

Recording Requested by

First American Title Insurance Company

When Recorded Mail to:

Seyfarth Shaw LLP  
601 South Figueroa Street, Suite 3300  
Los Angeles, California 90017  
Attn: Stacy N. Paek, Esq.

APN(s): 15-01-131-016-0000 - Gateway 1  
15-01-177-013-0000 - Gateway 3  
15-01-176-019-0000 - Gateway 5  
08-36-376-041-0000 - Gateway 6

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**ASSIGNMENT OF LEASES, RENTS, INCOME  
AND CASH COLLATERAL**

This ASSIGNMENT OF LEASES, RENTS, INCOME AND CASH COLLATERAL (this "Assignment"), is made as of the 10<sup>th</sup> day of September, 2024, from BCAL GATEWAY PROPERTY LLC, a Delaware limited liability company ("Assignor"), having an office at c/o Beacon Capital Partners, LLC, 200 State Street, 5th Floor, Boston, Massachusetts 02109, to NEW YORK LIFE INSURANCE COMPANY, a New York mutual insurance company ("Assignee"), having an office at 51 Madison Avenue, New York, New York 10010-1603.

**RECITALS:**

- A. Assignee is contemporaneously herewith making a loan (the "Loan") to Assignor in the maximum principal sum of Fifty-Nine Million Six Hundred Twenty-Five Thousand Eight Hundred One and 00/100 Dollars (\$59,625,801.00).
- B. In connection with the Loan, Assignor is contemporaneously herewith executing and delivering to Assignee a promissory note ("Note") of even date herewith payable to Assignee in the maximum principal amount of Fifty-Nine Million Six Hundred Twenty-Five Thousand Eight Hundred One and 00/100 Dollars (\$59,625,801.00), in lawful money of the United States of America; the terms and conditions of which Note are hereby incorporated herein and made a part hereof.
- C. The Note shall be secured by that certain Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing ("Deed of Trust"), dated as of the date hereof, from Assignor, as trustor, to Assignee, as beneficiary.

NCS-1224836-DNT1

- D. It is a condition to Assignee making the Loan that Assignor enter into this Assignment and consummate the transactions contemplated hereby.
- E. All capitalized terms used in this Assignment and not expressly defined herein shall have the meanings assigned to such terms in the Deed of Trust.

**AGREEMENT:**

In consideration of the sum of Ten Dollars (\$10.00) and other good, valuable and lawful consideration, the receipt and sufficiency of which are hereby acknowledged, and as additional security for the payment and performance of the Obligations, Assignor hereby collaterally assigns to Assignee in accordance with the Utah Uniform Assignment of Rents Act, Utah Code Ann. Section 57-26-101 et seq. (the "Utah Act") and grants a security interest in and to, in accordance with the Utah Uniform Commercial Code, Utah Code Ann. Section 70A-9a-101 et seq. (the "Utah UCC") all right, title and interest of Assignor in and to:

- (a) all existing or future leases, licenses, tenancies, occupancies, subleases, franchises, concessions or other agreements (each a "Lease" and collectively, "Leases") (the lessee, licensee, occupant, subtenant, franchisee or concessionee, as applicable, under any Lease, shall be referred to as "Lessee" and collectively as "Lessees") of or in any way affecting the use or occupancy of all or any part of the (i) land ("Land"), more particularly described in Exhibit A hereto, including, without limitation, oil, gas and mineral leases and agreements and/or (ii) buildings, structures or improvements now or hereafter located on the Land (collectively, "Improvements"; the Land and Improvements are herein collectively called "Premises"), together with all extensions, renewals, modifications or replacements thereof and all guarantees of any or all of the obligations of any Lessee pursuant to any Lease; and
- (b) all rents, "rents" as defined in the Utah Act, income, receipts, revenues, issues, profits, cash collateral, royalties, income and other benefits now due or which may become due or to which Assignor may now or shall hereafter (including during any period of redemption) become entitled or may demand or claim, arising or issuing from or out of the Leases or from or out of the Secured Property or any part thereof, including, without limitation, all minimum, additional, deficiency or percentage rents, all tax and insurance contributions, all liquidated or other damages related to any Lease, all premiums and other sums payable by any Lessee upon the exercise of a cancellation or other privilege provided in any Lease, all proceeds payable pursuant to all condemnation awards or settlements, all policies of insurance or settlements thereof covering the Premises or any part thereof or any loss of rents affecting the Premises or any part thereof, all income and other amounts received or receivable from the Leases or the Premises in any form, including, without limitation, all proceeds from vending, parking, advertising, laundry, maintenance, cafeteria, club or other

commercial operations conducted at or in connection with the Premises, all common area maintenance, service, cable, utility or other charges affecting the Premises or any of the Leases, all tax, insurance or other refunds affecting the Premises, all repayments for tenant improvements or work, together with all rights and claims of any kind which Assignor may have against any Lessee (all of the foregoing are herein called "Rents"), including but not limited the immediate and continuing right to collect and receive the foregoing;

Together with all right, power and authority of Assignor to amend any of the Leases and enforce the provisions thereof.

TO HAVE AND TO HOLD the foregoing upon the trusts, covenants and agreements set forth herein.

It is agreed that Assignor is hereby granted by Assignee the right ("License") to manage and operate the Secured Property, including, without limitation, the right to collect the Rents, as they respectively become due, but not more than one month in advance (except as otherwise provided in Section 8(e) below), and to enter into and enforce the Leases, unless and until there is an Event of Default. In the event of such an Event of Default, however, Assignee shall not be required to take any action whatsoever, including, without limitation, instituting legal proceedings of any kind to terminate Assignor's right granted hereby or enforce any of the other provisions or remedies contained in this Assignment.

