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GARY W. OTT  
RECORDER, SALT LAKE COUNTY, UTAH  
LANDMARK TITLE  
BY: TMW, DEPUTY - WI 22 P.

**AFTER RECORDING, PLEASE RETURN TO:**

David E. Gee, Esq.  
Parr Brown Gee & Loveless  
185 South State Street, Suite 800  
Salt Lake City, Utah 84111

Parcel Nos.: 08-36-376-013; 08-36-376-014; 08-36-376-024;  
08-36-376-026; 08-36-376-039.

**AGREEMENT AND GRANT OF EASEMENTS**

THIS AGREEMENT AND GRANT OF EASEMENTS (this "**Agreement**") is made this 17th day of July, 2013, by GATEWAY ASSOCIATES, LTD., a Utah limited partnership ("**Associates**"), GATEWAY OFFICE 4, L.C, a Utah limited liability company ("**Gateway 4**"), GATEWAY OFFICE 6, L.C, a Utah limited liability company ("**Gateway 6**") and BOYER GATEWAY HOTEL, L.C., a Utah limited liability company, the "**Hotel Owner**". Associates, Gateway 4, Gateway 6 and Hotel Owner are sometimes referred to in this Agreement collectively as "**Owners**" or individually as an "**Owner**".

**RECITALS:**

- A. Gateway 4 owns that certain parcel of land the legal description of which is set forth on Exhibit "A" attached hereto (the "**Gateway Office 4 Parcel**").
- B. Gateway 6 owns that certain parcel of land the legal description of which is set forth on Exhibit "B" attached hereto (the "**Gateway Office 6 Parcel**").
- C. Hotel Owner owns that certain parcel of land the legal description of which is set forth on Exhibit "C" attached hereto (the "**Hotel Parcel**").
- D. Associates owns the following parcels of land: a parcel on which certain retail, office and parking improvements have been constructed, the legal description of which is set forth on Exhibit "D" attached hereto (the "**Retail Phase 2 Parcel**"); and that certain parcel which is currently being used as a parking lot but on which additional retail and or office may be constructed in accordance with this Agreement, the legal description of which is set forth on Exhibit "E" attached hereto (the "**North Development and Parking Parcel**").

**AGREEMENT**

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owners make the following Agreements and create the following easements, all of which apply to, bind, affect and run with title to each Parcel.

1. **Definitions.** Certain capitalized terms which are used in this Agreement are defined in this Agreement prior to this Section 1. In addition to those previously defined terms, the following capitalized

terms shall have the meanings indicated:

**“50 North Street”** means the private road which runs from 400 West Street to 500 West Street which is defined in that certain North Temple Frontage Road Grant of Easement dated December 23, 1999, which was recorded January 13, 2000 as Entry No. 7553965, in Book 8336, at Page 1263, as corrected in an Affidavit recorded August 7, 2000 as Entry No. 7693049, in Book 8379, at Page 5484, in the Official Records, and as amended, supplemented and otherwise affected by that certain instrument entitled “First Amendment To North Temple Frontage Road Grant Of Easement”, recorded May 6, 2005 as Entry No. 9370279, in Book 9128, at Page 466 of the Official Records, and by that certain instrument entitled “Joint Omnibus Amendment To Project Agreements”, recorded April 22, 2013 as Entry No. 11622651, in Book 10129, at Page 5760 of the Official Records.

**“2005 Declaration”** means that certain Declaration Of Covenants, Restrictions And Easements dated May 5, 2005 and recorded May 6, 2005 as Entry No. 9370292 in Book 9128, commencing at Page 605 of the official records of the Salt Lake County, Recorder, which was executed by Associates and Gateway Retail Holdings, L.C., a Utah limited liability company as amended prior to the date hereof and as may be amended further by all parties thereto in accordance therewith. By way of clarification, at the time the 2005 Declaration was executed, delivered and recorded, the North Development and Parking Parcel and the Gateway Office 6 Parcel were part of the same legal parcel which was subsequently subdivided into two (2) parcels

**“Access Areas”** means the areas on the Parcels used at any time and from time to time as traffic lanes, driveways, sidewalks, walkways or similar areas for ingress and egress of vehicles and pedestrians, but does not include any land covered by a Building on the date hereof or any exterior service areas that are intended for the exclusive use of the occupants of a particular Building on the date hereof, such as loading docks` and trash areas, but not including the Circulation Roads.

**“Arbitration”** is defined in Section 6.c of this Agreement.

**“Benefitted Parties”** means, with respect to a Parcel, the Owners and Occupants of that Parcel, and their respective employees, customers, guests and invitees.

**“Building”** means a building or other principal structure on a Parcel including, without limitation, all extensions or projections thereof, all structures or facilities accessory or integral thereto, and any garages, platforms or docks, storage tanks, canopies or overhangs, porches and similar items.

