower and any subsequent owner or owners of the Property or any part thereof or interest therein," the word "Lender" shall mean "each Lender and any subsequent holder of the Note", the word "Note" shall mean "the Note and any other evidence of indebtedness secured by the Loan Agreement", the word "Property" shall include any portion of the Property and any interest therein, the phrases "attorneys' fees", "legal fees" and "counsel fees" shall include any and all reasonable attorney's, paralegal and law clerk fees and disbursements, including, but not limited to, reasonable out-of-pocket 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; 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 5.4 INAPPLICABLE PROVISIONS. If any term, covenant or condition of this Assignment is held to be invalid, illegal or unenforceable in any respect, this Assignment shall be construed without such provision.

Section 5.5 GOVERNING LAW. (A) **THIS ASSIGNMENT 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 SECURED HEREBY 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 ASSIGNMENT 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 THE PROVISIONS FOR THE CREATION, PERFECTION, AND ENFORCEMENT OF THE LIENS AND SECURITY INTERESTS CREATED PURSUANT HERETO AND PURSUANT TO THE OTHER LOAN DOCUMENTS WITH RESPECT TO THE PROPERTY SHALL BE GOVERNED BY AND CONSTRUED ACCORDING TO THE LAW OF THE STATE IN WHICH THE PROPERTY IS LOCATED, IT BEING UNDERSTOOD THAT, TO THE FULLEST EXTENT PERMITTED BY THE LAW OF SUCH STATE, THE LAW OF THE STATE OF NEW YORK SHALL GOVERN THE CONSTRUCTION, VALIDITY**

AND ENFORCEABILITY OF ALL LOAN DOCUMENTS AND ALL OF THE OBLIGATIONS ARISING HEREUNDER OR THEREUNDER. TO THE FULLEST EXTENT PERMITTED BY LAW, BORROWER AND, BY ITS ACCEPTANCE HEREOF, LENDER HEREBY UNCONDITIONALLY AND IRREVOCABLY WAIVE ANY CLAIM TO ASSERT THAT THE LAW OF ANY OTHER JURISDICTION GOVERNS THIS ASSIGNMENT AND THE NOTE, AND THIS ASSIGNMENT AND THE NOTE 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.

(B) ANY LEGAL SUIT, ACTION OR PROCEEDING AGAINST LENDER OR BORROWER ARISING OUT OF OR RELATING TO THIS ASSIGNMENT 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 BORROWER AND, BY ITS ACCEPTANCE HEREOF, LENDER WAIVE ANY OBJECTIONS WHICH IT MAY NOW OR HEREAFTER HAVE BASED ON VENUE AND/OR FORUM NON CONVENIENS OF ANY SUCH SUIT, ACTION OR PROCEEDING, AND BORROWER AND, BY ITS ACCEPTANCE HEREOF, LENDER HEREBY IRREVOCABLY SUBMIT TO THE JURISDICTION OF ANY SUCH COURT IN ANY SUIT, ACTION OR PROCEEDING. BORROWER DOES HEREBY DESIGNATE AND APPOINT:

CORPORATION SERVICE COMPANY
1180 AVENUE OF THE AMERICAS
SUITE 210
NEW YORK, NEW YORK 10036

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, AND (II) MAY AT ANY TIME AND FROM TIME TO TIME DESIGNATE A SUBSTITUTE AUTHORIZED AGENT (WHICH SUBSTITUTE AGENT AND OFFICE SHALL BE DESIGNATED AS THE PERSON AND ADDRESS FOR SERVICE OF PROCESS).

Section 5.6 TERMINATION OF ASSIGNMENT. Upon payment in full of the Debt or defeasance, this Assignment shall automatically become and be void and of no effect without any further action by the parties; provided, however, Lender shall, upon request of Borrower and at Borrower's sole cost and expense, execute and deliver to Borrower an original release of this Assignment for recordation in the jurisdiction where the Property is located.

Section 5.7 NOTICES. All notices or other written communications hereunder shall be delivered in accordance with Section 10.6 of the Loan Agreement.

Section 5.8 WAIVER OF TRIAL BY JURY. **BORROWER AND, BY ITS ACCEPTANCE HEREOF, LENDER HEREBY WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, THE RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM, WHETHER IN CONTRACT, TORT OR OTHERWISE, RELATING DIRECTLY OR INDIRECTLY TO THE LOAN EVIDENCED BY THE NOTE, THIS ASSIGNMENT, THE NOTE, OR THE OTHER LOAN DOCUMENTS OR ANY ACTS OR OMISSIONS OF THE OTHER PARTY, ITS OFFICERS, EMPLOYEES, DIRECTORS OR AGENTS IN CONNECTION THEREWITH.**

Section 5.9 EXCULPATION. The provisions of Section 9.4 of the Loan Agreement are hereby incorporated by reference into this Assignment to the same extent and with the same force as if fully set forth herein.