Assignor hereby covenants and agrees as follows:

1. Assignee as Creditor. Notwithstanding the License, if an Event of Default exists, Assignor intends to constitute Assignee as the creditor of each Lessee in respect of assignments for the benefit of creditors in all bankruptcy, reorganization, insolvency, dissolution or receivership proceedings affecting such Lessee (without obligation, on the part of Assignee, to file or make timely filings of claims in such proceedings or otherwise to pursue any creditors' rights therein). Assignee may, at its option, apply any monies received by Assignee as such creditor in reduction of the Obligations.

2. Rights and Remedies. Upon the occurrence and during the continuance of an Event of Default, the License shall automatically cease and terminate. After the occurrence and during the continuance of an Event of Default, Assignee may, at its option, enter and take possession of the Premises, or any part thereof, and perform all acts that Assignee deems necessary for the management, operation and maintenance of the Premises and exercise any right or remedy under the Utah UCC or the Utah Act, and otherwise exercise all rights and remedies available to it under the Utah UCC or the Utah Act or other applicable law. However, without electing to exercise Assignee's right to enter, take over and assume the management, operation and maintenance of the Premises, Assignee, at Assignee's option, may elect to collect the Rents and to enforce payment of the Rents and/or performance of any or all of the other terms and provisions of the Leases and/or exercise any or all rights and privileges of Assignor thereunder, including, without limitation, the rights to fix or modify Rents, to bring or defend any suits in connection with the possession of the

Premises or any part thereof in its own name or in Assignor's name, and/or to relet the Premises or any part thereof. During the continuance of an Event of Default, Assignee shall, from time to time, apply all Rents, after payment of all proper costs and charges, including, without limitation, all monies due from Assignor pursuant to Section 6, to the Obligations. During the continuance of an Event of Default, Assignee may determine, in its sole discretion, the manner of the application of the Rents, the reasonableness of the costs and charges to which the Rents are applied and the item or items which shall be credited thereby. Assignee's entry and taking possession of the Premises, or any part thereof, may be made, at Assignee's option, either by actual entry and possession or by notice to the last owner of the Premises appearing on Assignee's records and no further authorization shall be required. Assignee shall be accountable only for Rents actually received by it pursuant to this Assignment. Notwithstanding any action taken by Assignee pursuant to this Assignment, neither the assignment made pursuant hereto nor any such action shall constitute Assignee as a "mortgagee in possession."

3. Termination of Assignment. Upon payment to Assignee of the full amount of the Obligations, as evidenced by a recorded satisfaction or release of the Deed of Trust, this Assignment shall be void and of no effect.

4. Consent to Payment of Rents. Assignor irrevocably consents that Lessees, upon demand and notice from Assignee of an Event of Default, shall pay the Rents to Assignee without liability of Lessees for the determination of the actual existence of any Event of Default claimed by Assignee. Assignor irrevocably authorizes and directs each Lessee, upon receipt of any notice from Assignee of an Event of Default, to pay to Assignee the Rents. Each such Lessee may rely on any such notice from Assignee, and shall pay all Rents to Assignee, without any obligation and without any right to inquire as to whether any Event of Default actually exists. Assignor shall not have any claim against any Lessee for any Rents so paid by any Lessee to Assignee. After the curing of all Events of Default, Assignee shall give written notice thereof to Lessees. Thereafter, until further notice from Assignee, Lessees shall pay the Rents to Assignor.

5. Right to Further Assignment. Assignee may assign Assignee's right, title, and interest in the Leases to any subsequent holder of the Deed of Trust and to any person acquiring title to the Premises through foreclosure or otherwise. The receipt by Assignee of any Rents pursuant to this Assignment after the institution of foreclosure proceedings pursuant to the Deed of Trust shall not cure any Event of Default nor affect such proceedings or any sale pursuant thereto.

6. Indemnity. Assignor hereby agrees to indemnify and hold Assignee harmless from and against all liability, loss or damage which Assignee may incur (a) pursuant to any Lease, (b) by reason of this Assignment, (c) arising from any action taken by Assignee pursuant to this Assignment, (d) as a result of any claims or demands which may be asserted against Assignee by reason of any alleged obligation of Assignee pursuant to any Lease or this Assignment, or (e) as a result of the enforcement (or attempted enforcement) of this indemnity. Notwithstanding anything in this Section 6 to the contrary, Assignor's indemnification obligations pursuant to the foregoing indemnity shall exclude any matters to the extent that such matters arise (i) from Assignee's gross negligence or willful misconduct or (ii) from matters which first occur after Assignee or any other Indemnified Party takes title to or possession of the Secured Property; provided, however, that

