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GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
LANDMARK TITLE
BY: EEP, DEPUTY - WI 18 P.

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

Thompson & Knight LLP
1722 Routh Street, Suite 1500
Dallas, Texas 75201
Attention: Mark Weibel, Esq.

VESTAR GATEWAY, LLC
(Borrower)

to

WELLS FARGO BANK, N.A., AS TRUSTEE FOR THE REGISTERED HOLDERS OF
JPMORGAN CHASE COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES,
SERIES 2010-C1
(Lender)

**AMENDED, RESTATED AND CONSOLIDATED
ASSIGNMENT OF CONDOMINIUM RIGHTS**

Dated: As of May 6, 2016,
but made effective as of February 1, 2016
Location: Salt Lake City, UT
County: Salt Lake

Securitization: JPMorgan, Series 2010-C1
MLS Loan Nos.: 03-0269107 and 03-0269168
Borrower: Vestar Gateway, LLC
Property: 90 South 400 West, Salt Lake City, Utah (Gateway [Rescission])

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AMENDED, RESTATED AND CONSOLIDATED ASSIGNMENT OF CONDOMINIUM RIGHTS

AMENDED, RESTATED AND CONSOLIDATED
ASSIGNMENT OF CONDOMINIUM RIGHTS
(JPMorgan, Series 2010-C1 [Midland] / Gateway [Rescission])

THIS AMENDED, RESTATED AND CONSOLIDATED ASSIGNMENT OF CONDOMINIUM RIGHTS (the "**Assignment**") is dated as of May 6, 2016 but made effective as of February 1, 2016 (the "**Effective Date**"), by and between **VESTAR GATEWAY, LLC**, a Delaware limited liability company, having an address at c/o Vestar Development Co., 2425 E. Camelback Road, #750, Phoenix, Arizona 85016 ("**Borrower**"), and **WELLS FARGO BANK, N.A., AS TRUSTEE FOR THE REGISTERED HOLDERS OF JPMORGAN CHASE COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2010-C1** (together with its successors and assigns, "**Lender**"), having an address at c/o Midland Loan Services, a division of PNC Bank, National Association, not individually but solely in its authorized capacity as special servicer pursuant to that certain Pooling and Servicing Agreement, dated June 1, 2010, 10851 Mastin, 6th Floor, Overland Park, Kansas 66210, Attn: Mr. David Spotts.

RECITALS

A. Reference is hereby made to that certain:

(i) Declaration of Condominium Gateway Block B Condominium Project, dated February 23, 2001 and recorded February 26, 2001 in the Salt Lake County, Utah Recorder's Office ("**Recorder's Office**") as Entry No. 7828971 in Book 8427 at Page 4752 as amended by that certain First Amendment to Declaration of Condominium Gateway Block B Condominium Project and Amendment of Record of Survey Map dated May 8, 2002 and recorded May 16, 2002 in the Recorder's Office as Entry No. 8235748 in Book 8598 at Page 7012, as amended by that certain Second Amendment to Declaration of Condominium Gateway Block B Condominium Project and Amendment of Record of Survey Map dated July 6, 2004 and recorded July 20, 2004 in the Recorder's Office as Entry No. 9125323 in Book 9016 at Page 2655;

(ii) Declaration of Condominium Gateway Block C-1 Condominium Project dated December 18, 2000 and recorded December 27, 2000 in the Recorder's Office as Entry No. 7788088 in Book 8410 at Page 8862, as amended and restated by that certain Amended and Restated Declaration of Condominium Gateway Block C1 Condominium Project dated April 19, 2001 and recorded April 27, 2001 in the Recorder's Office as Entry No. 7881708 in Book 8450 at Page 4761;

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(iii) Declaration of Condominium Gateway Block C-2 Condominium Project dated December 18, 2000 and recorded December 27, 2000 in the Recorder's Office as Entry No. 7788090 in Book 8410 at Page 8942, as amended and restated by that certain Amended and Restated Declaration of Condominium Gateway Block C2 Condominium Project dated April 19, 2001 and recorded April 27, 2001 in the Recorder's Office as Entry No. 7881709 in Book 8450 at Page 4843; and

(iv) Declaration of Condominium Gateway Block A Condominium Project dated February 26, 2001 and recorded February 26, 2001 in the Recorder's Office as Entry No. 7828969 in Book 8427 at Page 4676, all as may be further amended or restated (collectively and jointly and severally, the "Condominium Declaration"), and the Gateway Block B Condominium Association, Inc., the Gateway Block CI Condominium Association, Inc., the Gateway Block C2 Condominium Association, Inc., and the Gateway Block A Condominium Association, Inc. (collectively and jointly and severally, the "Association").

