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SECURITY TITLE COMPANY

Recorded JUL 29 1977 4:05 PM  
Request of SECURITY TITLE COMPANY  
Fee Paid KATIE L. DIXON  
Recorder, Salt Lake County, Utah

20.00  
By C. Lynn Moberly Deputy  
Not Richard Moberly

SUPPLEMENTAL DECLARATION OF ESTABLISHMENT OF  
EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS  
OF SALT LAKE INTERNATIONAL CENTER, UNIT 2A

10-26-58 - CA  
SECURITY TITLE COMPANY

This Declaration, made this 12<sup>th</sup> day of July, 1977, by  
A.K. Utah Properties, Inc. a Utah corporation, hereinafter referred  
to as "Declarant",

W I T N E S S E T H:

WHEREAS, Declarant is the owner of certain property in the City  
of Salt Lake, County of Salt Lake, State of Utah, known as the Salt  
Lake International Center, Plat 2A, which is more particularly  
described in Exhibit "A" attached hereto, and by this reference  
incorporated herein, hereinafter referred to as "Unit 2A", and

WHEREAS, Unit 2A lies within and is a part of Salt Lake Inter-  
national Center, for which Declarant has made and recorded a Master  
Declaration of Establishment of Easements, Covenants, Conditions and  
Restrictions of Salt Lake International Center, hereinafter referred  
to as "Master Declaration", which Master Declaration is dated April  
29, 1975, and was recorded April 30, 1975, as Entry No. 2703864 of  
Official Records in the office of the Salt Lake County Recorder and  
said Master Declaration having been amended on the 13th day of July,  
1976, said Amendment to Master Declaration having been recorded on  
the 21st day of July, 1976, as Entry No. 2836791 in the office of  
the Salt Lake County, Utah, Recorder; and

WHEREAS, said Master Declaration provides that a Supplemental  
Declaration will be made and recorded relating to each "Unit" as  
defined therein, to provide for preservation of the values and  
amenities in each such Unit, and for the maintenance of the Common  
Areas and Common Facilities. To this end and for the benefit of  
Unit 2A and the Owners thereof, Declarant desires to subject Unit 2A  
to the easements, covenants, conditions, restrictions, charges and  
liens hereinafter set forth.

BOOK 4525 PAGE 906

NOW, THEREFORE, Declarant hereby declares that Unit 2A described above shall be held, sold, conveyed, transferred, leased, subleased, and occupied subject to the following easements, covenants, conditions and restrictions which are for the purpose of protecting the value and desirability of, and which shall run with, Unit 2A, and every portion thereof, and shall be binding upon all parties having any right, title or interest in Unit 2A or any portion thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof:

ARTICLE I

Except as expressly hereinafter provided, Declarant hereby adopts all of the provisions of the Master Declaration and the amendments thereto into this Supplemental Declaration to the same full extent and effect as if said Master Declaration and the amendments thereto were set forth in full herein; provided, however, that whenever reference is made to the Entire Property in said Master Declaration, such term shall be deemed to mean Unit 2A for the purposes of this Supplemental Declaration.

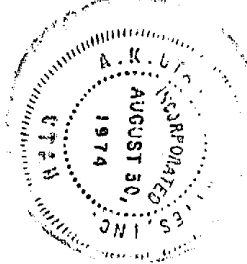
ARTICLE II

Article V and Article VI of the Master Declaration relating to the Rights to Common Areas and Common Facilities and to Maintenance of Common Areas and Common Facilities shall not be construed to impose or grant any additional rights, duties, obligations or assessments on Unit 2A. It is Declarant's intent that the rights, duties, obligations and assessments described in said Articles shall apply to the Entire Property, including Unit 2A, and shall be implemented as to the Entire Property as a whole, as provided in said Master Declaration, except as to more restrictive provisions in Supplemental Declarations other than that applicable to Unit 2A and applicable solely to the property subject thereto.

