

11008298
8/11/2010 10:20:00 AM \$868.00
Book - 9848 Pg - 3241-3662
Gary W. Ott
Recorder, Salt Lake County, UT
FIRST AMERICAN NCS
BY: eCASH, DEPUTY - EF 422 P.

CONSTRUCTION, OPERATION AND RECIPROCAL EASEMENT AGREEMENT

by and among

CITY CREEK CENTER ASSOCIATES LLC,
a Delaware limited liability company

NORDSTROM, INC.,
a Washington corporation

MACY'S WEST STORES, INC.,
an Ohio corporation

and

CITY CREEK RESERVE, INC.,
a Utah non profit corporation

**CITY CREEK CENTER
SALT LAKE CITY, UTAH**

TABLE OF CONTENTS

	Page
ARTICLE 1 DEFINITIONS	3
Section 1.01 Affiliate.....	3
Section 1.02 Appropriate Tenant.....	3
Section 1.03 Block.....	3
Section 1.04 Block 75.....	3
Section 1.05 Block 75 Fee Property.....	3
Section 1.06 Block 75 Office Buildings.....	4
Section 1.07 Block 76.....	4
Section 1.08 Block 76 Fee Property.....	4
Section 1.09 Block 76 Office Buildings.....	4
Section 1.10 Buildable Condition.....	4
Section 1.11 Building.....	4
Section 1.12 Building Schedule.....	4
Section 1.13 CCRI.....	4
Section 1.14 CCRI Adjacent Retail.....	4
Section 1.15 Center Opening Date.....	4
Section 1.16 Church.....	5
Section 1.17 Church Blocks.....	5
Section 1.18 City Creek Center Project.....	5
Section 1.19 City Creek Center Property.....	5
Section 1.20 Closed Operation.....	5
Section 1.21 Common Area.....	5
Section 1.22 Common Utility Facilities.....	5
Section 1.23 Condemnation.....	5
Section 1.24 Condemnation Date.....	5
Section 1.25 Definitive Documents.....	6
Section 1.26 Delivered Premises.....	6
Section 1.27 Design Standards.....	6
Section 1.28 Developer.....	6
Section 1.29 Developer Delivered Premises.....	6
Section 1.30 Developer Facilities.....	6
Section 1.31 Developer Facilities Preliminary Development Design Plans.....	6
Section 1.32 Developer Parcel.....	6
Section 1.33 Development Agreement.....	6
Section 1.34 E/W Corridors.....	7
Section 1.35 Excluded Block 75 Floor Area.....	7
Section 1.36 Fee Property.....	7
Section 1.37 First Mortgage.....	7
Section 1.38 Floor Area.....	7
Section 1.39 Force Majeure.....	8
Section 1.40 Fund.....	8
Section 1.41 Governmental Authorities.....	9

Section 1.42	Grantee	9
Section 1.43	Grantor	9
Section 1.44	Grantor's Parcel	9
Section 1.45	Gross Leasable Area	9
Section 1.46	Ground Lease Property	9
Section 1.47	Hardware	9
Section 1.48	Institutional Lender	9
Section 1.49	Laws	9
Section 1.50	Lease	9
Section 1.51	Macy's	9
Section 1.52	Macy's Building	9
Section 1.53	Macy's Delivered Premises	10
Section 1.54	Macy's Operating Area	10
Section 1.55	Macy's Parcel	10
Section 1.56	Main Street Bridge	10
Section 1.57	Main Street Garage	10
Section 1.58	Major or Majors	10
Section 1.59	Major Sublease	10
Section 1.60	Mall	10
Section 1.61	Mall Store Buildings	10
Section 1.62	Master Declaration	11
Section 1.63	Master Schedule	11
Section 1.64	Minimum Retail Spaces Parking Requirement	11
Section 1.65	Mortgage	11
Section 1.66	Mortgagee	11
Section 1.67	N/S Corridors	11
Section 1.68	Nordstrom	11
Section 1.69	Nordstrom Building	11
Section 1.70	Nordstrom Delivered Premises	11
Section 1.71	Nordstrom Operating Area	11
Section 1.72	Nordstrom Parcel	11
Section 1.73	Occupant	12
Section 1.74	Offensive Media	12
Section 1.75	Office Buildings	12
Section 1.76	Operating Area	12
Section 1.77	Operating Covenant Period	12
Section 1.78	Parcel	12
Section 1.79	Parking Agreement	12
Section 1.80	Parking Facilities	12
Section 1.81	Parking Facilities Design Plans	13
Section 1.82	Party	13
Section 1.83	Permissible Building Area	13
Section 1.84	Permittee	13
Section 1.85	Person	13
Section 1.86	Price Index	13
Section 1.87	Project Manager	13

Section 1.88	REA.....	14
Section 1.89	Required Improvements.....	14
Section 1.90	Required Improvement Plans.....	14
Section 1.91	Retail Center.....	14
Section 1.92	Retail Center Airspace Lease.....	14
Section 1.93	Retail Center Parcel.....	14
Section 1.94	Retail Center Standard.....	14
Section 1.95	Retail Spaces.....	14
Section 1.96	Retail Zone Parking.....	14
Section 1.97	Sale and Leaseback.....	14
Section 1.98	Separate Utility Facilities.....	15
Section 1.99	Signage.....	15
Section 1.100	Skylight System.....	15
Section 1.101	Supplemental Agreement.....	15
Section 1.102	Taxes.....	15
Section 1.103	Time Honored Standards.....	15
Section 1.104	Transfer.....	15
Section 1.105	Transferee.....	15
Section 1.106	Transferor.....	15
Section 1.107	Truck Facilities.....	16
Section 1.108	Turnover Date.....	16
Section 1.109	Winter Garden.....	16
ARTICLE 2 EASEMENTS.....		17
Section 2.01	Definitions and Documentation.....	17
Section 2.02	Easements for Use of Mall and Other Common Area (Exclusive of Common Utility Facilities).....	18
Section 2.03	Easements for Use of Truck Facilities.....	19
Section 2.04	Easements for Utility Facilities.....	19
Section 2.05	Construction Easements.....	21
Section 2.06	Maintaining Common Footings and/or Common Foundations.....	22
Section 2.07	Easement for Connection to Parking Facilities.....	22
Section 2.08	Self Help Easements.....	23
Section 2.09	No Dedication of Easement and Benefit to Permittee; Right to Dedicate.....	23
Section 2.10	Easement for Benefit of Macy’s Building.....	24
ARTICLE 3 ON SITE AND OFF SITE IMPROVEMENT WORK PLANS - CONSTRUCTION.....		25
Section 3.01	On-Site and Off-Site Improvements.....	25
Section 3.02	General Responsibility of Developer.....	25
Section 3.03	Development and Establishment of On-Site Improvement Plans Approval Thereof.....	26
Section 3.04	Schedule of Required Improvements.....	26
ARTICLE 4 PLANS AND SPECIFICATIONS.....		28

Section 4.01	Addresses to Which Plans Are to be Sent.....	28
Section 4.02	Minimum Technical Specifications.....	28
Section 4.03	Plans of Developer.....	28
Section 4.04	Plans of Majors.....	29
Section 4.05	Retail Center to be Architecturally Harmonious.....	30
Section 4.06	Request for a Copy of Drawings or Plans.....	30
ARTICLE 5 GENERAL CONSTRUCTION REQUIREMENTS.....		31
Section 5.01	“Construction” and “Commencement of Construction” Defined.....	31
Section 5.02	Performance of Construction.....	31
Section 5.03	Safety Measures.....	31
Section 5.04	Construction: Storage and Time Schedule.....	32
Section 5.05	Building Schedule.....	32
Section 5.06	Evidence of Compliance with Construction Requirements.....	33
Section 5.07	Liens.....	33
Section 5.08	Other Components of City Creek Center Project.....	34
Section 5.09	Location and Height of Buildings; Permissible Sidewalks.....	34
ARTICLE 6 CONSTRUCTION BY DEVELOPER AND CCRI.....		35
Section 6.01	CCRI’s Construction Duty.....	35
Section 6.02	Developer’s Construction Duty.....	35
Section 6.03	Proof of Developer Financing.....	36
ARTICLE 7 CONSTRUCTION BY MAJORS.....		37
Section 7.01	Conditions to Major’s Construction Duty.....	37
Section 7.02	Construction of Nordstrom Improvements.....	38
Section 7.03	Construction of Macy’s Improvements.....	39
Section 7.04	Completion of Majors’ Improvements.....	39
Section 7.05	Opening of Majors’ Improvements.....	40
Section 7.06	Macy’s Limitation.....	41
ARTICLE 8 ALTERATIONS AND ADDITIONS TO IMPROVEMENTS.....		42
Section 8.01	Alterations.....	42
Section 8.02	Additional Floor Area.....	42
Section 8.03	Changes to Site Plan.....	42
ARTICLE 9 MAINTENANCE, REPAIR AND RESTORATION OF BUILDINGS AND IMPROVEMENTS: GENERAL.....		43
Section 9.01	Maintenance of Buildings and Improvements on Each Parcel.....	43
Section 9.02	Damage or Destruction of Developer Facilities.....	43
Section 9.03	Damage or Destruction to the Building of a Major.....	44
Section 9.04	Duty to Complete Rebuilding.....	45
Section 9.05	Clearing Debris from Razed Improvements.....	45
Section 9.06	Damage to or Destruction of Parking Facilities.....	45
ARTICLE 10 MAINTENANCE, REPAIR AND RESTORATION COMMON AREA.....		47

Section 10.01 Operation and Maintenance of Mall	47
Section 10.02 Failure of Performance	48
Section 10.03 Maintenance of the Parking Facilities	49
ARTICLE 11 PARKING REQUIREMENTS.....	50
Section 11.01 General	50
Section 11.02 The Parking Facilities	50
Section 11.03 Charges for Parking; Employee Parking Areas; Valet Parking Area	50
Section 11.04 Use of Parking Facilities	51
Section 11.05 Changes to Parking Facilities	51
ARTICLE 12 OPERATING COVENANTS OF DEVELOPER.....	52
Section 12.01 Developer's General Operating Covenants	52
Section 12.02 Name of Retail Center	52
ARTICLE 13 OPERATING COVENANTS OF MAJORS.....	54
Section 13.01 Operating Covenant	54
Section 13.02 Termination of Operating Covenant by a Major	55
Section 13.03 Temporary Cessations of Business	60
Section 13.04 No Regulations of Manner of Operation; Sunday Hours	60
Section 13.05 Conveyances; Mortgages	60
ARTICLE 14 GENERAL COVENANTS - CENTER APPEARANCE; OBJECTIONABLE USES	62
Section 14.01 Removal of Buildings	62
Section 14.02 Limitation on Detrimental Characteristics	62
Section 14.03 Non Interference with Permittee Circulation	63
Section 14.04 Signs	64
Section 14.05 Objectionable Uses	64
ARTICLE 15 TRANSFER OR CONVEYANCE OF PARCELS.....	67
Section 15.01 Certain Definitions for This Article	67
Section 15.02 Assignment and Transfer; Release	68
Section 15.03 Notice to Mortgagee	71
ARTICLE 16 INSURANCE.....	73
Section 16.01 Duty to Carry Property Insurance - Release and Waiver of Subrogation	73
Section 16.02 General Requirements for Property Insurance Policies	73
Section 16.03 Use of Policy Proceeds	74
Section 16.04 Duty to Carry Liability Insurance	74
Section 16.05 Construction Insurance	75
Section 16.06 Indemnification By Parties	76
Section 16.07 Contractual Liability Insurance	77
Section 16.08 Self Insurance; "Blanket Policies"	77
Section 16.09 Certificate of Insurance	77
Section 16.10 Adjustment of Insurance Coverage	77

ARTICLE 17 CONDEMNATION	79
Section 17.01 "Condemnation" and "Condemnation Date" Defined	79
Section 17.02 Condemnation of a Building	79
Section 17.03 Condemnation of Parking	80
Section 17.04 Award	81
Section 17.05 Effect of Termination	81
Section 17.06 Instrument Evidencing Termination	82
Section 17.07 No Instigation of Condemnation	82
ARTICLE 18 REAL ESTATE TAXES	83
Section 18.01 Payment of Taxes	83
Section 18.02 Contesting Taxes	83
ARTICLE 19 EXCUSES FOR NON PERFORMANCE	84
ARTICLE 20 NOTICES AND APPROVALS	85
ARTICLE 21 AMENDMENT	87
ARTICLE 22 TERM OF AGREEMENT	88
ARTICLE 23 MISCELLANEOUS	89
Section 23.01 Table of Contents and Captions Exhibits	89
Section 23.02 Locative Adverbs; Terms	89
Section 23.03 REA for Exclusive Benefit of Parties	89
Section 23.04 Waiver of Default	89
Section 23.05 Payment on Default	89
Section 23.06 Opportunity to Cure Defaults	90
Section 23.07 No Partnership, Joint Venture or Principal Agent Relationship	91
Section 23.08 Successors	91
Section 23.09 Governing Laws	91
Section 23.10 Written Consent Required	91
Section 23.11 Reasonableness of Consent	91
Section 23.12 Covenants Run With the Land	91
Section 23.13 Default Shall Not Permit Termination of REA or Supplemental Agreement	91
Section 23.14 Right to Enjoin	92
Section 23.15 Certification of Floor Area	92
Section 23.16 Merchants' Association or Promotion Fund	92
Section 23.17 Representation of Parties	94
Section 23.18 Limitation of Liability	94
Section 23.19 Counterparts	95
Section 23.20 Hazardous or Toxic Materials	95
Section 23.21 Correction of Parcel Descriptions	96
Section 23.22 Inducements	96
Section 23.23 Execution by CCRI	97
Section 23.24 Conflict	97

Section 23.25 Estoppel Clause.....	98
Section 23.26 Deemed Approval.....	98

SIGNATURES.....99

EXHIBIT S

Exhibit A	Legal Descriptions
Exhibit B	Site Plan
Exhibit C	Required Improvements
Exhibit D	Buildings' Height Limitations
Exhibit E	Rules, Regulations and Maintenance Standards
Exhibit F	Sign Criteria
Exhibit G	Acknowledgement of Turnover Date
Exhibit H	Master Schedule
Exhibit I	Excluded Block 75 Floor Area

**CITY CREEK CENTER
SALT LAKE CITY, UTAH**

**CONSTRUCTION, OPERATION AND
RECIPROCAL EASEMENT AGREEMENT**

THIS CONSTRUCTION, OPERATION AND RECIPROCAL EASEMENT AGREEMENT (hereinafter referred to as the "**REA**") is made and entered into as of the 23rd day of July, 2010, by and among **CITY CREEK CENTER ASSOCIATES LLC**, a Delaware limited liability company, qualified to do business in the State of Utah (hereinafter referred to as "**Developer**"); **NORDSTROM, INC.**, a Washington corporation qualified to do business in the State of Utah ("**Nordstrom**"); **MACY'S WEST STORES, INC.**, an Ohio corporation qualified to do business in the State of Utah (hereinafter referred to as "**Macy's**"); and **CITY CREEK RESERVE, INC.**, a Utah non profit corporation (hereinafter referred to as "**CCRI**").

RECITALS:

A. CCRI is the fee owner of substantial portions of the following real property located in Salt Lake City, Utah, bounded by South Temple, State, 100 South and West Temple Streets, and bisected by Main Street, including:

1. Certain portions of the real property commonly referred to as Block 75 in downtown Salt Lake City, Utah, which is bounded by South Temple, State, 100 South and Main Streets ("**Block 75**"), which portions are identified as the "Block 75 Fee Property" on Exhibit A, Part 1, Section A attached hereto and made a part hereof ("**Block 75 Fee Property**"). The Block 75 Fee Property does not include the (i) independently owned parcel located on Block 75 occupied by Qwest and AT&T, or (ii) the properties identified on Exhibit A, Part 1, Section B (the "**Block 75 Office Buildings**"), each of which presently owned or leased by CCRI or an affiliate;

2. Certain portions of the real property commonly referred to as Block 76, west of Block 75, which is bounded by South Temple, Main, 100 South and West Temple Streets ("**Block 76**"), which portions are identified as the "Block 76 Fee Property" on Exhibit A, Part 1, Section C attached hereto and made a part hereof ("**Block 76 Fee Property**"). The Block 76 Fee Property does not contain (i) the Ground Lease Property (as defined below); (ii) or the independently owned parcels located on Block 76 occupied, respectively, by a Marriott hotel and the McIntyre and Crandall office buildings; or (iii) the properties identified on Exhibit A, Part 1, Section D (the "**Block 76 Office Buildings**"), each of which presently is owned by CCRI; and

3. Certain portions of real property underneath Main Street between Block 75 and Block 76, which portions are identified as the "Main Street Garage" on Exhibit A, Part 1, Section E attached hereto and made a part hereof (the "**Main Street**

Garage” and, collectively with the Block 75 Fee Property and the Block 76 Fee Property, the “**Fee Property**”).

B. CCRI is also the ground lessee of certain parcels of land located in Block 76, which portions are identified as “the Ground Lease Property” on Exhibit A, Part 1, Section F attached hereto and made a part hereof (the “**Ground Lease Property**” and, together with the Fee Property, the “**City Creek Center Property**”).

C. CCRI intends to carry out a major redevelopment of the City Creek Center Property and the Office Buildings (as defined below) incorporating the Parking Facilities (as defined above) and mixed-use retail, office and residential uses (the “**City Creek Center Project**”).

D. CCRI is affiliated with The Church of Jesus Christ of Latter Day Saints (the “**Church**”). Other Church affiliates own the blocks immediately to the north of Block 75 and Block 76, together with the land in between such blocks which was formerly a part of Main Street (collectively, the “**Church Blocks**”). The Church Blocks contain the Salt Lake Temple and other religiously significant buildings of the Church. The parties to this REA recognize the special significance of the proximity of the City Creek Center Project to the Church Blocks.

E. CCRI and Developer entered into that certain Retail Center Airspace Lease dated December 4, 2008 (as amended from time to time, the “**Retail Center Airspace Lease**”), in accordance with which: (i)(a) Developer is the lessee of a portion of the City Creek Center Property and (b) the fee owner of a portion of the City Creek Center Property, each as more particularly described on Exhibit A, Part 2 attached hereto and made a part hereof (collectively, the “**Retail Center Parcel**”), (ii) Developer intends to develop, construct, operate and maintain a new single, integrated retail center to be constructed on the Retail Center Parcel (the “**Retail Center**”), and (iii) Developer has committed to cause the Retail Center, including department store improvements, to be constructed and maintained in a manner respectful of the Church Blocks and consistent with the Time Honored Standards (as defined below).

F. Simultaneously herewith, Developer has subleased to Nordstrom a portion of the Retail Center Parcel more particularly described in Exhibit A, Part 3 (hereinafter referred to as the “**Nordstrom Parcel**”) for construction and operation by Nordstrom of a two (2) level department store containing approximately one hundred twenty-five thousand (125,000) square feet Floor Area, located as shown on the Site Plan attached hereto as Exhibit B (the “**Nordstrom Building**”).

G. Simultaneously herewith, Developer has subleased to Macy’s a portion of the Retail Center Parcel more particularly described in Exhibit A, Part 4 (hereinafter referred to as the “**Macy’s Parcel**”) for construction and operation by Macy’s of a three (3) level building containing approximately one hundred fifty thousand (150,000) square feet Floor Area, located as shown on the Site Plan attached hereto as Exhibit B (the “**Macy’s Building**”).

H. As part of the overall City Creek Center Project, CCRI is constructing the Parking Facilities (as defined below) to support the uses within the City Creek Center Project, as well as certain infrastructure improvements with regard to the Retail Center, all of which are more

particularly described in a Development Agreement heretofore entered into by and between Developer and CCRI (the "*Development Agreement*").

I. Developer and CCRI have heretofore entered into a Parking, Operation and Maintenance Agreement setting forth the obligations of CCRI to manage and operate the Parking Facilities (the "*Parking Agreement*").

J. Developer and CCRI have heretofore entered into a Declaration of Easements providing for certain support and access rights as between the various components of the City Creek Center Project (the "*Master Declaration*").

K. CCRI, as fee and leasehold owner of the Retail Center Parcel, the Block 75 Office Buildings and the Block 76 Office Buildings, and as a party to the Development Agreement, the Parking Agreement and the Master Declaration, is executing this REA for the limited purposes herein specifically provided and shall not otherwise be deemed a party hereto unless and until CCRI either succeeds to the interest of Developer under the Retail Center Airspace Lease or CCRI takes possession of the Retail Center Parcel.

NOW, THEREFORE, for good and valuable consideration, including the mutual promises, covenants and agreements herein contained, the Parties agree as follows:

ARTICLE 1 DEFINITIONS

As used in this REA, the following terms have the following meanings:

Section 1.01 Affiliate

"*Affiliate*" has the meaning set forth in Section 15.01D.

Section 1.02 Appropriate Tenant

"*Appropriate Tenant*" has the meaning set forth in Section 13.02B.

Section 1.03 Block

"*Block*" means, each individually and collectively, Block 75 and Block 76.

Section 1.04 Block 75

"*Block 75*" has the meaning set forth in Recital A1.

Section 1.05 Block 75 Fee Property

"*Block 75 Fee Property*" has the meaning set forth in Recital A1.

Section 1.06 Block 75 Office Buildings

“*Block 75 Office Buildings*” has the meaning set forth in Recital A1.

Section 1.07 Block 76

“*Block 76*” has the meaning set forth in Recital A2.

Section 1.08 Block 76 Fee Property

“*Block 76 Fee Property*” has the meaning set forth in Recital A2.

Section 1.09 Block 76 Office Buildings

“*Block 76 Office Buildings*” has the meaning set forth in Recital A2.

Section 1.10 Buildable Condition

“*Buildable Condition*” means the condition in which the Retail Center Parcel is to be delivered by CCRI to Developer and to a Major pursuant to the Development Agreement and such Major’s Definitive Documents.

Section 1.11 Building

“*Building*” means a building constructed on the Retail Center Parcel in accordance with the provisions of this REA.

Section 1.12 Building Schedule

“*Building Schedule*” has the meaning set forth in Section 5.05.

Section 1.13 CCRI

“*CCRI*” has the meaning set forth in the Introduction.

Section 1.14 CCRI Adjacent Retail

“*CCRI Adjacent Retail*” shall have the meaning set forth in the Parking Agreement.

Section 1.15 Center Opening Date

“*Center Opening Date*” shall mean March 22, 2012, or such later date that the Retail Center (including the Required Improvements and at least two hundred thousand (200,000) square feet of Floor Area of Mall Store Buildings) is first opened for business to the public and, as to each Major, the conditions precedent to its obligation to open (as set forth in Section 7.05 and each Major’s Supplemental Agreement) have been satisfied.

Section 1.16 Church

“*Church*” has the meaning set forth in Recital D.

Section 1.17 Church Blocks

“*Church Blocks*” has the meaning set forth in Recital D.

Section 1.18 City Creek Center Project

“*City Creek Center Project*” has the meaning set forth in Recital C.

Section 1.19 City Creek Center Property

“*City Creek Center Property*” has the meaning set forth in Recital B.

Section 1.20 Closed Operation

“*Closed Operation*” has the meaning set forth in Section 10.01.

Section 1.21 Common Area

“*Common Area*” means the Mall and each element thereof. Common Area does not include any community room; management and security offices; the roof of any Building; the Truck Facilities; or any storage area used exclusively for maintenance and promotional equipment, supplies and materials for Common Area maintenance and Retail Center promotions (although such areas may be maintained as part of the Common Area).

Section 1.22 Common Utility Facilities

“*Common Utility Facilities*” means all storm drainage facilities; sanitary sewer systems; natural gas systems (if any); water systems; wireless information equipment; fire protection installations; electrical power systems; Cable TV systems, if any; and telephone systems located or constructed within the Utility Easements (as defined in the Master Declaration) to the extent such items are for the use or service in common by the Parties or for the service of the Common Area, except as to any located within a Party's Parcel which serves only such Party's Parcel.

Section 1.23 Condemnation

“*Condemnation*” means (i) the permanent taking of all or any part of the Retail Center Parcel or the possession thereof under the power of eminent domain (other than a temporary taking of six (6) months or less); or (ii) the voluntary sale of all or any part of the Retail Center Parcel to any Persons having the power of eminent domain, provided that such portion of the Retail Center Parcel is then under the actual and imminent threat of eminent domain.

Section 1.24 Condemnation Date

“*Condemnation Date*” has the meaning set forth in Section 17.01.

Section 1.25 Definitive Documents

“*Definitive Documents*” shall mean, with respect to any Major, the applicable Major Sublease, Supplemental Agreement and Agreement for Recognition, Nondisturbance and Attornment Under Lease entered into between CCRI, Developer and such Major.

Section 1.26 Delivered Premises

“*Delivered Premises*” has the meaning set forth in Section 6.01.

Section 1.27 Design Standards

“*Design Standards*” means, with respect to Nordstrom and at any particular time, the “Nordstrom Technical Specifications” as then existing under the Nordstrom Supplemental Agreement, and with respect to Macy’s and at any particular time, the “Macy’s Design Standards” as then existing under the Macy’s Supplemental Agreement.

Section 1.28 Developer

“*Developer*” has the meaning set forth in the Introduction.

Section 1.29 Developer Delivered Premises

“*Developer Delivered Premises*” has the meaning set forth in Section 6.01.

Section 1.30 Developer Facilities

“*Developer Facilities*” means the following improvements located on Developer's Parcel:

- A. The Mall Store Buildings; and
- B. The Mall.

Section 1.31 Developer Facilities Preliminary Development Design Plans

“*Developer Facilities Preliminary Development Design Plans*” has the meaning set forth in Section 4.03.

Section 1.32 Developer Parcel

“*Developer Parcel*” means the Retail Center Parcel excluding the Macy’s Parcel and the Nordstrom Parcel.

Section 1.33 Development Agreement

“*Development Agreement*” has the meaning set forth in Recital H.

Section 1.34 E/W Corridors

“*E/W Corridors*” means the mid-block east-west pedestrian corridors in each of Block 75 and Block 76, as shown on Exhibit B and thereon designated “E/W Corridor”.

Section 1.35 Excluded Block 75 Floor Area

“*Excluded Block 75 Floor Area*” shall be that Floor Area located on Block 75 which does not directly front on a Common Area as shown on Exhibit I attached hereto and made a part hereof.

Section 1.36 Fee Property

“*Fee Property*” has the meaning set forth in Recital A3.

Section 1.37 First Mortgage

“*First Mortgagee*” has the meaning set forth in Section 21.

Section 1.38 Floor Area

“*Floor Area*” means the aggregate, from time to time, of the actual number of square feet of enclosed floor space in any Building located on the Retail Center Parcel, exclusively appropriated for use by an Occupant and not part of Common Area, whether or not actually occupied, unless excluded below in clause A and clause B below.

A. Floor Area includes:

1. Balcony and mezzanine space, except for any area excluded pursuant to clause B below;
2. Space occupied by columns, stairs, escalators, elevators, dumbwaiters, conveyors or other interior equipment within the Building involved (except as excluded below);
3. Space occupied by any kiosk or pushcart in the Mall in the locations permitted by this REA; and
4. Space used as a food court but not including passageways and other Common Areas, including seating areas, therein.

B. Notwithstanding the foregoing provisions of this Section, Floor Area shall not include space for:

1. The second or more levels of any multi deck stock areas;
2. Penthouses or other enclosed areas housing mechanical (including any facilities housing a fire pump), electrical, telephone, air conditioning and

similar equipment, including any computer equipment, not used for sale or lease to third persons and used solely for the Occupant and any garbage (or other waste) collecting area or waste baling or compacting area;

3. The Retail Center's management and security offices and Promotional Fund or Merchant's Association office or similar offices used exclusively for the benefit of Occupants and Permittees of the Retail Center to the extent such area does not exceed seven thousand five hundred (7,500) square feet;

4. Community and meeting rooms, if any, to the extent such area does not exceed ten thousand (10,000) square feet;

5. Retail Center information booth(s);

6. Common Area maintenance office and equipment storage areas used exclusively for the storage of maintenance and promotional equipment, supplies and materials for Common Area maintenance and Retail Center promotions to the extent such area does not in the aggregate exceed nine thousand (9,000) square feet;

7. Emergency service and fire corridors between fire resistant walls required by building codes and not contained within any area exclusively appropriated for the use of any single Occupant;

8. the receiving area within a Party's Building wherein merchandise is delivered and processed from the Truck Facilities;

9. Any public restrooms within the Mall; and

10. Any not for profit customer oriented child care center or child play area not to exceed two thousand five hundred (2,500) square feet in the aggregate.

Floor Area shall be measured from the exterior faces of the exterior walls (including basement walls), except that where party and interior common walls are involved, Floor Area shall be measured from the center thereof instead of from the exterior faces thereof. To the extent that any use specified in items 3, 4, 6, and 10 of clause B above exceeds the square footage therein provided, any such excess shall be included in Floor Area.

Section 1.39 Force Majeure

"Force Majeure" has the meaning set forth in Article 19.

Section 1.40 Fund

"Fund" has the meaning set forth in Section 23.16B.

Section 1.41 Governmental Authorities

“*Governmental Authorities*” has the meaning set forth in Section 5.02.

Section 1.42 Grantee

“*Grantee*” has the meaning set forth in Section 2.01A.

Section 1.43 Grantor

“*Grantor*” has the meaning set forth in Section 2.01A.

Section 1.44 Grantor’s Parcel

“*Grantor’s Parcel*” has the meaning set forth in Section 2.04A.

Section 1.45 Gross Leasable Area

“*Gross Leasable Area*” shall have the meaning set forth in the Parking Agreement.

Section 1.46 Ground Lease Property

“*Ground Lease Property*” has the meaning set forth in Recital B.

Section 1.47 Hardware

“*Hardware*” has the meaning set forth in Section 14.05(4).

Section 1.48 Institutional Lender

“*Institutional Lender*” has the meaning set forth in Section 15.01H.

Section 1.49 Laws

“*Laws*” has the meaning set forth in Section 5.02.

Section 1.50 Lease

“*Lease*” means any lease, sublease or other arrangement in writing (other than this REA) whereby an Occupant acquires rights to use and/or occupy Floor Area.

Section 1.51 Macy’s

“*Macy’s*” has the meaning set forth in the Introduction.

Section 1.52 Macy’s Building

“*Macy’s Building*” has the meaning set forth in Recital G.

Section 1.53 Macy's Delivered Premises

"*Macy's Delivered Premises*" has the meaning set forth in Section 6.01.

Section 1.54 Macy's Operating Area

"*Macy's Operating Area*" has the meaning set forth in Section 13.01A.

Section 1.55 Macy's Parcel

"*Macy's Parcel*" has the meaning set forth in Recital G.

Section 1.56 Main Street Bridge

"*Main Street Bridge*" means the enclosed pedestrian bridge over Main Street connecting that portion of the Retail Center located on each of Blocks 75 and 76.

Section 1.57 Main Street Garage

"*Main Street Garage*" has the meaning set forth in Recital A3.

Section 1.58 Major or Majors

"*Major*" or "*Majors*" means the Party as to the Nordstrom Parcel and the Macy's Parcel.

Section 1.59 Major Sublease

"*Major Sublease*" means any lease whereby a Major acquires a leasehold interest in and to its Parcel. Any such lease shall only control the relationship between the parties thereto, and any conflict in such document with the terms hereof shall only be binding on the parties thereto and not the other Parties hereto. As between the Parties to a Major Sublease, the provisions of such Major Sublease shall control in the event of any conflict between such Major Sublease and this REA.

Section 1.60 Mall

"*Mall*" means the pedestrian paths, sidewalks, landscape architecture, plazas, and corridors (including portions of the Retail Center Easements (as defined in the Master Declaration), the Main Street Bridge, the "Winter Garden" entry to the Macy's Building from South Temple Street, and the pedestrian paths, sidewalks, landscape architecture, plazas, corridors, seating areas and other exterior amenities located within the E/W Corridors), and the vertical transportation systems, including stairs, elevators and escalators, located within the Common Area, all as shown on Exhibit B and thereon designated "Mall".

Section 1.61 Mall Store Buildings

The "*Mall Store Buildings*" shall mean the single-level and multi-level Buildings which Developer is obligated or permitted to construct pursuant to this REA within the Permissible

Building Area therefor on the Developer Parcel and which shall abut or open on the pedestrian arcades being a part of the Common Areas of the Mall and described as such on Exhibit B.

Section 1.62 Master Declaration

“*Master Declaration*” has the meaning set forth in Recital J.

Section 1.63 Master Schedule

“*Master Schedule*” has the meaning set forth in Section 3.02C.

Section 1.64 Minimum Retail Spaces Parking Requirement

“*Minimum Retail Spaces Parking Requirement*” shall have the meaning set forth in the Parking Agreement.

Section 1.65 Mortgage

“*Mortgage*” has the meaning set forth in Section 15.01E

Section 1.66 Mortgagee

“*Mortgagee*” has the meaning set forth in Section 15.01F.

Section 1.67 N/S Corridors

“*N/S Corridors*” means the mid-block north-south pedestrian corridors in each of Block 75 and Block 76, as shown on Exhibit B and thereon designated “N/S Corridor”.

Section 1.68 Nordstrom

“*Nordstrom*” has the meaning set forth in the Introduction.

Section 1.69 Nordstrom Building

“*Nordstrom Building*” has the meaning set forth in Recital F.

Section 1.70 Nordstrom Delivered Premises

“*Nordstrom Delivered Premises*” has the meaning set forth in Section 6.01.

Section 1.71 Nordstrom Operating Area

“*Nordstrom Operating Area*” has the meaning set forth in Section 13.01A.

Section 1.72 Nordstrom Parcel

“*Nordstrom Parcel*” has the meaning set forth in Recital F.

Section 1.73 Occupant

“*Occupant*” or “*Occupants*” means each Major, Developer and any other Person entitled by Lease to use and occupy Floor Area within the Retail Center, or one or more of them, as the context may require.

Section 1.74 Offensive Media

“*Offensive Media*” has the meaning set forth in Section 14.05(4).

Section 1.75 Office Buildings

“*Office Buildings*” means the Block 75 Office Buildings, the Block 76 Office Buildings and any other office building on Block 75 or Block 76 that is not a part of the City Creek Center Project on the Declaration Date but which is subsequently constructed or purchased by CCRI or an Affiliate of CCRI.

Section 1.76 Operating Area

“*Operating Area*” means, as to Nordstrom, the Nordstrom Operating Area, and as to Macy’s, the Macy’s Operating Area.

Section 1.77 Operating Covenant Period

“*Operating Covenant Period*” means, as to each Major, the period of time such Major is required to operate its Building as a department store under a trade name required by Section 13.01A of this REA or otherwise, as such period may be terminated, shortened or extended as provided in Section 9.02 and Section 13.02 of this REA and, as to Developer, the period of time during which Developer is required to operate the Developer Facilities as set forth in Section 12.01 of this REA, as such period may be terminated, shortened, or extended as provided in Section 9.02 and Section 12.01 of this REA.

Section 1.78 Parcel

“*Parcel*” or “*Parcels*” means the Developer Parcel, the Nordstrom Parcel and the Macy’s Parcel or any combination thereof (including, but not limited to, the combination which consists of all of the same collectively referred to as the “*Retail Center Parcel*”), as the context may require.

Section 1.79 Parking Agreement

“*Parking Agreement*” has the meaning set forth in Recital I.

Section 1.80 Parking Facilities

“*Parking Facilities*” means the structured parking facilities to be built below and as a part of the City Creek Center Project in accordance with the terms of the Parking Agreement and the Development Agreement and shall include any drives connecting any such structured parking

facilities to and from public roadways or between sections of the facilities and any entrances and exits from the public streets and shall include within the parking facilities the Truck Facilities and all access rights with regard thereto, including additional access rights and support rights set forth in the Master Declaration and as provided for in the Parking Agreement (it being understood that the term "Parking Facilities" does not include the underground parking facilities under the Church Blocks or the Social Hall Block).

Section 1.81 Parking Facilities Design Plans

"Parking Facilities Design Plans" has the meaning set forth in Section 3.01.

Section 1.82 Party

"Party" means Developer, Nordstrom or Macy's and *"Parties"* means two (2) or more of the foregoing or any successor Person(s) acquiring the fee or ground lessee's, as the case may be, interest of a Party in or to such Party's Parcel; provided, however, that in the case of a Sale and Leaseback, only the lessee or the sublessee, as the case may be, entitled to possession thereof shall have the status of a Party so long as the lease or sublease in question has not expired or been terminated. CCRI shall be considered a *"Party"* only to the limited extent specifically provided in this REA.

Section 1.83 Permissible Building Area

"Permissible Building Area" means the area(s) designated as such on Exhibit B within which a Building is either obligated or permitted to be constructed, as hereinafter more fully provided, which in the case of each Major shall mean their respective property line.

Section 1.84 Permittee

"Permittee" or *"Permittees"* means all Occupants and their respective officers, directors, employees, agents, partners, contractors, customers, visitors, invitees, licensees and concessionaires.

Section 1.85 Person

"Person" or *"Persons"* means individuals, partnerships, associations, corporations and any other form of business organization, or one or more of them, as the context may require.

Section 1.86 Price Index

"Price Index" has the meaning set forth in Section 16.10.

Section 1.87 Project Manager

"Project Manager" means The Taubman Company or its Affiliate or such other retail shopping center company as is approved by all of the Parties.

Section 1.88 REA

“*REA*” has the meaning set forth in the Introduction.

Section 1.89 Required Improvements

“*Required Improvements*” has the meaning set forth in Section 3.01.

Section 1.90 Required Improvement Plans

“*Required Improvements Plans*” has the meaning set forth in Section 3.02A.

Section 1.91 Retail Center

“*Retail Center*” means the Developer Parcel, Nordstrom Parcel and Macy’s Parcel, together with all Buildings and the Common Area improvements required or permitted hereunder which are constructed at any time thereon.

Section 1.92 Retail Center Airspace Lease

“*Retail Center Airspace Lease*” has the meaning set forth in Recital E.

Section 1.93 Retail Center Parcel

“*Retail Center Parcel*” has the meaning set forth in Recital E.

Section 1.94 Retail Center Standard

“*Retail Center Standard*” means the quality of design, construction materials, leasing, tenants or operation, as the case may be, generally found at Cherry Creek, Denver, Colorado; Stony Point Fashion Park, Richmond, Virginia; International Plaza, Tampa, Florida; The Mall at Short Hills, Millburn, New Jersey; and Twelve Oaks Mall, Novi, Michigan.

Section 1.95 Retail Spaces

“*Retail Spaces*” shall mean the individual motorized vehicle parking spaces within the Parking Facilities designated to satisfy the Minimum Retail Spaces Parking Requirement.

Section 1.96 Retail Zone Parking

“*Retail Zone Parking*” has the meaning set forth in Section 11.02.

Section 1.97 Sale and Leaseback

“*Sale and Leaseback*” has the meaning set forth in Section 15.01G.

Section 1.98 Separate Utility Facilities

“*Separate Utility Facilities*” shall mean those utility facilities serving a single Party and as are described in the Master Declaration.

Section 1.99 Signage

“*Signage*” has the meaning set forth in Section 14.04.

Section 1.100 Skylight System

“*Skylight System*” means the glass roofed, retractable ceiling system to be provided over the east/west corridors of the Mall.

Section 1.101 Supplemental Agreement

“*Supplemental Agreement*” means each of those certain Supplemental Agreements between Developer and a Major entered into as of even date herewith, which Supplemental Agreement(s) are incorporated herein for notice purposes but as to a conflict as between parties to a Supplemental Agreement, any such conflict shall not affect any other Party hereto's rights or obligations hereunder that is not a party to such Supplemental Agreement. As between the parties to a Supplemental Agreement, the provisions of such Supplemental Agreement shall control in the event of any conflict between such Supplemental Agreement and this REA.

Section 1.102 Taxes

“*Taxes*” has the meaning set forth in Section 18.01.

Section 1.103 Time Honored Standards

“*Time Honored Standards*” means, with respect to each improvement, that such improvement is: (a) conservative and timeless in nature and not “trendy”, (b) respectful of the proximity of the project to the Church Blocks, and (c) consistent with the historic nature of Main Street and with certain high impact buildings, including, for example, the Zions Bank Building, the quality of Gateway Tower West and the Church’s Conference Center.

Section 1.104 Transfer

“*Transfer*” has the meaning set forth in Section 15.01A.

Section 1.105 Transferee

“*Transferee*” has the meaning set forth in Section 15.01C.

Section 1.106 Transferor

“*Transferor*” has the meaning set forth in Section 15.01B.

Section 1.107 Truck Facilities

“Truck Facilities” means those areas located within the Parking Facilities which are to be used for shipping, receiving and truck accommodations in connection with the operation and maintenance of each Major’s Building and the Mall Store Buildings, including and limited to:

- A. Truck docks, whether or not heated or air conditioned; truck elevators; and ramps and approaches thereto;
- B. Areas constructed for truck loading, unloading, parking or turnarounds, including areas designated exclusively for the use and benefit of each of the Majors and the Mall Store Buildings;
- C. Areas designated for each Party to locate its trash compactor;
- D. Areas designated for each Party to locate its electrical transformer;
- E. Areas designated for each Party to locate its emergency generator; and
- F. Areas designated for each Party to locate its electrical switch.

The location of the area(s) described in C, D, E, and F above shall, for each Major, be within that area of the Truck Facilities designated as being for the exclusive use of each Major, and for the Mall Store Buildings, designated for the exclusive use of the Mall Store Buildings.

Section 1.108 Turnover Date

“Turnover Date” has the meaning set forth in Section 6.01.

Section 1.109 Winter Garden

“Winter Garden” shall mean that area so designated as the “Winter Garden” on Exhibit B.

**ARTICLE 2
EASEMENTS**

Section 2.01 Definitions and Documentation

A. All easements granted in this Article are non exclusive and in common with the Party granting same (“**Grantor**”) and, unless provided otherwise, are irrevocable and inure to the benefit of each of the Parties hereto and their respective heirs, representatives, successors and assigns as owners of the fee, leasehold or subleasehold interest in their respective Parcels (“**Grantee**”) and are intended to, and shall, run with and be enforceable against both the covenantors and the land. All such easements granted under the Master Declaration are easements appurtenant and not easements in gross.

B. The word “in” with respect to any easement granted in a particular Parcel means, as the context may require, “in,” “to,” “over,” “through,” “upon,” “across,” and “under,” or any one or more of the foregoing.

C. All easements discussed and described herein exist by virtue of this REA or the Master Declaration, without the necessity of confirmation by any other document. Likewise, upon the termination of any easement (in whole or in part) or its release in respect of all or any part of any parcel, the same shall be deemed to have been terminated or released without the necessity of confirmation by any other document. Unless otherwise specifically provided in the Master Declaration, no easement may be granted over any portion of the Retail Center Parcel or the Parking Facilities for the benefit of property outside of Blocks 75 and 76 without the approval of the Parties to the REA; provided, however, that CCRI (with the prior approval of the Developer and the Majors, not to be unreasonably withheld) shall have the right to grant temporary easements to facilitate the development of property outside of Blocks 75 and 76, provided that (i) such temporary easements shall not contain any possessory rights with respect any portion of the Retail Center or any Major’s store and (ii) it shall be considered reasonable for a Major to withhold its consent to any such temporary easement if the temporary easement interferes with or interrupts the operation of the Major’s Building (or the Retail Zone Parking within the Parking Facilities) or otherwise adversely affects, in any material respect, the operation of the Major’s store (or the Retail Zone Parking within the Parking Facilities).

D. CCRI has a fee and leasehold interest in the Retail Center Parcel and by its execution of this REA, agrees to be bound by the easements granted in the Master Declaration and further reiterated in this Article 2 as if CCRI was the grantor thereof without obligation for the performance of any obligation of Developer under this Article 2, such obligation being set forth in Article 12 of this REA.

E. The easements described in this Article 2 shall terminate on the later to occur of (i) termination or earlier expiration of both the Master Declaration and this REA or (ii) as it benefits any Major, upon the termination of its Major Sublease. Further, in the event the Retail Center Airspace Lease terminates for any reason, CCRI shall be entitled to the benefit of all of the easements created by the Master Declaration and appurtenant to the Retail Center Parcel which are for the benefit of Developer.

Section 2.02 Easements for Use of Mall and Other Common Area (Exclusive of Common Utility Facilities)

A. Developer hereby grants to each of the other Parties easements in the Common Area on its (Grantor's) Parcel for the benefit of each Grantee's Parcel for:

1. ingress to and egress from the Grantee's Parcel; and
2. circulation, passage and accommodation of pedestrians.

Provided, however, such easements are limited to such portions of the Common Area as are herein or hereafter set aside, required and authorized for such use pursuant to this REA, including those portions of the Common Area located as shown on Exhibit B.

B. Enjoyment of the easements granted herein shall commence on the date each respective portion of the improvements to the Common Area over which the easements are granted are completed so that they may be used as contemplated herein.

C. Developer hereby reserves the right to eject or cause to be ejected from such portions of the Common Area on its Parcel, including the Mall, any Persons not authorized, empowered or privileged to use the same. In addition, Developer reserves the right to close off the Common Area of its Parcel for such reasonable periods of time (except within the period of November 1 and the following January 15) upon advice of counsel as may be legally necessary to prevent the acquisition of prescriptive or public access and solicitation rights by anyone; provided, however, before closing off any part of the Common Area as provided above, except in cases of emergency, Developer must give at least ten (10) days notice to each of the other Parties of its intention to do so and must coordinate its closing with the activities of each of the other Parties so that no unreasonable interference with the operation of the Retail Center occurs.

D. Commencing on completion of the Mall, Developer grants to each Major an easement to have each such Major's Building abut on and open onto the Mall. The granting of this easement shall not be construed as an obligation on Developer to operate any portion of the Mall.

E. Commencing upon completion of the Parking Facilities, under and pursuant to the Master Declaration, CCRI has granted and hereby confirms to each Major and to Developer, an easement to have each such Party's Building abut and open onto the Parking Facilities and for access to and from each Party's Building and the Parking Facilities in the manner provided in the Parking Agreement.

F. The easements described in this Section 2.02 and the Master Declaration shall not allow the use of the easement areas, the Parking Facilities or the Common Area for other purposes not provided for in this REA, the Master Declaration or the Parking Agreement nor for the benefit of other parties or parcels outside of Blocks 75 and 76 except as expressly provided in this REA, the Master Declaration or the Parking Agreement; however, except as otherwise in this REA and/or in the Master Declaration expressly provided, no changes, other than insignificant changes or changes made in accordance with this REA and the Master Declaration, provided

such changes are otherwise authorized by the provisions of this REA and/or the Master Declaration, shall be made in the Mall or other Common Area or in the location or layout of the Mall or other Common Area prior to the termination of the easements granted herein or in the Master Declaration.

The easements described in this Section 2.02 shall terminate on the earlier to occur of (i) termination or earlier expiration of both the Master Declaration and this REA or (ii) as to any easement benefiting a particular Major, upon the termination of its Major Sublease.

Section 2.03 Easements for Use of Truck Facilities

Under and pursuant to the Master Declaration, CCRI has granted, and hereby confirms to each Major and to Developer, an easement for vehicular and pedestrian access to and from the Truck Facilities located as shown on the Site Plan attached hereto as Exhibit B, and an easement and right to use such Truck Facilities for the benefit of each such Grantee's Parcel. The Truck Facilities will be operated in accordance with the terms of the Parking Agreement.

The easement herein described shall be for the benefit of each Party so long as each such Party shall have a right in and to its Parcel under its respective Lease, including, in the case of Developer, the Retail Center Airspace Lease, and in the case of each Major, its Major Sublease.

CCRI shall be obligated to operate, maintain, restore, repair and replace such Truck Facilities in accordance with the terms of the Parking Agreement, and each Party hereto shall have the right to enforce such obligation directly against CCRI, its successors and assigns.

Section 2.04 Easements for Utility Facilities

A. Under and pursuant to the Master Declaration CCRI has granted and hereby confirms to each of the Parties easements ("*Grantor's Parcel*") for the use, operation, maintenance, repair, enlargement, replacement, relocation and removal of Common Utility Facilities and Separate Utility Facilities serving the Parcel of each Grantee at the locations determined in accordance with Article 3. The easements for Common Utility Facilities granted by the Master Declaration shall be for the benefit of each Party's Parcel, as well as for the benefit of the real properties containing the Office Buildings in accordance with the terms of the Master Declaration.

As the Common Utility Facilities and Separate Utility Facilities will be constructed by CCRI, CCRI shall be responsible, in accordance with the terms of the Development Agreement and the Master Declaration, for the installation of all such Common Utility Facilities and Separate Utility Facilities. As provided in and subject to the Master Declaration, Separate Utility Facilities shall be used, maintained and repaired by the Party that is receiving the benefit of such Separate Utility Facilities.

As provided in the Master Declaration, CCRI may relocate or remove any Common Utility Facilities and Separate Utility Facilities installed thereon under any easement granted by it, provided such work:

1. may be performed only after CCRI has given Grantee fifteen (15) days notice of its intention to relocate such Common Utility Facilities;

2. shall not interfere with or diminish the utility services to any Grantee; however, temporary interferences with and diminutions in utility services shall be permitted if:

(a) they occur during non business hours of the Grantee and, as to any interruption or interference with electrical service, shall have been approved by all affected Parties, such approval not to be unreasonably withheld or delayed, and

(b) CCRI promptly reimburses each Grantee for the actual cost, expense and loss incurred by such Grantee as a result of such interferences, diminutions or both;

3. shall not reduce or impair the usefulness or function of any Common Utility Facilities or any Separate Utility Facilities serving any Major;

4. shall be performed at the sole cost of CCRI (except to the extent that another Party agrees, in writing, to bear such cost);

5. except in the event of an emergency, shall not be scheduled to be undertaken or performed between November 1 and January 15, or during any Major's publicly announced major sale event (so long as, with respect to any such major sale event, such period (a) does not exceed sixteen (16) days in duration and (b) the Major has provided Developer with reasonable advance written notice of such sale event and its duration or such Major advises Developer of the scheduling conflict with a planned sales event within fourteen (14) days after Developer notifies the Majors of its intent to perform such work and its duration); and

6. shall not interfere with or increase the cost of any Party's insurance coverage.

B. The provisions of this Section 2.04 shall survive the expiration or termination of this REA. As to each Major, such easements and rights shall exist so long as its respective Major Sublease is in full force and effect.

C. All utilities located on the Retail Center Parcel, other than HVAC units, lightning protection masts, transformers, gas meters, fire hydrants, stand pipes or manhole covers, or antennae and satellite dishes, shall be underground, except to the extent located within the Parking Facilities and only in the locations and configurations shown on the plans approved by the Parties in a manner so as not to interfere with the intended use and operation of the Parking Facilities.

Section 2.05 Construction Easements

A. As provided in the Master Declaration, each Party (including, solely for purposes of this Section 2.05, CCRD) has granted to each of the other Parties an easement to the extent needed in accordance with good construction practices on its Parcel, and when and where approved pursuant to Section 2.05B and/or as provided in the Development Agreement (and subject to any limitations set forth in the Development Agreement) for:

1. The performance of construction pursuant to Article 3, Article 5, Article 6, Article 7, Article 8, and Article 9 of this REA. Said easement shall be in existence during all periods of time that construction is proceeding in accordance with the terms of this REA and/or the Development Agreement.

2. The attachment of Building improvements (including the Mall) constructed on Grantee's Parcel to and on Building improvements of Grantor, provided the construction of such improvements has been approved or authorized in accordance with the provisions of this REA and has been approved by the Grantor pursuant to this REA or the Grantee's Supplemental Agreement and provided the manner of attachment shall be designed in accordance with generally accepted construction and engineering practice in the manner customary for improvements of such type and so as not to impose any load on Grantor's Building improvements, except as may be approved by Grantor.

3. The installation, use, maintenance, repair, replacement and removal of any permitted improvements such as signs, entrances, marquees, canopies, lights and lighting devices, fire stair towers and doors, awnings, alarm bells, wing walls, roof flashings, roof and Building overhangs and other overhangs encroaching upon the Parcel of the Grantor; and

4. The existence of minor building encroachments not to exceed three (3) inches, provided the existence of same does not affect the construction of Grantor's Building improvements or increase the cost thereof to Grantor, the plans and specifications for any such encroachment being subject to the approval of Grantor.

Each Party covenants and agrees that its exercise of such easements shall not result in damage or injury to the Buildings or other improvements of the other Parties, and shall not unreasonably interfere with or interrupt the operations conducted by any other Party in the other Parcels or the Office Buildings within the City Creek Center Project. In addition, each Grantee, at its sole cost and expense, shall promptly repair, replace or restore any and all improvements of Grantor which have been damaged or destroyed in the exercise by Grantee of the easements granted in the Master Declaration and described in this Section 2.05 and shall defend, indemnify and hold Grantor harmless from and against all liens, loss, liability, cost or expense (including reasonable attorney's fees) incurred in connection with or arising out of Grantee's exercise of said easements, except to the extent occasioned by Grantor's sole active negligence or intentional wrongdoing.

Grantee's improvements in such easements shall, for purposes of maintenance, operation, insurance, taxes, repairs, reconstruction, and restoration under this REA be deemed part of the

Grantee's Parcel and Building and shall be deemed not a part of the Grantor's Parcel or Building for such purposes.

B. The location and extent of all easements under this Section 2.05 shall be subject to the approval of the respective owners (each a "*Grantor*") of the burdened Parcels. The plans and specifications showing the improvements specified in Section 2.05A2 through Section 2.05A4, together with a specific request by the Grantee for approval by Grantor of the location and extent of the encroachment on the Parcel of the Grantor, shall be submitted to Grantor. Approval thereof by Grantor shall constitute designation by such Grantor of the portions of its Parcel to be used for such easements; any such approval of Grantor shall not be unreasonably withheld or delayed, provided that the granting of any such easement does not result in a significant increase in cost of construction or maintenance to the Grantor of its Buildings. In the case of an easement for the attachment of Building improvements pursuant to Section 2.05A2, Section 2.05A3, and Section 2.05A4 and notwithstanding any provision herein to the contrary, approval of the plans and specifications therefor may be approved or disapproved in the sole discretion of Grantor in accordance with Section 23.26.

The easements created in the Master Declaration and described in Section 2.05A2 through Section 2.05A4 shall remain in existence so long as the Building of the Grantee (or any restoration or replacement thereof made during or after the term of this REA) remains in existence or shall be in the process of being restored or replaced, subject to the limitations contained in Section 2.06 hereof.

Section 2.06 Maintaining Common Footings and/or Common Foundations

Each Party severally covenants that if all or any part of its improvements is removed or destroyed at a time when it is not required to restore and does not elect to restore the same pursuant to the terms of this REA, it will leave in place any usable foundations and footings (or portions thereof) not removed or destroyed if, immediately before such removal or destruction, such foundations or footings (or portions thereof) were providing support to any other Party's Building. Each Party shall be obligated to leave the foundations and footings in place only for so long as the improvements of the other Party whose foundations or footings (or portions thereof) shall stand (as originally constructed or as replaced under this REA) or shall be in the process of being restored or replaced.

Nothing in this Section 2.06 nor in Section 2.05 hereof imposes any obligation on any Party to restore or reconstruct all or any part of its improvements beyond the termination of such restoration obligations as are otherwise contained in this REA and, in the case of any Major, such Major's Definitive Documents.

Section 2.07 Easement for Connection to Parking Facilities

Pursuant to the Master Declaration, CCRI has granted and hereby confirms to each of Developer, Nordstrom and Macy's the right to have each such Party's Building abut and open onto the Parking Facilities in the manner provided in the Parking Agreement and in accordance with plans and specifications for such connections approved by each Party with respect to the connection of its respective Building to the Parking Facilities in the sole discretion of each such

Party, including the right to install a doorway and entry lobby and escalators and elevators connecting said Party's Building with the Parking Facilities in order to allow the free flow of pedestrian traffic to and from each such Party's Building and the Parking Facilities during such times as such Party's Building is open for business to the public. The plans and specifications for any such connections shall be subject to approval, in accordance with Section 23.26, of CCRI and the Party whose Building is connecting to the Parking Facilities, such approval not to be unreasonably withheld by CCRI or such Party but the plans and specifications for the connection at and within a Party's Building shall be at the sole discretion of such Party.

The easements herein described shall exist so long as (a) the Parking Facilities and the Buildings of any of Developer, Nordstrom and Macy's shall remain in existence and (b) in the case of each Major, so long as its Major Sublease is in full force and effect.

Section 2.08 Self Help Easements

To the extent any Party exercises the rights granted in Section 10.02, each Party has been granted by the Master Declaration easement(s) in the Common Area located on its (Grantor's) respective Parcel so to do. Subject to the right to reimbursement from the defaulting Party as set forth in Section 10.02, any Party exercising such right of self help shall defend, indemnify and hold the other Parties harmless from and against any and all liens, losses, liabilities, costs or expenses (including reasonable attorneys' fees) incurred in connection with or arising out of any such Party's exercise of self help, except to the extent occasioned by such other Party's active negligence or intentional wrongdoing.

Section 2.09 No Dedication of Easement and Benefit to Permittee; Right to Dedicate

Nothing contained in this Article 2, and nothing described in the Master Declaration, including the grant of any or all easements herein described, shall be deemed to constitute a dedication of any Parcel, or any portion or portions thereof, to any governmental body or agency or to the general public, or be construed to create any rights in or for the benefit of any space lessee of any part of the Retail Center Parcel. The owner of any Parcel may, however, extend the benefit of the easements created by the Master Declaration and described in this Article 2 to each of its Permittees, but such assignment or extension of benefits shall be subject to the provisions of this REA and the Master Declaration. Developer or CCRI, as the case may be, shall have the right to cause all or a portion of the Common Utility Facilities to be dedicated to the appropriate municipal authority or utility; provided that the beneficiary of the dedication shall agree (i) to thereafter maintain the Common Utility Facilities so dedicated in good condition and repair in accordance with the standards set forth in this REA and the Master Declaration, and (ii) that Developer or CCRI, as the case may be, shall have the right to maintain if beneficiary fails to do so. In such event, each Party shall join in such dedication as relates to that part of any said Common Utility Facilities that may be located on its Parcel and as to its easement rights. Further, each Party shall have the right to provide utility providers with rights to enter such Party's Parcel and maintain utility improvements thereon for the exclusive benefit of such Party and/or the improvements on such Party's Parcel, subject to the prior written approval of Developer and CCRI (which approval shall not be unreasonably withheld or delayed).

Section 2.10 Easement for Benefit of Macy's Building

Developer hereby grants to Macy's a non-exclusive easement to construct, operate and maintain an emergency generator on the rooftop of a portion of the Retail Center immediately to the south of the Macy's Building. Exercise of the easement rights shall be subject to the terms and conditions set forth in Article 3 of the Master Declaration (for purposes of Article 3.11 of the Maser Declaration, the easements granted under this Section 2.10 shall be considered "an easement granted pursuant to Section 3.11 of the Master Declaration"). Such easement shall subsist so long as such emergency generator is needed for the operation and maintenance of the Macy's Building. Notwithstanding the foregoing, Developer shall have the right, at its cost and expense, to relocate such easement and the emergency generator to a location and in a manner reasonably acceptable to Macy's.

ARTICLE 3
ON SITE AND OFF SITE IMPROVEMENT WORK PLANS - CONSTRUCTION

Section 3.01 On-Site and Off-Site Improvements

CCRI is responsible in accordance with the terms of the Development Agreement for providing or causing to be provided in accordance with plans approved by the Parties to the REA and in accordance with the Master Schedule: (a) each of the infrastructure improvements required for the Retail Center both on-site and off-site listed on Exhibit C (the "**Required Improvements**"); (b) the Developer Delivered Premises, the Nordstrom Delivered Premises and the Macy's Delivered Premises in accordance with Section 6.01 hereof; and (c) the Parking Facilities.

Developer shall oversee and coordinate the above-described activities of CCRI so as to ensure that such activities are timely and properly completed. CCRI shall have primary responsibility with regard thereto.

In accordance with the Development Agreement, CCRI is to cause the Parking Facilities to be constructed and completed in accordance with the Master Schedule and in accordance with plans and specifications therefor (the "**Parking Facilities Design Plans**"), which Parking Facilities Design Plans shall be subject to the approval of Developer as provided in the Development Agreement and each of the Majors pursuant to their respective Definitive Documents. Developer shall coordinate such approval with the Majors in accordance with Section 3.03 and shall take such actions as are necessary to cause CCRI to construct and complete the Parking Facilities, including the entrances and accessways and the Truck Facilities, strictly in accordance with the approved Parking Facilities Design Plans and in accordance with the terms of the Development Agreement.

Section 3.02 General Responsibility of Developer

Developer shall be responsible, in accordance with the terms of the Development Agreement and the initial construction of the improvements contemplated thereby, for the coordinating, planning, design and development of the Required Improvements to be made by CCRI in connection with the development of the Retail Center, including:

A. Reviewing and/or causing or coordinating the preparation of all plans and specifications, including those described in Section 3.01 hereof for the Parking Facilities, (in this Article 3 collectively hereinafter referred to as "**Required Improvements Plans**") which may be necessary for the Required Improvements (except such Required Improvements for which Required Improvements Plans will be provided by utility companies or other municipal or Governmental Authorities) and for distributing the Required Improvements Plans as required herein.

B. Providing qualified field personnel for inspecting and reviewing the work progress and construction of the Required Improvements for the development of the Retail Center, including providing structural support for the Mall Store Buildings, the Macy's Building and the Nordstrom Building;

C. Preparing and updating a master activity schedule (as amended, supplemented, extended or otherwise modified from time to time in accordance with the Development Agreement (as hereinafter defined), the "*Master Schedule*") with respect to the design and construction of all Required Improvements, which Master Schedule is attached hereto as Exhibit H. Changes to the Master Schedule shall be submitted to the Parties for their reasonable approval. The Master Schedule shall conform to the schedule required by this REA and the requirements of the Development Agreement, and each Major further shall have the right to require Developer to comply with the Master Schedule and applicable scheduling requirements set forth in such Major's Definitive Documents;

D. Causing CCRI to undertake the appropriate coordination of all design, planning and construction of Required Improvements and of other improvements to be constructed on Blocks 75 and 76 other than the Developer Facilities, and all tests and surveys necessary for the development of the Retail Center; and

E. Securing all authorizations, permits, and licenses, including environmental approvals, traffic control permits, approvals for right-of-way encroachments by the canopy and façade of the Nordstrom Building and Macy's Building and those of a temporary nature, as may be necessary to effectuate the construction and intended use of the Required Improvements and so as to be in compliance with all Laws as to the development of the Retail Center, including the Buildings of each Major (exclusive of building permits and certificates of occupancy for the Buildings of each Major).

Section 3.03 Development and Establishment of On-Site Improvement Plans Approval Thereof

CCRI shall be responsible for preparing or causing to be prepared the Required Improvements Plans. To the extent Developer has approval rights over the Required Improvements Plans prepared by CCRI pursuant to the Development Agreement, such Required Improvements Plans when completed shall be submitted to the Parties for review and approval. When changes to previously approved Required Improvements Plans are submitted to a Party for approval, such Party shall either approve or disapprove such Required Improvements Plans in writing in accordance with Section 23.26. No Party shall withhold its approval to any plans that meet the standards set forth in such Party's Design Standards, and are consistent with, and a logical evolution of, plans previously approved by such Party.

Section 3.04 Schedule of Required Improvements

CCRI shall coordinate with Developer the installation of the Required Improvements which are the obligation of CCRI to provide. The Required Improvements for the development of the Retail Center shall be constructed by CCRI and Developer in accordance with the Development Agreement, this REA, the Master Schedule and plans approved by the Parties to this REA and in consultation with the Parties to coordinate such Required Improvements so as to reasonably minimize interference with each Party's use and enjoyment of its Parcel (and CCRI's use and enjoyment of any Office Buildings) and to facilitate the completion of all portions of the

Required Improvements when they are required to be completed pursuant to the Master Schedule, as the same may be adjusted as a result of Force Majeure events.

**ARTICLE 4
PLANS AND SPECIFICATIONS**

Section 4.01 Addresses to Which Plans Are to be Sent

Each Party shall designate a Person to whose attention all plans and specifications to be submitted pursuant to Section 4.03 and Section 4.04 hereof, as well as any plans required to be submitted in accordance with Article 3, are to be sent. Unless otherwise modified in writing by the Party making such designation, all such plans are to be submitted to the following Persons on behalf of the Parties:

DEVELOPER:	City Creek Center Associates LLC c/o The Taubman Company 200 East Long Lake Road, Suite 300 Bloomfield Hills, MI 48304 Attention: Senior Vice President Planning and Design
NORDSTROM	Nordstrom, Inc. 1700 Seventh Avenue, Suite 1000 Seattle, WA 98101 Attention: Real Estate Notices
MACY'S	Macy's West Stores, Inc. 7 West Seventh Street Cincinnati, OH 45202 Attention: Vice President of Construction

with a copy of the transmittal letter to:

Macy's West Stores, Inc.
7 West Seventh Street
Cincinnati, OH 45202
Attention: Senior Vice President
 Construction and Administration

Section 4.02 Minimum Technical Specifications

In the preparation of each Party's plans under this Article 4 (as well as plans under Article 3 hereof) and CCRI's plans under Article 3 as to the Parking Facilities, applicable governmental specifications shall be followed or such higher minimum technical specifications set forth in such Party's Design Standards.

Section 4.03 Plans of Developer

Developer shall, at its expense, complete and deliver to each Major as soon as practicable, for informational purposes only, except as may otherwise be provided in a Major's

Definitive Documents, a complete set of outline specifications and other drawings relating thereto and perspective and other drawings indicating the pedestrian arcades and other facilities within the interior of the Common Area within the Retail Center and exterior architectural elevations, locations, number of levels, heights, size and shape of the Developer Facilities, including the general configuration of the Mall and Mall Store Buildings (but not the interior Floor Area to be occupied by individual tenant units) and interior construction of, the elevation of and the architectural treatment of the Mall (such plans and drawings referred to herein as "*Developer Facilities Preliminary Development Design Plans*"). The Developer Facilities Preliminary Development Design Plans shall be prepared for all items of construction which Developer is obligated or permitted to build in accordance with Article 6 and the other provisions of this REA and in all events shall be in accordance with the requirements of Exhibits B and D and the requirements of the Definitive Documents of the Majors and shall be delivered to each Major no later than the delivery date for such as indicated in the Master Schedule, subject to Force Majeure.

Within thirty (30) days after receipt of such Developer Facilities Preliminary Development Design Plans, each Major shall notify Developer of any questions or comments it may have with regard thereto; provided, however, in any dispute, Developer's decision with regard thereto shall, except with respect to matters as to which a Major has approval rights pursuant to this REA or its Definitive Documents, be deemed approved so long as same have been prepared consistent with the requirements of this REA and each Party's Supplemental Agreement, to the extent applicable. To the extent a Party has approval rights pursuant to its Supplemental Agreement, such approval rights shall be subject to the provisions thereof. Developer shall provide copies of the revised Developer Facilities Preliminary Development Design Plans as they are developed for the information of the Majors and for their approval, to the extent that the Majors have approval rights pursuant to the terms of this REA or such Major's Definitive Documents.

After preparation and submittal of the Developer Facilities Preliminary Development Design Plans, Developer shall cause its final plans and specifications for the Developer Facilities to be prepared, which shall be a natural progression from and consistent with the Developer Facilities Preliminary Development Design Plans submitted in accordance with this Section 4.03 or, if not, new informational Developer Facilities Preliminary Development Design Plans shall be submitted as above provided.

Section 4.04 Plans of Majors

Each Major shall submit to Developer in accordance with the Master Schedule and in any event at least six (6) months prior to the start of construction of its Building, for informational purposes only, a set of drawings consistent with Exhibit B and the other provisions of this REA showing the exterior architectural elevations, location, dimension, number of levels, size, shape and height of the Building to be constructed by or for such Major on its Parcel pursuant to Article 7 of this REA; provided, however, Developer shall have the right to approve, which approval shall not be unreasonably withheld, (a) any plans with respect to the exterior façades of the Major's Building to confirm that such exterior facades are compatible with the Time

Honored Standards, and (b) any plans with respect to any other items for which Developer has an approval right under such Major's Definitive Documents.

If such drawings do not require Developer's approval, within thirty (30) days after receipt of such drawings, the Developer may notify the Major submitting said drawings of any questions or comments it may have with regard thereto (specifying in detail the nature thereof). Such Major shall consider Developer's comments to such drawings; provided, however, in any dispute, the decision of the Party submitting said drawings with regard thereto shall be deemed final so long as same have been prepared consistent with the requirements of this REA and the Development Agreement.

If such drawings require Developer's approval, Developer shall either approve or disapprove such portion of such drawings in writing within thirty (30) days after receipt thereof, subject to Section 23.26.

After preparation and submittal of the aforementioned drawings, each Major shall cause to be prepared its final plans and specifications for the relevant improvements which shall be a natural progression from and consistent with the drawings submitted in accordance with this Section 4.04 or, if not, new informational drawings shall be submitted as above provided.

