

**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:**

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15 West South Temple, Suite 1200
Salt Lake City, Utah 84101

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8/15/2014 2:05:00 PM \$47.00
Book - 10253 Pg - 2639-2652
Gary W. Ott
Recorder, Salt Lake County, UT
METRO NATIONAL TITLE
BY: eCASH, DEPUTY - EF 14 P.

Tax Parcel No. 16-06-107-041; 16-06-107-040

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**SECOND AMENDMENT TO DEED OF TRUST, ASSIGNMENT OF RENTS,
SECURITY AGREEMENT AND FIXTURE FILING**

THIS SECOND AMENDMENT TO DEED OF TRUST, ASSIGNMENT OF RENTS, SECURITY AGREEMENT AND FIXTURE FILING (the "*Amendment*") is made as of August 14, 2014, by and among BOYER QC HOLDINGS, L.C., a Utah limited liability company ("*Original Trustor*"), BOYER 151, L.C., a Utah limited liability company ("*Boyer 151*"), BOYER 102, L.C., a Utah limited liability company ("*Boyer 102*" and together with Boyer 151, individually or collectively, as the context may require, "*New Trustor*" or "*New Borrower*"), and KEYBANK NATIONAL ASSOCIATION, a national banking association ("*Beneficiary*" or "*Lender*").

RECITALS:

A. Beneficiary extended a loan to Original Trustor and **THE BOYER COMPANY, L.C.**, a Utah limited liability company (collectively, "*Original Borrower*"), in the original principal amount of \$22,550,500.00 (the "*Loan*"), pursuant to that certain Loan Agreement dated December 19, 2012 (as amended, the "*Loan Agreement*"), and evidenced by that certain Promissory Note dated December 19, 2012 (as amended, the "*Note*"). All capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Loan Agreement and Note.

B. The obligations of Original Borrower under the Note are secured by, *inter alia*, a Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing dated as of December 19, 2012 from QC Holdings, as trustor, in favor of the trustee named therein for the benefit of Lender, as beneficiary, and recorded on December 21, 2012 as Entry No. 11541426, in the official records of Salt Lake County, Utah (as amended, the "*Deed of Trust*"), which was amended pursuant to that certain Amendment to Deed of Trust, Assignment of Rents, Security Agreement, and Fixture Filing between Original Trustor and Beneficiary dated March 13, 2014 and recorded on March 14, 2014 as Entry No. 11818181, in the official records of Salt Lake County, Utah, to, among other things, increase the maximum principal amount of the Loan and Note secured by the Deed of Trust to \$31,800,000.00. The Deed of Trust encumbers certain real property located in Salt Lake County, Utah, as more particularly described in **Exhibit A** of the Deed of Trust and attached hereto (the "*Property*").

C. The Property is being transferred from Original Trustor to New Trustor, and, as a result, Original Borrower and New Borrower have requested that Lender modify the Loan and Loan Document pursuant to a certain Third Modification Agreement and Joinder between Original Borrower, New Borrower, and Beneficiary, as lender, dated of even date herewith (the "*Modification Agreement*"), to,

among other things, (i) release Original Trustor from its obligations as a "Borrower" under the Loan Documents and "Trustor" under the Deed of Trust and (ii) to add New Borrower as an additional "Borrower" under the Loan Documents and as "Trustor" under the Deed of Trust.

D. Concurrently with the modification of the Loan and Loan Documents pursuant to the Modification Agreement, Original Trustor, New Trustor and Beneficiary desire to give notice that the Note and other Loan Documents have been amended, and to amend the Deed of Trust, as more particularly set forth herein.

NOW THEREFOR, FOR GOOD AND VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, Original Trustor, New Trustor and Beneficiary agree as follows:

1. Accuracy of Recitals. Original Trustor and New Trustor hereby acknowledge the accuracy of the Recitals above.

2. Notice of Amendment; Amendment of Deed of Trust.

(a) Notice is hereby given that the Loan Agreement, Note, Deed of Trust and other Loan Documents have been amended and modified pursuant to the Modification Agreement.

(b) The Deed of Trust is hereby modified, to the extent necessary, to be consistent with the Modification Agreement, including, without limitation, the joinder of New Trustor as a "Borrower" under the Loan Documents and the release of Original Trustor from its obligations, covenants and liability arising under the Loan Agreement, Note, and other Loan Documents.