B. On March 11, 2010, Lender made the Original Loan to Inland and IWR (collectively, "Original Borrower"), which was evidenced by, among other Original Loan Documents, the Original Note executed by Inland in the original principal amount of \$96,670,000.00, and the Original Note executed by IWR in the original principal amount of \$4,550,000.00.

C. Pursuant to an (i) Assignment of Deed of Trust, Assignment of Leases And Rents And Security Agreement for the benefit of Lender recorded as Entry No. 10992052, in Book 9841, at Page 3870 in the Official Records in Salt Lake County, Utah, (ii) Assignment of Deed of Trust, Assignment of Leases And Rents And Security Agreement for the benefit of Lender recorded as Entry No. 10991997, in Book 9841, at Page 3493 in the Official Records in Salt Lake County, Utah, and (iii) various endorsements, and/or transfers of the Original Note(s) and Original Loan Documents, Lender is the current owner of the Original Loan Documents.

D. As of the Effective Date, but immediately prior to entering into the Interim Structure Loan Documents, Borrower, Original Borrower and the other parties thereto entered into the Assumption Agreement with Lender, pursuant to which among other things: (1) Lender and Original Borrower reduced the principal amount of the Original Loan to \$78,500,000.00, and thereafter, (2) Original Obligors assigned to New Obligors, and New Obligors assumed, the Original Loan and the Original Loan Documents from Original Obligors, as amended, restated and consolidated pursuant to the terms and conditions of the Interim Structure Loan Documents.

E. In connection with the Assumption Agreement and simultaneously therewith, on the Effective Date, Borrower executed the Interim Structure Loan Documents to which Borrower is a party, including the Interim Structure Note in the original principal amount of

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\$78,500,000.00, and assumed the Interim Structure Loan pursuant to the Interim Structure Loan Documents (the “**Assumption Transaction**”).

F. To accommodate timing issues unique to Original Borrower, on the Effective Date, Lender and New Obligor consented to, and closed, the Assumption Transaction on and subject to the terms and conditions set forth in the Interim Structure Loan Documents (the “**Interim Structure**”).

G. Immediately following the closing of the Assumption Transaction, and subject to the terms and conditions of the Standstill Agreement, Lender and New Obligor continued to investigate, analyze and negotiate different structures and terms and conditions that were (1) acceptable to New Obligor, and (2) more closely aligned with current market conditions, property-level economics and the Trust’s waterfall, which further maximized the timely recovery of principal and interest for the benefit of Lender, on a net present value basis (the “**Final Structure**”).

H. Having identified the Final Structure, Lender and New Obligor now desire to (i) on and subject to the terms and conditions set forth in this Assignment and the other Loan Documents, rescind only the portion of the Assumption Transaction that relates to the Interim Structure and the Interim Structure Loan Documents, rendering only that portion of the Assumption Transaction and the associated Interim Structure Loan Documents *void ab initio*, restoring Lender and each of New Obligor to the same position each was in immediately before the Assumption Transaction solely as it relates to the terms and provisions associated with the Interim Structure and the Interim Structure Loan Documents, and (ii) rescind the Interim Structure Loan Documents, on and subject to the terms and conditions set forth in this Assignment and the other Loan Documents, and execute and deliver the Loan Documents (x) to be effective as of February 1, 2016, (y) as revised to conform to the Final Structure, and (z) in complete replacement of the Interim Structure Loan Documents.

I. In connection with the Final Structure, Borrower desires to execute the Loan Documents to which Borrower is party, including that certain Amended, Restated and Consolidated Promissory Note, executed simultaneously herewith (as the same may be further amended, restated, replaced, supplemented or otherwise modified from time to time in accordance with its terms, the “**Note**”), made by Borrower to Lender, in the principal amount of Fifty-Three Million and No/100 Dollars (\$53,000,000.00).

J. The Note evidences the Loan in the principal sum of Fifty-Three Million and No/100 Dollars (\$53,000,000.00) or so much thereof as may be advanced pursuant to that certain Amended, Restated and Consolidated Loan Agreement, executed simultaneously herewith (as the same may be further amended, restated, replaced, supplemented or otherwise modified from

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time to time in accordance with its terms, the "Loan Agreement"), by and between Lender and Borrower.