Section 4.05 Retail Center to be Architecturally Harmonious

Within the limitations imposed by this Article, each Major shall cause its architect to work with the Developer and with the Project Manager, and Developer and Project Manager shall work with the Majors, to the end that the design and the exterior of all Buildings as constructed will blend harmoniously and attractively so as to provide the appearance of a unified, integrated first class Retail Center. Furthermore, all such Buildings shall be designed in a manner consistent with the Time Honored Standards. Subject to Section 4.04, each Party shall consult with Developer concerning the color treatment and exterior materials to be used in the construction of all Buildings and other structures on each Party's respective Parcel and shall consider the views of Developer with respect thereto prior to selecting the specific materials and colors for its Parcel, it being understood that in the event of a dispute hereunder, the decision of any Major preparing any relevant plans shall be final.

Section 4.06 Request for a Copy of Drawings or Plans

Any Party receiving plans under this Article shall have the right to request and receive, from any other Party providing any drawings or plans hereunder, a copy of the drawings or plans to be submitted in an electronic format generally accepted in the architectural and construction industries instead of the drawings or plans as in this Article provided.

**ARTICLE 5
GENERAL CONSTRUCTION REQUIREMENTS**

Section 5.01 “Construction” and “Commencement of Construction” Defined

Construction shall be deemed to commence in respect of any Party's Building with the commencement of the actual construction by any such Party upon receipt of such Party's Delivered Premises in accordance with Section 6.01 hereof. The word “*construction*” includes initial construction under this REA and, except where otherwise specified, subsequent construction, alterations, repair and maintenance, replacement and rebuilding permitted or required under this REA.

Section 5.02 Performance of Construction

Each Party agrees to perform its respective construction for the Retail Center in accordance with the plans therefor prepared and approved, where applicable, in accordance with Article 3 and Article 4 hereof: (a) with due diligence and in a good and workmanlike manner, using new, first class materials; (b) in full cooperation with each of the other Parties to the extent necessary to effect a unified, integrated retail center development; (c) in accordance with all applicable laws, including specifically the applicable zoning ordinance, ordinances, rules, and regulations (collectively, “*Laws*”) of all governmental and quasi governmental agencies and authorities having jurisdiction over such construction and all orders, rules and regulations of the National Board of Fire Underwriters or any other body performing similar functions in the City of Salt Lake City, Salt Lake County, State of Utah (collectively, “*Governmental Authorities*”); (d) in accordance with the Master Schedule; and (e) with respect to any Major, in accordance with such Major's Definitive Documents. Each Party in the performance of its construction shall not (i) cause any unnecessary or unreasonable increase in the cost of construction, operation or maintenance of the other Parties; (ii) unreasonably interfere with any other construction being performed on the Retail Center Parcel; or (iii) impair in any more than an incidental manner the use, occupancy, or enjoyment by the Parties of the Retail Center Parcel or any part thereof as permitted or contemplated by this REA. CCRI's construction obligations under this REA shall be performed in accordance with the terms and conditions of the Development Agreement; this REA, including this Section; and the Master Schedule.

Section 5.03 Safety Measures

Each Party performing construction on the Retail Center Parcel shall at all times take any and all safety measures reasonably required to protect the other Parties hereto and all Permittees from injury and/or damage caused by or resulting from the performance of its construction. If any construction is undertaken or takes place when the Retail Center or any Major's Building at the Retail Center shall be opened to the public, the Party carrying on such construction shall erect or cause to be erected an adequate and attractive construction barricade at least six feet (6') in height (chain link along exterior and, after the Center Opening Date, a painted barricade at Mall connection with respect to any Mall Store Building not then open for business shall be acceptable) substantially enclosing the area of its construction, and shall maintain such barricades until such construction shall have been substantially completed. In the event that any Party opens all or any part of its improvements prior to the Center Opening Date, it shall pay all

costs of barricades prohibiting access from such Major's Building to the balance of the Retail Center, as well as all other costs incurred by the other Parties in taking safety measures in order to enable any such Party(ies) to open its improvements prior to the Center Opening Date, except to the extent such barricades or safety measures are necessary on account of any other Party's delay in its required construction.

Commencing with the date the Mall is opened or required to be opened, whichever is first to occur, Developer shall, in accordance with good construction practices, take appropriate measures so that any vacant space in the Mall Store Buildings will be attractively hidden from public view and, in addition, will cause all tenants and Occupants of the Mall Store Buildings and their respective contractors to keep all construction material within their respective leased premises and not allow refuse in the Mall.

Section 5.04 Construction: Storage and Time Schedule

Before any Party commences any construction (as defined in Section 5.01), whether in connection with its initial construction activities or otherwise, it shall submit to Developer, for informational purposes only except as otherwise specifically provided: a site plan showing, as respects the construction in question, material and equipment storage sites, construction staging areas (which shall be subject to the approval of any Party or Parties on whose Parcels such areas are located, as well as the Party whose Parcel is contiguous to such areas, which approval shall not be unreasonably withheld, delayed or conditioned and given or withheld in accordance with Section 23.26), construction shacks, accessways for construction vehicles, and/or trailers and temporary improvements incidental to its construction, and the assigned parking areas for its architects, contractors, subcontractors and their agents, employees and representatives. Developer shall make every effort to accommodate the needs of each Party without causing conflict among the Parties, it being recognized, however, that some or all of the areas to be provided will be off site and on land owned or leased by CCRI and, therefore, to the extent it involves property controlled by CCRI, arrangements will have to be to the satisfaction of CCRI and in compliance with CCRI's requirements. CCRI agrees to cooperate with each Party hereto in satisfying each such Party's requirements.

Section 5.05 Building Schedule

With a view to achieving an initial simultaneous opening of the Developer Facilities and the Major's Buildings to be constructed pursuant to this REA, each Major hereto, prior to commencement of its construction work described in Article 7 hereof, shall prepare and submit to Developer and CCRI, for informational purposes only, a schedule ("**Building Schedule**") showing, at a minimum, the respective dates upon which it anticipates (a) commencing construction, (b) having its Building enclosed, (c) having its Building substantially completed and (d) having its Building ready to open to the public. Periodically during the course of construction each Major shall prepare and submit to Developer and CCRI updated Building Schedules showing the status of its construction and, if there shall be any changes in said dates, the revised date or dates for each phase thereof. The submittal by a Party of a Building Schedule or revised Building Schedule shall not in any way change the obligation of any Party with

respect to commencement, prosecution and/or completion of construction of its Building in accordance with the provisions of this REA, or deprive the other Parties of any rights which they may have because of the delays or failure of performance by the notifying Party. CCRI, Developer and the Majors shall cooperate in order to facilitate development of the Delivered Premises in a manner that coordinates with the Building Schedule for each Major. Developer shall prepare, keep updated and regularly distribute to each Major the Master Schedule of all construction work to be performed at the Retail Center to assist all Parties in coordinating their work.

Any Party shall have the right to suggest reasonable adjustments to the staging areas and/or time periods contained in the aforesaid site plan(s) or schedule(s) in order to prevent unnecessary conflicts with the performance of construction by any other Party or the continued use and enjoyment of the Retail Center Parcel.

Section 5.06 Evidence of Compliance with Construction Requirements

After it has completed any construction, each Party, including, for purposes hereof, CCRI, shall, within sixty (60) days after the request of Developer, deliver to Developer evidence that the construction has been completed in compliance with all Laws. A permanent Certificate of Occupancy (or the equivalent thereof) issued by the Governmental Authority having jurisdiction thereover shall be deemed satisfactory evidence of compliance with the requirements of this Section.

Section 5.07 Liens

Any Party, including, for purposes hereof, CCRI, ordering or contracting for any services, labor or materials (and Developer and/or CCRI, as the case may be, in respect of any Occupant of Floor Area within a Mall Store Building or in respect of any Required Improvements or in respect of any Common Area maintenance work performed by Developer as provided in this REA) hereby agrees to indemnify, defend and save harmless the other Parties hereto from any and all loss, damage, liability, expense and claims whatsoever (including reasonable attorneys' fees and other reasonable costs of defending against the foregoing), by reason of any lien for such work, services or materials performed or supplied which shall be filed against any portion of the Retail Center Parcel during the term of this REA. In the event any such lien is filed, the Party so obligated shall pay and discharge the same of record as promptly as possible but in no event later than forty five (45) days after the filing thereof, subject to the provisions of the following sentence. Each such Party shall have the right to contest the validity, amount or applicability of any such respective liens by appropriate legal proceedings and so long as it shall furnish bond, if bonding is necessary to secure a stay of execution or, if bonding is not so required, indemnify as in this Section hereinafter provided, and be prosecuting such contest in good faith, the requirement that it pay and discharge such liens promptly but in no event later than the aforesaid forty five (45) day period shall not be applicable; PROVIDED, HOWEVER, that in the event such lien has not been discharged of record, such Party shall promptly, but in any event, within forty five (45) days after the filing thereof, bond or indemnify against such liens in amount and form satisfactory to induce the title insurance company which insured title to the respective Parcel to each of the Parties hereto to insure over such liens or to reissue or update

its existing policy, binder or commitment without showing any title exception by reason of such liens, except that no Party qualified to maintain self insurance need furnish bond unless such is required to effect a stay of execution but shall, if necessary, in connection with the closing of any sale, transfer or financing permitted under the terms of this REA, provide such form and amount of security as may be reasonably necessary to induce a title insurance company to insure over such liens as aforesaid. In the event such legal proceedings shall be finally concluded (so that no further appeal may be taken) adversely to the Party contesting such liens, such Party shall promptly cause the lien(s) to be discharged of record within five (5) days thereafter. Nothing herein is intended to diminish Developer's obligations under the Development Agreement.

Section 5.08 Other Components of City Creek Center Project

The Parties recognize that CCRI may construct other components of the City Creek Center Project simultaneously with or subsequent to construction of the Retail Center ("**CCRI Construction**"). Any such components shall be located only within the Permissible Building Areas therefor shown on Exhibit B and in no other location without the approval of the other Parties, which may be withheld in their sole and absolute discretion. In performing such construction, CCRI shall use diligent efforts to reasonably minimize any interference with, and CCRI shall not unreasonably interfere with, the Retail Center and each Major's ability to attract customers and operate and maintain their respective Buildings and for its customers to access their respective buildings, and CCRI shall cooperate with each of the Parties with regard thereto.

Section 5.09 Location and Height of Buildings; Permissible Sidewalks

No Building or other structure may be located on the Retail Center Parcel other than buildings within the Permissible Building Areas shown therefor on Exhibit B. The maximum heights of each Building on the City Creek Center Property shall not exceed the limit therefor set forth in Exhibit D attached hereto and made a part hereof. The Permissible Building Areas within the City Creek Center Property shown on Exhibit B and the height limitations set forth on Exhibit D may not be changed in any way except with the approval of all Parties and CCRI.

**ARTICLE 6
CONSTRUCTION BY DEVELOPER AND CCRI**

Section 6.01 CCRI's Construction Duty

CCRI agrees to commence as soon as practicable and to deliver to Developer the Retail Center Parcel in Buildable Condition in accordance with the Master Schedule. Included within the obligation of CCRI to deliver to Developer the Retail Center Parcel in Buildable Condition shall be the obligation of CCRI to provide, in the case of Nordstrom, a structural platform and such other items that CCRI is required to provide to Nordstrom as set forth in the Nordstrom Definitive Documents (the "*Nordstrom Delivered Premises*"), and in the case of Macy's, supported pad and building shell completed in a manner acceptable to Macy's as set forth in the Macy's Definitive Documents (the "*Macy's Delivered Premises*"), and the remainder of the Retail Center Parcel in the manner provided in the Development Agreement (the "*Developer Delivered Premises*" and, together with the Nordstrom Delivered Premises and the Macy's Delivered Premises, the "*Delivered Premises*").

Upon each Party's receipt of their applicable Delivered Premises, (the "*Turnover Date*") CCRI shall deliver to such Party a certification substantially in the form attached hereto as Exhibit G. Except to the extent specified in a Major's Supplemental Agreement, CCRI shall not be responsible for any additional costs or schedule impacts (including any extension of the Center Opening Date) with respect to the Delivered Premises of any Major which arises from and after the Turnover Date, except to the extent such cost or schedule impact arose out of (i) CCRI's interference with such Party's construction of its improvements (including to the extent arising out of CCRI's failure to comply with the Master Schedule with respect to other portions of the Retail Center) or (ii) out of CCRI's tortious acts or omissions occurring after such Turnover Date.

Section 6.02 Developer's Construction Duty

Developer agrees to commence or cause CCRI to commence as soon as practicable after delivery of so much of the Retail Center Parcel in Buildable Condition as is required by Developer to construct the Developer Facilities and to thereafter use its best efforts, without being required to use overtime, to pursue to completion the Developer Facilities as shown on Exhibit B within its Permissible Building Area, with the Mall Store Buildings to have a total Floor Area of not less than two hundred fifty thousand (250,000) square feet, including a bridge connection over Main Street via the Main Street Bridge connecting the components to be built on each of Blocks 75 and 76 so as to constitute a single retail center. Developer agrees that the Developer Facilities shall be completed, with respect to any Block, with both levels of the Mall and Mall Store Buildings open to the public on the Center Opening Date. The heights of the Mall Store Buildings and the Mall will not exceed those specified in Exhibit D. The Mall shall contain the entranceway shown on Exhibit B to each Major's Building on each level as to which the Mall abuts any such Building. Construction of Developer Facilities shall be completed in accordance with the provisions of the Development Agreement, Master Schedule and this REA, including Article 4, Article 5, and Article 6 hereof.

Section 6.03 Proof of Developer Financing

Prior to commencement of construction of the Developer Facilities, Developer, upon the request of any Major, shall furnish such Major with reasonable evidence that Developer will have the financial means to complete or cause to be completed the Developer Facilities. No such Major requesting such evidence shall be obligated to commence, or having commenced, to complete, construction of its respective Building until Developer shall have complied with the foregoing.

**ARTICLE 7
CONSTRUCTION BY MAJORS**

Section 7.01 Conditions to Major's Construction Duty

Each respective Major shall commence construction of its improvements within a time period which will allow it to complete its respective improvements and open its Building to the public by the Center Opening Date. Each Major shall perform its construction in accordance with Article 4, Article 5, and Article 7 hereof, and in accordance with the Definitive Documents for such Major. Each Major's obligation to commence construction of its improvements shall be subject to Developer and/or CCRI being in substantial compliance with its obligations set forth in Article 3, Article 4, Article 5, and Article 6 hereof, and to the following:

A. CCRI has fulfilled its obligation to deliver the Retail Center Parcel in Buildable Condition in accordance with the Master Schedule so as to permit Developer to fulfill its obligations to each of Nordstrom and Macy's in accordance with such Major's Definitive Documents.

B. The Required Improvements Plans for the Required Improvements have been approved by the Majors in accordance with, and to the extent so required by, the provisions of Section 3.03 hereof.

C. The Developer Facilities Preliminary Development Design Plans for the Mall and Mall Store Buildings have been prepared and submitted to the Majors for review in accordance with the provisions of Section 4.03 hereof;

D. Necessary construction easements which each Party is entitled to have approved have been approved as provided for in Section 2.05 hereof;

E. Construction of the Developer Facilities and Parking Facilities have commenced and are continuing;

F. The staging area and temporary facilities specified in Section 5.04 hereof and in the Definitive Documents of the Majors have been provided;

G. Developer and/or CCRI has provided each Major with adequate assurances that (i) the Parking Facilities to be constructed by CCRI and (ii) the Mall and Mall Store Buildings to be constructed by Developer will be completed in a timely manner in accordance with the Master Schedule as provided hereunder;

H. Developer and each of the Majors have been provided the plans and specifications for the Parking Facilities and, in the case of Nordstrom, the Nordstrom Delivered Premises and, in the case of Macy's, the Macy's Delivered Premises in accordance with the terms of the Development Agreement, this REA and each such Party's Definitive Documents;

I. Developer has delivered the Delivered Premises to each such Major in Buildable Condition in accordance with the requirements of such Major's Definitive Documents, as the case may be, and the other Major has commenced construction or is reasonably proceeding with the design and construction of its improvements and commencement of construction is imminent and has committed to complete construction of its Building on or before the Center Opening Date;

J. Developer has provided each Major with adequate assurance that the representations set forth in Section 23.17 hereof are true and correct as of the date made and as the date of such commencement; and

K. Such Major has received building permits and other required governmental approvals for the construction of its improvements in accordance with plans and specifications for such Major's Building as prepared by such Major and satisfactory to such Major in its sole discretion (but subject to Section 5.09), which such Major shall diligently use reasonable efforts to timely obtain.

Each of the Majors shall cause its plans and specifications to be prepared in accordance with applicable building and zoning requirements. Each of the Majors shall diligently prosecute its application for a building permit for the construction of such Major's Building and shall cooperate with, and make such reasonable changes as may be reasonably required by the applicable Governmental Authority, but the ultimate decision as to whether such changes are reasonable shall be made by such Major. In the event any of said Majors do not obtain any such building permit within two (2) years of the date of delivery to such Major of its Parcel in the condition required by this REA or any such Major's Definitive Documents despite its diligent, good faith efforts to comply with applicable building and zoning requirements in effect at all times, such Major shall have the right, upon sixty (60) days notice to each of the Parties hereto, to terminate its obligations under this REA and to thereupon be no longer obligated to the other Parties under and pursuant to this REA, all rights and obligations hereunder being thereby relinquished by such Party. Developer shall be responsible for obtaining all other governing and regulatory agency approvals and permits that may be required in connection with the construction of the Retail Center, including in respect of the Majors' Buildings (other than the above-described building permits for a Major's Building, the procurement of which shall be the responsibility of each respective Major).

Section 7.02 Construction of Nordstrom Improvements

Nordstrom shall construct or cause to be constructed on its Parcel the Nordstrom Building and improvements:

A. A two (2) level building containing approximately one hundred twenty-five thousand (125,000) square feet of Floor Area having a maximum height as provided in Exhibit D which shall be constructed within the Permissible Building Area on the Nordstrom Parcel and shall have a main entrance to each level of the Mall, as well as an entranceway to the Parking Facilities; and

B. The finishing of that portion of the Truck Facilities and/or Parking Facilities designated for the exclusive use of Nordstrom as are so designated in the Master Declaration, including its use thereof for trash compactor, transformer, emergency generator and electrical switching areas for the benefit of the Nordstrom Building, as well as such improvements within the Nordstrom Building so as to accommodate the shipping and receiving areas serving the Nordstrom Building.

Section 7.03 Construction of Macy's Improvements

Macy's shall construct or cause to be constructed on its Parcel the finishing of the Macy's Building and improvements:

A. The finishing of a three (3) level Macy's store containing approximately one hundred fifty thousand (150,000) square feet of Floor Area within a building shell delivered by Developer, which building shell shall have a maximum height as provided in Exhibit D which shall be constructed within the Permissible Building Area on the Macy's Parcel and shall have a main entrance to each level of the Mall, as well as an entranceway to the Parking Facilities; and

B. The finishing of that portion of the Truck Facilities and/or Parking Facilities designated for the exclusive use of Macy's as are so designated in the Master Declaration, including its use thereof for trash compactor, transformer, emergency generator and electrical switching areas for the benefit of the Macy's Building, as well as such improvements within the Macy's Building so as to accommodate the shipping and receiving areas serving the Macy's Building.

Section 7.04 Completion of Majors' Improvements

Provided all conditions to such Major's obligations contained herein and in its respective Definitive Documents have been fulfilled, each Major shall use commercially reasonable efforts, without being required to use overtime, to cause construction of its Building and improvements to be substantially completed and ready to open for use by the Center Opening Date. If any Major shall be delayed in completing construction or furnishing, stocking or fixturing of its Building and improvements by reason of failure of Developer and/or CCRI to meet any of its obligations specified in Article 3, Article 4, Article 5 or Article 6 or in Section 7.01 hereof and any such Major has notified Developer and CCRI of any such material delay, then the required completion date set forth in this Section 7.04 shall be extended to a date reasonably satisfactory to each such Major by a number of days at least equal to the number of days by which such Major was delayed by such failure (and provided no such Major shall be required to open within two weeks of a previously scheduled opening by such Major of a retail department store containing at least 80,000 square feet of floor area); provided, however, if such extended date shall fall within the periods that a Major is not obligated to open as set forth in Section 7.05, then the completion date shall be extended to a date following any such period reasonably satisfactory to such Major.

Section 7.05 Opening of Majors' Improvements

Each Major shall use its commercially reasonable efforts, without being required to use overtime, to open its Building and improvements to the public on or within ten (10) days prior to the Center Opening Date; provided, however, that no Major shall be required to so open to the public:

A. If construction of the Developer Facilities, the Parking Facilities and Required Improvements shall not have been substantially completed in accordance with the requirements of Article 3 and Article 6 and available for use at least seven (7) days prior to the Center Opening Date, or if the Developer Facilities and the Parking Facilities, have not been sufficiently completed at least forty five (45) days prior to the Center Opening Date so as to enable the Majors to obtain temporary or permanent certificates of occupancy for their respective Buildings forty five (45) days prior to the Center Opening Date;

B. Until at least sixty-five percent (65%) of the Floor Area of the Mall Store Buildings comprising the Retail Center and sixty-five percent (65%) of the Floor Area of the Mall Store Buildings located on the Block in which such Major's Building is located is leased pursuant to bona fide leases to Occupants operating retail store businesses of the type typically found in first class regional malls meeting the Retail Center Standard who are prepared and required to open for business to the public within thirty (30) days of the Center Opening Date;

C. During the period between October 16 to February 14 of any year; during the period from April 1 to September 14 of any year; and/or during the thirty (30) day period prior to Easter Sunday. Nothing herein shall be deemed to preclude a Major from opening as early as ten (10) days prior to the scheduled Center Opening Date;

D. Until, in the case of Nordstrom, fourteen (14) months, and in the case of Macy's, eight (8) months, have elapsed since all applicable conditions set forth in Section 7.01 have been satisfied;

E. Unless the Building of the other Major shall be ready to open simultaneously with the opening of such Major's Building; and

F. Unless all conditions to opening a Major's Building set forth in its Supplemental Agreement or Major Sublease have been satisfied.

In the event one of the Majors elects to open earlier than the Center Opening Date, any Party not then open shall have no obligation (for payment or otherwise) with regard to maintenance, security, barricades, lighting, etc. which it would not otherwise have had if such Major had opened on the Center Opening Date. In the event a Major opens prior to the Center Opening Date, such Major shall have the right to cease operation until the Center Opening Date.

Section 7.06 Macy's Limitation

The provisions of Section 7.02A limiting the amount of Floor Area within the Nordstrom Building shall not benefit Macy's or be enforceable by Macy's. Notwithstanding the preceding sentence, Macy's (as well as each other Major) shall have the right to enforce such provisions (or other provisions of this REA) to prevent any such Party from constructing any improvements (initially or by subsequent expansion) outside its Permissible Building Area or to a height exceeding the specified maximum height.

**ARTICLE 8
ALTERATIONS AND ADDITIONS TO IMPROVEMENTS**

Section 8.01 Alterations

Subject to the provisions of Article 4 and Article 5 of this REA, each Party shall have the right to make, at its own cost and expense, such alterations to its improvements (other than the Mall) as it deems necessary or advisable, including altering the exterior architectural appearance thereof, so long as the same will: (a) be architecturally harmonious with the Retail Center and will not result in a condition inconsistent with the improvements as shown or provided for on Exhibit B hereto, (b) in the case of Developer, meet or exceed the Retail Center Standard, (c) with respect to exterior appearance, to be architecturally compatible with the Retail Center as it then exists, (d) comply with: (i) all Laws affecting such Party's Parcel, (ii) this REA, and (iii) if such Party is a Major, such Major's Definitive Documents, and (e) with respect to any item that requires CCRI or Developer's approval under any Major's Definitive Documents, including any modification of the exterior façade of a building for which such approval is required, such Major shall have obtained such approval. Subject to Article 4 and Article 5 of this REA and subject to the terms and conditions of such Major's Definitive Documents, Developer shall have the right, from time to time and at any time, to make alterations to the Floor Area of the Mall Store Buildings or in the design of storefronts opening onto the Mall or to otherwise modify the decorative features of the Mall provided that in the event of Developer's performance of such modifications to the decorative features, the same shall be consistently performed and applied throughout the Mall and shall be of equal quality and attractiveness and shall meet or exceed the Retail Center Standard and in no event shall any such alterations materially reduce the width or change the configuration, location, or size of the mall in any material or adverse way, nor shall any alteration impair or diminish the visibility of a Major's entrances onto the Mall. Any alterations made by a Major to its Building shall be done in full compliance with the terms of such Major's Definitive Documents.

Section 8.02 Additional Floor Area

No Party shall have the right to expand its Building or erect new Building(s) beyond the Permissible Building Area for each such Party's Parcel set forth on Exhibit B hereto or above the height limitations set forth in Exhibit D hereto. No Party shall have the right to construct any improvements within the Parking Facilities except as permitted by the Parking Agreement.

Section 8.03 Changes to Site Plan

No Party nor CCRI shall have the right to change the size or configuration of its Parcel, to add to or take land away from its Parcel or to otherwise change its Parcel or the Permissible Building Area thereon as set forth on Exhibit B.

**ARTICLE 9
MAINTENANCE, REPAIR AND RESTORATION OF
BUILDINGS AND IMPROVEMENTS: GENERAL**

Section 9.01 Maintenance of Buildings and Improvements on Each Parcel

Each Party shall keep and maintain or cause to be kept and maintained the exterior of all Buildings on its Parcel and all improvements lying thereon but, with respect to the Majors, subject to the terms of each Major's Definitive Documents: (a) in a good and safe state of repair and in a clean and orderly condition, (b) in a manner consistent with the standards of a first class regional shopping center containing comparable improvements to the Retail Center, and (c) if a Major, at all times in compliance with the terms and conditions of such Major's Definitive Documents.

Section 9.02 Damage or Destruction of Developer Facilities

In the event of the damage to or destruction of all or any part of the Developer Facilities (exclusive of the Parking Facilities for which Section 9.06 hereof shall be applicable) during the time periods hereinafter provided from any casualty required to be insured against pursuant to this REA, Developer shall promptly commence reconstruction of such Developer Facilities, with reconstruction of the Mall Store Buildings and the Mall to conform to the requirements of Article 5 and Article 6 hereof, and shall diligently prosecute such reconstruction to completion to the extent hereinafter provided:

A. If such damage or destruction occurs (i) prior to the expiration or termination of its Operating Covenant Period, as same may be extended; or (ii) when its Operating Covenant is not in effect but, in the case of (ii), such damage renders ten percent (10%) or less of the Floor Area of the Mall Store Buildings and ten percent (10%) or less of the Mall unusable for their intended purpose, then in the event of either (i) or (ii) above, Developer shall reconstruct the Developer Facilities to the standard of construction set forth herein for initial construction (subject to any alterations permitted pursuant to Article 8 hereof) so that the Mall will connect with the Buildings of the Majors in the same locations as existed before the damage or destruction and so that the Mall Store Buildings will abut the length of the Mall and shall contain not less than eighty percent (80%) of the Floor Area which existed immediately prior to the occurrence of such damage or destruction; and

B. If such damage or destruction occurs after the date its Operating Covenant Period expires or terminates, as same may be extended, and renders greater than ten percent (10%) of the Floor Area of the Mall Store Buildings or greater than ten percent (10%) of the Mall unusable for its intended purposes, Developer shall have no obligation to reconstruct the Developer Facilities; provided, however, that if, within ninety (90) days after Developer notifies each Major that it does not plan to reconstruct by virtue of the occurrence of such damage or destruction, any two (2) of the Majors notify Developer in writing that they will extend or revive their respective operating covenants with Developer for an additional period of five (5) years each from the date which is the earlier of (i) the date such damaged improvements are reopened for business or (ii)

eighteen (18) months after the date of such damage or destruction (which notification will include a lengthened commitment by such Major to rebuild as provided in Section 9.03A2 hereof), Developer shall be obligated to reconstruct the Developer Facilities to the same extent required in Section 9.02A above and the operating covenant of Developer with such Majors so extending their covenant as aforesaid shall be extended for a like five (5) year period and the date described in Section 9.02A(i) shall extend to be the last day of said five (5) year period.

Section 9.03 Damage or Destruction to the Building of a Major

A. Subject to Section 9.03B, in the event of the damage to or destruction of a Major's Building during the time periods hereinafter provided from any casualty required to be insured against pursuant to this REA, such Major shall promptly commence reconstruction of the Major's Building in compliance with its construction obligations under Article 7 and the requirements of Article 5 of this REA and shall diligently prosecute such reconstruction to completion to the extent hereinafter provided:

1. In the event such damage or destruction occurs (i) prior to the expiration or termination of its Operating Covenant Period, as same may be extended, or (ii) when its Operating Covenant is not in effect, but in the case of (ii) renders ten percent (10%) or less of the Floor Area of such Major's Building unusable for its intended purpose and in the case of (i) or (ii) the Developer is operating the Mall as a retail center with at least sixty percent (60%) of the Floor Area of the Mall Store Buildings leased and occupied pursuant to bona fide leases and there is at least one (1) other Major operating a department store in the applicable amount of Floor Area set forth in Section 13.01 hereof, or, if the same has been damaged or destroyed, the Mall and/or the Mall Store Buildings and/or such other Major(s)' Building(s) are all in the process of being restored, then, in the event of either (i) or (ii) above, such Major shall reconstruct such Building to the standard of construction set forth herein for the initial construction of such Building (subject to any alterations permitted pursuant to Article 8 hereof) so as to contain not less than eighty percent (80%) of the Floor Area which existed immediately prior to the occurrence of such damage or destruction.

2. If such damage or destruction occurs after the expiration or termination of its Operating Covenant Period and such damage renders greater than ten percent (10%) of the Floor Area of such Major's Building unusable for its intended purpose, such Major shall have no obligation to reconstruct said Building unless it has theretofore extended its operating covenant as provided in Section 9.02B hereof and such extended operating covenant has, on the date such damage or destruction occurs, more than three (3) years to run, in which case such Major shall reconstruct but only as provided in Section 9.03A1 above and only if the conditions to its obligations as set forth therein are satisfied.

B. Notwithstanding anything contained in this Section 9.03 to the contrary, (i) no Major shall have the obligation to reconstruct in the event that (a) at the time of such damage or destruction the Developer is in default under its covenant to operate as provided in Article 11 hereof, and has failed to cure such default within thirty (30) days after receiving written notice

thereof, or (b) such Major, at the time of, or within twenty four (24) months after the date of, the damage or destruction, is not obligated to operate pursuant to its Operating Covenant (except that this clause (b) shall not apply to the extent that clause (ii) of Section 9.03A1 is applicable), or (c) an event has occurred which would release such Major from its covenant to operate pursuant to Section 13.02 if not cured within the applicable time period (if any) set forth in Section 13.02; (ii) if the Developer Facilities shall have been damaged or destroyed, a Major shall not be obligated to commence reconstruction until Developer commences reconstruction of the Developer Facilities in accordance with the provisions of Section 9.02 hereof (and provides reasonable evidence that it has the resources to complete such reconstruction); and (iii) if the Parking Facilities shall have been damaged or destroyed, a Major shall not be obligated to commence reconstruction until CCRI commits to reconstruct the Parking Facilities in accordance with Section 9.06 hereof (and provides reasonable evidence that it has resources to complete such reconstruction) and CCRI has reconstructed the portions of the Parking Facilities necessary to provide structural support for the Buildings of the Majors and those portions of the Parking Facilities necessary to provide utilities, truck loading and other services necessary for the operation or reconstruction of such Major's Building.

Section 9.04 Duty to Complete Rebuilding

Each Party shall cause any Building or other improvement it is required or elects to repair, replace or rebuild pursuant to this Article 9 to be completed and, in the case of a Building, to be ready for occupancy as expeditiously as reasonably possible but in any event within the later of: (a) twenty seven (27) months after such damage or destruction occurs, and (b) if renovation is occurring with respect to the Parking Facilities, then within nine (9) months after the completion of the Parking Facilities, or (c) in the case of a Major within sixteen (16) months after such Major is obligated to commence reconstruction pursuant to Section 9.03B. Each Party agrees that prior to commencing any such rebuilding, replacement or repair, such Party shall comply with the requirements set forth in this REA relating to its construction except as to any such requirement that may be modified under this Article 9.

Section 9.05 Clearing Debris from Razed Improvements

To the extent a Party is not expressly required by Sections 9.02 and 9.03 to restore all or a portion of its Building which is damaged or destroyed by a casualty and does not elect to restore such damaged or destroyed Building or portion thereof to an enclosed architectural whole, such Party shall raze the portions thereof which are not restored or rehabilitated, clear away all debris and take all other action required by good construction practice so that the area which had been occupied by the razed Building or portions thereof will be in a clean, attractive condition. Notwithstanding the foregoing, any Party performing any such razing shall do so in a manner so as not to interfere with or affect the structural integrity of any other Party's improvements.

Section 9.06 Damage to or Destruction of Parking Facilities

CCRI covenants and agrees that in the event of the damage or destruction of any portion of the Parking Facilities, if required by Section 5.02 of the Parking Agreement, CCRI shall promptly rebuild, repair and replace any such portion of the Parking Facilities so damaged or destroyed in accordance with the provisions of Section 5.02 of the Parking Agreement to an

equivalent condition to that which existed prior to any such damage or destruction. In the interim and during the course of any such repair or replacement, CCRI shall take such steps as are necessary and appropriate within the remaining portion of the Parking Facilities so as to provide for the benefit of Developer and each of the Majors the maximum amount of parking as may be provided under the circumstances, including at least providing enough parking to meet the Minimum Retail Spaces Parking Requirement as more fully provided in the Parking Agreement. Developer shall take all steps reasonably necessary to enforce the obligations of CCRI.

**ARTICLE 10
MAINTENANCE, REPAIR AND RESTORATION COMMON AREA**

Section 10.01 Operation and Maintenance of Mall

For so long as Developer is obligated to operate the Mall and Mall Store Buildings in accordance with the terms of this REA and thereafter as long as Developer actually operates the Mall and Mall Store Buildings, Developer shall operate and maintain the Mall and Mall Store Buildings in first class order, condition and repair to the Retail Center Standard in accordance with the standards set forth in Exhibit E and shall perform without limitation the following services:

- A. clean lighting fixtures and relamp as needed;
- B. maintain and keep public rest rooms in a clean and sanitary condition;
- C. maintain, repair and operate the climate control systems and the lighting and sprinkler systems for the Mall in compliance with the specifications therefor as hereinafter provided;
- D. promptly remove all papers, debris, filth and refuse and wash or thoroughly sweep all paved and pedestrian areas as required;
- E. keep, maintain and repair the Skylight System in fully functional condition; provided, however, that Developer shall have the right to maintain the Skylight System in a closed position if Developer determines that continued periodic opening of the Skylight System is not commercially reasonable or as a consequence of a major malfunction of the Skylight System; and
- F. Keep the Skylight System clean and free from nesting and perching birds.

The Mall shall be open to the public and in accordance with the provisions of this REA each day that any of the Majors' Buildings is open for business to the general public, and for one half (1/2) hour before any such Major first opens and for one half (1/2) hour after the last Major closes to the public. These obligations shall not apply to Thanksgiving Day or Christmas Day or between the hours of 12:00 Midnight of one day and 6:30 a.m. of the succeeding day.

A portion of the Mall is being constructed with a Skylight System which allows for the deployment of a roof structure over those portions of the Mall as are shown on Exhibit B. Developer shall operate the portions of the Mall covered by the Skylight System as an open-air mall whenever "Open Air Conditions" exist during the Retail Center's operating hours. For this purpose, "Open Air Conditions" shall be deemed to exist whenever neither current nor reasonably anticipated immediate atmospheric conditions (e.g., precipitation or severe temperatures relative to the time of day) will unreasonably disrupt commercial activity within the portions of the Mall covered by the Skylight System (as evaluated in the context of the time of day and a retail environment). Developer shall evaluate the impact of atmospheric conditions upon the commercial activity within the Retail Center and shall establish reasonable criteria for

when Open Air Conditions exist, subject to the reasonable approval of such criteria by the Majors. Notwithstanding the foregoing, the Skylight System shall be deployed so as to close the roof structure therein at any other such time as is reasonably requested by at least one (1) of the Majors based on their written request with a reasonable explanation and/or statistics demonstrating that to not deploy the Skylight System is affecting visits to the Mall and retail sales at their respective Buildings. As and when Open Air Conditions reoccur, Developer shall re-open the Skylight System.

During all times that the Skylight System is deployed with the roof structure and the end doors closed (such deployment referred to as “*Closed Operation*” of the Skylight System), (a), the covered portion of the Mall shall be capable of maintaining an inside dry bulb temperature of 70 degrees Fahrenheit (21 degrees Celsius) with outside dry bulb temperature of 10 degrees Fahrenheit (7 degrees Celsius) for heating; (b) the cooling system shall be capable of maintaining 76 degrees Fahrenheit (24 degrees Celsius) dry bulb and 50% relative humidity inside conditions with outside conditions of 93 degrees Fahrenheit (34 degrees Celsius) dry bulb and 77 degrees Fahrenheit (25 degrees Celsius) wet bulb; and (c) the Skylight System shall be capable of operating on 50% outside air when outside air temperatures are suitable for cooling purposes. Notwithstanding the foregoing technical capabilities, during Closed Operation the Developer shall operate the Skylight System in conformance with operating principles from time to time approved by each of CCRI, the Majors and Developer (which approval, in each case, shall not be unreasonably withheld). In this regard, the Parties further agree that Developer shall operate the Skylight System during Closed Operation, and shall require other Occupants to operate their heating, ventilating, and air conditioning systems, in such manner so as not to drain heat, ventilation or air conditioning from or discharge air into, any other Party’s Building. Each of the other Parties hereto shall likewise operate the heating, ventilating and cooling system(s) which serve its Building in a manner so as not to drain heat, ventilation or air conditioning from, or discharge air into, the Mall during Closed Operation.

There shall be no charge levied for entering, traversing or leaving the Mall.

Each Major shall share in the expenses incurred by Developer under this Section 10.1 in accordance with the terms of its Definitive Documents.

The Retail Center, including the Mall, the Mall Store Buildings, and each Major’s Building shall at all times be maintained as a smoke free environment.

Section 10.02 Failure of Performance

Subject to Sections 14.03 and 23.06, if Developer fails to perform or cause to be performed any of its duties or obligations provided in Section 10.1, any other Party may at any time give a written notice to Developer with a copy to the other Parties setting forth the specific failure to comply with Section 10.1. If such failures are not corrected with reasonable promptness and in any event, within thirty (30) days after receipt of such notice, or if such failures are such that they cannot be corrected within such time and Developer fails to commence the correction of such failures within such period and diligently prosecute the same thereafter, then, in either such event, the Party giving such notice shall have the right to correct such failures, including the right to enter upon the Common Area of the Developer Parcel to correct

such failures, at the cost of Developer. In any event, Developer shall pay any reasonable amounts so expended, with interest, in accordance with Section 23.05; provided, however, these provisions shall be without prejudice to Developer to contest the right of the other Party to make such repairs or expend such monies. The other Party(ies) shall have the right to set off and deduction against amounts otherwise due and owing Developer by any such Party(ies). Notwithstanding anything in this Section 10.02 contained to the contrary:

A. In the event of an emergency situation (i.e., one which affects the ability of a Party's Permittees to gain access through the Mall to the Parking Facilities or which directly affects a Party's Building or which poses a danger or offensive condition to Occupants or Permittees), a Party may, with such notice as may be possible or appropriate under the circumstances (which may be given after the cure is effected if it is not reasonably possible to give advance notice), cure any such default and thereafter shall be entitled to the benefits of this Section 10.02; and

B. Except as set forth in Section 10.02A, no Party shall have the right, whether under this Section or otherwise, to enter upon the Floor Area of the Mall or Mall Store Buildings on behalf of the Developer to make any repairs or perform any maintenance or any of the other obligations imposed hereunder.

Section 10.03 Maintenance of the Parking Facilities

The Parking Facilities shall be operated and maintained as provided for in the Parking Agreement. Developer shall use its best efforts to cause CCRI to operate and maintain said Parking Facilities to the standards and requirements set forth in the Parking Agreement and shall take such actions with regard thereto as may be requested by any of the Majors to enforce the operating and maintenance standards and requirements set forth in the Parking Agreement, including exercising any self help remedies set forth in the Parking Agreement. Subject to the provisions of Article 9 hereof, CCRI covenants to the Parties to operate and maintain the Parking Facilities to the standards and requirements set forth in the Parking Agreement throughout the term of this REA. Each of the Majors shall be deemed a third party beneficiary as to the rights of Developer under the Parking Agreement (it being understood, however, that to the extent that the provisions of said Parking Agreement condition the undertaking of a particular action upon the consent or approval of a particular Person, the parties to said Parking Agreement may rely upon any such consent or approval, without being required to obtain the consent or approval of any other Person).

**ARTICLE 11
PARKING REQUIREMENTS**

Section 11.01 General

Parking for the Retail Center shall be provided in the Parking Facilities.

Section 11.02 The Parking Facilities

The Parties hereto acknowledge that the Parking Agreement imposes upon CCRI the obligation to design, plan and construct certain Parking Facilities to service the City Creek Center Project, including, specifically, the Retail Center, and in particular to design, construct and operate Parking Facilities for not less than five thousand (5,000) vehicles. The Parking Agreement also provides for the designation within the Parking Facilities of a "Retail Zone" protected for parking by visitors to the Retail Center at all times during which the Retail Center is open for business (the "*Retail Zone Parking*"), the initial location of which Retail Zone Parking area shall be subject to the approval of the Major's and may not be changed in any material respect without the approval of the Majors. Amounts and location of parking is governed by the terms of the Parking Agreement.

The Parties hereto further acknowledge that the Parking Agreement imposes upon CCRI the obligation to operate, maintain, repair, replace and restore the Parking Facilities.

Said Parking Agreement further specifies the manner and method of operation of said Parking Facilities and the charges that may from time to time be imposed for parking. CCRI agrees that each Major is a third party beneficiary of such Parking Agreement.

Section 11.03 Charges for Parking; Employee Parking Areas; Valet Parking Area

Charges for parking shall only be as set forth in the Parking Agreement and changes thereto may be made only in accordance with the terms of the Parking Agreement unless otherwise approved in writing by the Parties hereto (including CCRI). In this regard, the Parties acknowledge that the Parking Agreement permits the Developer and CCRI to establish, with respect to parking within the Retail Zone Parking, validation programs for customers, subject to the requirements of the Parking Agreement (including compliance with the requirements of each Major's Supplemental Agreement).

Subject to the approval of each Party as to location, Developer shall develop a parking program for employees of the Majors in accordance with Section 2.17 of the Parking Agreement, which program will indicate the number of spaces available, if any, in the Retail Zone Parking to be reserved for employee parking, the monthly rate of such spaces, and the designated location for such spaces within the Retail Zone Parking. No such designated area within the Retail Zone Parking shall be provided within three hundred feet (300') of any entrance of any Major's Building, without the consent of the Party on whose Parcel such parking is intended to be provided and the consent of any Party whose entrance would be within three hundred feet (300') of such designated area. Each Party shall use reasonable efforts to require its employees and the employees of its tenants and subtenants, contractors, licensees and concessionaires to use only

the designated parking sections, which may be off-site. Furthermore, Developer, in conjunction with the other Parties and subject to the terms of the Parking Agreement, may establish a holiday employee parking program or an employee parking program for times when the Parking Facilities are otherwise being used to capacity which may include use of off site parking and shuttle bus service. Each Party shall contribute to the cost of such parking program to the extent specifically specified in its Supplemental Agreement. Furthermore, subject to the terms of the Parking Agreement, Developer shall have the right to designate a portion of the Retail Zone Parking for valet parking purposes to be operated by Developer for the benefit of the entire Retail Center, with equal treatment for all Parties' customers, or as otherwise agreed to by the Parties. In addition, at the request of any Major desiring to operate a valet parking program for its Building, if Developer is not then operating a center wide program, Developer shall coordinate with CCRI the designation of a portion of the Retail Zone Parking in close proximity to such Major's Building for the operation by such Major of a valet parking program for its customers and invitees, which program, and the costs in connection with such program, shall be subject to the terms and conditions of Section 2.13 of the Parking Agreement.

Section 11.04 Use of Parking Facilities

No portion of the Retail Zone Parking may be used for outdoor sales or for the storage of trailers, vans or the like. Further, if any Major reasonably establishes that such use of any other portion of the Parking Facilities is interfering in a material respect with such Major's use of its Truck Facilities or with the use of the Retail Zone Parking by such Major's customers, then to the extent reasonably necessary to eliminate such interference, CCRI shall curtail such uses of such other portions of the Parking Facilities. No Party, including, for purposes hereof, CCRI, shall grant any parking rights to any owner or user of property not within the City Creek Center Property or to any user within the City Creek Center Project which would result in a violation of the provisions with respect to the Parking Facilities as described above in this Article 11 (as the same are to be applied in accordance with the more detailed provisions set forth in the Parking Agreement).

Section 11.05 Changes to Parking Facilities

Developer and CCRI covenant to the Majors that no change shall be made to the Retail Zone Parking or the entrance and exits and means of access to and from the Parking Facilities other than as provided in the Parking Agreement without the express written approval of the Parties hereto. Any change in use of particular space within the City Creek Center Project, from bank branches or other financial services to retail use, may only be made if the Retail Zone Parking continues to contain a sufficient number of parking spaces to meet the Minimum Retail Spaces Parking Requirement, as such amount has been modified to take into account any such change in use.

**ARTICLE 12
OPERATING COVENANTS OF DEVELOPER**

Section 12.01 Developer's General Operating Covenants

The covenants of Developer in this Section are subject to the provisions of Section 9.02 and Section 13.03 hereof and to any interruptions due to repair, alteration, remodeling or reconstruction of the Developer Facilities (if and only to the extent specifically authorized herein).

Developer covenants and agrees that it will operate or cause to be operated the Developer Facilities in the following manner:

A. To continuously manage and operate the Developer Facilities (or cause the same to be continuously managed and operated) in accordance with the provisions of this REA as a complex of retail stores, entertainment establishments, and commercial and service enterprises that are a part of a first class regional retail center meeting the Retail Center Standard and in accordance with the Rules, Regulations and Maintenance Standards set forth in Exhibit E and the Sign Criteria set forth in Exhibit F.

B. To use its best efforts to have all the Floor Area of the Mall Store Buildings occupied in its entirety for the sale of goods and providing of services consistent with industry standards of operation of first class regional retail centers.

C. In determining occupancy of Floor Area contained within the Mall Store Buildings, Developer will strive to maintain a balanced and diversified grouping of retail stores, merchandise and services evenly distributed throughout the Mall.

D. To keep the Mall open and all entrances thereof open as provided in Section 10.01 hereof.

The covenants in this Section 12.01 shall be enforceable by each of the Majors until the date which is fifteen (15) years after the Center Opening Date and for so long thereafter as the Buildings of at least one of the Majors is being operated as a department store, (as such term is described in Section 13.01D hereof).

If only one (1) Majors' Building is being operated as aforesaid at any time after the date which is fifteen (15) years after the Center Opening Date, Developer's obligations under this Section 12.01 shall be limited to the city block in which such Major's Building is located and shall continue so long as fifty percent (50%) of the Floor Area of the Mall Store Buildings in said block is leased and occupied.

Section 12.02 Name of Retail Center

Developer agrees to manage and operate (or cause to be managed and operated) the Retail Center under the name "City Creek Center" and under no other name without the prior

approval of each Major, which approval may be granted or withheld in the sole and absolute discretion of each Major.

**ARTICLE 13
OPERATING COVENANTS OF MAJORS**

Section 13.01 Operating Covenant

Each Major hereby covenants and agrees that, subject to the provisions of Section 13.03 and Article 9 and Article 17 of this REA:

A. During the period commencing with the opening of its Building to the public and terminating on the fifteenth anniversary of the Center Opening Date, it will operate or cause to be operated in the case of Nordstrom at least one hundred ten thousand (110,000) of square feet of the Floor Area of its Building as a department store, under the name "Nordstrom" or such other name as Nordstrom then uses to identify a majority of its department stores of at least one hundred thousand (100,000) square feet of Floor Area which are then operating in the States of Utah and Colorado (the "*Nordstrom Operating Area*"); and in the case of Macy's, at least one hundred thousand (100,000) square feet of Floor Area of its Building, for the first ten (10) years under the name "Macy's" or such other name as Macy's West Stores, Inc. uses to identify its department stores operating under the name "Macy's" of at least one hundred thousand (100,000) square feet of Floor Area in the State of Utah (the "*Macy's Operating Area*"), and for the remaining five (5) years under any name.

B. Throughout its Operating Covenant Period, it will maintain or cause to be maintained as entrances to its Building at least one main entrance to each level of the Mall to which it abuts (as the Mall is initially constructed), of the approximate dimensions and at the locations shown on Exhibit B.

C. Subject to Section 13.02 and any limitations herein, during the term of each Major's Operating Covenant Period, each Major shall operate or cause to be operated its Building in a generally similar manner to other department stores operated or caused to be operated by such Major from time to time under its trade name within the relevant Operating Area for such Major as hereinabove provided, giving consideration to the varying merchandising requirements and strategies of the Major from store to store (as determined by such Major in its sole and absolute discretion). The foregoing covenant is subject to the limitation, except as provided in Section 13.04 and Article 14, that nothing in this Article 13 or elsewhere in this REA shall be deemed in any way to regulate the manner of operation or merchandise offered or types and number of departments or the hours or days of operation.

D. For purposes of this REA, the term "*department store*" means a retail store containing in excess of ninety thousand (90,000) square feet of Floor Area, operating as a single integrated store under one name, and containing a number of departments for the sale of varied merchandise and services, which term, in the case of Nordstrom, shall include a retail store commonly referred to as a "*specialty store*," it being understood that the purpose of this Section 13.01D is not intended to diminish the operating requirements set forth in this Article 13.

E. It will operate and maintain its Building in accordance with the terms and conditions of such Major's Definitive Documents.

The covenants of each Major in this Section 13.01 shall run to and for the benefit of Developer only (except that under the circumstances and to the extent described below, shall run to and for the benefit of the holder of any mortgage on Developer's Parcel that has taken possession of the Developer's Parcel) and not for the benefit of any other Party or any third party or Person not a Party hereto. The holder of a Mortgage on the Developer Parcel shall have the right to seek and obtain against any such Major any and all remedies or relief available to such holder at law or in equity to enforce such Party's operating covenant as long as such holder (a "mortgagee in possession"): (i) has served notice on such Major of the existence of said Mortgage and the address to which notices are to be sent to it under this REA), (ii) is then in possession of the Developer Parcel, and (iii) is performing all of the obligations of Developer set forth in this REA. The Majors shall have the right to deal with such mortgagee in possession without need to obtain the consent of Developer with regard thereto and without liability to Developer as a result thereof. It is specifically understood that the rights granted to the holder of a Mortgage as aforesaid are valid and enforceable, notwithstanding that said holder is not a Party hereto.

As the covenant of each Major runs to and for the benefit of Developer and not to each other Major, Developer warrants and agrees with each Major that Developer will (i) not in any way modify, amend (other than to extend), release or terminate the operating covenant of any Major as set forth in this Section 13.01 without the approval of the other Majors, which any Major may withhold in the exercise of its sole and absolute discretion; and if Developer should so modify, amend (other than to extend), release or terminate any such operating covenant without the approval of such other Majors, then such modification, amendment (other than to extend), release or termination shall be null and void and of no force and effect and such other Majors may, but shall not be obligated to, secure injunctive relief to prevent implementation thereof or, at their election, jointly or severally, seek damages from Developer on account of Developer's default; and (ii) expeditiously utilize its best efforts to enforce the operating covenant of any Major who may be in default of its covenant to operate set forth in this Section 13.01, which efforts shall include, but not be limited to, the prompt institution and diligent prosecution of legal proceedings to enforce any such covenant set forth in this Section 13.01. Developer's obligations under this paragraph are not in derogation of the Major's right to terminate its Operating Covenant as set forth in Sections 13.02C or 13.02J hereof. The foregoing shall not impair any Major's right to terminate its Operating Covenant as set forth in Section 13.02 hereof or Developer's right to enforce the operating covenant of any Major to or for the benefit of any other Major.

Section 13.02 Termination of Operating Covenant by a Major

The covenants of each Major in Section 13.01 may be terminated by each such Major on thirty (30) days' prior notice to Developer and with a courtesy copy to the other Majors and CCRI if:

A. Subject to Sections 15.03 and 23.06, Developer is in default of any of its covenants under Section 12.01 of this REA and fails to cure such default within thirty (30) days after receipt of notice of such default from any Major, or if such default is one which cannot reasonably be cured within thirty (30) days, if Developer fails to commence the curing of such default within such thirty (30) day period and thereafter fails to prosecute such cure with diligence and in any event within three (3) months thereafter; provided, however, (i) the cure for a breach of Section 12.01D shall be twenty four (24) hours unless such closure is caused by a reason contemplated in Article 19 and (ii) if the default is caused by an occurrence contemplated by Article 9 or Article 17, the cure period for purposes of this paragraph shall not exceed the allowable restoration period in Article 9 or Article 17, as the case may be; or

B. Any of the following occurs (each being herein called a "Cotenancy Failure"):

(i) With respect to any Major's Operating Covenant, less than sixty percent (60%) of the Floor Area of the Mall Store Buildings (exclusive of the Excluded Block 75 Floor Area) is actually occupied and open for business with the public by Appropriate Tenants;

(ii) With respect to the Nordstrom Operating Covenant, less than seventy-five percent (75%) of the Floor Area of the Mall Store Buildings within Block 76 is actually occupied and open for business with the public by Appropriate Tenants; or

(iii) With respect to the Macy's Operating Covenant, less than sixty percent (60%) of the Floor Area of the Mall Store Buildings within Block 75 exclusive of the Excluded Block 75 Floor Area is actually occupied and open for business with the public by Appropriate Tenants;

provided that a Cotenancy Failure shall not terminate a Major's Operating Covenant if Developer restores the subject Mall Store Buildings occupancy rate to at least the required sixty percent (60%) or seventy-five percent (75%) requirement, as the case may be, prior to the later of (i) the first anniversary of such Cotenancy Failure occurring and (ii) the one hundred eightieth (180th) day after notice is given by such Major to Developer and CCRI of the existence of the Cotenancy Failure. However, Developer shall have the foregoing right to remedy a Cotenancy Failure only once in any three (3) year period and only three (3) times in the aggregate during the fifteen (15) year period that Developer is obligated to operate as required by Section 12.01 hereof, and otherwise a Cotenancy Failure shall terminate a Major's Operating Covenant ninety (90) days after such Major notifies the Developer and CCRI that the occupancy of the subject Mall Store Buildings is below the applicable required percentage and that its Operating Covenant has therefore terminated. "*Appropriate Tenant*" herein means a Mall Store Building Occupant who (i) occupies its space as a retail, restaurant, commercial service, or entertainment business typically found in first class regional shopping centers meeting the Retail Center Standard; (ii) is a non seasonal tenant under a written lease having a minimum original term of one (1) year; (iii) keeps operating days and hours substantially the same as the

Mall; (iv) is not an Affiliate of Developer; and (v) in the case of each Major, meets the standard set forth in such Major's Supplemental Agreement. Developer shall within 30 days of request by either Major, provide CCRI and the Majors with a certification of the amount of Floor Area of the Mall Store Buildings then occupied by Appropriate Tenants, (excluding the Excluded Block 75 Floor Area) which certification shall list out the total Floor Area within the Mall Store Buildings, the size and spaces of each of the stores then leased to Appropriate Tenants, as well as the identity of each of the Appropriate Tenants then occupying such spaces; or

C. With respect to the Nordstrom Operating Covenant, there is not at least one (1) other Major's Building operating at the Retail Center as a retail department store under the trade name "Macy's," "Neiman Marcus," "Bloomingdale's," "Saks," or "Dillard's," or other department store of similar quality; and with respect to the Macy's Operating Covenant, the Nordstrom Building is not being operated as a nationally recognized "high end" retail department store or fashion specialty store of similar quality to Nordstrom; or

D. Any improvements are constructed in the Retail Center other than within the Permissible Building Areas shown on Exhibit B or any change is made to the Parking Facilities or the parking rates other than changes that do not violate the terms of the Supplemental Agreements between the Majors and the Developer applicable thereto and which are in accordance with the terms of the Parking Agreement; or

E. Whether or not Developer is required by any provision of this REA to rebuild or restore damaged or condemned Developer Facilities, Developer fails to do so within the time period contemplated in Section 9.04 of this REA; or

F. To the extent the Parking Agreement requires CCRI to rebuild or restore damaged or condemned Parking Facilities, CCRI fails to do so within the time period contemplated in Section 9.06 of this REA; or

G. If the Main Street Bridge is removed, destroyed or damaged and rendered unusable and neither CCRI nor Developer causes the Main Street Bridge to be rebuilt expeditiously, or if, for any reason, the Main Street Bridge has not been rebuilt within two (2) years of the date of such removal, damage or destruction; or

H. Developer is released or excused from performing the provisions of its operating covenant, or Developer's performance thereof is rejected or stayed by reason of bankruptcy proceeding for a period of twelve (12) months or, if other than by bankruptcy proceeding, for a period of six (6) months; or

I. The operating covenant of either of the Majors is rejected in any bankruptcy or creditors' rights proceedings; provided, however, that, subject to Section 13.02C, if Developer, upon notice of such rejection, promptly files a motion to prevent such rejection and continues to diligently prosecute the same, then such Major's Operating Covenant shall be deemed to have been rejected for purposes of this paragraph

H if such motion is not resolved in Developer's favor or is not finally resolved within twelve (12) months of filing; or

J. The operating covenant of any Major shall have been terminated, cancelled or released by agreement, acquiescence or sufferance by Developer, unless such Major has been replaced by Developer with a new Major that will be operating such Major's Building under the required trade name; or

K. Developer shall have violated the provisions of Section 5.09 of the REA or a Major shall have violated such provisions and Developer does not take all steps reasonably appropriate (including the institution and diligent prosecution of litigation against such Major) to enforce against any such Major the provisions of Section 5.09; or

L. The in line tenant space within the Retail Center, including restaurants, contains less than two hundred twenty-five thousand (225,000) square feet of Floor Area; or

M. Subject to Section 13.02N, there are not at least the minimum number of parking spaces located in the Retail Zone Parking as required pursuant to the Parking Agreement, or CCRI is in material default of any of its covenants under the Parking Agreement and neither CCRI nor Developer (as the case may be) cures such default within thirty (30) days after receipt of notice of such default from any Major, or if such default is one which cannot reasonably be cured within thirty (30) days, neither Developer nor CCRI commences the curing of such default within such 30-day period or thereafter fails to prosecute the same with diligence to completion within one hundred eighty (180) days after receipt of such notice from a Major; or

N. The following requirements are not met with respect to the Parking Facilities:

(i) If the Minimum Retail Spaces Parking Requirement (as calculated taking into account (A) the Gross Leasable Area of the Retail Center and the CCRI Adjacent Retail on both Block 75 and Block 76 and (B) the number of parking spaces within the entire Retail Zone Parking) is not satisfied for more than 180 days within any 365 day period; provided, however, that if such failure is as a consequence of damage or destruction to all of a portion of the Parking Facilities and if the Retail Zone Parking could not reasonably be restored within one hundred eighty (180) days after the event of damage or destruction, then the covenant of each Major set forth in Section 13.01 shall not be terminated pursuant to this clause 13.02N(i) unless, for a period of at least two hundred seventy (270) consecutive days (after the event of damage or destruction and prior to the restoration of the Parking Facilities in accordance with Section 5.02 of the Parking Agreement), the number of available parking spaces within the entire Retail Zone Parking is less than seventy-five percent (75%) of the Minimum Retail Spaces Parking Requirement (again as calculated taking into account (A) the Gross Leasable Area of the Retail Center and the CCRI Adjacent Retail on

both Block 75 and Block 76 and (B) the number of parking spaces within the entire Retail Zone Parking); or

(ii) As to a Major whose Building is located within Block 75, if the Minimum Retail Spaces Parking Requirement (as calculated taking into account only (A) the Gross Leasable Area within the portion of the Retail Center and the CCRI Adjacent Retail within Block 75, and (B) the sum of the parking spaces within those portions of the Retail Zone Parking that are located directly beneath Block 75 and Main Street) is not satisfied for more than 180 days within any 365 day period, then a Major whose Building is located within Block 75 shall have the right to terminate its covenant set forth in Section 13.01; provided, however, that if such failure is as a consequence of damage or destruction to all or a portion of the Parking Facilities and if the Retail Zone Parking could not reasonably be restored within one hundred eighty (180) days after the event of damage or destruction, then the covenant set forth in Section 13.01 of the Major whose building is located within Block 75 shall not be terminated pursuant to this clause 13.02N(ii) unless, for a period of at least two hundred seventy (270) consecutive days (after the event of damage or destruction and prior to the restoration of the Parking Facilities in accordance with Section 5.02 of the Parking Agreement), the sum of the parking spaces within those portions of the Retail Zone Parking that are located directly beneath Block 75 and Main Street is less than seventy-five percent (75%) of the Minimum Retail Spaces Parking Requirement (again as calculated taking into account only (A) the Gross Leasable Area within the portion of the Retail Center and the CCRI Adjacent Retail located within Block 75 and (B) the sum of the parking spaces within those portions of the Retail Zone Parking that are located directly beneath Block 75 and Main Street); or

(iii) As to a Major whose Building is located within Block 76, if the Minimum Retail Spaces Parking Requirement (as calculated taking into account only (A) the Gross Leasable Area within the portion of the Retail Center and the CCRI Adjacent Retail within Block 76, and (B) the sum of the parking spaces within those portions of the Retail Zone Parking that are located directly beneath Block 76 and Main Street) is not satisfied for more than 180 days within any 365 day period, then a Major whose Building is located within Block 76 shall have the right to terminate its covenant set forth in Section 13.01; provided, however, that if such failure is as a consequence of damage or destruction to all or a portion of the Parking Facilities and if the Retail Zone Parking could not reasonably be restored within one hundred eighty (180) days after the event of damage or destruction, then the covenant set forth in Section 13.01 of the Major whose building is located within Block 76 shall not be terminated pursuant to this clause 13.02N(iii) unless, for a period of at least two hundred seventy (270) consecutive days (after the event of damage or destruction and prior to the restoration of the Parking Facilities in accordance with Section 5.02 of the Parking Agreement), the sum of the parking spaces within those portions of the Retail Zone Parking that are located directly beneath Block 76 and Main Street is less than seventy-five percent (75%) of the Minimum Retail Spaces Parking Requirement (again as

calculated taking into account only (A) the Gross Leasable Area within the portion of the Retail Center and the CCRI Adjacent Retail located within Block 76 and (B) the sum of the parking spaces within those portions of the Retail Zone Parking that are located directly beneath Block 76 and Main Street); or

O. The operator of the Retail Center is not an affiliate of The Taubman Realty Group Limited Partnership or one of the other publicly held real estate companies whose primary business is owning and operating first-class regional retail centers.

Developer shall within thirty (30) days after request therefor from a Major furnish a certification as to the amount of square footage of Mall Floor Area leased and open for business.

After the expiration or earlier termination of such Major's operating covenant, no operating obligation or use restriction shall apply or be binding upon such Major or its Parcel except as otherwise provided in Article 14 hereof; provided, however, that, should such Major elect, in its sole and absolute discretion, to conduct any operation on its Parcel during the term of the REA, its Parcel will be used in a manner not prohibited by the REA and not incompatible with the operations or uses then existing on the remainder of the Retail Center Parcel.

Section 13.03 Temporary Cessations of Business

A temporary cessation of business in a Major's Building when necessary for the purpose of taking inventory or to permit alterations, repairs, restoration or to allow for a change in occupancy as a result of a sale, lease or sublease of such Major's Parcel and assignment of its obligations under this REA in accordance with the provisions of Article 15, shall not be deemed to be a cessation of operation by any such Major for purposes of Sections 12.01 or 13.01 hereof, including any repairs and restoration made in connection with damage or destruction to the Building, and any alterations relating to a condemnation, provided such Major proceeds to rebuild, if required to do so, pursuant to Article 9 or Article 17, as applicable. In addition any temporary cessation of business by a Major described in Section 13.01 for any reason not in excess of sixty (60) days in any twelve (12) month period shall not be deemed to be a cessation of operation by such Major for purposes of Sections 12.01, 13.01 and 13.02 hereof.

Section 13.04 No Regulations of Manner of Operation; Sunday Hours

Nothing in this Article shall be deemed in any way to regulate the manner of operation or merchandise offered or types and number of departments of the business being conducted on any Major's Parcel or the hours or days of such operation. Notwithstanding the foregoing, no Major shall be permitted to conduct business on its Parcel on Sundays unless other retail stores (exclusive of restaurants) in the Retail Center are open for business on Sundays.

Section 13.05 Conveyances; Mortgages

Notwithstanding anything to the contrary contained in this Article 13, except as otherwise provided in Article 14 or the Definitive Documents of such Major, each Major may:

A. lease portions of its Building and/or license departments therein and/or grant concessions to other parties;

B. lease, sell or otherwise Transfer all or any part of its Parcel and/or the improvements thereon; or

C. mortgage all of such Major's interest in its Parcel and/or improvements thereon pursuant to the Definitive Documents of such Major and/or sell and leaseback or assign and subleaseback all or such Major's interest in its Parcel and/or improvements thereon pursuant to the Definitive Documents of such Major and in connection with any such transaction, assign its interest in this REA. If any mortgage, deed of trust or other instrument in the nature of a mortgage on a Major's Parcel is foreclosed or a power of sale pursuant thereto is exercised or a deed in lieu of foreclosure is delivered, or any Major having entered into a sale and leaseback or assignment and subleaseback of all or part of its rights in its Parcel under which such Major, or a subsidiary or Affiliate of such Major or the parent corporation of such Major is the lessee or sublessee thereunder and such lessee or sublessee shall be deprived of possession of such Parcel by reason of its failure to comply with the terms of such leaseback or subleaseback, anyone who has acquired or thereafter acquires title to such Parcel or a leasehold interest therein shall hold the same free of the requirement that a department store be operated on such Parcel under a specific trade name or otherwise; provided, however, that, as to any mortgage, deed of trust or other instrument in the nature of a mortgage executed after the date of execution hereof, any such party so acquiring title or possession shall, within thirty (30) days after so acquiring title, whether by foreclosure or by deed in lieu of foreclosure, provide Developer with notice of such fact and Developer shall, within thirty (30) days after receipt of such notice, have the right, but not the obligation, to elect to purchase within one hundred eighty (180) days after the giving of such notice to acquire the interest so acquired by any such party for an amount equal to the amount theretofore owed to any such party by the Major relating to such Major's Parcel, including interest and other charges, as well as other costs incurred by any such party in acquiring such interest with respect to such Major's Parcel. No such mortgage, sale and leaseback, assignment and subleaseback, foreclosure, deed in lieu of foreclosure or deprivation of possession shall relieve such Major of liability for breach of its covenants under Section 13.01 hereof.

ARTICLE 14
GENERAL COVENANTS - CENTER APPEARANCE; OBJECTIONABLE USES

Section 14.01 Removal of Buildings

Neither the Mall Store Buildings, the Mall nor the Building of any Major on the Retail Center Parcel shall be razed or removed from their respective Permissible Building Areas except as may be necessary prior to rebuilding or restoration following damage or destruction, or by reason of a taking by condemnation or as may be required pursuant to Section 9.05.

Section 14.02 Limitation on Detrimental Characteristics

So long as seventy-five thousand (75,000) square feet of Floor Area on any Major's Parcel or one hundred fifty thousand (150,000) square feet of Floor Area on Developer's Parcel or an aggregate of two hundred seventy-five thousand (275,000) square feet of Floor Area on all Parcels is being used for retail purposes, no use, operation or occupancy will be made, conducted or permitted on any part of the Retail Center Parcel which is inconsistent with the use and operation of a first class retail center in the reasonable judgment of the Party(ies) still using their Parcels for retail use. Included among the uses or operations which are prohibited because of their detriment to a balanced and diversified grouping of retail stores, merchandise and services usually found in a first-class regional retail center, as well as their detrimental effect upon the general appearance of the Retail Center and conflict with the reasonable standards of appearance, maintenance and housekeeping required by this REA, are uses or operations which produce or are accompanied by characteristics such as, but not limited to, the following:

- A. Any public or private nuisance;
- B. Any noise or sound that is objectionable due to intermittence, beat, frequency, shrillness or loudness;
- C. Any obnoxious odor;
- D. Any noxious, toxic, caustic or corrosive fuel or gas;
- E. Any dust, dirt or fly ash in excessive quantities;
- F. Any unusual fire, explosion or other damaging or dangerous hazard, including the storage, display or sale of explosives or fireworks;
- G. Any warehouse (but any area within a Building for the storage of goods intended to be sold in such Building shall not be deemed to be a warehouse), assembly, manufacture, distillation, refining, smelting, agriculture or mining operations;
- H. Any mobile home or trailer court, labor camp, junk yard, stock yard or animal raising. Notwithstanding the foregoing, pet shops shall be permitted within the Retail Center, provided that such shops shall be so conducted that there shall be no violation of the other prohibitions of this Article by reason of the operation of such shops;

- I. Any drilling for and/or removal of subsurface substances;
- J. Any dumping of garbage or refuse;
- K. Any commercial laundry or dry cleaning plant, laundromat, veterinary hospital, car washing establishment, bowling alley, meeting hall, mortuary or similar service establishment which is not commonly found in the majority of first class regional shopping centers in urban areas of the United States;
- L. Any automobile body and fender repair work;
- M. Any health club or fitness center containing in excess of thirty-four thousand (34,000) square feet of Floor Area;
- N. Any gasoline station;
- O. check cashing stores, tattoo parlors, bail bonds, mortuaries, convenience food stores, government social service offices, dance or night clubs, pawn shops, soup kitchens, half-way houses or homeless shelters, taverns, thrift shops or second hand stores, or, except as may be required by Law, in connection with any fund raising companies, political advertising agencies or other politically associated companies;
- P. Other than from within designated restaurants as shown on Exhibit B, the sale or consumption of alcoholic beverage; or
- Q. With respect to any Major, any uses prohibited by such Major's Definitive Documents.