with respect to clause (ii) above, Assignor shall bear the burden of proving that any such matters occurred during Assignee's or such other Indemnified Party's period of ownership or possession. Nothing herein contained shall be construed to bind Assignee to the performance of any of the terms and provisions contained in any of the Leases, or otherwise to impose any obligation on Assignee, including, without limitation, any liability pursuant to the covenant of quiet enjoyment contained in any Lease in the event that any Lessee is joined as a party defendant in any action to foreclose the Deed of Trust and is barred and foreclosed thereby of all right, title, interest and equity of redemption in the Premises to the maximum extent permitted by applicable law. Prior to actual entry and taking possession of the Premises by Assignee, this Assignment shall not operate to place responsibility for the control, care, management or repair of the Premises upon Assignee or for the carrying out of any of the terms and provisions of any Lease. If Assignee incurs any liability by reason of any actual entry and taking possession of all or any part of the Premises or for any other reason or occurrence or sustains any loss or damage pursuant to any Lease or pursuant to or by reason of this Assignment or in the defense of any such claims or demands, Assignor shall immediately, upon demand, reimburse Assignee for the amount of such liability, loss or damage, plus interest thereon (which interest shall accrue at the Increased Rate following ten (10) days after such demand, or at the highest rate permitted by law, whichever is less), from the date on which Assignee pays any amount for such liability, loss or damage to the date Assignor repays to Assignee, in full, such amount and such interest, together with all related costs, expenses and attorneys' fees paid by Assignee. Notwithstanding anything in this Section 6 to the contrary, Assignor's payment obligations pursuant to the foregoing sentence shall exclude any matters to the extent that such matters arise (x) from Assignee's gross negligence or willful misconduct or (y) from matters which first occur after Assignee or any other Indemnified Party takes title to or possession of the Secured Property; provided, however, that with respect to clause (y) above, Assignor shall bear the burden of proving that any such matters first occurred during Assignee's or such other Indemnified Party's period of ownership or possession. From time to time, while an Event of Default exists, Assignee may (I) collect and retain possession of the Rents and (II) apply them in satisfaction of, or reimbursement for, all sums due pursuant to the preceding sentence.

7. Representations and Warranties. Assignor hereby represents and warrants that, except as otherwise set forth in any tenant estoppel certificate delivered to Assignee in connection with the Loan, or in the Rent Roll Certification dated of even date herewith, executed by Assignor in connection with the Loan:

- (a) Assignor is the absolute owner of each Lease with full right and title to assign the same and the Rents thereunder to Assignee;
- (b) to Assignor's knowledge, each Lease is valid and in full force and effect;
- (c) there is no outstanding assignment or pledge of the Leases or of the Rents due or to become due thereunder other than to Assignee;
- (d) to Assignor's knowledge, no Lessee has any defense, set-off or counterclaim against Assignor;

- (e) to Assignor's knowledge after due inquiry, each Lessee is in possession of its leased space and has commenced payment of Rent thereunder, and all Rents and other charges due and payable under the Leases have been paid;
- (f) no Rents payable pursuant to any Lease have been or will be anticipated, discounted, released, waived, compromised or otherwise discharged, except as may be expressly permitted by such Lease;
- (g) to Assignor's knowledge after due inquiry, all Improvements and the leased space demised and let pursuant to each Lease have been completed to the satisfaction of the applicable Lessee;
- (h) no Rents have been prepaid more than thirty (30) days in advance of its due date, except as expressly provided pursuant to the applicable Lease;
- (i) to Assignor's knowledge after due inquiry, there is no existing material default or breach of any covenant or condition on the part of any Lessee or lessor under any Lease;
- (j) there are no options to purchase all or any portion of the Secured Property contained in any Lease;
- (k) there are no options to renew, cancel, extend or expand by any Lessee, except as stated in the Leases; and
- (l) there are no amendments of or modifications to any Lease, except as disclosed in writing to Assignee.

8. Covenants Regarding Leases. Unless Assignee provides its prior written consent in each instance, Assignor shall not:

- (a) lease, or permit the leasing on behalf of Assignor, to any Person all or any part of the space in, on or over any of the Premises;
- (b) cancel, terminate or accept a surrender, or suffer or permit any cancellation, termination or surrender, of any Lease or any guaranty of any Lease, except in the event of the Lessee's default or pursuant to any termination or cancellation option set forth in such Lease;
- (c) except for modifications entered into in implementation of a right or option contained in the applicable Lease, modify or amend any Lease so as to (i) reduce the term thereof or the Rents payable thereunder, (ii) change any renewal provision contained therein, (iii) otherwise increase any obligation of Assignor thereunder, or (iv) reduce any obligation of any Lessee thereunder;

- (d) commence any summary proceeding or other action to recover possession of any space demised pursuant to any Lease, other than a proceeding brought in good faith by reason of a default of any Lessee;
- (e) receive or collect, or permit the receipt or collection of, any Rents for more than one month in advance of the payment due dates, except for the first month's rent paid upon execution of a Lease and/or except for advance rent paid by telecommunications providers and drop-box providers in an amount not to exceed Two Thousand Five Hundred Dollars (\$2,500);
- (f) take any other action with respect to any Lease which is reasonably likely to impair the security of Assignee pursuant to this Assignment or the Deed of Trust;
- (g) extend any Lease other than in accordance with the terms presently provided for therein;
- (h) execute any agreement or instrument, or create or permit a lien, which may be or become superior to any Lease (other than this Assignment, the other Loan Instruments and other Permitted Encumbrances);
- (i) suffer or permit to occur any release of liability of any Lessee or the accrual of any right in any Lessee to withhold payment of any Rent, other than as required pursuant to the terms of the applicable Lease;
- (j) sell, assign, transfer, mortgage, pledge or otherwise dispose of or encumber, whether by merger, consolidation, operation of law or otherwise, any Lease or any Rents, except in favor of Assignee;
- (k) alter, modify or change the terms of any guaranty of any Lease or consent to the release of any party thereto, except as required pursuant to the terms of such guaranty or the Lease to which it relates;
- (l) request, consent, agree to, or accept, the subordination of any Lease to any mortgage or deed of trust (other than the Deed of Trust) or other encumbrance (other than the Permitted Encumbrances) now or hereafter affecting the Premises; or
- (m) consent to the assignment of any Lease or any subletting of the Premises demised pursuant to any Lease, unless the consent is required to be given pursuant to the terms of the applicable Lease or unless the Lessee is not released from liability thereunder.

