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Gary W. Ott  
Recorder, Salt Lake County, UT  
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**PREPARED BY:**

Jason S. Fried, Esq.  
Kirkland & Ellis LLP  
300 N. LaSalle Street  
Chicago, Illinois 60654  
Phone: (312) 862-2000

**RECORDING REQUESTED BY  
AND UPON RECORDATION RETURN TO:**

Daniel Marinberg, Esq., General Counsel  
Vertical Bridge CC Parent, LLC  
750 Park of Commerce Drive, Suite 200  
Boca Raton, FL 33487

**ASSIGNMENT AND ASSUMPTION OF LEASE**

THIS ASSIGNMENT AND ASSUMPTION OF LEASE (this "Agreement") is made as of this 3 day of April, 2015 (the "Effective Date"), by and between iHeartCommunications, Inc., a Texas corporation, formerly known as Clear Channel Communications, Inc., successor in interest to United Television, Inc., ("Assignor"), and iHeartMedia Tower Co. I, LLC, a Delaware limited liability company ("Assignee") having an address at Vertical Bridge CC Parent, LLC, 750 Park of Commerce Drive, Suite 200, Boca Raton, FL 33487, Attention: Daniel Marinberg, Esq. Capitalized but undefined terms shall have the meanings ascribed to them in the Master Agreement (as defined below).

KE 35180390

SLC-016 UT Assignment and Assumption of Lease

## RECITALS

WHEREAS, Pursuant to that certain Master Agreement (the “Master Agreement”), dated as of December 10, 2014, by and among Vertical Bridge CC, LLC, a Delaware limited liability company, as successor to Vertical Bridge Acquisitions, LLC, a Delaware limited liability company, iHeartMedia Tower Co. Holdings, LLC, a Delaware limited liability company (“iHeart”), and Assignee, iHeart has agreed to cause Assignor to sell, assign, transfer and convey to Assignee, and Assignee has agreed to assume all of iHeart’s right title and interest under that certain Agreement of Lease, dated April 26, 1957, as amended and assigned, with Calvin J. and Carla P. Spratling and Max Spratling, as Lessor (the “Lease”) of record on October 8, 1975 as Document Number 2749480 in Book 3992, Page 356 in the Office of the Recorder of Deeds in Salt Lake County, Utah for the property described on Exhibit A, commonly known as Sections 34, 35, Township 2S, Range 3W, Mt. Vision, UT (the “Property”);

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

### ARTICLE I ASSIGNMENT AND ASSUMPTION

- 1.1 Assignment by Assignor. As of the Effective Date, Assignor hereby assigns, transfers and conveys to Assignee all of Assignor's right, title and interest in and to the Lease, together with any deposits thereunder made or held by Assignor.
- 1.2 Acceptance and Assumption by Assignee. As of the Effective Date, Assignee hereby accepts the assignment, transfer and conveyance of the Lease, together with the deposits thereunder made or held by Assignor, and agrees to assume and perform all of the obligations, liabilities, covenants, duties and agreements of Assignor under the Lease which arise or accrue thereunder on or after the Effective Date. Assignor hereby agrees to retain, and hereby indemnifies Assignee from and against, any loss or liability arising under the Lease which first arose or accrued thereunder prior to the Effective Date; provided, such retained liability and indemnification shall be only to the extent set forth in the Master Agreement.

### ARTICLE II MISCELLANEOUS

- 2.1 Governing Law and Jurisdiction. This Agreement shall be governed by and construed in accordance with the domestic laws of the state in which the Property is located, without giving effect to any choice of law or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than the state in which the Property is located.
- 2.2 Entire Agreement, etc. This Agreement and the other documents, agreements and instruments executed and delivered in connection herewith (a) constitute the entire

agreement, and supersedes all other prior agreements, understandings, representations and warranties, both written and oral, among the parties, with respect to the subject matter hereof, and (b) is for the benefit only of the parties hereto and is not intended to create any obligations to, or rights in respect of, any persons other than the parties hereto. Notwithstanding the foregoing, the parties acknowledge that all terms and conditions of, and all representations, warranties, covenants and agreements relating to, the transactions contemplated by the Master Agreement are set forth in the Master Agreement. To the extent that any provision of this Agreement is inconsistent or conflicts with the Master Agreement, the provisions of the Master Agreement shall control. Nothing contained in this Agreement shall be deemed to supersede, enlarge, limit or otherwise modify any of the obligations, agreements, covenants, representations or warranties contained in the Master Agreement.