**“Circulation Roads”** means Rio Grande Street and 50 North Street.

**“Governmental Authorities”** means all governmental or quasi-governmental units, commissions, councils, boards, agencies, staffs or similar bodies having jurisdiction over a Parcel or its use, operation, maintenance or development.

**“Government Requirements”** means all laws, ordinances, statutes, regulations or other similar laws promulgated by Governmental Authorities.

“**Improvements**” means all improvements other than Buildings and related improvements located from time to time on a Parcel including, without limitation, any Access Areas, Parking Areas, landscaping, driveways, walkways, exterior lighting, striping, curbs, retaining walls, screening walls and signs.

“**Indemnitee**” is defined in Section 9 of this Agreement.

“**Indemnitor**” is defined in Section 9 of this Agreement.

“**Lateral Utility Improvements**” means lateral utility lines extending from utility trunk lines located in the Circulation Roads to the Parcels.

“**Mediation**” is defined in Section 6.b of this Agreement.

“**Mortgage**” means a recorded mortgage, deed of trust or other security agreement creating a lien on a Parcel or a portion of a Parcel as security for the payment of indebtedness.

“**Mortgagee**” means a Person which is the mortgagee, beneficiary or other secured party under a Mortgage.

“**Occupant**” means any Person that, pursuant to a lease, a rental arrangement, a license or any other instrument, agreement, contract, document, understanding or arrangement is entitled to or does occupy, possess or use any Parcel or any portion of a Parcel.

“**Owner**” means the Person that, at a specified time, is the owner of record in the office of the County Recorder of Salt Lake County, Utah of a fee or an undivided fee interest in a Parcel or portion of a Parcel. In the event that, at any time, there is more than one Owner of a Parcel, the liability of each such Owner for performance or compliance with the applicable provisions of this Agreement with respect to that Owner shall be joint and several. Notwithstanding any applicable theory or law relating to a mortgage, deed of trust, or like instrument, the term “Owner” shall not mean or include a Mortgagee unless and until such Person has acquired fee title to the Parcel encumbered by a Mortgage pursuant to foreclosure, trustee's sale or any arrangement or proceeding in lieu thereof. A ground lessee or other long term tenant shall not be deemed to be an Owner for purposes of this Agreement.

“**Parcel**” means any one of the Parcels.

“**Parcels**” means the North Development and Parking Parcel, the Gateway Office 4 Parcel, the Gateway Office 6 Parcel, the Hotel Parcel and the Retail Phase 2 Parcel.

“**Parking Areas**” means the areas on each Parcel that are used at any time and from time to time for parking which shall, in all events, contain such number of parking stalls as may be required by Governmental Authorities to provide for parking of the Buildings located on the Parcel.

**“Parking Validations”** means validations issued to and used by customers, guests and invitees of the Benefitted Parties of the Parcels to pay for parking in the Parking Areas.

**“Person”** means a natural person, legal entity or trust.

**“Permitted Uses”** means with respect to all of the Parcels, all commercial, retail, restaurant, and office use permitted by law.

**“Rio Grande Street”** means that street which runs north and south between 200 South Street and 50 North Street, which is described in that certain Rio Grande Street Grant of Easement dated January 3, 2000, which was recorded January 13, 2000 as Entry No. 7553963, in Book 8336, at Page 1217, as corrected by an Affidavit recorded August 7, 2000 as Entry No. 7693049, in Book 8379, at Page 5484, all of the Official Records, and as amended, supplemented and otherwise affected by that certain instrument entitled "First Amendment To Rio Grande Street Grant Of Easement", recorded May 6, 2005 as Entry No. 9370280, in Book 9128, at Page 481 of the Official Records, and by that certain instrument entitled "Second Amendment to Rio Grande Street Grant Of Easement", recorded December 20, 2007 as Entry No. 10305320, in Book 9550, at Page 5547 of the Official Records, and by that certain instrument entitled "Joint Omnibus Amendment To Project Agreements", recorded April 22, 2013 as Entry No. 11622651, in Book 10129, at Page 5760 of the Official Records.

## 2. Grant of Easements.

a. **Reciprocal Easements.** Each of the Owners hereby creates and grants the following easements with respect to its Parcel for the benefit of the Benefitted Parties of the other Parcels, which easements shall be appurtenant to each of the Parcels but which may only be used to such extent as may be reasonably related to the use of the Parcels for the Permitted Uses:

(i) **Pedestrian Easements.** Non-exclusive easements across the sidewalks or walkways on each Parcel as they exist from time to time for pedestrian use by the Benefitted Parties of the other Parcels.

(ii) **Vehicle Easements.** Non-exclusive easements across the Circulation Roads on each Parcel and across the other traffic lanes and driveways within the Access Areas on each Parcel as they exist from time to time for the purpose of furnishing access and the right of access for the vehicles of the Benefitted Parties of the other Parcels.

(iii) **Utility Easements.** Subject to the provisions of Section 4(b) of this Agreement, non-exclusive right to install, construct, maintain, repair, relocate and operate utility lines and pipes and Lateral Utility Improvements in the Circulation Roads.