K. Lender is not willing implement the Final Structure unless Borrower executes this Assignment and the Loan Documents.

L. Capitalized terms used and not otherwise defined herein shall have the meanings set forth in the Loan Agreement.

AGREEMENT

In consideration of the mutual covenants and agreements herein contained, Lender and Borrower agree and covenant as follows:

1. **Assignment**. Subject to Section 2 hereof, Borrower hereby absolutely and unconditionally sells, assigns, transfers, sets over and delivers to Lender all of Borrower's right, title and interest as an "Owner" under the Condominium Declaration, including but not limited to membership rights, voting rights, powers, and interests under the Condominium Declaration granted to Borrower in its capacity as an Owner under the Condominium Declaration, all ownership interests, and any other rights granted to Borrower in connection with the Property (the legal description of which being set forth on Exhibit "A", attached hereto and incorporated herein by reference) and the management thereof under the Condominium Declaration. Concurrently with Borrower's execution of this Assignment, Borrower is executing an Irrevocable Proxy by which Borrower appoints Lender as its attorney in fact and proxy with regard to all such voting rights, powers and interests.

2. **License**. Notwithstanding the assignments set forth above, so long as (i) no Event of Default (as hereinafter defined) shall have occurred and be continuing under any of the Loan Documents, and (ii) there is no proposed termination of the condominium status of the Property ("Termination Event"), Borrower shall have a license, revocable upon the occurrence and during the continuance of an Event of Default or Termination Event to exercise all rights of Borrower, subject to the limitations hereof and of the terms of the other Loan Documents, that are granted to Borrower in its capacity as an Owner under the Condominium Declaration.

3. **Further Assurances**. Borrower agrees, and, upon Lender's request, Borrower agrees to use commercially reasonable efforts to cause the Association to execute and deliver, upon Lender's request, any documents necessary, proper or desirable in Lender's judgment to carry out the purposes of this Assignment, including, without limitation, additional proxy assignments.

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4. **Event of Default.** An Event of Default under any of the Loan Documents shall constitute a default under this Assignment ("**Event of Default**"). Lender, upon the occurrence and during the continuance of an Event of Default or Termination Event, at its option, upon written notice to Borrower given in the manner provided in the Loan Agreement, shall have the right to terminate and revoke the license hereinabove granted and shall have the complete right and authority then or thereafter to exercise and enforce any and all of its rights and remedies provided herein or by law upon the occurrence and continuance of an Event of Default or to exercise Borrowers voting rights under the Condominium Declaration.

5. **Indemnity.** Lender shall not be liable for any loss sustained by Borrower resulting from Lender's exercise of its rights hereunder unless such loss is caused by the gross negligence or willful misconduct of Lender. Borrower agrees to save, defend, indemnify and hold harmless Lender and its officers, employees and agents harmless from and against any and all Losses (as defined in the Loan Agreement) arising out of or resulting from this Assignment, including, without limitation, the exercise or enforcement of any of the rights of Lender hereunder. Borrower shall reimburse Lender within five (5) days of demand for any and all actual out-of-pocket amounts incurred by Lender in connection with exercising or enforcing its rights under this Assignment, including, without limitation, reasonable attorneys' fees and expenses.

6. **Successors and Assigns.** The covenants and agreements herein contained shall bind and inure to the benefit of the parties hereto and their respective permitted successors and assigns pursuant to the terms and conditions of the Loan Agreement.

7. **Limitation of Liability.** Lender shall not, by virtue of this Assignment, the Mortgage or any other instrument to which Lender may be a party, be or become subject to any liability or obligation of Borrower under the Condominium Declaration or otherwise, unless specifically set forth herein.

8. **Miscellaneous.** This Assignment may not be modified or terminated orally. The term "Lender" shall mean the holder of any interest in the Mortgage, from time to time. The term "person" shall mean any individual, joint venture, corporation, partnership, limited liability company, trust, unincorporated association or other entity. Any inconsistency between the Condominium Declaration and the provisions of this Assignment shall be resolved in favor of this Assignment.

9. **Waivers.** **TO THE FULLEST EXTENT PERMITTED BY LAW, BORROWER AND LENDER EACH HEREBY AGREE NOT TO ELECT A TRIAL BY JURY OF ANY ISSUE TRIABLE OF RIGHT BY JURY, AND WAIVE ANY RIGHT TO TRIAL BY JURY FULLY TO THE EXTENT THAT ANY SUCH RIGHT SHALL NOW OR HEREAFTER EXIST WITH REGARD TO THIS ASSIGNMENT, THE**

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MORTGAGE OR THE OTHER LOAN DOCUMENTS, OR ANY CLAIM, COUNTERCLAIM OR OTHER ACTION ARISING IN CONNECTION THEREWITH. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS GIVEN KNOWINGLY AND VOLUNTARILY BY BORROWER AND LENDER, AND IS INTENDED TO ENCOMPASS INDIVIDUALLY EACH INSTANCE AND EACH ISSUE AS TO WHICH RIGHT TO TRIAL BY JURY WOULD OTHERWISE ACCRUE. BORROWER AND LENDER ARE HEREBY AUTHORIZED TO FILE A COPY OF THIS SECTION IN ANY PROCEEDING AS CONCLUSIVE EVIDENCE OF THIS WAIVER BY EACH OTHER.