ARTICLE III

This Supplemental Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Supplemental Declaration is recorded, after which time it shall be automatically extended for successive periods of ten (10) years, to a maximum of ninety-nine (99) years, unless terminated at the end of any such period by vote of the Owners of the land area of Unit 2A, as provided in Article VIII, Section 4 of the Master Declaration, provided, however, that in no event shall this Supplemental Declaration survive the termination of the Master Declaration. This Supplemental Declaration may be amended by an instrument signed by the Owners of the land area in Unit 2A, in the manner provided in Article VIII, Section 4, of the Master Declaration, provided that no such amendment shall render this Supplemental Declaration less restrictive than the Master Declaration. Any amendment or termination hereof must be recorded.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto caused this Supplemental Declaration to be executed the day and year first above written.



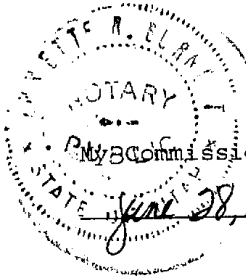
A. K. UTAH PROPERTIES, INC.  
a Utah corporation

By *Emanuel A. Floor*  
EMANUEL A. FLOOR,  
President

ATTEST:  
*Patricia Davis*  
PATRICIA DAVIS,  
Assistant Secretary

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

On the 12<sup>th</sup> day of July, 1977, personally appeared before me Emanuel A. Floor and Patricia Davis, who being by me duly sworn, did say that they are the President and Assistant Secretary, respectively, of A. K. Utah Properties, Inc., a Utah corporation, and that the foregoing Supplemental Declaration was signed in behalf of said Corporation by authority of a Resolution of its Board of Directors, and the said Emanuel A. Floor and Patricia Davis acknowledged to me that said corporation executed the same.



My Commission Expires:

June 28, 1980

Ronette L. Burnett  
NOTARY PUBLIC  
Residing at: Salt Lake County

CONSENT OF MORTGAGEES

The undersigned, CONTINENTAL ILLINOIS NATIONAL BANK & TRUST COMPANY OF CHICAGO, a national banking association, Mortgagee under that certain Mortgage, dated the 16th day of June, 1975 and recorded the 19th day of June, 1975, as Entry No. 2718362, Official Records of the Salt Lake County, Utah, Recorder, and CREDIT COMMERCIAL de FRANCE, a French bank, Mortgagee under that certain Second Mortgage, dated the 19th day of June, 1975 and recorded the 19th day of June, 1975, as Entry No. 2718363, Official Records of Salt Lake County, Utah, Recorder, the liens of which Mortgages cover the property described in the afore-described Unit 2A and other property, hereby consent and agree that the foregoing Supplemental Declaration of Establishment of Easements, Covenants, Conditions and Restrictions of Salt Lake International Center, Unit 2A, may be executed and recorded and consent and agree that that portion of the property described in the above-mentioned Mortgages may be subject to and subordinate to the easements, covenants, conditions, restrictions, charges and liens described in the foregoing Supplemental Declaration.

Made and executed this 29<sup>th</sup> day of July, 1977.

CONTINENTAL ILLINOIS NATIONAL  
BANK & TRUST COMPANY OF CHICAGO

By Gordon H. Dick

GORDON H. DICK, its  
Attorney in Fact

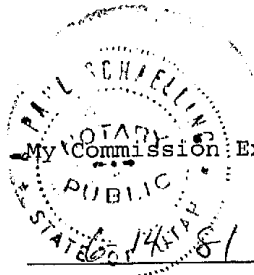
CREDIT COMMERCIAL de FRANCE

By Gordon H. Dick

GORDON H. DICK, its  
Attorney in Fact

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

On the 29<sup>th</sup> day of July, 1977 personally appeared before me Gordon H. Dick, who being by me duly sworn did say that he is the Attorney in Fact of CONTINENTAL ILLINOIS NATIONAL BANK & TRUST COMPANY OF CHICAGO, a national banking association, and the Attorney in Fact of CREDIT COMMERCIAL de FRANCE, a French Bank, and that the foregoing Consent of Mortgagees was signed in behalf of said association and bank by authority of a Power of Attorney, and said Gordon H. Dick acknowledged to me that he as such Attorney in Fact of said association and bank executed the same.