Section 5.10 SUCCESSORS AND ASSIGNS. This Assignment shall be binding upon and inure to the benefit of Borrower and Lender and their respective successors and assigns forever.

Section 5.11 HEADING, ETC. The headings and captions of various paragraphs of this Assignment 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 5.12 PROVISIONS SUBJECT TO APPLICABLE LAW. All rights, powers and remedies provided in this Assignment 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 Assignment invalid, unenforceable or not entitled to be recorded, registered or filed under the provisions of any applicable law. If any term of this Assignment or any application thereof shall be invalid or unenforceable, the remainder of this Assignment and any other application of the term shall not be affected thereby. In the event of any conflict or inconsistency between the terms of this Section 5.12 and the other terms and conditions of this Assignment, the terms of this Section 5.12 shall prevail.

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IN WITNESS WHEREOF, Borrower has executed this Assignment of Leases and Rents 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 25th 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

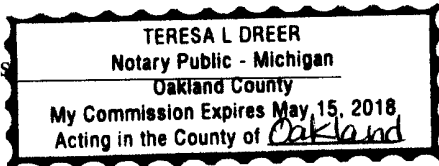


EXHIBIT A

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 ¼") – 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 1/4" – 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 EAST 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 17.17 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"
REVISED 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°59'08W 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:

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

EXHIBIT B

Description of Leases and Rents

As used in Subsection 1.1(a), the term “leases” shall mean all leases, subleases, licenses, franchises, concessions or grants of other possessory interests, tenancies, and any other agreements to which Assignor is a party (directly or by assignment), each to the extent assignable, affecting the use, possession or occupancy of the Property or any part thereof (including, without limitation, guest rooms, restaurants, bars, conference and meeting rooms, and banquet halls and other public facilities, if any), whether now or hereafter existing or entered into (including, without limitation, any use or occupancy arrangements created pursuant to Section 365(d) of the Bankruptcy Code or otherwise in connection with the commencement or continuance of any bankruptcy, reorganization, arrangement, insolvency, dissolution, receivership or similar proceedings, or any assignment for the benefit of creditors, in respect of any tenant or occupant of any portion of the Property) and all amendments, modifications, supplements, extensions or renewals thereof, whether now or hereafter existing and all amendments, modifications, supplements, extensions or renewals thereof. As used in Subsection 1.1(a) the term “lease provisions” shall mean the right to enforce, whether at law or in equity or by any other means, all terms, covenants and provisions of the Leases.

As used in Subsection 1.1(c), the term “rents” shall mean all rents, issues, profits, royalties (including all oil and gas or other hydrocarbon substances), earnings, receipts, revenues, accounts, account receivable, security deposits and other deposits (subject to the prior right of the tenants making such deposits) and income, including, without limitation, fixed, additional and percentage rents, and all operating expense reimbursements, reimbursements for increases in taxes, sums paid by tenants to Borrower to reimburse Borrower for amounts originally paid or to be paid by Borrower or Borrower’s agents or affiliates for which such tenants were liable, as, or example, tenant improvements costs in excess of any work letter, lease takeover costs, moving expenses and tax and operating expense pass-throughs for which a tenant is solely liable, parking, maintenance, common area, tax, insurance, utility and service charges and contributions, proceeds of sale of electricity, gas, heating, air-conditioning and other utilities and services, deficiency rents and liquidated damages, and other benefits now or hereafter derived from any portion of the Property or otherwise due and payable or to become due and payable as a result of any ownership, use, possession, occupancy or operation thereof and/or services rendered, goods provided and business conducted in connection therewith (including any payments received pursuant to Section 502(b) of the Bankruptcy Code or otherwise in arrangement, insolvency, dissolution, receivership or similar proceedings, or any assignment for the benefit of creditors, in respect of any tenant or other occupants of any portion of the Property and all claims as a creditor in connection with any of the foregoing) and all cash or security deposits, advance rentals, and all deposits or payments of a similar nature relating thereto, now or hereafter, including during any period of redemption, derived from the Property or any portion thereof and all proceeds from the cancellation, surrender, sale or other disposition of the Leases, in each of the foregoing cases, to the extent now owned or hereafter acquired by Assignor.