- 2.3 Amendments and Waivers. This Agreement may not be modified or amended except by a written instrument signed by the Parties. No waiver of any breach or default hereunder shall be considered valid unless in writing and signed by the party giving such waiver, and no such waiver shall be deemed a waiver of any subsequent breach of the same or similar nature.
- 2.4 Assignment; Third Party Beneficiaries. This Agreement shall be binding upon and inure to the benefit of the successors and permitted assigns of each of the parties hereto. Any assignment by a party hereto requires consent of the other parties hereto except that any party may assign its rights and obligations hereunder to an affiliate of such party. There shall be no third party beneficiaries to this Agreement.
- 2.5 Severability. If any provision of this Agreement shall be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby and shall continue in full force and effect.
- 2.6 Counterparts. For the convenience of the parties hereto, this Agreement may be executed in any number of counterparts, each such counterpart being deemed to be an original instrument, and all such counterparts shall together constitute the same agreement.
- 2.7 Captions. The Article, Section and paragraph captions herein are for convenience of reference only, do not constitute part of this Agreement and shall not be deemed to limit or otherwise affect any of the provisions hereof.
- 2.8 Notices. All notices or other communications which are required or permitted hereunder shall be in writing and sufficient if (a) delivered personally, (b) sent by registered or certified mail, postage prepaid, (c) sent by overnight courier with a nationally recognized courier or (d) via facsimile confirmed in writing in any of the foregoing manners. If sent by mail, notice shall be considered delivered three business days after the date of mailing, if sent by overnight courier with a nationally recognized courier, notice shall be considered delivered the next business day after the date of mailing and if sent by any

other means set forth above, notice shall be considered delivered upon actual receipt thereof. Any party may by notice to the other parties change the address to which notice or other communications to it are to be delivered or mailed.

[Remainder of page intentionally left blank; Signatures on following pages]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Agreement to be executed and delivered in their names by their respective duly authorized officers or representatives as of the date set forth above.

**ASSIGNOR:**

iHeartCommunications, Inc.,  
a Texas corporation,

By: *Scott T. Bick*  
Name: Scott T. Bick  
Title: Senior Vice President-Tax

STATE OF TEXAS                    )  
  ) SS.  
COUNTY OF BEXAR                )

THIS INSTRUMENT was acknowledged before me on March 25<sup>th</sup>, 2015,  
by Scott T. Bick, the Senior Vice President-Tax of iHeartCommunications, Inc., a  
Texas corporation, on behalf of said corporation.

WITNESS my hand and official seal.

*Olivia Rodriguez*  
Notary's Signature  
Printed Name: *Olivia Rodriguez*  
My commission expires: 9-15-15

(SEAL)



**ASSIGNEE:**

**iHeartMedia Tower Co. I, LLC,**  
a Delaware limited liability company

By: *Scott T. Bick*  
Name: Scott T. Bick  
Title: Senior Vice President-Tax

STATE OF TEXAS                    )  
  ) SS.  
COUNTY OF BEXAR                )

THIS INSTRUMENT was acknowledged before me on March 25<sup>th</sup>, 2015,  
by Scott T. Bick, the Senior Vice President-Tax of iHeartMedia Tower Co. I, LLC, a Delaware  
limited liability company, on behalf of said limited liability company.

WITNESS my hand and official seal.

*Olivia Rodriguez*  
Notary's Signature  
Printed Name: Olivia Rodriguez  
My commission expires: 9-15-15  
(SEAL)



EXHIBIT A

LEASED PROPERTY

A tract of land not to exceed nine (9) acres on or near the summit and ridge of that certain portion of the Oquirrh Range lying within the confines of Sections 34 and 35, Township 2 South, Range 3 West, Salt Lake Base and Meridian, said tract of land commonly known as East Mountain and otherwise and later designated as Mount Vision, together with a parcel of property 125' x 125' located near the roadway as hereinafter designated, said nine (9) acre tract and property 125' x 125' is hereby located as described on a plat attached hereto, marked Exhibit "A" and by reference made a part hereof.