9. Application of Rents. Assignor shall use and apply all Rents first to the payment and performance of the Obligations in accordance with the Cash Management Agreement.

10. Further Assurances. Assignor shall execute and deliver to Assignee such further instruments as Assignee may deem necessary to make this Assignment and each further assignment affecting the Leases, the Rents or the Premises fully effective. Assignor hereby appoints Assignee, and its successors and assigns, as its agent and attorney-in-fact to execute and deliver, on behalf of Assignor, all such instruments, if Assignor fails to do so within ten (10) days of Assignee's request therefor. Such appointment shall be deemed to be coupled with an interest and to be irrevocable.

11. Cancellation Proceeds. If any Lease permits cancellation thereof upon the payment of any consideration and such privilege of cancellation is exercised, Assignor hereby assigns to Assignee all payments made or to be made by reason thereof. Any such payment shall be deposited into the Cash Management Account for application in accordance with the terms of the Cash Management Agreement.

12. Assignor's Covenants. Assignor shall faithfully perform the lessor's covenants under the Leases. Assignor shall neither do, nor neglect to do, nor permit to be done (other than enforcing the terms of such Leases and exercising the lessor's remedies thereunder following a default or event of default on the part of any Lessee in the performance of its obligations pursuant to the Lease or otherwise with Assignee's consent, unless such consent is not required under the Loan Instruments), anything which may cause the modification or termination of any of the Leases, or of the obligations of any Lessee or any other person claiming through such Lessee, or which may diminish or impair the value of any Lease or the rents provided for therein, or the interest of the lessor or of Assignee therein or thereunder. Each Lease entered into after the date hereof shall make provision for the attornment of the Lessee thereunder to any person succeeding to the interest of Assignor as the result of any judicial or nonjudicial foreclosure or transfer in lieu of foreclosure under the Deed of Trust, such provision to be in form and substance approved by Assignee, provided that nothing herein shall be construed to require Assignee to agree to recognize the rights of any Lessee under any Lease following any such foreclosure or transfer in lieu thereof unless Assignee shall expressly hereafter agree thereto in writing with respect to a particular Lease.

13. Notice of Default. Assignor shall give Assignee prompt notice of any notice of any material default or any "Event of Default," or any notice of exercise of a right of extension, renewal, expansion, cancellation or surrender given to or received from or on behalf of any Lessee with respect to any Lease and shall furnish Assignee with a copy of each such notice.

14. Continued Validity. No variation of the terms of any Loan Instrument, including any increase or decrease in the principal amount of the Obligations or in the rate of interest payable pursuant to any Loan Instrument, nor any extension of time for payment thereunder, shall impair the assignment of the Leases and Rents in accordance with the terms of this Assignment.

15. Additional Security. Without prejudice to any of its rights pursuant to this Assignment, Assignee may (a) take security in addition to the security already given Assignee for the payment of the Obligations, (b) release any security given pursuant to the Loan Instruments, (c) release any Person primarily or secondarily liable on the Obligations, (d) grant or make extensions, renewals, modifications or indulgences with respect to the Loan Instruments and replacements thereof, which replacements of the Loan Instruments may be on the same or on terms



different from the present terms of the Loan Instruments, and (e) while an Event of Default exists, apply any security theretofore held by Assignee to the satisfaction of all or any part of the Obligations.

16. Interpretation. The headings of the Sections of this Assignment are for the convenience of reference only, are not to be considered a part hereof, and shall not limit or otherwise affect any of the terms hereof. As used in this Assignment, words such as "hereby," "herein," "hereof," "hereto" and "hereunder" refer to this Assignment as a whole, and not to any particular Section or clause hereof. Whenever the singular or plural number, masculine or feminine or neuter gender is used herein, it shall equally include the other.

17. Notices. All notices, demands, consents, requests or other communications that are permitted or required to be given by any party to the other hereunder shall be in writing and given in the manner specified in Section 5.07 of the Deed of Trust.

18. Amendment in Writing. No change, amendment, modification, abridgement, cancellation or discharge hereof, or of any part hereof, shall be valid, unless consented to in writing by Assignee and (except for any cancellation or discharge) Assignor.

19. Applicable Law. This Assignment shall be construed and enforced according to the law of the State of Utah, other than such law with respect to conflicts of laws.

20. Invalid Provisions to Affect No Others. The unenforceability or invalidity of any provision or provisions of this Assignment as to any persons or circumstances shall not render that provision or those provisions unenforceable or invalid as to any other persons or circumstances, and all provisions hereof, in all other respects, shall remain valid and enforceable.

21. No Waiver or Release. Any failure by Assignee to insist upon the strict performance by Assignor of any of the terms and provisions hereof shall not be deemed to be a waiver of any of the terms and provisions hereof, and Assignee, notwithstanding any such failure, shall have the right thereafter to insist upon the strict performance by Assignor of any and all of the terms and provisions of this Assignment to be performed by Assignor.

22. Cumulative Rights. The rights of Assignee arising under this Assignment and the other Loan Instruments shall be separate, distinct and cumulative and none of them shall be in exclusion of the others. No act of Assignee shall be construed as an election to proceed under any one provision herein or in any other Loan Instrument to the exclusion of any other provision, anything herein or otherwise to the contrary notwithstanding.

23. No Merger or Termination. The Leases shall not terminate and shall remain in full force and effect irrespective of any merger of the interest of the lessor and Lessee thereunder.

24. Successors and Assigns. This Assignment shall be binding upon Assignor and its successors and assigns, and shall inure to the benefit of Assignee, its successors and assigns. The covenants contained in this Assignment shall run with the land and, in addition to having the

binding effect stated above, shall bind all subsequent encumbrances, lessees and sublessees of the Secured Property.