All restaurants within the Mall Store Buildings shall be equipped with exhaust systems and vents that will discharge cooking odors outside the Mall in such a manner that such cooking odors will not be reintroduced into the Mall or any Major's Building through fresh air intake vents; heating, ventilating or air conditioning systems or other openings.

Section 14.03 Non Interference with Permittee Circulation

So as not to interfere with efficient pedestrian traffic flow in the Mall, no selling or retail activity shall be conducted in the Mall other than (a) in non movable kiosk structures located in the Permissible Kiosk Area shown therefor on Exhibit B, (b) from flower and/or vending cart(s), suitable for use in a first class enclosed mall located in the Permissible Kiosk Area shown on Exhibit B; (c) from pushcarts or a built in espresso bar for the sale of coffee; food and beverages; coffee beans; and merchandise but in no event within one hundred fifty (150) feet of the entrance of a Major's Building unless otherwise agreed to by any said Major in its Supplemental Agreement; provided Developer keeps and maintains such area in a good, clean, sanitary condition; and (d) in connection with special events (not of a regular, recurring nature) of any Merchants' Association or Promotional Fund as referred to in Section 23.16 hereof, which events shall not be located within seventy five (75) feet of any Major's Building without the consent of such Major.

So as neither to interfere with the use of the Common Area nor to detract from the appearance of the Retail Center, outdoor selling will not be permitted on the Retail Center Parcel. No fence, structure or other obstruction of any kind, except as may be specifically permitted in this REA or as may be indicated on Exhibit B or except for decorative features, advertising signs, and customer conveniences shall be placed, kept, permitted or maintained upon the Common Areas without the prior written consent of the Parties hereto, which may be granted or withheld in the sole and absolute discretion of each Party, except such of the foregoing as are reasonably necessary or proper for the construction, repair or rebuilding authorized hereunder.

Section 14.04 Signs

No Party or Occupant shall erect any exterior signage, banners, billboards, neon signs or any other signs, displays or advertisements of any type on the exterior of any building on or in the Common Area of the Retail Center, other than in compliance with Exhibit F; provided, however, that each Major may have within such Major's Parcel its standard exterior building identification sign or signage announcing its grand opening, major sales and special events provided such signage is consistent with such Major's typical signage for its store openings, major sales and special events at other stores operated by such Major ("**Signage**"). All Signage on any Party's Parcel shall: (a) conform to this REA, (b) satisfy the criteria for all signs to be installed within the Retail Center Parcel is set forth in Exhibit F, (c) if such Party is a Major, comply with such Major's Definitive Documents, and (d) comply with all Laws. Notwithstanding the foregoing, in no event shall any Signage: (a) protrude into Common Areas by more than twenty-four (24) inches; (b) be located on the Main Street Bridge, or (c) violate the limitations set forth in this Section 14.04 unless otherwise approved in writing by Developer.

Section 14.05 Objectionable Uses

Developer hereby advises each Major that given that CCRI is an Affiliate of the Church, and that the Church's principal headquarters are located immediately to the north of the Church Blocks, CCRI and the Church have a substantial interest in the Retail Center being operated in a manner that is compatible with the Church's religious and moral principles as to uses, appearance and days of operation. To that end, Developer has agreed that no Party shall use, or permit the use of, any part of the Retail Center for any of the following:

1. The sale, distribution, consumption, display, advertisement or promotion of beer, wine or other alcoholic beverages, whether for on-site or off-site consumption; provided, however, that the sale of beer, wine or other alcoholic beverages for on-site consumption shall be permitted by the operators of certain permitted restaurants in the areas from time to time agreed to by CCRI and Developer (and identified to the Majors), so long as: (A) the name of any subtenant leasing such restaurant (and the name under which any restaurant is operated) does not contain the name of any beer, wine or other alcoholic beverage; (B) such subtenant does not display any advertisements for such beer, wine or other alcoholic beverages in areas that are visible from any Common Area or surrounding public streets or sidewalks; (C) such restaurant is not primarily marketed as a drinking establishment; (D) such subtenant has a restaurant liquor license (whether full

service or limited service) issued by the Utah Alcoholic Beverage Control Commission (or any successor governmental agency) permitting the licensed sale of beer, wine and other alcoholic beverages by a restaurant in the following circumstances: (i) the sale of such beverages is incidental to, and in connection with, the sale of food prepared, sold and served at the restaurant for on-site consumption; and (ii) the sale of food for on-site consumption is the predominant business activity at the restaurant; and (E) such subtenant otherwise complies with all valid applicable Laws and zoning requirements;

2. The sale, distribution, consumption, advertisement or display of illegal drugs or any paraphernalia principally and regularly used in the preparation or consumption of illegal drugs;

3. The sale, distribution, use, advertisement or display of tobacco or tobacco products;

4. The sale, distribution, advertisement, display, depiction, exhibition or play of or participation in, or marketing of access to, Offensive Media (as defined below), including Offensive Media pre-installed on or packaged with other merchandise, such as computers, toys and other devices ("Hardware"). "Offensive Media" herein means movies, films, television programs, video games, entertainment software and other entertainment media or content that graphically portray extreme and gratuitous violent conduct or misconduct, sexual exploitation, bigotry, hatred, explicit sexual conduct or pornography in a manner that does not comply with valid applicable Laws as then in effect (applied as if the activity in question were undertaken in a place open to the public and with minors present). This restriction, however, does not apply to Hardware not packaged or pre-installed with Offensive Media, even though it is capable of operating or playing Offensive Media, so long as such Hardware otherwise is sold, distributed, advertised, displayed, depicted and exhibited in a manner that complies with valid applicable Laws as then in effect (applied as if the activity in question were undertaken in a place open to the public and with minors present);

5. The sale, display, or exhibition of goods or services or performances or demonstrations (including goods, services, performances or demonstrations graphically depicting nudity, sexual conduct or violent conduct, whether real or simulated, live or in recorded format) in a manner that would be unlawful under valid applicable Laws as then in effect;

6. Gambling, betting, card playing or the promotion of gambling, including the sale of any lottery tickets;

7. Unless otherwise approved by CCRI and Developer (in their sole discretion), the provision of public internet access (or its technological equivalent) through terminals controlled by an Occupant, or through connectivity provided by such Occupant as a service or amenity to customers or visitors to the Retail Center, on a basis that does not either (i) employ commercially reasonable technology or (ii) procedures (such as monitoring by employees) to block access to sites that are pornographic, depict nudity or sexual conduct, promote or offer gambling, or display or distribute images or

other content that is unlawful under any valid applicable Laws (including local decency laws) as then in effect (in each case applied as if the sites were publicly displayed in a place open to the public and with minors present); or

8. The display, depiction or exhibition in any store window or other area clearly visible from the Common Areas or from areas outside the Retail Center (including the public streets or sidewalks adjacent to the Retail Center) of goods, services or materials that:

(i) feature men's or women's undergarments (provided that the prohibition set forth in this clause (i) shall not apply to (A) a Major's Building or (B) if agreed in writing by both CCRI and Developer (in their sole discretion) with respect to other particular space within the Retail Center, to such other particular space);

(ii) promote violence or illegal or immoral conduct or behavior; or

(iii) contravene applicable Laws (including local decency laws) as then in effect.

ARTICLE 15
TRANSFER OR CONVEYANCE OF PARCELS

Section 15.01 Certain Definitions for This Article

As used in this Article, the following terms shall have the following respective meanings:

A. “**Transfer**” means a conveyance by way of sale, assignment, lease, grant or transfer, including, without limitation, the sale portion of a Sale and Leaseback, but excluding the making of a Mortgage.

B. “**Transferor**” means the seller, assignor, grantor, lessor or transferor in a particular Transfer.

C. “**Transferee**” means the purchaser, assignee, grantee, lessee or transferee in a particular Transfer.

D. “**Affiliate**” means, with respect to any Person, another Person controlled by, or controlling, or under common control with, the Person in question (“**control**” for this purpose means the legal or beneficial ownership of in excess of fifty percent (50%) of the voting interests and voting securities of the Person controlled).

E. “**Mortgage**” means a mortgage, deed of trust or other instrument securing a loan held by an Institutional Lender or a Sale and Leaseback.

F. “**Mortgagee**” means an Institutional Lender which is either (1) the mortgagee under a Mortgage, (2) the trustee and beneficiary under a Mortgage, or (3) the lessor or sublessor following a Sale and Leaseback. The term “**Mortgagee**” shall not refer to any of the foregoing Persons when in possession of the fee or leasehold Parcel of the respective Party.

G. “**Sale and Leaseback**” means a Transfer to an Institutional Lender in which the Transferor, or an Affiliate thereof, acquires as a part of the same transaction a leasehold interest in all or substantially all of the Parcel Transferred. The term “**Sale and Leaseback**” also includes an assignment of lease and subleaseback.

H. “**Institutional Lender**” means each of the following (as of the date when its mortgage is executed and delivered) having commercial loan portfolio assets of at least Two Hundred Fifty Million Dollars (\$250,000,000.00) in 2009 Dollars (meaning, such sum as adjusted from the date of this REA by the CPI Index): (a) a bank (state, federal or foreign), trust company (in its individual or trust capacity), insurance company, credit union, savings bank (state or federal), pension, welfare or retirement fund or system, real estate investment trust (or an umbrella partnership or other entity of which a real estate investment trust is the majority owner), federal or state agency regularly making or guaranteeing mortgage loans, investment bank, subsidiary of a Fortune 500 company (such as AT&T Capital Corporation or General Electric Capital Corporation), real estate mortgage investment conduit, or securitization trust; (b) any issuer of

collateralized mortgage obligations or any similar investment entity (provided that either (i) at least certain interests in such issuer or other entity are publicly traded or (ii) such entity was or is sponsored by an entity that otherwise constitutes an Institutional Lender or has a trustee that is, or is an Affiliate of, any entity that otherwise constitutes an Institutional Lender), or any Person acting for the benefit of or on behalf of such an issuer; or (c) any other Person actively engaged in commercial real estate financing and having total assets (on the date when its Mortgage is executed and delivered, or on the date of such Mortgagee's acquisition of its Mortgage by assignment, but excluding the value of any Mortgage encumbering this REA) of at least \$250,000,000, as adjusted from year to year in accordance with the CPI Index.

Section 15.02 Assignment and Transfer; Release

A. Each Party shall have the right to Transfer its Parcel and its interest in the REA subject to: (i) the terms of this Article 15 and (b) with respect to any Major, the terms of such Major's Definitive Documents. Except as expressly provided for in this Section 15.02, no Transfer by any Party of all or any part of its Parcel shall be deemed to release such Party from any of its obligations hereunder.

B. Except as expressly provided for in this Section 15.02 to the contrary, if any Major shall Transfer all of such Major's rights in its Parcel, such Major shall be released from its liability for the full performance and observance of all of the terms, covenants and conditions on the part of such Major to be observed and performed hereunder arising after such assignment upon the satisfaction of each of the following conditions:

1. If such Transfer occurs during the Operating Covenant Period of such Major set forth in Section 13.01, (a) the Transferee qualified as a Successor Corporation as defined in, and pursuant to the terms and conditions of, the Transferor's Major Sublease, (b) the Transferor shall have satisfied any other condition to Transfer set forth in the Transferor's Definitive Documents, (c) such Transferee shall have delivered to each other Party hereto a duly executed and acknowledged copy, in recordable form, of the instrument by which the Transferee shall have assumed and agreed to be bound by all the terms, covenants and conditions of this REA and the Transferor's Definitive Documents to be performed by the Transferor from and after the date of such Transfer; and (d) at the time the Transferor is to be released of all further liability hereunder, any and all amounts with respect to the Retail Center Parcel which shall then be due and payable by such Transferor to the other Parties hereto shall be paid to such other Parties hereto or adequate provision therefor be made.

2. From and after the expiration or early termination of the Operating Covenant Period of such Major set forth in Section 13.01, (a) the Transferor shall have satisfied any condition to Transfer set forth in Transferor's Definitive Documents, (b) such Transferee shall have delivered to each other Party hereto a duly executed and acknowledged copy, in recordable form, of the instrument by which the Transferee shall have assumed and agreed to be bound by all the terms, covenants and conditions of this REA and the Definitive Documents of the Transferor to be performed by the Transferor

from and after the date of such Transfer; and (c) at the time the Transferor is to be released of all further liability hereunder, any and all amounts with respect to the Retail Center Parcel which shall then be due and payable by such Transferor to the other Parties hereto shall be paid to such other Parties hereto or adequate provision therefor be made

C. Developer may not Transfer all or part of its Parcel, except in connection with (i) a Transfer to CCRI following a default by Developer under the Airspace Lease or (ii) a foreclosure by Developer's Mortgagee or a deed in lieu of foreclosure to Developer's Mortgagee, until such time as all Required Improvements have been completed and Developer has completed the Developer Facilities. Any such permitted Transfer shall not relieve Developer of its obligations hereunder. If, after completion of such Required Improvements, the Developer shall Transfer all of its Parcel, Developer shall be released from all further liability accruing hereunder from and after the date upon which the Transferee shall become liable for the terms, conditions, covenants and agreements in this REA thereafter to be kept, observed and performed by Developer, but only on condition that:

1. a duly executed and acknowledged copy, in recordable form, of the instrument by which the Transferee has assumed the obligations of Developer under and agreed to be bound by all the terms, covenants and conditions of this REA and the Definitive Documents to be observed and performed by Developer from and after the date of such Transfer shall be delivered to the other Parties hereto; and

2. at the time Developer is to be released of all further liability hereunder, any and all amounts with respect to the Retail Center Parcel which shall then be due and payable by Developer to the other Parties hereto shall be paid to such other Parties hereto; and

3. at the time of any such Transfer, Developer has not been notified of any default hereunder which has not theretofore been remedied.

D. In the event the Developer Transfers less than all of its Parcel at any time and from time to time, then all owners of the Developer Parcel shall be jointly and severally liable for the performance of all obligations imposed upon Developer under the terms of the REA with respect to the whole and/or any part of the Developer Parcel.

E. CCRI may Transfer all or any part of the Retail Center Parcel at any time and from time to time subject to the terms of the REA, the Master Declaration of Easements, the Development Agreement and the Definitive Documents.

F. Notwithstanding anything to the contrary herein contained, if any Party shall, from and after the date of execution hereof: (1) Transfer its Parcel in connection with a Sale and Leaseback, and it or its Affiliate shall simultaneously become vested with a leasehold estate or similar possessory interest in its Parcel by virtue of a lease made by the Transferee or (2) grant a Mortgage on its Parcel and it or its Affiliate shall retain its possessory interest in its Parcel, then in none of such events shall the Transferee of the sale portion under such Sale and Leaseback or any subsequent owner of the Parcel in question, or the Mortgagee under any such Mortgage, be deemed to be a Party or to have assumed or be bound to perform any of such Transferor's

obligations hereunder for so long as such Party or its Affiliate shall retain such possessory interest and such obligations shall continue to remain those of such Transferor so long as it or its Affiliate retains such possessory interest and performance by it or its Affiliate of any act required to be performed under this REA by it or fulfillment of any conditions of this REA by it or its Affiliate shall be deemed the performance of such act or the fulfillment of such conditions by such Transferee or Mortgagee, as the case may be, and shall be acceptable to the Parties hereto with the same force and effect as if performed or fulfilled by such Transferee or Mortgagee.

However, at such time as the Transferor or its Affiliate who Transferred or mortgaged such Parcel ceases to retain such possessory interest and subject to Section 13.04C hereof, any such Transferee or Mortgagee shall be deemed to have assumed and agreed to be bound to perform such Transferor's obligations hereunder. Nothing in this Section 15.02E shall be construed as in any way releasing or diminishing the obligations and liabilities of any Party hereto of any obligations hereunder.

G. Subject to this Section 15.02, this REA shall be binding upon and enforceable by the Parties only with respect to rights and obligations accruing during the respective time periods in which each respectively is a Party. Notwithstanding the foregoing, (1) the requirements to construct improvements pursuant to Article 6 and Article 7 shall be and remain the respective personal covenants of the Parties obligated thereunder, and no such Parties shall be released from such obligation upon or by any Transfer by the Party of its interest in its Parcel (such requirements shall additionally be deemed to be covenants running with the land as well as the personal covenants of each such Party, and any Transferee of such Party acquiring a possessory interest in the Retail Center to the extent of such interest shall be responsible along with such Party for the performance of such covenants), and (2) the covenants to operate pursuant to Article 12 and Article 13 are and shall remain the personal covenants of each respective Party obligated thereunder and their successors by means of merger or consolidation, reorganization or sale of stock or assets, and no such Party shall be released from any obligation under such covenants upon or by any Transfer by the signatory of its interest in its respective Parcel; provided, however, that anything contrary in this Section 15.02 notwithstanding:

1. The terms "Nordstrom," and "Macy's" for the purposes of Article 7 and Article 13, shall mean, respectively, Nordstrom, Inc., a Washington corporation; and Macy's West Stores, Inc., an Ohio corporation; or any entity which may, as the result of reorganization, merger, consolidation or sale of stock or assets, succeed to the portion of such Party's assets consisting of, as to Nordstrom, substantially all of the then existing department stores of at least one hundred thousand (100,000) square feet owned and/or operated by Nordstrom in the Nordstrom Operating Area; as to Macy's, the majority of its then existing department stores of at least one hundred thousand (100,000) square feet owned and/or operated by Macy's West Stores, Inc. in the Macy's Operating Area; and in such event, Nordstrom or Macy's, as the case may be, shall be released from all obligations of Nordstrom or Macy's, as the case may be, under this REA to be performed on or after the effective date of such Transfer if such Transferee by written instrument in recordable form expressly assumes all of the obligations of Nordstrom, or Macy's, as the case may be, hereunder to be performed on or after the date of such Transfer, including the obligation to operate set forth in Section 13.01 and such Transferee is financially

capable of performing such obligations (as hereinafter provided). For purposes hereof, a Person whose net worth is in excess of One Hundred Million Dollars (\$100,000,000.00) shall be deemed financially capable of performing the obligations of a Major.

2. In the case of Developer, upon the transfer of all of the rights of the Developer in the Developer Parcel and the delivery to the other Parties hereto of a duly executed and acknowledged copy of the instrument by which the Transferee shall have become liable for and expressly assumed the obligations of the Developer hereunder, the Transferor shall be released from the operating covenant of the Developer under Article 12, said operating covenant shall become personal to the Transferee of Developer Parcel, and said Transferee thereafter shall constitute the Developer for purposes of this REA, but Developer shall not be released from any of its obligations under this REA that were to have been performed prior to the effective date of such Transfer.

H. Except as provided in Section 15.02D, if there is a Transfer of a portion of a Party's fee or leasehold interest in its Parcel other than pursuant to a Mortgage so that all interests in such Parcel are not owned in their entirety by a single Person, then the Person who was the Party prior to the Transfer shall remain as the only Party for the purposes of this REA, unless and until it delivers a written notice to each of the other Parties to this REA designating one of the Persons having an interest in the Parcel to act as the Party on behalf of all of the Persons having an interest in the parcel, and such designated Person has accepted the designation as the Party.

Each of the Parties to this REA agree that, at any particular time, each shall have, with respect to each of the Parcels, only one Person (i) to whom any charges under this REA must be paid, (ii) to whom notice shall be given, (iii) whose notices shall be honored or complied with, (iv) from or to whom approvals or consents will be requested or granted or refused, (v) on whom the service of any process, writs, summons, order or demand need be made by another Party on behalf of multiple owners of a Parcel. Any such action taken by any other Party, in reliance on, with, for or against any Person who is acting as the Party with respect to any particular Parcel shall be binding upon, inure to the benefit of and legally sufficient in favor of and against all Persons having an interest in the particular Parcel, shall be binding upon such Parcel and shall inure to the benefit of the other Parties and their respective Parcels.

Whenever there is a multiple ownership of the interest in any such Parcel, each of the other Parties shall have the right to continue to deal with the Person acting as the Party and to rely upon all actions by such Person until the other Parties to this REA receive notice from such Party that a new Person has been designated to act as the Party with respect to the particular Parcel together with the acceptance of the designation by the designee. Nothing contained in this Section 15.02H shall in any manner release any Person having an interest in any Parcel from any liability it would otherwise have under the terms of this REA.

Section 15.03 Notice to Mortgagee

Each Party serving a notice of default or any other notice of an event or act which, if taken or not taken, may become a default (any of the foregoing hereinafter referred to as a "*notice of default*") under this REA or, if any Party is a Major, such Major's Definitive

Documents, shall send a copy of such notice to any Mortgagee on the Parcel and/or improvements of the Party so served, provided such Mortgagee shall have sent the Party serving the notice of default a notice informing it of the existence of such Mortgage or Sale and Leaseback and the name of the person or officer and the address to which copies of such notices of default are to be sent. Such Mortgagee or Sale and Leaseback lessor, if it is an Institutional Lender, shall be permitted to cure any such default not later than sixty (60) days after a copy of the notice of default shall have been sent to such Mortgagee; provided, that in the case of a default which cannot with diligence be remedied within such period of sixty (60) days, if such Mortgagee has commenced within the sixty (60) days and is proceeding with diligence on a continuous basis to remedy such default, then such Mortgagee shall have such additional period as may be reasonably necessary to remedy such default with diligence and continuity; provided, however, that as to any default by Developer under Article 10 or Section 12.01, the time period provided in Sections 10.02 and 13.02 shall be applicable and such time period shall not be deemed extended pursuant to this Section. The mere institution by the Mortgagee of a foreclosure proceeding shall not, in and of itself, be deemed proceeding with diligence and continuity, it being understood that any such Mortgagee shall be obligated to vigorously pursue any such foreclosure and the curing of such default. The Mortgagee shall advise each Major when it has commenced to cure such default as to what actions, if any, it shall elect to take in order to remedy any such default, which notice shall be without obligation on the part of the Mortgagee to perform, failing of which, however, any Party hereto shall have the right to proceed to enforce the terms and the conditions of this REA. The rights granted to the Mortgagee pursuant to this Section 15.03 shall not affect or limit a Major's rights set forth in Article 13. In the case of an emergency the above required notice shall not be required but such notice shall be given as may be reasonably practicable under the circumstances. Any notice required to be given under this Section 15.03 shall be deemed given if given in accordance with Article 20 of this REA. Failure to give any notice required hereunder shall not be deemed to be a default under this REA. However, the rights of the Party supposed to receive such notice shall not be waived or adversely affected by such failure.

**ARTICLE 16
INSURANCE**

Section 16.01 Duty to Carry Property Insurance - Release and Waiver of Subrogation

For the period each Party is obligated to restore as provided in Sections 9.02 or 9.03A1 hereof (as the case may be), or such later date as is provided in any such Party's Definitive Documents, each such Party shall carry (or cause to be carried) policies of "ISO Special Form" (or its equivalent) casualty insurance on its Buildings and other improvements on its Parcel, including such as may be located in the Common Area. Any Party performing any construction during the term of the REA, shall maintain or cause its contractor(s) to maintain during any such construction policies of insurance containing the coverage herein specified, as well as Special Form (or its equivalent) Builders Insurance covering the construction and improvements being undertaken by any such Party, in an amount not less than the full replacement cost of said construction and improvements. Insurance obligations with regard to the Parking Facilities are the obligation of CCRI and are as set forth in the Parking Agreement.

No Party shall be liable to any other Party, or to any insurance company insuring the other Party, for any loss or damage to any Building or other improvements which was or could have been covered by the Special Form (or its equivalent) property insurance required pursuant to this Section 16.01 even though such loss or damage might have been occasioned by the act or failure to act or by the negligence of such Party, its agents or employees, and each Party hereby releases all of its rights to recover from each other Party for such loss or damage. Without in any manner limiting or conditioning the effectiveness of the foregoing waiver and release, each Party covenants that it will obtain for the benefit of each other Party a waiver of any right the insurer of such Party may acquire against any other Party or Parties by virtue of the payment of any such loss covered by such insurance.

Section 16.02 General Requirements for Property Insurance Policies

All policies carried under Section 16.01:

A. Shall be carried with financially responsible insurance companies ("A-; VIII" or better, based on the latest rating publication of Property and Casualty Insurers by A. M. Best Company (or its equivalent if such publication ceases to be published)), and such insurance company shall be lawfully doing business within the State of Utah;

B. Shall be in an amount equal to the full replacement cost of the Buildings and other improvements being insured and, in any event, in at least such an amount as shall prevent the Party from becoming a co insurer under the terms of applicable policies, with a deductible not to exceed Five Hundred Thousand Dollars (\$500,000.00) as to any Major not qualified as a self insurer as provided in Section 16.08 hereof and in an amount not to exceed Two Hundred Fifty Thousand Dollars (\$250,000.00) as to Developer; and

C. Shall insure against loss or damage from causes that are from time to time included as covered risks under standard insurance industry practices within the classification of Special Form coverage, including fire and extended coverage and

earthquake, windstorm, flood, sewer backup, and roof collapse coverage in the State of Utah.

Section 16.03 Use of Policy Proceeds

Proceeds of insurance under policies covered under Section 16.01 paid to a Party by reason of damage to or destruction of its Buildings and other improvements on its Parcel shall be used by such Party to restore such damaged or destroyed Buildings and other improvements on its Parcel, to the extent required under Article 9 hereof.

Any loss covered by insurance required pursuant to Section 16.01 hereof shall be adjusted with the insured, and if the loss is in excess of Five Hundred Thousand Dollars (\$500,000.00) and the insured or its Affiliate which obtains and/or provides the insurance required hereunder is not qualified to self insure under Section 16.08 hereof, the insurance proceeds shall be deposited in a bank or trust company reasonably satisfactory to each of the Parties hereto (or with the Institutional Lender of such Party's Parcel or the Buildings and other improvements thereon as hereinafter provided) to be held in trust and disbursed as the work of rebuilding, reconstruction and repair shall progress in amounts designated by an architect's certification showing the application of said amounts as payment for such repairs, rebuilding and reconstruction. The insured shall pay to the trustee all reasonable fees for its services. Any excess of monies received from insurance remaining with the trustee or Institutional Lender after the reconstruction or repair of such Building or Buildings or other improvements, if there be no default on the part of the insured in the performance of the insured's obligation to rebuild or in the mortgage or note secured by such Party's Building or Buildings, shall be paid to the insured or its Mortgagee.

If the loss does not exceed Five Hundred Thousand Dollars (\$500,000.00) or the insured or its Affiliate which obtains and/or provides the insurance required hereunder is qualified to self insure under Section 16.08 hereof, the insurance proceeds shall be paid directly to the insured and applied in satisfaction of its obligations hereunder.

Such policies may be made payable to the holder of a first Mortgage which is a lien upon the interest of the insured in the Parcel or the Buildings and improvements located thereon under a standard mortgagee clause, provided such Mortgagee agrees that it will, in the event of loss, apply the proceeds in accordance with the provisions of this REA and each Major's Definitive Documents.

Section 16.04 Duty to Carry Liability Insurance

Each Party shall carry (or cause to be carried) with financially responsible insurance companies rated of "A-; VII" or better, based on the latest rating publication of Property and Casualty Insurers by A. M. Best Company (or its equivalent if such publication ceases to be published), and such insurance company shall be lawfully doing business within the State of Utah, commercial general liability insurance covering its legal liability in connection with claims for bodily injury, including death, contractual liability, property damage and personal injury written on an occurrence basis incurred upon or about its Parcel or arising out of its operation at the Retail Center, including, in the case of Developer, the Mall and all other Common Areas in

the Retail Center, whether on Developer's Parcel or another Party's Parcel. Such insurance shall have limits of Ten Million Dollars (\$10,000,000.00) per occurrence. Each such policy of insurance shall name each other Party as an additional insured.

In addition, each Party shall maintain as to its Parcel and the Buildings and improvements located thereon and shall require its contractors performing work to maintain the following:

A. Workers' Compensation with statutory benefits and Employer's Liability Insurance (or its equivalent) with limits of liability of not less than One Million Dollars (\$1,000,000.00).

B. As to Developer, so long as Developer is maintaining the Common Areas on the Retail Center Parcel, or any other Party that elects to maintain its Common Area, automobile (motor vehicle) liability insurance with coverage for all owned, non-owned and leased vehicles, with combined single limits of not less than Five Million Dollars (\$5,000,000.00) for bodily injury and/or property damage.

Section 16.05 Construction Insurance

Before any Party commences (and at all times during) any construction on the Retail Center Parcel, in addition to the other insurance this REA requires, such Party shall at its expense procure and maintain, or cause to be procured and maintained, the following insurance coverage (by separate policy or endorsement(s) to other policies), all in compliance with the general requirements of this REA regarding insurance:

A. Builder's Risk Insurance. "All risk builder's risk insurance" on a completed value (nonreporting) basis, in an amount sufficient to prevent coinsurance, but in any event not less than 100% of replacement value including cost of debris removal but excluding foundation and excavations, naming Developer, CCRI, Property Reserve, Inc., Corporation of the Presiding Bishop of the Church of Jesus Christ of Latter-day Saints, and Corporation of the President of the Church of Jesus Christ of Latter-day Saints, as "additional insureds." Such insurance shall also: (A) contain a waiver of subrogation against subcontractors; (B) state that "permission is granted to complete and occupy"; (C) cover, for replacement value, all materials and equipment on or about any offsite storage location intended for use for such Party's Building; and (D) provide for a deductible not exceeding Two Hundred Fifty Thousand Dollars (\$250,000.00);

B. Liability Insurance. Contractor's comprehensive general and automobile liability insurance for not less than Ten Million Dollars (\$10,000,000.00) per occurrence, including premises-operations liability, contractor's protective liability for all subcontractors' operations, completed operations, contractual liability (referring to the indemnity provisions of the applicable construction contract(s)), and automobile liability (owned and non-owned), and for any foundation, excavation or demolition work, an endorsement that such operations are covered and that the "XCU Exclusions" have been deleted, which insurance may be in the form of a single limit policy or policies; and

C. Workers' Compensation Insurance. Workers' compensation and disability benefits insurance and employers' liability insurance covering all Persons employed for such construction.

The foregoing insurance requirements and those in Section 16.07 below may be satisfied by coverages carried by a Party or its general contractor or subcontractors. If the coverage is carried by a Party or its general contractor, these requirements shall not apply to subcontractors and suppliers, who may have less stringent insurance coverages.

Section 16.06 Indemnification By Parties

Each Major respectively agrees to defend, indemnify and save Developer, CCRI, and each other Major and the respective agents, contractors, Occupants and Permittees of Developer, CCRI and each other Major harmless against and from all claims, loss, damages, causes of action, costs and expenses, including reasonable attorneys' fees, related to: (a) personal injury, bodily injury or death of persons or destruction of or damage to property resulting from or arising out of or in any manner connected with such Major's construction during the course, of such Major's construction work pursuant to this REA or any of such Major's Definitive Documents, or (b) as a result of personal injury, bodily injury or death of persons or destruction of or damage to property howsoever caused as shall occur within its respective Building. If a Major shall be obligated for the maintenance of the Common Area on its Parcel as provided in Article 10 hereof or any other area as provided in its respective Major Definitive Documents, then such Major's indemnification above shall extend to any personal injury, bodily injury, or death of persons or destruction of or damage to property occurring on its Parcel during such period that it so maintains such Common Area that arises out of such Major's breach of its maintenance obligations. Developer agrees to defend, indemnify and save each Major and its respective agents, contractors, Occupants and Permittees harmless against and from all claims, loss, damages, causes of action, costs and expenses, including reasonable attorneys' fees, related to personal injury, bodily injury, death of persons or destruction of or damage to property anywhere in the Retail Center (with the exception of within the Buildings of Majors) resulting from or arising out of or in any manner connected with (a) the Mall, (b) Floor Area on the Developer Parcel, (c) those portions of the Common Area of the Retail Center Parcel (including claims that any portion of the Common Area does not comply with the requirements of any applicable law) if and for so long as Developer is obligated to maintain or cause to be maintained those portions in accordance with Articles 9 or 10 hereof or in accordance with the terms of a Supplemental Agreement between Developer and a Major, or (d) as a result of or in connection with Developer's construction activities at the Retail Center. There shall be (a) included in such indemnity the results of the negligent or willful acts or omissions of the respective indemnitor or its employees or agents no matter where in the Retail Center Parcel done or omitted to be done, except as otherwise specifically provided in (b) below; and (b) excluded from each such indemnity the result of the negligent or willful acts or omission of the Party otherwise indemnified or employees or agents of the indemnified party no matter where in the Retail Center Parcel done or omitted to be done; provided, however, notwithstanding the foregoing inclusions and exclusions to the contrary, such inclusions or exclusions shall be null and void and of no effect as fully as though same were entirely omitted from this REA to the extent that such are inconsistent with and/or would achieve or cause a result contrary to the provisions

regarding the release and waiver of subrogation set forth in Section 16.01 hereof. The indemnitee shall give the indemnitor notice of any suit or proceeding entitling the indemnitee to indemnification pursuant to this Section 16.06 hereof and the indemnitor shall protect, defend and hold the indemnitee harmless in any said suit or proceeding.

Section 16.07 Contractual Liability Insurance

Each Party shall maintain contractual liability insurance insuring its obligations set forth in Section 16.06, with the same limits as provided in Section 16.04 for the commercial general liability insurance policy, which policy may be endorsed to include the contractual liability insurance coverage to satisfy this requirement.

Section 16.08 Self Insurance; "Blanket Policies"

As long as any Party (including an Affiliate of said Party under this REA which obtains and/or provides the insurance required hereunder provided such Affiliate furnishes a Certificate of Insurance (or its equivalent) which provides to the Party receiving it the equivalent assurance as a Certificate of Insurance issued by a licensed commercial insurer which reflects that the Party is included in such Affiliate's self insurance program) has a net worth of at least Two Hundred Million Dollars (\$200,000,000.00), exclusive of its interest in and to its Parcel, according to either (a) its published certified financial statement for the most recent full year or (b) its "balance sheet per books" on its most recently filed federal income tax return, as certified by an officer of such Party or its Affiliate, such Party may elect to carry any insurance required to be carried under this Article 16, in whole or in part, under any plan of self insurance or under a "loss limit" policy.

Any Party may carry any insurance required to be maintained under this Article 16 under a "blanket policy" covering other property of such Party or of its Affiliate which obtains and/or provides the insurance required hereunder so long as there is specifically allocated under such "blanket policy" an amount sufficient to meet the requirements of this Article 16.

Section 16.09 Certificate of Insurance

Each Party shall, on the request of another Party, promptly furnish the requesting Party a certificate evidencing the former Party's compliance with the insurance coverage requirements of this Article or a statement that such Party is a self insurer. Each certificate of insurance shall stipulate therein that the insurance evidenced thereby shall not be materially reduced, cancelled or not renewed unless thirty (30) days' prior written notice shall have been given by the insurer to all other Parties. No Party shall be required during any given one (1) year period to honor more than one such request from another Party.

Section 16.10 Adjustment of Insurance Coverage

The minimum insurance coverage amounts and other dollar amounts set forth above in Sections 16.03, 16.04 and 16.05 hereof and the net worth requirement in Section 16.08 hereof shall be subject to adjustment on the fifth (5th) anniversary of the Center Opening Date and on each subsequent fifth (5th) anniversary during the term of this REA in order to reflect the fact

that said amounts are based on the value of the U. S. Dollar in the year in which the Center Opening Date occurs (the "*base year*"). Accordingly, such dollar amounts shall be adjusted by the percentage increase or decrease from the base year in the Consumer Price Index for Urban Wage Earners and Clerical Workers published by the Bureau of Labor Statistics of the United States Department of Labor, U. S. City Average (1984=100) (the "*Price Index*") or any successor or substitute index appropriately adjusted. The percentage increase or decrease thus determined shall be applied to the stated dollar amount to be adjusted. In the event such Price Index (or successor or substitute index) is not available, a reliable governmental or other non partisan publication evaluating the information theretofore used in determining the Price Index shall be used.

**ARTICLE 17
CONDEMNATION**

Section 17.01 “Condemnation” and “Condemnation Date” Defined

“*Condemnation*” is defined in Article 1 hereof. “*Condemnation Date*” means the date when possession of the condemned Parcel (or any part thereof) is taken by or given to the condemning authority.

Section 17.02 Condemnation of a Building

A. If any part of the Building of a Major or the Mall or Mall Store Buildings shall be taken by Condemnation when more than three (3) years remain on the Operating Covenant Period of the Party whose Building(s) was so taken, then, except as hereinafter provided in this Section, the Party whose Building(s) was so taken in Condemnation shall proceed to restore or replace the same so as to constitute a complete architectural unit. In the event a Party is obligated or elects to restore or replace the Building(s) so taken in Condemnation, such restoration or rebuilding shall be done in accordance with the provisions set forth in Article 4 and Article 5 of this REA, and shall be completed within twenty four (24) months of the Condemnation Date; provided, however, nothing herein shall require a Party to replace or restore a Building so as to contain more Floor Area than would be required in the event of a restoration at that time pursuant to Article 9 hereof.

B. If as a result of a Condemnation either (i) less than fifteen percent (15%) of a Major's Building shall be taken and in the good faith judgment of said Major reasonably exercised it shall not be economically and/or physically feasible to restore or replace the same to a complete architectural unit capable of being used for the use then being made immediately prior to the Condemnation and having access to the Mall or (ii) fifteen percent (15%) or more of a Major's Building shall be taken, then, and in either such events, said Major shall so notify the other Parties hereto within one hundred twenty (120) days after the Condemnation Date and shall have the right and option but not the obligation to terminate its obligations under its Lease and to thereupon be released from any further obligations hereunder.

C. If as a result of a Condemnation (i) all or a substantial portion of the Mall Store Buildings shall be taken and in the good faith judgment of Developer reasonably exercised it shall not be physically and/or economically feasible to restore the Mall Store Buildings to a complete two level architectural unit containing not less than eighty five percent (85%) of the Floor Area which such Mall Store Buildings contained before such Condemnation on at least two (2) levels, or (ii) all or any portion of the Mall shall be taken and it shall not be economically and/or physically feasible to restore or replace the same to a complete architectural unit connecting the Buildings of all Majors then operating their Buildings as department stores, then, and in either case, Developer shall so notify the other Parties hereto of such fact(s) within one hundred twenty (120) days after the Condemnation Date. In the event Developer so notifies the other Parties within said one hundred twenty (120) day period, any Party hereto shall have the right and option, but not the obligation, to terminate its Major Sublease as therein provided and to thereafter be relieved of any further obligation under this REA, in the case of Developer, by specifying in such notice that it has elected so to terminate its rights under the Retail Center

Airspace Lease, and in the case of a Major (whether or not Developer has not so elected to terminate), by serving notice of such election on the other Parties within ninety (90) days after Developer shall have served such notice upon the Majors.

D. If as a result of a Condemnation (i) all or a substantial portion of the Mall Store Buildings on Block 75 or Block 76 shall be taken and in the good faith judgment of Developer reasonably exercised it shall not be physically and/or economically feasible to restore the Mall Store Buildings on such Block to a complete two level architectural unit containing not less than seventy-five percent (75%) of the Floor Area which such Mall Store Buildings contained on such Block before such Condemnation on at least two (2) levels, or (ii) all or any portion of the Mall Block 75 or Block 76 shall be taken and it shall not be economically and/or physically feasible to restore or replace the same to a complete architectural unit connecting the Mall Store Buildings on such Block to the Major's Building on such Block then operating as a department store, then, and in either case, Developer shall so notify the other Parties hereto of such fact(s) within one hundred twenty (120) days after the Condemnation Date. In the event Developer so notifies the other Parties within said one hundred twenty (120) days period, Developer or any Major whose Building is on such Block shall have the right and option, but not the obligation, to terminate its Major Sublease as therein provided and to thereafter be relieved of any further obligation under this REA, in the case of Developer, by specifying in such notice that it has elected so to terminate its rights under the Retail Center Airspace Lease, and in the case of a Major (whether or not Developer has not so elected to terminate), by serving notice of such election on the other Parties within ninety (90) days after Developer shall have served such notice upon the Majors.

E. If any Party shall have the right and option to terminate its leasehold interest as aforesaid from the operation and effect of this REA, and shall exercise its option as provided herein, such exclusion shall take effect automatically thirty (30) days following the giving of such notice of exercise of such option.

F. If all or any part of a Party's Building after the time any such Party is obligated to operate as provided in Section 12.1 as to Developer and in Section 13.1 as to the Majors, is taken by Condemnation so as to render the remaining portion thereof unfit for any purpose subject to the provisions of Section 14.2, such Party shall have the obligation to demolish and clear its Parcel of any such Building in the manner provided in Section 9.5. In such event, the area not taken by Condemnation so cleared shall be left in a clean, safe and attractive condition at such Party's expense.

Section 17.03 Condemnation of Parking

In the event a portion of the Parking Facilities operated in accordance with the terms of the Parking Agreement shall be taken by Condemnation so that thereafter more than ten percent (10%) of the parking spaces within that portion of the Retail Zone Parking as so designated pursuant to the Parking Agreement within the Block that the Major's Building is located on prior to such Condemnation is taken or if ten percent (10%) of the parking spaces within the Parking Facilities as a whole is taken, then such Major shall have the right, upon thirty (30) days notice to all Parties hereto, to terminate its leasehold interest and be released from the operation and effect of this REA.

Section 17.04 Award

In the event a Parcel or any part thereof is taken by Condemnation, each Party waives, in favor of the Party whose Parcel or any part thereof is taken by Condemnation, any value of the condemnation award attributable to any easements a Party holds in the Parcel of such other Party; and no part of such award shall be payable to the holder of the dominant tenement by virtue of such easement. However, a waiver under this Section shall not preclude the holder of any interest in another Parcel and each Party as to the easements it has in other Parties' Parcels as granted under this REA (or under any Party's Supplemental Agreement with the Developer as to an easement on Developer's Parcel) from claiming and collecting from the condemnor the severance and consequential damages to its own Parcel resulting from the taking of the condemned portion of the other Parcel so long as the award to the Party whose Parcel is taken is not reduced thereby.

If this REA shall not have been terminated or if the Party whose Parcel was taken shall not have terminated its leasehold interest as in this Article 17 provided, then the entire award payable to such Party shall be applied first, before being devoted to any other purpose, to restoration to the extent required, if any, by this Article 17. In the event a Party elects to terminate, so much of the award as necessary shall be applied to the work obligated of each Party as provided in Section 17.02D.

Except with respect to an award to a Party who would not be required to so deposit funds in accordance with said Section 16.03, in the event of an award to any Party in excess of Two Hundred Fifty Thousand Dollars (\$250,000.00), the proceeds thereof shall be deposited in a bank or trust company reasonably satisfactory to each of the Parties hereto or with the institutional First Mortgagee of such Party's Parcel in the same manner provided in Section 16.03 but subject to the terms of this Section 17.04 and shall be held and readvanced in accordance with the procedure set forth in Section 16.03.

Section 17.05 Effect of Termination

If any Party shall terminate its leasehold interest as to its Parcel from the operation and effect of this REA pursuant to the provisions of this Article 17, then and in such event from and after the date of such termination, the provisions of this REA (other than the provisions of Articles 2 and 10 hereof and Sections 14.02 and 17.02D hereof which specifically survive such exclusion) shall cease to apply to such Party and its Parcel, and the Party whose leasehold interest as to its Parcel was so terminated shall be released from all liability accruing hereunder after such termination.

If Developer or any two (2) of the Majors shall terminate their leasehold interests as to their Parcels from the operation and effect of this REA pursuant to the provisions of this Article 17, this REA shall automatically terminate on the date of termination of the leasehold interest in the Parcel of Developer or the Parcel of the Major which is second to terminate.

Section 17.06 Instrument Evidencing Termination

Upon the request of a Party, all Parties shall sign and exchange an instrument in recordable form evidencing the termination of a Party's leasehold interest as to its Parcel or termination of this REA as the case may be, pursuant to Article 14 or this Article 17.

Section 17.07 No Instigation of Condemnation

Unless a Party has received the prior written consent of the other Parties hereto, including CCRI, no Party shall directly or indirectly seek, commence, instigate, recommend or take any other action which would result in initiation of proceedings by Governmental Authorities for consideration of Condemnation of all or any of the Retail Center Parcel or the Parking Facilities.

**ARTICLE 18
REAL ESTATE TAXES**

Section 18.01 Payment of Taxes

Each Party shall pay (or cause to be paid) before delinquency all real estate taxes and assessments (herein collectively called "*Taxes*") levied on its Parcel and the Buildings and other improvements situated thereon.

Section 18.02 Contesting Taxes

Each Party may, at its own cost, by appropriate proceedings contest the validity, applicability and/or the amount of any Taxes. Upon the institution of such a contest, each Party shall make an effort to notify the other Parties and will make an effort to notify the other Parties as to the ultimate result thereof. Nothing in this Article requires a Party to pay any Taxes so long as it contests the validity, applicability or the amount thereof in good faith or otherwise does not allow the affected Parcel to be forfeited as a result of its non payment. The notices given pursuant to this Section 18.02 shall be for information purposes only and failure to give any such notice shall not be deemed a default hereunder.

ARTICLE 19
EXCUSES FOR NON PERFORMANCE

Notwithstanding anything contained in this REA, each Party shall be excused from performing any obligation under this REA, and any delay in the performance of any obligation under this REA shall be excused while and so long as the performance of the obligation is prevented or delayed or to the extent otherwise hindered by any of the following events (collectively, "*Force Majeure*") acts of God, fire, earthquake, floods, explosion, actions of the elements, war, riots, mob violence, inability to procure or a general shortage of labor, equipment, facilities, materials or supplies in the open market, failure of transportation, strikes, lockouts, actions of labor unions, condemnation, court orders, laws, regulations or orders of governmental or military authorities or any other cause, whether similar or dissimilar to the foregoing, not within the control of such Party (other than lack of or inability to procure funds or financing to fulfill its commitments and obligations under this REA).

**ARTICLE 20
NOTICES AND APPROVALS**

Each notice, demand, request, consent, approval, disapproval, designation or other communication, other than those called for under Article 3, Article 4, or Article 5 (all of the foregoing are herein referred to as a “*notice*”), that a Party is required or desires to give or make or communicate to any other Party shall be in writing and shall be deemed to have been given or made when mailed by certified or registered United States Mail, postage prepaid, return receipt requested, or sent by reputable overnight courier, addressed in the case of Developer to:

City Creek Center Associates LLC
c/o The Taubman Company
200 East Long Lake Road, Suite 200
Bloomfield Hills, Michigan 48304
Attention: President

with a copy to:

The Taubman Company
200 East Long Lake Road, Suite 300
Bloomfield Hills, Michigan 48304
Attention: Chris B. Heaphy, Esquire

and a copy to:

Richard J. Burstein, Esquire
Honigman Miller Schwartz and Cohn LLP
38500 Woodward Avenue, Suite 100
Bloomfield Hills, Michigan 48304-5048

and a copy to CCRI, as provided below.

and addressed in the case of Nordstrom, to:

Nordstrom, Inc.
1700 Seventh Avenue, Suite 1000
Seattle, WA 98101
Attention: Real Estate Notices

and addressed in the case of Macy’s to:

Macy’s West Stores, Inc.
7 West Seventh Street
Cincinnati, OH 45202
Attention: Real Estate Department

with a copy to:

Macy's West Stores, Inc.
151 West 34th Street
New York, NY 10001
Attention: Vice President-Stores

and addressed in the case of CCRI to:

City Creek Reserve, Inc.
c/o Property Reserve, Inc.
Joseph Smith Memorial Building
15 East South Temple, Room 800
Salt Lake City, UT 84150-4650
Attention: President

with a copy to:

Office of General Counsel
The Church of Jesus Christ of Latter Day Saints
50 East North Temple Street
Salt Lake City, UT 84150-0500
Attention: Associate General Counsel – Domestic

subject to the right of a Party from time to time to designate a different address by notice similarly given, such different address being effective under this Section from and after the day of receipt of notice thereof by any other Party.

In the event any Party is a partnership or is composed of more than one Person, then such Party shall designate one Person for purposes of service of process and receipt of notices.

Developer shall, by notice to the Parties, designate an agent in the State of Utah for purpose of service of process. In the event Developer does not specifically designate a person for service of process, any other Party shall have the right to designate CT Corporation System or any successor thereto on behalf of Developer for purpose of service of process in the State of Utah and shall have the right to use the last designated address of Developer for these purposes.

**ARTICLE 21
AMENDMENT**

This REA may be amended, modified or terminated by the Parties without the consent or approval of any other Person(s) (including Permittees of the Parties); provided, any amendment or modification of the REA made without the consent of the holder of a first Mortgage of a Party's leasehold interest in its Parcel or the Buildings and improvements located thereon or a Sale and Leaseback lessor or sublessor ("**First Mortgagee**") shall not be binding upon such First Mortgagee without such First Mortgagee's consent, which consent shall neither be unreasonably withheld or delayed. This REA also may not be amended without the consent of CCRI. Any such amendment, modification or termination, in order to be effective, shall be made by written instrument executed by the Parties to such agreement.

No Definitive Document shall be binding upon any other Major or derogate from or diminish the obligations of the Parties to such Definitive Document to the other Major to this REA. No default under any Definitive Document shall be deemed a default under this REA (except as between the Parties to such Definitive Document) nor shall any such default be deemed an excuse for a Major not performing or defaulting in its performance of any of its obligations to the other Parties under this REA. Any amendment, modification or termination of any Definitive Document, in order to be effective, shall be made by written instrument, executed by the parties to such agreement. The terms of any Definitive Document shall be binding upon the First Mortgagee, but any amendment of a Definitive Document shall not be binding upon any First Mortgagee without its consent thereto, which consent shall not be unreasonably withheld or delayed.

ARTICLE 22
TERM OF AGREEMENT

This REA and the obligations hereunder shall remain binding from the date hereof and shall continue until December 31, 2070.

Any termination of this REA or any withdrawal by a Party of its Parcel from this REA shall have no effect on such Party's indemnification obligations hereunder with respect to events occurring prior to such termination or withdrawal, which shall, in all events, survive.

**ARTICLE 23
MISCELLANEOUS**

Section 23.01 Table of Contents and Captions Exhibits

The table of contents and captions of this REA are inserted only as a matter of convenience and for reference. They do not define, limit or describe the scope or intent of this REA and they shall not affect the interpretation hereof. All Exhibits attached hereto which are specifically mentioned in this REA are hereby made a part hereof.

Section 23.02 Locative Adverbs; Terms

The locative adverbs, "herein", "hereunder", "hereto", "hereby", "hereinafter", and like words, wherever the same appear herein, mean and refer to this REA in its entirety and not to any specific Article, Section or Subsection hereof, unless expressly otherwise provided. When used herein, the term, "including" shall mean "including without limitation."

Section 23.03 REA for Exclusive Benefit of Parties

The provisions of this REA (including the operating covenants) are for the exclusive benefit of the Parties hereto and not for the benefit of any other Person, nor shall this REA be deemed to have conferred any rights, express or implied, upon any third person. Nothing herein shall be construed to create any rights in or for the benefit of any space lessee of any part of the Retail Center Parcel.

Section 23.04 Waiver of Default

A waiver of any default by a Party must be in writing and no such waiver shall be implied from any omission by a Party to take any action in respect of such default. No express written waiver of any default shall affect any default or cover any period of time other than the default and period of time specified in such express waiver. One or more written waivers of any default in the performance of any provision of this REA shall not be deemed to be a waiver of any subsequent default in the performance of the same provision or any other term or provision contained herein. The consent or approval by a Party to or of any act or request by another Party requiring consent or approval shall not be deemed to waive or render unnecessary the consent or approval to or of any subsequent similar acts or requests. Unless expressly herein provided to the contrary, the rights and remedies given to a Party by this REA shall be deemed to be cumulative and no one of such rights and remedies shall be exclusive of any of the others, or of any other right or remedy at law or in equity which a Party might otherwise have by virtue of a default under this REA, and the exercise of one such right or remedy by a Party shall not impair such Party's standing to exercise any other right or remedy.

Section 23.05 Payment on Default

If under this REA a Party is compelled or elects to pay any sum of money or do any acts that require the payment of money by reason of another Party's failure or inability to perform any of the provisions of this REA to be performed by such other Party, the defaulting Party shall

promptly, upon demand, reimburse the paying Party for such sums. All such sums shall bear interest at the rate of one percent (1%) per annum over the then existing prime rate of interest from time to time published in the *Wall Street Journal* (but in no event exceeding the applicable maximum rate per annum permitted by Utah law) from the date of expenditure until the date of such reimbursement. The prime rate shall be the rate published by the *Wall Street Journal* as the prime rate from time to time. A determination of interest rate in effect as aforesaid shall be made on the date of expenditure and on the last business day of each month thereafter and shall remain in effect until the effective date of the next determination.

If such payment shall not be made within ten (10) days after such demand is made, the paying Party shall have the right to deduct the amount thereof, together with interest as aforesaid, from any sums then due or thereafter becoming due from it to the defaulting Party under this REA or any Definitive Document entered into between said Parties, regardless of who may have an interest in the Parcel of the defaulting Party at the time such deduction(s) is/are made.

Section 23.06 Opportunity to Cure Defaults

Each Party serving a notice of default or any other notice of an event or act which, if taken or not taken, may become a default (any of the foregoing hereinafter referred to as a "*notice of default*") under this REA or any Definitive Document shall send a copy of such notice to CCRI. CCRI shall be permitted to cure any such default not later than sixty (60) days after a copy of the notice of default shall have been sent to CCRI; provided, that in the case of a default which cannot with diligence be remedied within such period of sixty (60) days, if CCRI has commenced within the sixty (60) days and is proceeding with diligence on a continuous basis to remedy such default, then CCRI shall have such additional period as may be reasonably necessary to remedy such default with diligence and continuity; provided, however, that the time within which CCRI shall have to cure shall not be greater than the time provided for Developer to cure plus an additional sixty (60) days, and provided further that as to any default by Developer under Article 10 or Section 12.01, the time period provided in Sections 10.02 and 13.02 shall be applicable and such time period shall not be deemed extended pursuant to this Section. CCRI shall advise each Major when it has commenced to cure such default as to what actions, if any, it shall elect to take in order to remedy any such default, which notice shall be without obligation on the part of the CCRI to perform, failing of which, however, any Party hereto shall have the right to proceed to enforce the terms and the conditions of this REA. In the case of an emergency the above required notice shall not be required but such notice shall be given as may be reasonably practicable under the circumstances. Except in the event of an emergency (and then only if the alleged default is not cured within a reasonable period of time after such notice as is appropriate under the circumstances is given), CCRI shall not in any event have any right to take any action to cure an alleged default by a Major until the same has been finally adjudicated by a court of competent jurisdiction to be such a default and such Major thereafter failed to cure such default within a reasonable period of time. Any notice required to be given under this Section 23.06 shall be deemed given if given in accordance with Article 20 of this REA. Failure to give any notice required hereunder shall not be deemed to be a default under this REA. However, the rights of CCRI to receive such notice shall not be waived or adversely affected by such failure.

Section 23.07 No Partnership, Joint Venture or Principal Agent Relationship

Neither anything in this REA contained nor any acts of the Parties hereto shall be deemed or construed by the Parties hereto, or any of them, or by any third person, to create the relationship of principal and agent, or of partnership, or of joint venture, or of any association between the Parties.

Section 23.08 Successors

This REA shall be binding upon and inure to the benefit of the respective successors and assigns of the Parties.

Section 23.09 Governing Laws

This REA shall be construed and governed in accordance with the laws of the State of Utah.

Section 23.10 Written Consent Required

Except as otherwise may be provided in Article 3 and Article 4, whenever a Party is requested to consent to or approve of any matter with respect to which its consent or approval is required by this REA, such consent or approval, if given, shall be given in writing and shall be given within thirty (30) days of the written request therefor.

Section 23.11 Reasonableness of Consent

Unless specifically provided in this REA that a Party may not unreasonably withhold its consent or approval, such consent or approval may be withheld in the sole and absolute discretion of such Party.

Section 23.12 Covenants Run With the Land

It is intended that the covenants, easements, agreements, promises and duties of each Party as set forth in this REA, and in the Definitive Documents, shall be construed as covenants and not as conditions and that, to the fullest extent legally possible, all such covenants shall run with and be enforceable against both the covenantor and the land or constitute an equitable servitude as between the Parcel of the respective covenantor, as the servient tenement, and the Parcel of the respective covenantee, as the dominant tenement.

Section 23.13 Default Shall Not Permit Termination of REA or Supplemental Agreement

Except as may otherwise be provided in Article 13 hereof, no default under this REA or any Definitive Document shall entitle any Party to terminate, cancel or otherwise rescind this REA or any Definitive Document; provided, however, this limitation shall not affect any other rights or remedies the Parties may have by reason of any default under this REA or any Definitive Document.

Section 23.14 Right to Enjoin

Except as may otherwise be provided in Article 13 hereof, in the event of any violation or threatened violation of any of the provisions of this REA by a Party or Occupant, any other Party shall have the right to apply to a court of competent jurisdiction for an injunction against such violation or threatened violation, and/or for a decree of specific performance.

Section 23.15 Certification of Floor Area

As to any construction on a Party's Parcel that may be constructed pursuant to this REA, each Party, upon request, shall certify to the other Parties the number of square feet of Floor Area constructed on such Party's Parcel, which certification shall be based on a determination by an architect or a calculation from as-built drawings.

Notwithstanding anything contained in this REA, during the period of any damage, destruction or razing and until the completion of any razing, rebuilding, repairing or replacement of any Building in the Retail Center, the Floor Area of the Building shall be deemed to be the same as the Floor Area of the Building immediately before such period, and upon the completion of the razing, rebuilding, repairing or replacement of such Building, the Party shall again, upon request, certify to the other Parties the number of square feet of Floor Area on such Parcel, which certification shall be based on a determination by an architect.

Section 23.16 Merchants' Association or Promotion Fund

A. Each Major agrees to join and maintain membership in a not for profit Merchants' Association formed and sponsored by Developer for promotion of the Retail Center during the period required of it under its Supplemental Agreement. Each Major shall contribute thereto in accordance with the terms of its Supplemental Agreement. Membership in such Association shall not otherwise obligate a Major to contribute. The obligation of each such Major to so be a member of the Merchants' Association shall be subject to the following:

1. that the Articles and Bylaws of the Merchants' Association not be amended or modified except as approved by each Major that is a member thereof. It is understood and agreed that the Bylaws for the Merchants' Association shall contain no provision which would regulate or empower the Association to regulate the manner of operation of the Retail Center or the stores of any Major including the hours thereof;
2. it has membership on the Board of Directors of the Association and there is provided as a part of the annual budget an amount sufficient to pay the premium for officers' and directors' indemnity insurance;
3. each member of the Board of Directors of the Association be entitled to only one vote, and one member of the Board of Directors of the Association shall at all times be a representative of the Developer;
4. its annual contribution, if any, shall not be required to exceed the amount specified in the applicable Supplemental Agreement between such Major and Developer;

5. the Developer makes an annual cash contribution to the Association equal to twenty five cents (\$0.25) per square foot of Floor Area of Occupants within the Mall Store Buildings that are contributors thereto;

6. that each other Major(s) obligated to be open is a member;

7. at least ninety percent (90%) of the tenants of the Mall Store Buildings are members and contributing thereto;

8. The Taubman Company (or such other agent of the Developer as may be approved by the Majors) is the Person providing the promotional services and personnel for the Association; and

9. it shall not be bound by the acts or omissions of the Merchants' Association, the only obligation of a Major with respect to the Merchants' Association being to make contributions in conformity with its applicable Supplemental Agreement.

B. Developer shall have the right to form and establish a promotion service fund (the "**Fund**") for the promotion of the Retail Center instead of a Merchants' Association. Each Major agrees to contribute to the Fund for the time period required of it under the terms of its Supplemental Agreement, provided:

1. its annual contribution to the Fund, if any, shall be payable only on the terms provided in, and shall not exceed the amount specified in, the applicable Supplemental Agreement between said Major and Developer;

2. the Developer makes a cash contribution to the Fund equal to at least twenty five cents (\$0.25) per square foot of Floor Area of Occupants within the Mall Store Buildings that are contributors thereto;

3. that each other Major obligated to be open is also contributing to the Fund;

4. at least ninety percent (90%) of the tenants of the Mall Store Buildings are contributing to the Fund;

5. the contributions paid to the Fund are being used for the promotion of the Retail Center and Developer's representative at the Retail Center consults with said Major's designated representative on a regular basis to review and coordinate the activities of the Fund;

6. it shall not be bound by the acts or omissions of the Fund, its only obligation with respect to the Fund being to pay sums in conformity with its Supplemental Agreement; and

7. Developer maintains separate accounts and books of account for the Fund and periodically, upon the request of any Major contributing to the Fund, provides said Major with an itemized statement and review of such accounts.

If Developer or its agent is providing promotional services and personnel to formulate and effect an advertising, promotional and public relations program for the Retail Center, Developer may be reimbursed by the Merchants' Association, if one has been created, for the cost of such promotional services and personnel, such cost not to exceed twenty five percent (25%) of the annual budget of the Merchants' Association.

Subject to the foregoing, any promotional services and personnel so provided shall be under the exclusive control and supervision of Developer who shall have the sole authority to employ and discharge such personnel. Notwithstanding the foregoing, if the Board of Directors of the Association informs Developer that the promotional director assigned to the Retail Center is not satisfactory to the Board of Directors, then Developer shall forthwith remove and replace said promotional director assigned to the Retail Center, failing of which any Major shall have the right to withdraw from the Merchant's Association.

Section 23.17 Representation of Parties

Each of the Parties hereto represents, covenants and agrees that as of the date of execution of this REA, each of said Parties has the full right and lawful authority to enter into this REA for the full term hereof.

Section 23.18 Limitation of Liability

If at any time after (i) the completion of the Required Improvements, the Parking Facilities, and or the Developer Facilities in accordance with Article 3, Article 4, and Article 5 hereof, and (ii) at least seventy five percent (75%) of the Floor Area of the Mall Store Buildings located on Block 76 and sixty percent (60%) of the Floor Area of the Mall Store Buildings within the entire Retail Center is leased to Occupants who are open and operating, (a) Developer fails to observe, fulfill or perform any covenant, term or condition of this REA upon its part to be observed, fulfilled or performed, (b) such failure continues for thirty (30) days after written notice thereof from a Major or if the nature of Developer's obligation is such that more than thirty (30) days are required for its performance and Developer fails either to commence performance within such thirty (30) days prior or to thereafter diligently prosecute the same to completion; and (c) and, as a consequence of such default, a Major recovers a money judgment against Developer, such judgment shall be a lien on and shall be satisfied only out of the proceeds of sale received upon execution of such judgment and levied thereon against the right, title and interest of Developer in the Retail Center Parcel and any and all improvements thereon, and out of rents, issues and profits and other payments received from or with respect to the Retail Center Parcel and any and all improvements thereon receivable after the date of such judgment (and before the date of such judgment if not yet paid) or other income or revenue from such property received by Developer, or out of consideration received by Developer from the sale, mortgage or other disposition (including a condemnation) of all or any part of Developer's right, title and leasehold interest in the Developer Parcel and the Mall Store Buildings and the other improvements therein and/or out of the proceeds from liability insurance paid with respect to the liability such Major is seeking to collect upon or out of the insurance proceeds received by Developer or Developer's insurance trustee respecting any casualty affecting the Retail Center Parcel, Mall and/or the Mall Store Buildings and neither Developer, the trustee of Developer, nor

any partner of Developer shall be personally liable for any deficiency in the payment of such judgment. No such remedy shall be effective against or upon CCRI's interest in the Developer Parcel or in any other portion of the surrounding land and improvements owned by CCRI, or any third-party rights encumbering the Developer Parcel permitted by this REA or any of such Major's Definitive Documents. Such judgment and the satisfaction thereof out of the proceeds of sale received upon the aforesaid execution and levy against the right, title and interest of Developer in the Developer Parcel, the Mall Store Buildings and/or out of the aforesaid rents or other income or revenue, and/or out of the aforesaid consideration from sale or other disposition thereof or said insurance proceeds shall in all events be subject to the lien of any mortgage upon all or any portion of the Developer Parcel in existence prior to the event giving rise to the money judgment against Developer as aforesaid.

Notwithstanding the limitations of financial liability hereinabove set forth, the estate of Developer which shall be available to the Majors for the satisfaction of any judgment to enforce same, shall include any insurance proceeds (or in the case of self insurance, the amount that would be payable if there was insurance) or Condemnation proceeds payable as a result of such death or injury, casualty or Condemnation, as the case may be, without regard to the costs of determination and collection. Furthermore, the limitation of liability contained in this Section 23.18 shall not apply to Developer's indemnity set forth in Section 23.22 hereof.

This provision shall be for the benefit of and binding upon Developer, its successors and assigns, including, specifically, any Mortgagee of Developer who may succeed to the interest of Developer and any party acquiring any interest in and to the Developer Parcel by or through said Mortgagee.

Notwithstanding anything to the contrary set forth in this Section 23.18, if a Major is, by virtue of the foregoing limitations, unable to recover the full amount of any final, non appealable monetary judgment against Developer, then such Major shall be entitled to offset all or a part of such deficiency and interest thereon at the rates provided in Section 23.05 hereof against such Major's monetary obligation to Developer as set forth in any such Major's Definitive Documents under or by reason of a breach of this REA and/or such Major's Definitive Documents.

Section 23.19 Counterparts

This REA may be signed in several counterparts, each of which shall be deemed an original, and all such counterparts shall constitute one and the same instrument.

Section 23.20 Hazardous or Toxic Materials

No Party shall use, or allow use of, hazardous or toxic materials, wastes or substances (or petroleum, petroleum products, oils, asbestos or PCBs) on its Parcel except as part of the ordinary course of such Party's business in the construction and operation of a retail shopping center complex or a Party's Building and in accordance with all applicable Laws. For purposes hereof "*hazardous or toxic materials*" shall mean hazardous, toxic or dangerous wastes, substances, materials, smoke, gas or particulate matter, defined by or for purposes of the Comprehensive Environmental Response Compensation and Liability Act, the Resource Conservation Recovery Act, or any law commonly referred to as a "Superfund" or "Superlien"

law, or any other applicable federal, State of Utah or local environmental, health or safety statute, ordinance, code, rule, regulation, order or decree to which the Retail Center Parcel is subject and regulated, relating to or imposing liability or standards concerning or in connection with hazardous, toxic or dangerous wastes, substances, materials, smoke, gas or particulate matter. In the event of a release in, about, under or on the Retail Center, or any portion thereof, of any hazardous or toxic materials, the Party responsible therefor shall immediately take such remedial actions as may be necessary to clean up the same as may be required by and in accordance with the requirements of applicable Laws.

Section 23.21 Correction of Parcel Descriptions

Upon completion of the Retail Center, Developer shall prepare or cause to be prepared an "as built" ALTA survey of the Retail Center certified to each Party and shall deliver a copy of same to each Party. If such "as built" ALTA survey discloses that any Party's improvements have not been constructed completely within the boundaries of its respective Parcel, and unless such encroachment is otherwise authorized pursuant to Section 2.05, then upon request of the encroaching Party, each other Party upon whose Parcel such improvements have been constructed shall, at its option, either (a) grant an easement, subject to easements and encumbrances of record and otherwise in form satisfactory to the grantor, over that part of its Parcel required to reflect the use of its Parcel, or (b) amend the Party's Major Sublease, subject to easements and encumbrances of record and otherwise in form satisfactory to the grantor, to the encroaching Party of the part of its Parcel being so used by the encroaching Party.

Nothing herein contained shall in any manner be construed as diminishing or be deemed to constitute a waiver of any rights of a Party resulting from another Party's failure to construct its improvements as herein required, and this Section shall not relieve or excuse a Party from exercising all due diligence to construct its Building(s) within its respective Permissible Building Area as shown on Exhibit B.