A circular notary seal for Paul Schaeffer, Notary Public, State of Utah. The seal contains the text "PAUL SCHAEFFER", "NOTARY PUBLIC", and "STATE OF UTAH". Below the seal, the text "My Commission Expires:" is printed, followed by a handwritten date "1/1/81" and a horizontal line.

My Commission Expires: 1/1/81

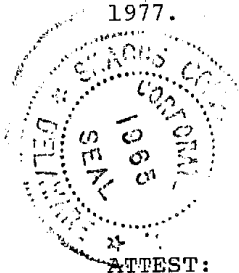
  
NOTARY PUBLIC  
Residing at:

CONSENT OF SKAGGS COMPANIES, INC.

The undersigned, SKAGGS COMPANIES, INC., a Delaware corporation, the Beneficiary under that certain Deed of Trust dated the 24th day of June, 1975 and recorded the 25th day of June, 1975 as Entry No. 2719945, official records of Salt Lake County, Utah, Recorder, the lien of which Deed of Trust covers the property described in the aforescribed Supplemental Declaration of Establishment of Easements, Covenants, Conditions and Restrictions of Salt Lake International Center, Unit 2A, hereby consents and agrees that the foregoing Supplemental Declaration of Establishment of Easements, Covenants, Conditions and Restrictions of Salt Lake International Center, Unit 2A may be executed and recorded and consent and agree that that portion of the property described in the above-mentioned Deed of Trust may be subject and subordinate to the easements, covenants, conditions, restrictions, charges and liens described in the foregoing Supplemental Declaration.

MADE AND EXECUTED this 12th day of July,

1977.



SKAGGS COMPANIES, INC.

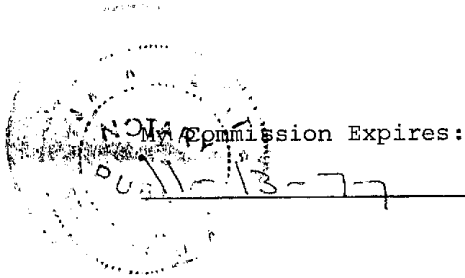
By [Signature]  
ITS Senior Vice President

[Signature]  
CORPORATE SECRETARY

Approved as to form  
Jones, Waldo, Holbrook &  
McDonough  
By [Signature]

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

On the 12th day of July, 1977, personally appeared before me Ralph E. Davis and Scott Bergeson, who being by me duly sworn, did say that they are the Senior Vice President and Corporate Secretary respectively, of SKAGGS COMPANIES, INC., a Delaware corporation, and that the foregoing consent of SKAGGS COMPANIES, INC., was signed on behalf of said corporation by authority of a resolution of its Board of Directors, and the said Ralph E. Davis and Scott Bergeson acknowledged to me that said corporation executed the same.



Jack Hunt  
NOTARY PUBLIC  
Residing at: Salt Lake City, Utah



EXHIBIT "A"