25. Utah Uniform Assignment of Rents Act. This Assignment is subject to the Utah Act and in the event of any conflict or inconsistency between the provisions of this Assignment and the provisions of the Utah Act, the provisions of the Utah Act shall control and Assignee shall have all rights and remedies available under the Utah Act which rights and remedies shall be cumulative with all rights and remedies hereunder.

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IN WITNESS WHEREOF, Assignor has duly executed this Assignment as of the day and year first above written.

ASSIGNOR:

BCAL GATEWAY PROPERTY LLC,  
a Delaware limited liability company

By: *John H. Lawrence*

Name: John H. Lawrence

Title: Senior Managing Director

COMMONWEALTH OF MASSACHUSETTS )  
 ) ss  
COUNTY OF SUFFOLK )

On this 6<sup>th</sup> day of September, 2024, before me, the undersigned notary public, personally appeared John H. Lawrence, proved to me through satisfactory evidence of identification which was personal knowledge to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose as Managing Director of BCal Gateway Property LLC as the free act and deed of BCal Gateway Property LLC.

*Kirsten Hoffman*

Notary Public

My Commission Expires: 5/15/31  
(Official Signature and Seal of Notary)

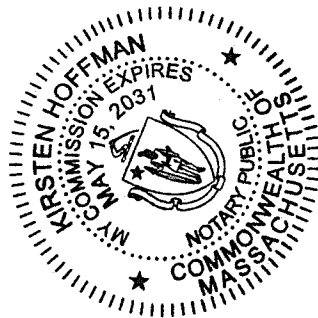


EXHIBIT A

**Legal Description of the Land**

Real property in the City of Salt Lake City, County of Salt Lake, State of Utah, described as follows:

PARCEL 1:

OFFICE UNIT 1, CONTAINED WITHIN THE GATEWAY BLOCK B, A UTAH CONDOMINIUM PROJECT AS THE SAME IS 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 2001, 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, 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, AND BY AND THAT CERTAIN AMENDMENT TO RECORD OF SURVEY MAP GATEWAY BLOCK B, AMENDING GATEWAY BLOCK-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 2013, AT PAGE 193 OF PLATS) AND 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 THAT CERTAIN FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM GATEWAY BLOCK B CONDOMINIUM PROJECT AND AMENDMENT TO 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, 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, AND BY THAT CERTAIN THIRD AMENDMENT TO DECLARATION OF CONDOMINIUM GATEWAY BLOCK B CONDOMINIUM PROJECT AND AMENDMENT OF RECORD OF SURVEY MAP RECORDED JANUARY 27, 2023 AS ENTRY NO. 14066594 IN BOOK 11397 AT PAGE 9088 OF THE OFFICIAL RECORDS OF THE SALT LAKE COUNTY RECORDER). TOGETHER WITH THE UNDIVIDED OWNERSHIP INTEREST IN SAID PROJECT'S COMMON ELEMENTS THAT IS APPURTENANT TO SAID UNIT AS MORE PARTICULARLY DESCRIBED IN SAID DECLARATION, AS HERETOFORE AMENDED.

PARCEL 1A:

A PARKING LICENSE AGREEMENT RECORDED JULY 20, 2004 AS ENTRY NO. 9125321, IN BOOK 9016, AT PAGE 2635 OF THE OFFICIAL RECORDS OF THE SALT LAKE COUNTY RECORDER, AS AMENDED, SUPPLEMENTED AND/OR OTHERWISE AFFECTED BY THAT CERTAIN FIRST AMENDMENT TO PARKING LICENSE AGREEMENT RECORDED MAY 6, 2008 AS ENTRY NO. 9370288, IN BOOK 9128, AT PAGE 573 OF THE OFFICIAL RECORDS OF THE SALT LAKE COUNTY RECORDER, IN AND TO THE FOLLOWING DESCRIBED PROPERTY, TO-WIT: PARKING UNIT 1, CONTAINED WITHIN THE GATEWAY BLOCK B, A UTAH CONDOMINIUM PROJECT AS THE SAME IS 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 2001, 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, 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 PAGE 2655, OF THE OFFICIAL RECORDS OF THE SALT LAKE COUNTY RECORDER, 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 2013, AT PAGE 193 OF PLATS) AND 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 THAT CERTAIN FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM GATEWAY BLOCK B CONDOMINIUM PROJECT AND AMENDMENT TO 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, 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, AND BY THAT CERTAIN THIRD AMENDMENT TO DECLARATION OF CONDOMINIUM GATEWAY BLOCK B CONDOMINIUM PROJECT AND AMENDMENT OF RECORD OF SURVEY MAP RECORDED JANUARY 27, 2023 AS ENTRY NO. 14066594 IN BOOK 11397 AT PAGE 9088 OF THE OFFICIAL RECORDS OF THE SALT LAKE COUNTY RECORDER).

**PARCEL 1B:**

THE NON-EXCLUSIVE EASEMENTS, APPURTENANT TO PARCEL 1 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 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 1C:

THE NON-EXCLUSIVE EASEMENTS, APPURTENANT TO PARCEL 1 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 EASEMENT 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 1D:

THE NON-EXCLUSIVE EASEMENTS, APPURTENANT TO PARCEL 1 DESCRIBED HEREIN, AS DEFINED, DESCRIBED AND CREATED PURSUANT TO THAT CERTAIN DECLARATION OF CONDOMINIUM GATEWAY BLOCK B CONDOMINIUM PROJECT, RECORDED FEBRUARY 26, 2001 AS ENTRY NO. 7828971, IN BOOK 8427, AT PAGE 4752 OF THE OFFICIAL RECORDS OF THE SALT LAKE COUNTY RECORDER, AS SAID DECLARATION WAS AMENDED, SUPPLEMENTED AND/OR OTHERWISE AFFECTED 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, 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, AND BY THAT CERTAIN THIRD AMENDMENT TO DECLARATION OF CONDOMINIUM GATEWAY BLOCK B CONDOMINIUM PROJECT AND AMENDMENT OF RECORD OF SURVEY MAP RECORDED JANUARY 27, 2023 AS ENTRY NO. 14066594 IN BOOK 11397 AT PAGE 9088 OF THE OFFICIAL RECORDS OF THE SALT LAKE COUNTY RECORDER.