(c) The Deed of Trust is specifically amended to remove Original Trustor as "Trustor" under the Deed of Trust and to provide that New Trustor shall be the "Trustor" under the Deed of Trust and be bound by all of the terms, conditions and covenants set forth in the Deed of Trust, in all respects as if New Trustor had executed and delivered the original Deed of Trust to Beneficiary. Accordingly, New Trustor hereby assumes and agrees to pay and perform all existing and future obligations of Original Trustor under the Deed of Trust.

(d) In addition, the Deed of Trust is specifically amended to provide as follows:

(i) Each New Trustor waives any right to require Beneficiary to proceed against either New Trustor or any other person, firm or corporation or to proceed against or exhaust any other security held by it at any time or to pursue any other remedy in its powers and each New Trustor agrees that Beneficiary shall not be obligated to resort to any other security with any priority in any particular order or at all even if such action destroys, alters or otherwise impairs subrogation rights of either New Trustor or the rights of either New Trustor to proceed against the other or any other party for reimbursement, or both.

(ii) Each New Trustor waives and agrees not to assert or take advantage of:

(1) the defense of the statute of limitations in any action hereunder or for the collection of any indebtedness or the performance of any obligation secured hereby;

(2) any defense or right based upon election of remedies by the Beneficiary, including without limitation, an election to proceed by non-judicial

rather than judicial foreclosure, even if such election destroys, alters or otherwise impairs subrogation rights of either New Trustor or the right of either New Trustor to proceed against the other or any other party for reimbursement;

(3) any defense or right based upon the acceptance by Beneficiary or an affiliate of Beneficiary of a deed in lieu of foreclosure, without extinguishing the debt, even if such acceptance destroys, alters or otherwise impairs subrogation rights of either New Trustor or the right of either New Trustor to proceed against the other or any other party for reimbursement, or both;

(4) any defense to the recovery by Beneficiary against either New Trustor of any deficiency or otherwise to the enforcement of this Deed of Trust or any security based upon Beneficiary's election of any remedy against either New Trustor;

(5) any defense or benefits that may be derived from or comparable provisions of the laws of any other jurisdiction and all other anti-deficiency and one form of action defenses under the laws of Utah and any other jurisdiction;

(6) all rights of subrogation and reimbursement, including (i) any defenses either New Trustor may have by reason of an election of remedies by Beneficiary, and (ii) any rights or defenses either New Trustor may have by reason of protection afforded to Borrower with respect to the obligations pursuant to the anti-deficiency or other laws of Utah limiting or discharging Borrower's obligations; and

(7) any and all benefits, rights and/or defenses which might otherwise be available to either New Trustor under applicable law relating to sureties or guarantors.

(iii) In the event of any default hereunder, Beneficiary may maintain an action upon this Deed of Trust whether or not action is brought against any party other than New Trustor. Beneficiary may maintain successive actions for other defaults, and Beneficiary's rights hereunder shall not be exhausted or waived, and Beneficiary shall not be estopped to proceed against either New Trustor pursuant to this Deed of Trust, by the exercise of any of Beneficiary's rights or remedies or by any such action or by any number of successive actions, until and unless the credit hereby guaranteed has been paid in full and each of New Trustor's obligations hereunder has been fully performed or otherwise satisfied.

(iv) Any action, whether judicial or non-judicial or in pursuit of any provisional remedy, taken by Beneficiary against Borrower or against any collateral or security held by Beneficiary which shall impair or destroy any rights New Trustor may have against Borrower shall not act as a waiver or an estoppel of Beneficiary's rights to proceed against and initiate any action against either New Trustor to enforce the terms of this Deed of Trust and until the credit hereby guaranteed has been paid in full.

(v) New Trustor expressly waives any defense or benefits arising out of any voluntary or involuntary filing by or on behalf of Borrower for protection under any federal or state bankruptcy, insolvency, or debtor relief laws, including without limitation under Sections 364 or 1111(b)(2) of the United States Bankruptcy Code.