Section 23.22 Inducements

As inducements by Developer and CCRI to each of the Majors to enter into this Agreement, Developer and CCRI represent, covenant, warrant and agree that:

A. As of the date of execution of this REA, Developer and CCRI each has full power and authority to execute, acknowledge, deliver and record this REA and to grant all the interests, rights and privileges granted to each of the Majors hereby;

B. There are no existing, and shall be no future leases, covenants, agreements, promises, liens, easements, restrictions or other encumbrances which limit or conflict with any of the interests, rights or privileges granted to or obligations imposed upon the Majors by this REA;

C. As of the date of execution of this REA, the Retail Center Parcel is zoned to permit Developer, CCRI and the Majors to construct and operate thereon and otherwise perform their obligations hereunder as contemplated by this REA;

D. With respect to each Major, at least six (6) months prior to the Turnover Date, Developer and CCRI shall have secured from the governmental and quasi-governmental agencies having jurisdiction thereof all approvals with respect to the Retail Center Parcel as to all Required Improvements and all buildings and improvements which Developer and the Majors are permitted and/or obligated to each other to complete or cause to be completed pursuant to the Majors' Definitive Documents (and with respect to the Parking Facilities, all buildings and improvements which CCRI is obligated to complete or cause to be completed, subject to compliance by each such Major with the requirements of the applicable zoning, building and use requirements) so as to permit each Party to submit its plans for construction and obtain building and other permits in respect thereof and to open and use its improvements as contemplated under this REA;

E. As of the date of execution of this REA, there are, to the best of Developer's and CCRI's knowledge after due inquiry, no ecological or environmental requirements, permits or licenses other than those which have been obtained or complied with prior to the date hereof, or any other laws, regulations or ordinances which would prohibit the installation, initial construction or use of all or any portion of the Required Improvements, Parking Facilities or improvements to the Retail Center or of any Party's improvements.

Section 23.23 Execution by CCRI

It is understood and agreed that CCRI shall not by virtue of the execution of this REA be deemed a Party hereto or in any way agree to be responsible or liable for the actions or inactions of Developer, except as otherwise herein specifically provided. CCRI is executing this REA for the limited purposes of (i) subordinating its interest in the City Creek Center Property to the terms of this REA and (ii) for the other limited purposes stated in this REA. It is further understood and agreed that except as otherwise provided herein or the other Definitive Documents, CCRI's rights and responsibilities in regard to the Majors are as set forth in the Master Declaration, Development Agreement and Parking Agreement.

Section 23.24 Conflict

As between Developer and CCRI, (a) nothing in this REA is intended to diminish Developer's obligations under the Development Agreement or the Retail Center Airspace Lease; (b) in the event of any conflict between the terms of this REA and the terms of the Development Agreement, the terms of the Development Agreement shall control; and (c) in the event of any conflict between the terms of this REA and the terms of the Retail Center Airspace Lease the terms of the Retail Center Airspace Lease shall control. As between the Majors and as between each Major and the Developer and as between each Major and CCRI, (a) this REA is a "separate agreement" contemplated by Section 7.1 of the Master Declaration (but shall not be deemed to surpass, modify or detract from the easements granted therein), (b) in the event of a conflict between the terms of this REA and the Master Declaration as between the Parties hereto, the terms of this REA shall control, (c) in the event of any conflict between the terms of this REA and the terms of the Development Agreement, the terms of this REA shall control; and (d) in the event of any conflict between the terms of this REA and the terms of the a Major's Definitive Documents the terms of the Major's Definitive Documents shall control.

Section 23.25 Estoppel Clause

Each Party, when requested by another Party hereto, shall execute and deliver to the requesting party a letter confirming (i) whether this REA and/or a Party's Lease and Supplemental Agreement are in full force and effect, (ii) the commencement and termination dates of the REA and/or a Party's Lease, (iii) whether either Party is or has received an uncured notice of default under this REA and/or a Party's Lease or Supplemental Agreement, and (iv) the date to which rent and other charges pursuant to the REA or a Party's Supplemental Agreement have been paid. The Party delivering such letter shall have no liability for damages to the recipients of the letter or their respective successors or assigns arising out of any inaccuracy or omission from such letter, but shall be estopped from taking a position against the recipients and their respective successors and assigns that is inconsistent with the statements made in such letter by such Party.

Section 23.26 Deemed Approval

If a Party's approval of any architectural or construction plan or specifications, drawing, schedule or modification thereof is required hereunder and such Party disapproves the same, such Party shall state the reason therefore, together with (to the extent reasonably convenient without engineering or redesign) the nature of changes that would make such item or document acceptable. If a Party fails to respond to a request for approval within thirty (30) days (or other applicable response period herein specified therefor), the requesting Party may send a second notice requesting approval, stating in bold 15-point font on the first page: "Second Request for Approval, your failure to approve or disapprove within ten (10) business days after receipt of this notice shall be deemed approval under Section 23.26 of the REA," and if the requested Party does not respond within such ten (10) business days period, then such requested Party shall be deemed to have approved such request. This Section applies only to the initial construction and opening of the Retail Center. Thereafter, the concept of "deemed approval" shall not apply and any approval shall be in writing signed by the party(ies) entitled to approve the request.

(signatures begin on the following page)

IN WITNESS WHEREOF, each Party has caused its duly authorized officers to sign this REA as of the day and year first above written.

CITY CREEK CENTER ASSOCIATES LLC,
a Delaware limited liability company

By: _____
Stephen J. Kieras
Its: Authorized Signatory

“Developer”

STATE OF MICHIGAN)
)ss
COUNTY OF OAKLAND)

On this 8th day of July, 2010, before me, a Notary Public personally appeared Stephen J. Kieras, known to me to be an Authorized Signatory of **CITY CREEK CENTER ASSOCIATES LLC**, a Delaware limited liability company, and that he, as an Authorized Signatory, being duly authorized by the company so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the company as an Authorized Signatory thereof.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Teresa L. Dreer
Notary Public

TERESA L. DREER
Notary Public, Macomb County, MI
Acting in Oakland County, MI
My Commission Expires 05-15-2012



NORDSTROM, INC.,
a Washington corporation

By: David Lindsey
Its: Vice President

"Nordstrom"

STATE OF WASHINGTON)
)ss
CITY OF KING)

On this 19th day of July, 2010, before me personally appeared David Lindsey, to me personally known, who being by me duly sworn, did depose and say that he is the Vice President of NORDSTROM, INC., a Washington corporation; and that said instrument was executed on behalf of said corporation by authority of its Board of Directors; and that said Vice President acknowledged before me said instrument to be the free act and deed of said corporation.

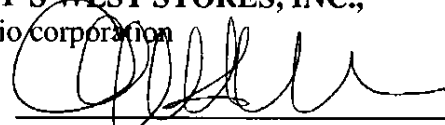
IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Carolyn Wright
Notary Public



MACY'S WEST STORES, INC.,
an Ohio corporation

By:



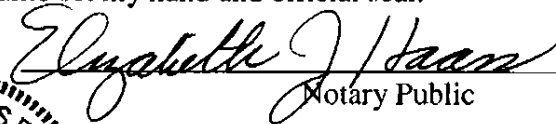
Carl L. Goertemoeller
Its: Senior Vice President

"Macy's"

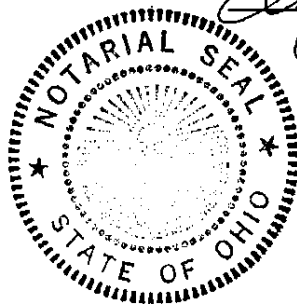
STATE OF OHIO)
)ss
CITY OF HAMILTON)

On this 2nd day of July, 2010, before me personally appeared Carl L. Goertemoeller, to me personally known, who being by me duly sworn, did depose and say that he is the Senior Vice President of **MACY'S WEST STORES, INC.**, an Ohio corporation; and that said instrument was executed on behalf of said corporation by authority of its Board of Directors; and that said Carl L. Goertemoeller acknowledged before me said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



Notary Public



ELIZABETH J. HAASS
Notary Public, State of Ohio
My Commission Expires Mar. 26, 2012

CITY CREEK RESERVE, INC.,
a Utah non profit corporation

By: _____

Its: _____

Mark B. Gibbons, President

"CCRI"

STATE OF UTAH)
)ss
CITY OF Salt Lake)

On this 13th day of July, 2010, before me personally appeared Mark B. Gibbons, to me personally known, who being by me duly sworn, did depose and say that he is the President of CITY CREEK RESERVE, INC., a Utah non profit corporation; and that said instrument was executed on behalf of said corporation by authority of its Board of Directors; and that said Mark B. Gibbons acknowledged before me said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Sarahi D. Soperanez
Notary Public

Instrument drafted by and
when recorded return to:

Richard J. Burstein, Esquire
Honigman Miller Schwartz and Cohn LLP
38500 Woodward Avenue, Suite 100
Bloomfield Hills, Michigan 48304-5048
Telephone: (248) 566-8430



**EXHIBIT A, PART 1
CITY CREEK CENTER PROPERTY**

SECTION A - BLOCK 75 FEE PROPERTY (12/8/2009)

BEGINNING AT A POINT N89°59'16"E 196.33 FEET FROM THE NORTHWEST CORNER OF BLOCK 75, PLAT "A", SALT LAKE CITY SURVEY, SECTION 6, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE N89°59'16"E ALONG THE SOUTH RIGHT OF WAY LINE OF SOUTH TEMPLE STREET 210.75 FEET; THENCE S00°01'17"W 165.10 FEET; THENCE N89°58'54"E 59.08 FEET; THENCE S00°09'54"W 3.50 FEET; THENCE N89°58'54"E 29.20 FEET; THENCE N00°09'54"E 30.13 FEET; THENCE N89°55'01"E 164.59 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF STATE STREET; THENCE S00°09'53"W ALONG SAID WEST RIGHT OF WAY LINE 270.92 FEET; THENCE S89°57'59"W 185.10 FEET; THENCE S00°09'54"W 60.03 FEET; THENCE N89°58'23"E 5.00 FEET; THENCE S00°09'54"W 13.01 FEET; THENCE S89°58'21"W 70.54 FEET; THENCE S00°09'54"W 178.05 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF 100 SOUTH STREET; THENCE S89°58'06"W ALONG SAID NORTH RIGHT OF WAY LINE 327.12 FEET; THENCE NORTH 38.84 FEET; THENCE N89°38'34"W 1.80 FEET; THENCE NORTH 32.00 FEET; THENCE S89°59'02"W 81.54 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF MAIN STREET; THENCE N00°09'35"E ALONG SAID EAST RIGHT OF WAY LINE 43.71 FEET; THENCE S89°58'17"W 1.00 FEET; THENCE N00°09'35"E 62.54 FEET; THENCE S89°58'21"W 1.00 FEET; THENCE N00°09'35"E 218.16 FEET; THENCE S89°58'44"W 1.10 FEET; THENCE N00°09'35"E 180.78 FEET; THENCE N89°59'16"E 200.43 FEET; THENCE N00°09'35"E 84.41 FEET TO THE POINT OF BEGINNING.

CONTAINS 319,702.91 SQ. FT. OR 7.34 ACRES.

LESS AND EXCEPTING THE FOLLOWING AREA 1:

BEGINNING AT A POINT ON THE SOUTH RIGHT OF WAY LINE OF SOUTH TEMPLE STREET AND THE NORTH LINE OF LOT 6, SAID POINT ALSO BEING S89°59'16"W 253.29 FEET FROM THE NORTHEAST CORNER OF LOT 6, BLOCK 75, PLAT "A", SALT LAKE CITY SURVEY, SECTION 6, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN AT THE SALT LAKE CITY DATUM ELEVATION OF 4336.06 AND BELOW AND RUNNING S00°01'17"W 165.10 FEET; THENCE S89°58'54"W 19.51 FEET; THENCE N00°01'17"E 165.10 FEET TO A POINT ON SAID SOUTH RIGHT OF WAY LINE OF SOUTH TEMPLE STREET AND SAID NORTH LINE OF LOT 6; THENCE N89°59'16"E ALONG SAID SOUTH RIGHT OF WAY LINE OF SOUTH TEMPLE STREET AND SAID NORTH LINE OF LOT SIX (6) 19.51 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPTING THE KEY BANK TOWER PARCEL DESCRIBED AS:

ALL OF THAT VOLUME OF SPACE WHICH LIES ABOVE AN ELEVATION OF 4424.92 FEET, AS MEASURED VERTICALLY ABOVE SALT LAKE CITY LEVEL DATUM, FORMED BY PROJECTING VERTICALLY UPWARDS THE FOLLOWING BOUNDARY:

BEGINNING S00°09'53"W 19.01 FEET FROM THE SOUTHEAST CORNER OF LOT 7, BLOCK 75, PLAT "A", SALT LAKE CITY SURVEY, AND RUNNING THENCE S89°58'36"W 206.12 FEET; THENCE N00°09'53"E 104.04 FEET; THENCE N89°58'46"E 206.12 FEET; THENCE S00°09'53"W 104.03 TO THE POINT OF BEGINNING.

(THE IMMEDIATELY PRECEDING VOLUME OF SPACE INCLUDES FLOORS 7 THROUGH 27 OF THE KEY BANK TOWER, FORMERLY KNOWN AS THE BENEFICIAL LIFE TOWER.)

CONTAINS 21,444.40 SQ. FT.

LESS AND EXCEPTING THE FOLLOWING AREAS A, B, C AND D COMPRISING TOGETHER THE KEY BANK LOWER OFFICE PARCEL:

AREA A:

ALL OF THAT VOLUME OF SPACE WHICH LIES ABOVE AN ELEVATION OF 4356.00 TO 4424.92 FEET, AS MEASURED VERTICALLY ABOVE SALT LAKE CITY LEVEL DATUM, FORMED BY PROJECTING VERTICALLY UPWARDS THE FOLLOWING BOUNDARY:

BEGINNING S00°09'53"W 32.48 FEET FROM THE SOUTHEAST CORNER OF LOT 7, BLOCK 75, PLAT "A", SALT LAKE CITY SURVEY, AND RUNNING THENCE S89°55'18"W 219.90 FEET; THENCE N00°01'39"W 89.11 FEET; THENCE S89°48'35"E 14.07 FEET; THENCE N00°09'53"E 28.67 FEET; THENCE N89°58'46"E 206.12 FEET; THENCE S00°09'53"W 117.51 FEET TO THE POINT OF BEGINNING.

(THE IMMEDIATELY PRECEDING VOLUME OF SPACE INCLUDES FLOORS 3 THROUGH 6 OF THE KEY BANK LOWER OFFICE PARCEL.)

CONTAINS 25,482.74 SQ. FT. OR 0.59 ACRES.

AREA B:

BEGINNING N00°09'53"E 21.83 FEET AND WEST 77.54 FEET FROM THE SOUTHEAST CORNER OF LOT 7, BLOCK 75, PLAT "A", SALT LAKE CITY SURVEY AT THE SALT LAKE CITY DATUM ELEVATION OF 4320.06 TO ELEVATION 4338.06 AND RUNNING THENCE WEST 109.30 FEET; THENCE NORTH 22.75 FEET; THENCE EAST 98.42 FEET; THENCE SOUTH 2.22 FEET; THENCE EAST 7.73 FEET; THENCE NORTH 2.53 FEET; THENCE EAST 3.38 FEET; THENCE SOUTH 2.08 FEET; THENCE EAST 3.76 FEET TO A 90.59 FOOT NON-TANGENT RADIUS CURVE TO THE LEFT, RADIUS POINT BEARS S83°38'24"E; THENCE ALONG SAID ARC 6.48 FEET (CHORD BEARS S04°18'41"W 6.48

FEET); THENCE WEST 3.50 FEET; THENCE SOUTH 14.52 FEET TO THE POINT OF BEGINNING.

CONTAINS 2,494.75 SQ. FT.

AREA C:

BEGINNING S00°09'53"W 32.48 FEET FROM THE SOUTHEAST CORNER OF LOT 7, BLOCK 75, PLAT "A", SALT LAKE CITY SURVEY AT THE SALT LAKE CITY DATUM ELEVATION 4338.06 TO ELEVATION 4356.00 AND RUNNING THENCE S89°55'18"W 31.93 FEET; THENCE NORTH 6.44 FEET; THENCE WEST 14.92 FEET; THENCE NORTH 11.29 FEET; THENCE WEST 90.62 FEET; THENCE NORTH 23.85 FEET; THENCE N82°52'30"W 32.00 FEET; THENCE NORTH 8.79 FEET; THENCE WEST 32.63 FEET; THENCE NORTH 9.89 FEET; THENCE EAST 15.46 FEET; THENCE NORTH 12.59 FEET; THENCE EAST 99.80 FEET; THENCE NORTH 40.70 FEET; THENCE N89°58'46"E 86.92 FEET; THENCE S00°09'53"W 117.51 FEET TO THE POINT OF BEGINNING.

CONTAINS 13,996.31 SQ. FT.

AREA D:

BEGINNING AT A POINT THAT IS S00°09'35"W 274.11 FEET AND WEST 20.61 FEET FROM THE NORTHEAST CORNER OF BLOCK 75, PLAT "A", SALT LAKE CITY SURVEY, SECTION 6, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN AT THE SALT LAKE CITY DATUM ELEVATION OF 4320.06 TO ELEVATION 4338.06 AND RUNNING THENCE SOUTH 44.83 FEET; THENCE WEST 13.79 FEET; THENCE SOUTH 3.67 FEET; THENCE WEST 14.70 FEET; THENCE NORTH 1.74 FEET; THENCE WEST 10.66 FEET; THENCE NORTH 11.56 FEET; THENCE EAST 9.29 FEET; THENCE NORTH 35.20 FEET; THENCE EAST 29.87 FEET TO THE POINT OF BEGINNING.

CONTAINS 1,502.82 SQ. FT.

SECTION B - BLOCK 75 OFFICE BUILDINGS (11/16/2009)

Zions Bank Legal Description

Beginning at the Northwest corner of Lot 5, Block 75, Plat "A", Salt Lake City Survey, Section 6, Township 1 South, Range 1 East, Salt Lake Base and Meridian and running N89°59'16"E along the South Right of Way line of South Temple Street and the North line of said Lot Five (5) 196.33 feet; thence S00°09'35"W 84.41 feet; thence S89°59'16"W 200.43 feet to a point on the East Right of Way line of Main Street; thence N00°09'35"E along said East Right of Way line of Main Street 84.41 feet to a point on the said South Right of Way line of South Temple Street; thence N89°59'16"E along said South Right of Way line of South Temple Street 4.10 feet to the point of beginning.

Contains 16,919.07 sq. ft. or 0.39 acres.

Eagle Gate Tower Legal Description

Beginning at the Northeast corner of Lot 6, Block 75, Plat "A", Salt Lake City Survey, Section 6, Township 1 South, Range 1 East, Salt Lake Base and Meridian and running S00°09'53"W along the West Right of Way line of State Street and the said East line of Lot Six (6) 138.25 feet; thence S89°55'01"W 164.59 feet; thence S00°09'54"W 30.13 feet; thence S89°58'54"W 29.20 feet; thence N00°09'54"E 3.50 feet; thence S89°58'54"W 59.08 feet; thence N00°01'17"E 165.10 feet to a point on the South Right of Way line of South Temple Street and the North line of said Lot 6; thence N89°59'16"E along said South Right of Way line of South Temple Street and said North line of Lot Six (6) 253.29 feet the point of beginning.

Contains 37,482.96 sq. ft. or 0.86 acres.

Together With:

Beginning at a point on the South Right of Way line of South Temple Street and the North line of Lot 6, said point also being S89°59'16"W 253.29 feet from the Northeast corner of Lot 6, Block 75, Plat "A", Salt Lake City Survey, Section 6, Township 1 South, Range 1 East, Salt Lake Base and Meridian at the Salt Lake City Datum elevation of 4336.06 and below and running S00°01'17"W 165.10 feet; thence S89°58'54"W 19.51 feet; thence N00°01'17"E 165.10 feet to a point on said South Right of Way line of South Temple Street and said North line of Lot 6; thence N89°59'16"E along said South Right of Way line of South Temple Street and said North line of Lot Six (6) 19.51 feet to the point of beginning.

Key Bank Tower Legal Description

All of that volume of space which lies above an elevation of 4424.92 feet, as measured vertically above Salt Lake City level datum, formed by projecting vertically upwards the following boundary:

Beginning S00°09'53"W 19.01 feet from the Southeast corner of Lot 7, Block 75, Plat "A", Salt Lake City Survey, and running thence S89°58'36"W 206.12 feet; thence N00°09'53"E 104.04 feet; thence N89°58'46"E 206.12 feet; thence S00°09'53"W 104.03 to the point of beginning.

(The immediately preceding volume of space includes floors 7 through 27 of the Key Bank Tower, formerly known as the Beneficial Life Tower.)

Contains 21,444.40 sq. ft.

Key Bank Lower Office Legal Description

All of that volume of space which lies above an elevation of 4356.00 to 4424.92 feet, as measured vertically above Salt Lake City level datum, formed by projecting vertically upwards the following boundary:

Beginning S00°09'53"W 32.48 feet from the Southeast corner of Lot 7, Block 75, Plat "A", Salt Lake City Survey, and running thence S89°55'18"W 219.90 feet; thence N00°01'39"W 89.11 feet; thence S89°48'35"E 14.07 feet; thence N00°09'53"E 28.67 feet; thence N89°58'46"E 206.12 feet; thence S00°09'53"W 117.51 to the point of beginning.

(The immediately preceding volume of space includes floors 3 through 6 of the Key Bank Lower Office Parcel.)

Contains 25,482.74 sq. ft. or 0.59 acres.

Together With Area 1:

Beginning N00°09'53"E 21.83 and West 77.54 feet from the Southeast corner of Lot 7, Block 75, Plat "A", Salt Lake City Survey at the Salt Lake City Datum Elevation of 4320.06 to Elevation 4338.06 and running thence West 109.30 feet; thence North 22.75 feet; thence East 98.42 feet; thence South 2.22 feet; thence East 7.73 feet; thence North 2.53 feet; thence East 3.38 feet; thence South 2.08 feet; thence East 3.76 feet to a 90.59 foot non-tangent radius curve to the left, radius point bears S83°38'24"E; thence along said arc 6.48 feet (chord bears S04°18'41"W 6.48 feet); thence West 3.50 feet; thence South 14.52 feet to the point of beginning.

Contains 2,494.75 sq. ft.

Together With Area 2:

Beginning S00°09'53"W 32.48 feet from the Southeast corner of Lot 7, Block 75, Plat "A", Salt Lake City Survey at the Salt Lake City Datum Elevation 4338.06 to Elevation 4356.00 and running thence S89°55'18"W 31.93 feet; thence North 6.44 feet; thence West 14.92 feet; thence North 11.29 feet; thence West 90.62 feet; thence North 23.85 feet; thence N82°52'30"W 32.00 feet; thence North 8.79 feet; thence West 32.63 feet; thence North 9.89 feet; thence East 15.46 feet; thence North 12.59 feet; thence East 99.80 feet; thence North 40.70 feet; thence N89°58'46"E 86.92 feet; thence S00°09'53"W 117.51 feet to the point of beginning.

Contains 13,996.31 sq. ft.

Together With Area 3:

Beginning at a point that is S00°09'35"W 274.11 feet and West 20.61 feet from the Northeast corner of Block 75, Plat "A", Salt Lake City Survey, Section 6, Township 1 South, Range 1 East, Salt Lake Base and Meridian at the Salt Lake City Datum Elevation of 4320.06 to Elevation 4338.06 and running thence South 44.83 feet; thence West 13.79 feet; thence South 3.67 feet; thence West 14.70 feet; thence North 1.74 feet; thence West 10.66 feet; thence North 11.56 feet; thence East 9.29 feet; thence North 35.20 feet; thence East 29.87 feet to the point of beginning.

Contains 1,502.82 sq. ft.

Beginning at the Southwest corner of Lot 2, Block 75, Plat "A", Salt Lake City Survey, Section 6, Township 1 South, Range 1 East, Salt Lake Base and Meridian and running S89°58'06"W along the North Right of Way line of 100 South Street 1.00 feet to a point on the East Right of Way line of Main Street; thence N00°09'35"E along said East Right of Way line of Main Street 70.88 feet; thence N89°59'02"E 81.54 feet; thence South 32.00 feet; thence S89°38'34"E 1.80 feet; thence South 38.84 feet; to a point on the North Right of Way line of 100 South Street and the South line of said Lot 2; thence S89°58'06"W along said North Right of Way line and said South line of Lot Two (2) 82.54 feet to the point of beginning.

Contains 5,855.19 sq. ft. or 0.13 acres.

SECTION C - BLOCK 76 FEE PROPERTY (10/26/2009)

BEGINNING AT THE NORTHWEST CORNER OF BLOCK 76, PLAT "A", SALT LAKE CITY SURVEY, SECTION 1, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE N89°59'41"E 169.65 FEET MORE OR LESS TO A POINT THAT IS PERPENDICULAR TO THE WEST SIDE OF AN EXISTING BUILDING; THENCE ALONG SAID EXISTING BUILDING THE FOLLOWING ELEVEN (11) CALLS, SOUTH 100.08 FEET; N89°59'16"E 8.11 FEET; THENCE SOUTH 8.83 FEET; THENCE WEST 0.65 FEET; THENCE SOUTH 1.76 FEET; THENCE N89°59'16"E 23.53 FEET; THENCE NORTH 1.99 FEET; THENCE WEST 1.00 FEET; THENCE NORTH 8.60 FEET; THENCE N89°59'16"E 29.52 FEET; THENCE NORTH 11.19 FEET; THENCE EAST 2.50 FEET; THENCE N00°08'40"E 88.89 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF SOUTH TEMPLE STREET; THENCE N89°59'41"E 261.79 FEET; THENCE S00°05'11"E 105.79 FEET; THENCE N89°54'49"E 42.85 FEET; THENCE N00°05'11"W 20.75 FEET; THENCE N89°54'49"E 123.62 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF MAIN STREET; THENCE S00°01'48"E ALONG SAID WEST RIGHT OF WAY LINE 47.63 FEET; THENCE S89°59'52"W 110.06 FEET; THENCE S00°01'30"E 76.46 FEET; THENCE N89°59'57"E 110.07 FEET TO A POINT ON SAID WEST RIGHT OF WAY LINE; THENCE S00°01'48"E ALONG SAID WEST RIGHT OF WAY LINE 231.41 FEET; THENCE N89°59'34"W 145.13 FEET; THENCE S00°01'39"E 155.13 FEET; THENCE N89°59'34"W 10.16 FEET; THENCE S00°01'18"E 65.02 FEET; THENCE N89°59'08"W 174.94 FEET; THENCE N00°01'16"W 207.58 FEET; THENCE N89°59'41"W 330.08 FEET; THENCE N00°01'22"W 452.71 FEET TO THE POINT OF BEGINNING.

CONTAINS 305,025.40 SQ. FT. OR 7.00 ACRES.

LESS AND EXCEPTING BOTH OF THE FOLLOWING DESCRIBED PARCELS AT THE SALT LAKE CITY DATUM ELEVATION 4393.80 AND ABOVE.

PARCEL 1:

BEGINNING AT A POINT ON THE SOUTH RIGHT OF WAY LINE OF SOUTH TEMPLE STREET AND THE NORTH LINE OF LOT (8) EIGHT SAID POINT BEING S89°59'41"W 166.55 FEET FROM THE NORTHEAST CORNER OF LOT 8, BLOCK 76, PLAT "A", SALT LAKE CITY SURVEY, SECTION 1, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING S00°05'11"E 105.79 FEET; THENCE S89°54'49"W 16.63 FEET; THENCE N00°05'11"W 105.81 FEET TO THE SAID SOUTH RIGHT OF WAY LINE OF SOUTH TEMPLE STREET AND THE NORTH LINE OF SAID LOT 8; THENCE N89°59'41"E ALONG SAID SOUTH RIGHT OF WAY LINE AND SAID NORTH LINE 16.63 FEET TO THE POINT OF BEGINNING.

PARCEL 2:

BEGINNING AT A POINT ON THE WEST RIGHT OF WAY LINE OF MAIN STREET AND THE EAST LINE OF LOT (8) EIGHT SAID POINT BEING S00°01'48"E 84.80 FEET FROM

THE NORTHEAST CORNER OF LOT 8, BLOCK 76, PLAT "A", SALT LAKE CITY SURVEY, SECTION 1, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING S00°01'48"E 16.68 FEET; THENCE S89°54'49"W 123.60 FEET; THENCE N00°05'11"W 16.68 FEET; THENCE N89°54'49"E 123.62 FEET TO THE SAID WEST RIGHT OF WAY LINE OF SOUTH TEMPLE STREET AND THE EAST LINE OF SAID LOT 8 AND THE POINT OF BEGINNING.

SECTION D - BLOCK 76 OFFICE BUILDINGS (10/26/2009)

Temple View Center Legal Description

Beginning at a point that is N89°59'41"E 169.65 feet from the Northwest corner of Block 76, Plat "A", Salt Lake City Survey, Section 1, Township 1 South, Range 1 West, Salt Lake Base and Meridian said point also being a point on the North line of said Block 76 and running thence South 100.08 feet; thence N89°59'16"E 8.11 feet; thence South 8.83 feet; thence West 0.65 feet; thence South 1.76 feet; thence N89°59'16"E 23.53 feet; thence North 1.99 FEET; thence West 1.00 feet; thence North 8.60 feet; thence N89°59'16"E 29.52 feet; thence North 11.19 FEET; thence East 2.50 feet; thence N00°08'40"E 88.89 feet to a point on the North line of said Block 76; thence S89°59'41"W along said North line 62.24 feet to the point of beginning.

Contains 6,423.43 sq. ft. or 0.15 acres.

Beneficial Financial Group Tower Legal Description

Beginning at the Northeast corner of Lot 8, Block 76, Plat "A", Salt Lake City Survey, Section 1, Township 1 South, Range 1 West, Salt Lake Base and Meridian and running S00°01'48"E along the West Right of Way line of Main Street and the East line of said Lot (8) Eight 84.80 feet; thence S89°54'49"W 123.62 feet; thence S00°05'11"E 20.75 feet; thence S89°54'49"W 42.85 feet; thence N00°05'11"W 105.79 feet to the South Right of Way line of South Temple Street and the North line of said Lot 8; thence N89°59'41"E along said South Right of Way line and said North line 166.55 feet to the point of beginning.

Contains 15,028.93 sq. ft. or 0.35 acres.

Together With Both of the following described parcels at the Salt Lake City Datum 4393.80 and above.

Parcel 1:

Beginning at a point on the South Right of Way line of South Temple Street and the North line of Lot (8) eight said point being S89°59'41"W 166.55 feet from the Northeast corner of Lot 8, Block 76, Plat "A", Salt Lake City Survey, Section 1, Township 1 South, Range 1 West, Salt Lake Base and Meridian and running S00°05'11"E 105.79 feet; thence S89°54'49"W 16.63 feet; thence N00°05'11"W 105.81 feet to the said South Right of Way line of South Temple Street and the North line of said Lot 8; thence N89°59'41"E along said South Right of Way line and said North line 16.63 feet to the point of beginning.

Parcel 2:

Beginning at a point on the West Right of Way line of Main Street and the East line of Lot (8) eight said point being S00°01'48"E 84.80 feet from the Northeast corner of Lot 8, Block 76, Plat "A", Salt Lake City Survey, Section 1, Township 1 South, Range 1 West, Salt Lake Base and

Meridian and running S00°01'48"E 16.68 feet; thence S89°54'49"W 123.60 feet; thence N00°05'11"W 16.68 feet; thence N89°54'49"E 123.62 feet to the said West Right of Way line of South Temple Street and the East line of said Lot 8 and the point of beginning.

SECTION E - MAIN STREET GARAGE (11/23/2009)

A PARCEL OF LAND WITHIN THE PUBLIC RIGHT OF WAY OF MAIN STREET DESCRIBED AS FOLLOWS AND BELOW THE FOLLOWING SPECIFIED ELEVATIONS:

BEGINNING AT A POINT THAT IS S00°01'48"E 3.20 FEET FROM THE NORTHEAST CORNER OF BLOCK 76, PLAT "A", SALT LAKE CITY SURVEY, SECTION 1, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN AT THE SALT LAKE CITY DATUM ELEVATION 4321.40 AND RUNNING THENCE N89°47'31"E 130.16 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF MAIN STREET TO ELEVATION 4322.40; THENCE S00°09'35"W ALONG SAID EAST RIGHT OF WAY LINE 262.90 FEET TO ELEVATION 4316.89; THENCE N89°57'24"E 0.89 FEET AT ELEVATION 4316.89; THENCE S00°09'35"W 38.06 FEET TO ELEVATION 4316.10; THENCE S89°58'58"W 130.26 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF MAIN STREET TO ELEVATION 4315.10; THENCE N00°01'48"W ALONG SAID WEST RIGHT OF WAY LINE 300.52 FEET TO THE POINT OF BEGINNING.

CONTAINS 39,035.88 SQ. FT. OR 0.90 ACRES.

SECTION F - GROUND LEASE PROPERTY (11/16/2009)

The Ground Lease Property includes all of the following:

Mecham / CCRI Property Legal Description

Beginning at a point which is 132 feet 5 inches South of the Northeast corner of Lot 8, Block 76, Plat "A", Salt Lake City Survey, and running thence West 110 feet to a 14 foot alley; thence South 20.53 feet; thence East 110 feet to Main Street; thence North 20.53 feet to the place of Beginning.

Tribe / CCRI Property Legal Description

Beginning at a point on the West line of Main Street, said point being South 00°01'35" East along said West line 152.943 feet from the Northeast corner of Block 76, Plat "A", Salt Lake City Survey and running thence South 00°01'35" East along said West line 55.80 feet; thence South 89°59'38" West 110.00 feet; thence North 00°01'35" West 55.80 feet; thence North 89°59'38" East 110.00 feet to the point of Beginning.

Basis of Bearing is North 89°58'36" East along the South Temple Street monument line according to the Salt Lake City Atlas Plat.

Utah Woolen Mills Property Legal Description

Commencing 162 feet 11 inches North from the Southeast corner of Lot 1, Block 76, Plat "A", Salt Lake City Survey, and running thence West 145 feet; thence North 57 feet 1 inch; thence East 145 feet; thence South 57 feet 1 inch to the place of Beginning.

Christiansen Property Legal Description

Commencing 112 feet 11 inches North from the Southeast corner of Lot 1, Block 76, Plat "A", Salt Lake City Survey, and running thence North 50 feet; thence West 145 feet; thence South 50 feet; thence East 145 feet to the place of Beginning.

EXHIBIT A, PART 2
RETAIL CENTER PARCEL
(Revised 4/16/2010)

AIRSPACE

BLOCK 75 - LEVEL 1 (100'-0 3/4") – REVISED 4-16-10:

BEGINNING AT A POINT THAT IS N89°59'16"E 315.87 FEET FROM THE NORTHWEST CORNER OF BLOCK 75, PLAT "A", SALT LAKE CITY SURVEY, SECTION 6, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN AT THE SALT LAKE CITY DATUM ELEVATION OF 4320.06 TO ELEVATION 4338.06 AND RUNNING THENCE N89°59'16"E ALONG SAID SOUTH RIGHT OF WAY LINE 70.02 FEET; THENCE SOUTH 167.62 FEET; THENCE EAST 36.58 FEET; THENCE NORTH 2.53 FEET; THENCE N89°58'54"E 43.62 FEET; THENCE S00°09'54"W 3.50 FEET; THENCE N89°58'54"E 29.20 FEET; THENCE N00°09'54"E 3.50 FEET; THENCE WEST 6.56 FEET; THENCE NORTH 11.19 FEET; THENCE EAST 6.59 FEET; THENCE N00°09'54"E 15.44 FEET; THENCE N89°55'01"E 164.59 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF STATE STREET; THENCE S00°09'53"W ALONG SAID WEST RIGHT OF WAY LINE 246.26 FEET; THENCE WEST 109.62 FEET; THENCE SOUTH 24.72 FEET; THENCE N89°57'59"E 109.55 FEET TO A POINT ON SAID WEST RIGHT OF WAY LINE; THENCE S00°09'53"W ALONG SAID WEST RIGHT OF WAY LINE 30.25 FEET; THENCE WEST 121.75 FEET; THENCE N33°42'48"W 0.71 FEET; THENCE S55°55'42"W 34.38 FEET; THENCE WEST 34.53 FEET; THENCE N00°09'54"E 3.85 FEET; THENCE WEST 44.91 FEET; THENCE S68°31'24"W 24.65 FEET; THENCE S62°56'26"W 0.43 FEET; THENCE S24°52'53"E 2.59 FEET; THENCE EAST 11.57 FEET; THENCE SOUTH 16.53 FEET; THENCE S89°58'21"W 10.05 FEET; THENCE S00°09'54"W 178.05 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF 100 SOUTH STREET; THENCE S89°58'06"W ALONG SAID NORTH RIGHT OF WAY LINE 212.50 FEET; THENCE NORTH 44.04 FEET; THENCE EAST 11.11 FEET; THENCE NORTH 29.89 FEET; THENCE WEST 9.30 FEET; THENCE NORTH 45.45 FEET; THENCE WEST 4.38 FEET; THENCE NORTH 4.03 FEET; THENCE EAST 43.21 FEET; THENCE SOUTH 20.05 FEET; THENCE EAST 20.00 FEET; THENCE NORTH 1.14 FEET; THENCE EAST 13.73 FEET; THENCE NORTH 19.77 FEET; THENCE WEST 5.69 FEET; THENCE NORTH 3.50 FEET; THENCE WEST 76.71 FEET; THENCE SOUTH 8.39 FEET; THENCE WEST 21.17 FEET; THENCE SOUTH 78.66 FEET TO A 50.00 FOOT NON-TANGENT RADIUS CURVE TO THE LEFT, RADIUS POINT BEARS N89°59'23"E; THENCE ALONG SAID ARC 16.39 FEET (CHORD BEARS S09°24'02"E 16.32 FEET) TO A 208.50 FOOT NON-TANGENT CURVE TO THE LEFT, RADIUS POINT BEARS N71°12'33"E; THENCE ALONG SAID ARC 14.99 FEET (CHORD BEARING S20°51'03"E 14.99 FEET); THENCE S23°18'56"E 2.95 FEET; THENCE SOUTH 7.91 FEET TO A POINT ON SAID NORTH RIGHT OF WAY LINE; THENCE S89°58'06"W ALONG SAID NORTH RIGHT OF WAY LINE 94.61 FEET; THENCE NORTH 38.84 FEET; THENCE N89°38'34"W 1.80 FEET; THENCE NORTH 32.00 FEET; THENCE S89°59'02"W 81.54 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF MAIN STREET; THENCE N00°09'35"E ALONG SAID EAST RIGHT OF WAY LINE 43.71 FEET; THENCE

S89°58'17"W 1.00 FEET; THENCE N00°09'35"E 62.54 FEET; THENCE S89°58'21"W 1.00 FEET; THENCE N00°09'35"E 218.16 FEET; THENCE S89°58'44"W 1.10 FEET; THENCE N00°09'35"E 180.78 FEET; THENCE N89°59'16"E 200.43 FEET; THENCE S00°09'35"W 1.58 FEET; THENCE EAST 90.38 FEET; THENCE SOUTH 76.94 FEET; THENCE EAST 0.10 FEET; THENCE SOUTH 103.85 FEET; THENCE EAST 24.21 FEET; THENCE S04°57'59"E 6.21 FEET; THENCE N85°00'00"E 32.08 FEET; THENCE N26°00'00"E 8.55 FEET; THENCE N09°30'00"E 15.71 FEET; THENCE N19°35'03"W 28.10 FEET; THENCE N70°30'00"E 12.78 FEET; THENCE S24°33'21"E 6.74 FEET; THENCE N51°27'08"E 4.49 FEET; THENCE N03°41'40"W 13.82 FEET; THENCE WEST 14.72 FEET; THENCE NORTH 52.86 FEET; THENCE WEST 2.99 FEET; THENCE NORTH 25.50 FEET; THENCE EAST 12.13 FEET; THENCE NORTH 19.59 FEET; THENCE EAST 18.62 FEET; THENCE NORTH 7.74 FEET; THENCE EAST 6.82 FEET; THENCE NORTH 42.54 FEET; THENCE WEST 69.67 FEET; THENCE SOUTH 2.31 FEET; THENCE WEST 32.02 FEET; THENCE NORTH 2.01 FEET; THENCE WEST 19.32 FEET; THENCE SOUTH 15.17 FEET; THENCE EAST 2.44 FEET; THENCE SOUTH 2.44 FEET; THENCE WEST 2.44 FEET; THENCE SOUTH 2.74 FEET; THENCE EAST 2.44 FEET; THENCE SOUTH 5.21 FEET; THENCE WEST 53.07 FEET; THENCE NORTH 25.55 FEET; THENCE EAST 25.41 FEET; THENCE NORTH 6.81 FEET; THENCE EAST 54.34 FEET; THENCE NORTH 16.43 FEET; THENCE EAST 9.57 FEET; THENCE SOUTH 16.43 FEET; THENCE EAST 20.66 FEET; THENCE NORTH 51.10 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPTING THE FOLLOWING TWO AREAS:

AREA 1:

BEGINNING AT A POINT THAT IS N89°59'16"E 472.64 FEET AND SOUTH 285.51 FEET FROM THE NORTHWEST CORNER OF BLOCK 75, PLAT "A", SALT LAKE CITY SURVEY, SECTION 6, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN AT THE SALT LAKE CITY DATUM ELEVATION OF 4320.06 TO ELEVATION 4338.06 AND RUNNING THENCE EAST 98.42 FEET; THENCE SOUTH 2.22 FEET; THENCE EAST 7.73 FEET; THENCE NORTH 2.53 FEET; THENCE EAST 3.38 FEET; THENCE SOUTH 2.08 FEET; THENCE EAST 3.76 FEET TO A 90.59 FOOT NON-TANGENT RADIUS CURVE TO THE LEFT, RADIUS POINT BEARS S83°38'24"E; THENCE ALONG SAID ARC 6.48 FEET (CHORD BEARS S04°18'41"W 6.48 FEET); THENCE WEST 3.50 FEET; THENCE SOUTH 14.52 FEET; THENCE WEST 109.30 FEET; THENCE NORTH 22.75 FEET TO THE POINT OF BEGINNING.

AREA 2:

BEGINNING AT A POINT THAT IS S00°09'53"W 274.11 FEET AND WEST 20.61 FEET FROM THE NORTHEAST CORNER OF BLOCK 75, PLAT "A", SALT LAKE CITY SURVEY, SECTION 6, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN AT THE SALT LAKE CITY DATUM ELEVATION OF 4320.06 TO ELEVATION 4338.06 AND RUNNING THENCE SOUTH 44.83 FEET; THENCE WEST 13.79 FEET; THENCE SOUTH 3.67 FEET; THENCE WEST 14.70 FEET; THENCE NORTH 1.74 FEET; THENCE WEST 10.66 FEET; THENCE NORTH

11.56 FEET; THENCE EAST 9.29 FEET; THENCE NORTH 35.20 FEET; THENCE EAST 29.87 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH (BLOCK 75 LEVEL 2 – REVISED 12-14-09):

BEGINNING AT A POINT THAT IS N89°59'16"E 196.33 FEET FROM THE NORTHWEST CORNER OF BLOCK 75, PLAT "A", SALT LAKE CITY SURVEY, SECTION 6, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN SAID POINT ALSO BEING A POINT ON THE SOUTH RIGHT OF WAY LINE OF SOUTH TEMPLE STREET AT THE SALT LAKE CITY DATUM ELEVATION OF 4338.06 TO ELEVATION 4356.00 AND RUNNING THENCE N89°59'16"E ALONG SAID SOUTH RIGHT OF WAY LINE 210.75 FEET; THENCE S00°01'17"W 165.10 FEET; THENCE N89°58'54"E 70.54 FEET; THENCE NORTH 23.56 FEET; THENCE EAST 11.19 FEET; THENCE SOUTH 43.84 FEET; THENCE EAST 141.65 FEET; THENCE SOUTH 1.28 FEET; THENCE EAST 9.10 FEET; THENCE SOUTH 0.72 FEET; THENCE EAST 20.33 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF STATE STREET; THENCE S00°09'53"W ALONG SAID WEST RIGHT OF WAY LINE 62.26 FEET; THENCE WEST 50.47 FEET; THENCE SOUTH 1.14 FEET; THENCE WEST 30.20 FEET; THENCE SOUTH 2.64 FEET; THENCE WEST 6.24 FEET; THENCE SOUTH 32.42 FEET; THENCE WEST 99.80 FEET; THENCE SOUTH 12.59 FEET; THENCE WEST 15.46 FEET; THENCE SOUTH 9.89 FEET; THENCE EAST 32.63 FEET; THENCE SOUTH 8.79 FEET; THENCE S82°52'30"E 32.00 FEET; THENCE SOUTH 23.85 FEET; THENCE EAST 90.62 FEET; THENCE SOUTH 11.29 FEET; THENCE EAST 14.92 FEET; THENCE SOUTH 28.29 FEET; THENCE WEST 77.75 FEET; THENCE SOUTH 24.72 FEET; THENCE S89°57'59"W 75.56 FEET; THENCE S00°09'54"W 44.96 FEET; THENCE WEST 44.91 FEET; THENCE S68°31'24"W 24.65 FEET; THENCE S62°56'26"W 2.67 FEET; THENCE S58°45'18"W 17.14 FEET; THENCE S54°34'11"W 3.33 FEET; THENCE N36°24'57"W 6.34 FEET; THENCE S52°46'31"W 3.67 FEET; THENCE S49°42'48"W 30.40 FEET; THENCE S30°23'24"W 30.40 FEET; THENCE S27°19'41"W 3.67 FEET; THENCE S63°28'51"E 9.18 FEET; THENCE S25°58'32"W 1.85 FEET; THENCE S19°36'48"W 27.60 FEET; THENCE S13°04'32"W 2.67 FEET; THENCE S06°32'16"W 27.60 FEET; THENCE SOUTH 77.08 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF 100 SOUTH STREET; THENCE S89°58'06"W ALONG SAID NORTH RIGHT OF WAY LINE 59.59 FEET; THENCE NORTH 108.03 FEET; THENCE WEST 4.17 FEET; THENCE NORTH 17.78 FEET; THENCE WEST 14.11 FEET; THENCE NORTH 2.27 FEET; THENCE WEST 20.08 FEET; THENCE SOUTH 24.77 FEET; THENCE WEST 12.65 FEET; THENCE NORTH 6.08 FEET; THENCE WEST 9.36 FEET; THENCE NORTH 9.83 FEET; THENCE EAST 13.34 FEET; THENCE NORTH 9.00 FEET; THENCE WEST 26.39 FEET; THENCE SOUTH 8.95 FEET; THENCE WEST 34.02 FEET; THENCE SOUTH 96.63 FEET; THENCE EAST 3.74 FEET TO A 207.50 FOOT NON-TANGENT RADIUS CURVE TO THE LEFT, RADIUS POINT BEARS N70°33'17"E; THENCE ALONG SAID ARC 15.55 FEET (CHORD BEARS S21°35'33"E 15.55 FEET); THENCE WEST 1.53 FEET; THENCE SOUTH 8.25 FEET TO A POINT ON SAID NORTH RIGHT OF WAY LINE; THENCE S89°58'06"W ALONG SAID NORTH RIGHT OF WAY LINE 94.03 FEET; THENCE NORTH 38.84 FEET; THENCE N89°38'34"W 1.80 FEET; THENCE NORTH 32.00 FEET; THENCE S89°59'02"W 81.54 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF MAIN STREET; THENCE N00°09'35"E ALONG SAID EAST RIGHT OF WAY

LINE 43.71 FEET; THENCE S89°58'17"W 1.00 FEET; THENCE N00°09'35"E 62.54 FEET; THENCE S89°58'21"W 1.00 FEET; THENCE N00°09'35"E 218.16 FEET; THENCE S89°58'44"W 1.10 FEET; THENCE N00°09'35"E 180.78 FEET; THENCE N89°59'16"E 200.43 FEET; THENCE N00°09'35"E 84.41 FEET TO A POINT ON SAID SOUTH RIGHT OF WAY LINE AND THE POINT OF BEGINNING.

LESS AND EXCEPTING:

BEGINNING AT A POINT THAT IS N89°59'16"E 239.33 FEET AND SOUTH 30.63 FEET FROM THE NORTHWEST CORNER OF BLOCK 75, PLAT "A", SALT LAKE CITY SURVEY, SECTION 6, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN AT THE SALT LAKE CITY DATUM ELEVATION OF 4338.06 TO ELEVATION 4356.00 AND RUNNING THENCE EAST 102.90 FEET; THENCE SOUTH 51.56 FEET; THENCE WEST 32.56 FEET; THENCE SOUTH 10.09 FEET; THENCE WEST 15.55 FEET; THENCE SOUTH 34.50 FEET; THENCE EAST 4.12 FEET; THENCE SOUTH 6.16 FEET; THENCE WEST 11.77 FEET; THENCE NORTH 46.94 FEET; THENCE WEST 47.15 FEET; THENCE NORTH 55.37 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH (BLOCK 75 LEVEL 3 - REVISED 12-14-09):

BEGINNING AT A POINT THAT IS N89°59'16"E 196.33 FEET FROM THE NORTHWEST CORNER OF BLOCK 75, PLAT "A", SALT LAKE CITY SURVEY, SECTION 6, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN SAID POINT ALSO BEING A POINT ON THE SOUTH RIGHT OF WAY LINE OF SOUTH TEMPLE STREET AT THE SALT LAKE CITY DATUM ELEVATION OF 4356.00 TO ELEVATION 4374.00 AND RUNNING THENCE N89°59'16"E ALONG SAID SOUTH RIGHT OF WAY LINE 210.75 FEET; THENCE S00°01'17"W 165.10 FEET; THENCE N89°58'54"E 88.29 FEET; THENCE N00°09'54"E 26.63 FEET; THENCE N89°55'01"E 164.59 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF STATE STREET; THENCE S00°09'53"W ALONG SAID WEST RIGHT OF WAY LINE 106.92 FEET; THENCE WEST 206.17 FEET; THENCE SOUTH 34.51 FEET; THENCE WEST 10.85 FEET; THENCE SOUTH 80.42 FEET; THENCE EAST 184.75 FEET; THENCE SOUTH 24.42 FEET; THENCE WEST 77.75 FEET; THENCE SOUTH 24.72 FEET; THENCE S89°57'59"W 75.56 FEET; THENCE S00°09'54"W 44.96 FEET; THENCE WEST 44.91 FEET; THENCE S68°31'24"W 24.65 FEET; THENCE S62°56'26"W 2.67 FEET; THENCE S58°45'18"W 17.14 FEET; THENCE S54°34'11"W 3.33 FEET; THENCE N36°24'57"W 6.34 FEET; THENCE S52°46'31"W 3.67 FEET; THENCE S49°42'48"W 30.40 FEET; THENCE S30°23'24"W 30.40 FEET; THENCE S27°19'41"W 3.67 FEET; THENCE S63°28'51"E 9.18 FEET; THENCE S25°58'32"W 1.85 FEET; THENCE S19°36'48"W 27.60 FEET; THENCE S13°04'32"W 2.67 FEET; THENCE S06°32'16"W 27.60 FEET; THENCE SOUTH 77.08 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF 100 SOUTH STREET; THENCE S89°58'06"W ALONG SAID NORTH RIGHT OF WAY LINE 59.59 FEET; THENCE NORTH 108.03 FEET; THENCE WEST 4.17 FEET; THENCE NORTH 24.75 FEET; THENCE EAST 21.67 FEET TO A 185.00 FOOT NON-TANGENT RADIUS CURVE TO THE RIGHT, RADIUS POINT BEARS S69°42'56"E; THENCE ALONG SAID ARC 67.64 FEET (CHORD BEARS

N30°45'34"E 67.27 FEET); THENCE N30°00'00"W 40.00 FEET; THENCE N81°00'00"W 43.83 FEET; THENCE N09°00'00"E 1.83 FEET; THENCE N81°00'00"W 16.79 FEET; THENCE S09°00'00"W 2.08 FEET TO A 1557.17 FOOT NON-TANGENT RADIUS CURVE TO THE LEFT, RADIUS POINT BEARS S08°25'30"W; THENCE ALONG SAID ARC 222.90 FEET (CHORD BEARS N85°40'32"W 222.71 FEET); THENCE SOUTH 0.48 FEET; THENCE WEST 8.79 FEET; THENCE NORTH 2.49 FEET; THENCE WEST 10.33 FEET; THENCE SOUTH 3.79 FEET; THENCE WEST 7.75 FEET; THENCE SOUTH 55.90 FEET; THENCE EAST 2.83 FEET; THENCE SOUTH 29.98 FEET; THENCE WEST 1.15 FEET; THENCE SOUTH 27.06 FEET; THENCE EAST 2.69 FEET; THENCE NORTH 3.58 FEET; THENCE EAST 43.23 FEET; THENCE SOUTH 3.21 FEET; THENCE EAST 9.05 FEET; THENCE SOUTH 5.86 FEET; THENCE S45°00'00"E 5.10 FEET; THENCE EAST 31.11 FEET; THENCE SOUTH 54.07 FEET; THENCE WEST 0.56 FEET; THENCE SOUTH 73.47 FEET TO A POINT ON SAID NORTH RIGHT OF WAY LINE; THENCE S89°58'06"W ALONG SAID NORTH RIGHT OF WAY LINE 7.38 FEET; THENCE NORTH 38.84 FEET; THENCE N89°38'34"W 1.80 FEET; THENCE NORTH 32.00 FEET; THENCE S89°59'02"W 81.54 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF MAIN STREET; THENCE N00°09'35"E ALONG SAID EAST RIGHT OF WAY LINE 43.71 FEET; THENCE S89°58'17"W 1.00 FEET; THENCE N00°09'35"E 62.54 FEET; THENCE S89°58'21"W 1.00 FEET; THENCE N00°09'35"E 218.16 FEET; THENCE S89°58'44"W 1.10 FEET; THENCE N00°09'35"E 180.78 FEET; THENCE N89°59'16"E 200.43 FEET; THENCE N00°09'35"E 84.41 FEET TO A POINT ON SAID SOUTH RIGHT OF WAY LINE AND THE POINT OF BEGINNING.

LESS AND EXCEPTING:

BEGINNING AT A POINT THAT IS N89°59'16"E 240.76 FEET AND SOUTH 30.01 FEET FROM THE NORTHWEST CORNER OF BLOCK 75, PLAT "A", SALT LAKE CITY SURVEY, SECTION 6, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN AT THE SALT LAKE CITY DATUM ELEVATION OF 4356.00 TO ELEVATION 4374.00 AND RUNNING THENCE EAST 22.67 FEET; THENCE NORTH 2.67 FEET; THENCE EAST 54.62 FEET; THENCE SOUTH 2.67 FEET; THENCE EAST 22.67 FEET; THENCE SOUTH 103.29 FEET; THENCE WEST 54.25 FEET; THENCE NORTH 47.29 FEET; THENCE WEST 45.71 FEET; THENCE NORTH 56.00 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH (BLOCK 75 LEVEL 4 – REVISED 12-14-09):

BEGINNING AT A POINT THAT IS N89°59'16"E 196.33 FEET FROM THE NORTHWEST CORNER OF BLOCK 75, PLAT "A", SALT LAKE CITY SURVEY, SECTION 6, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN SAID POINT ALSO BEING A POINT ON THE SOUTH RIGHT OF WAY LINE OF SOUTH TEMPLE STREET AT THE SALT LAKE CITY DATUM ELEVATION OF 4374.00 TO ELEVATION 4386.00 AND RUNNING THENCE N89°59'16"E ALONG SAID SOUTH RIGHT OF WAY LINE 210.75 FEET; THENCE S00°01'17"W 165.10 FEET; THENCE N89°58'54"E 88.29 FEET; THENCE N00°09'54"E 26.63 FEET; THENCE N89°55'01"E 164.59 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF STATE STREET; THENCE

S00°09'53"W ALONG SAID WEST RIGHT OF WAY LINE 106.92 FEET; THENCE WEST 206.17 FEET; THENCE SOUTH 34.51 FEET; THENCE WEST 10.85 FEET; THENCE SOUTH 80.42 FEET; THENCE EAST 184.75 FEET; THENCE SOUTH 24.42 FEET; THENCE WEST 77.75 FEET; THENCE SOUTH 24.72 FEET; THENCE S89°57'59"W 75.56 FEET; THENCE S00°09'54"W 44.96 FEET; THENCE WEST 44.91 FEET; THENCE S68°31'24"W 24.65 FEET; THENCE S62°56'26"W 2.67 FEET; THENCE S58°45'18"W 17.14 FEET; THENCE S54°34'11"W 3.33 FEET; THENCE N36°24'57"W 6.34 FEET; THENCE S52°46'31"W 3.67 FEET; THENCE S49°42'48"W 30.40 FEET; THENCE S30°23'24"W 30.40 FEET; THENCE S27°19'41"W 3.67 FEET; THENCE S63°28'51"E 9.18 FEET; THENCE S25°58'32"W 1.85 FEET; THENCE S19°36'48"W 27.60 FEET; THENCE S13°04'32"W 2.67 FEET; THENCE S06°32'16"W 27.60 FEET; THENCE SOUTH 77.08 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF 100 SOUTH STREET; THENCE S89°58'06"W ALONG SAID NORTH RIGHT OF WAY LINE 59.59 FEET; THENCE NORTH 132.78 FEET; THENCE WEST 0.33 FEET; THENCE NORTH 1.92 FEET; THENCE WEST 15.56 FEET; THENCE NORTH 27.44 FEET; THENCE WEST 32.01 FEET; THENCE SOUTH 2.83 FEET; THENCE WEST 36.32 FEET; THENCE SOUTH 15.25 FEET; THENCE WEST 20.46 FEET; THENCE NORTH 20.35 FEET; THENCE WEST 80.91 FEET; THENCE SOUTH 91.05 FEET; THENCE WEST 0.56 FEET; THENCE SOUTH 73.47 FEET TO A POINT ON SAID NORTH RIGHT OF WAY LINE; THENCE S89°58'06"W ALONG SAID NORTH RIGHT OF WAY LINE 7.38 FEET; THENCE NORTH 38.84 FEET; THENCE N89°38'34"W 1.80 FEET; THENCE NORTH 32.00 FEET; THENCE S89°59'02"W 81.54 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF MAIN STREET; THENCE N00°09'35"E ALONG SAID EAST RIGHT OF WAY LINE 43.71 FEET; THENCE S89°58'17"W 1.00 FEET; THENCE N00°09'35"E 62.54 FEET; THENCE S89°58'21"W 1.00 FEET; THENCE N00°09'35"E 218.16 FEET; THENCE S89°58'44"W 1.10 FEET; THENCE N00°09'35"E 180.78 FEET; THENCE N89°59'16"E 200.43 FEET; THENCE N00°09'35"E 84.41 FEET TO A POINT ON SAID SOUTH RIGHT OF WAY LINE AND THE POINT OF BEGINNING.

LESS AND EXCEPTING:

BEGINNING AT A POINT THAT IS N89°59'16"E 240.76 FEET AND SOUTH 30.01 FEET FROM THE NORTHWEST CORNER OF BLOCK 75, PLAT "A", SALT LAKE CITY SURVEY, SECTION 6, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN AT THE SALT LAKE CITY DATUM ELEVATION OF 4374.00 TO ELEVATION 4386.00 AND RUNNING THENCE EAST 22.67 FEET; THENCE NORTH 2.67 FEET; THENCE EAST 54.62 FEET; THENCE SOUTH 2.67 FEET; THENCE EAST 22.67 FEET; THENCE SOUTH 103.29 FEET; THENCE WEST 54.25 FEET; THENCE NORTH 47.29 FEET; THENCE WEST 45.71 FEET; THENCE NORTH 56.00 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH (BLOCK 75 LEVEL 5 & ABOVE – REVISED 12-29-09):

BEGINNING AT A POINT THAT IS N89°59'16"E 196.33 FEET FROM THE NORTHWEST CORNER OF BLOCK 75, PLAT "A", SALT LAKE CITY SURVEY, SECTION 6, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN SAID POINT ALSO BEING A POINT ON THE SOUTH RIGHT OF WAY LINE OF SOUTH

TEMPLE STREET AT THE SALT LAKE CITY DATUM ELEVATION OF 4386.00 AND ABOVE AND RUNNING THENCE N89°59'16"E ALONG SAID SOUTH RIGHT OF WAY LINE 210.75 FEET; THENCE S00°01'17"W 165.10 FEET; THENCE N89°58'54"E 88.29 FEET; THENCE N00°09'54"E 26.63 FEET; THENCE N89°55'01"E 164.59 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF STATE STREET; THENCE S00°09'53"W ALONG SAID WEST RIGHT OF WAY LINE 106.92 FEET; THENCE WEST 206.17 FEET; THENCE SOUTH 34.51 FEET; THENCE WEST 10.85 FEET; THENCE SOUTH 80.42 FEET; THENCE EAST 184.75 FEET; THENCE SOUTH 24.42 FEET; THENCE WEST 77.75 FEET; THENCE SOUTH 24.72 FEET; THENCE S89°57'59"W 75.56 FEET; THENCE S00°09'54"W 44.96 FEET; THENCE WEST 44.91 FEET; THENCE S68°31'24"W 24.65 FEET; THENCE S62°56'26"W 2.67 FEET; THENCE S58°45'18"W 17.14 FEET; THENCE S54°34'11"W 3.33 FEET; THENCE N36°24'57"W 6.34 FEET; THENCE S52°46'31"W 3.67 FEET; THENCE S49°42'48"W 30.40 FEET; THENCE S30°23'24"W 30.40 FEET; THENCE S27°19'41"W 3.67 FEET; THENCE S63°28'51"E 9.18 FEET; THENCE S25°58'32"W 1.85 FEET; THENCE S19°36'48"W 27.60 FEET; THENCE S13°04'32"W 2.67 FEET; THENCE S06°32'16"W 27.60 FEET; THENCE SOUTH 77.08 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF 100 SOUTH STREET; THENCE S89°58'06"W ALONG SAID NORTH RIGHT OF WAY LINE 59.59 FEET; THENCE NORTH 132.45 FEET; THENCE WEST 34.17 FEET; THENCE NORTH 31.96 FEET; THENCE WEST 151.42 FEET; THENCE SOUTH 91.05 FEET; THENCE WEST 0.56 FEET; THENCE SOUTH 73.47 FEET TO A POINT ON SAID NORTH RIGHT OF WAY LINE; THENCE S89°58'06"W ALONG SAID NORTH RIGHT OF WAY LINE 7.38 FEET; THENCE NORTH 38.84 FEET; THENCE N89°38'34"W 1.80 FEET; THENCE NORTH 32.00 FEET; THENCE S89°59'02"W 81.54 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF MAIN STREET; THENCE N00°09'35"E ALONG SAID EAST RIGHT OF WAY LINE 43.71 FEET; THENCE S89°58'17"W 1.00 FEET; THENCE N00°09'35"E 62.54 FEET; THENCE S89°58'21"W 1.00 FEET; THENCE N00°09'35"E 218.16 FEET; THENCE S89°58'44"W 1.10 FEET; THENCE N00°09'35"E 180.78 FEET; THENCE N89°59'16"E 200.43 FEET; THENCE N00°09'35"E 84.41 FEET TO A POINT ON SAID SOUTH RIGHT OF WAY LINE AND THE POINT OF BEGINNING.

LESS AND EXCEPTING THE FOLLOWING TWO AREAS:

AREA 1:

BEGINNING AT A POINT THAT IS N89°59'16"E 240.76 FEET AND SOUTH 30.01 FEET FROM THE NORTHWEST CORNER OF BLOCK 75, PLAT "A", SALT LAKE CITY SURVEY, SECTION 6, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN AT THE SALT LAKE CITY DATUM ELEVATION OF 4386.00 AND ABOVE AND RUNNING THENCE EAST 22.67 FEET; THENCE NORTH 2.67 FEET; THENCE EAST 54.62 FEET; THENCE SOUTH 2.67 FEET; THENCE EAST 22.67 FEET; THENCE SOUTH 103.29 FEET; THENCE WEST 54.25 FEET; THENCE NORTH 47.29 FEET; THENCE WEST 45.71 FEET; THENCE NORTH 56.00 FEET TO THE POINT OF BEGINNING.

AREA 2:

BEGINNING AT A POINT THAT IS N89°59'16"E 258.67 FEET AND SOUTH 497.89 FEET FROM THE NORTHWEST CORNER OF BLOCK 75, PLAT "A", SALT LAKE

CITY SURVEY, SECTION 6, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN AT THE SALT LAKE CITY DATUM ELEVATION OF 4386.00 AND ABOVE AND RUNNING THENCE SOUTH 26.32 FEET; THENCE WEST 11.29 FEET; THENCE NORTH 26.32 FEET; THENCE EAST 11.29 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH (BLOCK 75 SUB LEVEL ELEVATION 99'-7-1/4" – REVISED 12-7-09):

BEGINNING AT A POINT THAT IS N89°59'16"E 422.64 FEET AND SOUTH 291.63 FEET FROM THE NORTHWEST CORNER OF BLOCK 75, PLAT "A", SALT LAKE CITY SURVEY, SECTION 6, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN AT THE SALT LAKE CITY DATUM ELEVATION OF 4319.60 TO ELEVATION 4320.06 AND RUNNING THENCE SOUTH 105.33 FEET; THENCE N29°56'44"W 30.89 FEET; THENCE N60°00'00"E 11.43 FEET TO A 151.12 FOOT NON-TANGENT CURVE TO THE LEFT, RADIUS POINT BEARS S71°35'41"W; THENCE ALONG SAID ARC 68.14 FEET (CHORD BEARS N05°29'14"W 67.57 FEET); THENCE N65°00'00"E 13.23 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH (BLOCK 75 SUB LEVEL ELEVATION 99'-7" – 1-07-10):

BEGINNING AT A POINT THAT IS S00°09'35"W 84.41 FEET FROM THE NORTHWEST CORNER OF LOT 5, BLOCK 75, PLAT "A", SALT LAKE CITY SURVEY, SECTION 6, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN AT THE SALT LAKE CITY DATUM ELEVATION 4319.58 TO ELEVATION 4320.06 AND RUNNING THENCE N89°59'16"E 196.33 FEET; THENCE S00°09'35"W 1.58 FEET; THENCE EAST 90.38 FEET; THENCE SOUTH 76.94 FEET; THENCE EAST 0.10 FEET; THENCE SOUTH 104.23 FEET; THENCE WEST 290.32 FEET; THENCE N00°09'35"E 1.93 FEET; THENCE S89°58'44"W 1.10 FEET; THENCE N00°09'35"E 180.78 FEET; THENCE N89°59'16"E 4.10 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH (BLOCK 75 SUB LEVEL ELEVATION 97'-0" – REVISED 10-26-09):

BEGINNING AT A POINT THAT IS N89°59'16"E 342.95 FEET AND SOUTH 160.28 FEET FROM THE NORTHWEST CORNER OF BLOCK 75, PLAT "A", SALT LAKE CITY SURVEY, SECTION 6, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN AT THE SALT LAKE CITY DATUM ELEVATION OF 4317.00 TO ELEVATION 4320.06 AND RUNNING THENCE EAST 41.44 FEET; THENCE SOUTH 9.34 FEET; THENCE EAST 16.08 FEET; THENCE SOUTH 12.50 FEET; THENCE WEST 3.75 FEET; THENCE SOUTH 9.00 FEET; THENCE EAST 24.75 FEET; THENCE SOUTH 101.05 FEET; THENCE S65°00'00"W 11.94 FEET TO A 151.12 FOOT NON-TANGENT CURVE TO THE RIGHT, RADIUS POINT BEARS S71°35'41"W; THENCE ALONG SAID ARC 68.14 FEET (CHORD BEARS S05°29'14"E 67.57 FEET); THENCE S60°00'00"W 11.43 FEET; THENCE S29°56'44"E 30.89 FEET; THENCE SOUTH 15.46 FEET; THENCE EAST 51.44 FEET; THENCE S00°09'54"W 56.83 FEET; THENCE N89°58'23"E 5.00 FEET; THENCE S00°09'54"W 13.01 FEET; THENCE S89°58'21"W 60.82 FEET; THENCE NORTH 15.64 FEET; THENCE WEST 54.75 FEET; THENCE SOUTH 32.65 FEET; THENCE WEST 3.00

FEET; THENCE NORTH 2.67 FEET; THENCE WEST 121.67 FEET; THENCE SOUTH 29.33 FEET; THENCE WEST 147.00 FEET; THENCE NORTH 29.33 FEET; THENCE WEST 85.04 FEET; THENCE NORTH 9.04 FEET; THENCE WEST 9.96 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF MAIN STREET; THENCE N00°09'35"E ALONG SAID EAST RIGHT OF WAY LINE 4.15 FEET; THENCE S89°58'21"W 1.00 FEET; THENCE N00°09'35"E 216.23 FEET; THENCE EAST 290.32 FEET; THENCE NORTH 0.38 FEET; THENCE EAST 24.21 FEET; THENCE S04°57'59"E 6.21 FEET; THENCE N85°00'00"E 32.08 FEET; THENCE N26°00'00"E 8.55 FEET; THENCE N09°30'00"E 15.71 FEET; THENCE N19°35'03"W 28.10 FEET; THENCE N70°30'00"E 19.52 FEET; THENCE NORTH 8.20 FEET; THENCE WEST 15.66 FEET; THENCE NORTH 45.58 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPTING FROM THIS SUB LEVEL THE FOLLOWING 7 AREAS –
REVISED 10-26-09

AREA 1:

BEGINNING AT A POINT THAT IS N89°59'16"E 22.64 FEET AND SOUTH 388.28 FEET FROM THE NORTHWEST CORNER OF BLOCK 75, PLAT "A", SALT LAKE CITY SURVEY, SECTION 6, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN AT THE SALT LAKE CITY DATUM ELEVATION OF 4317.00 TO ELEVATION 4320.06 AND RUNNING THENCE EAST 6.50 FEET; THENCE SOUTH 9.00 FEET; THENCE WEST 6.50 FEET; THENCE NORTH 9.00 FEET TO THE POINT OF BEGINNING.