PARCEL 1E:

THE NON-EXCLUSIVE EASEMENTS FOR PEDESTRIAN TRAFFIC, VEHICULAR ACCESS, AND UNDERGROUND UTILITY LINES AND STORM DRAINAGE FACILITIES, APPURTENANT TO PARCEL 1 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.

PARCEL 2:

OFFICE UNIT 1, CONTAINED WITHIN THE GATEWAY BLOCK A,, A UTAH CONDOMINIUM PROJECT, AS 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 2001, AT PAGE 38 OF PLATS (AS SAID RECORD OF SURVEY MAP SHALL HAVE HERETOFORE BEEN AMENDED OR SUPPLEMENTED, INCLUDING, WITHOUT LIMITATION, 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 2002, AT PAGE 352 OF PLATS, AND THAT CERTAIN AMENDMENT TO RECORD OF SURVEY MAP OF 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 2005, AT PAGE 151 OF PLATS), AND AS 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, AS AMENDED BY THAT CERTAIN FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM GATEWAY BLOCK A CONDOMINIUM PROJECT AND AMENDMENT TO RECORD OF SURVEY MAP RECORDED JANUARY 27, 2023 AS ENTRY NO. 14066595 IN BOOK 11397 PAGE 9108 OF OFFICIAL RECORDS (AS SAID DECLARATION MAY HAVE HERETOFORE BEEN AMENDED OR SUPPLEMENTED). TOGETHER WITH THE UNDIVIDED OWNERSHIP INTEREST IN SAID PROJECT'S COMMON ELEMENTS THAT IS APPURTENANT TO SAID UNIT AS MORE PARTICULARLY DESCRIBED IN SAID DECLARATION (AS HERETOFORE AMENDED AND/OR SUPPLEMENTED).

PARCEL 2A:

A PARKING LICENSE AGREEMENT RECORDED OCTOBER 10, 2003 AS ENTRY NO. 8848851, IN BOOK 8894, AT PAGE 9334 OF THE OFFICIAL RECORDS OF THE SALT LAKE COUNTY RECORDER, AS AMENDED, SUPPLEMENTED AND OTHERWISE AFFECTED BY THAT CERTAIN INSTRUMENT ENTITLED FIRST AMENDMENT TO PARKING LICENSE AGREEMENT (GATEWAY OFFICE 3 ), RECORDED MAY 6, 2005 AS ENTRY NO. 9370289, IN BOOK 9128, AT PAGE 580 OF THE OFFICIAL RECORDS OF THE SALT LAKE COUNTY RECORDER, IN AND TO THE FOLLOWING DESCRIBED PROPERTY, TO-WIT: PARKING UNITS 1 AND 2, CONTAINED WITHIN THE GATEWAY BLOCK A, A UTAH CONDOMINIUM PROJECT, AS 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 2001, AT PAGE 38 OF PLATS (AS SAID RECORD OF SURVEY MAP SHALL HAVE HERETOFORE BEEN AMENDED OR SUPPLEMENTED, INCLUDING, WITHOUT LIMITATION, 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 2002, AT PAGE 352 OF PLATS, AND THAT CERTAIN AMENDMENT TO RECORD OF SURVEY MAP OF 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 2005, AT PAGE 151 OF PLATS), AND AS 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, AND AS AMENDED BY THAT CERTAIN FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM GATEWAY BLOCK A CONDOMINIUM PROJECT AND AMENDMENT TO RECORD OF SURVEY MAP RECORDED JANUARY 27, 2023 AS ENTRY NO. 14066595 IN BOOK 11397 PAGE 9108 OF OFFICIAL RECORDS (AS SAID DECLARATION MAY HAVE HERETOFORE BEEN AMENDED OR SUPPLEMENTED).

PARCEL 2B:

THE NON-EXCLUSIVE EASEMENTS, APPURTENANT TO PARCEL 2 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 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 2C:

THE NON-EXCLUSIVE EASEMENTS, APPURTENANT TO PARCEL 2 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 EASEMENT 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 2D:



THE NON-EXCLUSIVE EASEMENTS, APPURTENANT TO PARCEL 2 DESCRIBED HEREIN, AS DEFINED, DESCRIBED AND CREATED PURSUANT TO THAT CERTAIN DECLARATION OF CONDOMINIUM GATEWAY BLOCK A CONDOMINIUM PROJECT, RECORDED FEBRUARY 26, 2001, AS ENTRY NO. 7828969, IN BOOK 8427, AT PAGE 4676, AS AMENDED BY THAT CERTAIN FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM GATEWAY BLOCK A CONDOMINIUM PROJECT AND AMENDMENT TO RECORD OF SURVEY MAP RECORDED JANUARY 27, 2023 AS ENTRY NO. 14066595 IN BOOK 11397 PAGE 9108 OF OFFICIAL RECORDS OF THE OFFICIAL RECORDS OF THE SALT LAKE COUNTY RECORDER.