10. **Governing Law.** This Assignment shall be governed by and construed in accordance with the laws of the State in which the Property is located.

11. **Counterparts.** This Assignment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Assignment by telecopier shall be effective as delivery of a manually executed counterpart of this Assignment.

12. **Severability.** The terms of this Assignment are severable, and if any provision is declared by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions shall remain in full force and effect and shall in no way be impaired.

[NO FURTHER TEXT ON THIS PAGE]

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AMENDED, RESTATED AND CONSOLIDATED ASSIGNMENT OF CONDOMINIUM RIGHTS

**[SIGNATURE PAGE TO AMENDED, RESTATED AND CONSOLIDATED
ASSIGNMENT OF CONDOMINIUM RIGHTS]**

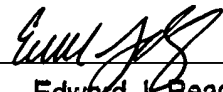
IN WITNESS WHEREOF, Borrower has executed this Assignment to be effective as of the Effective Date.

BORROWER:

VESTAR GATEWAY, LLC,
a Delaware limited liability company

By: SLC Gateway Retail, LLC,
a Delaware limited liability company,
its sole member

By: VGSLM, LLC,
a Delaware limited liability
company,
its managing member

By: 
Name: Edward J. Reading
Title: Manager

[Notary Acknowledgement follows.]

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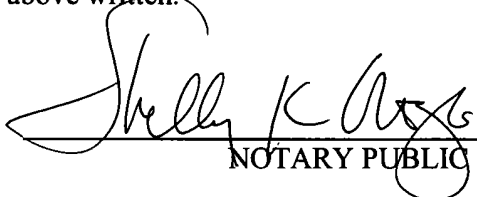
**[Notary Acknowledgement to Amended, Restated and Consolidated
Assignment of Condominium Rights]**

NOTARY ACKNOWLEDGMENT

STATE OF Arizona §
 § ss:
COUNTY OF Maricopa §

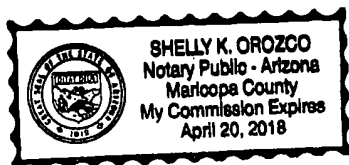
The foregoing instrument was acknowledged before me this 3rd day of May, 2016, by Edward J. Reardon, the Manager of VGSLM, LLC, a Delaware limited liability company, the managing member of SLC Gateway Retail, LLC, a Delaware limited liability company, the sole member of VESTAR GATEWAY, LLC, a Delaware limited liability company, for and on behalf of said 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

[Seal]



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AMENDED, RESTATED AND CONSOLIDATED ASSIGNMENT OF CONDOMINIUM RIGHTS

EXHIBIT A
LEGAL DESCRIPTION

[Follows This Page]

For reference only:

Tax Parcel No. 15-01-177-014
Tax Parcel No. 15-01-177-003
Tax Parcel No. 15-01-177-010
Tax Parcel No. 15-01-177-012
Tax Parcel No. 15-01-177-008
Tax Parcel No. 15-01-131-017
Tax Parcel No. 15-01-131-002
Tax Parcel No. 15-01-131-003
Tax Parcel No. 15-01 -131-007
Tax Parcel No. 15-01 -131-008
Tax Parcel No. 15-01-185-006
Tax Parcel No. 15-01-130-001
Tax Parcel No. 08-36-376-016
Tax Parcel No. 08-36-376-015

Exhibit A

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AMENDED, RESTATED AND CONSOLIDATED ASSIGNMENT OF CONDOMINIUM RIGHTS

EXHIBIT "A"

to that certain
Amended, Restated and Consolidated
Assignment of Condominium Rights

The land situated in **Salt Lake County**, State of Utah and described as follows:

PARCEL 1A:

RETAIL UNITS 1, 2 and 3, and PARKING UNITS 1 and 2, contained within the **GATEWAY BLOCK A**, a Utah Condominium Project as the same is (i) identified in the Record of Survey Map recorded in the office of the Salt Lake County Recorder, Salt Lake County, Utah, on February 26, 2001 as Entry No. 7828968, in Book "2001P", at Page 38 of Plats, as said Record of Survey Map shall have heretofore been amended or supplemented by that certain Record of Survey Map entitled "**GATEWAY PLANETARIUM Amending Gateway Block A, Parking Units 1 and 2, and Retail Units 3 and 4, A Utah Condominium Project**", recorded in the office of the Salt Lake County Recorder, Salt Lake County, Utah, on December 6, 2002 as Entry No. 8448732, in Book "2002P", at Page 352 of Plats, and by that certain **Amendment to Record of Survey Map for GATEWAY BLOCK A-Office Unit 1 & Retail Unit 1 - Sheet 7 of 20**, recorded in the office of the Salt Lake County Recorder on May 11, 2005 as Entry No. 9374564, in Book "2005P", at Page 151 of Plats, and (ii) further identified in the Declaration of Condominium Gateway Block A Condominium Project, recorded in the office of the Salt Lake County Recorder, Salt Lake County, Utah, on February 26, 2001 as Entry No. 7828969, in Book 8427 at Page 4676 (the "Block A Declaration"). TOGETHER WITH the undivided ownership interest in said Project's Common Elements that is appurtenant to said Units as more particularly described in the Block A Declaration. TOGETHER WITH the exclusive right to use (together with Retail Unit 4) the Limited Common Elements designated Retail Limited Common and the exclusive right of use of the Limited Common Elements, if any, designated as Parking Limited Common as more particularly described in the Block A Declaration.

EXCEPTING FROM THE FOREGOING PARCEL 1A:

- (a) The minerals and mineral rights reserved by UNION PACIFIC RAILROAD COMPANY, a corporation of the State of Utah, in that certain Quitclaim Deed recorded September 29, 1960 as Entry No. 1739045, in Book 1745 at Pages 447-449, inclusive, of the Official Records of the Salt Lake County Recorder.
- (b) The minerals and mineral rights reserved by UNION PACIFIC RAILROAD COMPANY, a Delaware corporation, in that certain Special Warranty Deed recorded

Exhibit A

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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.

PARCEL 1B:

The non-exclusive easements, appurtenant to **PARCEL 1A**, as defined, described and created pursuant to the Block A Declaration.

PARCEL 2A:

RETAIL UNITS 1, 2 and 3, PARKING UNIT 1, and CP UNIT 1, contained within the **GATEWAY BLOCK B**, a Utah Condominium Project as the same is (i) identified in the Record of Survey Map recorded in the office of the Salt Lake County Recorder, Salt Lake County, Utah, on February 26, 2001 as Entry No. 7828970, in Book "2001P", at Page 39 of Plats, as said Record of Survey Map has been amended by that certain First Amendment to Declaration of Condominium Gateway Block B Condominium Project and Amendment of Record of Survey Map, recorded May 16, 2002 as Entry No. 8235748, in Book 8598 at Page 7012, of the Official Records of the Salt Lake County Recorder (the "First Amendment to Block B Declaration"), and by that certain Second Amendment to Declaration of Condominium Gateway Block B Condominium Project and Amendment of Record of Survey Map, recorded July 20, 2004 as Entry No. 9125323, in Book 9016 at Page 2655, of the Official Records of the Salt Lake County Recorder (the "Second Amendment to Block B Declaration"), and by that certain **AMENDMENT TO RECORD OF SURVEY MAP GATEWAY BLOCK B, AMENDING GATEWAY BLOCK B-OFFICE UNIT 1 & RETAIL UNIT 1 - SHEET 5 AND 6 OF 16**, recorded in the office of the Salt Lake County Recorder on September 25, 2013 as Entry No. 11730199, in Book "2013P", at Page 193 of Plats, and (ii) further identified in the Declaration of Condominium Gateway Block B Condominium Project, recorded in the office of the Salt Lake County Recorder, Salt Lake County, Utah, on February 26, 2001 as Entry No. 7828971, in Book 8427 at Page 4752, as said Declaration has been amended or supplemented by the First Amendment to Block B Declaration, and by the Second Amendment to Block B Declaration (as amended, the "Block B Declaration"). TOGETHER WITH the undivided ownership interest in said Project's Common Elements that is appurtenant to said Units as more particularly described in the Block B Declaration. TOGETHER WITH the exclusive right to use (together with Retail Unit 4) the Limited Common Elements designated Retail Limited Common as more particularly described in the Block B Declaration.