Together with a right of way for a roadway 2 rods wide where it crosses over Lessors' land, said roadway running between the County Highway on the East and in a westerly direction to the nine (9) acre tract designated as East Mountain (Mount Vision) near the summit of the mountain, said right of way or roadway is located on a plat attached hereto marked Exhibit "B", which is made a part hereof.

Together with a right of way for power lines and/or telephone lines where lines are at present located over Lessors' land leading to Mount Vision in Salt Lake County, State of Utah, for the purpose of conveying power and/or telephone messages to and from the said tracts of land located at Mount Vision and Mount Nelson as hereinbefore designated and for the purpose of ingress and egress for the construction, repair and maintenance of said power and telephone lines.

Together with a right to extend said roadway over Lessors' land to connect with a roadway constructed or to be constructed over other lands leading to Mount Nelson which said Mount Nelson is located on property commonly designated as Haynes property.



Reflecting the leased property located on a portion of the following real property:

Parcel 1:

Beginning 1,298.58 feet South and 1,285.06 feet East of the Northeast corner of Section 34, ( the Northeast corner of the Southwest quarter of the Northeast quarter), Township 2 South, Range 3 West, Salt Lake Base and Meridian; and running thence North 89°08' West 500.00 feet along the North line of the Southwest quarter of the Northeast quarter of said Section 34, thence South 250.00 feet; thence South 89°08' East 500.00 feet; thence North 250.00 feet to the point of beginning.

Parcel 2:

Parts of Section 34 and 35, Township 2 South, Range 3 West, Salt Lake Base and Meridian.

Beginning 416.6 feet West and 729.16 feet South of the Northeast corner of Section 34, and running thence North 90° East 275 feet; thence North 92°45' East 725 feet; thence North 113°30' East 900 feet; thence North 23°00' East 132 feet; thence North 66°30' West 924.1 feet; thence North 87°45' West 55.44 feet; thence North 0° East 168 feet; thence North 90° West 579 feet; thence North 180° East 300 feet; thence North 90° East 304 feet to the point of beginning.

Parcel 3:

Beginning at a point South 547.18 feet and East 584.97 feet from the Northwest corner of Section 35 in Township 2 South, Range 3 West, Salt Lake Base and Meridian; and running thence East a distance of 150 feet; thence South a distance of 300 feet; thence West a distance of 150 feet; thence North a distance of 300 feet to the point of beginning.

Parcel 3A:

Together with the right to use additional land adjacent to the said described Parcel 3 as may be required by Grantees or their lessees for the installation of a guy wire system supporting a transmitter tower upon said tract as disclosed by that certain Quit Claim Deed recorded July 18, 1985 as Entry No. 4112153 in Book 5672 at Page 1325.

Parcel 4:

Together with a 33 foot wide strip of land, sometimes known as the "TV Tower Access Road", which begins at a point near the KTVX Tower site on Mt. Vision and traverses in an Easterly direction to the right of way line of Utah State Highway U-111, lying 16.50 feet on each side of the following described centerline as disclosed a Memorandum of Amendment to Agreement to Exchange Real Property and Easements recorded December 28, 2000 as Entry No. 7789227 in Book 84 Page 3597 and that certain Warranty Deed recorded December 28, 2000 as Entry No. 7789228 in Book 8411 at Page 3611 and that certain Warranty Deed recorded December 28, 2000 as Entry No. 7789229 in Book 8411 at Page 3620, being described as follows:

A 33-foot wide strip of land, sometimes known as the "TV Tower Access Road," which begins at a point near the KTVX Tower site on Mt. Vision and traverses in an easterly direction to the right of way line of Utah State Highway U-111, lying 16.50 feet on each side of the following described centerline:

Beginning at the intersection of two driveways and then northwesterly end of said TV Tower Access Road, which point is South 646.14 feet and West 124.54 feet from the Northeast Corner of Section 34, Township 2 South, Range 3 West Salt Lake Base and Meridian, and running thence South 75°42'45" East 89.27 feet; thence North 89°47'22" East 114.86 feet to a 20.46 foot radius curve to the right; thence along the arc of said curve 62.00 feet (chord bears South 35°2'40" East 40.85 feet); thence South 82°57'18" West 185.08 feet; to the southerly line of the "TV. Lease Site No. 2" on file at the Salt Lake County Recorder's Office in book 5521 page 764, from which the Northeast Corner of said Section 34, is North 730.95 feet and East 104.29 feet; thence South 82°57'18" West 39.33 feet; thence South 79°06'29" West 192.27 feet; thence South 85°55'14" West 286.21 feet; thence South 80°1'32" West 124.87 feet; thence North 89°44'37" West 109.05 feet to a 17.14-foot radius curve to the left; thence along the arc of said curve 53.75 feet (chord bears South 0°26'35" West 34.29 feet); thence South 89°22'12" East 230.99 feet; thence South 78°3'13" East 247.17 feet; thence South 75°49'27" East 247.87 feet to a 353.11 foot radius curve to the left; thence along the arc of said curve 130.50 feet (chord bears South 86°24'43" East 29.76 feet); thence North 83°00'02" East 47.70 feet to a 241.34-foot radius curve to the right; thence along the arc of said curve 124.00 feet (chord bears South 82°46'49" East 122.64 feet); thence South 67°33'41" East 574.77 feet; thence South 49°29'36" East 289.06 feet; thence South 86°26'32" East 132.51 feet; thence South 89°08'03" East 124.65 feet to a 196.46-foot radius curve to the right; thence along the arc of said curve 139.00 feet (chord bears South 68°51'57" East 136.12 feet); thence South 48°35'50" East 165.82 feet; thence South 42°43'31" East 137.55 feet; thence South 37°44'41" East 230.34 feet; thence South 45°48'28" East 149.93 feet; thence South 54°50'22" East 370.45 feet; thence South 76°06'59" East 92.81 feet to a 16.74-foot radius curve to the right; thence along the arc of said curve 52.25 feet (chord bears South 13°47'11" West 33.48 feet); thence North 77°48'38" West 114.59 feet; thence North 70°33'24" West 112.93 feet; thence North 76°08'21" West 200.95 feet; thence North 63°48'14" West 247.55 feet; thence North 53°57'05" West 156.73 feet; thence North 63°45'53" West 186.36 feet to a 156.64-foot radius curve to the left; thence along the arc of said curve 167.24 feet (chord bears South 86°08'56" West 159.41 feet); thence South 55°33'44" West 54.21 feet to a 100.12 foot radius curve to the right; thence along the arc of said curve 103.33 feet (chord bears South 85°07'47" West 98.80 feet); thence North 65°48'11" West 182.65 feet to a 331.12-foot radius curve to the left; thence along the arc of said curve 136.46 feet (chord bears North 77°06'33" West 135.50 feet); thence North 88°54'56" West 72.13 feet; thence North 81°45'03" West 125.49 feet; thence South 75°47'53" West 96.05 feet; thence South 86°40'53" West 67.19 feet to a 17.58-foot radius curve to the left; thence along the arc of said curve 55.00 feet (chord bears South 0°27'28" East 35.15 feet); thence North 86°54'11" East 138.47 feet; thence South 58°32'02" East 93.59 feet; thence South 68°49'27" East 145.03 feet; thence South 45°01'34" East 168.28 feet; thence South 52°47'05" East 177.76 feet to a 133.06-foot radius curve to the left; thence along the arc of said curve 135.68 feet (chord bears South 81°29'48" East 129.88 feet); thence North 69°47'29" East 12.30 feet to a 74.25-foot radius curve to the right; thence along the arc of said curve 98.00 feet (chord bears South 72°53'42" East 91.04 feet); thence South 35°04'54" East 374.00 feet to a 210.42-foot radius curve to the left; thence along the arc of said curve 135.00 feet (chord bears South 53°27'43" East 132.70 feet); thence South 71°50'31" East 82.47 feet to a 161.10-foot radius curve to the right; thence along the arc of said curve 115.00 feet (chord bears South 51°23'33" East 112.57 feet); thence South 30°56'35" East 156.22 feet; thence South 43°02'09" East 68.27 feet; thence South 53°07'36" East 63.75 feet; thence South 73°44'23" East 134.62 feet; thence South 88°33'07" East 56.78 feet; thence North 80°48'31" East 100.21 feet to a 128.66-foot radius curve to the right; thence along the arc of said curve 106.00 feet (chord bears South 76°05'21" East 103.03 feet); thence South 52°29'13" East 119.51 feet to a 706.31-foot radius curve to the left; thence along the arc of said curve 154.00 feet (chord bears South 58°43'59" East 153.70 feet); thence South 64°58'45" East 10.82 feet to a 459.60-foot radius curve to the right; thence along the arc of said curve 335.00 feet (chord bears South 44°05'52" East 327.63 feet); thence South 23°43'00" East 121.67 feet; thence South 42°27'28" East 127.87 feet to a 22.20-foot radius curve to the right; thence along the arc of said curve 69.25 feet (chord bears South 46°54'17" West 44.40 feet); thence North 43°43'58" West 95.52 feet; thence North 45°45'24"