3. **Compliance with the 2005 Declaration.** Each of the Owners confirms and agrees that it and the Parcel which it owns is bound by the provisions of the 2005 Declaration. The provisions set forth below in this Section 3 are intended to allocate among the Owners the burden, costs and obligations imposed on the Parcels or the Owners of the Parcels by the 2005 Declaration. In the event of any inconsistency or conflict between the terms of this Agreement and the 2005 Declaration, then, as between the Owners and their

respective Parcels, the terms of this Agreement shall control. Capitalized terms which are used but not defined in this Agreement shall have the same meanings as the corresponding capitalized terms used in the 2005 Declaration.

a. Section 3 of 2005 Declaration. Hotel Owner agrees that the Hotel Parcel shall comply with the provisions of the 2005 Declaration as if such provisions applied to the Hotel Parcel for all purposes.

b. Circulation Roads. Section 4.a of the 2005 Declaration provides that the Owners may relocate 50 North Street and in such event extend or shorten Rio Grande Street to meet the relocated 50 North Street. Such right shall be exercised solely by unanimous written approval of the Owners which own the Parcels on which 50 North Street and Rio Grande Street are located prior to such relocation and/or extension, and by the Owners which own the Parcels on which the modified 50 North Street and modified Rio Grande Street are located.

c. Additional Utilities. Any Owner may construct additional required utilities or Lateral Utility Improvements or relocate existing utilities at its own cost and expense in the Circulation Roads at a location and in accordance with plans and specifications approved by Governmental Authorities. The Owner installing such utilities shall promptly restore any damage to the Circulation Roads caused by such installation. All such work shall be performed in accordance with and shall be subject to the obligations and conditions set forth in Sections 4.b through 4.g of the 2005 Declaration.

d. Rules and Regulations. All of the Owners shall be bound by and adhere to the Rules and Regulations as specified in Section 5 of the 2005 Declaration. The Owner of the Retail Phase 2 Parcel, acting alone and without being required to consult with or notify the other Owners, shall have the right and authority granted to the Owner of Retail Phase 2 in accordance with Section 5 of the 2005 Declaration with respect to the amendment or modification of the Rules and Regulations.

e. Payment of Phase 2 Contribution. The Owner of the Retail Phase 2 Parcel shall pay Phase 2 Contribution required by Section 7.b of the 2005 Declaration without reimbursement from the other Owners. The other Owners shall not have any obligation to pay any portion of the Phase 2 Contribution. In addition, the Owner of the Retail Phase 2 Parcel shall pay, and shall indemnify, hold harmless and defend the Owner of the Gateway Office 6 Parcel from and against any amount owing under Section 10.14 of the Plaza Pedestrian and Public Use Easement and Programming Agreement dated December 23, 1999 executed by Associates, as "Owner" in favor of Redevelopment Agency of Salt Lake City, a public agency, and Salt Lake City Corporation, a municipal corporation of the state of Utah, which was recorded January 13, 2000 as Entry No. 7553964 in Book 8336 at Page 1240 of the Official Records of the Salt Lake County Recorder, as amended.

f. Right to Cure. If an Owner fails to maintain the Access Areas and Parking Areas on its Parcel, the Owner of any other Parcel may, after thirty (30) days written notice setting forth in reasonable detail the particular failure, enter the Parcel described in the notice and perform the maintenance specified in the notice at the cost and expense of the defaulting Owner. The Owner performing the maintenance shall invoice the defaulting Owner. If the defaulting Owner fails to pay the invoice within fifteen (15) days, then: (i) a five percent (5%) late payment fee shall be added to the invoice on the sixteenth (16<sup>th</sup>) day; (ii) the unpaid balance shall thereafter accrue interest at the rate of eighteen percent (18%) per annum; and (iii) all

sums owing shall be secured by a lien against the Parcel owned by the defaulting Owner.

4. Intentionally Deleted.

5. Intentionally Deleted.

6. Dispute Resolution. In the event of any dispute solely between the Owners, the dispute shall be resolved pursuant to the following provisions:

a. Good Faith Attempt to Resolve Disputes. In the event of a dispute arising under this Agreement, the parties to the dispute shall attempt in good faith to resolve promptly any dispute arising out of or relating to this Agreement by negotiation between designated representatives with authority to resolve the dispute.

b. Mediation. Prior to exercising any other remedies available or required under this Agreement or otherwise available at law or equity, including, without limitation, Arbitration pursuant to Section 6.c of this Agreement, the parties to the dispute shall first attempt in good faith to settle any dispute arising out of or relating to this Agreement or its breach by mediation pursuant to this Section 6.b ("Mediation"). Any Person which is a party to the dispute may demand Mediation by written notice to the other parties to the dispute. The Mediation shall be governed by and subject to the terms of this Section 6.b and to the Utah Mediation Act, Utah Code Annotated 78B-10-1 *et seq.* The Mediation is to be administered by a mediator mutually agreed upon by the parties to the dispute, in the absence of an agreement, any Person which is a party to the dispute may petition the Chief Judge of The Third Judicial District Court in and for Salt Lake County, Utah to appoint a mediator. If the Mediation does not resolve the dispute, any Person which is a party to the dispute may then resort to Arbitration.