PARCEL 2E:

THE NON-EXCLUSIVE EASEMENTS FOR PEDESTRIAN TRAFFIC, VEHICULAR ACCESS, AND UNDERGROUND UTILITY LINES AND STORM DRAINAGE FACILITIES, APPURTENANT TO PARCEL 2 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.

PARCEL 3:

BEGINNING AT A POINT NORTH 89°58'15" EAST ALONG THE SOUTHERLY LINE OF LOT 2, BLOCK 65, PLAT "A", SALT LAKE CITY SURVEY, 59.77 FEET FROM THE SOUTHWEST CORNER OF SAID LOT 2, AND RUNNING THENCE NORTH 00°00'23" WEST 165.04 FEET TO THE NORTHERLY LINE OF SAID LOT 2; THENCE NORTH 89°58'15" EAST ALONG SAID NORTHERLY LINE, 171.28 FEET TO A WESTERLY BOUNDARY LINE OF THE BOUNDARY DESCRIPTION SET FORTH ON THE PLAT ENTITLED "GATEWAY BLOCK C1-AMENDED" AS RECORDED WITH THE SALT LAKE COUNTY RECORDER'S OFFICE AS ENTRY NO. 11134755, IN BOOK 2011P AT PAGE 18; THENCE ALONG SAID WESTERLY BOUNDARY LINE SOUTH 00°00'06" EAST 64.55 FEET; THENCE ALONG A BOUNDARY LINE OF SAID GATEWAY BLOCK C1-AMENDED NORTH 89°58'15" EAST 35.08 FEET TO THE WESTERLY LINE OF THE NEW RIO GRANDE STREET EASEMENT (WHICH POINT IS ALSO ON A BOUNDARY LINE OF SAID GATEWAY BLOCK C1-AMENDED); THENCE ALONG THE BOUNDARY LINE OF SAID GATEWAY BLOCK C1-AMENDED SOUTH 00°00'06" EAST 100.48 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID LOT 2; THENCE SOUTH 89°58'15" WEST ALONG SAID SOUTHERLY LINE 206.35 FEET TO THE POINT OF BEGINNING.

PARCEL 3A:

A PARKING LICENSE AGREEMENT RECORDED DECEMBER 26, 2006 AS ENTRY NO. 9951937, IN BOOK 9399, AT PAGE 9815, OF THE OFFICIAL RECORDS OF THE SALT LAKE COUNTY RECORDER, AS AMENDED, SUPPLEMENTED AND/OR OTHERWISE AFFECTED BY THAT CERTAIN AFFIDAVIT RECORDED MAY 19, 2008 AS ENTRY NO. 10431728, IN BOOK 9608, AT PAGE 2187 OF THE OFFICIAL RECORDS, IN AND TO THE FOLLOWING DESCRIBED PROPERTY, TO-WIT:

PARKING UNITS 1 AND 2, CONTAINED WITHIN THE GATEWAY BLOCK A, A UTAH CONDOMINIUM PROJECT, AS 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 2001, AT PAGE 38 OF PLATS (AS SAID RECORD OF SURVEY MAP SHALL HAVE HERETOFORE BEEN AMENDED OR SUPPLEMENTED, INCLUDING, WITHOUT LIMITATION, 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 2002, AT PAGE 352 OF PLATS, AND THAT CERTAIN AMENDMENT TO RECORD OF SURVEY MAP OF GATEWAY BLOCK 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 2005, AT PAGE 151 OF PLATS), AND AS 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, AND AS AMENDED BY THAT CERTAIN FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM GATEWAY BLOCK A CONDOMINIUM PROJECT AND AMENDMENT TO RECORD OF SURVEY MAP RECORDED JANUARY 27, 2023 AS ENTRY NO. 14066595 IN BOOK 11397 PAGE 9108 OF OFFICIAL RECORDS (AS SAID DECLARATION MAY HAVE HERETOFORE BEEN AMENDED OR SUPPLEMENTED)

PARCEL 3B:

THE "ENCROACHMENT EASEMENT" AND "ACCESS EASEMENT", APPURTENANT TO PARCEL 3 DESCRIBED HEREIN, AS DEFINED, DESCRIBED AND CREATED PURSUANT TO THAT CERTAIN ENCROACHMENT AGREEMENT RECORDED JANUARY 22, 2008 AS ENTRY NO. 10328081, IN BOOK 9561, AT PAGE 1121, OF THE OFFICIAL RECORDS OF THE SALT LAKE COUNTY RECORDER, ON, OVER, THROUGH, ACROSS AND/OR UNDER (AS PROVIDED FOR IN SAID INSTRUMENT) THE FOLLOWING DESCRIBED PROPERTY, TO-WIT: BEGINNING AT A POINT WHICH IS NORTH 89°58'15" EAST 266.12 FEET AND NORTH 00°00'06" WEST 100.48 FEET FROM THE SOUTHWEST CORNER OF LOT 2, BLOCK 65, SALT LAKE CITY PLAT "A", AND RUNNING THENCE SOUTH 89°58'15" WEST 35.08 FEET; THENCE NORTH 00°00'36" WEST 64.55 FEET TO THE NORTHERLY LINE OF SAID LOT 2; THENCE NORTH 89°58'15" EAST ALONG SAID NORTHERLY LINE 35.09 FEET; THENCE SOUTH 00°00'06" EAST 64.55 FEET TO THE POINT OF BEGINNING.