(vi) New Trustor waives demand, protest and notice of any kind including, without limiting the generality of the foregoing notice of the existence, creation or incurring of new or additional indebtedness or of any action or non-action on the part of the Borrower, Beneficiary, any endorser, any creditor of Borrower or New Trustor under this or any other instrument, or any other person whosoever in connection with any obligation or evidence of indebtedness held by Beneficiary as collateral or in connection with any indebtedness secured hereby.

(vii) With or without notice to New Trustor, Beneficiary, in its sole discretion, at any time and from time to time, in such manner and upon such terms as it considers best, may (a) apply any and all payments or recoveries from Borrower, from either New Trustor, from any guarantor or endorser, or realized from any security, in such manner, order and priority as Beneficiary elects, to any indebtedness of Borrower, and (b) refund to Borrower any payment received by Beneficiary upon any indebtedness hereby secured and payment of the amount refunded shall be fully secured hereby.

(viii) No exercise or nonexercise by Beneficiary of any right hereby given it, no dealing by Beneficiary with Borrower or any other person, and no change, impairment or suspension of any right or remedy of Beneficiary shall in any way affect any of the obligations of either New Trustor hereunder or give either New Trustor any recourse against Beneficiary.

(ix) If any term or provision of this Deed of Trust, or the application thereof to any person, entity or circumstances shall to any extent be invalid or unenforceable the remainder of this Deed of Trust, or the application of such or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each term or provision of this Deed of Trust shall be valid and enforceable to the fullest extent permitted by law.

(e) The legal description attached as Exhibit A to the Deed of Trust is hereby amended and restated to be the Amended and Restated Legal Description attached hereto as **Exhibit B**. Accordingly, the parties hereby agree that all references in the Deed of Trust to the "Premises", "Improvements", "Project", and "Property" are hereby amended to reference the "Premises" legally described in **Exhibit B** attached hereto and all associated improvements, buildings and related rights thereto.

3. Not a Novation. The parties each agree and acknowledge that the modifications set forth herein are not intended to be a novation or to constitute or evidence a new loan but rather a continuation of the existing Loan and the lien and charge of the Deed of Trust against the Property and all assets and properties described in the Deed of Trust shall continue unabrogated and in full force and effect.

4. Ratification of Deed of Trust. As amended by this Amendment, the Deed of Trust is ratified and confirmed and continues in full force and effect and contains the entire understanding and agreement of the parties in respect of the Deed of Trust and supersedes all prior representations, warranties, agreements and understandings. No provision of this Amendment may be changed, discharged, supplemented, terminated or waived except in a writing signed by Beneficiary.

5. Release and Discharge. Original Trustor and New Trustor fully, finally, and forever release and discharge Beneficiary and its successors, assigns, directors, officers, employees, agents, and representatives from any and all actions, causes of action, claims, debts, demands, liabilities, obligations, and suits, of whatever kind or nature, in law or equity, that Original Trustor and New Trustor have or in

the future may have, whether known or unknown, (i) in respect of the Loan, the Loan Documents, or the actions or omissions of Beneficiary in respect of the Loan or the Loan Documents, and (ii) arising from events occurring prior to the date of this Amendment.

6. Miscellaneous. Except for the amendments above stated, all of the conditions and covenants of the Deed of Trust shall remain in full force effect, unchanged, and the Deed of Trust is in all respects ratified, confirmed and approved. All of the terms and conditions of the Deed of Trust are incorporated herein by reference.

7. Counterparts. This Amendment may be executed in any number of counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument. Signature pages may be removed from separate counterparts to form a single document.

8. Choice of Law. This Amendment shall be governed by and construed in accordance with the laws of the State of Utah, without giving effect to conflicts of law principles.

9. Binding Effect. The Deed of Trust as modified herein shall be binding upon and inure to the benefit of, Original Trustor, New Trustor and Beneficiary and their respective successors and assigns.

10. Ratification. As amended by this Amendment, the Deed of Trust is ratified and confirmed and continues in full force and effect.


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IN WITNESS WHEREOF, Original Trustor, New Trustor, and Beneficiary have executed this Amendment as of the day and year first above written.