AREA 2:

BEGINNING AT A POINT THAT IS N89°59'16"E 63.80 FEET AND SOUTH 377.05 FEET FROM THE NORTHWEST CORNER OF BLOCK 75, PLAT "A", SALT LAKE CITY SURVEY, SECTION 6, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN AT THE SALT LAKE CITY DATUM ELEVATION OF 4317.00 TO ELEVATION 4320.06 AND RUNNING THENCE EAST 16.33 FEET; THENCE SOUTH 8.67 FEET; THENCE WEST 16.33 FEET; THENCE NORTH 8.67 FEET TO THE POINT OF BEGINNING.

AREA 3:

BEGINNING AT A POINT THAT IS N89°59'16"E 123.80 FEET AND SOUTH 380.99 FEET FROM THE NORTHWEST CORNER OF BLOCK 75, PLAT "A", SALT LAKE CITY SURVEY, SECTION 6, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN AT THE SALT LAKE CITY DATUM ELEVATION OF 4317.00 TO ELEVATION 4320.06 AND RUNNING THENCE EAST 17.17 FEET; THENCE SOUTH 8.67 FEET; THENCE WEST 17.17 FEET; THENCE NORTH 8.67 FEET TO THE POINT OF BEGINNING.

AREA 4:

BEGINNING AT A POINT THAT IS N89°59'16"E 162.30 FEET AND SOUTH 377.07 FEET FROM THE NORTHWEST CORNER OF BLOCK 75, PLAT "A", SALT LAKE CITY SURVEY, SECTION 6, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE

BASE AND MERIDIAN AT THE SALT LAKE CITY DATUM ELEVATION OF 4317.00 TO ELEVATION 4320.06 AND RUNNING THENCE EAST 7.83 FEET; THENCE SOUTH 7.17 FEET; THENCE WEST 7.83 FEET; THENCE NORTH 7.17 FEET TO THE POINT OF BEGINNING.

AREA 5:

BEGINNING AT A POINT THAT IS N89°59'16"E 183.80 FEET AND SOUTH 384.56 FEET FROM THE NORTHWEST CORNER OF BLOCK 75, PLAT "A", SALT LAKE CITY SURVEY, SECTION 6, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN AT THE SALT LAKE CITY DATUM ELEVATION OF 4317.00 TO ELEVATION 4320.06 AND RUNNING THENCE EAST 17.17 FEET; THENCE SOUTH 8.67 FEET; THENCE WEST 17.17 FEET; THENCE NORTH 8.67 FEET TO THE POINT OF BEGINNING.

AREA 6:

BEGINNING AT A POINT THAT IS N89°59'16"E 232.30 FEET AND SOUTH 393.59 FEET FROM THE NORTHWEST CORNER OF BLOCK 75, PLAT "A", SALT LAKE CITY SURVEY, SECTION 6, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN AT THE SALT LAKE CITY DATUM ELEVATION OF 4317.00 TO ELEVATION 4320.06 AND RUNNING THENCE EAST 7.17 FEET; THENCE SOUTH 9.17 FEET; THENCE WEST 7.17 FEET; THENCE NORTH 9.17 FEET TO THE POINT OF BEGINNING.

AREA 7:

BEGINNING AT A POINT THAT IS N89°59'16"E 243.80 FEET AND SOUTH 393.59 FEET FROM THE NORTHWEST CORNER OF BLOCK 75, PLAT "A", SALT LAKE CITY SURVEY, SECTION 6, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN AT THE SALT LAKE CITY DATUM ELEVATION OF 4317.00 TO ELEVATION 4320.06 AND RUNNING THENCE EAST 7.17 FEET; THENCE SOUTH 9.17 FEET; THENCE WEST 7.17 FEET; THENCE NORTH 9.17 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH (BLOCK 75 SUB LEVEL ELEVATION 96'-10-5/8" (4-16-10):

BEGINNING AT A POINT S00°09'53"W 409.17 FEET FROM THE NORTHEAST CORNER OF BLOCK 75, PLAT "A", SALT LAKE CITY SURVEY, SECTION 6, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN AT THE SALT LAKE CITY DATUM ELEVATION OF 4316.88 TO ELEVATION 4320.06, SAID POINT ALSO BEING A POINT ON THE WEST RIGHT OF WAY LINE OF STATE STREET AND RUNNING THENCE S00°09'53"W ALONG SAID WEST RIGHT OF WAY LINE 30.25 FEET; THENCE WEST 121.75 FEET; THENCE N33°42'48"W 0.71 FEET; THENCE S55°55'42"W 34.38 FEET; THENCE WEST 34.53 FEET; THENCE N00°09'54"E 48.81 FEET; THENCE N89°57'59"E 185.10 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH (BLOCK 75 SUB LEVEL ELEVATION 96'-8-1/4" -- REVISED 6-30-09):

BEGINNING AT A POINT THAT IS N89°59'16"E 6.60 FEET AND SOUTH 487.50 FEET FROM THE NORTHWEST CORNER OF BLOCK 75, PLAT "A", SALT LAKE CITY SURVEY, SECTION 6, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN AT THE SALT LAKE CITY DATUM ELEVATION OF 4316.69 TO ELEVATION 4320.06 AND RUNNING THENCE SOUTH 9.04 FEET; THENCE WEST 9.98 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF MAIN STREET; THENCE N00°09'35"E ALONG SAID EAST RIGHT OF WAY LINE 9.04 FEET; THENCE EAST 9.96 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH THE FOLLOWING 7 AREAS THAT COMPRISE BLOCK 75 SUB LEVEL ELEVATION 95'-0" – REVISED 10-26-09:

AREA 1:

BEGINNING AT A POINT THAT IS N89°59'16"E 22.64 FEET AND SOUTH 388.28 FEET FROM THE NORTHWEST CORNER OF BLOCK 75, PLAT "A", SALT LAKE CITY SURVEY, SECTION 6, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN AT THE SALT LAKE CITY DATUM ELEVATION OF 4315.00 TO ELEVATION 4320.06 AND RUNNING THENCE EAST 6.50 FEET; THENCE SOUTH 9.00 FEET; THENCE WEST 6.50 FEET; THENCE NORTH 9.00 FEET TO THE POINT OF BEGINNING.

AREA 2:

BEGINNING AT A POINT THAT IS N89°59'16"E 63.80 FEET AND SOUTH 377.05 FEET FROM THE NORTHWEST CORNER OF BLOCK 75, PLAT "A", SALT LAKE CITY SURVEY, SECTION 6, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN AT THE SALT LAKE CITY DATUM ELEVATION OF 4315.00 TO ELEVATION 4320.06 AND RUNNING THENCE EAST 16.33 FEET; THENCE SOUTH 8.67 FEET; THENCE WEST 16.33 FEET; THENCE NORTH 8.67 FEET TO THE POINT OF BEGINNING.

AREA 3:

BEGINNING AT A POINT THAT IS N89°59'16"E 123.80 FEET AND SOUTH 380.99 FEET FROM THE NORTHWEST CORNER OF BLOCK 75, PLAT "A", SALT LAKE CITY SURVEY, SECTION 6, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN AT THE SALT LAKE CITY DATUM ELEVATION OF 4315.00 TO ELEVATION 4320.06 AND RUNNING THENCE EAST 17.17 FEET; THENCE SOUTH 8.67 FEET; THENCE WEST 17.17 FEET; THENCE NORTH 8.67 FEET TO THE POINT OF BEGINNING.

AREA 4:

BEGINNING AT A POINT THAT IS N89°59'16"E 162.30 FEET AND SOUTH 377.07 FEET FROM THE NORTHWEST CORNER OF BLOCK 75, PLAT "A", SALT LAKE CITY SURVEY, SECTION 6, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN AT THE SALT LAKE CITY DATUM ELEVATION OF 4315.00 TO ELEVATION 4320.06 AND RUNNING THENCE EAST 7.83 FEET;

THENCE SOUTH 7.17 FEET; THENCE WEST 7.83 FEET; THENCE NORTH 7.17 FEET TO THE POINT OF BEGINNING.

AREA 5:

BEGINNING AT A POINT THAT IS N89°59'16"E 183.80 FEET AND SOUTH 384.56 FEET FROM THE NORTHWEST CORNER OF BLOCK 75, PLAT "A", SALT LAKE CITY SURVEY, SECTION 6, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN AT THE SALT LAKE CITY DATUM ELEVATION OF 4315.00 TO ELEVATION 4320.06 AND RUNNING THENCE EAST 17.17 FEET; THENCE SOUTH 8.67 FEET; THENCE WEST 17.17 FEET; THENCE NORTH 8.67 FEET TO THE POINT OF BEGINNING.

AREA 6:

BEGINNING AT A POINT THAT IS N89°59'16"E 232.30 FEET AND SOUTH 393.59 FEET FROM THE NORTHWEST CORNER OF BLOCK 75, PLAT "A", SALT LAKE CITY SURVEY, SECTION 6, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN AT THE SALT LAKE CITY DATUM ELEVATION OF 4315.00 TO ELEVATION 4320.06 AND RUNNING THENCE EAST 7.17 FEET; THENCE SOUTH 9.17 FEET; THENCE WEST 7.17 FEET; THENCE NORTH 9.17 FEET TO THE POINT OF BEGINNING.

AREA 7:

BEGINNING AT A POINT THAT IS N89°59'16"E 243.80 FEET AND SOUTH 393.59 FEET FROM THE NORTHWEST CORNER OF BLOCK 75, PLAT "A", SALT LAKE CITY SURVEY, SECTION 6, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN AT THE SALT LAKE CITY DATUM ELEVATION OF 4315.00 TO ELEVATION 4320.06 AND RUNNING THENCE EAST 7.17 FEET; THENCE SOUTH 9.17 FEET; THENCE WEST 7.17 FEET; THENCE NORTH 9.17 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH (BLOCK 75 SUB LEVEL 91'-8" – REVISED 9-18-09):

BEGINNING AT A POINT THAT IS N89°59'16"E 418.05 FEET AND SOUTH 466.65 FEET FROM THE NORTHWEST CORNER OF BLOCK 75, PLAT "A", SALT LAKE CITY SURVEY, SECTION 6, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN AT THE SALT LAKE CITY DATUM ELEVATION OF 4311.67 TO ELEVATION 4320.06 AND RUNNING THENCE SOUTH 15.64 FEET; THENCE S89°58'21"W 9.72 FEET; THENCE S00°09'54"W 164.34 FEET; THENCE WEST 134.14 FEET; THENCE SOUTH 13.78 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF 100 SOUTH STREET; THENCE S89°58'06"W ALONG SAID NORTH RIGHT OF WAY LINE 78.40 FEET; THENCE NORTH 44.04 FEET; THENCE EAST 11.11 FEET; THENCE NORTH 29.89 FEET; THENCE WEST 9.30 FEET; THENCE NORTH 45.45 FEET; THENCE WEST 4.38 FEET; THENCE NORTH 4.03 FEET; THENCE EAST 43.21 FEET; THENCE SOUTH 20.05 FEET; THENCE EAST 20.00 FEET; THENCE NORTH 1.14 FEET; THENCE EAST 13.73 FEET; THENCE NORTH 19.77 FEET; THENCE WEST 5.69 FEET; THENCE NORTH 3.50 FEET; THENCE WEST 76.71 FEET; THENCE SOUTH 8.39 FEET; THENCE

WEST 21.17 FEET; THENCE SOUTH 78.66 FEET TO A 50.00 FOOT NON-TANGENT RADIUS CURVE TO THE LEFT, RADIUS POINT BEARS N89°59'23"E; THENCE ALONG SAID ARC 16.39 FEET (CHORD BEARS S09°24'02"E 16.32 FEET) TO A 208.50 FOOT NON-TANGENT CURVE TO THE LEFT, RADIUS POINT BEARS N71°12'33"E; THENCE ALONG SAID ARC 14.99 FEET (CHORD BEARING S20°51'03"E 14.99 FEET); THENCE S23°18'56"E 2.95 FEET; THENCE SOUTH 7.91 FEET TO A POINT ON SAID NORTH RIGHT OF WAY LINE; THENCE S89°58'06"W ALONG SAID NORTH RIGHT OF WAY LINE 94.61 FEET; THENCE NORTH 38.84 FEET; THENCE N89°38'34"W 1.80 FEET; THENCE NORTH 32.00 FEET; THENCE S89°59'02"W 81.54 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF MAIN STREET; THENCE N00°09'35"E ALONG SAID EAST RIGHT OF WAY LINE 43.71 FEET; THENCE S89°58'17"W 1.00 FEET; THENCE N00°09'35"E 49.35 FEET; THENCE EAST 95.02 FEET; THENCE SOUTH 29.33 FEET; THENCE EAST 147.00 FEET; THENCE NORTH 29.33 FEET; THENCE EAST 121.67 FEET; THENCE SOUTH 2.67 FEET; THENCE EAST 3.00 FEET; THENCE NORTH 32.65 FEET; THENCE EAST 54.75 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH (BLOCK 75 SUB LEVEL ELEVATION 91'-0" – REVISED 6-30-09):

BEGINNING AT A POINT THAT IS N89°59'16"E 407.86 FEET AND SOUTH 646.63 FEET FROM THE NORTHWEST CORNER OF BLOCK 75, PLAT "A", SALT LAKE CITY SURVEY, SECTION 6, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN AT THE SALT LAKE CITY DATUM ELEVATION OF 4311.00 TO ELEVATION 4320.06 AND RUNNING THENCE S00°09'54"W 13.71 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF 100 SOUTH STREET; THENCE S89°58'06"W ALONG SAID NORTH RIGHT OF WAY LINE 134.10 FEET; THENCE NORTH 13.78 FEET; THENCE EAST 134.14 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH (BLOCK 75-ADDITIONAL BUILDING "H" AREA- REVISED 12-29-09) (FROM THE TOP OF LEVEL 1(ELEVATION 118'-0-3/4") TO THE CONCRETE ON THE SECOND FLOOR OF BUILDING "H" (ELEVATION 130'-8"))

BEGINNING AT A POINT THAT IS S89°58'06"W 250.64 FEET FROM THE SOUTHEAST CORNER OF BLOCK 75, PLAT "A", SALT LAKE CITY SURVEY, SECTION 6, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN SAID POINT ALSO BEING A POINT ON THE NORTH RIGHT OF WAY LINE OF 100 SOUTH STREET AT THE SALT LAKE CITY DATUM ELEVATION OF 4338.06 TO ELEVATION 4350.67 AND RUNNING THENCE S89°58'06"W ALONG SAID NORTH RIGHT OF WAY LINE 74.01 FEET; THENCE NORTH 77.08 FEET; THENCE N06°32'16"E 27.60 FEET; THENCE N13°04'32"E 2.67 FEET; THENCE N19°36'48"E 27.60 FEET; THENCE N25°58'32"E 1.85 FEET; THENCE N63°28'51"W 9.18 FEET; THENCE N27°19'41"E 3.67 FEET; THENCE N30°23'24"E 30.40 FEET; THENCE N49°42'48"E 30.40 FEET; THENCE N52°46'31"E 3.67 FEET; THENCE S36°24'57"E 6.34 FEET; THENCE N54°34'11"E 3.33 FEET; THENCE N58°45'18"E 17.14 FEET; THENCE N62°56'26"E 2.24 FEET; THENCE S24°52'53"E 2.59 FEET; THENCE EAST 11.57 FEET; THENCE SOUTH 16.53 FEET; THENCE S89°58'21"W 10.05 FEET; THENCE S00°09'54"W 178.05 FEET TO A POINT ON SAID NORTH RIGHT OF WAY LINE AND THE POINT OF BEGINNING.

TOGETHER WITH (BLOCK 76 - LEVEL 1 – REVISED 12-14-09):

BEGINNING AT A POINT THAT IS S00°01'22"E 131.62 FEET FROM THE NORTHWEST CORNER OF BLOCK 76, PLAT "A", SALT LAKE CITY SURVEY, SECTION 1, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN SAID POINT ALSO BEING A POINT ON THE EAST RIGHT OF WAY LINE OF WEST TEMPLE STREET AT THE SALT LAKE CITY DATUM ELEVATION OF 4319.06 TO ELEVATION 4338.06 AND RUNNING THENCE EAST 96.58 FEET; THENCE NORTH 0.59 FEET TO A 7.03 FOOT NON-TANGENT RADIUS CURVE TO THE LEFT, RADIUS POINT BEARS N00°47'06"E; THENCE ALONG THE ARC 11.03 FEET (CHORD BEARING N45°50'10"E 9.93 FEET); THENCE EAST 0.50 FEET; THENCE NORTH 58.16 FEET; THENCE WEST 1.45 FEET; THENCE NORTH 8.18 FEET TO A 3.77 FOOT NON-TANGENT RADIUS CURVE TO THE LEFT, RADIUS POINT BEARS S86°20'22"W; THENCE ALONG THE ARC 5.47 FEET (CHORD BEARING N45°15'09"W 5.00 FEET); THENCE NORTH 41.63 FEET; THENCE WEST 1.67 FEET; THENCE NORTH 0.19 FEET TO A 5.79 FOOT NON-TANGENT RADIUS CURVE TO THE LEFT, RADIUS POINT BEARS N89°50'37"W; THENCE ALONG THE ARC 9.08 FEET (CHORD BEARING N44°42'52"W 8.18 FEET); THENCE WEST 0.25 FEET; THENCE NORTH 6.62 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF SOUTH TEMPLE STREET; THENCE N89°59'41"E ALONG SAID SOUTH RIGHT OF WAY LINE 48.17 FEET; THENCE SOUTH 105.46 FEET; THENCE EAST 29.96 FEET; THENCE SOUTH 38.81 FEET; THENCE EAST 125.72 FEET; THENCE NORTH 118.39 FEET; THENCE WEST 8.95 FEET; THENCE NORTH 3.08 FEET; THENCE N28°38'10"W 25.99 FEET TO A POINT ON SAID SOUTH RIGHT OF WAY LINE OF SOUTH TEMPLE STREET; THENCE N89°59'41"E ALONG SAID SOUTH RIGHT OF WAY LINE 110.15 FEET; THENCE S28°38'10"W 26.00 FEET; THENCE SOUTH 3.08 FEET; THENCE WEST 8.95 FEET; THENCE SOUTH 118.39 FEET; THENCE EAST 129.33 FEET; THENCE NORTH 38.51 FEET; THENCE N89°54'47"E 44.59 FEET; THENCE N00°05'11"W 20.75 FEET; THENCE N89°54'49"E 123.62 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF MAIN STREET; THENCE S00°01'48"E ALONG SAID WEST RIGHT OF WAY LINE 111.42 FEET; THENCE WEST 3.89 FEET; THENCE NORTH 0.40 FEET; THENCE WEST 4.85 FEET; THENCE NORTH 0.74 FEET; THENCE WEST 24.50 FEET; THENCE SOUTH 6.38 FEET; THENCE WEST 9.04 FEET; THENCE SOUTH 6.32 FEET; THENCE EAST 16.03 FEET; THENCE SOUTH 4.91 FEET; THENCE EAST 0.17 FEET; THENCE SOUTH 4.67 FEET; THENCE EAST 3.10 FEET; THENCE NORTH 4.67 FEET; THENCE EAST 22.99 FEET TO A POINT ON SAID WEST RIGHT OF WAY LINE OF MAIN STREET; THENCE S00°01'48"E ALONG SAID WEST RIGHT OF WAY LINE 72.54 FEET; THENCE WEST 21.07 FEET; THENCE SOUTH 8.99 FEET; THENCE EAST 21.08 FEET TO A POINT ON SAID WEST RIGHT OF WAY LINE OF MAIN STREET; THENCE S00°01'48"E ALONG SAID WEST RIGHT OF WAY LINE 168.63 FEET; THENCE WEST 13.25 FEET; THENCE SOUTH 15.71 FEET; THENCE EAST 13.26 FEET TO A POINT ON SAID WEST RIGHT OF WAY LINE OF MAIN STREET; THENCE S00°01'48"E ALONG SAID WEST RIGHT OF WAY LINE 29.89 FEET; THENCE WEST 5.11 FEET; THENCE NORTH 7.25 FEET; THENCE WEST 5.13 FEET; THENCE S45°00'00"W 2.36 FEET; THENCE WEST 18.19 FEET; THENCE S45°00'00"W 4.55 FEET; THENCE SOUTH 1.21 FEET; THENCE S45°00'00"W 9.78 FEET THENCE WEST 6.28 FEET; THENCE

S45°00'00"W 4.80 FEET; THENCE WEST 2.50 FEET; THENCE S45°00'00"W 5.23 FEET; THENCE WEST 13.66 FEET; THENCE SOUTH 14.90 FEET; THENCE EAST 12.50 FEET; THENCE NORTH 7.39 FEET; THENCE EAST 29.59 FEET; THENCE SOUTH 5.01 FEET; THENCE EAST 27.69 FEET TO A POINT ON SAID WEST RIGHT OF WAY LINE OF MAIN STREET; THENCE S00°01'48"E ALONG SAID WEST RIGHT OF WAY LINE 13.67 FEET; THENCE N89°59'34"W 165.84 FEET; THENCE NORTH 6.74 FEET; THENCE WEST 117.37 FEET; THENCE SOUTH 0.60 FEET; THENCE WEST 0.33 FEET; THENCE SOUTH 0.96 FEET; THENCE WEST 0.38 FEET; THENCE SOUTH 26.36 FEET; THENCE EAST 20.10 FEET; THENCE SOUTH 2.21 FEET; THENCE EAST 0.40 FEET; THENCE SOUTH 19.27 FEET; THENCE EAST 0.21 FEET; THENCE SOUTH 32.70 FEET; THENCE WEST 0.21 FEET; THENCE SOUTH 11.97 FEET; THENCE EAST 0.21 FEET; THENCE SOUTH 25.63 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF 100 SOUTH STREET; THENCE N89°59'08"W ALONG SAID NORTH RIGHT OF WAY LINE 66.97 FEET; THENCE N00°01'16"W 207.58 FEET; THENCE N89°59'41"W 330.08 FEET TO A POINT ON SAID EAST RIGHT OF WAY LINE OF WEST TEMPLE STREET; THENCE N00°01'22"W ALONG SAID EAST RIGHT OF WAY LINE 321.09 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPTING AREA 1:

BEGINNING AT A POINT THAT IS N89°59'41"E 364.24 FEET AND SOUTH 167.19 FEET FROM THE NORTHWEST CORNER OF BLOCK 76, PLAT "A", SALT LAKE CITY SURVEY, SECTION 1, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE AND MERIDIAN AT THE SALT LAKE CITY DATUM ELEVATION OF 4319.06 TO ELEVATION 4338.06 AND RUNNING THENCE EAST 12.25 FEET; THENCE NORTH 7.22 FEET; THENCE EAST 4.49 FEET; THENCE S45°00'00"E 1.59 FEET; THENCE EAST 21.00 FEET; THENCE SOUTH 17.40 FEET; THENCE WEST 38.11 FEET; THENCE NORTH 2.08 FEET; THENCE WEST 0.75 FEET; THENCE NORTH 9.22 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH (BLOCK 76 - LEVEL 2 – REVISED 12-14-09):

BEGINNING AT A POINT THAT IS S00°01'22"E 131.62 FEET FROM THE NORTHWEST CORNER OF BLOCK 76, PLAT "A", SALT LAKE CITY SURVEY, SECTION 1, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN SAID POINT ALSO BEING A POINT ON THE EAST RIGHT OF WAY LINE OF WEST TEMPLE STREET AT THE SALT LAKE CITY DATUM ELEVATION OF 4338.06 TO ELEVATION 4356.00 AND RUNNING THENCE EAST 96.58 FEET; THENCE NORTH 0.59 FEET TO A 7.03 FOOT NON-TANGENT RADIUS CURVE TO THE LEFT, RADIUS POINT BEARS N00°47'06"E; THENCE ALONG THE ARC 11.03 FEET (CHORD BEARING N45°50'10"E 9.93 FEET); THENCE EAST 0.50 FEET; THENCE NORTH 58.16 FEET; THENCE WEST 1.45 FEET; THENCE NORTH 8.18 FEET TO A 3.77 FOOT NON-TANGENT RADIUS CURVE TO THE LEFT, RADIUS POINT BEARS S86°20'22"W; THENCE ALONG THE ARC 5.47 FEET (CHORD BEARING N45°15'09"W 5.00 FEET); THENCE NORTH 41.63 FEET; THENCE WEST 1.67 FEET; THENCE NORTH 0.19 FEET TO A 5.79 FOOT NON-TANGENT RADIUS CURVE TO THE LEFT, RADIUS POINT BEARS N89°50'37"W;

THENCE ALONG THE ARC 9.08 FEET (CHORD BEARING N44°42'52"W 8.18 FEET); THENCE WEST 0.25 FEET; THENCE NORTH 6.62 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF SOUTH TEMPLE STREET; THENCE N89°59'41"E ALONG SAID SOUTH RIGHT OF WAY LINE 48.17 FEET; THENCE SOUTH 105.46 FEET; THENCE EAST 29.96 FEET; THENCE SOUTH 38.81 FEET; THENCE EAST 125.72 FEET; THENCE NORTH 118.39 FEET; THENCE WEST 8.95 FEET; THENCE NORTH 3.08 FEET; THENCE N28°38'10"W 25.99 FEET TO A POINT ON SAID SOUTH RIGHT OF WAY LINE OF SOUTH TEMPLE STREET; THENCE N89°59'41"E ALONG SAID SOUTH RIGHT OF WAY LINE 110.15 FEET; THENCE S28°38'10"W 26.00 FEET; THENCE SOUTH 3.08 FEET; THENCE WEST 8.95 FEET; THENCE SOUTH 118.39 FEET; THENCE EAST 129.33 FEET; THENCE NORTH 38.51 FEET; THENCE N89°54'47"E 44.59 FEET; THENCE N00°05'11"W 20.75 FEET; THENCE N89°54'49"E 123.62 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF MAIN STREET; THENCE S00°01'48"E ALONG SAID WEST RIGHT OF WAY LINE 462.68 FEET; THENCE N89°59'34"W 165.84 FEET; THENCE NORTH 6.74 FEET; THENCE WEST 118.08 FEET; THENCE SOUTH 27.92 FEET; THENCE EAST 20.10 FEET; THENCE SOUTH 2.00 FEET; THENCE WEST 5.44 FEET; THENCE SOUTH 89.77 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF 100 SOUTH STREET; THENCE N89°59'08"W ALONG SAID NORTH RIGHT OF WAY LINE 60.93 FEET; THENCE N00°01'16"W 207.58 FEET; THENCE N89°59'41"W 330.08 FEET TO A POINT ON SAID EAST RIGHT OF WAY LINE OF WEST TEMPLE STREET; THENCE N00°01'22"W ALONG SAID EAST RIGHT OF WAY LINE 321.09 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPTING THE FOLLOWING 5 AREAS FROM THIS LEVEL 2):

AREA 1:

BEGINNING AT A POINT THAT IS N89°59'41"E 403.13 FEET AND SOUTH 167.32 FEET FROM THE NORTHWEST CORNER OF BLOCK 76, PLAT "A", SALT LAKE CITY SURVEY, SECTION 1, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE AND MERIDIAN AT THE SALT LAKE CITY DATUM ELEVATION OF 4338.06 TO ELEVATION 4356.00 AND RUNNING THENCE EAST 20.17 FEET; THENCE SOUTH 11.15 FEET; THENCE WEST 20.17 FEET; THENCE NORTH 11.15 FEET TO THE POINT OF BEGINNING.

AREA 2:

BEGINNING AT A POINT THAT IS S00°01'48"E 285.23 FEET AND WEST 2.39 FEET FROM THE NORTHEAST CORNER OF BLOCK 76, PLAT "A", SALT LAKE CITY SURVEY, SECTION 1, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE AND MERIDIAN AT THE SALT LAKE CITY DATUM ELEVATION OF 4338.06 TO ELEVATION 4356.00 AND RUNNING THENCE SOUTH 8.99 FEET; THENCE WEST 18.69 FEET; THENCE NORTH 8.99 FEET; THENCE EAST 18.69 FEET TO THE POINT OF BEGINNING.

AREA 3:

BEGINNING AT A POINT THAT IS S00°01'48"E 462.85 FEET AND WEST 4.32 FEET FROM THE NORTHEAST CORNER OF BLOCK 76, PLAT "A", SALT LAKE

CITY SURVEY, SECTION 1, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE AND MERIDIAN AT THE SALT LAKE CITY DATUM ELEVATION OF 4338.06 TO ELEVATION 4356.00 AND RUNNING THENCE SOUTH 15.70 FEET; THENCE WEST 8.94 FEET; THENCE NORTH 15.70 FEET; THENCE EAST 8.94 FEET TO THE POINT OF BEGINNING.

AREA 4:

BEGINNING AT A POINT THAT IS S00°01'48"E 204.25 FEET AND WEST 3.96 FEET FROM THE NORTHEAST CORNER OF BLOCK 76, PLAT "A", SALT LAKE CITY SURVEY, SECTION 1, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE AND MERIDIAN AT THE SALT LAKE CITY DATUM ELEVATION OF 4338.06 TO ELEVATION 4356.00 AND RUNNING THENCE WEST 22.30 FEET; THENCE SOUTH 8.44 FEET; THENCE EAST 0.17 FEET; THENCE SOUTH 4.67 FEET; THENCE EAST 3.10 FEET; THENCE NORTH 4.67 FEET; THENCE EAST 19.02 FEET; THENCE NORTH 8.44 FEET TO THE POINT OF BEGINNING.

AREA 5:

BEGINNING AT A POINT THAT IS S00°01'48"E 525.37 FEET AND WEST 4.03 FEET FROM THE NORTHEAST CORNER OF BLOCK 76, PLAT "A", SALT LAKE CITY SURVEY, SECTION 1, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE AND MERIDIAN AT THE SALT LAKE CITY DATUM ELEVATION OF 4338.06 TO ELEVATION 4356.00 AND RUNNING THENCE WEST 22.37 FEET; THENCE SOUTH 8.44 FEET; THENCE EAST 22.37 FEET; THENCE NORTH 8.44 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH (BLOCK 76 - LEVEL 3A – REVISED 12-07-09):

BEGINNING AT A POINT THAT IS S00°01'22"E 133.99 FEET FROM THE NORTHWEST CORNER OF BLOCK 76, PLAT "A", SALT LAKE CITY SURVEY, SECTION 1, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN SAID POINT ALSO BEING A POINT ON THE EAST RIGHT OF WAY LINE OF WEST TEMPLE STREET AT THE SALT LAKE CITY DATUM ELEVATION OF 4356.00 AND ABOVE AND RUNNING THENCE EAST 96.67 FEET TO A 10.00 FOOT RADIUS CURVE TO THE LEFT 15.71 FEET (CHORD BEARING N45°00'00"E 14.14 FEET); THENCE NORTH 109.12 FEET TO A 14.88 FOOT RADIUS CURVE TO THE LEFT 23.37 FEET (CHORD BEARING N45°00'09"W 21.04 FEET) TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF SOUTH TEMPLE STREET; THENCE N89°59'41"E ALONG SAID SOUTH RIGHT OF WAY LINE 47.92 FEET; THENCE SOUTH 105.46 FEET; THENCE EAST 29.96 FEET; THENCE SOUTH 38.81 FEET; THENCE EAST 125.72 FEET; THENCE NORTH 118.39 FEET; THENCE WEST 8.95 FEET; THENCE NORTH 3.08 FEET; THENCE N28°38'10"W 25.99 FEET TO A POINT ON SAID SOUTH RIGHT OF WAY LINE OF SOUTH TEMPLE STREET; THENCE N89°59'41"E ALONG SAID SOUTH RIGHT OF WAY LINE 110.15 FEET; THENCE S28°38'10"W 26.00 FEET; THENCE SOUTH 3.08 FEET; THENCE WEST 8.95 FEET; THENCE SOUTH 153.19 FEET; THENCE WEST 6.11 FEET; THENCE SOUTH 57.36 FEET TO A 60.83 FOOT NON-TANGENT RADIUS CURVE TO THE RIGHT, RADIUS POINT BEARS S27°21'34"W; THENCE ALONG THE ARC 24.22 FEET (CHORD

BEARS S51°14'14"E 24.06 FEET) TO A COMPOUND 99.98 FOOT RADIUS CURVE, RADIUS POINT BEARS S51°10'51"W; THENCE ALONG THE ARC 70.99 FEET (CHORD BEARS S18°28'36"E 69.51 FEET); THENCE S77°07'00"E 11.17 FEET; THENCE N12°52'50"E 0.92 FEET; THENCE S77°12'04"E 2.83 FEET; THENCE S12°55'43"W 0.92 FEET; THENCE S77°07'10"E 1.60 FEET; THENCE S12°53'03"W 2.50 FEET; THENCE S77°07'16"E 7.00 FEET; THENCE S78°01'43"E 66.60 FEET; THENCE S80°25'09"E 10.83 FEET; THENCE S81°57'54"E 65.76 FEET; THENCE S83°29'32"E 10.83 FEET; THENCE S85°29'01"E 61.27 FEET; THENCE N89°59'56"E 28.70 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF MAIN STREET; THENCE S00°01'48"E ALONG SAID WEST RIGHT OF WAY LINE 51.67 FEET; THENCE N89°59'56"W 28.73 FEET; THENCE N83°53'23"W 59.94 FEET; THENCE N83°46'51"W 10.83 FEET; THENCE N82°01'41"W 79.37 FEET; THENCE N80°16'31"W 10.83 FEET; THENCE N79°40'59"W 65.72 FEET; THENCE N77°07'04"W 7.00 FEET; THENCE S12°52'36"W 2.15 FEET; THENCE N77°11'29"W 1.60 FEET; THENCE S12°52'50"W 1.27 FEET; THENCE N77°07'10"W 2.83 FEET; THENCE N12°52'50"E 1.26 FEET; THENCE N77°11'29"W 16.77 FEET TO A 70.53 FOOT NON-TANGENT RADIUS CURVE TO THE RIGHT, RADIUS POINT BEARS N55°49'03"W; THENCE ALONG THE ARC 11.24 FEET (CHORD BEARS S38°44'46"W 11.22 FEET) TO A COMPOUND 59.97 FOOT RADIUS CURVE, RADIUS POINT BEARS N46°17'27"W; THENCE ALONG THE ARC 12.19 FEET (CHORD BEARS S49°28'50"W 12.16 FEET); THENCE S24°00'00"E 34.79 FEET; THENCE SOUTH 91.63 FEET; THENCE WEST 1.33 FEET; THENCE SOUTH 29.50 FEET; THENCE EAST 0.62 FEET; THENCE SOUTH 27.92 FEET; THENCE EAST 20.10 FEET; THENCE SOUTH 2.00 FEET; THENCE WEST 5.44 FEET; THENCE SOUTH 89.77 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF 100 SOUTH STREET; THENCE N89°59'08"W ALONG SAID NORTH RIGHT OF WAY LINE 60.93 FEET; THENCE N00°01'16"W 207.58 FEET; THENCE N89°59'41"W 330.08 FEET TO A POINT ON SAID EAST RIGHT OF WAY LINE OF WEST TEMPLE STREET; THENCE N00°01'22"W ALONG SAID EAST RIGHT OF WAY LINE 318.72 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH AREA 1:

BEGINNING AT A POINT THAT IS S00°01'48"E 123.22 FEET AND WEST 90.66 FEET FROM THE NORTHEAST CORNER OF BLOCK 76, PLAT "A", SALT LAKE CITY SURVEY, SECTION 1, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE AND MERIDIAN AT THE SALT LAKE CITY DATUM ELEVATION OF 4356.00 AND ABOVE AND RUNNING THENCE SOUTH 22.00 FEET; THENCE WEST 22.00 FEET; THENCE NORTH 22.00 FEET; THENCE EAST 22.00 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH (BLOCK 76 SUB LEVEL ELEVATION 96'-0" – REVISED 10-26-09):

BEGINNING AT A POINT THAT IS S00°01'22"E 131.62 FEET FROM THE NORTHWEST CORNER OF BLOCK 76, PLAT "A", SALT LAKE CITY SURVEY, SECTION 1, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN SAID POINT ALSO BEING A POINT ON THE EAST RIGHT OF WAY LINE OF WEST TEMPLE STREET AT THE SALT LAKE CITY DATUM ELEVATION OF 4316.00 TO ELEVATION 4319.06 AND RUNNING THENCE EAST 96.58 FEET; THENCE NORTH 0.59 FEET TO A

7.03 FOOT NON-TANGENT RADIUS CURVE TO THE LEFT, RADIUS POINT BEARS N00°47'06"E; THENCE ALONG THE ARC 11.03 FEET (CHORD BEARING N45°50'10"E 9.93 FEET); THENCE EAST 0.50 FEET; THENCE NORTH 58.16 FEET; THENCE WEST 1.45 FEET; THENCE NORTH 8.18 FEET TO A 3.77 FOOT NON-TANGENT RADIUS CURVE TO THE LEFT, RADIUS POINT BEARS S86°20'22"W; THENCE ALONG THE ARC 5.47 FEET (CHORD BEARING N45°15'09"W 5.00 FEET); THENCE NORTH 41.63 FEET; THENCE WEST 1.67 FEET; THENCE NORTH 0.19 FEET TO A 5.79 FOOT NON-TANGENT RADIUS CURVE TO THE LEFT, RADIUS POINT BEARS N89°50'37"W; THENCE ALONG THE ARC 9.08 FEET (CHORD BEARING N44°42'52"W 8.18 FEET); THENCE WEST 0.25 FEET; THENCE NORTH 6.62 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF SOUTH TEMPLE STREET; THENCE N89°59'41"E ALONG SAID SOUTH RIGHT OF WAY LINE 48.17 FEET; THENCE SOUTH 105.46 FEET; THENCE EAST 29.96 FEET; THENCE SOUTH 38.81 FEET; THENCE EAST 125.72 FEET; THENCE NORTH 118.39 FEET; THENCE WEST 8.95 FEET; THENCE NORTH 3.08 FEET; THENCE N28°38'10"W 25.99 FEET TO A POINT ON SAID SOUTH RIGHT OF WAY LINE OF SOUTH TEMPLE STREET; THENCE N89°59'41"E ALONG SAID SOUTH RIGHT OF WAY LINE 110.15 FEET; THENCE S28°38'10"W 26.00 FEET; THENCE SOUTH 3.08 FEET; THENCE WEST 8.95 FEET; THENCE SOUTH 118.39 FEET; THENCE EAST 29.37 FEET; THENCE SOUTH 16.81 FEET; THENCE WEST 10.03 FEET; THENCE N45°00'00"W 1.59 FEET; THENCE WEST 4.49 FEET; THENCE SOUTH 7.22 FEET; THENCE WEST 12.25 FEET; THENCE SOUTH 9.22 FEET; THENCE EAST 0.75 FEET; THENCE SOUTH 1.78 FEET; THENCE WEST 3.02 FEET; THENCE SOUTH 60.82 FEET TO A 61.27 FOOT NON-TANGENT RADIUS CURVE TO THE RIGHT, RADIUS POINT BEARS S32°57'23"W; THENCE ALONG SAID ARC 3.26 FEET (CHORD BEARS S55°31'09"E 3.26 FEET); THENCE EAST 57.31 FEET; THENCE SOUTH 60.00 FEET; THENCE EAST 151.77 FEET; THENCE N82°52'30"E 28.89 FEET; THENCE EAST 32.67 FEET; THENCE SOUTH 37.56 FEET; THENCE EAST 9.90 FEET; THENCE SOUTH 4.58 FEET; THENCE EAST 15.43 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF MAIN STREET; THENCE S00°01'48"E ALONG SAID WEST RIGHT OF WAY LINE 86.30 FEET; THENCE WEST 25.15 FEET; THENCE NORTH 8.20 FEET; THENCE WEST 213.33 FEET; THENCE SOUTH 123.17 FEET; THENCE WEST 91.68 FEET; THENCE NORTH 87.91 FEET; THENCE N89°59'41"W 110.16 FEET; THENCE NORTH 280.58 FEET; THENCE WEST 220.07 FEET TO A POINT ON SAID EAST RIGHT OF WAY LINE OF WEST TEMPLE STREET; THENCE N00°01'22"W ALONG SAID EAST RIGHT OF WAY LINE 40.54 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPTING THE FOLLOWING 5 AREAS FROM THIS SUB LEVEL:

AREA 1:

BEGINNING AT A POINT THAT IS S00°01'22"E 349.16 FEET AND EAST 412.00 FEET FROM THE NORTHWEST CORNER OF BLOCK 76, PLAT "A", SALT LAKE CITY SURVEY, SECTION 1, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN AT THE SALT LAKE CITY DATUM ELEVATION OF 4316.00 TO ELEVATION 4319.06 AND RUNNING THENCE EAST 10.00 FEET; THENCE SOUTH 10.00 FEET; THENCE WEST 10.00 FEET; THENCE NORTH 10.00 FEET TO THE POINT OF BEGINNING.

AREA 2:

BEGINNING AT A POINT THAT IS S00°01'22"E 349.16 FEET AND EAST 455.14 FEET FROM THE NORTHWEST CORNER OF BLOCK 76, PLAT "A", SALT LAKE CITY SURVEY, SECTION 1, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN AT THE SALT LAKE CITY DATUM ELEVATION OF 4316.00 TO ELEVATION 4319.06 AND RUNNING THENCE EAST 20.00 FEET; THENCE SOUTH 20.00 FEET; THENCE WEST 20.00 FEET; THENCE NORTH 20.00 FEET TO THE POINT OF BEGINNING.

AREA 3:

BEGINNING AT A POINT THAT IS S00°01'22"E 364.16 FEET AND EAST 522.74 FEET FROM THE NORTHWEST CORNER OF BLOCK 76, PLAT "A", SALT LAKE CITY SURVEY, SECTION 1, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN AT THE SALT LAKE CITY DATUM ELEVATION OF 4316.00 TO ELEVATION 4319.06 AND RUNNING THENCE EAST 19.25 FEET; THENCE SOUTH 20.00 FEET; THENCE WEST 19.25 FEET; THENCE NORTH 20.00 FEET TO THE POINT OF BEGINNING.

AREA 4:

BEGINNING AT A POINT THAT IS S00°01'22"E 364.16 FEET AND EAST 544.99 FEET FROM THE NORTHWEST CORNER OF BLOCK 76, PLAT "A", SALT LAKE CITY SURVEY, SECTION 1, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN AT THE SALT LAKE CITY DATUM ELEVATION OF 4316.00 TO ELEVATION 4319.06 AND RUNNING THENCE EAST 16.25 FEET; THENCE SOUTH 20.00 FEET; THENCE WEST 16.25 FEET; THENCE NORTH 20.00 FEET TO THE POINT OF BEGINNING.

AREA 5:

BEGINNING AT A POINT THAT IS S00°01'22"E 377.16 FEET AND EAST 609.49 FEET FROM THE NORTHWEST CORNER OF BLOCK 76, PLAT "A", SALT LAKE CITY SURVEY, SECTION 1, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN AT THE SALT LAKE CITY DATUM ELEVATION OF 4316.00 TO ELEVATION 4319.06 AND RUNNING THENCE EAST 8.00 FEET; THENCE SOUTH 8.00 FEET; THENCE WEST 8.00 FEET; THENCE NORTH 8.00 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH (BLOCK 76 SUB LEVEL ELEVATION 95'-10" – REVISED 12-6-09):

BEGINNING AT A POINT THAT IS N00°01'48"W 165.13 FEET FROM THE SOUTHEAST CORNER OF BLOCK 76, PLAT "A", SALT LAKE CITY SURVEY, SECTION 1, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN SAID POINT ALSO BEING A POINT ON THE WEST RIGHT OF WAY LINE OF MAIN STREET AT THE SALT LAKE CITY DATUM ELEVATION OF 4315.83 TO ELEVATION 4319.06 AND RUNNING THENCE WEST 4.65 FEET; THENCE SOUTH 13.10 FEET; THENCE WEST 0.47 FEET; THENCE NORTH 7.25 FEET; THENCE WEST 5.13 FEET; THENCE

S45°00'00"W 2.36 FEET; THENCE WEST 18.19 FEET; THENCE S45°00'00"W 4.55 FEET; THENCE SOUTH 1.21 FEET; THENCE S45°00'00"W 9.78 FEET; THENCE WEST 6.28 FEET; THENCE S45°00'00"W 4.80 FEET; THENCE WEST 2.50 FEET; THENCE S45°00'00"W 3.93 FEET; THENCE NORTH 39.50 FEET; THENCE EAST 30.00 FEET; THENCE NORTH 47.30 FEET; THENCE EAST 25.16 FEET TO A POINT ON SAID WEST RIGHT OF WAY LINE; THENCE S00°01'48"E ALONG SAID WEST RIGHT OF WAY LINE 8.30 FEET; THENCE WEST 7.74 FEET; THENCE SOUTH 13.08 FEET; THENCE EAST 7.75 FEET TO A POINT ON SAID WEST RIGHT OF WAY LINE; THENCE S00°01'48"E ALONG SAID WEST RIGHT OF WAY LINE 7.88 FEET; THENCE WEST 13.25 FEET; THENCE SOUTH 15.71 FEET; THENCE EAST 13.25 FEET TO A POINT ON SAID WEST RIGHT OF WAY LINE; THENCE S00°01'48"E ALONG SAID WEST RIGHT OF WAY LINE 16.80 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH (BLOCK 76 - SUB LEVEL ELEVATION 95'-0-3/4" – REVISED 6-30-09):

BEGINNING AT A POINT THAT IS N00°01'48"W 321.02 FEET FROM THE SOUTHEAST CORNER OF BLOCK 76, PLAT "A", SALT LAKE CITY SURVEY, SECTION 1, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN SAID POINT ALSO BEING A POINT ON THE WEST RIGHT OF WAY LINE OF MAIN STREET AT THE SALT LAKE CITY DATUM ELEVATION OF 4315.06 TO ELEVATION 4319.06 AND RUNNING THENCE WEST 15.43 FEET; THENCE NORTH 4.58 FEET; THENCE WEST 9.93 FEET; THENCE NORTH 40.06 FEET; THENCE EAST 25.33 FEET TO A POINT ON SAID WEST RIGHT OF WAY LINE; THENCE S00°01'48"E ALONG SAID WEST RIGHT OF WAY LINE 44.65 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH (BLOCK 76 - SUB LEVEL ELEVATION 94'-6" - REVISED 12-29-09):

BEGINNING AT A POINT THAT IS N00°01'48"W 112.99 FEET FROM THE SOUTHEAST CORNER OF BLOCK 76, PLAT "A", SALT LAKE CITY SURVEY, SECTION 1, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN AT THE SALT LAKE CITY DATUM ELEVATION OF 4314.50 TO ELEVATION 4319.06 AND RUNNING THENCE N89°59'34"W 55.22 FEET; THENCE NORTH 13.46 FEET; THENCE EAST 27.65 FEET; THENCE SOUTH 2.00 FEET; THENCE EAST 27.56 FEET; THENCE S00°01'48"E 11.47 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH THE FOLLOWING 5 AREAS (BLOCK 76-SUB LEVEL ELEVATION 94'-0"-REVISED 12-29-09)

AREA 1:

BEGINNING AT A POINT THAT IS S00°01'22"E 349.16 FEET AND EAST 412.00 FEET FROM THE NORTHWEST CORNER OF BLOCK 76, PLAT "A", SALT LAKE CITY SURVEY, SECTION 1, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN AT THE SALT LAKE CITY DATUM ELEVATION OF 4314.00 TO ELEVATION 4319.06 AND RUNNING THENCE EAST 10.00 FEET; THENCE SOUTH 10.00 FEET; THENCE WEST 10.00 FEET; THENCE NORTH 10.00 FEET TO THE POINT OF BEGINNING.

AREA 2:

BEGINNING AT A POINT THAT IS S00°01'22"E 349.16 FEET AND EAST 455.14 FEET FROM THE NORTHWEST CORNER OF BLOCK 76, PLAT "A", SALT LAKE CITY SURVEY, SECTION 1, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN AT THE SALT LAKE CITY DATUM ELEVATION OF 4314.00 TO ELEVATION 4319.06 AND RUNNING THENCE EAST 20.00 FEET; THENCE SOUTH 20.00 FEET; THENCE WEST 20.00 FEET; THENCE NORTH 20.00 FEET TO THE POINT OF BEGINNING.

AREA 3:

BEGINNING AT A POINT THAT IS S00°01'22"E 364.16 FEET AND EAST 522.74 FEET FROM THE NORTHWEST CORNER OF BLOCK 76, PLAT "A", SALT LAKE CITY SURVEY, SECTION 1, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN AT THE SALT LAKE CITY DATUM ELEVATION OF 4314.00 TO ELEVATION 4319.06 AND RUNNING THENCE EAST 19.25 FEET; THENCE SOUTH 20.00 FEET; THENCE WEST 19.25 FEET; THENCE NORTH 20.00 FEET TO THE POINT OF BEGINNING.

AREA 4:

BEGINNING AT A POINT THAT IS S00°01'22"E 364.16 FEET AND EAST 544.99 FEET FROM THE NORTHWEST CORNER OF BLOCK 76, PLAT "A", SALT LAKE CITY SURVEY, SECTION 1, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN AT THE SALT LAKE CITY DATUM ELEVATION OF 4314.00 TO ELEVATION 4319.06 AND RUNNING THENCE EAST 16.25 FEET; THENCE SOUTH 20.00 FEET; THENCE WEST 16.25 FEET; THENCE NORTH 20.00 FEET TO THE POINT OF BEGINNING.

AREA 5:

BEGINNING AT A POINT THAT IS S00°01'22"E 377.16 FEET AND EAST 609.49 FEET FROM THE NORTHWEST CORNER OF BLOCK 76, PLAT "A", SALT LAKE CITY SURVEY, SECTION 1, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN AT THE SALT LAKE CITY DATUM ELEVATION OF 4314.00 TO ELEVATION 4319.06 AND RUNNING THENCE EAST 8.00 FEET; THENCE SOUTH 8.00 FEET; THENCE WEST 8.00 FEET; THENCE NORTH 8.00 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH (BLOCK 76 - SUB LEVEL ELEVATION 85'-0" – REVISED 6-30-09):

BEGINNING AT A POINT THAT IS N89°59'08"W 216.16 FROM THE SOUTHEAST CORNER OF BLOCK 76, PLAT "A", SALT LAKE CITY SURVEY, SECTION 1, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN SAID POINT ALSO BEING A POINT ON THE NORTH RIGHT OF WAY LINE OF 100 SOUTH STREET AT THE SALT LAKE CITY DATUM ELEVATION OF 4305.00 TO ELEVATION 4319.06 AND RUNNING THENCE N89°59'08"W ALONG SAID NORTH RIGHT OF WAY LINE 114.08 FEET; THENCE N00°01'16"W 52.17 FEET; THENCE EAST 8.44 FEET;

THENCE NORTH 12.75 FEET; THENCE EAST 22.00 FEET; THENCE NORTH 8.46 FEET; THENCE EAST 7.12 FEET; THENCE NORTH 2.42 FEET; THENCE WEST 2.25 FEET; THENCE NORTH 8.04 FEET; THENCE EAST 32.34 FEET; THENCE SOUTH 8.00 FEET; THENCE WEST 5.55 FEET; THENCE SOUTH 2.42 FEET; THENCE EAST 4.69 FEET; THENCE SOUTH 21.82 FEET; THENCE WEST 2.06 FEET; THENCE SOUTH 9.08 FEET; THENCE EAST 3.48 FEET; THENCE SOUTH 4.94 FEET; THENCE WEST 1.42 FEET; THENCE SOUTH 31.30 FEET; THENCE EAST 47.30 FEET; THENCE SOUTH 6.30 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH (BLOCK 76 - SUB LEVEL 98'-8" BELOW NORDSTROM):

BEGINNING AT A POINT THAT IS S00°01'22"E 172.16 FEET FROM THE NORTHWEST CORNER OF BLOCK 76, PLAT "A", SALT LAKE CITY SURVEY, SECTION 1, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN AT THE SALT LAKE CITY DATUM ELEVATION 4318.65 TO ELEVATION 4319.06 AND RUNNING EAST 220.07 FEET; THENCE SOUTH 280.58 FEET; THENCE N89°59'41"W 219.96 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF WEST TEMPLE STREET; THENCE N00°01'22"W ALONG SAID EAST RIGHT OF WAY LINE 280.56 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH (BLOCK 76 - SUB LEVEL - NORDSTROM ENTRY AREA REVISED 3-27-10):

BEGINNING AT A POINT THAT IS S00°01'22"E 241.99 FEET AND EAST 0.37 FEET FROM THE NORTHWEST CORNER OF BLOCK 76, PLAT "A", SALT LAKE CITY SURVEY, SECTION 1, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE AND MERIDIAN AT THE SALT LAKE CITY DATUM ELEVATION 4305.58 TO ELEVATION 4318.65 AND RUNNING EAST 1.83 FEET; THENCE SOUTH 7.17 FEET; THENCE EAST 8.25 FEET; THENCE SOUTH 10.00 FEET; THENCE EAST 9.67 FEET; THENCE SOUTH 22.17 FEET; THENCE EAST 6.67 FEET; THENCE SOUTH 17.83 FEET; THENCE EAST 8.08 FEET; THENCE SOUTH 34.17 FEET; THENCE WEST 22.67 FEET; THENCE SOUTH 6.96 FEET; WEST 1.67 FEET; THENCE SOUTH 7.00 FEET; THENCE EAST 1.67 FEET; THENCE SOUTH 31.71 FEET; THENCE WEST 9.96 FEET; THENCE SOUTH 11.42 FEET; THENCE WEST 1.88 FEET; THENCE NORTH 28.25 FEET; THENCE EAST 0.67 FEET; THENCE NORTH 34.00 FEET; THENCE EAST 2.56 FEET; THENCE NORTH 27.75 FEET; THENCE WEST 2.73 FEET; THENCE NORTH 9.17 FEET; THENCE WEST 0.50 FEET; THENCE NORTH 49.25 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH (BLOCK 76 - SUB LEVEL - NORDSTROM WEST FACE OF BUILDING):

BEGINNING AT A POINT ON THE EAST RIGHT OF WAY LINE OF WEST TEMPLE STREET SAID POINT IS S00°01'22"E 177.16 FEET FROM THE NORTHWEST CORNER OF BLOCK 76, PLAT "A", SALT LAKE CITY SURVEY, SECTION 1, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE AND MERIDIAN AT THE TOP OF AN EXISTING SIDEWALK AT THE SALT LAKE CITY DATUM ELEVATION 4307.33 TO ELEVATION

4318.65 AND RUNNING EAST 3.48 FEET AT ELEVATION 4307.33; THENCE SOUTH 47.75 FEET TO ELEVATION 4306.67; THENCE WEST 2.42 FEET AT ELEVATION 4306.67; THENCE SOUTH 17.08 FEET TO ELEVATION 4306.43; THENCE WEST 0.67 FEET AT ELEVATION 4306.43; THENCE SOUTH 49.25 FEET TO ELEVATION 4305.75; THENCE EAST 0.50 FEET AT ELEVATION 4305.75; THENCE SOUTH 9.17 FEET TO ELEVATION 4305.63; THENCE EAST 2.73 FEET AT ELEVATION 4305.63; THENCE SOUTH 27.75 FEET TO ELEVATION 4305.57; THENCE WEST 2.56 FEET AT ELEVATION 4305.57; THENCE SOUTH 34.00 FEET TO ELEVATION 4305.17; THENCE WEST 0.67 FEET AT ELEVATION 4305.17; THENCE SOUTH 28.25 FEET TO A POINT AT THE NORTH END OF A PARKING ENTRANCE AT ELEVATION 4304.83; THENCE EAST 2.67 FEET AT ELEVATION 4304.83; THENCE VERTICAL TO ELEVATION 4313.46; THENCE CONTINUING HORIZONTALLY ALONG THE TOP OF SAID PARKING ENTRANCE SOUTH 27.50 FEET AT SAID ELEVATION 4313.46 TO THE SOUTH END OF SAID PARKING ENTRANCE; THENCE VERTICAL TO ELEVATION 4304.46; THENCE WEST 1.25 FEET AT ELEVATION 4304.46; THENCE SOUTH 34.81 FEET TO ELEVATION 4304.91; THENCE WEST 1.71 FEET AT ELEVATION 4304.91; THENCE N00°01'22"W TO THE SOUTH END OF SAID PARKING ENTRANCE 34.81 FEET TO ELEVATION 4304.46; THENCE VERTICAL TO ELEVATION 4313.46; THENCE CONTINUING HORIZONTALLY ALONG THE TOP OF SAID PARKING ENTRANCE N00°01'22"W 27.50 FEET AT SAID ELEVATION 4313.46 TO THE NORTH END OF SAID PARKING ENTRANCE; THENCE VERTICAL TO ELEVATION 4304.83; THENCE N00°01'22"W 62.25 FEET TO ELEVATION 4305.57; THENCE N00°01'22"W 27.75 FEET TO ELEVATION 4305.63; THENCE N00°01'22"W 123.25 FEET TO ELEVATION 4307.33 AND THE POINT OF BEGINNING.

TOGETHER WITH (BLOCK 76 - SUB LEVEL - NORDSTROM NORTH FACE OF BUILDING):

BEGINNING AT A POINT THAT IS S00°01'22"E 172.16 FEET FROM THE NORTHWEST CORNER OF BLOCK 76, PLAT "A", SALT LAKE CITY SURVEY, SECTION 1, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE AND MERIDIAN AT THE TOP OF AN EXISTING SIDEWALK AT THE SALT LAKE CITY DATUM ELEVATION 4307.33 TO ELEVATION 4318.65 AND RUNNING EAST 15.33 FEET TO ELEVATION 4307.75; THENCE VERTICAL TO ELEVATION 4308.24; THENCE EAST 23.03 FEET TO ELEVATION 4314.80; THENCE EAST 181.70 FEET TO ELEVATION 4316.00; THENCE SOUTH 3.67 FEET AT ELEVATION 4316.00; THENCE WEST 30.00 FEET AT ELEVATION 4316.00; THENCE NORTH 1.17 FEET AT ELEVATION 4316.00; THENCE WEST 63.00 FEET TO ELEVATION 4315.31; THENCE SOUTH 3.25 FEET AT ELEVATION 4315.31; THENCE WEST 27.00 FEET TO ELEVATION 4315.32; THENCE NORTH 3.25 FEET AT ELEVATION 4315.32; THENCE WEST 62.25 FEET TO ELEVATION 4314.80; THENCE WEST 0.75 FEET TO ELEVATION 4314.65; THENCE SOUTH 2.50 FEET AT ELEVATION 4314.65; THENCE WEST 21.74 FEET TO ELEVATION 4308.24; THENCE VERTICAL TO ELEVATION 4307.75; THENCE WEST 15.33 FEET TO ELEVATION 4307.33; THENCE N00°01'22"W 5.00 FEET AT ELEVATION 4307.33 TO THE POINT OF BEGINNING.

TOGETHER WITH (BLOCK 76 - SUB LEVEL - NORDSTROM SOUTHWEST STAIRWELL
2 – REVISED 3-27-10):

BEGINNING AT A POINT THAT IS S00°01'22"E 450.91 FEET AND EAST 1.71 FEET FROM THE NORTHWEST CORNER OF BLOCK 76, PLAT "A", SALT LAKE CITY SURVEY, SECTION 1, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE AND MERIDIAN AT THE TOP OF AN EXISTING SIDEWALK AT THE SALT LAKE CITY DATUM ELEVATION 4304.75; THENCE VERTICAL TO ELEVATION 4302.50; THENCE EAST 6.08 FEET AT ELEVATION 4302.50; THENCE VERTICAL TO ELEVATION 4303.15; THENCE EAST 7.42 FEET TO ELEVATION 4307.55; THENCE EAST 5.71 FEET AT ELEVATION 4307.55; THENCE NORTH 12.25 FEET AT ELEVATION 4307.55; THENCE WEST 5.71 FEET AT ELEVATION 4307.55; THENCE WEST 7.42 FEET TO ELEVATION 4312.18; THENCE WEST 6.08 FEET AT ELEVATION 4312.18; THENCE SOUTH 12.25 FEET AT ELEVATION 4312.18; THENCE EAST 6.08 FEET AT ELEVATION 4312.18; THENCE NORTH 6.33 FEET AT ELEVATION 4312.18; THENCE EAST 7.42 FEET TO ELEVATION 4307.55; THENCE WEST 7.42 FEET TO ELEVATION 4303.15; THENCE VERTICAL TO ELEVATION 4302.50; THENCE WEST 6.08 FEET AT ELEVATION 4302.50; THENCE VERTICAL TO ELEVATION 4304.79; THENCE SOUTH ALONG THE TOP OF SAID EXISTING SIDEWALK 6.33 FEET TO ELEVATION 4304.75 AND THE POINT OF BEGINNING.

THE IMMEDIATELY PRECEDING VOLUME OF SPACE INCLUDES ONLY THE AIR SPACE BETWEEN THE STATED ELEVATIONS AND ELEVATION 4318.65.

TOGETHER WITH (BLOCK 76 - SUB LEVEL - NORDSTROM NORTHWEST STAIRWELL
3 – REVISED 3-27-10):

BEGINNING AT A POINT THAT IS S00°01'22"E 177.16 FEET AND EAST 5.11 FEET FROM THE NORTHWEST CORNER OF BLOCK 76, PLAT "A", SALT LAKE CITY SURVEY, SECTION 1, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE AND MERIDIAN AT THE TOP OF AN EXISTING SIDEWALK AT THE SALT LAKE CITY DATUM ELEVATION 4307.51; THENCE VERTICAL TO ELEVATION 4305.55; THENCE SOUTH 5.75 FEET AT ELEVATION 4305.55; THENCE SOUTH 9.77 FEET TO ELEVATION 4310.98; THENCE SOUTH 4.70 FEET AT ELEVATION 4310.98; THENCE EAST 10.58 FEET AT ELEVATION 4310.98; THENCE NORTH 4.70 FEET AT ELEVATION 4310.98; THENCE NORTH 6.98 FEET TO ELEVATION 4316.12; THENCE NORTH 8.54 FEET AT ELEVATION 4316.12; THENCE WEST 10.58 FEET AT ELEVATION 4316.12; SOUTH 8.54 FEET AT ELEVATION 4316.12; THENCE EAST 5.38 FEET AT ELEVATION 4316.12; THENCE SOUTH 6.98 FEET TO ELEVATION 4310.98; THENCE NORTH 9.77 FEET TO ELEVATION 4305.55; THENCE NORTH 5.75 FEET AT ELEVATION 4305.55; THENCE VERTICAL TO ELEVATION 4307.65; THENCE WEST 5.38 FEET TO ELEVATION 4307.51 AND THE POINT OF BEGINNING.

THE IMMEDIATELY PRECEDING VOLUME OF SPACE INCLUDES ONLY THE AIR SPACE BETWEEN THE STATED ELEVATIONS AND ELEVATION 4318.65.

TOGETHER WITH (THE MAIN STREET BRIDGE, THE LEGAL DESCRIPTION OF AIR SPACE RIGHTS FOR THE PURPOSE OF CONSTRUCTION OF A SKYBRIDGE CROSSING MAIN STREET, BETWEEN BLOCKS 75 AND 76 OF THE SALT LAKE CITY, UTAH):

ALL OF THE AIR SPACE WHICH IS LOCATED ABOVE A PLANE WITH AN ELEVATION OF 4334 FEET, SALT LAKE CITY DATUM AND BELOW A PLANE WITH AN ELEVATION OF 4368 FEET, SALT LAKE CITY DATUM, FOR THE FOLLOWING DESCRIPTION OF THE ROAD RIGHT-OF-WAY OF MAIN STREET, NORTH OF 100 SOUTH STREET AND SOUTH OF SOUTH TEMPLE STREET AND ADJACENT TO LOT 1, BLOCK 76, PLAT A OF THE SALT LAKE CITY SURVEY AND ADJACENT TO LOT 3, BLOCK 75, PLAT A OF THE SALT LAKE CITY SURVEY IN SALT LAKE CITY, UTAH:

BEGINNING AT A POINT THAT IS SOUTH 89°58'36" WEST ALONG THE MONUMENT LINE 726.26 FEET AND SOUTH 432.40 FEET FROM THE SALT LAKE CITY MONUMENT LOCATED IN THE INTERSECTION OF STATE STREET AND SOUTH TEMPLE STREET (BASIS OF BEARING NORTH 89°58'36" EAST ALONG THE MONUMENT LINE ON SOUTH TEMPLE STREET); THENCE SOUTH 00°09'57" WEST ALONG THE WESTERLY LINE OF SAID LOT 3 OF BLOCK 75, 35.13 FEET, THENCE SOUTH 89°59'32" WEST 130.94 FEET TO A POINT ON THE EASTERLY LINE OF SAID LOT 1 OF BLOCK 76; THENCE NORTH 00°01'21" WEST ALONG SAID EASTERLY LINE 35.13 FEET; THENCE NORTH 89°59'38" EAST 131.06 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM SUCH AREA AS IS CURRENTLY OCCUPIED BY THE TRAX LIGHT RAIL POLES, CATENARIES, WIRING AND RELATED EQUIPMENT OWNED AND/OR OPERATED BY THE UTAH TRANSIT AUTHORITY.

**EXHIBIT A, PART 3
NORDSTROM PARCEL
(Revised 3/27/2010)**

NORDSTROM PARCEL

BEGINNING AT A POINT THAT IS S00°01'22"E 172.16 FEET FROM THE NORTHWEST CORNER OF BLOCK 76, PLAT "A", SALT LAKE CITY SURVEY, SECTION 1, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN AT THE SALT LAKE CITY DATUM ELEVATION 4319.06 AND ABOVE AND RUNNING EAST 220.07 FEET; THENCE SOUTH 280.58 FEET; THENCE N89°59'41"W 219.96 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF WEST TEMPLE STREET; THENCE N00°01'22"W ALONG SAID EAST RIGHT OF WAY LINE 280.56 FEET TO THE POINT OF BEGINNING.

CONTAINS 61,727.75 SQ. FT. OR 1.42 ACRES.