PARCEL 3C:

THE NON-EXCLUSIVE EASEMENTS, APPURTENANT TO THE SOUTH 100.48 FEET OF PARCEL 3 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 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 3D:

THE NON-EXCLUSIVE EASEMENTS FOR THE PURPOSE OF PEDESTRIAN TRAFFIC AND FURNISHING ACCESS FOR VEHICLES, APPURTENANT TO PARCEL 3 DESCRIBED HEREIN, AS DEFINED, DESCRIBED AND CREATED PURSUANT TO THAT CERTAIN EASEMENT AGREEMENT (BENEFITTING GATEWAY OFFICE 5) RECORDED JULY 18, 2013 AS ENTRY NO. 11686486, IN BOOK 10160, AT PAGE 4498 OF THE OFFICIAL RECORDS OF THE SALT LAKE COUNTY RECORDER.

PARCEL 4:

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.

PARCEL 4A:

A PARKING LICENSE AGREEMENT RECORDED JUNE 6, 2011 AS ENTRY NO. 11199717, IN BOOK 9931, AT PAGE 3409, OF THE OFFICIAL RECORDS OF THE SALT LAKE COUNTY RECORDER, AS SAID AGREEMENT SHALL HAVE BEEN CLARIFIED AND/OR OTHERWISE AFFECTED BY THAT CERTAIN NOTICE CLARIFYING RECORDATIONS OF PARKING LICENSE AGREEMENT RECORDED AUGUST 2, 2011 AS ENTRY NO. 11222232, IN BOOK 9940, AT PAGE 8516 OF THE OFFICIAL RECORDS OF THE SALT LAKE COUNTY RECORDER, AND AMENDED BY THAT CERTAIN AMENDMENT TO PARKING LICENSE AGREEMENT (GATEWAY OFFICE 6), DATED EFFECTIVE JULY 17, 2013 AND RECORDED JULY 18, 2013 AS ENTRY NO. 11686487, IN BOOK 10160, AT PAGE 4520 OF THE OFFICIAL RECORDS OF THE SALT LAKE COUNTY RECORDER.

PARCEL 4B:

THE NON-EXCLUSIVE EASEMENTS, APPURTENANT TO PARCEL 4 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 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 4C:

THE NON-EXCLUSIVE EASEMENTS FOR PEDESTRIAN TRAFFIC, VEHICULAR ACCESS, AND UNDERGROUND UTILITY LINES AND STORM DRAINAGE FACILITIES, APPURTENANT TO PARCEL 4 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.

PARCEL 4D:

THE NON-EXCLUSIVE EASEMENTS, APPURTENANT TO PARCEL 4 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 AS AMENDED BY THAT CERTAIN SECOND AMENDMENT TO DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS RECORDED JUNE 28, 2019 AS ENTRY NO. 13019122 IN BOOK 10797 AT PAGE 3555 OF OFFICIAL RECORDS OF THE SALT LAKE COUNTY RECORDER.

PARCEL 4E:

THE NON-EXCLUSIVE PEDESTRIAN, UTILITY AND ACCESS EASEMENTS, APPURTENANT TO PARCEL 4 DESCRIBED HEREIN, AS DEFINED, DESCRIBED AND CREATED PURSUANT TO THAT CERTAIN DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS [THE GATEWAY-GATEWAY OFFICE 6 PARCEL AND ADJOINING PARCEL RECORDED JUNE 16, 2011 AS ENTRY NO. 11199576, IN BOOK 9931, AT PAGE 2861 OF THE OFFICIAL RECORDS OF THE SALT LAKE COUNTY RECORDER, AS AMENDED BY THAT CERTAIN AMENDMENT TO DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS [THE GATEWAY-GATEWAY OFFICE 6 PARCEL AND ADJOINING PARCEL], RECORDED AUGUST 2, 2011 AS ENTRY NO. 11222233, IN BOOK 9940, AT PAGE 8522 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 4F:

THE NON-EXCLUSIVE PEDESTRIAN, VEHICULAR AND UTILITY EASEMENTS, APPURTENANT TO PARCEL 4 DESCRIBED HEREIN, AS DEFINED, DESCRIBED AND CREATED PURSUANT TO THAT CERTAIN AGREEMENT AND GRANT OF EASEMENTS RECORDED JULY 18, 2013 AS ENTRY NO. 11686490, IN BOOK 10160, AT PAGE 4556 OF THE OFFICIAL RECORDS OF THE SALT LAKE COUNTY RECORDER AS AMENDED BY THAT CERTAIN AMENDMENT TO AGREEMENT AND GRANT OF EASEMENTS RECORDED JUNE 28, 2019 AS ENTRY NO. 13019123 IN BOOK 10797 AT PAGE 3577 OF THE OFFICIAL RECORDS OF THE SALT LAKE COUNTY RECORDER.

PARCEL 4G:

THE NON-EXCLUSIVE STORM WATER DETENTION EASEMENT, APPURTENANT TO PARCEL 4 DESCRIBED HEREIN, AS DEFINED, DESCRIBED AND CREATED PURSUANT TO THAT CERTAIN GRANT OF STORM WATER DETENTION EASEMENT RECORDED JULY 18, 2013, AS ENTRY NO. 11686489, IN BOOK 10160, AT PAGE 4539 OF THE OFFICIAL RECORDS OF THE SALT LAKE COUNTY RECORDER.

PARCEL 4H:

THE TEMPORARY EASEMENTS, APPURTENANT TO PARCEL 4 DESCRIBED HEREIN, AS DEFINED, DESCRIBED AND CREATED PURSUANT TO THAT CERTAIN AGREEMENT REGARDING FUTURE LOT 7A BUILDING RECORDED JULY 18, 2013, AS ENTRY NO. 11686491, IN BOOK 10160, AT PAGE 4578 OF THE OFFICIAL RECORDS OF THE SALT LAKE COUNTY RECORDER.