## PREPARED BY AND WHEN RECORDED RETURN TO:

Victor A. Taylor, Esq. Parr Brown Gee & Loveless 185 South State Street, Suite 800 Salt Lake City, Utah 84111 telephone: (801) 532-7840 telecopier: (801) 532-7750 10588467 12/30/2008 10:50 AM \$22.00 Book - 9669 P9 - 3361-3367 GARY W. OTT RECORDER, SALT LAKE COUNTY, UTAH PARR BROWN GEE & LOVELESS 185 S STATE #800 SLC UT 84111-1536 BY: EAP, DEPUTY - WI 7 P.

## SPECIAL WARRANTY DEED, BILL OF SALE AND ASSIGNMENTS [201CC Land, LLC/201CC-One, LLC]

THIS INSTRUMENT is entered into as of the 22<sup>nd</sup> day of December, 2008, between 201CC LAND, LLC, a Utah limited liability company, formerly known as The Argent Group 201, LLC ("<u>Grantor</u>"), whose address is 10701 South River Front Parkway, Suite 135, South Jordan, Utah 84095, and 201CC-ONE, LLC, a Utah limited liability company ("<u>Grantee</u>"), whose address is 10701 South River Front Parkway, Suite 135, South Jordan, Utah 84095.

FOR THE SUM OF TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are acknowledged:

GRANTOR HEREBY CONVEYS AND WARRANTS to Grantee against all who claim by, through or under Grantor, but not otherwise, certain real property (the "Property") located in Salt Lake County, Utah, described as follows:

[Tax Parcel No. 15-19-201-012]

Lot 101, 201 COMMERCE CENTER SUBDIVISION NO. 1, according to the official plat thereof as recorded in the office of the Salt Lake County Recorder.

TOGETHER WITH all buildings, other structures, landscaping, parking lots and walkways on, and fixtures attached to, the Property (including, without limitation, plumbing, electrical, heating, ventilating, air conditioning and other lines and systems) and other physical improvements located on or affixed to the Property, and all appurtenant easements and rights-of-way and all other appurtenances in any way appertaining to the Property, including, without limitation, all oil, gas, water and mineral rights, and all right, title and interest of Grantor in and to any land lying in the bed of any street, road, avenue or alley, whether open, closed or proposed, and any strips and gores, in front of or adjoining the Property, and in and to any award for damages to the Property by reason of the change of any street or a condemnation or taking for a public use.

BUT EXPRESSLY EXCLUDING, notwithstanding anything contained in this instrument to the contrary, any right, title or interest of Grantor in, to or under the Agreement for Disposition of Land for Private Development (A.D.L.), dated February 26, 2008, entered into among the Redevelopment Agency of West Valley City, a public entity, West Valley City, a municipal corporation of the state of Utah, and Grantor, all of which right, title and interest will be retained solely by Grantor.

SUBJECT TO current taxes and assessments and all rights-of-way, easements, covenants, restrictions, reservations and other matters of record.

GRANTOR GRANTS, BARGAINS AND SELLS to Grantee all tangible and intangible personal property owned by Grantor and used on or in connection with the Property or any buildings, structures or other improvements located on the Property including, without limitation, the following: (i) all goods, equipment, machinery, materials, supplies, fixtures, furniture, furnishings, tools, appliances and other tangible personal property owned by Grantor and located on the Property; and (ii) all contract rights, escrow accounts, accounts receivable, chattel paper, insurance policies, agreements, instruments, documents of title, general intangibles, business records, plans, specifications, drawings, options, declarations, surveys, studies, reports, architectural renderings, diagrams, maps, permits, licenses, certificates, zoning and subdivision development applications, filings and approvals and other intangible personal property owned by Grantor and used in connection with the ownership or operation of the Property.