TOGETHER WITH SUB LEVEL 98'-8" (BELOW NORDSTROM):

BEGINNING AT A POINT THAT IS S00°01'22"E 172.16 FEET FROM THE NORTHWEST CORNER OF BLOCK 76, PLAT "A", SALT LAKE CITY SURVEY, SECTION 1, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN AT THE SALT LAKE CITY DATUM ELEVATION 4318.65 TO ELEVATION 4319.06 AND RUNNING EAST 220.07 FEET; THENCE SOUTH 280.58 FEET; THENCE N89°59'41"W 219.96 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF WEST TEMPLE STREET; THENCE N00°01'22"W ALONG SAID EAST RIGHT OF WAY LINE 280.56 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH NORDSTROM ENTRY AREA -- REVISED 3-27-10:

BEGINNING AT A POINT THAT IS S00°01'22"E 241.99 FEET AND EAST 0.37 FEET FROM THE NORTHWEST CORNER OF BLOCK 76, PLAT "A", SALT LAKE CITY SURVEY, SECTION 1, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE AND MERIDIAN AT THE SALT LAKE CITY DATUM ELEVATION 4305.58 TO ELEVATION 4318.65 AND RUNNING EAST 1.83 FEET; THENCE SOUTH 7.17 FEET; THENCE EAST 8.25 FEET; THENCE SOUTH 10.00 FEET; THENCE EAST 9.67 FEET; THENCE SOUTH 22.17 FEET; THENCE EAST 6.67 FEET; THENCE SOUTH 17.83 FEET; THENCE EAST 8.08 FEET; THENCE SOUTH 34.17 FEET; THENCE WEST 22.67 FEET; THENCE SOUTH 6.96 FEET; WEST 1.67 FEET; THENCE SOUTH 7.00 FEET; THENCE EAST 1.67 FEET; THENCE SOUTH 31.71 FEET; THENCE WEST 9.96 FEET; THENCE SOUTH 11.42 FEET; THENCE WEST 1.88 FEET; THENCE NORTH 28.25 FEET; THENCE EAST 0.67 FEET; THENCE NORTH 34.00 FEET; THENCE EAST 2.56 FEET; THENCE NORTH 27.75 FEET; THENCE WEST 2.73 FEET; THENCE NORTH 9.17 FEET; THENCE WEST 0.50 FEET; THENCE NORTH 49.25 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH NORDSTROM WEST FACE OF BUILDING:

BEGINNING AT A POINT ON THE EAST RIGHT OF WAY LINE OF WEST TEMPLE STREET SAID POINT IS S00°01'22"E 177.16 FEET FROM THE NORTHWEST CORNER OF BLOCK 76, PLAT "A", SALT LAKE CITY SURVEY, SECTION 1, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE AND MERIDIAN AT THE TOP OF AN EXISTING SIDEWALK AT THE SALT LAKE CITY DATUM ELEVATION 4307.33 TO ELEVATION 4318.65 AND RUNNING EAST 3.48 FEET AT ELEVATION 4307.33; THENCE SOUTH 47.75 FEET TO ELEVATION 4306.67; THENCE WEST 2.42 FEET AT ELEVATION 4306.67; THENCE SOUTH 17.08 FEET TO ELEVATION 4306.43; THENCE WEST 0.67 FEET AT ELEVATION 4306.43; THENCE SOUTH 49.25 FEET TO ELEVATION 4305.75; THENCE EAST 0.50 FEET AT ELEVATION 4305.75; THENCE SOUTH 9.17 FEET TO ELEVATION 4305.63; THENCE EAST 2.73 FEET AT ELEVATION 4305.63; THENCE SOUTH 27.75 FEET TO ELEVATION 4305.57; THENCE WEST 2.56 FEET AT ELEVATION 4305.57; THENCE SOUTH 34.00 FEET TO ELEVATION 4305.17; THENCE WEST 0.67 FEET AT ELEVATION 4305.17; THENCE SOUTH 28.25 FEET TO A POINT AT THE NORTH END OF A PARKING ENTRANCE AT ELEVATION 4304.83; THENCE EAST 2.67 FEET AT ELEVATION 4304.83; THENCE VERTICAL TO ELEVATION 4313.46; THENCE CONTINUING HORIZONTALLY ALONG THE TOP OF SAID PARKING ENTRANCE SOUTH 27.50 FEET AT SAID ELEVATION 4313.46 TO THE SOUTH END OF SAID PARKING ENTRANCE; THENCE VERTICAL TO ELEVATION 4304.46; THENCE WEST 1.25 FEET AT ELEVATION 4304.46; THENCE SOUTH 34.81 FEET TO ELEVATION 4304.91; THENCE WEST 1.71 FEET AT ELEVATION 4304.91; THENCE N00°01'22"W TO THE SOUTH END OF SAID PARKING ENTRANCE 34.81 FEET TO ELEVATION 4304.46; THENCE VERTICAL TO ELEVATION 4313.46; THENCE CONTINUING HORIZONTALLY ALONG THE TOP OF SAID PARKING ENTRANCE N00°01'22"W 27.50 FEET AT SAID ELEVATION 4313.46 TO THE NORTH END OF SAID PARKING ENTRANCE; THENCE VERTICAL TO ELEVATION 4304.83; THENCE N00°01'22"W 62.25 FEET TO ELEVATION 4305.57; THENCE N00°01'22"W 27.75 FEET TO ELEVATION 4305.63; THENCE N00°01'22"W 123.25 FEET TO ELEVATION 4307.33 AND THE POINT OF BEGINNING.

TOGETHER WITH NORDSTROM NORTH FACE OF BUILDING:

BEGINNING AT A POINT THAT IS S00°01'22"E 172.16 FEET FROM THE NORTHWEST CORNER OF BLOCK 76, PLAT "A", SALT LAKE CITY SURVEY, SECTION 1, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE AND MERIDIAN AT THE TOP OF AN EXISTING SIDEWALK AT THE SALT LAKE CITY DATUM ELEVATION 4307.33 TO ELEVATION 4318.65 AND RUNNING EAST 15.33 FEET TO ELEVATION 4307.75; THENCE VERTICAL TO ELEVATION 4308.24; THENCE EAST 23.03 FEET TO ELEVATION 4314.80; THENCE EAST 181.70 FEET TO ELEVATION 4316.00; THENCE SOUTH 3.67 FEET AT ELEVATION 4316.00; THENCE WEST 30.00 FEET AT ELEVATION 4316.00; THENCE NORTH 1.17 FEET AT ELEVATION 4316.00; THENCE WEST 63.00 FEET TO ELEVATION 4315.31; THENCE SOUTH 3.25 FEET AT ELEVATION 4315.31; THENCE WEST 27.00 FEET TO ELEVATION 4315.32; THENCE NORTH 3.25 FEET AT ELEVATION 4315.32; THENCE WEST 62.25 FEET TO ELEVATION 4314.80; THENCE WEST 0.75 FEET TO ELEVATION 4314.65; THENCE SOUTH 2.50 FEET AT ELEVATION 4314.65; THENCE WEST 21.74 FEET TO

ELEVATION 4308.24; THENCE VERTICAL TO ELEVATION 4307.75; THENCE WEST 15.33 FEET TO ELEVATION 4307.33; THENCE N00°01'22"W 5.00 FEET AT ELEVATION 4307.33 TO THE POINT OF BEGINNING.

TOGETHER WITH NORDSTROM SOUTHWEST STAIRWELL 2- REVISED 3-27-10:

BEGINNING AT A POINT THAT IS S00°01'22"E 450.91 FEET AND EAST 1.71 FEET FROM THE NORTHWEST CORNER OF BLOCK 76, PLAT "A", SALT LAKE CITY SURVEY, SECTION 1, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE AND MERIDIAN AT THE TOP OF AN EXISTING SIDEWALK AT THE SALT LAKE CITY DATUM ELEVATION 4304.75; THENCE VERTICAL TO ELEVATION 4302.50; THENCE EAST 6.08 FEET AT ELEVATION 4302.50; THENCE VERTICAL TO ELEVATION 4303.15; THENCE EAST 7.42 FEET TO ELEVATION 4307.55; THENCE EAST 5.71 FEET AT ELEVATION 4307.55; THENCE NORTH 12.25 FEET AT ELEVATION 4307.55; THENCE WEST 5.71 FEET AT ELEVATION 4307.55; THENCE WEST 7.42 FEET TO ELEVATION 4312.18; THENCE WEST 6.08 FEET AT ELEVATION 4312.18; THENCE SOUTH 12.25 FEET AT ELEVATION 4312.18; THENCE EAST 6.08 FEET AT ELEVATION 4312.18; THENCE NORTH 6.33 FEET AT ELEVATION 4312.18; THENCE EAST 7.42 FEET TO ELEVATION 4307.55; THENCE WEST 7.42 FEET TO ELEVATION 4303.15; THENCE VERTICAL TO ELEVATION 4302.50; THENCE WEST 6.08 FEET AT ELEVATION 4302.50; THENCE VERTICAL TO ELEVATION 4304.79; THENCE SOUTH ALONG THE TOP OF SAID EXISTING SIDEWALK 6.33 FEET TO ELEVATION 4304.75 AND THE POINT OF BEGINNING.

THE IMMEDIATELY PRECEDING VOLUME OF SPACE INCLUDES ONLY THE AIR SPACE BETWEEN THE STATED ELEVATIONS AND ELEVATION 4318.65.

TOGETHER WITH NORDSTROM NORTHWEST STAIRWELL 3 REVISED 3-27-10:

BEGINNING AT A POINT THAT IS S00°01'22"E 177.16 FEET AND EAST 5.11 FEET FROM THE NORTHWEST CORNER OF BLOCK 76, PLAT "A", SALT LAKE CITY SURVEY, SECTION 1, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE AND MERIDIAN AT THE TOP OF AN EXISTING SIDEWALK AT THE SALT LAKE CITY DATUM ELEVATION 4307.51; THENCE VERTICAL TO ELEVATION 4305.55; THENCE SOUTH 5.75 FEET AT ELEVATION 4305.55; THENCE SOUTH 9.77 FEET TO ELEVATION 4310.98; THENCE SOUTH 4.70 FEET AT ELEVATION 4310.98; THENCE EAST 10.58 FEET AT ELEVATION 4310.98; THENCE NORTH 4.70 FEET AT ELEVATION 4310.98; THENCE NORTH 6.98 FEET TO ELEVATION 4316.12; THENCE NORTH 8.54 FEET AT ELEVATION 4316.12; THENCE WEST 10.58 FEET AT ELEVATION 4316.12; SOUTH 8.54 FEET AT ELEVATION 4316.12; THENCE EAST 5.38 FEET AT ELEVATION 4316.12; THENCE SOUTH 6.98 FEET TO ELEVATION 4310.98; THENCE NORTH 9.77 FEET TO ELEVATION 4305.55; THENCE NORTH 5.75 FEET AT ELEVATION 4305.55; THENCE VERTICAL TO ELEVATION 4307.65; THENCE WEST 5.38 FEET TO ELEVATION 4307.51 AND THE POINT OF BEGINNING.

THE IMMEDIATELY PRECEDING VOLUME OF SPACE INCLUDES ONLY THE AIR SPACE BETWEEN THE STATED ELEVATIONS AND ELEVATION 4318.65.

**EXHIBIT A, PART 4
MACY'S PARCEL
(10/26/2009)**

BEGINNING AT A POINT THAT IS S00°09'35"W 84.41 FEET FROM THE NORTHWEST CORNER OF LOT 5, BLOCK 75, PLAT "A", SALT LAKE CITY SURVEY, SECTION 6, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN AT THE SALT LAKE CITY DATUM ELEVATION 4319.58 AND ABOVE AND RUNNING THENCE N89°59'16"E 196.33 FEET; THENCE S00°09'35"W 1.58 FEET; THENCE EAST 90.38 FEET; THENCE SOUTH 76.94 FEET; THENCE EAST 0.10 FEET; THENCE SOUTH 104.23 FEET; THENCE WEST 290.32 FEET; THENCE N00°09'35"E 1.93 FEET; THENCE S89°58'44"W 1.10 FEET; THENCE N00°09'35"E 180.78 FEET; THENCE N89°59'16"E 4.10 FEET TO THE POINT OF BEGINNING.

CONTAINS 53,053.40 SQ. FT. OR 1.22 ACRES.

AFFECTS THE FOLLOWING TAX ID NUMBERS, OR A PORTION THEREOF:

16-06-101-028-0000
16-06-101-024-0000
16-06-101-020-0000
16-06-101-005-0000
16-06-101-029-0000
16-06-101-018-0000
16-06-101-033-0000
16-06-101-053-0000
16-06-101-044-0000
16-06-101-045-0000
15-01-227-058-0000
15-01-227-059-0000
15-01-227-060-0000
15-01-227-033-0000
15-01-227-053-0000
15-01-227-044-0000
15-01-227-045-0000

**EXHIBIT B
SITE PLAN**

The exhibit on the following pages is comprised of nine (9) sheets, the actual size of each of which is 44 inches wide and 34 inches in height. The original sheets are in full color. The Salt Lake County, Utah, Records Office only records in black and white and only 8 1/2" x 11" pages. The sheet was electronically "cut" into 24 pages. A cover page will identify the beginning of each of the nine (9) sheets. Behind each cover page will be the 24 pages that comprise each of the nine (9) sheets. The pages are numbered and can be assembled as shown in the chart on the cover page to show the entire sheet. There are registration marks on each page to aid in the alignment of the pages.

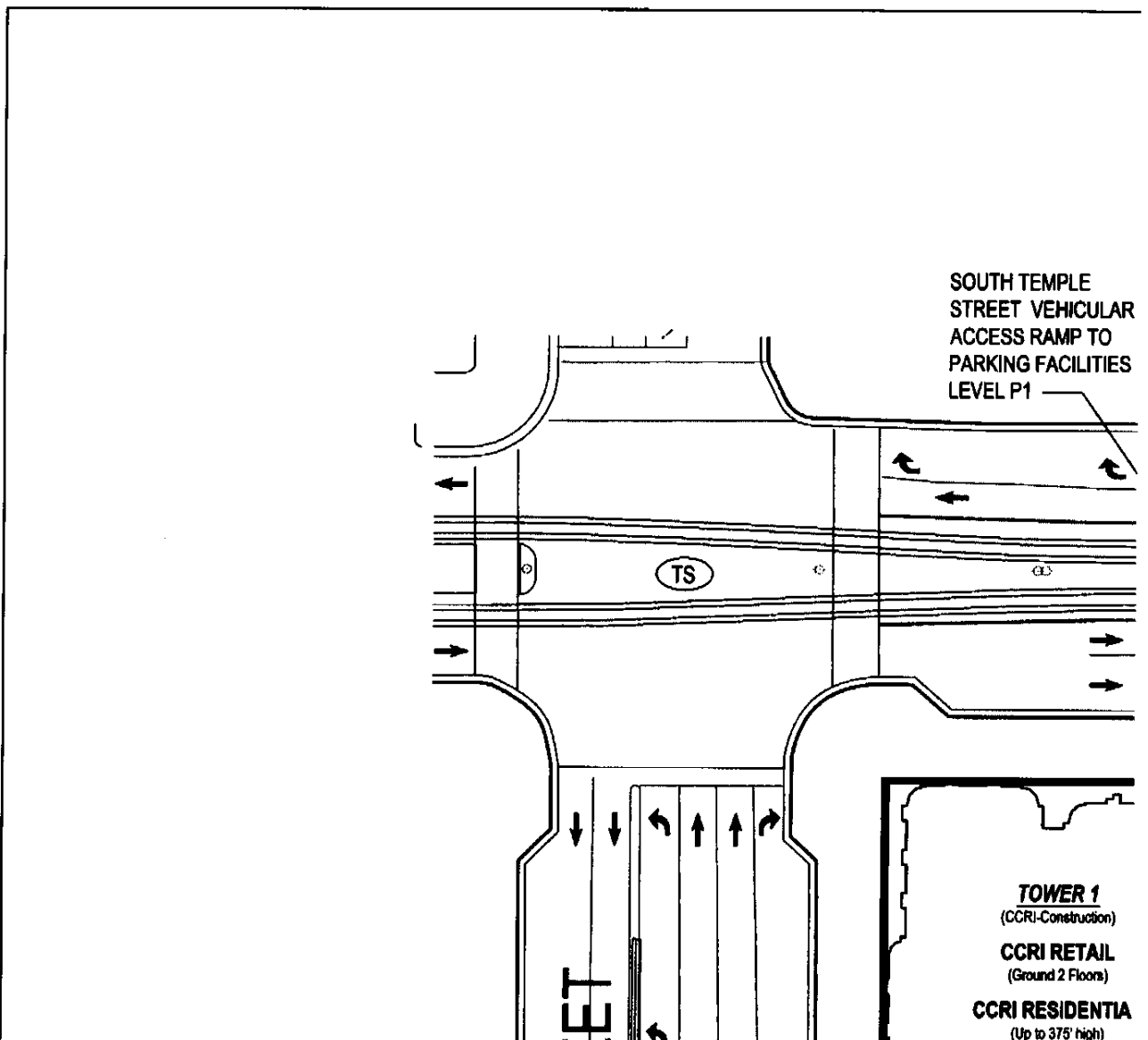
**EXHIBIT B
SITE PLAN**

L-1

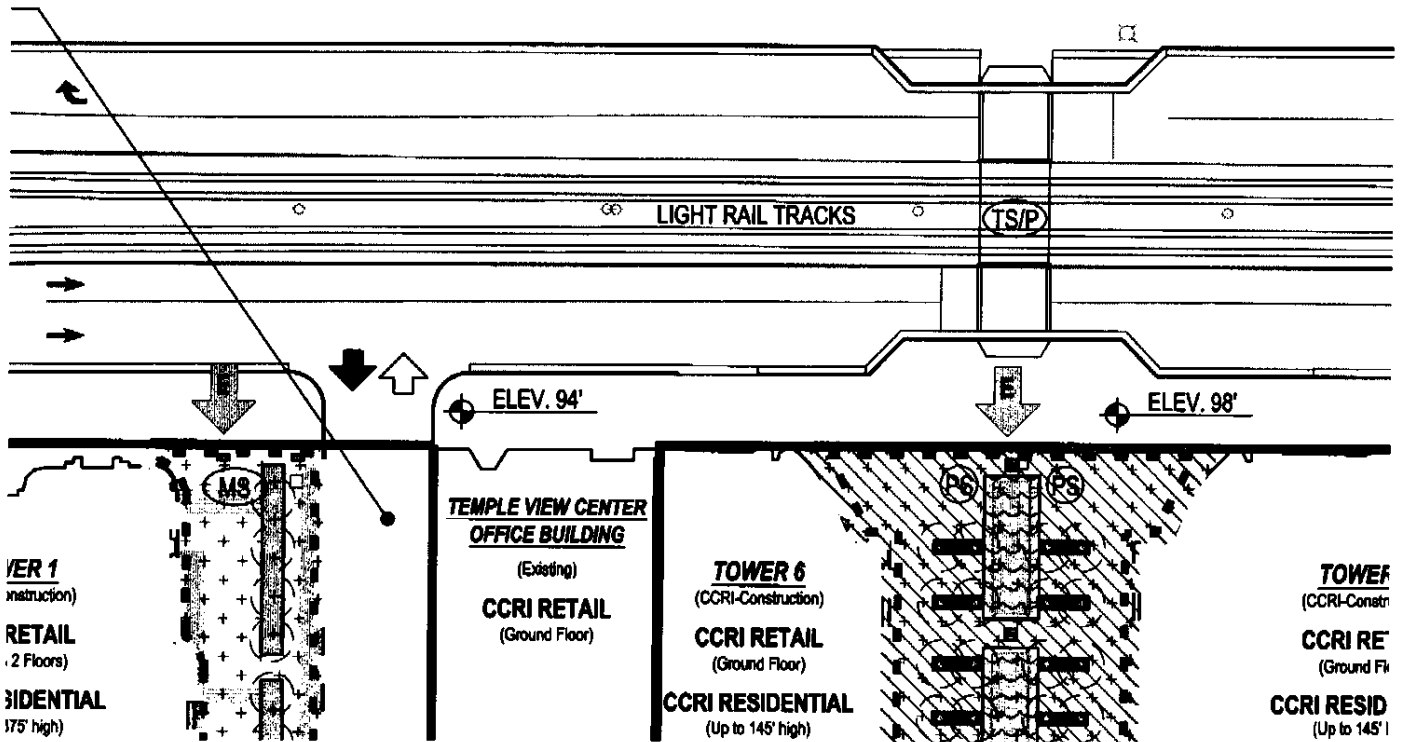
This is the first of nine sheets comprising the Site Plan. The actual size of the sheet is 44 inches wide and 34 inches in height. The original sheet was electronically “cut” into 24 pages. The pages are numbered and can be assembled as shown in the chart below to show the entire sheet. There are registration marks on each page to aid in the alignment of the pages.

KEY CODE

(1,1)	(1,2)	(1,3)	(1,4)	(1,5)	(1,6)
(2,1)	(2,2)	(2,3)	(2,4)	(2,5)	(2,6)
(3,1)	(3,2)	(3,3)	(3,4)	(3,5)	(3,6)
(4,1)	(4,2)	(4,3)	(4,4)	(4,5)	(4,6)



PLE
VICULAR
MP TO
CILITIES

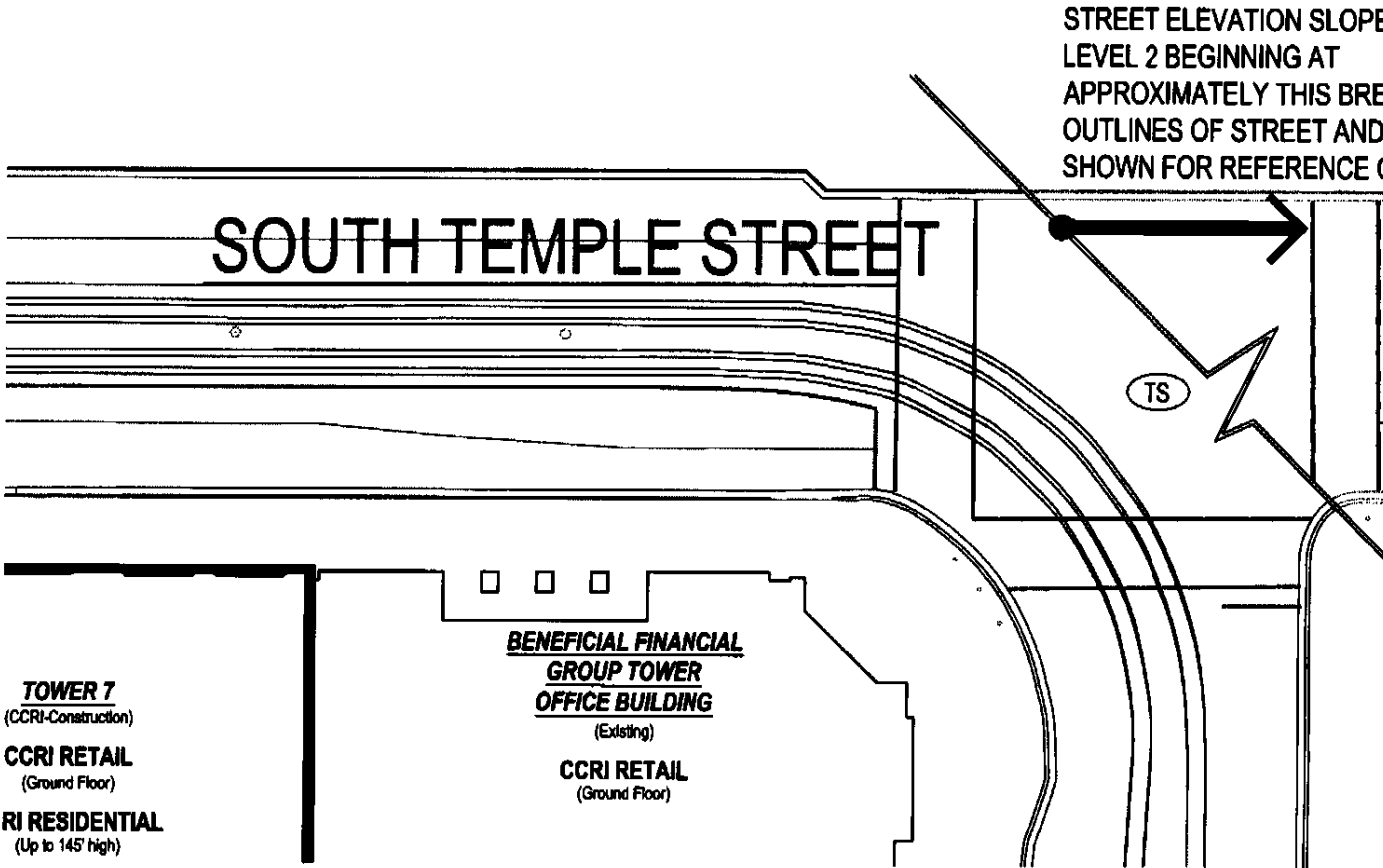


TOWER 1
(Construction)
RETAIL
(2 Floors)
RESIDENTIAL
(175' high)

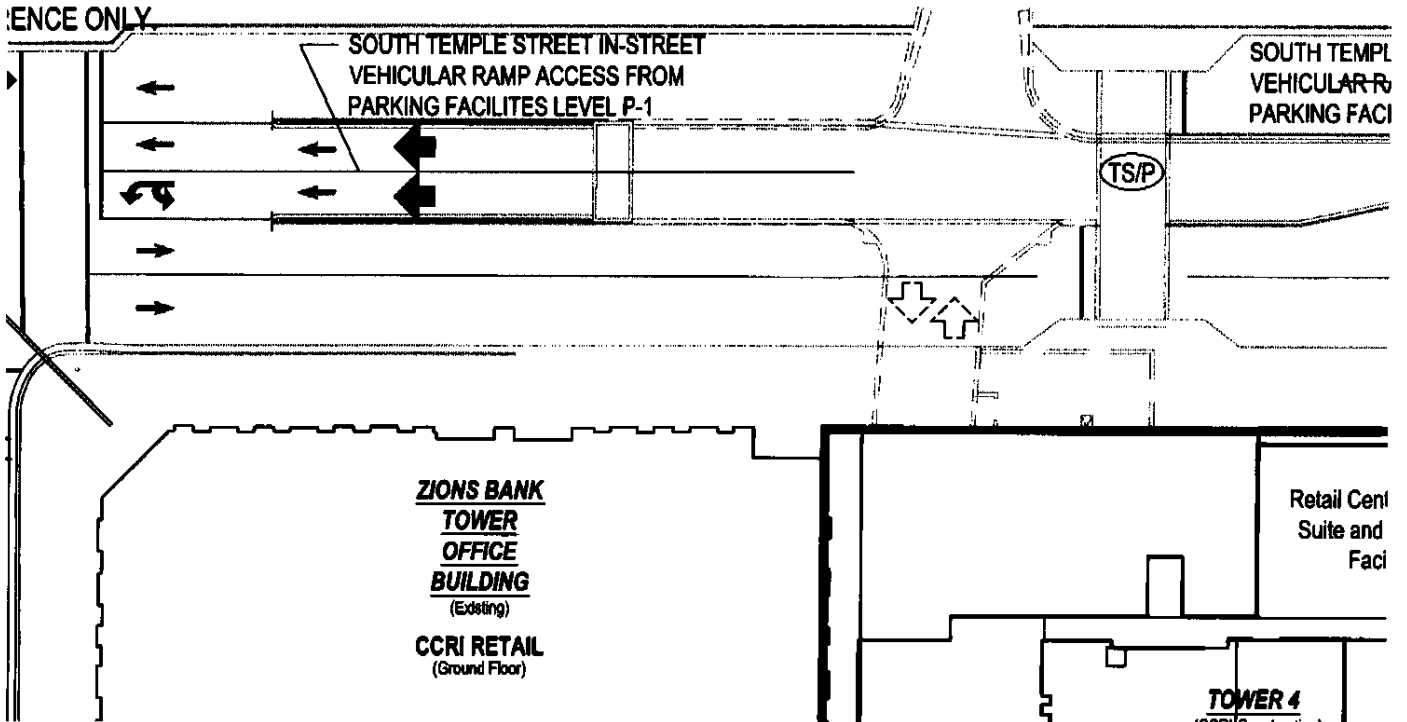
**TEMPLE VIEW CENTER
OFFICE BUILDING**
(Existing)
CCRI RETAIL
(Ground Floor)

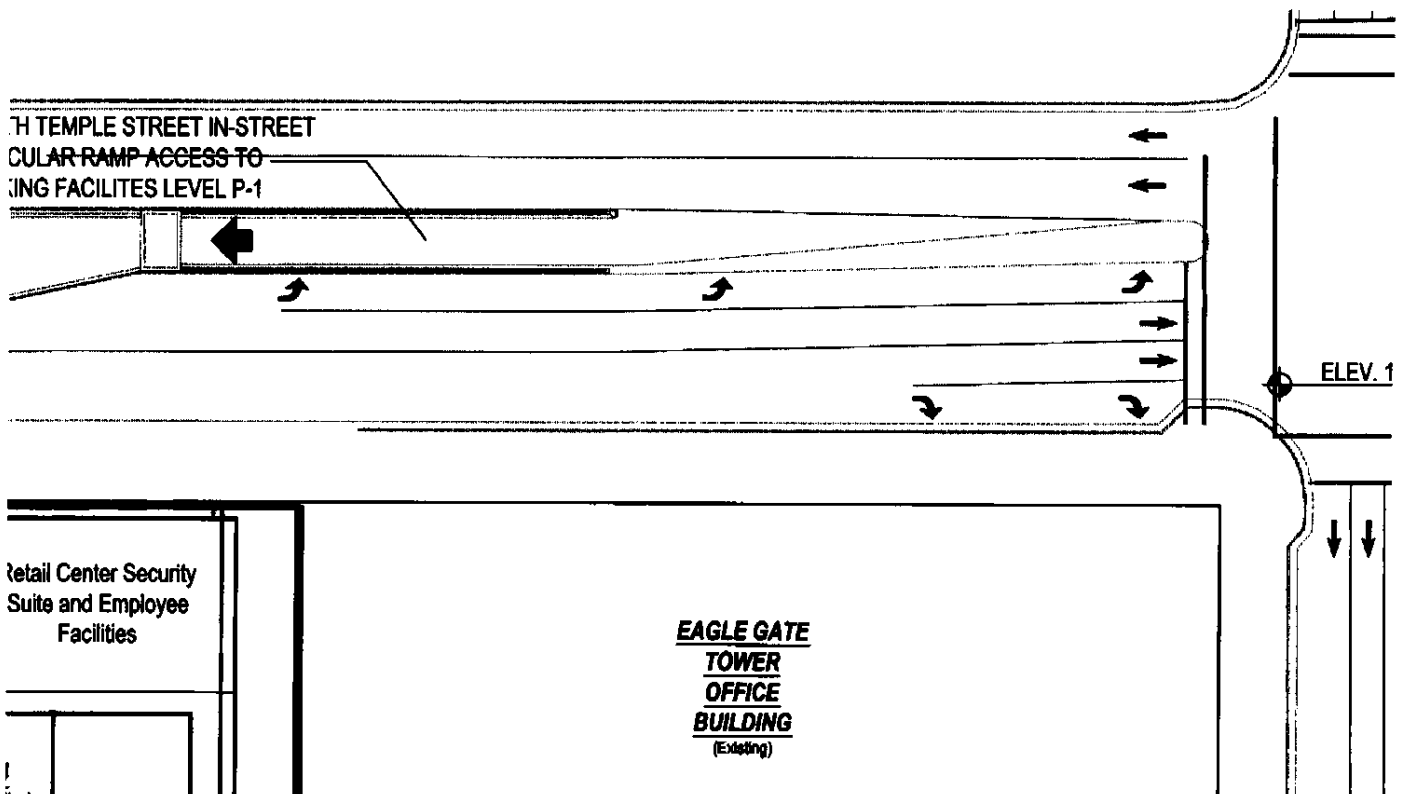
TOWER 6
(CCRI-Construction)
CCRI RETAIL
(Ground Floor)
CCRI RESIDENTIAL
(Up to 145' high)

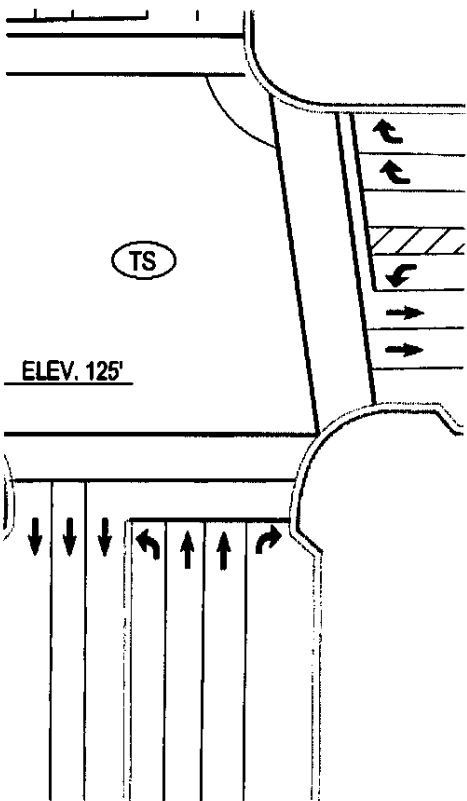
TOWER 7
(CCRI-Construction)
CCRI RETAIL
(Ground Floor)
CCRI RESIDENTIAL
(Up to 145' high)



SLOPES UP TO
AT
THIS BREAK LINE.
CUTS AND CURBS ARE
FOR FENCE ONLY.







Taubman



200 E. LONG LAKE ROAD
BLOOMFIELD HILLS, MI 48303-0200

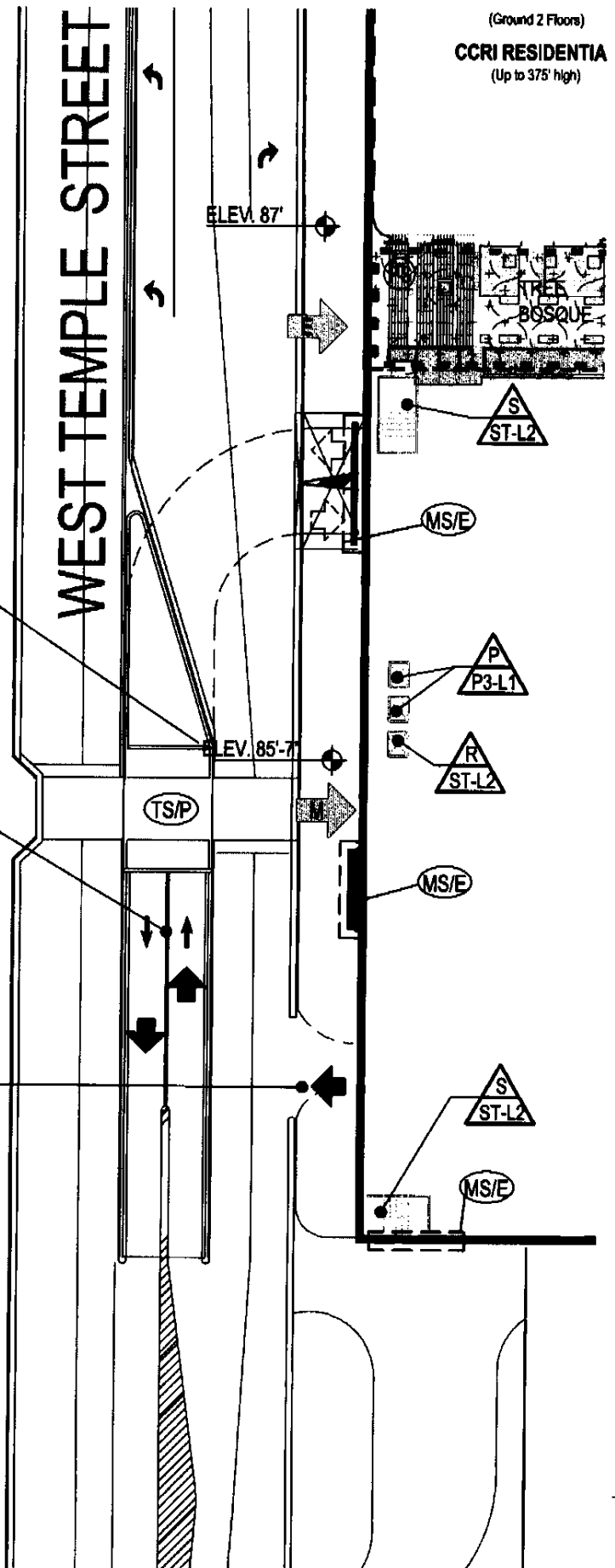
(Ground 2 Floors)
CCRI RESIDENTIA
(Up to 375' high)

WEST TEMPLE STREET

NORDSTROM WEST TEMPLE
ENTRY AT GRADE (ELEVATION
85'-7") BETWEEN LEVEL 1 OF
THE RETAIL CENTER AND LEVEL
P1 OF THE PARKING FACILITIES

WEST TEMPLE STREET
IN-STREET VEHICULAR RAMP
ACCESS TO/FROM PARKING
FACILITIES LEVEL P2

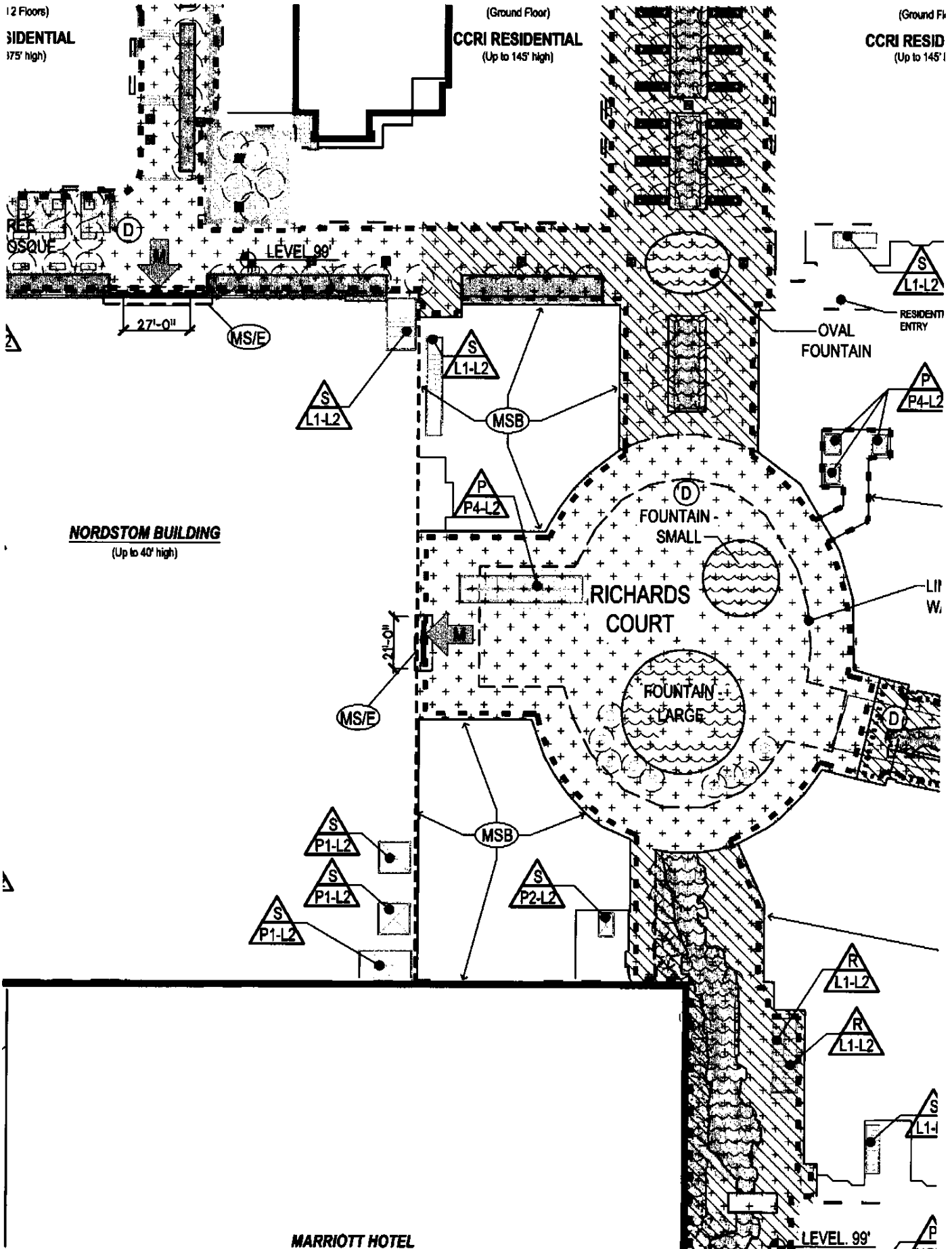
WEST TEMPLE STREET
EGRESS FROM PARKING
FACILITIES LEVEL P1

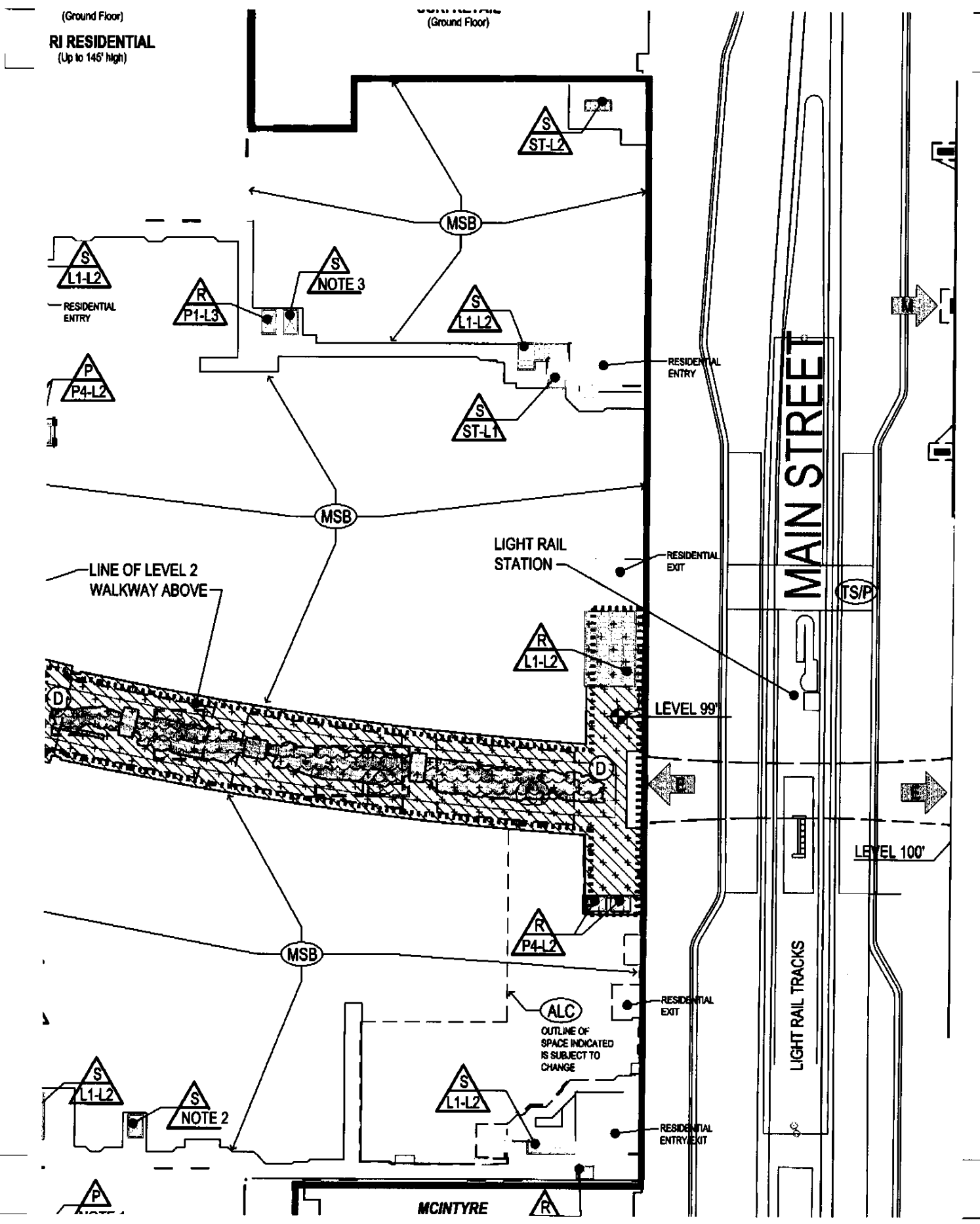


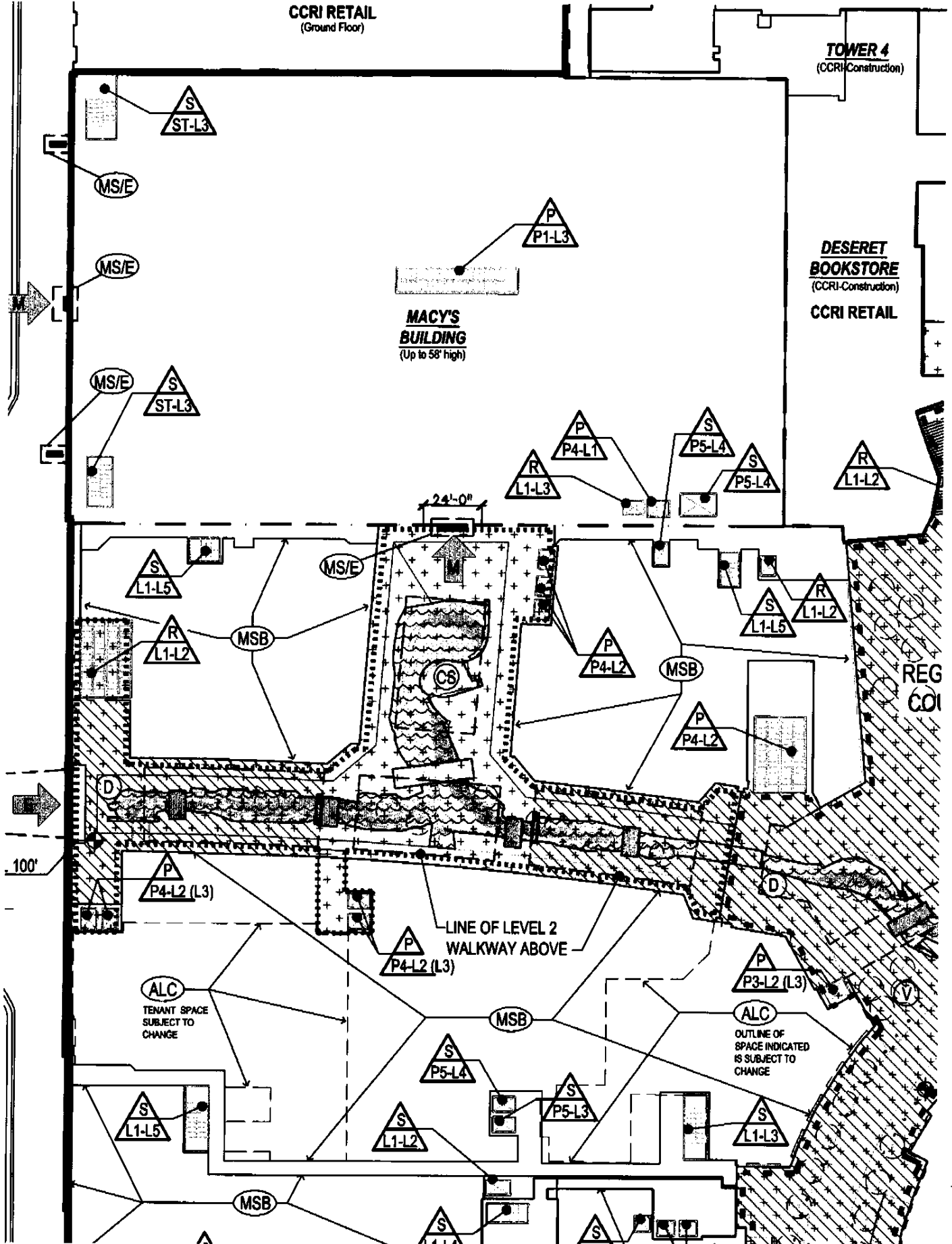
12 Floors
RESIDENTIAL
175' high

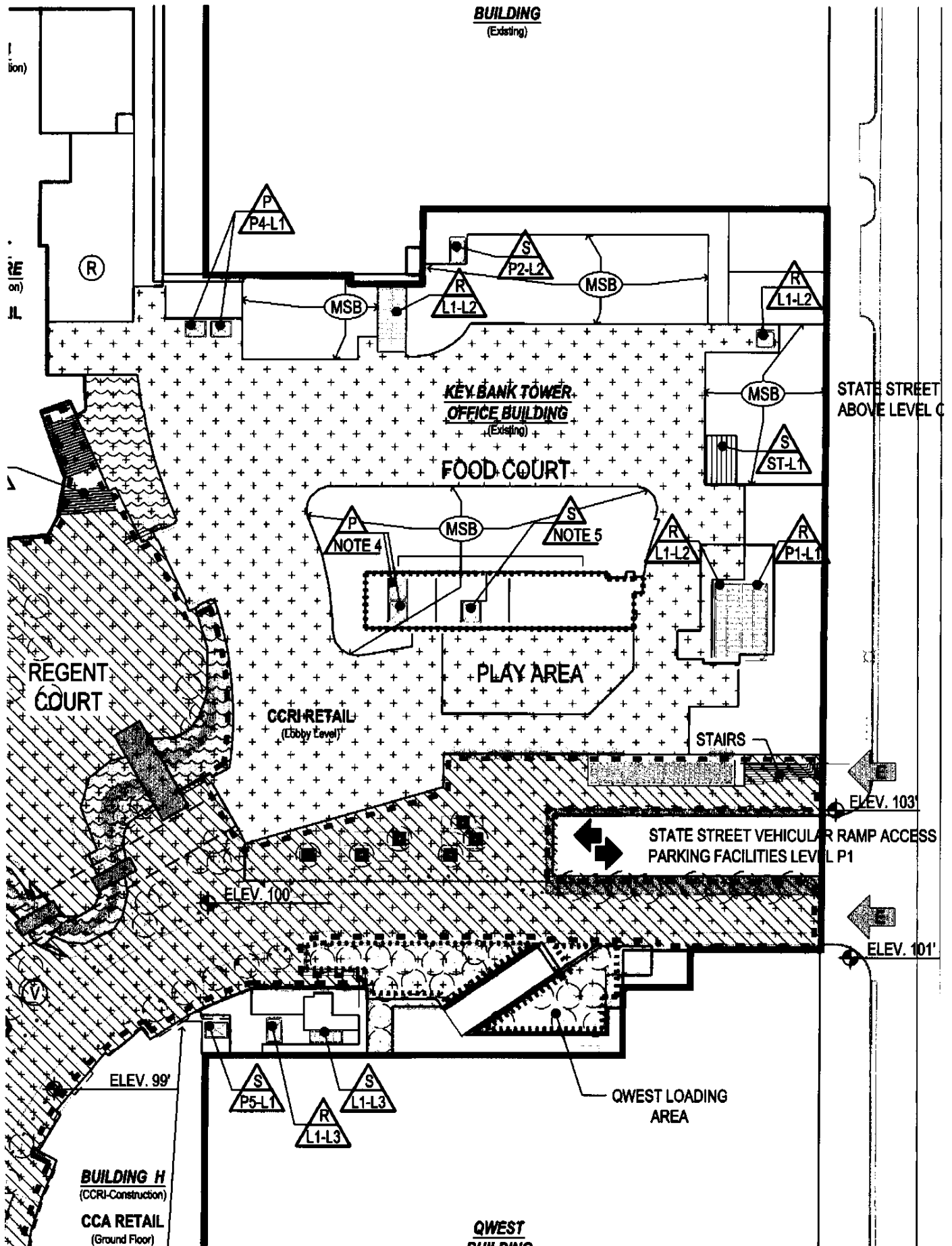
(Ground Floor)
CCRI RESIDENTIAL
(Up to 145' high)

(Ground Floor)
CCRI RESID
(Up to 145' high)









STREET
LEVEL ONE

STATE STREET

103

ACCESS TO

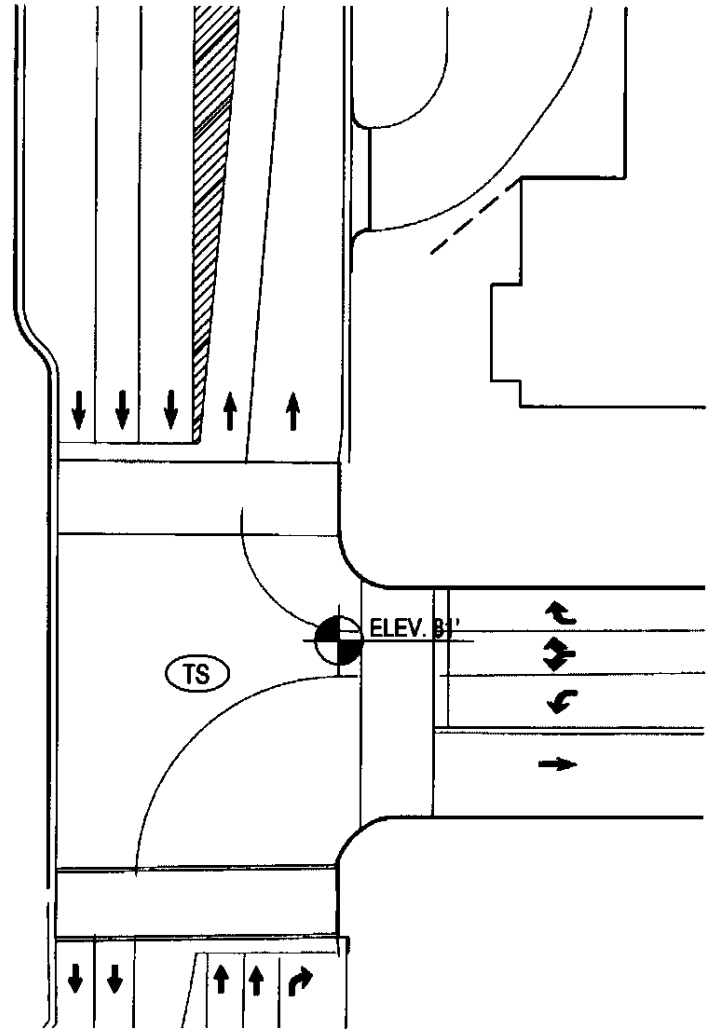
EV. 101'

Issued: 06/10/10

* NOTE: Original document is a color document. Do not copy except in full color.

A MIXED USE DEVELOPMENT
SALT LAKE CITY, UTAH

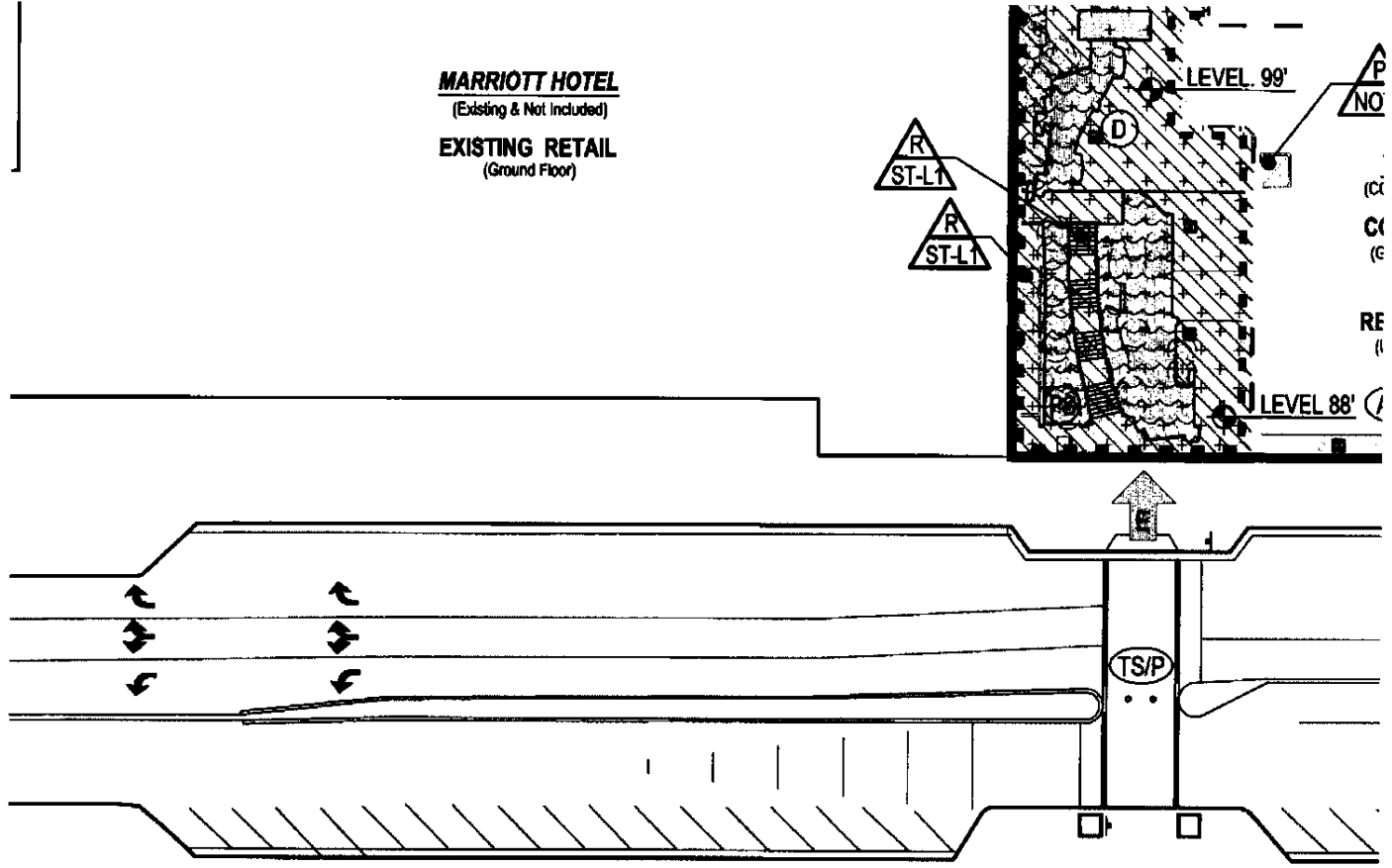
LOCAL EASEMENT AGREEMENT



PARKING LEGENDS

USE	FLOOR AREA (sf)	3.0 PERIOD			
		REQUIRED		PROVIDED	
		Ratio	Stalls	Ratio	Stalls
CCA RETAIL [1]	404,053	3.0	1,212	3.0	1,216
CCRI OFFICE [2]	1,426,763	3.0	4,280	3.0	4,280
CCRI RESIDENTIAL [3]	650	1.5	975	1.6	1,041
CCRI RETAIL [4]					
Non-financial	120,436	3.0	361	3.0	361
Financial services	28,820	3.0	86	3.0	86
MACYS BUILDING	154,952	3.0	465	3.0	465
NORDSTROM BUILDING	125,445	3.0	376	3.0	376

MARRIOTT HOTEL
 (Existing & Not Included)
EXISTING RETAIL
 (Ground Floor)

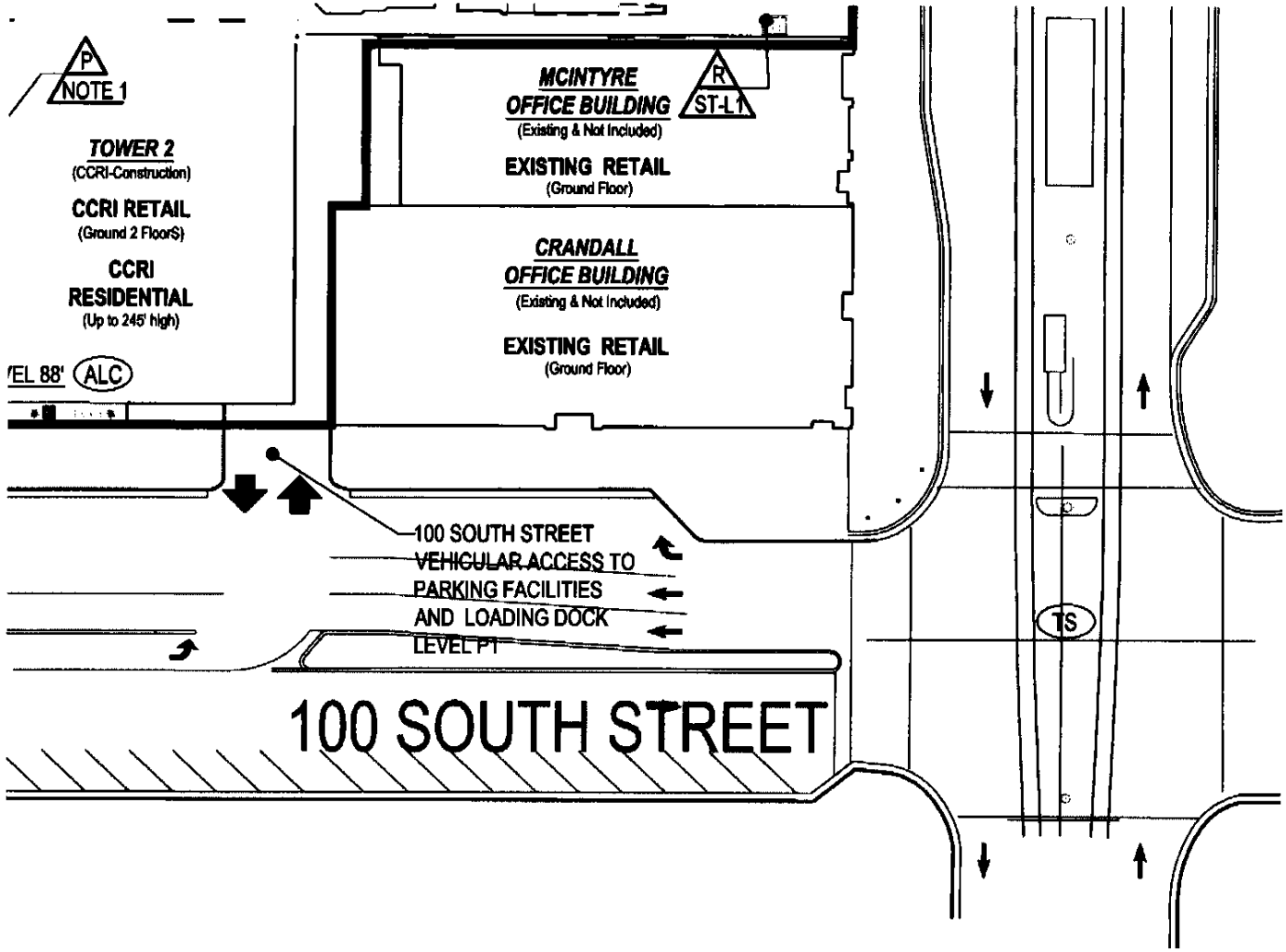


Stalls	4.5 PERIOD			
	REQUIRED		PROVIDED	
	Ratio	Stalls	Ratio	Stalls [2]
1,216	4.5	1,818	4.5	1,823
4,280	0.3	475	0.3	475
1,041	1.5	975	1.6	1,041
86	3.0	86	3.0	86
465	4.5	697	4.5	697
376	4.5	565	4.5	565

USE	FLOOR AREA (sf)	Ratio
CCA RETAIL [1]	404,053	
CCRI OFFICE [2]	1,426,763	
CCRI RESIDENTIAL [3]	650	
CCRI RETAIL [4]		
Non-financial	120,436	
Financial services	28,820	
MACYS BUILDING	154,952	
NORDSTROM BUILDING	125,445	

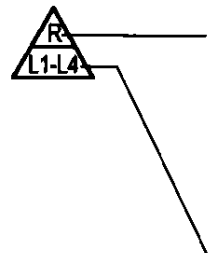
USE	LOCATION	Stalls Required
CCA RETAIL [1]		1,216
CCRI RETAIL [4]		
Non-financial		

USE	FLOOR AREA (sf)
-----	-----------------

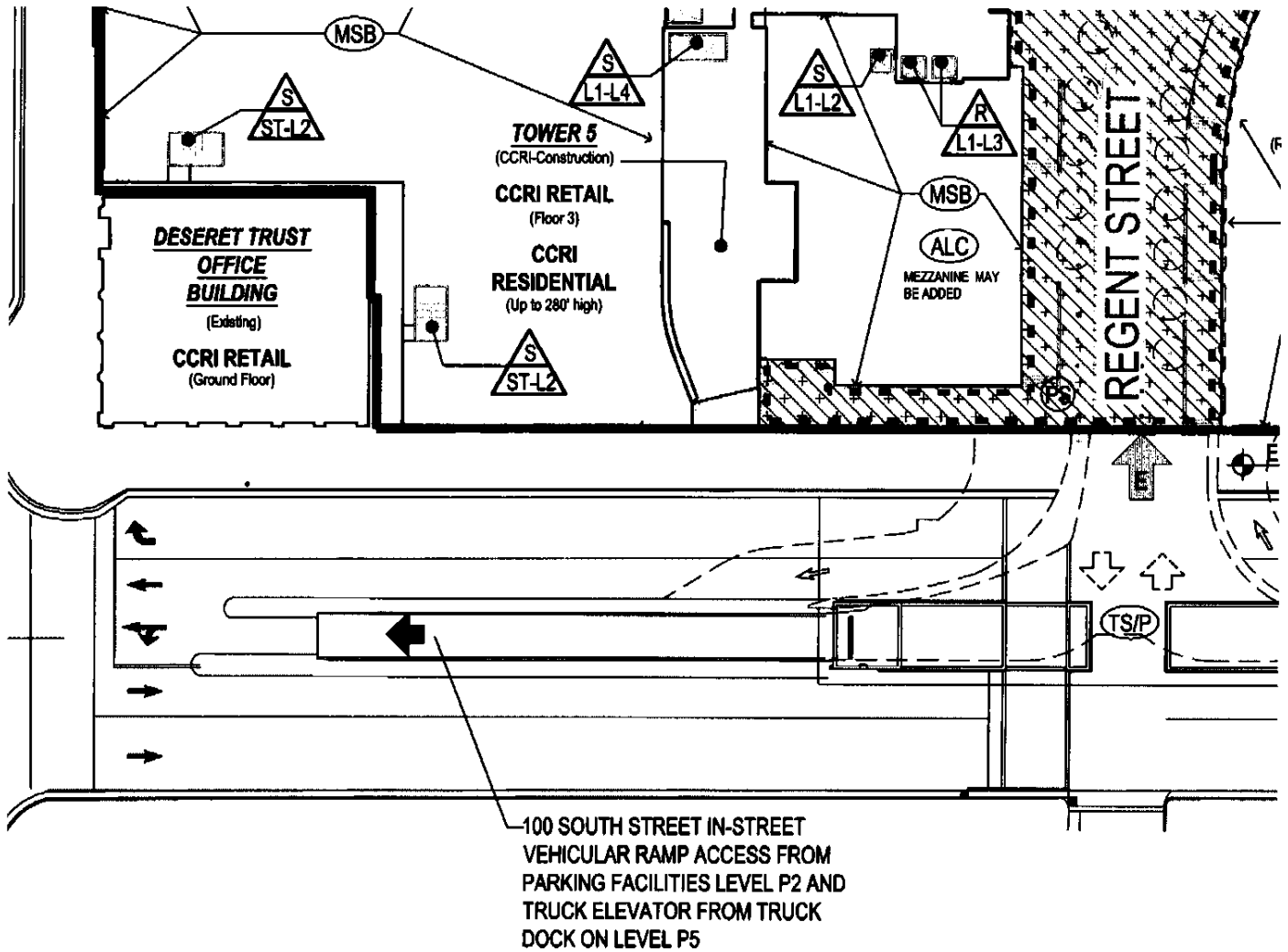


LEGEND

3.0 PERIOD				4.5 PERIOD			
REQUIRED		PROVIDED		REQUIRED		PROVIDED	
Ratio	Stalls	Ratio	Stalls	Ratio	Stalls	Ratio	Stalls [2]
3.0	1,212	3.0	1,216	4.5	1,818	4.5	1,823
3.0	4,280	3.0	4,280	0.3	475	0.3	475
1.5	975	1.6	1,041	1.5	975	1.6	1,041
3.0	86	3.0	86	3.0	86	3.0	86
3.0	465	3.0	465	4.5	697	4.5	697
3.0	376	3.0	376	4.5	565	4.5	565



3.0 PERIOD		4.5 PERIOD	
Stalls Required	Stalls Provided	Stalls Required	Stalls Provided
1,212		1,818	
975		512	



END

VERTICAL TRANSPORTATION KEY

- S = RETAIL SERVICE CONNECTION
- R = RETAIL-TO-RETAIL CONNECTION
- P = PARKING GARAGE-TO-RETAIL CONNECTION

LISTS LOWEST AND HIGHEST LEVELS SERVED (P=PARKING LEVEL, L=RETAIL LEVEL, ST=STREET). LEVELS IN PARENTHESES INDICATE POSSIBLE/ ANTICIPATED LEVELS TO BE SERVED IN THE FUTURE.