EXCEPTING FROM THE FOREGOING PARCEL 2A:

- (a) The minerals and mineral rights reserved by UNION PACIFIC LAND RESOURCES CORPORATION in that certain QuitClaim Deed recorded July 26, 1976 as Entry No.

Exhibit A

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2838121 in Book 4277 at Page 335 of the Official Records of the Salt Lake County Recorder.

- (b) The minerals and mineral rights conveyed to UNION PACIFIC LAND RESOURCES CORPORATION in that certain Mineral Deed dated as of April 1, 1971, the existence of which Mineral Deed and mineral rights is disclosed by that certain Donative Quitclaim Deed recorded July 25, 1991 as Entry No. 5101661, in Book 6339 at Pages 2004-2007, inclusive, of the Official Records of the Salt Lake County Recorder.
- (c) 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.

PARCEL 2B:

The non-exclusive easements, appurtenant to **PARCEL 2A**, as defined, described and created pursuant to the Block B Declaration.

PARCEL 3A:

The RETAIL UNIT contained within the **GATEWAY BLOCK C1**, a Utah Condominium Project as the same is (i) identified in the Record of Survey Map recorded in the office of the Salt Lake County Recorder, Salt Lake County, Utah, on December 27, 2000 as Entry No. 7788087, in Book "2000P", at Page 364 of Plats, as said Record of Survey Map shall have heretofore been amended or supplemented by that certain plat entitled "**GATEWAY BLOCK C1-AMENDED**", recorded in the office of the Salt Lake County Recorder, Salt Lake County, Utah, on February 15, 2011 as Entry No. 11134755, in Book "2011P", at Page 18, and (ii) further identified in the Amended and Restated Declaration of Condominium Gateway Block C1 Condominium Project, recorded in the office of the Salt Lake County Recorder, Salt Lake County, Utah, on April 27, 2001 as Entry No. 7881708, in Book 8450 at Page 4761, as said Amended and Restated Declaration shall have heretofore been amended or supplemented by that certain First Amendment to Amended and Restated Declaration of Condominium Gateway Block C1 Condominium Project recorded in the office of the Salt Lake County Recorder, Salt Lake County, Utah, on February 15, 2011 as Entry No. 11134756, in Book 9905, at Page 6380 (as amended, the "Block C1 Declaration"). TOGETHER WITH the undivided ownership interest in said Project's Common Elements that is appurtenant to said Unit as more particularly described in the Block C1 Declaration. TOGETHER WITH the exclusive right to use the Limited Common Elements designated Limited Common Retail as more particularly described in the Block C1 Declaration.

Exhibit A

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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.

PARCEL 3B:

The non-exclusive easements, appurtenant to **PARCEL 3A**, as defined, described and created pursuant to the Block C1 Declaration.

PARCEL 4A:

RETAIL UNIT 1 contained within the **GATEWAY BLOCK C2**, a Utah Condominium Project as the same is (i) identified in the Record of Survey Map recorded in the office of the Salt Lake County Recorder, Salt Lake County, Utah, on December 27, 2000 as Entry No. 7788089, in Book "2000P", at Page 365 of Plats, and (ii) further identified in the Amended and Restated Declaration of Condominium Gateway Block C2 Condominium Project, recorded in the office of the Salt Lake County Recorder, Salt Lake County, Utah, on April 27, 2001 as Entry No. 7881709, in Book 8450 at Page 4843 (the "Block C2 Declaration"). TOGETHER WITH the undivided ownership interest in said Project's Common Elements that is appurtenant to said Unit as more particularly described in the Block C2 Declaration. TOGETHER WITH the exclusive right to use the Limited Common Elements designated Limited Common Retail as more particularly described in the Block C2 Declaration.

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.

PARCEL 4B:

The non-exclusive easements, appurtenant to **PARCEL 4A**, as defined, described and created pursuant to the Block C2 Declaration.

PARCEL 5:

LOTS 3 AND 4, **BOYER GATEWAY**, according to the Subdivision Plat thereof, filed on February 26, 2001 as Entry No. 7828967, in Book "2001P" of Plats at Page 37 of the Official Records of the Salt Lake County Recorder.

Exhibit A

Securitization: JPMorgan, Series 2010-C1
MLS Loan Nos.: 03-0269107 and 03-0269168
Borrower: Vestar Gateway, LLC

Property: 90 South 400 West, Salt Lake City, Utah (Gateway [Rescission])

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EXCEPTING FROM THE FOREGOING PARCEL:

- (a) The minerals and mineral rights conveyed to UNION PACIFIC LAND RESOURCES CORPORATION in that certain Mineral Deed dated as of April 1, 1971, the existence of which Mineral Deed and mineral rights is disclosed by that certain Donative Quitclaim Deed recorded July 25, 1991 as Entry No. 5101661, in Book 6339 at Pages 2004-2007, inclusive, of the Official Records of the Salt Lake County Recorder.
- (b) 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.