c. Arbitration. In the event of a dispute and after the Persons who are parties to the dispute have satisfied the requirements of Sections 6.a and 6.b of this Agreement, then any Person which is a party to the dispute by delivering written notice delivered to the other Persons who are parties to the dispute may elect to subject the dispute to binding arbitration by a single arbitrator in an expedited proceeding pursuant to this Section 6.c (an "Arbitration"). The Arbitration shall be governed by and subject to the terms of this Section 6.c and to the Utah Uniform Arbitration Act, Utah Code Annotated 78B-11-1 *et seq.* The Persons who are parties to the dispute shall promptly designate a single arbitrator. If the Persons who are parties to the dispute cannot agree upon an arbitrator within thirty (30) days after the initial written notice demanding Arbitration, any Person which is a party to the dispute may by motion made to a Utah State Court having jurisdiction pursuant to Utah Code Annotated, Section 78-31a-5, request that the court appoint an arbitrator. If and to the extent that the issue giving rise to the dispute involves a specialized expertise, such as, but not limited to, resolution of an issue in connection with accounting for expenses, the Persons who are parties to the dispute or the Court shall attempt to appoint a Person having at least five (5) years of experience in that area of expertise. The arbitrator shall have the discretion to define the issues involved in the dispute. To the extent possible, all discovery shall be informal in accordance with a procedure and timetable prescribed by the arbitrator. The arbitrator shall employ all reasonable efforts to expedite the resolution of the dispute. The arbitrator shall determine how the cost of the Arbitration shall be allocated between and paid by the Persons who are parties to the dispute.

7. Title and Mortgage Protection. No amendment to this Agreement shall in any way affect the rights of any Mortgagee pursuant to a Mortgage that is recorded at the time of the recordation of the amendment, or the rights of any successor in interest or title to such Mortgagee, either before or after such Mortgagee or its successor enters into possession or acquires title pursuant to foreclosure, trustee's sale or any arrangement or proceeding in lieu thereof, unless such Mortgagee consents in writing to such amendment. A breach of any of the covenants, provisions, or requirements of this Agreement shall not result in any forfeiture or reversion of title or of any other interest in a Parcel. A breach of any of the covenants, provisions, or requirements of this Agreement shall not defeat, impair or render invalid the lien of or other rights under any Mortgage; provided, a lien arising under this Agreement shall have priority over the Mortgage if a notice of such lien is recorded prior to the date of recordation of a Mortgage. Unless and until it enters into possession or acquires title pursuant to foreclosure, trustee's sale or any arrangement or proceeding in lieu thereof, a Mortgagee shall have no obligation to take any action to comply with, and may not be compelled to take any action to comply with, any of the covenants, provisions, or requirements of this Agreement except the obligation to subordinate its lien or security interest to this Agreement.

8. Insurance on Hotel Parcel Maintained by Hotel Owner. The Hotel Owner shall maintain with respect to the Hotel Parcel with respect to the Hotel Parcel the insurance described in Section 12 of the 2005 Declaration as if such provisions applied to Hotel Owner with respect to the Hotel Property.

9. Indemnification. Each Owner ("**Indemnitor**") covenants and agrees to defend, protect, indemnify and hold harmless each other Owner ("**Indemnitee**") from and against all claims, including any action or proceedings brought thereon, and all costs, losses, expenses and liability (including reasonable attorney's fees actually incurred and cost of suit) arising from or as a result of the injury to or death of any Person, or damage to the property of any Person located on the Lot owned or leased by each Indemnitor, except for claims caused by the negligence or willful act or omission of such Indemnitees, its agents, servants, partners or employees.

10. Amendment or Termination; Duration of Agreement. This Agreement may be amended or terminated by, but only by, an instrument filed for record in the office of the County Recorder of Salt Lake County, Utah that is executed by all of the Owners of all of the Parcels. The term of this Agreement is perpetual with respect to all rights, interests, covenants, restrictions and easements contained herein.

11. Covenants to Run with Land. This Agreement and the easements and covenants created by this Agreement are intended by the Owners to be and shall constitute covenants running with the land as to each of the Parcels, and shall be binding upon and shall inure to the benefit of each Owner any Person who acquires or comes to have any interest in any Parcel, and their respective grantees, transferees, lessees, heirs, devisees, personal representatives, successors, and assigns. This Agreement and all of the easements, covenants, provisions, and requirements hereof shall also inure to the benefit of each and each Person owning any interest in or occupying any portion of a Parcel. Each Owner shall comply with, and all interests in all Parcels shall be subject to, the terms of this Agreement. By acquiring, in any way coming to have an interest in, or occupying a Parcel, the Person so acquiring, coming to have such interest in, or occupying a Parcel, shall be deemed to have consented to, and shall be bound by, each and every provision of this Agreement.