66°36'17" East 110.00 feet; thence North 62°23'08" East 180.98 feet to a 1223.51-foot radius curve to the right; thence along the arc of said curve 225.00 feet (chord bears North 67°39'14" East 224.68 feet); thence North 72°55'20" East 57.70 feet to a 60.30-foot radius curve to the left; thence along the arc of said curve 143.00 feet (chord bears North 59°12' East 111.00 feet); thence North 61°02'56" West 78.02 feet; thence North 60°58'36" West 181.31 feet thence North 82°22'27" West 178.54 feet to a 64.12-foot radius curve to the right; thence along the arc of said curve 183.00 feet (chord bears North 08°53' West 126.92 feet); thence North 81°08'42" East 199.81 feet; thence North 81°38'49" East 204.63 feet to a 1798.30 foot radius curve to the right; thence along the arc of said curve 320.85 feet (chord bears North 86°45'30" East 320.42 feet); thence South 88°07'50" East 154.52 feet to a 518.78-foot radius curve to the left; thence along the arc of said curve 308.22 feet (chord bears North 74°50'57" East 303.71 feet); thence North 57°49'43" East 56.78 feet to the northerly line of the Oxford No. 7 Claim from which corner No. 4 of said claim bears North 67°47'00" West 171.01 feet and the Southeast Corner of said Section 35 is South 3079.16 feet and West 1143.52 feet; thence North 57°49'43" East 42.72 feet; thence North 45°31'46" East 127.47 feet; thence North 36°49'59" East 112.72 feet to a 63.98-foot radius curve to the right; thence along the arc of said curve 60.00 feet (chord bears North 63°42'03" East 57.83 feet); thence South 89°55'53" East 71.93 feet to a 150.12-foot radius curve to the left; thence along the arc of said curve 100.00 feet (chord bears North 70°59'09" East 98.16 feet); thence North 51°54'11" East 57.26 feet to a 168.39-foot radius curve to the right; thence along the arc of said curve 90.00 feet (chord bears North 67°42'52" East 88.93 feet); thence North 82°31'33" East 83.70 feet to a 286.74-foot radius curve to the left; thence along the arc of said curve 276.00 feet (chord bears North 54°57'04" East 265.47 feet); thence North 27°22'36" East 300.16 feet; thence North 6°45'04" East 245.98 feet to a 375.98-foot radius curve to the left; thence along the arc of said curve 160.00 feet (chord bears North 55°24' West 158.80 feet); thence North 18°07'52" West 49.73 feet to a 24.41-foot radius curve to the right; thence along the arc of said curve 71.00 feet (chord bears North 65°40'51" East 48.50 feet); thence South 31°30'25" East 16.70 feet to a 23.23-foot radius curve to the left; thence along the arc of said curve 60.00 feet (chord bears North 74°29'18" East 44.65 feet); thence North 02°02' East 97.51 feet to a 203.41-foot radius curve to the right; thence along the arc of said curve 130.00 feet (chord bears North 18°47'34" East 127.80 feet); thence North 37°06'07" East 257.68 feet; thence North 45°24'27" East 213.08 feet to a 533.61-foot radius curve to the left; thence along the arc of said curve 220.00 feet (chord bears North 33°35'46" East 218.45 feet); thence North 21°47'06" East 61.99 feet to a 157.20-foot radius curve to the right; thence along the arc of said curve 310.00 feet (chord bears North 78°46'50" East 262.15 feet); thence South 45°32'25" East 360.06 feet to a 2174.63-foot radius curve to the right; thence along the arc of said curve 197.00 feet (chord bears South 42°37'43" East 196.93 feet); thence South 40°02'00" East 25.67 feet to a 424.59-foot radius curve to the left; thence along the arc of said curve 480.00 feet (chord bears South 72°25'11" East 454.84 feet); thence North 75°41'38" East 136.60 feet to a 1054.12-foot radius curve to the left; thence along the arc of said curve 320.00 feet (chord bears North 66°29'50" East 318.77 feet); thence North 57°48'02" East 137.72 feet; thence North 66°28'08" East 247.87 feet to a 403.26 foot-radius curve to the right; thence along the arc of said curve 137.00 feet (chord bears North 76°42'06" East 136.34 feet); thence North 85°56'04" East 33.62 feet to a 135.19-foot radius curve to the left; thence along the arc of said curve 120.00 feet (chord bears North 60°30'18" East 116.10 feet); thence North 35°04'33" East 88.01 feet; thence North 52°43'48" East 123.15 feet; thence North 53°31'22" East 95.57 feet; thence North 36°46'23" East 50.14 feet to a 61.89-foot radius curve to the right; thence along the arc of said curve 80.00 feet (chord bears North 73°48'16" East 74.55 feet); thence South 69°09'51" East 247.94 feet to a 269.06-foot radius curve to the right; thence along the arc of said curve 139.40 feet (chord bears South 54°49'11" East 137.85 feet); thence South 39°28'43" East 149.59 feet; thence South 60°29'39" East 276.96 feet; thence South 77°22'29" East 408.47 feet to a 263.58-foot radius curve to the left; thence along the arc of said curve 130.00 feet (chord bears North 88°29'45" East 128.69 feet); thence North 42°1'59" East 797.32 feet to a 354.83-foot radius curve to the right; thence along the arc of said curve 363.00 feet (chord bears South 76°49'32" East 347.38 feet); thence South 47°01'04" East 15.12 feet to a 40.16-foot radius curve to the left; thence along the arc of said curve 122.00 feet (chord bears North 45°57'19" East 80.21 feet); thence North 41°04'18" West 64.09 feet to a