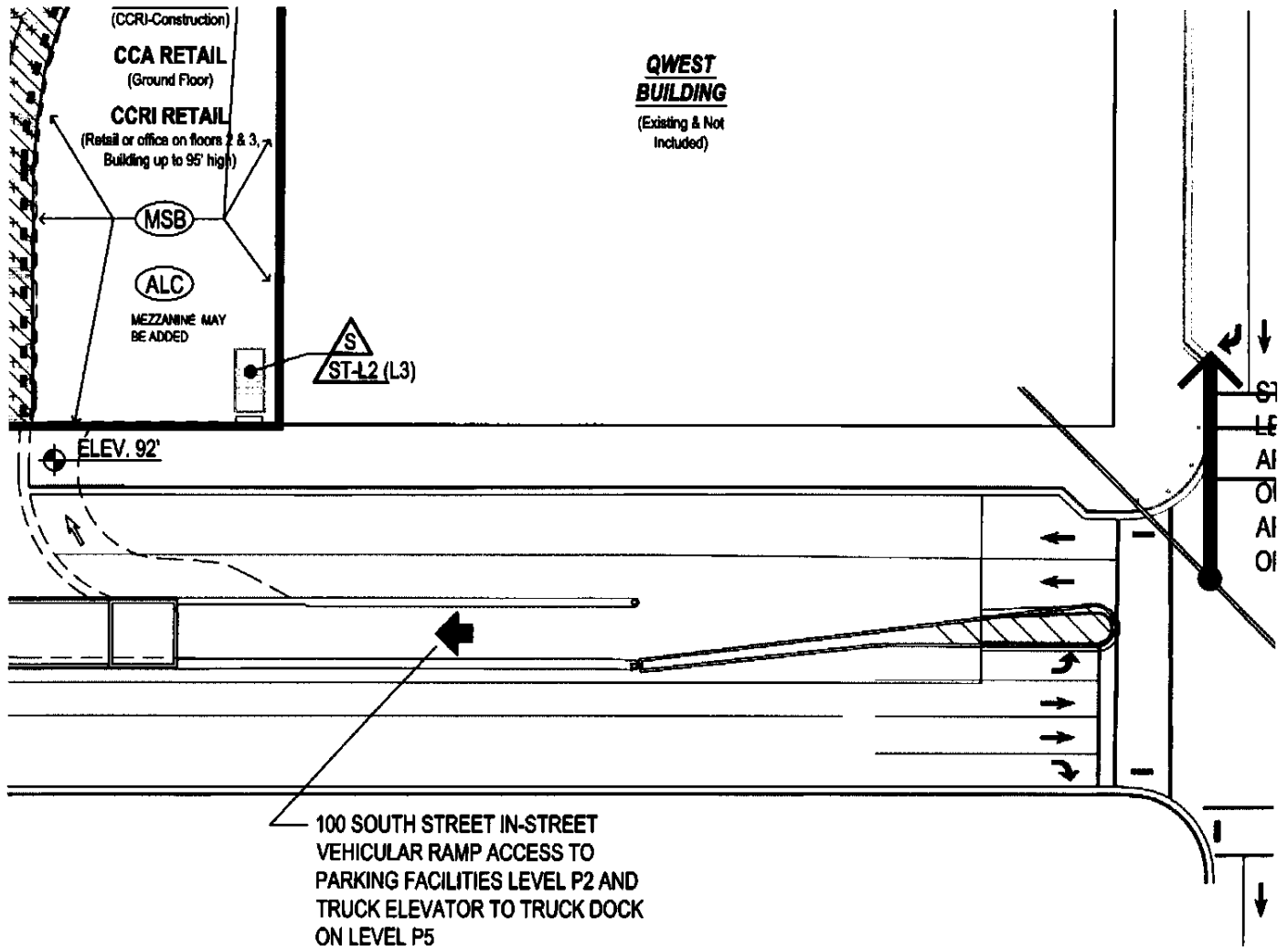
NOTE 1: ELEVATOR, LOWEST LEVEL AT RETAIL MANAGEMENT OFFICE AT EQUIVALANT P1 UNDER TOWER 2 OTHER

VEHICULAR ACCESS KEY

- ACCESS BETWEEN PARKING FACI PUBLIC STREET
- ACCESS BETWEEN PARKING GAR PUBLIC STREET BELOW (DASHED INDICATES BELOW GRADE CONDI
- ACCESS BETWEEN TEMPLE VIEW BUILDING PARKING AND SOUTH TI STREET (EXIT ONLY)

PEDESTRIAN ACCESS KEY

- MAJORS BUILDING ENTRANCES
- RETAIL CENTER ENTRY



BOUNDARIES

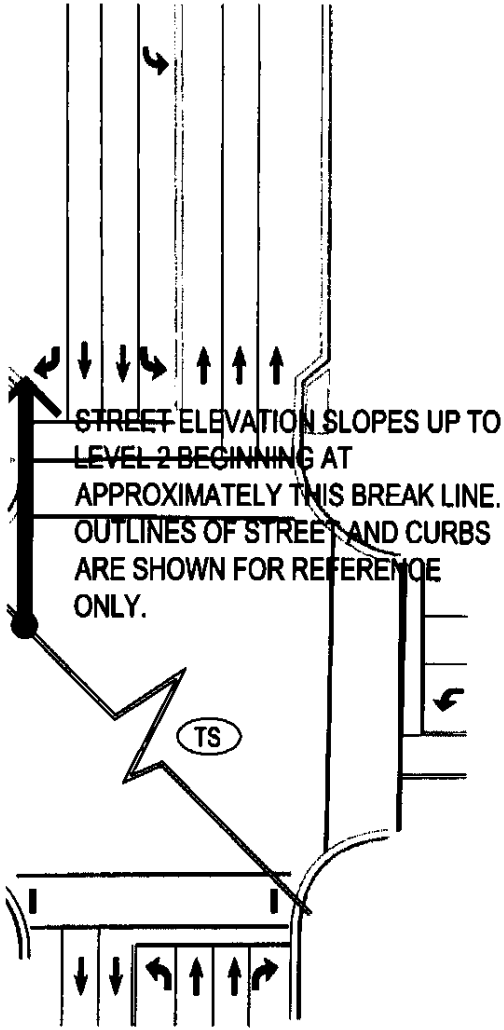
3 FACILITIES AND

3 GARAGE AND
 SHED LINE
 (CONDITION)

VIEW CENTER
 UTH TEMPLE

CES

- NORDSTROM PARCEL PROPERTY LINE AND PERMISSIBLE BUILDING AREA
- MACY'S PARCEL PROPERTY LINE AND PERMISSIBLE BUILDING AREA
- DEVELOPER PARCEL PROPERTY LINE
- PERMISSIBLE BUILDING AREA
- N/S CORRIDORS
- EW CORRIDORS