12. Enforcement. Subject to the provisions of Section 6 of this Agreement, the Owner of a Parcel

or any portion of a Parcel shall have the right to enforce, through any permitted proceeding at law or in equity, the terms, provisions, restrictions and requirements of this Agreement. Any failure to insist upon the strict performance of or compliance with any of the terms, provisions, covenants and requirements of this Agreement shall not result in or be construed to be an abandonment or termination of this Agreement or any waiver of the right to insist upon such performance or compliance with the terms of this Agreement in the future. If any action or proceeding is brought because of a default under, or to enforce or interpret any of the covenants, provisions, or requirements of, this Agreement (including, without limitation, Arbitration pursuant to Section 7.c of this Agreement the Person prevailing in such action or arbitration shall be entitled to recover from the unsuccessful Person reasonable attorneys' fees (including those incurred in connection with any appeal), the amount of which shall be fixed by the court or the arbitrator and made a part of any judgment rendered.

13. Effective Date. This Agreement, any amendment or termination hereof, and any supplement hereto shall take effect upon its being filed for record in the office of the County Recorder of Salt Lake County, Utah.

14. Miscellaneous.

a. Titles, Captions and References. All Section titles or captions in this Agreement are for convenience only; shall not be deemed part of this Agreement and in no way define, limit, extend or describe the scope or intent of any provisions of this Agreement. When this Agreement refers to a Section by number or other designation, such reference shall be deemed to be to the correspondingly numbered Section of this Agreement unless the context refers to another agreement, document or instrument.

b. Pronouns and Plurals. Whenever the context may require, any pronoun used in this Agreement shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns, pronouns and verbs shall include the plural and vice versa.

c. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Utah, without reference to its choice of law rules that would apply the law of another jurisdiction.

d. Counterparts. This Agreement may be executed in any number of counterparts. Each such counterpart of this Agreement shall be deemed to be an original instrument, and all such counterparts together shall constitute but one agreement.

e. Exhibits. All exhibits attached to this Agreement are expressly made a part of and incorporated in this Agreement as fully as though completely set forth in this Agreement.

f. Time of Essence. Time is of the essence of this Agreement.

*(Signatures begin on following page)*




EXECUTED the day and year first above written.

**“OWNERS”**

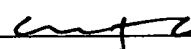
GATEWAY ASSOCIATES, LTD., a Utah limited partnership, by its general partner:

BOYER GATEWAY, L.C., a Utah limited liability company, by its Managers:

THE BOYER COMPANY, L.C., a Utah limited liability company


By:   
Name: Don Boyer  
Its: Manager

GARDNER PROPERTY HOLDINGS, L.C., a Utah limited liability company

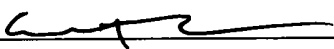
By:   
Name: Christina Gardner  
Its: Manager

GATEWAY OFFICE 4, L.C., a Utah limited liability company, by its Managers:

THE BOYER COMPANY, L.C., a Utah limited liability company


By:   
Name: Don Boyer  
Its: Manager

GARDNER PROPERTY HOLDINGS, L.C., a Utah limited liability company

By:   
Name: Christina Gardner  
Its: Manager


GATEWAY OFFICE 6, L.C., a Utah limited liability company, by its Manager:

THE BOYER COMPANY, L.C., a Utah limited liability company

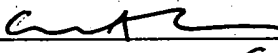
By:   
Name: Dawn Carson  
Its: Manager

BOYER GATEWAY HOTEL, L.C., a Utah limited liability company, by its Managers:

THE BOYER COMPANY, L.C., a Utah limited liability company

By:   
Name: Dawn Carson  
Its: Manager


GARDNER PROPERTY HOLDINGS, L.C., a Utah limited liability company

By:   
Name: Christian Gardner  
Its: Manager

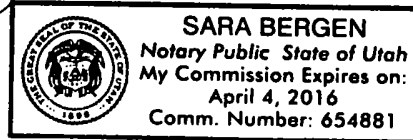
STATE OF UTAH )  
 : ss.  
COUNTY OF SALT LAKE )

The foregoing instrument was acknowledged before me this 12<sup>th</sup> day of July, 2013, by Devon Glenn, a Manager of THE BOYER COMPANY, L.C., a Utah limited liability company, which is a Manager of BOYER GATEWAY, L.C., a Utah limited liability company, which is a general partner of GATEWAY ASSOCIATES, LTD., a Utah limited partnership.