ORIGINAL TRUSTOR:

BOYER QC HOLDINGS, L.C.
a Utah limited liability company


By: THE BOYER COMPANY, L.C.
a Utah limited liability company,
its manager

By: 
Name: ~~Jacob L. Boyer~~ *Dana Gion*
Title: Manager

NEW TRUSTOR:


BOYER 151, L.C.
a Utah limited liability company

By: THE BOYER COMPANY, L.C.
a Utah limited liability company,
its manager

By: 
Name: ~~Jacob L. Boyer~~ *Dana Gion*
Title: Manager

BOYER 102, L.C.
a Utah limited liability company

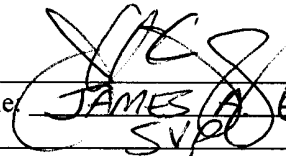
By: THE BOYER COMPANY, L.C.
a Utah limited liability company,
its manager

By: 
Name: ~~Jacob L. Boyer~~ *Dana Gion*
Title: Manager

[Signatures Continue on Next Page.]

BENEFICIARY:

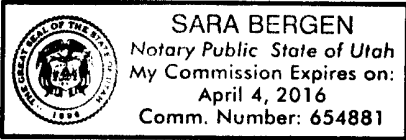
KEYBANK NATIONAL ASSOCIATION
a national banking association

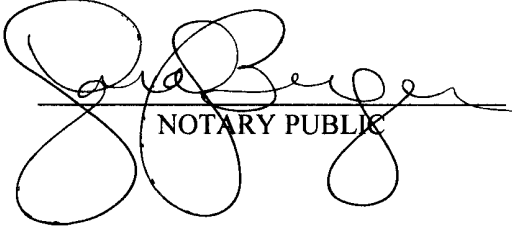
By: 
Name: JAMES A. ENDRIZZI
Its: SVP

STATE OF UTAH)
 : ss.
County of SALT LAKE)

The foregoing instrument was acknowledged before me this 29th day of July, 2014, by ~~Jacob L. Boyer~~ ^{Devon Glenn}, a manager of THE BOYER COMPANY, L.C., a Utah limited liability company, the manager of BOYER QC HOLDINGS, L.C., a Utah limited liability company, for and on behalf of said company

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

[Seal] 

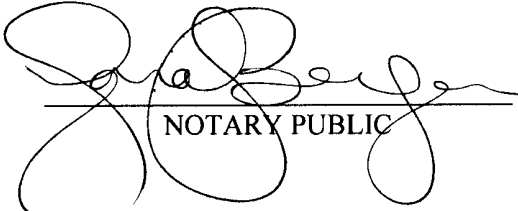

NOTARY PUBLIC

STATE OF UTAH)
 : ss.
County of SALT LAKE)

The foregoing instrument was acknowledged before me this 29th day of July, 2014, by ~~Jacob L. Boyer~~ ^{Devon Glenn}, a manager of THE BOYER COMPANY, L.C., a Utah limited liability company, the manager of BOYER 151, L.C., a Utah limited liability company, for and on behalf of said company

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

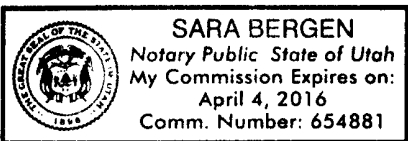
[Seal] 

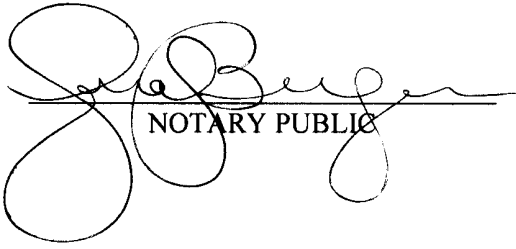

NOTARY PUBLIC

STATE OF UTAH)
 : ss.
County of SALT LAKE)

The foregoing instrument was acknowledged before me this 29th day of July, 2014, by ~~Jacob L. Boyer~~ ^{Devon Glenn}, a manager of THE BOYER COMPANY, L.C., a Utah limited liability company, the manager of BOYER 102, L.C., a Utah limited liability company, for and on behalf of said company

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

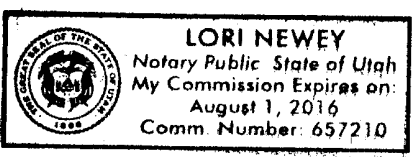
[Seal] 