714.36-foot radius curve to the left; thence along the arc of said curve 380.00 feet (chord bears North 56°48'39" West 375.54 feet); thence North 71°33'00" West 295.90 feet to a 39.82-foot radius curve to the right; thence along the arc of said curve 54.57 feet (chord bears North 32°47'18" West 50.40 feet); thence North 65°8'23" East 41.75 feet to a 78.34-foot radius curve to the right; thence along the arc of said curve 24.03 feet (chord bears North 15°45'44" East 23.94 feet) to the north line of Section 31, Township 2 South, Range 2 West, Salt Lake Base & Meridian from which the North Quarter Corner of said section bears North 89°2'47" East along the section line 971.27 feet; thence along the arc of a 78.34-foot radius curve to the right 145.97 feet (chord bears North 77°55'48" East 125.75 feet); thence South 48°41'29" East 16.59 feet to a 149.11-foot radius curve to the left; thence along the arc of said curve 23.61 feet (chord bears South 53°43'39" East 23.59 feet) to the north line of said Section 31, from which the North Quarter Corner of said Section 31, bears North 89°2'47" East along the section line 816.94 feet; thence along the arc of a 149.11-foot radius curve to the left 76.39 feet (chord bears South 72°26'24" East 75.56 feet); thence South 87°06'58" East 308.41 feet; thence North 79°40'04" East 240.85 feet to the north line of said Section 31, from which the North Quarter Corner of said Section 31, bears North 89°2'47" East along the section line 199.93 feet; thence North 79°40'04" East 229.76 feet; thence North 77°35'50" East 237.47 feet; thence North 66°22'43" East 252.64 feet; thence North 74°29'05" East 393.55 feet; thence North 71°06'53" East 276.62 feet; thence North 81°52'58" East 416.45 feet; thence South 79°36'09" East 201.36 feet; thence North 88°36'09" East 264.42 feet; thence North 72°26'37" East 350.55 feet; thence North 74°09'19" East 398.72 feet to a 303.93-foot radius curve to the left; thence along the arc of said curve 128.20 feet (chord bears North 62°04'16" East 127.25 feet); thence North 49°59'14" East 33.58 feet to a 156.19-foot radius curve to the right; thence along the arc of said curve 225.00 feet (chord bears South 88°44'39" East 206.04 feet); thence South 47°28'32" East 44.90 feet to a 267.47-foot radius curve to the left; thence along the arc of said curve 335.6 feet (chord bears South 83°25'12" East 314.02 feet); thence North 60°38'08" East 239.16 feet; thence North 57°25'22" East 137.38 feet; thence North 56°30'43" East 158.56 feet to a 382.53-foot radius curve to the right; thence along the arc of said curve 107.54 feet (chord bears North 64°33'57" East 107.19 feet); thence North 72°37'12" East 614.02 feet to a 1123.55-foot radius curve to the left; thence along the arc of said curve 294.00 feet (chord bears North 65°07'25" East 293.16 feet); thence North 57°37'38" East 957.36 feet to a 262.72-foot radius curve to the right; thence