In witness whereof I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

  
NOTARY PUBLIC  
Residing at: Salt Lake County, Utah

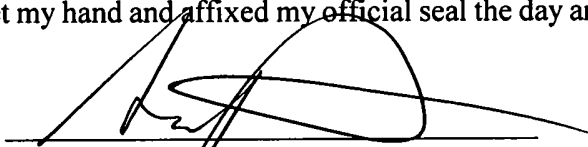
My Commission Expires:  
April 4, 2016



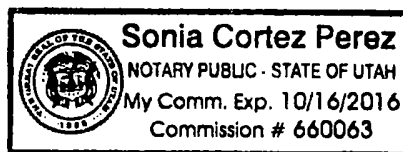
STATE OF UTAH )  
 : ss.  
COUNTY OF SALT LAKE )

The foregoing instrument was acknowledged before me this 12 day of JULY, 2013, by CHRISTIAN GARDNER, a Manager of GARDNER PROPERTY HOLDINGS, L.C., a Utah limited liability company, which is a Manager of BOYER GATEWAY, L.C., a Utah limited liability company, which is a general partner of GATEWAY ASSOCIATES, LTD., a Utah limited partnership.

In witness whereof I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

  
NOTARY PUBLIC  
Residing at: Salt Lake County, Utah

My Commission Expires:



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

The foregoing instrument was acknowledged before me this 12<sup>th</sup> day of July, 2013 by Devon Glenn, a Manager of THE BOYER COMPANY, L.C., a Utah limited liability company, which is a Manager of GATEWAY OFFICE 4, L.C., a Utah limited liability company.

In witness whereof I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

  
NOTARY PUBLIC  
Residing at: Salt Lake County, Utah

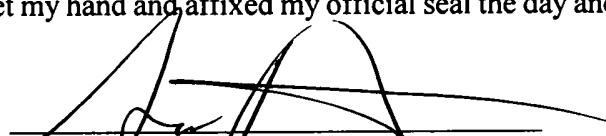
My Commission Expires:  
April 4, 2016



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

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In witness whereof I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

  
NOTARY PUBLIC  
Residing at: Salt Lake County, Utah

My Commission Expires:



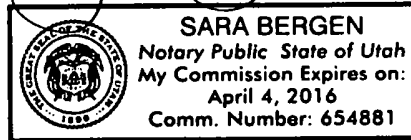
STATE OF UTAH )  
 : ss.  
COUNTY OF SALT LAKE )

The foregoing instrument was acknowledged before me this 12<sup>th</sup> day of July, 2013 by Devon Glenn, a Manager of THE BOYER COMPANY, L.C., a Utah limited liability company, which is the Manager of GATEWAY OFFICE 6, L.C., a Utah limited liability company.

In witness whereof I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

  
NOTARY PUBLIC  
Residing at: Salt Lake County, Utah

My Commission Expires:  
April 4, 2016



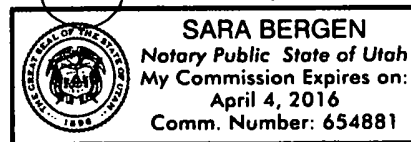
STATE OF UTAH )  
 : ss.  
COUNTY OF SALT LAKE )

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In witness whereof I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

  
NOTARY PUBLIC  
Residing at: Salt Lake County, Utah

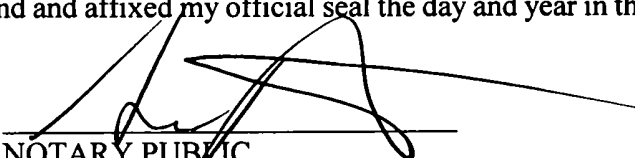
My Commission Expires:  
April 4, 2016



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

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In witness whereof I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

  
\_\_\_\_\_  
NOTARY PUBLIC  
Residing at: Salt Lake County, Utah

My Commission Expires:



**CONSENT OF LIENHOLDER  
TO  
AGREEMENT AND GRANT OF EASEMENTS**  
(Gateway Office 4 Parcel)

Allstate Life Insurance Company, an Illinois insurance company (the "Lender"), hereby acknowledges and consents to the recording of this Agreement and Grant of Easements (the "Agreement") and subordinates the lien of that certain Amended and Restated Deed of Trust, Assignment of Leases, Rents and Contracts, Security Agreement and Fixture Filing dated as of June 27, 2007 executed by Gateway Office 4, L.C., a Utah limited liability company in favor of Landmark Title Company, a Utah corporation, as trustee for the benefit of the Lender recorded in the Official Records of Salt Lake County, Utah (the "Official Records"), on July 3, 2007 as Entry No. 10152595 in Book 9486, beginning at Page 8625 (as amended, the "Deed of Trust") to the Agreement. Such subordination is intended to ensure that after any foreclosure of the Deed of Trust the parties to the Agreement, and their respective successors and assigns, shall have the rights granted in the Agreement. Such subordination shall not be construed as a release of the collateral secured by the Deed of Trust or a subordination of the Deed of Trust as to any other recorded interest in the property secured by the Deed of Trust.

DATED: July 17, 2013.