NOTARY PUBLIC

STATE OF UTAH)
 : ss.
County of Salt Lake)

The foregoing instrument was acknowledged before me this 11th day of August, 2014, by James A. Endrizzi, a Sr. Vice President of KEYBANK NATIONAL ASSOCIATION, a national banking association, for and on behalf of said association.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

[Seal] 

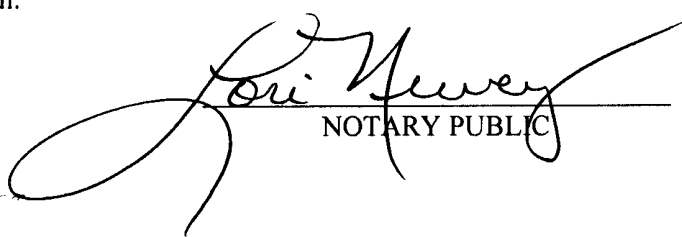

NOTARY PUBLIC

EXHIBIT A
LEGAL DESCRIPTION

That certain real property located in Salt Lake County, State of Utah and described as follows:

[See Attached.]

Parcel 1:

Parcel 1 of THE CITY PLACE MINOR SUBDIVISION, as set forth in that certain Amended Notice of Minor Subdivision Approval recorded June 4, 2003 as Entry No. 8675652 in Book 8811 at page 3337 of official records, and further being described as follows:

Beginning at a point on the South line of Lot 3, Block 71, Plat "A", SALT LAKE CITY SURVEY, said point being North 89°58'22" East 408.50 feet along the said South line from the Southwest corner of Lot 3, Block 71, Plat "A", SALT LAKE CITY SURVEY, said point of beginning also being North 0°01'43" West 227.89 feet along the monument line in State Street and North 89°58'22" East 476.60 feet from a Salt Lake City monument in the intersection of State Street and 200 South Street, and running thence North 0°01'43" West 247.50 feet; thence North 89°58'22" East 86.50 feet; thence North 0°01'43" West 12.50 feet; thence North 89°58'22" East 165.00 feet to the West line of 200 East Street; thence South 0°01'43" East 334.00 feet along the West line of said 200 East Street; thence South 89°58'22" West 88.00 feet; thence North 0°01'43" West 8.00 feet; thence South 89°58'22" West 85.50 feet; thence North 0°01'43" West 66.00 feet; thence South 89°58'22" West 78.00 feet to the point of beginning.

Parcel 2:

Beginning South 0°01'43" East 228.2 feet from Northeast Corner, Block 71, Plat A, SALT LAKE CITY SURVEY; South 0°01'43" East 6.8 feet; West 165 feet; North 6.8 feet; North 89°58'22" East 165 feet to beginning.

Parcel 3:

Parcel 2 of THE CITY PLACE MINOR SUBDIVISION, as set forth in that certain Amended Notice of Minor Subdivision Approval recorded June 4, 2003 as Entry No. 8675652 in Book 8811 at Page 3337 of Official Records, and further described as follows:

Beginning at the Southwest Corner of Lot 3, Block 71, Plat "A", SALT LAKE CITY SURVEY, said point being on the East line of State Street and being North 0°01'43" West 165.00 feet along the East line of State Street from the Southwest Corner of Block 71, Plat "A", Salt Lake City Survey, said point of beginning also being North 0°01'43" West 227.89 feet along the monument line in State Street and North 89°58'22" East 68.10 feet from a Salt Lake City monument in the intersection of State Street and 200 South Street, and running; thence North 0°01'43" West 89.50 feet along the East line of said State Street; thence North 89°58'22" East 113.65 feet; thence North 0°01'43" West 26.00 feet; thence South 89°58'22" West 113.65 feet to the East line of said State Street; thence North 0°01'43" East 49.90 feet along the East line of said State Street; thence North 89°58'22" East 165.00 feet; thence North 0°01'43" West 73.10 feet; thence North 89°58'22" East 82.50 feet; thence North 0°01'43" West 9.00 feet; thence North 89°58'22" East 161.00 feet; thence South 0°01'43" East 247.50 feet; thence South 89°58'22" West 408.50 feet to the point of beginning.