PARCEL 6:

The non-exclusive easements, appurtenant to **PARCELS 1A, 2A, 3A, 4A and 5** described herein, as defined, described and created pursuant to that certain Easement Agreement (With Boundary Agreement) recorded January 13, 2000 as Entry No. 7553961, in Book 8336, at Page 1170 of the Official Records of the Salt Lake County Recorder, as amended and/or otherwise affected by that certain Affidavit, dated February 21, 2001, executed by BRIAN GOCHNOUR, recorded February 26, 2001 as Entry No. 7828965, in Book 8427, at Page 4667 of the Official Records of the Salt Lake County Recorder, and by that certain instrument entitled Omnibus Amendment to City Project Agreements, recorded April 22, 2013 as Entry No. 11622650, in Book 10129, at Page 5755 of the Official Records of the Salt Lake County Recorder.

PARCEL 7:

The non-exclusive easement and right of way, appurtenant to **PARCELS 1A, 2A (RETAIL UNITS 1, 2 and 3, and PARKING UNIT 1 of GATEWAY BLOCK B), 3A, 4A and 5** described herein, as defined, described and created pursuant to that certain Plaza Pedestrian and Public Use Easement and Programming Agreement, recorded January 13, 2000 as Entry No. 7553964, in Book 8336, at Page 1240 of the Official Records of the Salt Lake County Recorder (said Agreement having been corrected by an Affidavit recorded August 7, 2000 as Entry No. 7693049, in Book 8379, at Page 5484 of the Official Records of the Salt Lake County Recorder), as amended, supplemented and/or otherwise affected by that certain First Amendment to Plaza Pedestrian and Public Use Easement and Programming Agreement, recorded May 6, 2005 as Entry No. 9370282, in Book 9128, at Page 506 of the Official Records of the Salt Lake County Recorder, and by that certain Joint Omnibus Amendment to Project Agreements, recorded April 22, 2013 as Entry No. 11622651, in Book 10129, at Page 5760 of the Official Records of the Salt Lake County Recorder.

Exhibit A

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MLS Loan Nos.: 03-0269107 and 03-0269168
Borrower: Vestar Gateway, LLC
Property: 90 South 400 West, Salt Lake City, Utah (Gateway [Rescission])

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AMENDED, RESTATED AND CONSOLIDATED ASSIGNMENT OF CONDOMINIUM RIGHTS

PARCEL 8:

The non-exclusive easement and right of way, appurtenant to a **portion of PARCEL 5** described herein, as defined, described and created pursuant to that certain Depot Pedestrian and Public Use Easement, recorded January 13, 2000 as Entry No. 7553966, in Book 8336, at Page 1284 of the Official Records of the Salt Lake County Recorder, as amended, supplemented and/or otherwise affected by that certain First Amendment to Depot Pedestrian and Public Use Easement, recorded May 6, 2005 as Entry No. 9370281, in Book 9128, at Page 497 of the Official Records of the Salt Lake County Recorder.

[The portion of said PARCEL 5 to which the above easement and right of way is appurtenant is more particularly described as follows: LOT 3, **BOYER GATEWAY**, according to the Subdivision Plat thereof, filed on February 26, 2001 as Entry No. 7828967, in Book "2001P" of Plats at Page 37 of the Official Records of the Salt Lake County Recorder.]

PARCEL 9:

The non-exclusive easements, appurtenant to **PARCELS 1A, 2A, 3A, 4A and 5** described herein, as defined, described and created pursuant to that certain Declaration and Establishment of Protective Covenants, Conditions and Restrictions and Grant of Easements, recorded December 27, 2000 as Entry No. 7787948, in Book 8410, at Page 8311 of the Official Records of the Salt Lake County Recorder, as amended, supplemented and/or otherwise affected by that certain First Amendment to Declaration and Establishment of Protective Covenants, Conditions and Restrictions and Grant of Easements", recorded March 1, 2001 as Entry No. 7833680, in Book 8430, at Page 1766 of the Official Records of the Salt Lake County Recorder, and by that certain Second Amendment to Declaration and Establishment of Protective Covenants, Conditions and Restrictions and Grant Of Easements recorded May 6, 2005 as Entry No. 9370284, in Book 9128, at Page 536 of the Official Records of the Salt Lake County Recorder.