ALLSTATE LIFE INSURANCE COMPANY, an Illinois insurance company

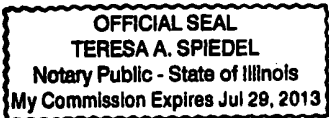
By: [Signature]  
Name: P. Sean Giblin  
Title: Authorized Signatory

[Circular Stamp]

By: [Signature]  
Name: Emily Franke  
Title: Authorized Signatory

State of Illinois  
County of Cook ss.

The foregoing instrument was acknowledged before me on July 8, 2013, by P. Sean Giblin and Emily Franke, the Authorized Signatory and Authorized Signatory of ALLSTATE LIFE INSURANCE COMPANY, an Illinois insurance company.



[Signature]  
Notary Public

My Commission Expires: 7/29/13







**EXHIBIT "A"**  
**TO**  
**AGREEMENT AND GRANT OF EASEMENTS**

**Legal Description of Gateway 4 Office Parcel**

That certain Office Building located on the following real property located in Salt Lake County, Utah, and more particularly described as:

Lot 5, Boyer Gateway Subdivision Plat, recorded in the office of the Salt Lake County Recorder on February 23, 2001, as Entry No. 7828967, in Book 2001P at Page 37 of Plats.

Tax Parcel No.: 08-36-376-014

**EXHIBIT "B"**  
**TO**  
**AGREEMENT AND GRANT OF EASEMENTS**

Legal Description of Gateway Office 6 Parcel

A portion of Lot 7B, **GATEWAY 6 SUBDIVISION AMENDING LOT 7 OF THE BOYER GATEWAY SUBDIVISION**, according to the official plat thereof, filed on December 23, 2008 as Entry No 10584220, in Book "2008P" of Plats, at Page 308 of the Official Records of the Salt Lake County Recorder, as modified by that certain Notice of Minor Routine & Uncontested Lot Line Adjustment Subdivision Approval recorded June 11, 2013 as Entry No. 11660889 in Book 10148 at Page 644 of the Official Records of the Salt Lake County Recorder, being more particularly described as follows:

Beginning at the Southeast corner of Lot 7B of **GATEWAY 6 SUBDIVISION AMENDING LOT 7 OF THE BOYER GATEWAY SUBDIVISION**, as recorded with the office of the Salt Lake County Recorder in Book 2008P at Page 308, and running thence South 89°58'47" West along the South line of said Subdivision 252.78 feet; thence North 140.41 feet to a point on the currently platted North line of said Lot 7B; thence East along said North line 252.78 feet to the Northeast corner of said Lot 7B; thence South along the East line of said Lot 7B 140.32 feet to the point of beginning.

**EXCEPTING THEREFROM** the minerals and mineral rights reserved by UNION PACIFIC RAILROAD COMPANY, a Delaware corporation, in that certain Special Warranty Deed recorded December 24, 1998 as Entry No. 7202238, in Book 8208, at Page 2578 of the Official Records of the Salt Lake County Recorder, wherein GATEWAY ASSOCIATES, LTD., a Utah limited partnership, is the Grantee.

Tax Parcel No.: 08-36-376-026

**EXHIBIT "C"**  
**TO**  
**AGREEMENT AND GRANT OF EASEMENTS**

Legal Description of Hotel Parcel

A PARCEL OF LAND LOCATED IN THE CITY OF SALT LAKE, SALT LAKE COUNTY, UTAH, WITHIN LOTS 6 AND 7, AND A PORTION OF LOT 8, OF BLOCK 83, PLAT "A", SALT LAKE CITY SURVEY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING at a point on the Northerly line of the Boyer Gateway Subdivision Plat as recorded with the Salt Lake County Recorder's Office in Book 2001P of Plats, at Page 37, said point being South 00°01'25" East 24.26 feet from the Southeast corner of Lot 7, Block 83, Plat "A", Salt Lake City Survey, and running thence South 89°58'47" West along said Northerly line 164.96 feet to the Easterly line of said Boyer Gateway Subdivision Plat; thence North 00°00'44" West along said Easterly line 344.00 feet to the South line of a portion of land dedicated to the off-ramp for North Temple Street overpass by that certain Quitclaim Deed recorded September 19, 1973 as Entry No. 2570352, in Book 3421 at Page 376, of the Official Records of the Salt Lake County Recorder; thence along said South line the following two (2) courses: (1) North 89°58'38" East 133.89 feet (previous deeds of record read North 89°58'50" East 133.96 feet) to the point of curvature, (2) Southeasterly along the arc of a 64.17 foot radius curve to the right through a central angle of 28°53'12", a distance of 32.35 feet (chord bears South 75°38'45" East 32.00 feet), to a point on the Easterly line of Block 83, Plat "A", Salt Lake City Survey; thence South 00°01'25" East along the Easterly line of said Block 83, 336.02 feet to the point of BEGINNING.