along the arc of said curve 281.00 feet (chord bears North 88°46'08" East 267.80 feet); thence South 61°05'21" East 573.53 feet to a 349.70-foot radius curve to the left; thence along the arc of said curve 380.00 feet (chord bears North 87°46'49" East 361.58 feet); thence North 56°38'59" East 372.32 feet; thence North 66°26'55" East 781.59 feet to a 162.88-foot radius curve to the right; thence along the arc of said curve 194.64 feet (chord bears South 79°49'02" East 183.27 feet) to the west line of Section 28, Township 2 South, Range 2 West, Salt Lake Base & Meridian, from which the Southwest Corner of said Section 28 bears South 0°42'22" East along the section line 1949.61 feet; thence along the arc of a 162.88-foot radius curve to the right 5.36 feet (chord bears South 44°08'27" East 5.36 feet); thence South 43°41'54" East 146.18 feet; thence South 43°35'54" East 124.38 feet to a 479.99-foot radius curve to the left; thence along the arc of said curve 175.89 feet (chord bears South 54°05'45" East 174.90 feet); thence South 64°35'36" East 12.85 feet to a 422.23-foot radius curve to the right; thence along the arc of said curve 200.00 feet (chord bears South 51°01'25" East 198.14 feet); thence South 37°27'14" East 264.54 feet; thence South 33°56'41" East 197.72 feet to a 877.27-foot radius curve to the left; thence along the arc of said curve 330.00 feet (chord bears South 44°43'16" East 328.06 feet); thence South 55°29'51" East 241.52 feet; thence South 47°05'45" East 190.14 feet; thence South 61°42'02" East 213.75 feet; thence South 53°02'07" East 204.01 feet; thence South 59°23'24" East 310.31 feet to a 288.55-foot radius curve to the left; thence along the arc of said curve 160.00 feet (chord bears South 75°46'32" East 157.96 feet); thence North 88°50'21" East 297.54 feet to a 492.64-foot radius curve to the left; thence along the arc of said curve 250.00 feet (chord bears North 74°48'05" East 247.33 feet); thence North 59°45'48" East 23.01 feet to the east line of the Southwest Quarter of said Section 28, from which the South Quarter Corner of said Section 28, bears South 1°24'44" East along the quarter section line 322.86 feet; thence North 59°45'48" East 87.76 feet; thence North 75°30'29" East 153.19 feet; thence South 88°56'33" East 47.63 feet; thence South 72°40'37" East 336.61

feet; thence South 66°21'19" East 433.08 feet; thence South 48°56'14" East 192.64 feet; thence South 89°04'45" East 573.10 feet; thence South 88°38'52" East 878.39 feet; thence North 88°45'22" East 2106.85 feet more or less to the westerly right-of-way line of said Utah State Highway U-111. The basis of bearing for this survey is the "Kennecott Copper Modernization Mine Coordinate System" as published on Kennecott UCD Concentrator Modernization Drawing No. SCC-022.

Tax ID No.:

Parcel 1: 19-34-200-005,

Parcel 2: 19-34-200-004

KE 35180390

SLC-016 UT Assignment and Assumption of Lease