**PARCEL I** (INCLUDES LOTS 1,2,3,4, & RR SIDING EASEMENT + RR R/W)

BEGINNING AT THE NORTHEAST CORNER OF LOT 2, SALT LAKE INTERNATIONAL CENTER, PLAT 2, AN INDUSTRIAL SUBDIVISION OF PART OF SECTION 36, T1N, R2W, S.L.B. & M., SALT LAKE CITY, UTAH, AND RUNNING THENCE S 89°58' W ALONG THE NORTH BOUNDARY OF SAID SUBDIVISION 914.32 FEET TO THE EASTERLY LINE OF PLAT 1A, THENCE N 0°02' W, 292.38 FEET TO A POINT ON A 73.00 FOOT RADIUS CURVE TO THE LEFT (RADIAL BEARS N 26°54'32" W); THENCE NORTHERLY ALONG SAID CURVE FOR AN ARC DISTANCE OF 160.85 FEET (CENTRAL ANGLE = 126°14'56"); THENCE N 0°02' W, 247.39 FEET; THENCE S 89°58' W, 2387.60 FEET TO A POINT OF CURVATURE TO A 425 FOOT RADIUS CURVE TO THE LEFT (RADIAL BEARS S 34°53'46" W); THENCE NORTHWESTERLY 198.87 FEET (CENTRAL ANGLE = 26°48'37"); THENCE N 89°58' E, 1039.98 FEET TO A POINT OF CURVATURE TO A 445 FOOT RADIUS CURVE TO THE LEFT; (CENTRAL ANGLE = 16°04'53"); THENCE EASTERLY AND NORTHERLY ALONG SAID CURVE FOR AN ARC DISTANCE OF 124.90 FEET TO A POINT OF REVERSE CURVATURE TO A 475 FOOT RADIUS CURVE TO THE RIGHT, (CENTRAL ANGLE = 16°04'53"); THENCE NORTHEASTERLY ALONG SAID CURVE FOR AN ARC DISTANCE OF 133.32 FEET; THENCE N 89°58' E, 2199.24 FEET, THENCE S 0°16'02" E 778.31 FEET, THENCE S 89°58' W 12.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 22.051 ACRES

**PARCEL II** (INCLUDES LOT 5)

BEGINNING AT THE NORTHEAST CORNER OF LOT 10, SALT LAKE INTERNATIONAL, PLAT 1A, AN INDUSTRIAL SUBDIVISION OF PART OF SECTION 36, T1N, R2W, S.L.B. & M., SALT LAKE CITY, UTAH, AND RUNNING THENCE N 89°58' E, 677.74 FEET TO A POINT OF CURVATURE TO A 30.00 RADIUS CURVE TO THE RIGHT (CENTRAL ANGLE = 89°45'58"), THENCE EASTERLY AND SOUTHERLY ALONG SAID CURVE FOR AN ARC DISTANCE OF 47.00 FEET; THENCE S 0°16'02" E, 900.01 FEET TO A POINT OF CURVATURE TO A 30.00 FOOT RADIUS CURVE TO THE RIGHT, (CENTRAL ANGLE = 90°14'02"), THENCE SOUTHWESTERLY ALONG SAID CURVE FOR AN ARC DISTANCE OF 47.25 FEET; THENCE S 89°58' W, 681.42 FEET; THENCE N 0°02' W, 960.00 FEET TO THE POINT OF BEGINNING. CONTAINING 15.629 ACRES.

**PARCEL III** (INCLUDES LOTS 6,7,8, & 9)

BEGINNING AT THE NORTHEAST CORNER OF LOT 11, SALT LAKE INTERNATIONAL CENTER, PLAT 1A, AN INDUSTRIAL SUBDIVISION OF PART OF SECTION 36, T1N, R2W, S.L.B. & M., SALT LAKE CITY, UTAH, AND RUNNING THENCE N 89°58' E, 681.93 FEET TO A POINT OF CURVATURE TO A 30.00 FOOT RADIUS CURVE TO THE RIGHT (CENTRAL ANGLE = 89°45'58"), THENCE EASTERLY AND SOUTHERLY ALONG SAID CURVE FOR AN ARC DISTANCE OF 47.00 FEET; THENCE S 0°16'02" E, 583.16 FEET; THENCE S 89°58' W ALONG THE NORTH LINE OF NORTH TEMPLE STREET, 714.31 FEET; THENCE N 0°02' W, 613.04 FEET TO THE POINT OF BEGINNING, CONTAINING 10.031 ACRES.

(The foregoing property description is attached as Exhibit "A" to the Supplemental Declaration of Establishment of Easements, Covenants, Conditions and Restrictions of Salt Lake International Center, Unit 2A, executed by A. K. Utah Properties, Inc. and dated the 12th day of July, 1977.)