**ALSO EXCEPTING THEREFROM** the following described land conveyed to Salt Lake City Corporation pursuant to that certain Special Warranty Deed recorded April 28, 2009 as Entry No. 10685299, in Book 9715, at Page 167 of the Official Records of the Salt Lake County Recorder:

BEGINNING AT A POINT SOUTH 00°01'25" EAST 24.26 FEET FROM THE SOUTHEAST CORNER OF LOT 7, BLOCK 83, PLAT A, SALT LAKE CITY SURVEY, AND RUNNING THENCE NORTH 00°01'25" WEST ALONG THE EASTERLY LINE OF SAID BLOCK 83, 336.02 FEET TO A POINT ON THE ARC OF A 64.17 FOOT NON TANGENT RADIUS CURVE TO THE RIGHT (CENTER BEARS SOUTH 28°51'50" WEST); THENCE SOUTHEASTERLY ALONG THE ARC OF SAID 64.17 FOOT RADIUS CURVE THROUGH A CENTRAL ANGLE OF 61°06'45" A DISTANCE OF 68.44 FEET (CHORD BEARS SOUTH 30°34'47" EAST 65.25 FEET); THENCE SOUTH 00°01'25" EAST 5.36 FEET; THENCE NORTH 89°58'35" EAST 10.83 FEET; THENCE SOUTH 00°01'25" EAST 274.48 FEET; THENCE SOUTH 89°58'44" WEST 44.00 FEET TO THE POINT OF BEGINNING.

Tax Parcel No. 08-36-376-024

**EXHIBIT "D"**  
**TO**  
**AGREEMENT AND GRANT OF EASEMENTS**

Legal Description of Retail Phase 2 Parcel

LOT 6, Boyer Gateway Subdivision Plat, recorded in the office of the Salt Lake County Recorder on February 23, 2001, as Entry No. 7828967, in Book 2001P at Page 37 of Plats.

Tax Parcel No.: 08-36-376-013

**EXHIBIT "E"**  
**TO**  
**AGREEMENT AND GRANT OF EASEMENTS**

**Legal Description of the North Development and Parking Parcel**

A portion of Lots 7A and 7B, **GATEWAY 6 SUBDIVISION AMENDING LOT 7 OF THE BOYER GATEWAY SUBDIVISION**, according to the official plat thereof, filed on December 23, 2008 as Entry No 10584220, in Book "2008P" of Plats, at Page 308 of the Official Records of the Salt Lake County Recorder, as modified by that certain Notice of Minor Routine & Uncontested Lot Line Adjustment Subdivision Approval recorded June 11, 2013 as Entry No. 11660889 in Book 10148 at Page 644 of the Official Records of the Salt Lake County Recorder, being more particularly described as follows:

Beginning at the Southwest corner of Lot 7A of **GATEWAY 6 SUBDIVISION AMENDING LOT 7 OF THE BOYER GATEWAY SUBDIVISION**, as recorded with the office of the Salt Lake County Recorder in Book 2008P at Page 308, and running thence Northerly along the Westerly line of said Lot 7A the following three courses: 1) North 406.25 feet, 2) North 89°59'06" East 12.00 feet, 3) North 80.00 feet to the Northwest corner of said Lot 7A; thence North 89°59'06" East along the Northerly line of said Lot 7A 422.35 feet to the Northeast corner of said Lot 7A; thence Southerly along the Easterly line of said Lot 7A the following two courses: 1) South 00°00'12" West 142.21 feet, 2) South 00°00'44" East 344.00 feet to the Southeast corner of said Lot 7A; thence South 89°58'47" West along the South line of said Lot 7A 57.69 feet to the Southeast corner of Lot 7B of said Subdivision; thence North along the East line of said Lot 7B 140.32 feet to the Northeast corner of said Lot 7B; thence West along the North line of said Lot 7B 252.78 feet; thence South 140.41 feet to a point on the South line of said Subdivision; thence South 89°58'47" West along said South line 123.95 feet to the point of beginning.

**LESS AND EXCEPTING THEREFROM** (i) the Property conveyed to SALT LAKE CITY CORPORATION, a Utah municipal corporation, in that certain Special Warranty Deed recorded April 22, 2013, as Entry No. 11622647, in Book 10129, at Page 5745 of the Official Records of the Salt Lake County Recorder, and (ii) the Property conveyed to SALT LAKE CITY CORPORATION, a Utah municipal corporation, in that certain Special Warranty Deed recorded April 22, 2013, as Entry No. 11622648, in Book 10129, at Page 5747 of the Official Records of the Salt Lake County Recorder.

**FURTHER EXCEPTING THEREFROM** the minerals and mineral rights reserved by UNION PACIFIC RAILROAD COMPANY, a Delaware corporation, in that certain Special Warranty Deed recorded December 24, 1998 as Entry No. 7202238, in Book 8208, at Page 2578 of the Official Records of the Salt Lake County Recorder, wherein GATEWAY ASSOCIATES, LTD., a Utah limited partnership, is the Grantee.

Tax Parcel No.: 08-36-376-039