Parcel 4:

Beginning at the Northeast Corner of Block 71, Plat "A", SALT LAKE CITY SURVEY and running thence South 0°01'43" East along the East line of said Block 71 a distance of 228.20 feet; thence South

89°58'22" West 165.00 feet; thence North 0°01'43" West 63.20 feet; thence South 89°58'22" West 46.00 feet; thence North 0°01'43" West 165.00 feet to the North line of said Block 71; thence North 89°58'22" East along said North line 211.00 feet to the point of beginning.

Parcel 5:

Beginning 165 feet West of the Northeast Corner of Lot 7, Block 71, Plat "A", SALT LAKE CITY SURVEY, and running thence West 10.5 feet; thence South 63 feet; thence East 10.5 feet; thence North 63 feet to the point of beginning.

Less and excepting from the above Parcels 1 thru 5 that portion of the subject property as disclosed by that certain Special Warranty Deed recorded October 2, 2013 as Entry No. 11735616 in Book 10182 at Page 6928, being described as follows:

Beginning the Northeast corner of Lot 1, Block 71, Plat "A", SALT LAKE CITY SURVEY, and running thence South 0°01'43" East 74.00 feet along the West right of way of 200 East Street; thence South 89°58'22" West 88.00 feet; thence North 0°01'43" West 8.00 feet; thence South 89°58'22" West 85.80 feet; thence North 0°01'43" West 66.00 feet to a point on the North line of said Lot 1; thence South 89°58'22" West 21.30 feet along said line; thence North 0°01'43" West 216.01 feet; thence North 89°58'22" East 194.80 feet to a point on the West right of way of 200 East Street; thence South 0°01'43" East 216.01 feet along said line to the point of beginning.

Parcel 6:

Together with an easement and right of way as disclosed by that certain Special Warranty Deed recorded December 31, 2001 as Entry No. 8107848 in Book 8549 at page 1708 and mense instruments of record, being described as follows:

Beginning at a point 76 1/2 feet South from the Northwest Corner of Lot 4, Block 71, Plat "A", SALT LAKE CITY SURVEY; and running thence East 100 feet; thence North 3 feet; thence East 147 1/2 feet; thence North 10 1/2 feet; thence East 247 1/2 feet; thence South 39 feet; thence West 247 1/2 feet; thence North 10 1/2 feet; thence West 147 1/2 feet; thence North 3 feet; thence West 100 feet; thence North 12 feet to the point of beginning.

Parcel 7:

Beginning at a point 49 and half feet South of the Northwest corner of Lot 3, Block 71, Plat "A", SALT LAKE CITY SURVEY, thence South 26 feet; thence East 113.65 feet; thence North 26 feet; thence West 113.65 feet to the point of beginning.

EXHIBIT B
AMENDED AND RESTATED LEGAL DESCRIPTION

That certain real property located in Salt Lake County, State of Utah and described as follows:

Parcel 1:

A portion of the parcel recorded in Consolidation Quitclaim Deed Entry No. 11697647, official records, and Special Warranty Deed Entry No. 11541424, official records, in the City of Salt Lake City, Salt Lake County, Utah, being a part of Block 71, Plat "A", Salt Lake City Survey, more particularly described as follows:

Beginning at the Southwest corner of Lot 3, of said Block 71, said point being on the East line of State Street, being North 00°01'43" West along said East line 165.00 feet, from the Southwest corner of said Block 71, said point of beginning also being North 00°01'43" West 227.71 feet along the monument line in State Street and North 89°58'22" East 68.10 feet from a Salt Lake City monument in the intersection of State Street and 200 South Street, and running; thence North 00°01'43" West along the East line of said State Street 165.40 feet; thence North 89°58'22" East 176.50 feet; thence South 00°01'43" East 165.40 feet, to the South line of Lot 3, of said Block 71; thence South 89°58'22" West 176.50 feet, to the point of beginning.