PARCEL 10:

The no-build easement, appurtenant to **PARCEL 3A** described herein, as defined and created pursuant to that certain No-Build Easement recorded January 26, 2001 as Entry No. 7806576, in Book 8418, at Page 2110 of the Official Records of the Salt Lake County Recorder.

PARCEL 11:

The non-exclusive easements for pedestrian traffic, vehicular access, and underground utility lines and storm drainage facilities, appurtenant to **PARCELS 1A, 2A, 3A, 4A and 5** described herein, as defined, described and created pursuant to that certain Declaration of Easements recorded April 7, 2003 as Entry No. 8600407, in Book 8772, at Page 5889 of the Official Records of the Salt Lake County Recorder.

Exhibit A

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Borrower: Vestar Gateway, LLC
Property: 90 South 400 West, Salt Lake City, Utah (Gateway [Rescission])

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AMENDED, RESTATED AND CONSOLIDATED ASSIGNMENT OF CONDOMINIUM RIGHTS

PARCEL 12:

The non-exclusive encroachment right, appurtenant to a **portion of PARCEL 5** described herein, as defined, described and created pursuant to that certain Encroachment Agreement recorded May 6, 2005 as Entry No. 9370291, in Book 9128, at Page 595 of the Official Records of the Salt Lake County Recorder.

[The portion of PARCEL 5 to which the above mentioned encroachment right is appurtenant is more particularly described as: LOT 4, **BOYER GATEWAY**, according to the Subdivision Plat thereof, filed on February 26, 2001 as Entry No. 7828967, in Book "2001P" of Plats at Page 37 of the Official Records of the Salt Lake County Recorder.]

PARCEL 13:

The non-exclusive easements, appurtenant to **PARCELS 1A, 2A, 3A, 4A and 5** described herein, as defined, described and created pursuant to that certain Declaration of Covenants, Restrictions and Easements (The Gateway--Retail Parcels) recorded May 6, 2005 as Entry No. 9370292, in Book 9128, at Page 605 of the Official Records of the Salt Lake County Recorder, as amended by that certain Amendment to Declaration of Covenants, Restrictions and Easements recorded May 31, 2005 as Entry No. 9390612, in Book 9137, at Page 7862 of the Official Records of the Salt Lake County Recorder, over, upon and within (a) Lots 5 and 6, **BOYER GATEWAY**, according to the Subdivision Plat thereof, filed on February 26, 2001 as Entry No. 7828967, in Book "2001P" of Plats at Page 37 of the Official Records of the Salt Lake County Recorder, and (b) Lots 7A and 7B, **GATEWAY 6 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.

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.

PARCEL 14:

The non-exclusive easement for the purpose of emergency pedestrian ingress and egress, appurtenant to **Lot 4 of PARCEL 5** described herein, as defined, described and created pursuant to that certain Declaration of Easement (Emergency Ingress & Egress) recorded January 10, 2006 as Entry No. 9606025, in Book 9241, at Page 9418 of the Official Records of the Salt Lake County Recorder, through those portions of the building located on Lot 5, **BOYER GATEWAY**, according to the Subdivision Plat thereof, filed on February 26, 2001 as Entry No. 7828967, in

Exhibit A

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Book "2001P" of Plats at Page 37 of the Official Records of the Salt Lake County Recorder, identified in said Declaration of Easement as the "Easement Area".

PARCEL 15:

The non-exclusive easement for pedestrian use, appurtenant to **Lot 4 of PARCEL 5** described herein, as defined, described and created pursuant to that certain Declaration of Bridge Covenants and Easements (The Gateway--Retail Parcels) recorded January 22, 2008 as Entry No. 10328082, in Book 9561, at Page 1129 of the Official Records of the Salt Lake County Recorder, across the portion of the Bridge identified in said Declaration located on Lot 6, BOYER GATEWAY, according to the Subdivision Plat thereof, filed on February 26, 2001 as Entry No. 7828967, in Book "2001P" of Plats at Page 37 of the Official Records of the Salt Lake County Recorder.

Exhibit A

Securitization: JPMorgan, Series 2010-C1

MLS Loan Nos.: 03-0269107 and 03-0269168

Borrower: Vestar Gateway, LLC

Property: 90 South 400 West, Salt Lake City, Utah (Gateway [Rescission])

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AMENDED, RESTATED AND CONSOLIDATED ASSIGNMENT OF CONDOMINIUM RIGHTS