GRANTOR ASSIGNS AND TRANSFERS to Grantee all of Grantor's right, title and interest as the landlord under all leases (the "Leases") affecting any portion of the Property or any buildings, structures or other improvements located on the Property, including, without limitation, the Lease Agreement, dated February14, 2008, entered into between Grantor, as landlord, and Quartzdyne, Inc., a Delaware corporation, as tenant, together with the following: (i) all rents now due and to become due under the Leases and the right to collect such rents; (ii) all guarantees of the obligations of any tenant under any Lease; (iii) all proceeds of the Leases, including, without limitation, any claims of Grantor against any insurer or other third person for loss or damage to, or destruction of, the Property; (iv) all security deposits and advance rentals held by Grantor under the Leases; and (v) the right to exercise all other rights, options and privileges extended to Grantor under the terms of the Leases. Grantee accepts the foregoing assignment and assumes and agrees to be bound by all of the terms, covenants and conditions to be performed on and after the date of this instrument by the landlord under the Leases, until such time as Grantee transfers and assigns its interest in the Leases.

GRANTOR ASSIGNS AND TRANSFERS to Grantee all of Grantor's right, title and interest as the Property owner under all management, construction, leasing, advertising, employment, landscaping, maintenance, service and other contracts relating to the Property or any buildings, structures or other improvements located on the Property. Grantee accepts the foregoing assignment and assumes and agrees to be bound by all of the terms, covenants and conditions to be performed on and after the date of this instrument by the Property owner under such contracts, until such time as Grantee transfers and assigns its interest in such contracts.

GRANTOR ASSIGNS AND TRANSFERS to Grantee all of Grantor's right, title and interest under all warranties, guaranties and agreements from or by, and all claims and entitlements against, all third parties with respect to the Property and any building, building component, material, structure, fixture, machinery, equipment or other property situated on, contained in or comprising a part of any building or other improvement located on the Property, including, without limitation, those warranties, guaranties, agreements, claims and entitlements relating to the design, construction, installation, finishing or fabrication of any such building, building component, material, structure, fixture, machinery, equipment or other property. The warranties, guaranties, agreements, claims and entitlements assigned by this instrument include, without limitation, those existing or arising by virtue of construction contracts or subcontracts, contracts with architects or engineers interested in construction of improvements located on the Property, contracts with suppliers of fixtures, machinery, equipment and other property, those existing or arising by operation of law, those that are express, those that are implied and those that exist or arise by reason of negligence or deficiencies on the part of a third party.

GRANTOR AND GRANTEE have executed this instrument on the respective dates set forth below, to be effective as of the date first set forth above.

	By
	By Xyyuu I I I I I I I I I I I I I I I I I I
State of Utah ) ss.	
County of Salt Lake )	,
The foregoing instrument was a by David S. Layton, a Manager of 201	acknowledged before me thisday of December, 2008, CC Land, LLC.
ROBERTA ROWAN Notary Public State of Utah My Commission Expires on: July 9, 2012 Comm. Number: 575089	Roberts Rowan Notary Public
My Commission Expires:	Residing at:
7-9-2012	Salt Lake County

**GRANTOR**:

State of Utah	)
	) ss.
County of Salt Lake	)

The foregoing instrument was acknowledged before me this 22 day of December, 2008, by Jeffrey C. Flamm, a Manager of 201CC Land, LLC.

ROBERTA ROWAN Notary Public State of Utah My Commission Expires on: July 9, 2012 Comm. Number: 575089
My Commission Expires on: July 9, 2012

Robert Rowan

Notary Public

My Commission Expires:

Residing at:

7-9-2012

Salt hake County

		GRANTEE:
		201CC-ONE, LLC, a Utah limited liability company
		By
		Date
		Jeffrey C. Flamm Manager
		Date De Za zoos
State of Utah	) ) ss.	
County of Salt Lake	)	
The foregoing instrur by David S. Layton, a Manag		owledged before me this 22 <sup>14</sup> day of December, 2008, One, LLC.

ROBERTA ROWAN
Notary Public State of Utah
My Commission Expires on:
July 9, 2012
Comm. Number: 575089

My Commission Expires:

Residing at:

7-9-2012

Salt Lake County

County of Salt Lake	) ss. )
The foregoing instruby Jeffrey C. Flamm, a Man	ment was acknowledged before me this 25 <sup>22</sup> day of December, 2008 ager of 201CC-One, LLC.
ROBERTA ROWAN Notary Public State of Utal My Commission Expires on July 9, 2012 Comm. Number: 575089	Roberta Rowan Notary Public
My Commission Expires:	Residing at:
7-9-2012	Salt Lake County

State of Utah