Parcel 2:

A portion of the parcel recorded in Consolidation Quitclaim Deed Entry No. 11697647, official records, in the City of Salt Lake City, Salt Lake County, Utah, being a part of Block 71, Plat "A", Salt Lake City survey, more particularly described as follows:

Beginning at a point on the South line of Lot 3, of said Block 71, being North 00°01'43" West along said East line of State Street 165.00 feet, and North 89°58'22" East 176.50 feet, from the Southwest corner of said Block 71, said point of beginning also being North 00°01'43" West 227.71 feet along the monument line in State Street and North 89°58'22" East 244.60 feet from a Salt Lake City monument in the intersection of State Street and 200 South Street, and running; thence North 00°01'43" West 165.40 feet; thence South 89°58'22" West 11.50 feet; thence North 00°01'43" West 73.10 feet; thence North 89°58'22" East 82.50 feet; thence North 00°01'43" West 9.00 feet; thence North 89°58'22" East 247.50 feet; thence North 00°01'43" West 19.50 feet; thence South 89°58'22" West 10.50 feet; thence North 00°01'43" West 63.00 feet, to the North line of Lot 7, of said Block 71; thence South 89°58'22" West along said North line 35.50 feet; thence North 00°01'43" West 165.00 feet, to the South line of 100 South (North line of said Block 71); thence North 89°58'22" East 211.00 feet, to the Northeast corner of said Block 71, said point being the intersection of the East line of 200 East and the South line of 100 South; thence South 00°01'43" East along the East line of 200 East 278.99 feet; thence South 89°58'22" West 194.80 feet; thence South 00°01'43" East 216.01 feet, to the South line of Lot 8, of said Block 71; thence South 89°58'22" West along the South line of Lot 8 and the South line Lot 3, of said Block 71, a distance of 288.70 feet, to the point of beginning.

Parcel 2A:

Together with a perpetual easement for purposes of vehicular and pedestrian access, ingress and egress as disclosed by that certain Reciprocal Easements Agreement recorded June 4, 2014 as Entry No. 11860095 in Book 10235 at Page 7647 of official records, being described as follows:

An access easement for right of way purposes in Lots 4 and 7 of Block 71, Plat "A", Salt Lake City Survey, in the City of Salt Lake City, Salt Lake County, Utah, more particularly described as follows:

Beginning at a point on the East right of way of State Street; said point being South 00°01'43" East 76.50 feet along said East line, from the Northwest corner of Lot 4, Block 71, Plat "A" Salt Lake City Survey, said point of beginning also being North 00°01'43" West 481.21 feet along the monument line in State Street, and North 89°58'22" East 68.10 feet, from a Salt Lake City monument in the intersection of State Street and 200 South Street; and running thence North 89°58'22" East 100 feet; thence North 00°01'43" West 3.00 feet; thence North 89°58'22" East 147.50 feet; thence North 00°01'43" West 10.50 feet; thence North 89°58'22" East 247.50 feet; thence South 00°01'43" East 7.00 feet; thence North 89°58'22" East 125.34 feet; thence North 86°22'46" East 33.44 feet; thence North 83°30'29" East 6.33 feet, to the West line of 200 East Street, said point being South 00°01'43" East along said West line 67.19 feet, from the Northeast corner of Lot 7, Block 71, Plat "A" Salt Lake City Survey; thence South 00°01'43" East along said West line 22.08 feet; thence South 89°58'17" West 1.21 feet; thence South 78°49'37" West 5.28 feet to the beginning of a tangent curve concave to the North, with a radius of 118.00 feet; thence Westerly 22.95 feet, through a central angle of 11°08'44"; thence South 89°58'21" West 123.11 feet, to the beginning of a tangent curve concave to the North, with a radius of 98.00 feet; thence Westerly 18.48 feet, through a central angle of 10°48'25", to the beginning of a reverse curve, with a radius of 102.00 feet; thence Westerly 19.24 feet along said curve through a central angle of 10°48'25"; thence South 89°58'21" West 185.83 feet, to the beginning of a tangent curve concave to the South with a radius of 102.00 feet; thence Westerly 16.68 feet, through a central angle of 09°22'06", to the beginning of a reverse curve, with a radius of 118.00 feet; thence Westerly 19.29 feet along said curve, through a central angle of 09°22'06"; thence South 89°58'21" West 83.55 feet; thence North 00°01'43" West 0.41 feet; thence South 89°58'22" West 65.00 feet; thence North 00°91'43" West 3.00 feet; thence South 89°58'22" West 100 feet, to the East line of said State Street; thence North 00°01'43" West along said line 12.00 feet, to the point of beginning.