AREAS

+ + + + MALL

~~~~~ CREEK AND WATER FEATURES

////// PERMISSIBLE KIOSK AREA

# CREEK CENTER

## 3: CONSTRUCTION, OPERATION, AND RECIPROC N - LEVEL 1

RETAI  
OFFIC  
RESID  
ANCH

[1] CCA RETAIL consists of Mall Store Buildings and Anchor Stores.

[2] CCRI OFFICE consists of the Temple View Center Office Building, the Beneficial Finance Tower Office Building, Eagle Gate Tower Office Building, Key Bank Tower Office Building, D and Building H (floors 2 and 3).

[3] CCRI RESIDENTIAL consists of Tower 1, Tower 2, Tower 5, Tower 6, Tower 7 and Resi

[4] CCRI RETAIL consists of retail in Temple View Center Office Building (ground floor), the Building (ground floor), Zions Bank Tower Office Building (ground floor), Eagle Gate Tower Office Building (ground floor), Deseret Trust Office Building (ground floor), Tower 1 ( Tower 4 (ground floor), Tower 5 (3rd floor), Tower 6 (ground floor), Tower 7 (ground floor), a

*These exhibits are based upon project plans by Hobbs + Black Associates current as and base plans imported from other project Architects of Record current as of 11/18/0*

| USE         | FLOOR AREA (sf) |          |
|-------------|-----------------|----------|
|             | Block 75        | Block 76 |
| RETAIL      | 279,336         | 273,973  |
| OFFICE      | 1,118,086       | 308,677  |
| RESIDENTIAL | 146             | 504      |
| ANCHOR      | 154,952         | 125,445  |

Financial Group Tower Office Building, Zions Bank  
ding, Deseret Trust Office Building, and Tower 4,

d Residential Above Retail Units.  
or), the Beneficial Financial Group Tower Office  
Tower Office Building (ground floor), Key Bank  
wer 1 (ground floor), Tower 2 (ground 2 floors),  
floor), and Deseret Bookstore.

ent as of 11/16/09  
11/18/09.

|                                                                                                                                               |                   |    |
|-----------------------------------------------------------------------------------------------------------------------------------------------|-------------------|----|
| <b>CCA RETAIL [1]</b><br><b>CCRI RETAIL [4]</b><br>Non-financial<br>Financial services<br><b>MACY'S BUILDING</b><br><b>NORDSTROM BUILDING</b> | On-Site           |    |
|                                                                                                                                               | Block 75          |    |
|                                                                                                                                               | Block 76          |    |
|                                                                                                                                               | Main St. Garage   |    |
|                                                                                                                                               | Adjacent Blocks   |    |
|                                                                                                                                               | Block 70          |    |
|                                                                                                                                               | Total Retail      | 2, |
| <b>CCRI OFFICE [2]</b>                                                                                                                        | On-Site           | 4, |
|                                                                                                                                               | Block 75          |    |
|                                                                                                                                               | Block 76          |    |
|                                                                                                                                               | Main St. Garage   |    |
|                                                                                                                                               | Adjacent Blocks   |    |
|                                                                                                                                               | Block 70          |    |
|                                                                                                                                               | Block 74          |    |
|                                                                                                                                               | Block 85          |    |
|                                                                                                                                               | Total Office      | 4, |
| <b>CCRI RESIDENTIAL [3]</b>                                                                                                                   | On-Site           |    |
|                                                                                                                                               | Block 75          |    |
|                                                                                                                                               | Block 76          |    |
|                                                                                                                                               | Main St. Garage   |    |
|                                                                                                                                               | Total Residential |    |

|       |       |       |       |
|-------|-------|-------|-------|
| 1,212 |       | 1,818 |       |
| 361   |       | 542   |       |
| 86    |       | 86    |       |
| 465   |       | 697   |       |
| 376   |       | 565   |       |
|       | 1,237 |       | 1,703 |
|       | 1,189 |       | 1,744 |
|       | 79    |       | 79    |
|       |       |       | 187   |
| 2,501 | 2,505 | 3,708 | 3,713 |
| 4,28  |       | 475   |       |
|       | 762   |       | 297   |
|       | 643   |       | 88    |
|       | 90    |       | 90    |
|       | 322   |       |       |
|       | 1,048 |       |       |
|       | 1,415 |       |       |
| 4,280 | 4,280 | 475   | 475   |
|       |       | 975   |       |
|       | 221   |       | 221   |
|       | 647   |       | 647   |
|       | 173   |       | 173   |
| 975   | 1,041 | 975   | 1,041 |

RETAIL MANAGEMENT OFFICE AT  
EQUIVALANT P1 UNDER TOWER 2 OTHER  
STOPS AT LEVELS 88', 99', 108'  
**NOTE 2: ELEVATOR, LOWEST LEVEL = P1  
WITH STOPS AT LEVEL 88', L1 (99') & 108', & L2  
(118')**

**NOTE 3: ELEV. LOWEST STOP AT P1; OTHER  
STOPS AT L1, L2, & L3 ( L3 PROVIDED FOR  
RESIDENTIAL SERVICE ONLY)**

**NOTE 4: ELEV. LOWEST STOP AT P2; OTHER  
STOPS AT L1, L2, & OFFICES ABOVE**

**NOTE 5: ELEV. LOWEST STOP AT P3; OTHER  
STOPS AT P2, L1, L2, & OFFICES ABOVE**

 ESCALATOR












 ELEVATOR

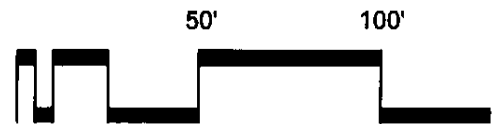
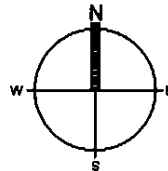
 STAIR

 MAJORS BUILDING ENTRANCES

 RETAIL CENTER ENTRY

**PHYSICAL ELEMENTS**

-  MALL STORE BUILDINGS
-  DIRECTORIES
-  PROJECT IDENTIFICATION SIGN
-  RESTROOMS
-  VALET STATION
-  CUSTOMER SERVICE BOOTH
-  MALL STORE BUILDING WHERE TE  
MAY SERVE ALCOHOL
-  SIGNALIZED STREET INTERSECTI
-  SIGNALIZED STREET INTERSECTI  
PEDESTRIAN ACTIVATED
-  MAJORS IDENTIFICATION SIGN
-  MAJORS IDENTIFICATION SIGN - B  
OR SIGN ENCROACHMENT INTO C  
PARCEL OR PUBLIC RIGHT-OF-WA



..... EW CORRIDORS

UES

LOCATIC

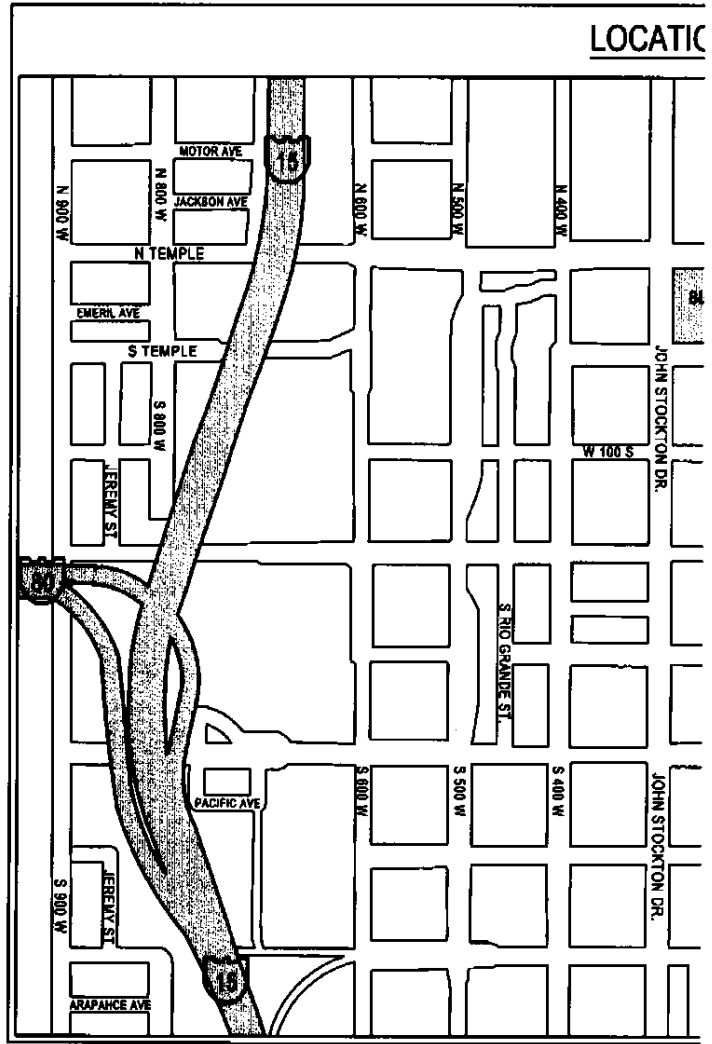
SIGN

H  
ERE TENANTS

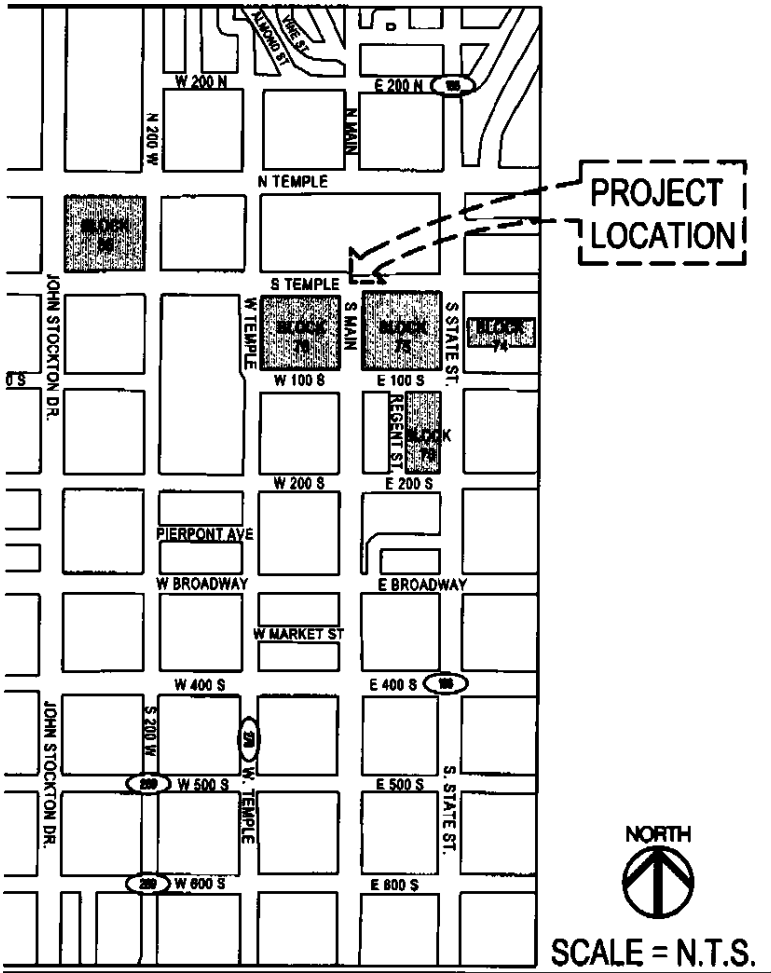
SECTION  
SECTION -

IGN  
IGN - BUILDING  
INTO DEVELOPER  
OF-WAY

200'



LOCATION MAP:



**CITY**

**EXHIBIT B: (**  
**SITE PLAN -**

**SHEET**

**1 OF 9**



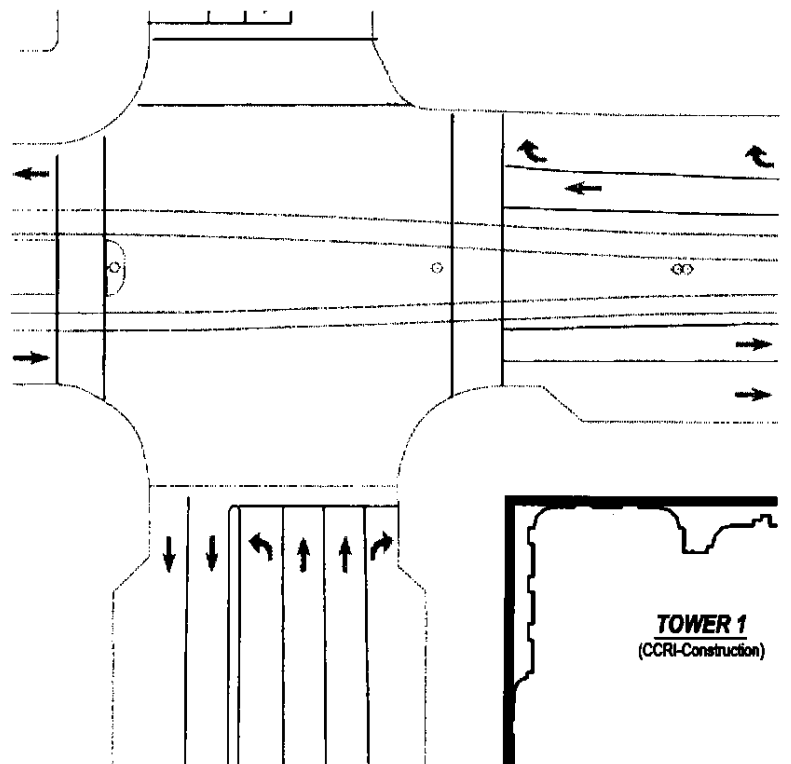
**EXHIBIT B  
SITE PLAN**

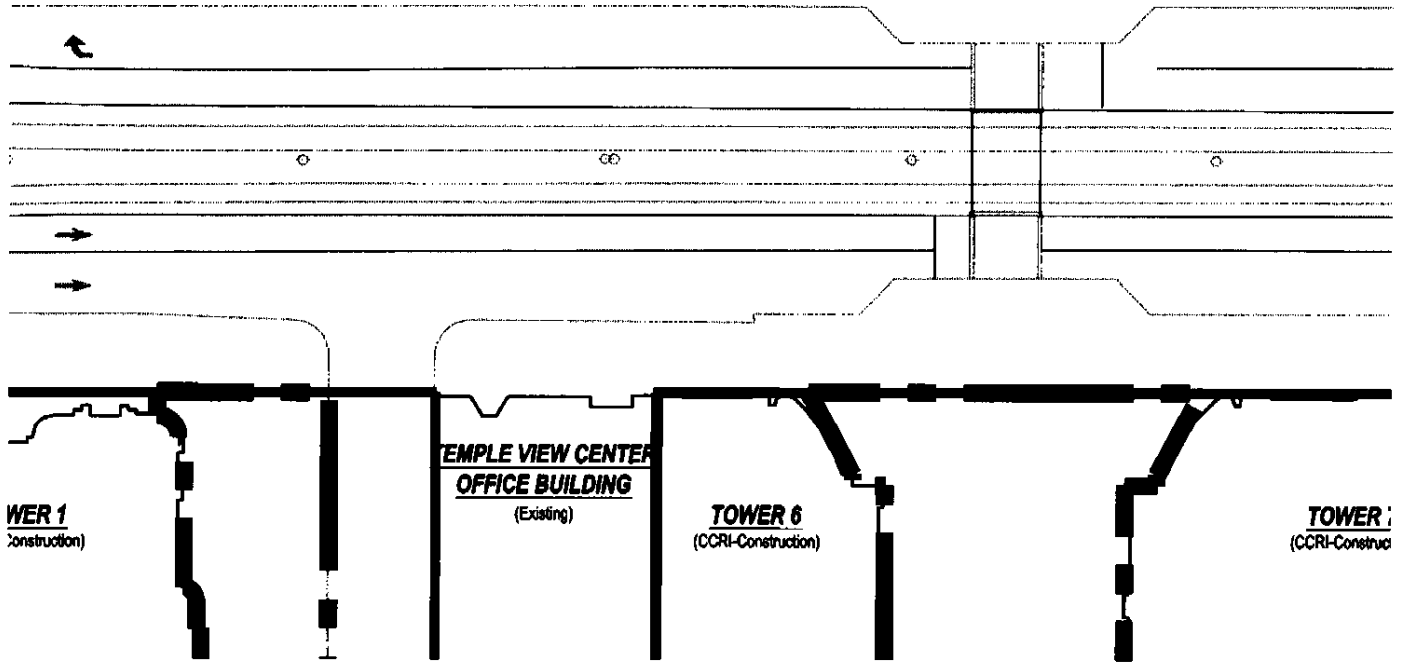
**L-2**

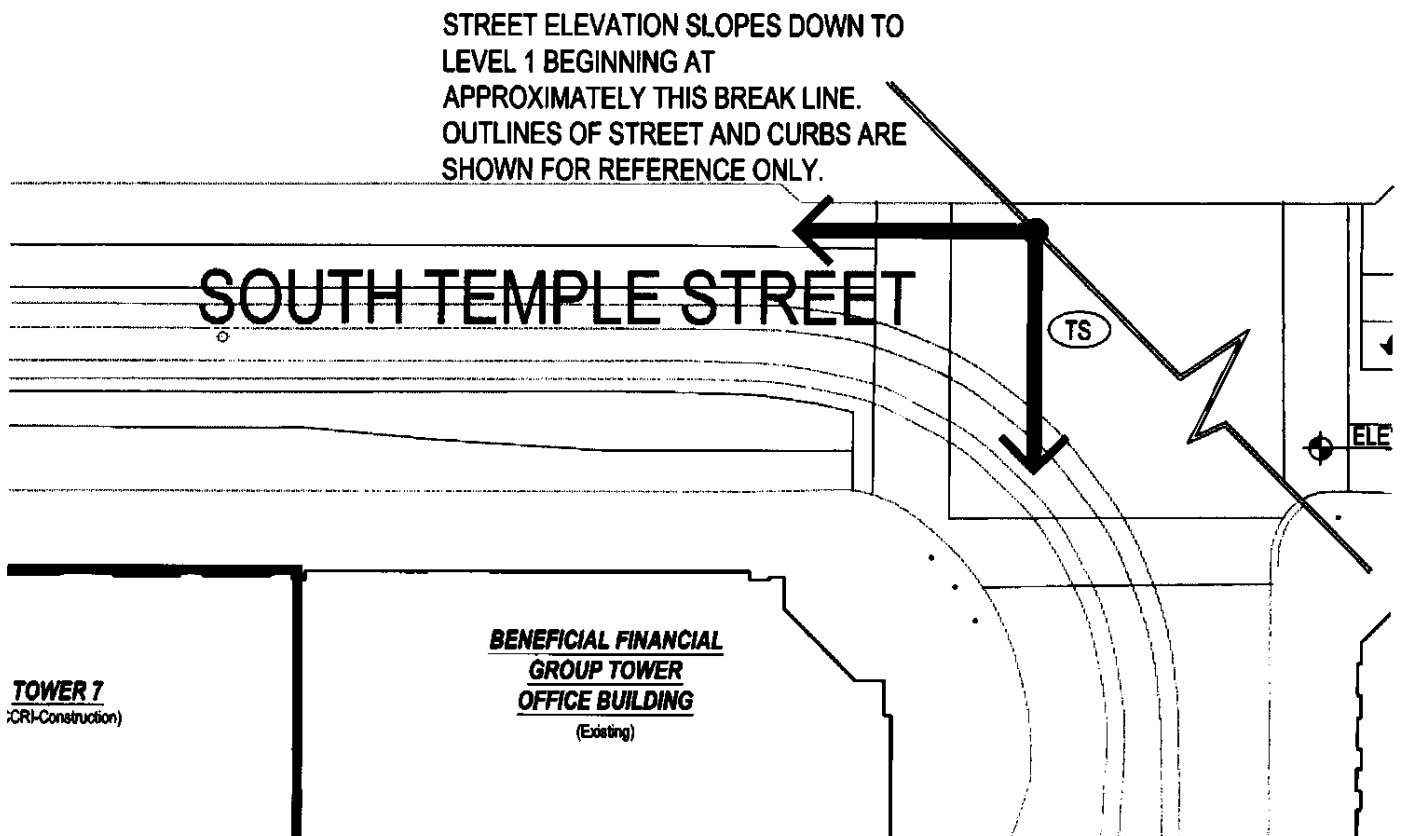
This is the second of nine sheets comprising the Site Plan. The actual size of the sheet is 44 inches wide and 34 inches in height. The original sheet was electronically “cut” into 24 pages. The pages are numbered and can be assembled as shown in the chart below to show the entire sheet. There are registration marks on each page to aid in the alignment of the pages.

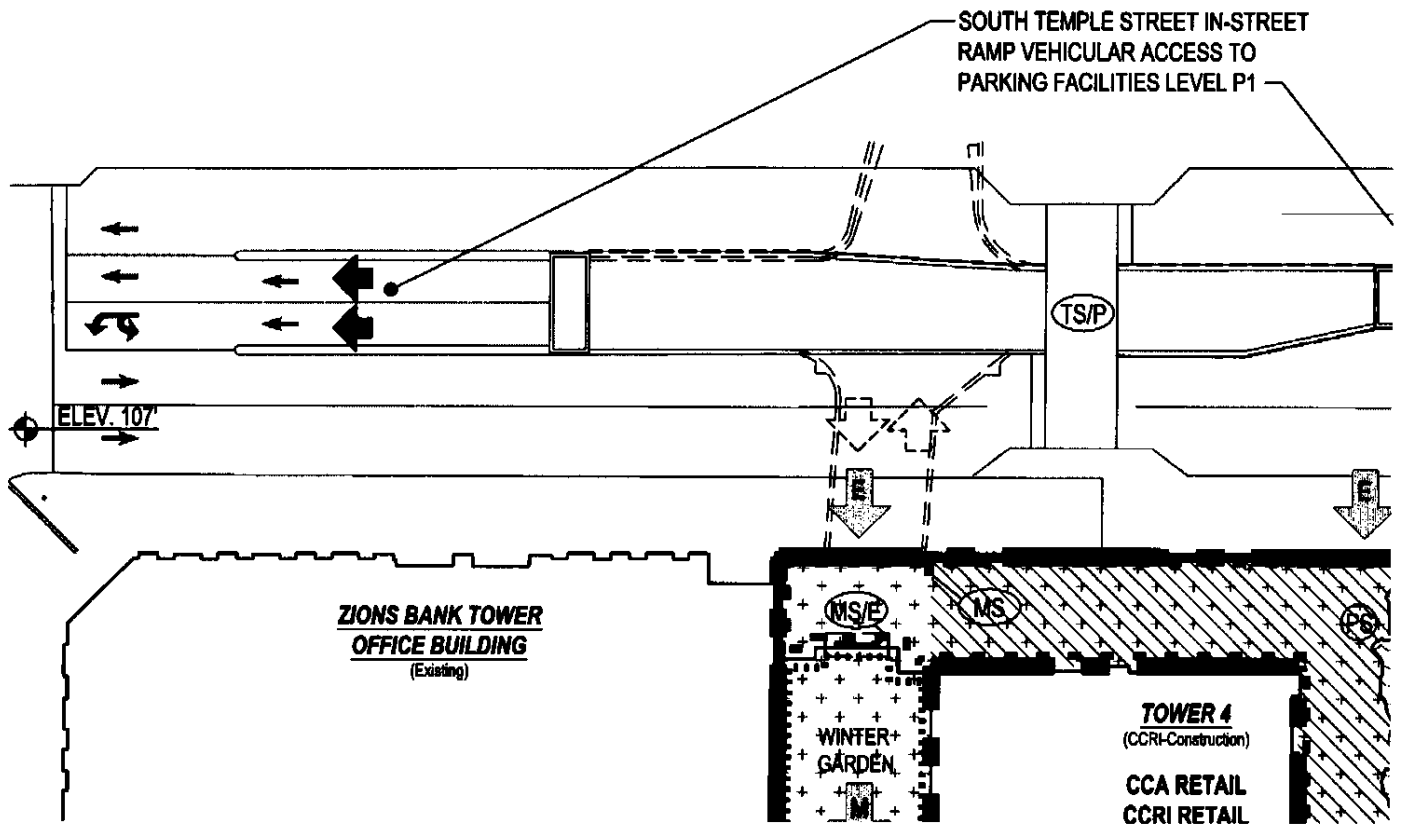
**KEY CODE**

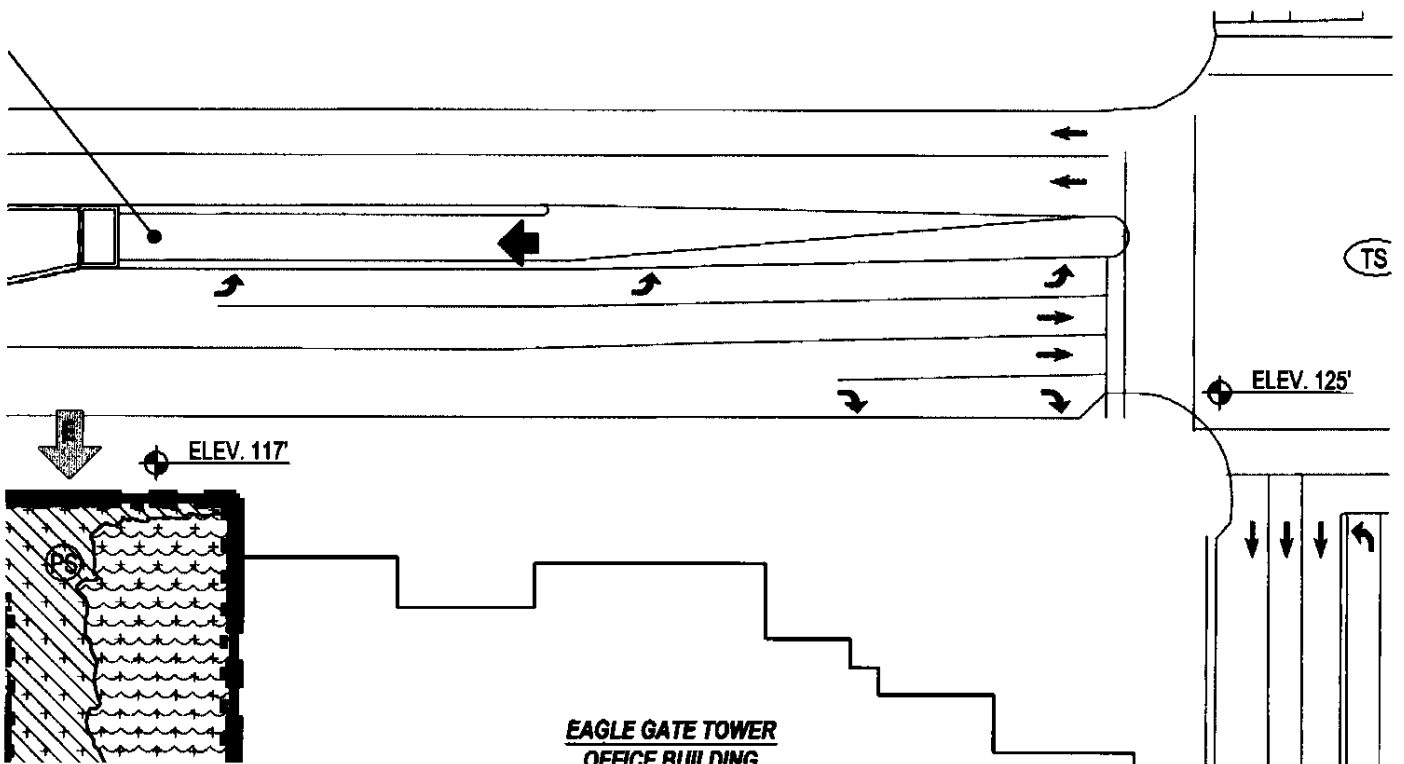
|       |       |       |       |       |       |
|-------|-------|-------|-------|-------|-------|
| (1,1) | (1,2) | (1,3) | (1,4) | (1,5) | (1,6) |
| (2,1) | (2,2) | (2,3) | (2,4) | (2,5) | (2,6) |
| (3,1) | (3,2) | (3,3) | (3,4) | (3,5) | (3,6) |
| (4,1) | (4,2) | (4,3) | (4,4) | (4,5) | (4,6) |



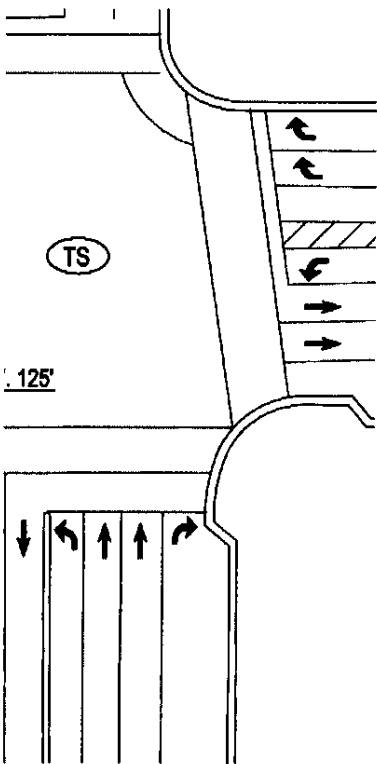




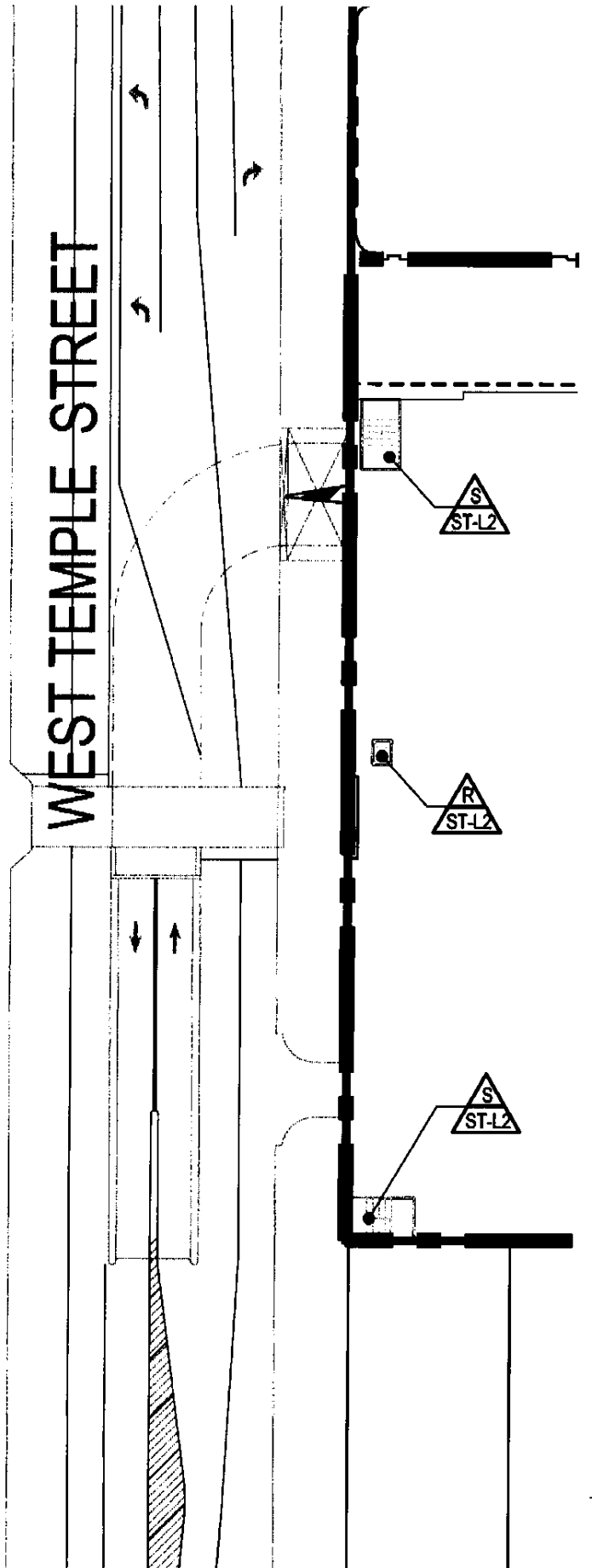




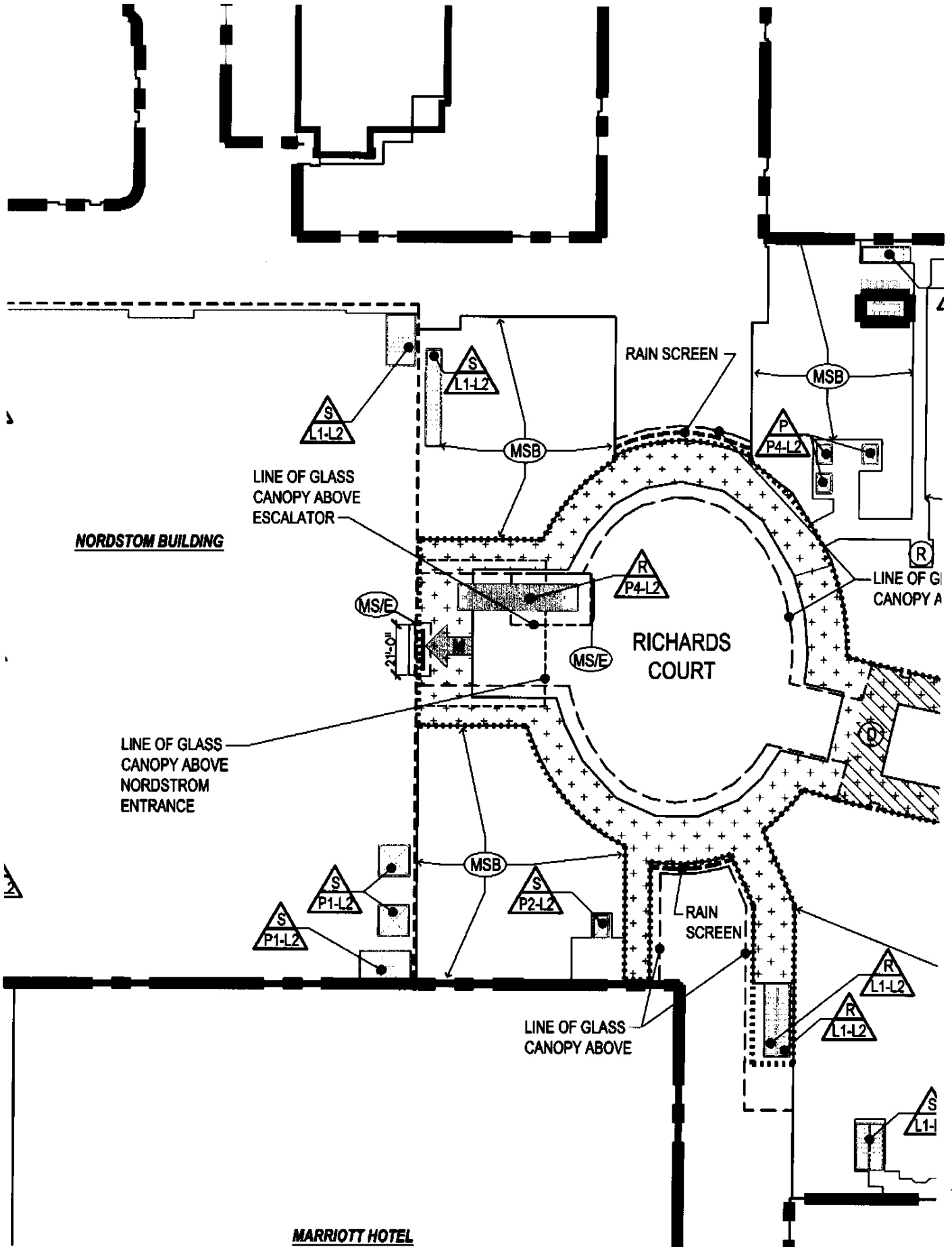
**EAGLE GATE TOWER**  
**OFFICE RING**

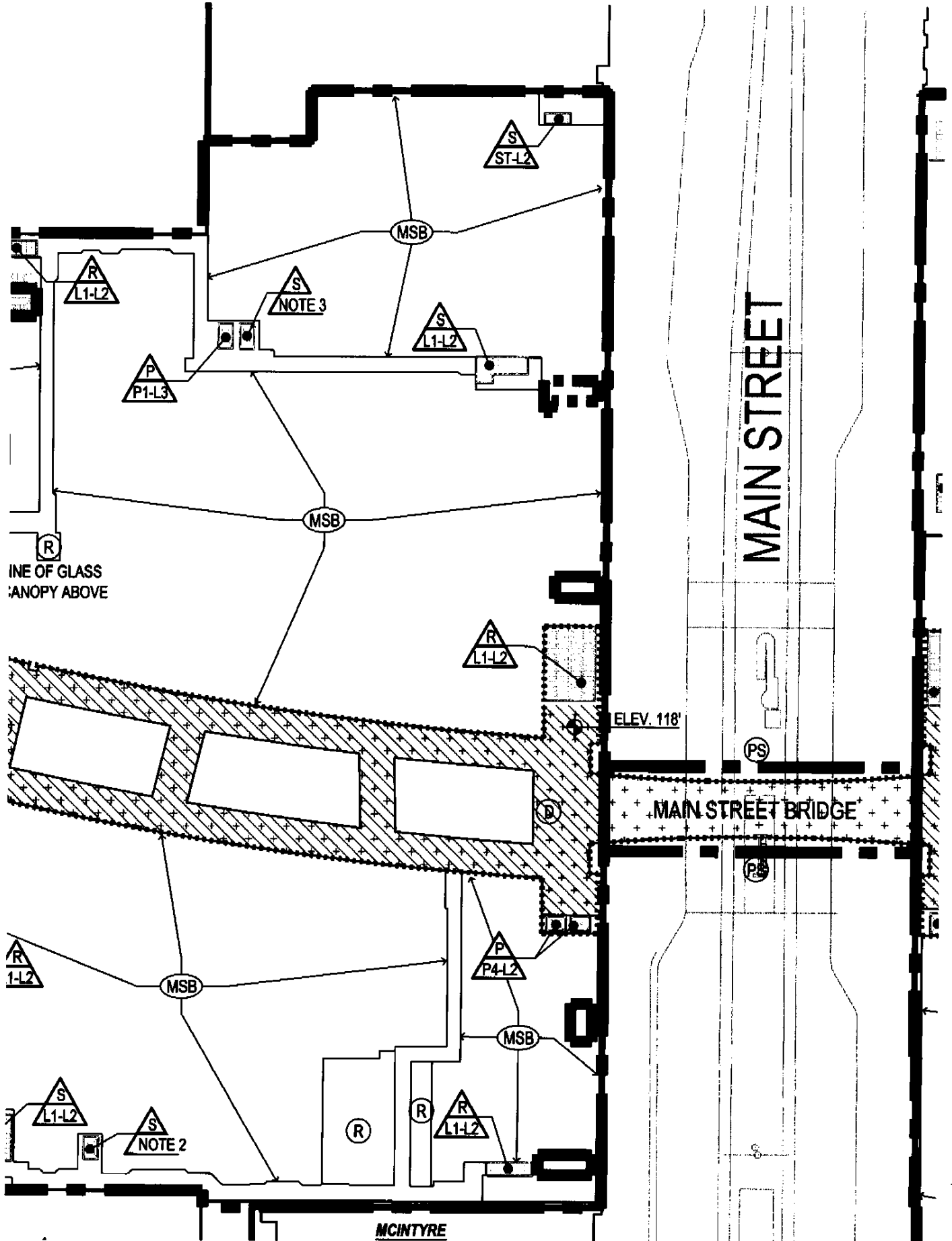


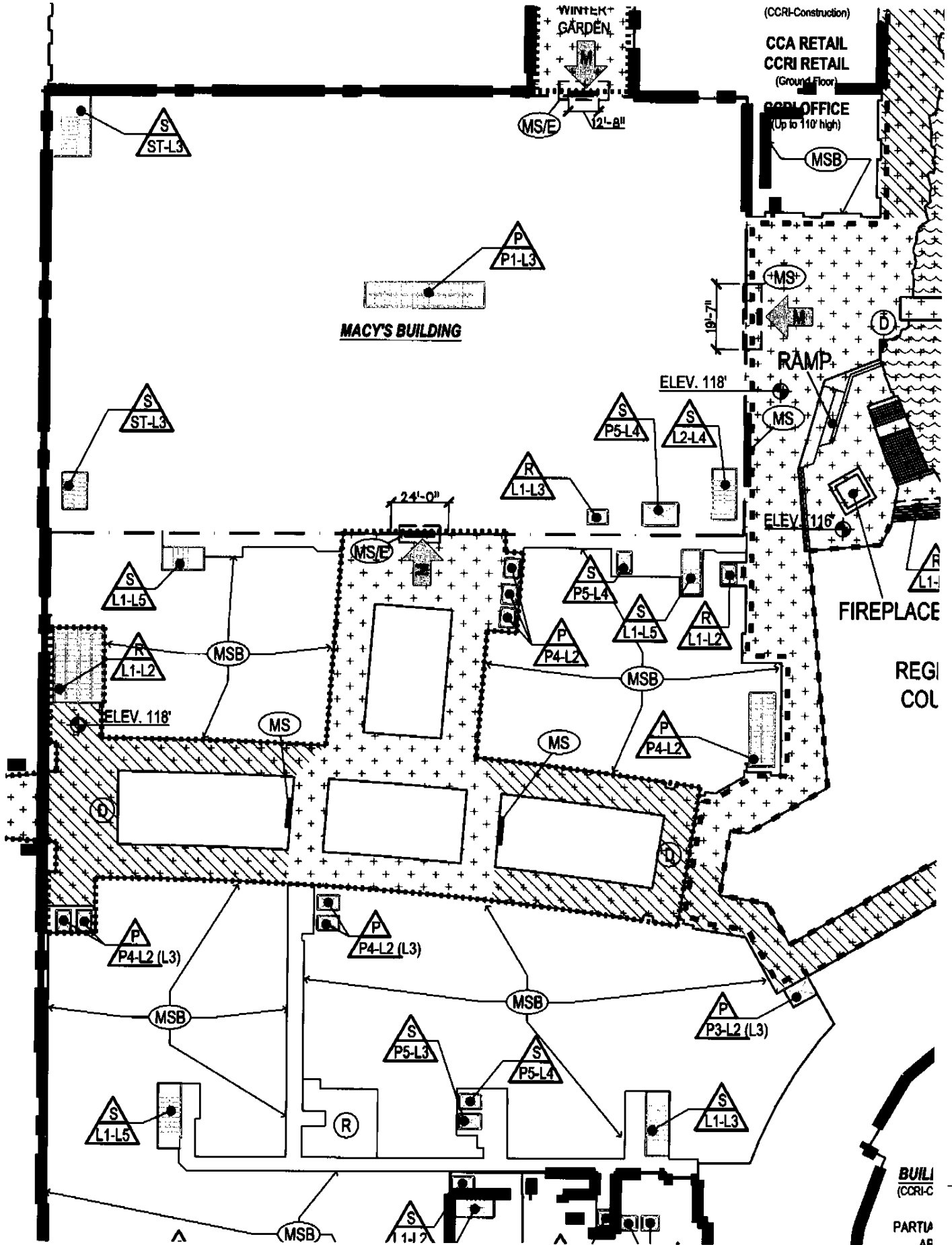
|                                                                                                         |                                                                  |
|---------------------------------------------------------------------------------------------------------|------------------------------------------------------------------|
| <br><b>Taubman</b> | <b>200 E. LONG LAKE ROAD<br/>BLOOMFIELD HILLS, MI 48303-0200</b> |
|---------------------------------------------------------------------------------------------------------|------------------------------------------------------------------|

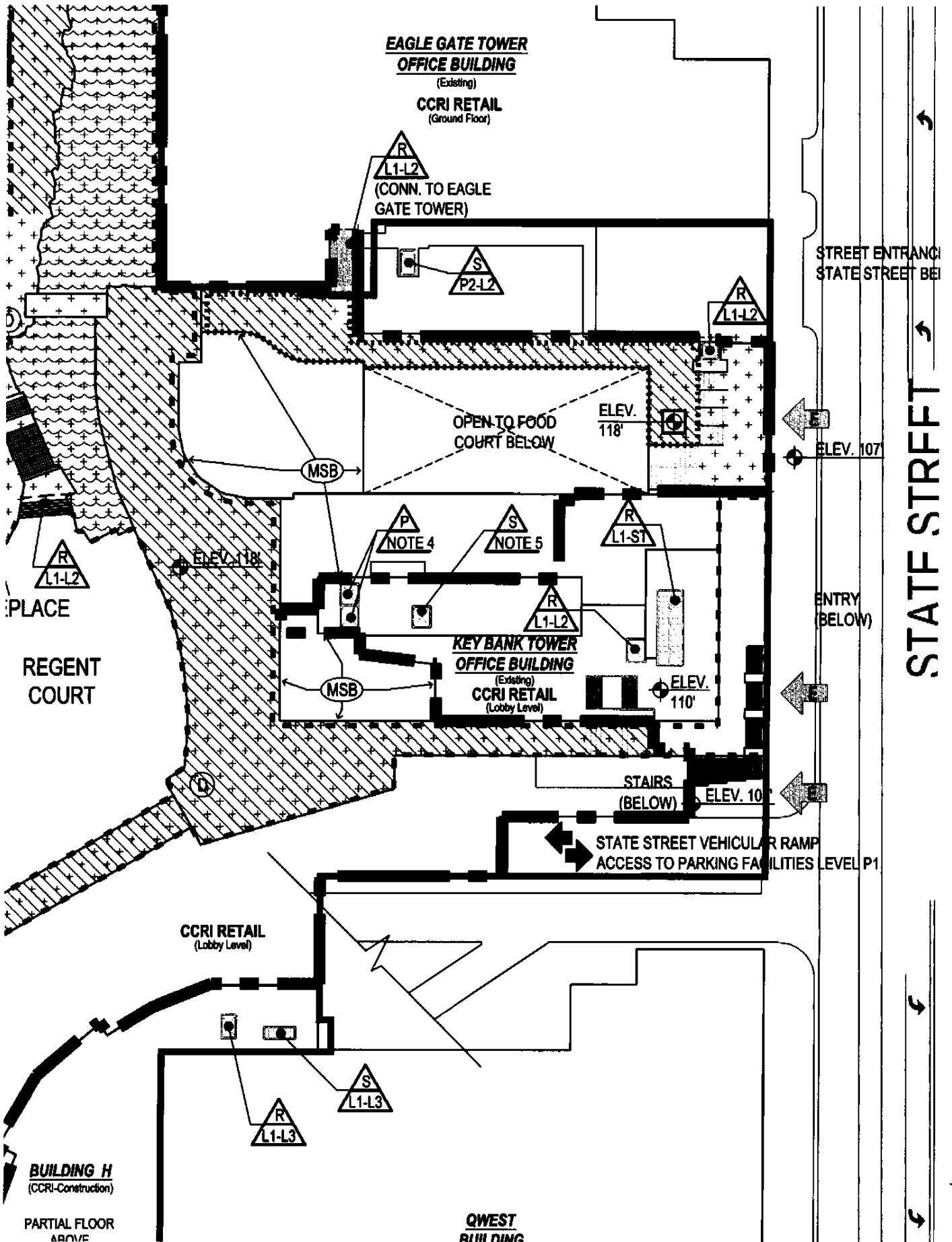












ENTRANCE ON  
STREET BELOW

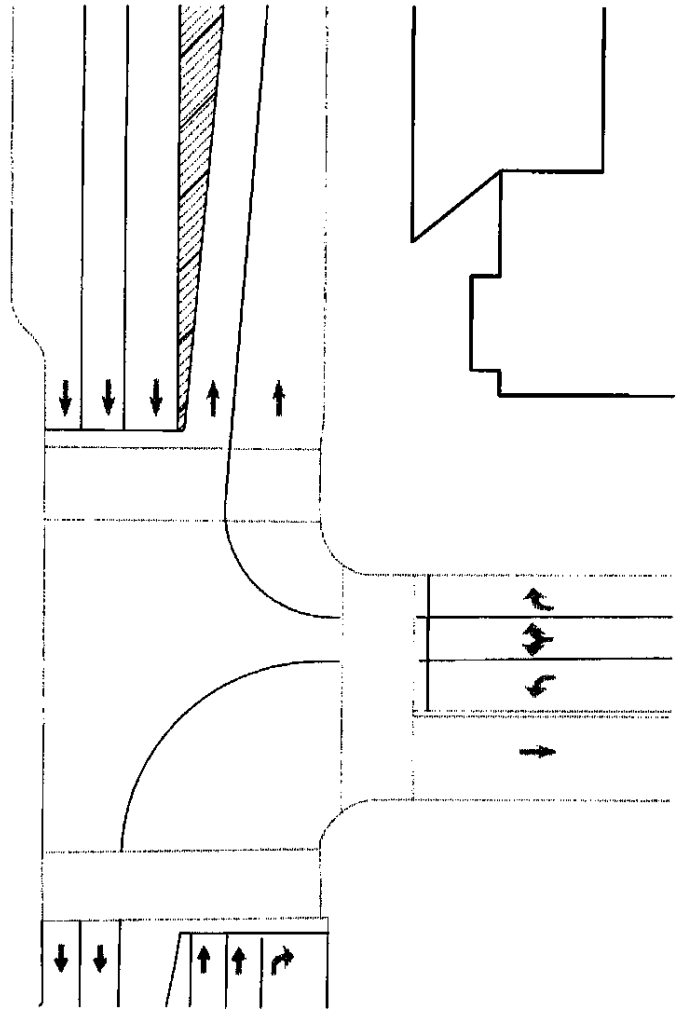
STATE STREET

Issued: 06/10/10

\* NOTE: Original document is a color document. Do not copy except in full color.

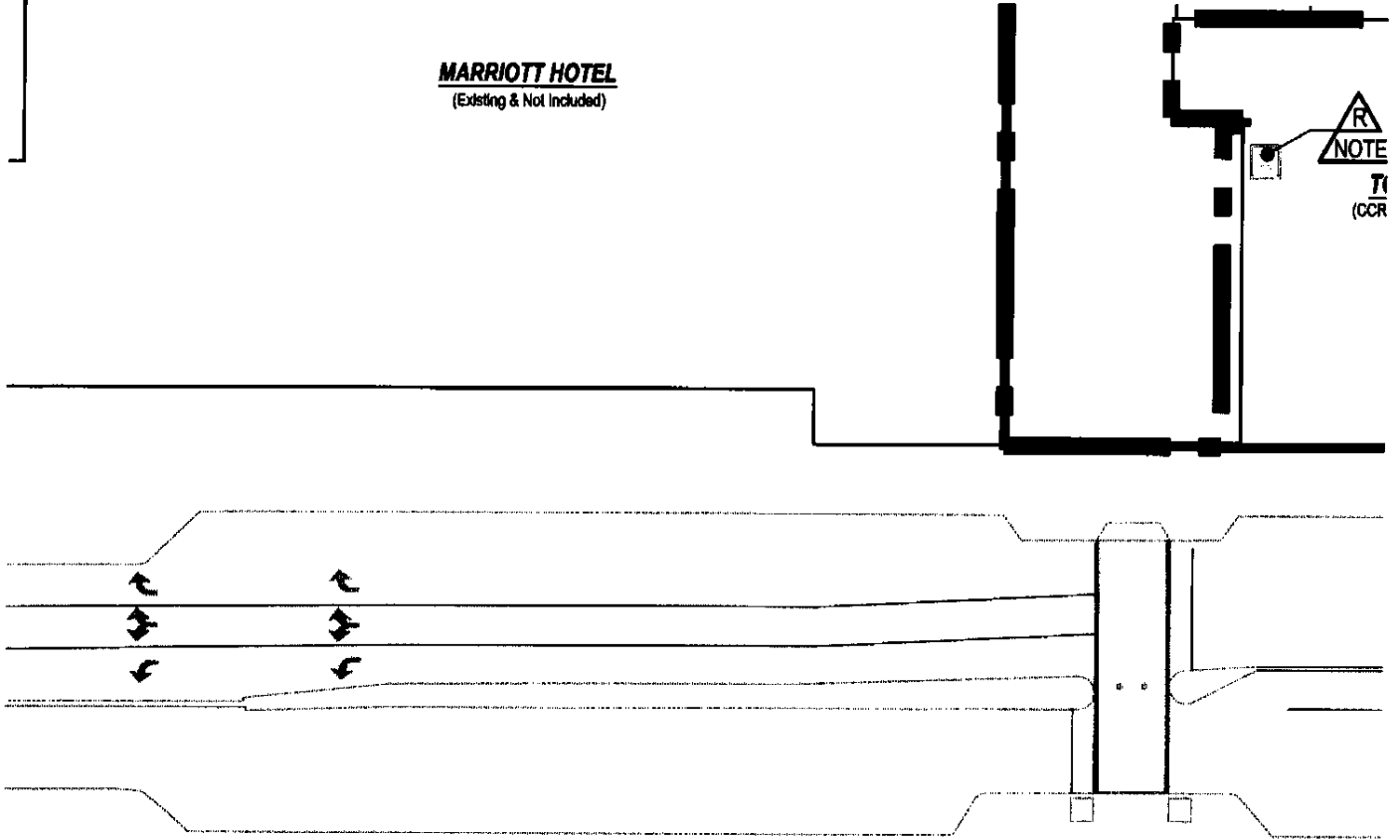
A MIXED USE DEVELOPMENT  
SALT LAKE CITY, UTAH

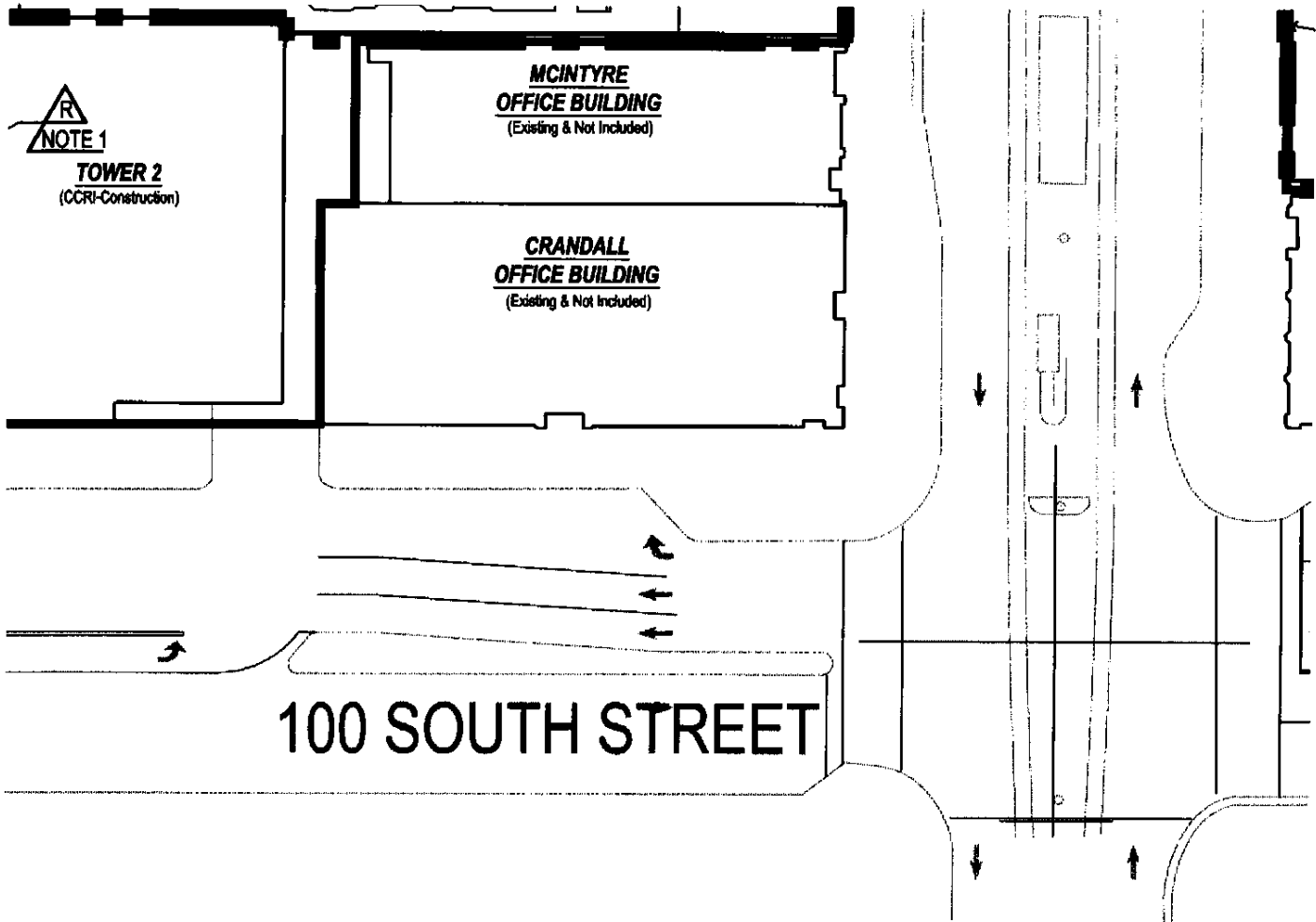
**LOCAL EASEMENT AGREEMENT**



**MARRIOTT HOTEL**  
(Existing & Not Included)

**R**  
**NOTE**  
**T1**  
(CCR)

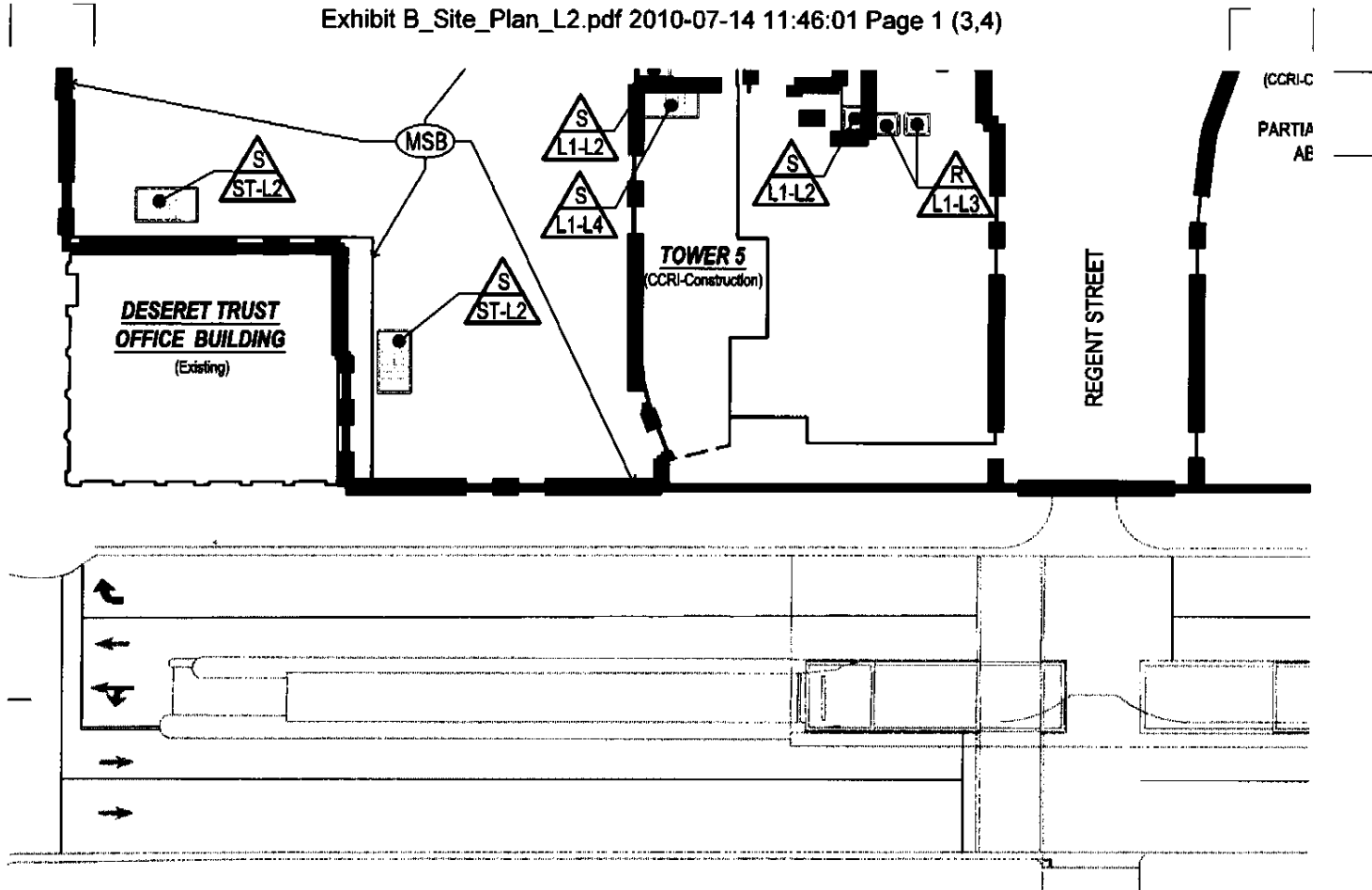




# LEGEND

- VE
  - S
  - R
  - P
  - LIS
  - SE
  - LE
  - PA
  - AN
  - FU
  - NC
  - M/
  - UN
  - RR
- A triangular warning symbol with the letter 'R' and the text "L1-L4" is shown with a line pointing to the list.





**END**

VERTICAL TRANSPORTATION KEY

- S = RETAIL SERVICE CONNECTION
- R = RETAIL-TO-RETAIL CONNECTION
- P = PARKING GARAGE-TO-RETAIL CONNECTION

LISTS HIGHEST AND LOWEST LEVELS SERVED (P=PARKING LEVEL, L=RETAIL LEVEL, ST=STREET). LEVELS IN PARENTHESES INDICATE POSSIBLE/ ANTICIPATED LEVELS TO BE SERVED IN THE FUTURE.

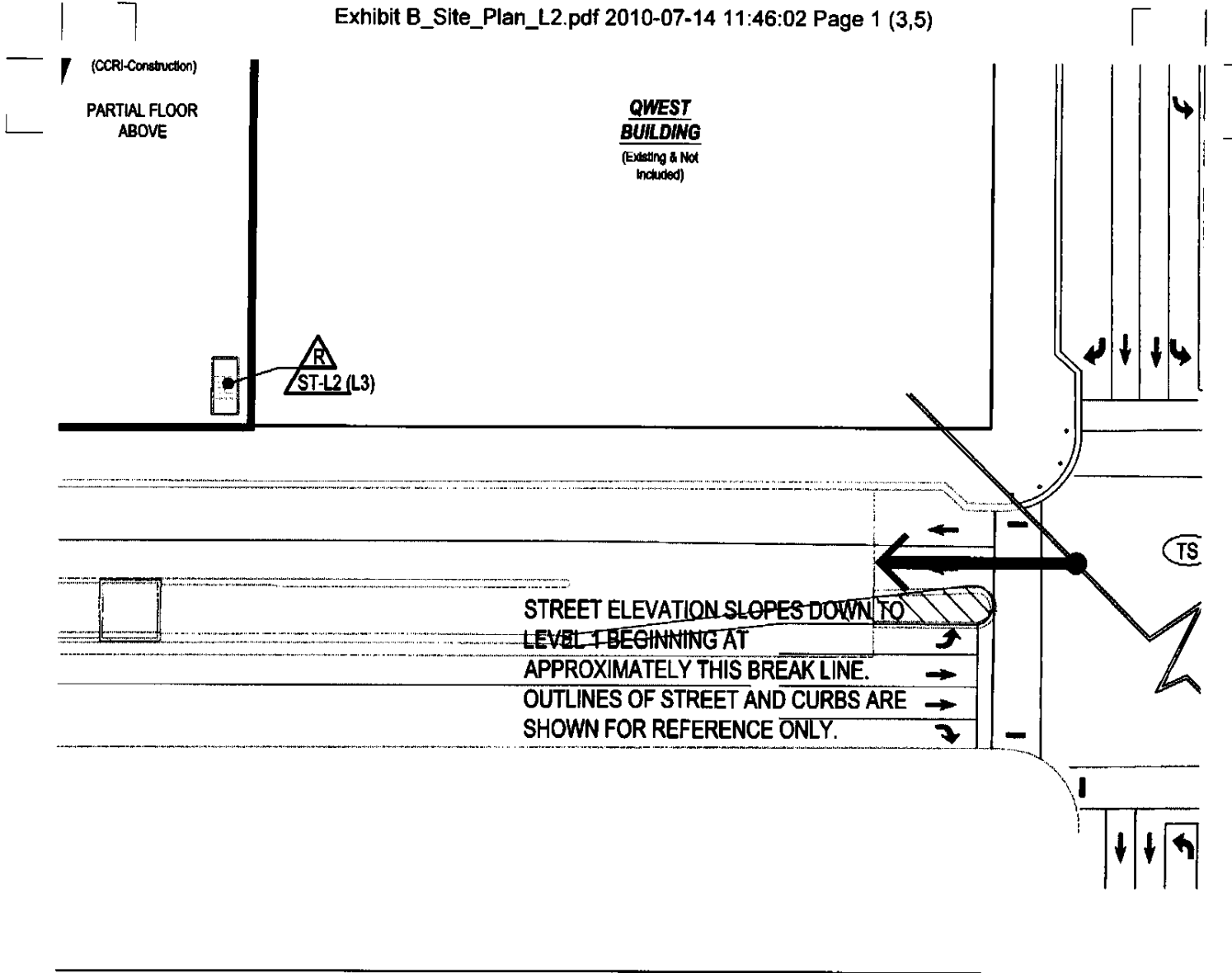
NOTE 1: ELEV., LOWER LEVEL AT RETAIL MANAGEMENT OFFICE AT EQUIVALANT P1 UNDER TOWER 2 OTHER STOPS AT LEVELS 88' 99' 108'

VEHICULAR ACCESS KEY

- ➡ ACCESS BETWEEN PARKING FACILITIES PUBLIC STREET
- ➡ ACCESS BETWEEN PARKING GARAGE PUBLIC STREET BELOW (DASHED LINE INDICATES BELOW GRADE CONDITION)

PEDESTRIAN ACCESS KEY

- ➡ MAJORS BUILDING ENTRANCES

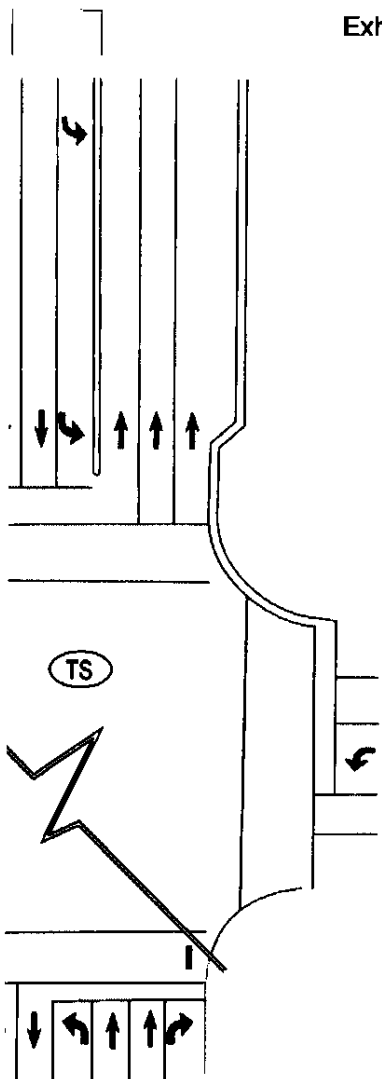


**BOUNDARIES**

UTILITIES AND

DRIVE AND  
BOUNDARY LINE  
(CONDITION)

- NORDSTROM PARCEL PROPERTY LINE AND PERMISSIBLE BUILDING AREA
- MACY'S PARCEL PROPERTY LINE AND PERMISSIBLE BUILDING AREA
- ■ ■ DEVELOPER PARCEL PROPERTY LINE
- PERMISSIBLE BUILDING AREA
- - - - - N/S CORRIDORS
- ..... E/W CORRIDORS



# CREEK CENTER

3: CONSTRUCTION, OPERATION, AND RECIPROC  
N - LEVEL 2

*These exhibits are based upon project plans by Hobbs + Black Associates current as  
and base plans imported from other project Architects of Record current as of 11/18/0*

ent as of 11/16/09  
11/18/09.

---

UN  
88

NC  
WI  
(11  
NC  
ST  
RE

NC  
ST  
NC  
ST



MANAGEMENT OFFICE AT EQUIVALENT LEVEL  
UNDER TOWER 2 OTHER STOPS AT LEVELS  
88', 99', 108'

NOTE 2: ELEV. LOWEST LEVEL = P1  
WITH STOPS @ LEVEL 88', L1 (99') & 109', & L2  
(118')

NOTE 3: ELEV. LOWEST STOP @ P1; OTHER  
STOPS @ L1, L2, & L3 (L3 PROVIDED FOR  
RESIDENTIAL SERVICE ONLY)

NOTE 4: ELEV. LOWEST STOP @ P2; OTHER  
STOPS @ L1, L2, & OFFICES ABOVE

NOTE 5: ELEV. LOWEST STOP @ P3; OTHER  
STOPS @ P2, L1, L2, & OFFICES ABOVE



ESCALATOR



ELEVATOR



STAIR



MAJORS BUILDING ENTRANCES



RETAIL CENTER ENTRY

PHYSICAL ELEMENTS



MAJORS STORE BUILDINGS



DIRECTORIES



PROJECT IDENTIFICATION SIGN



RESTROOMS



SIGNALIZED STREET INTERSECTION



SIGNALIZED STREET INTERSECTION -  
PEDESTRIAN ACTIVATED



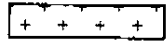
MAJORS IDENTIFICATION SIGN



MAJORS IDENTIFICATION SIGN - BUILT  
OR SIGN ENCROACHMENT INTO DEVE  
PARCEL OR PUBLIC RIGHT-OF-WAY

..... E/W CORRIDORS

AREAS

 MALL

 CREEK AND WATER FEATURES

 PERMISSIBLE KIOSK AREA

↓

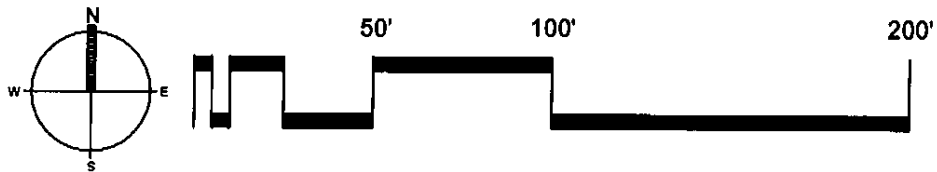
STATION

STATION -

- BUILDING

DEVELOPER

WAY





**CITY**

**EXHIBIT B: (**  
**SITE PLAN -**

**SHEET**

**2 OF 9**

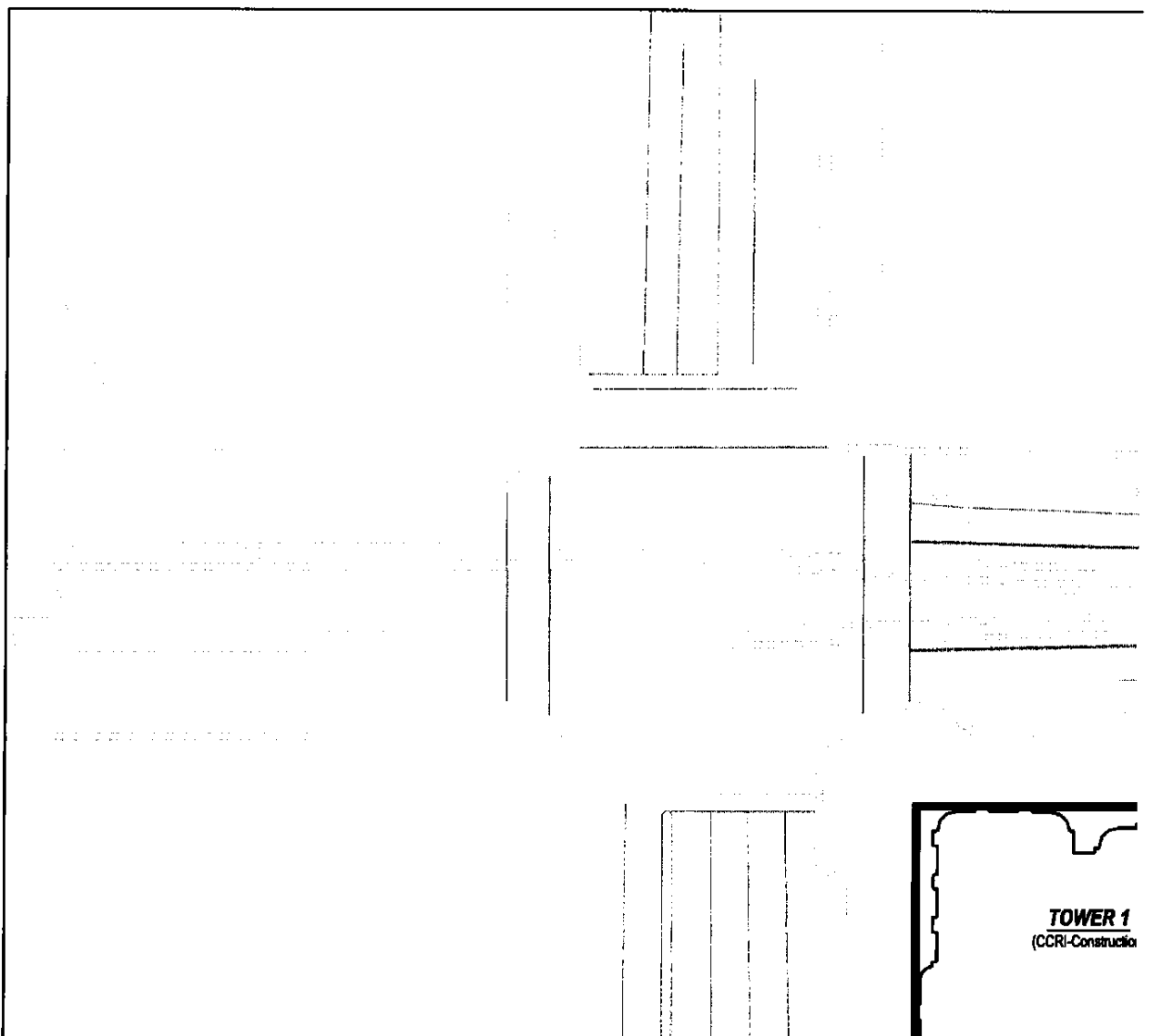
**EXHIBIT B  
SITE PLAN**

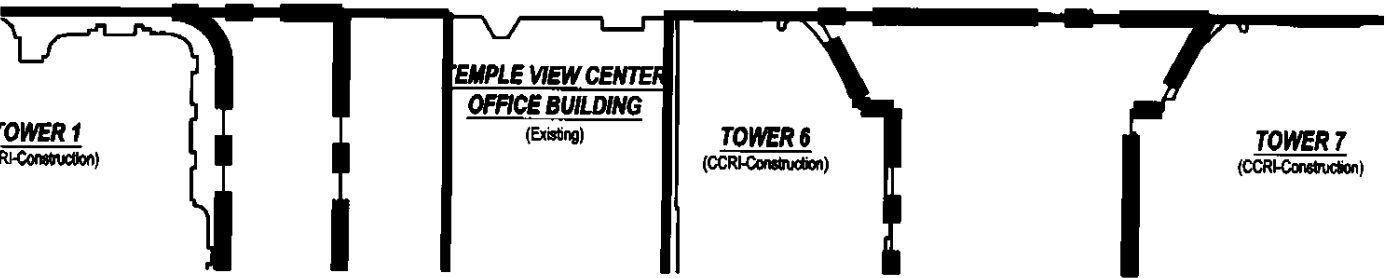
**L-3**

This is the third of nine sheets comprising the Site Plan. The actual size of the sheet is 44 inches wide and 34 inches in height. The original sheet was electronically “cut” into 24 pages. The pages are numbered and can be assembled as shown in the chart below to show the entire sheet. There are registration marks on each page to aid in the alignment of the pages.

**KEY CODE**

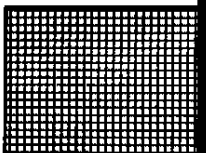
|       |       |       |       |       |       |
|-------|-------|-------|-------|-------|-------|
| (1,1) | (1,2) | (1,3) | (1,4) | (1,5) | (1,6) |
| (2,1) | (2,2) | (2,3) | (2,4) | (2,5) | (2,6) |
| (3,1) | (3,2) | (3,3) | (3,4) | (3,5) | (3,6) |
| (4,1) | (4,2) | (4,3) | (4,4) | (4,5) | (4,6) |



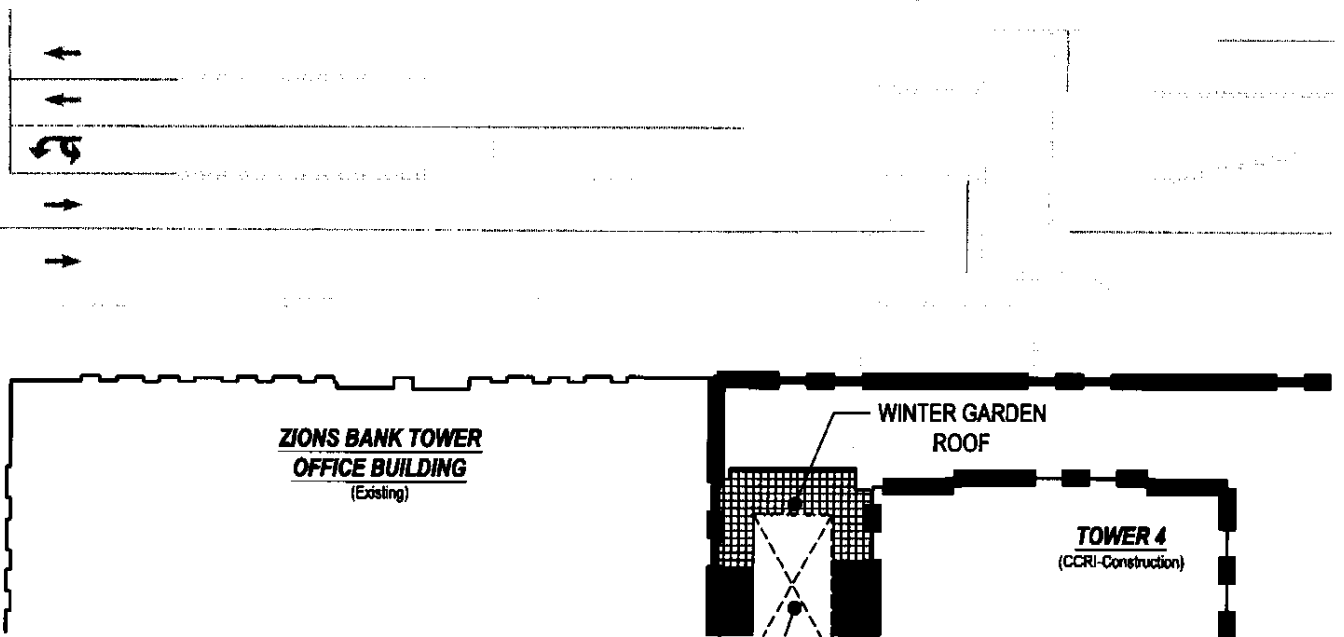


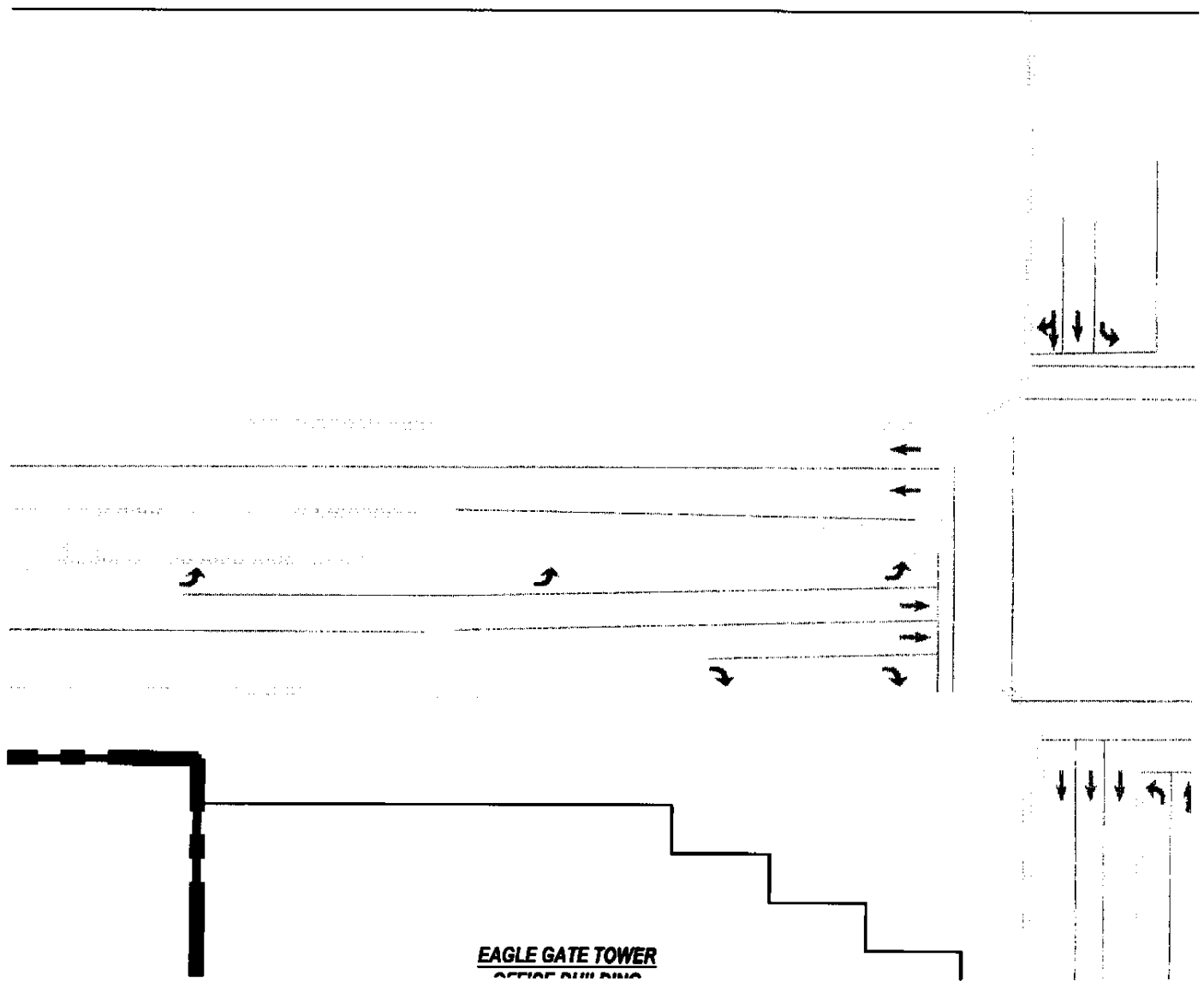
SOUTH TEMPLE STREET

VER 7  
(Construction)

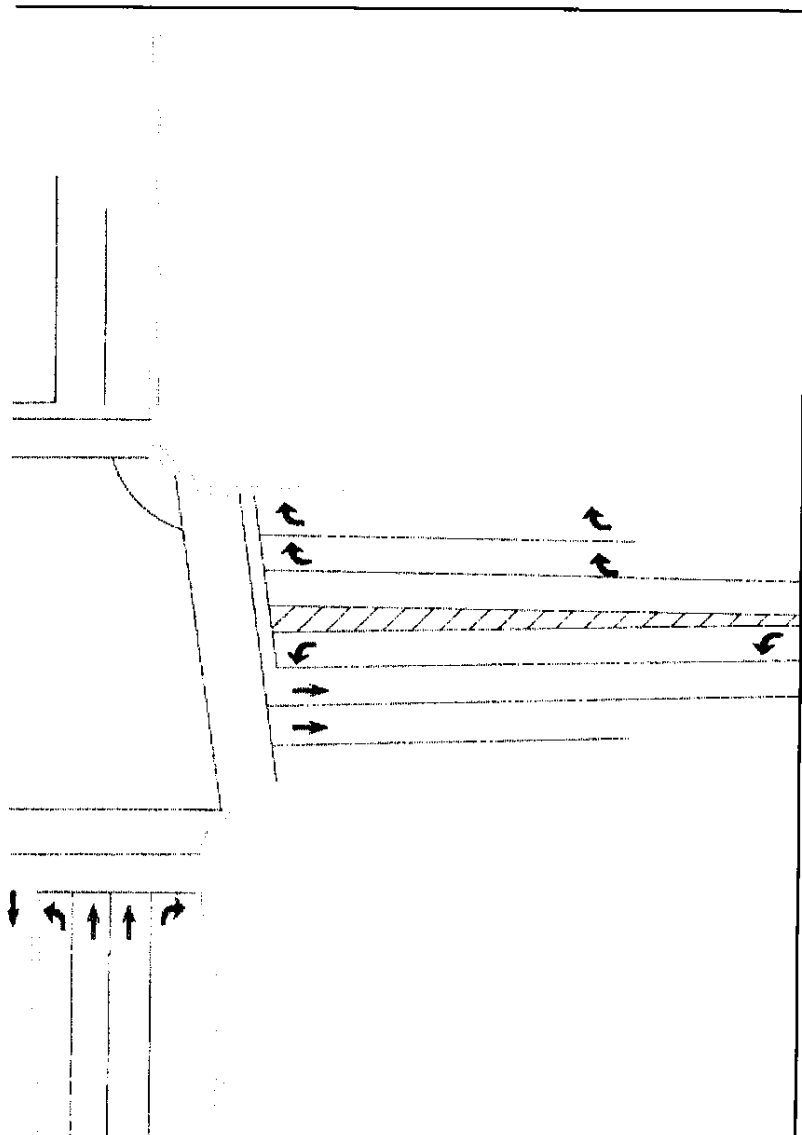



**BENEFICIAL FINANCIAL  
GROUP TOWER  
OFFICE BUILDING**  
(Existing)





**EAGLE GATE TOWER**  
OFFICE BUILDING

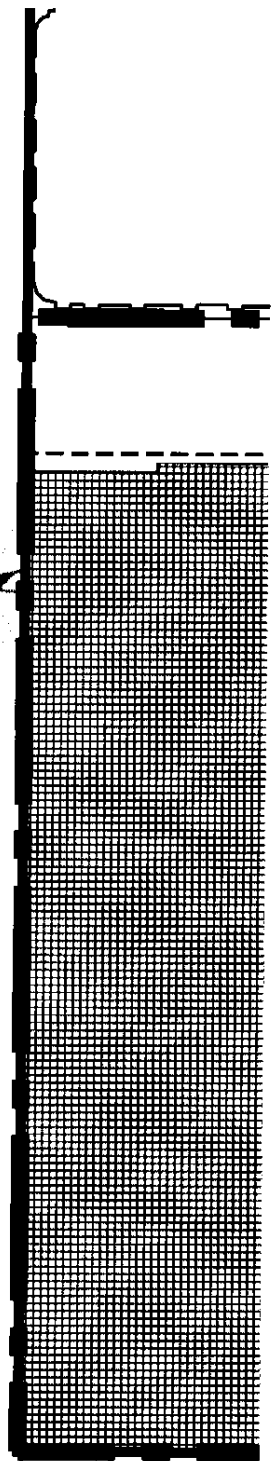


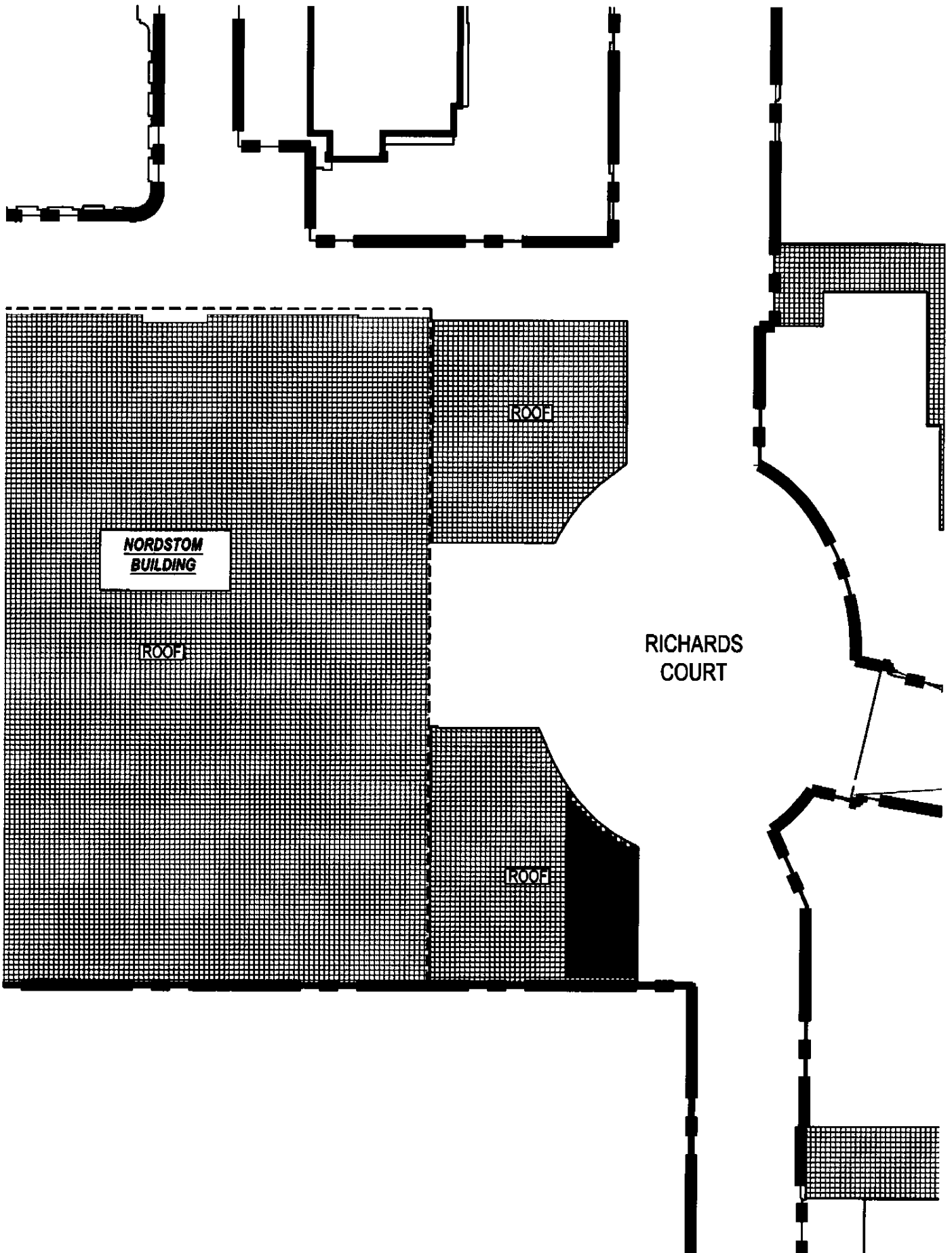
Taubman 

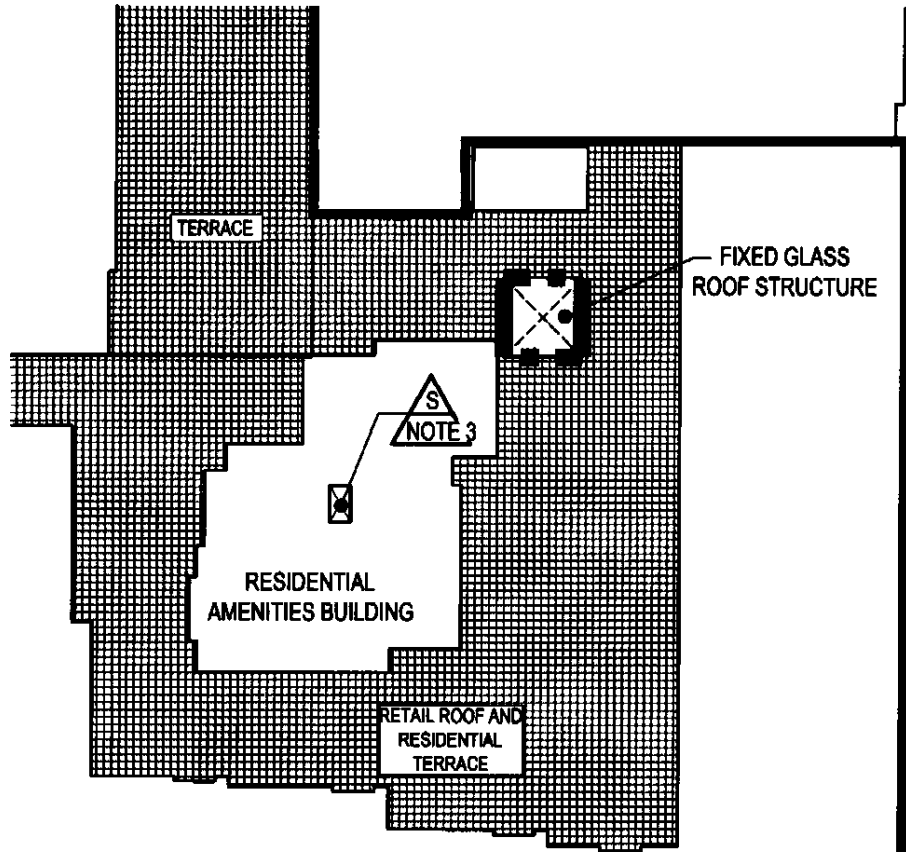
200 E. LONG LAKE ROAD  
BLOOMFIELD HILLS, MI 48303-0200



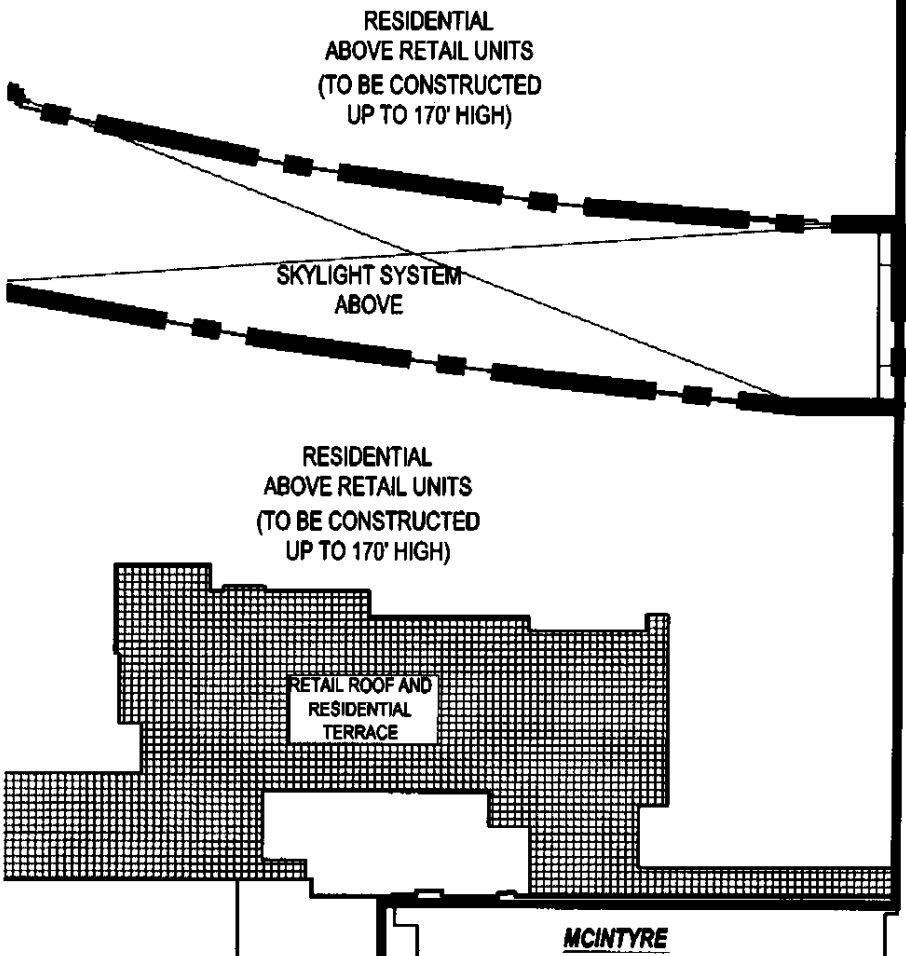
WEST TEMPLE STREET





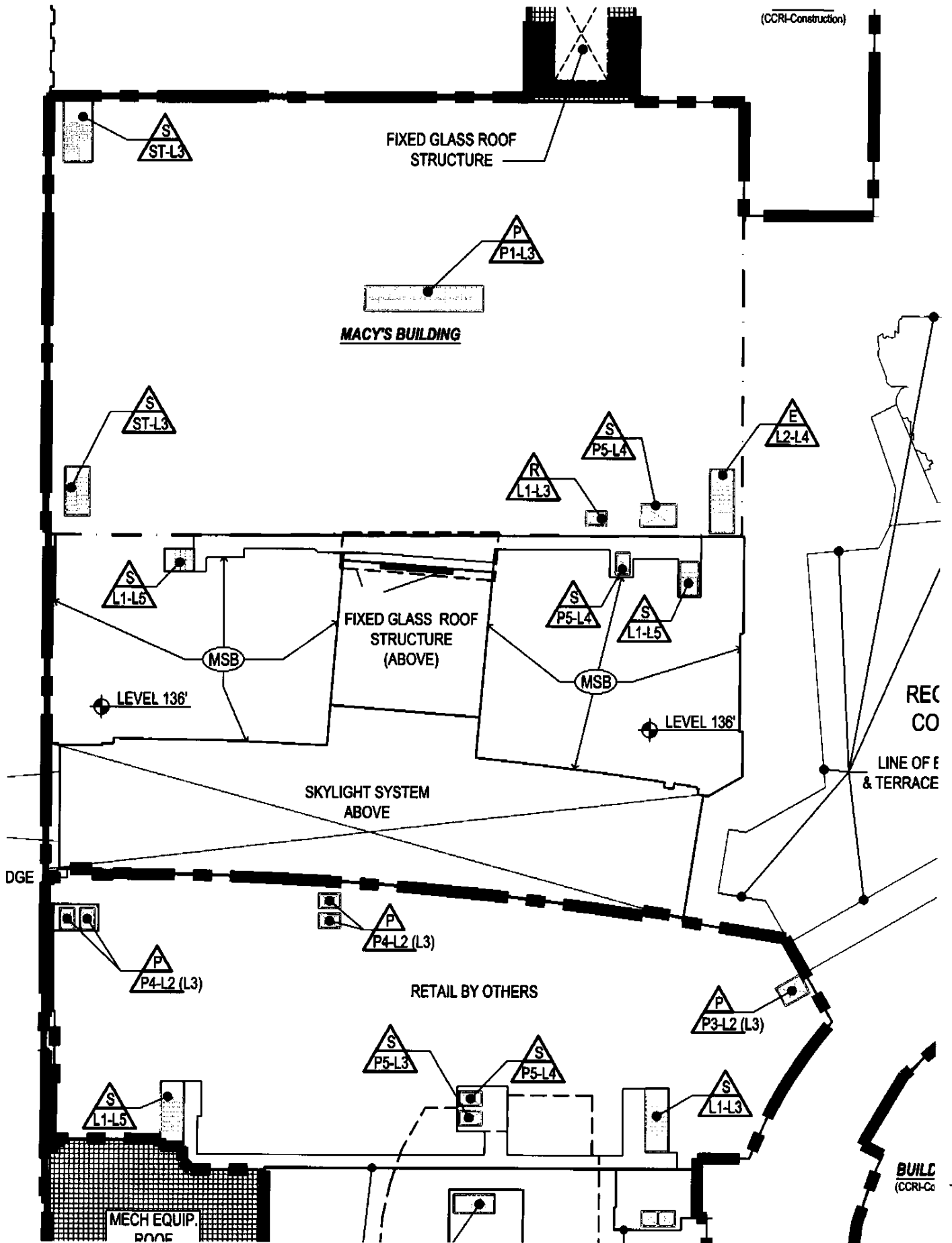


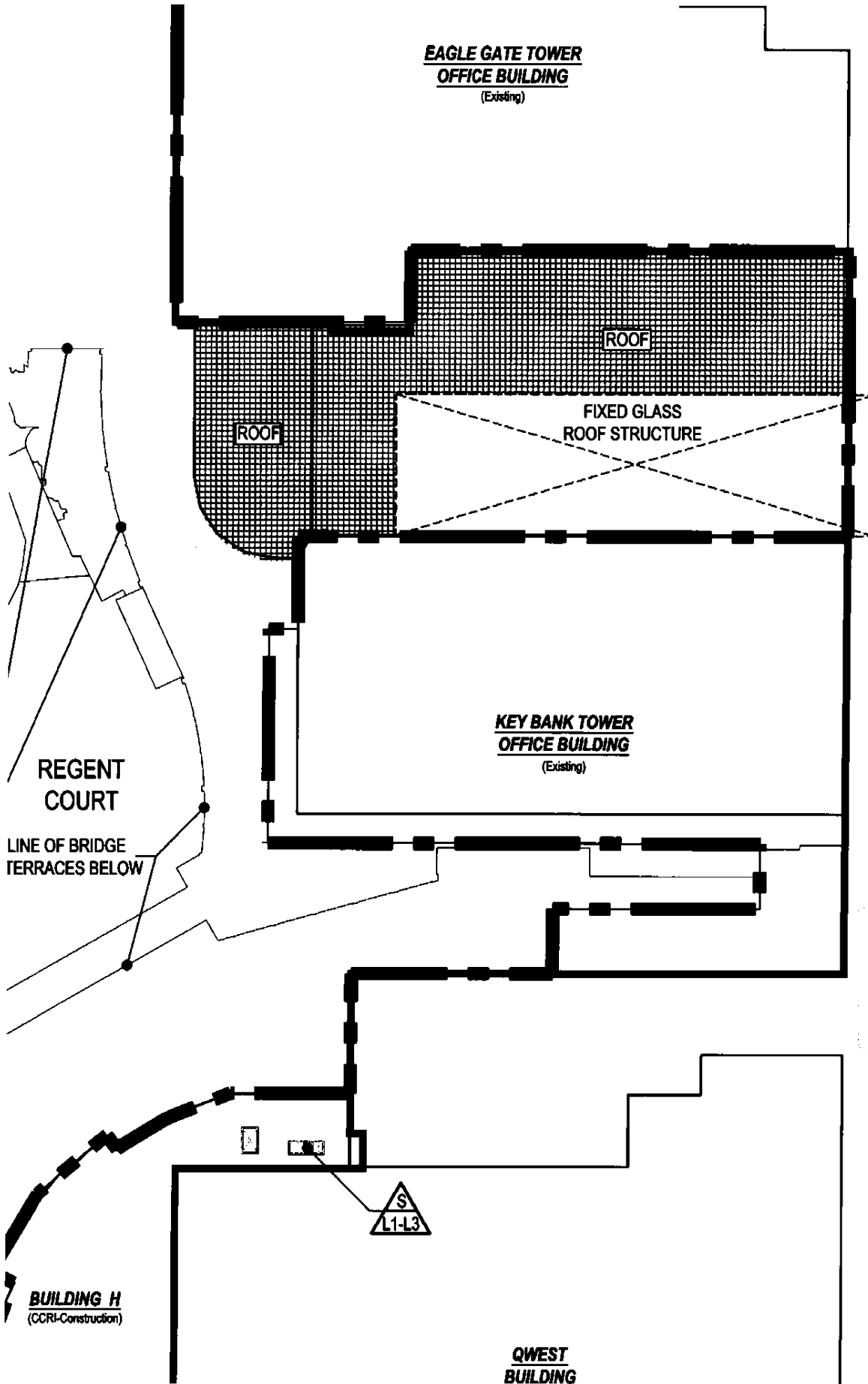
MAIN STREET



MAIN STREET BRIDGE @ LEVEL 2

LINE OF BRIDGE BELOW





STATE STREET

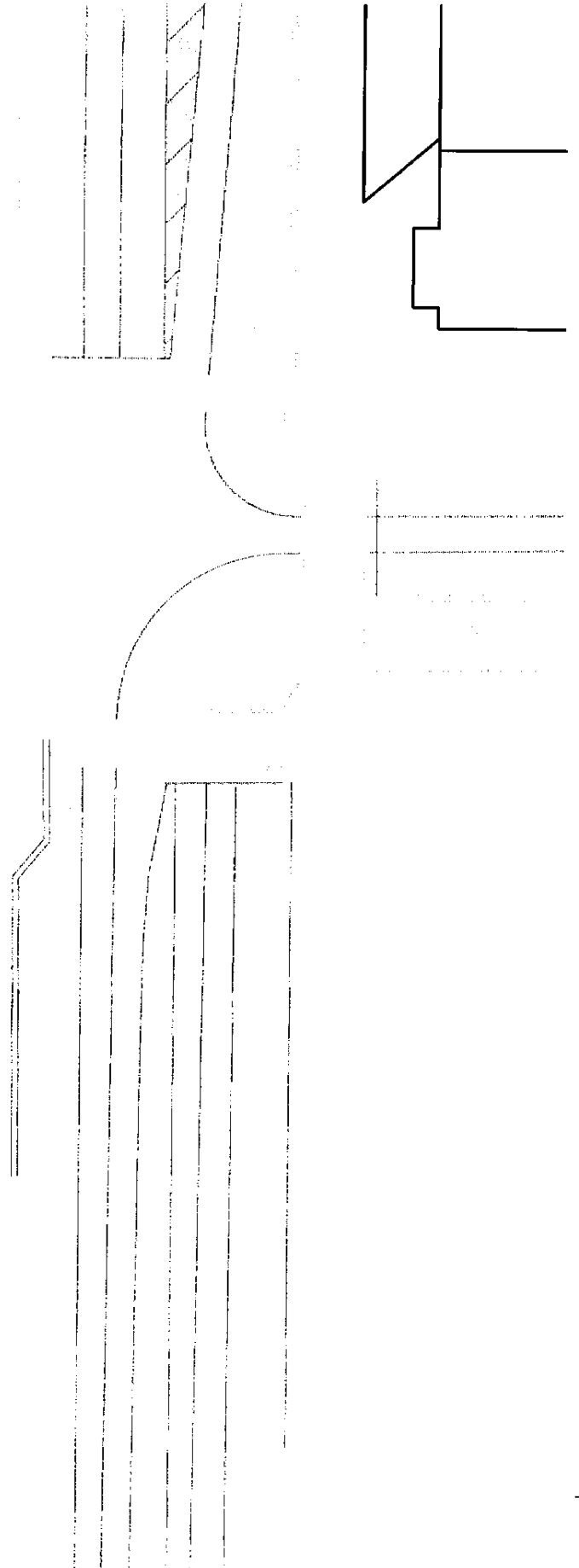
STATE STREET

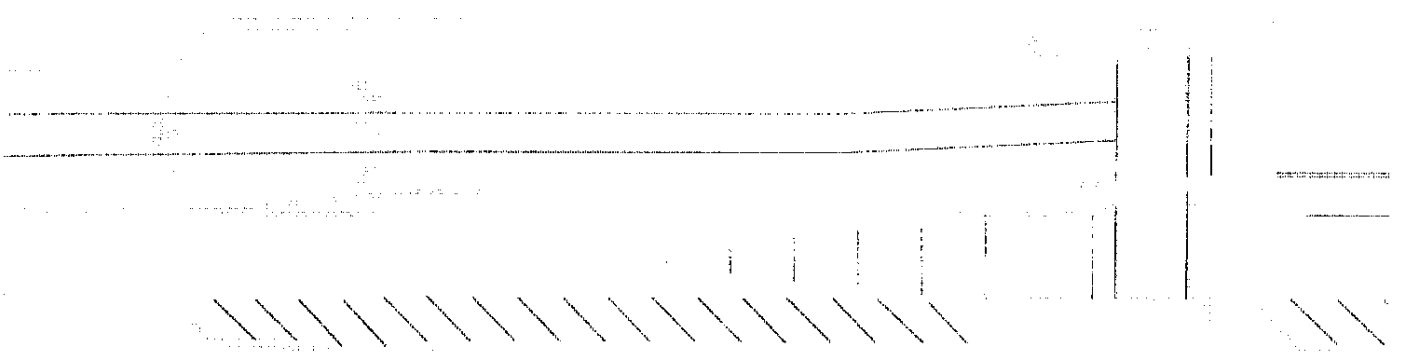
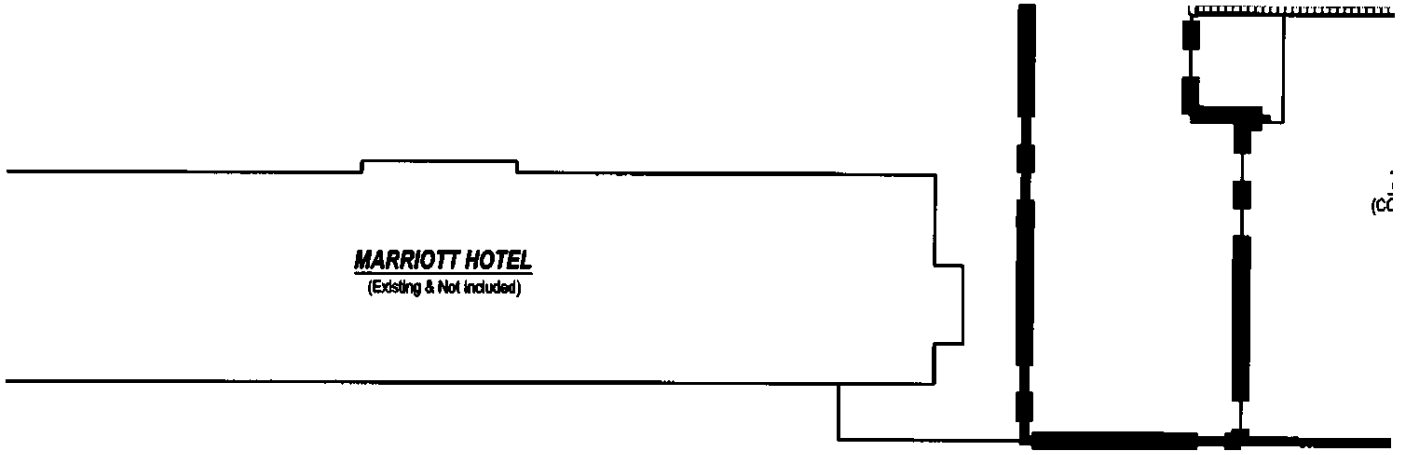
Issued: 06/10/10

\* NOTE: Original document is a color document. Do not copy except in full color.

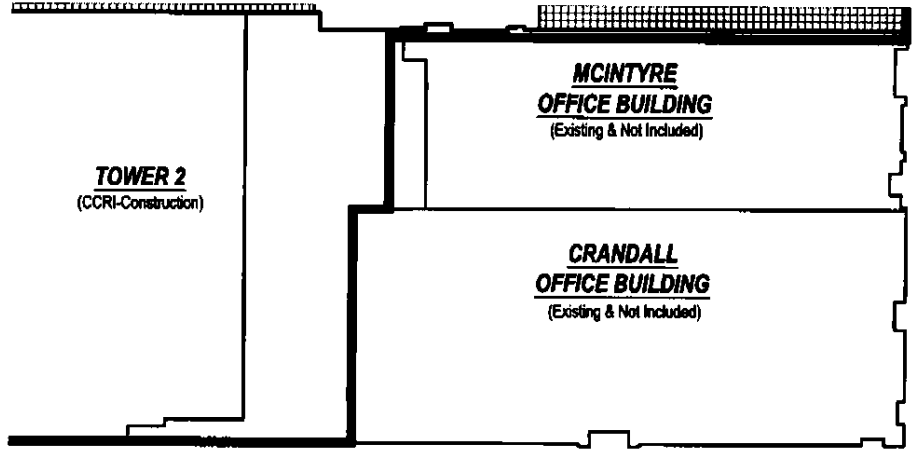
A MIXED USE DEVELOPMENT  
SALT LAKE CITY, UTAH

LOCAL EASEMENT AGREEMENT



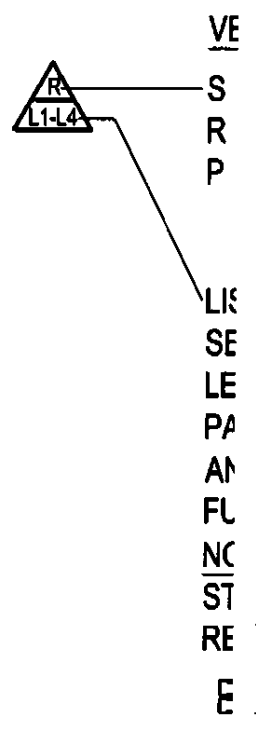


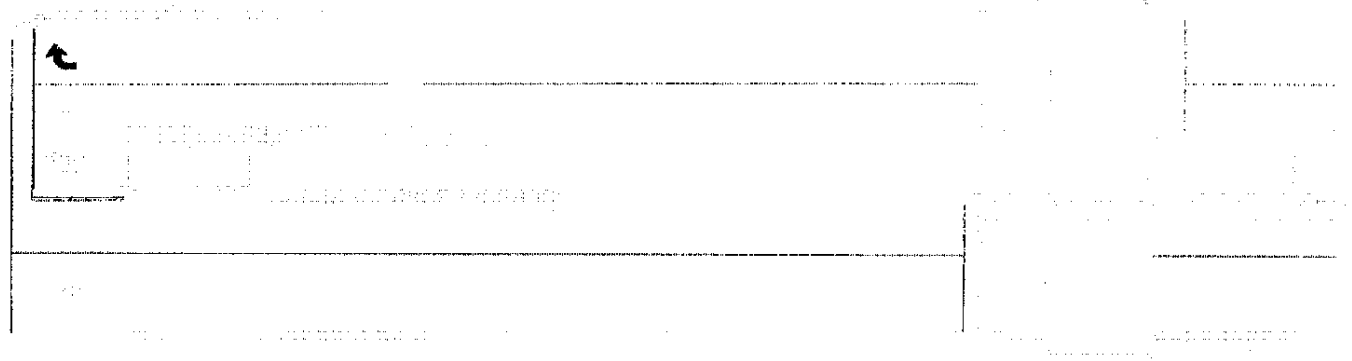
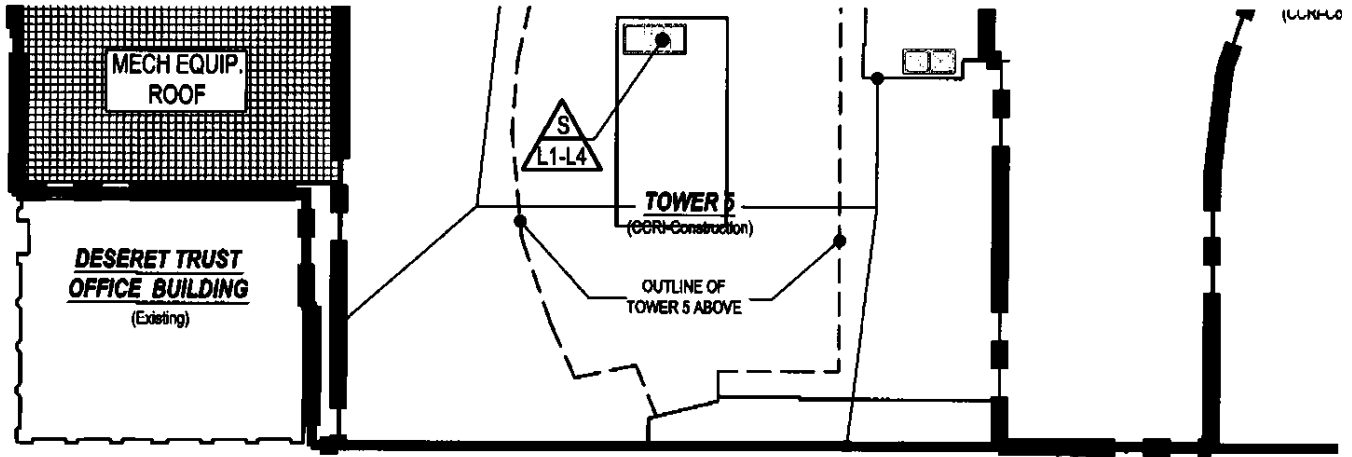




100 SOUTH STREET

# LEGEND





**END**

**VERTICAL TRANSPORTATION KEY**

- S = RETAIL SERVICE CONNECTION
- R = RETAIL-TO-RETAIL CONNECTION
- P = PARKING GARAGE-TO-RETAIL CONNECTION

LISTS HIGHEST AND LOWEST LEVELS SERVED (P=PARKING LEVEL, L=RETAIL LEVEL, ST=STREET). LEVELS IN PARENTHESES INDICATE POSSIBLE/ ANTICIPATED LEVELS TO BE SERVED IN THE FUTURE.

NOTE 3: ELEV. LOWEST STOP @ P1; OTHER STOPS @ L1, L2, & L3 (L3 PROVIDED FOR RESIDENTIAL SERVICE ONLY)

 ESCALATOR

**BOUNDARIES**

- NORDSTROM PARCEL PROPERTY PERMISSIBLE BUILDING AREA
- MACY'S PARCEL PROPERTY LINE PERMISSIBLE BUILDING AREA
- ■ ■ DEVELOPER PARCEL PROPERTY PERMISSIBLE BUILDING AREA
- PERMISSIBLE BUILDING AREA

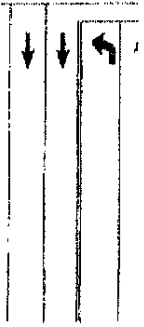
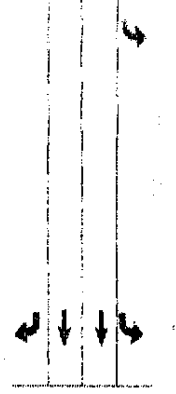
**AREAS**

 ROOF

(L3) (Construction)

**QWEST  
BUILDING**  
(Existing & Not  
Included)

**R**  
**ST-L2 (L3)**

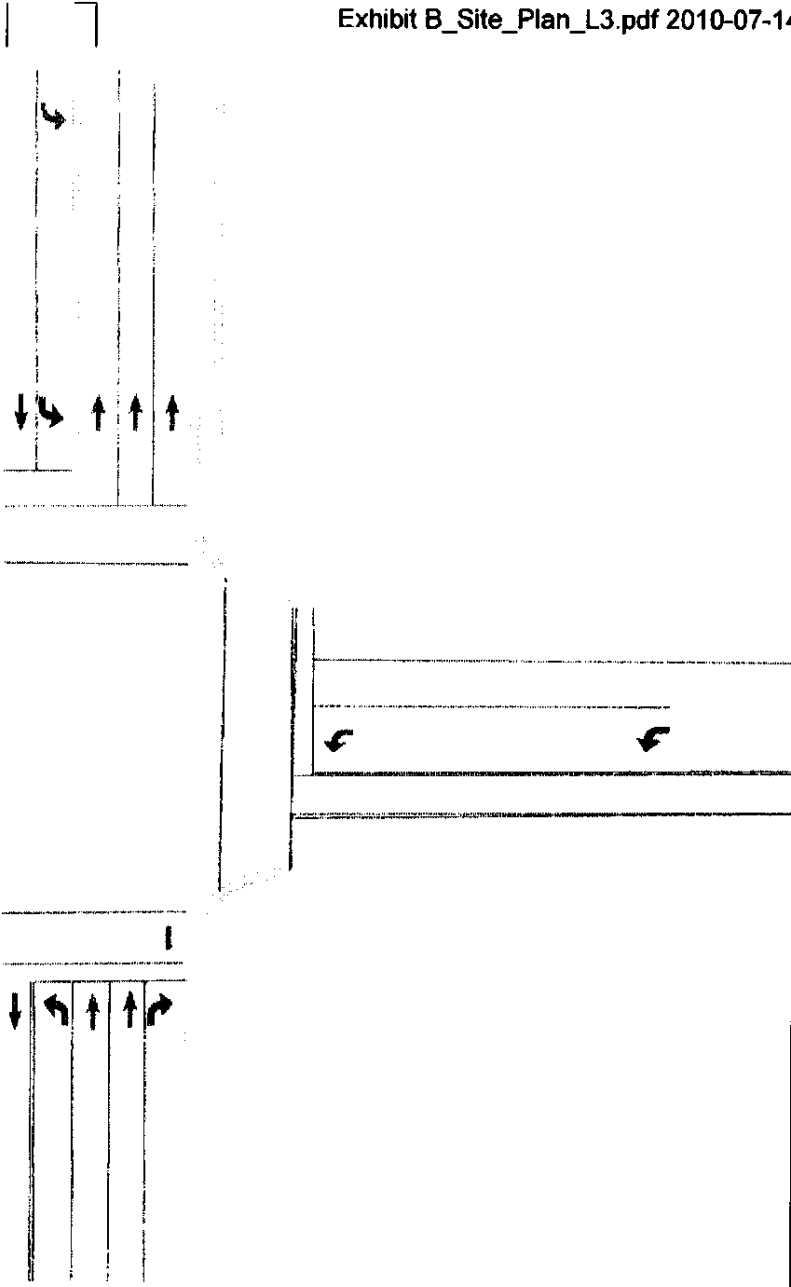


PROPERTY LINE AND  
EA

PROPERTY LINE AND  
EA

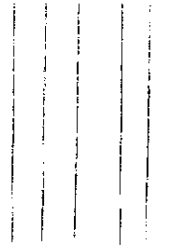
PROPERTY LINE

EA



# CREEK CENTER

**3: CONSTRUCTION, OPERATION, AND RECIPROC  
N - LEVEL 3**



*These exhibits are based upon project plans by Hobbs + Black Associates current a. and base plans imported from other project Architects of Record current as of 11/18,*

rent as of 11/16/09  
11/18/09.

---

RE

E

PH

(MSB)

M/

(MS)

M/

(MS/E)

M/

OF

PA

RESIDENTIAL SERVICE ONLY)



ESCALATOR



ROOF



ELEVATOR

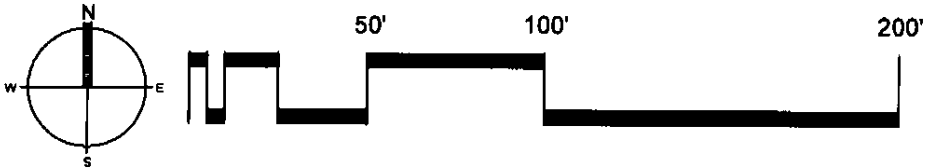


STAIR

PHYSICAL ELEMENTS

- ③ MALL STORE BUILDINGS
  - ) MAJORS IDENTIFICATION SIGN
  - ⑤ MAJORS IDENTIFICATION SIGN - BUILDING OR SIGN ENCROACHMENT INTO DEVELOPER PARCEL OR PUBLIC RIGHT-OF-WAY
-





**CITY**  
**EXHIBIT B: (**  
**SITE PLAN.**

**SHEET**

**3 OF 9**

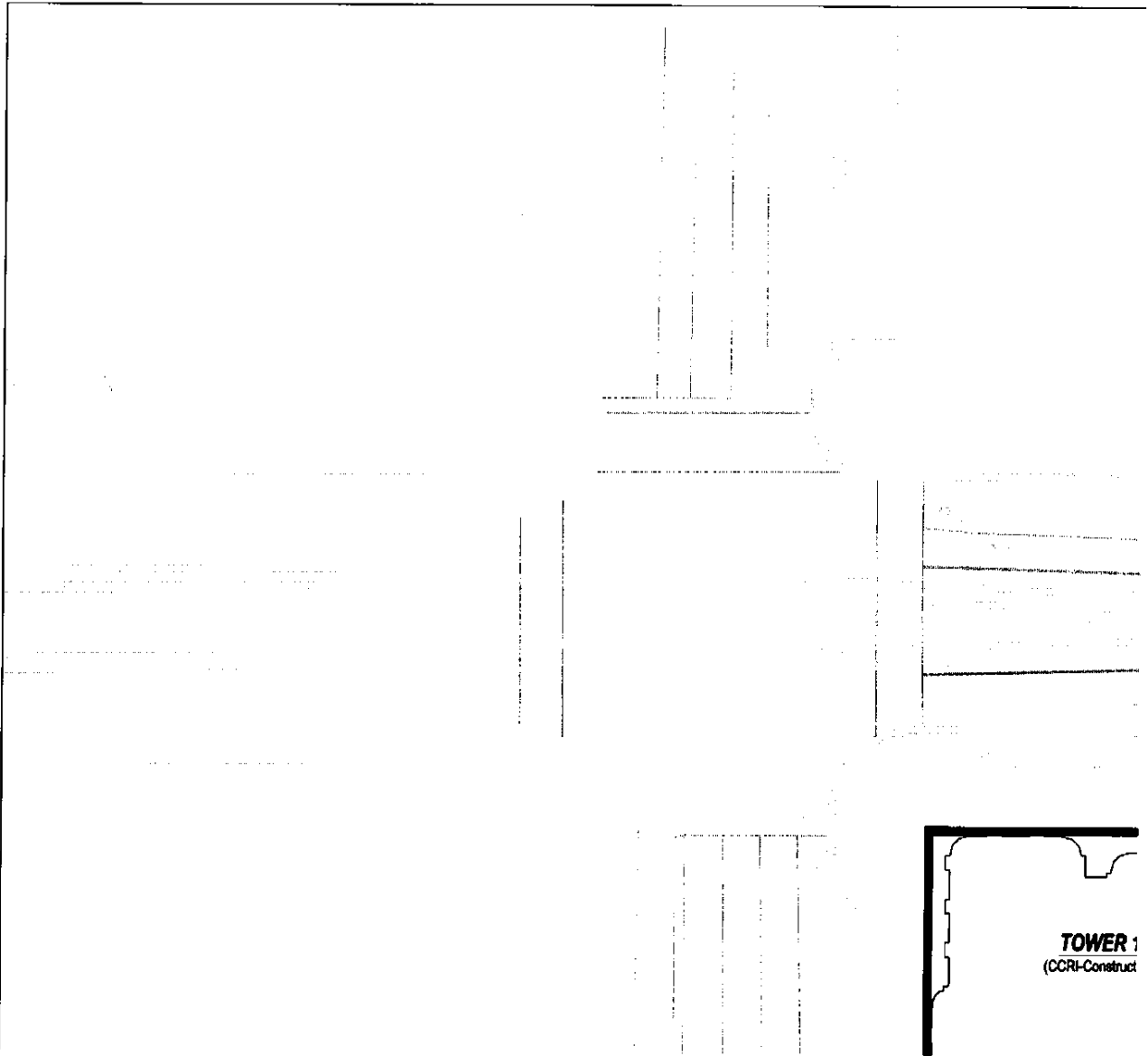
**EXHIBIT B  
SITE PLAN**

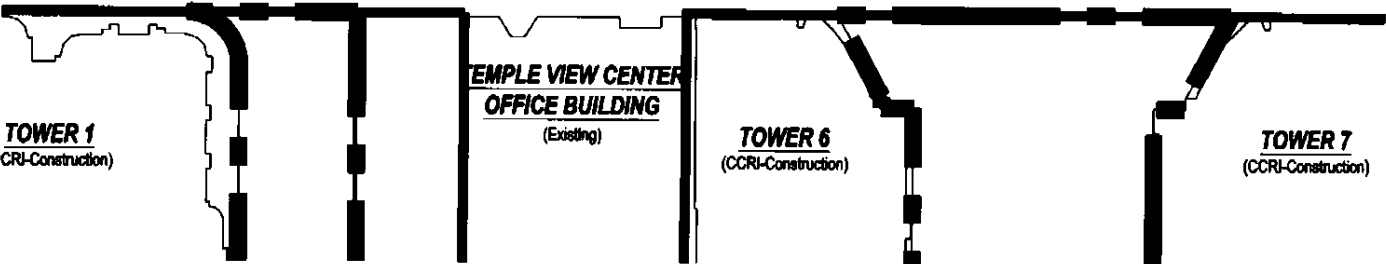
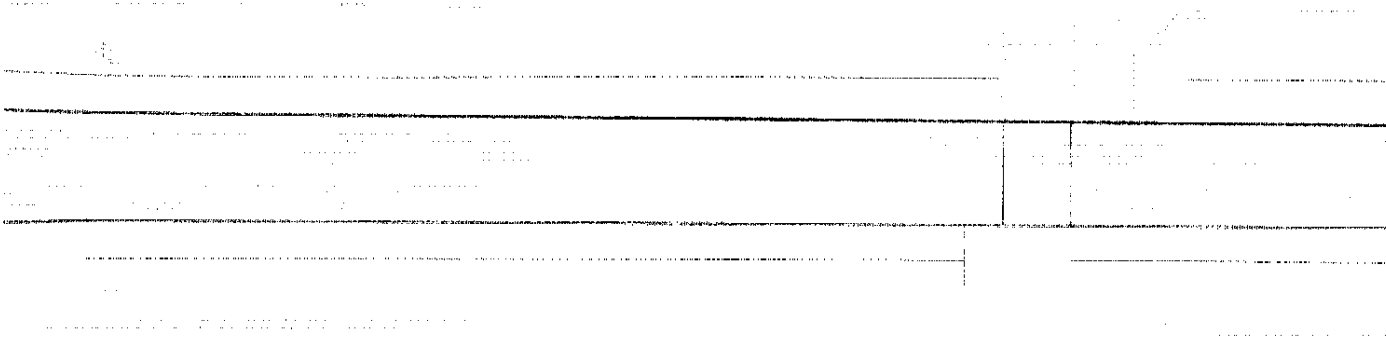
**L-4**

This is the fourth of nine sheets comprising the Site Plan. The actual size of the sheet is 44 inches wide and 34 inches in height. The original sheet was electronically “cut” into 24 pages. The pages are numbered and can be assembled as shown in the chart below to show the entire sheet. There are registration marks on each page to aid in the alignment of the pages.

**KEY CODE**

|       |       |       |       |       |       |
|-------|-------|-------|-------|-------|-------|
| (1,1) | (1,2) | (1,3) | (1,4) | (1,5) | (1,6) |
| (2,1) | (2,2) | (2,3) | (2,4) | (2,5) | (2,6) |
| (3,1) | (3,2) | (3,3) | (3,4) | (3,5) | (3,6) |
| (4,1) | (4,2) | (4,3) | (4,4) | (4,5) | (4,6) |

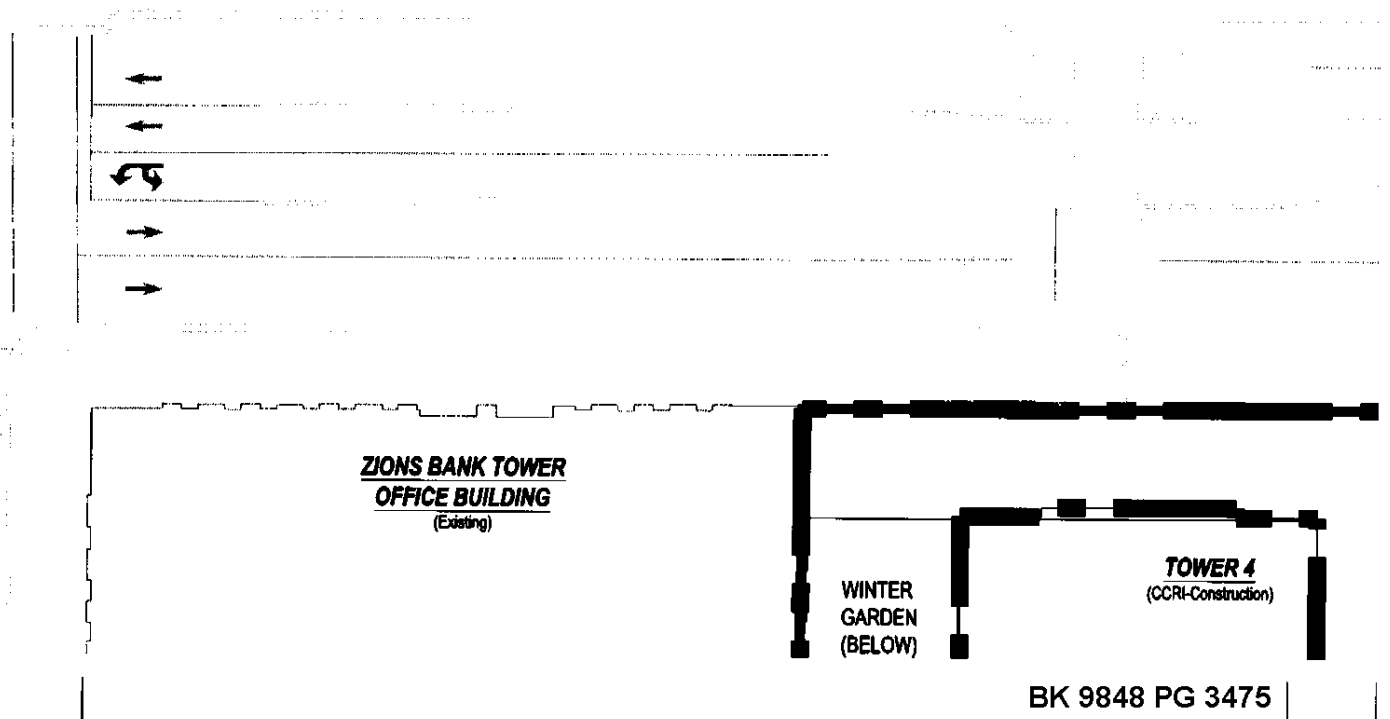


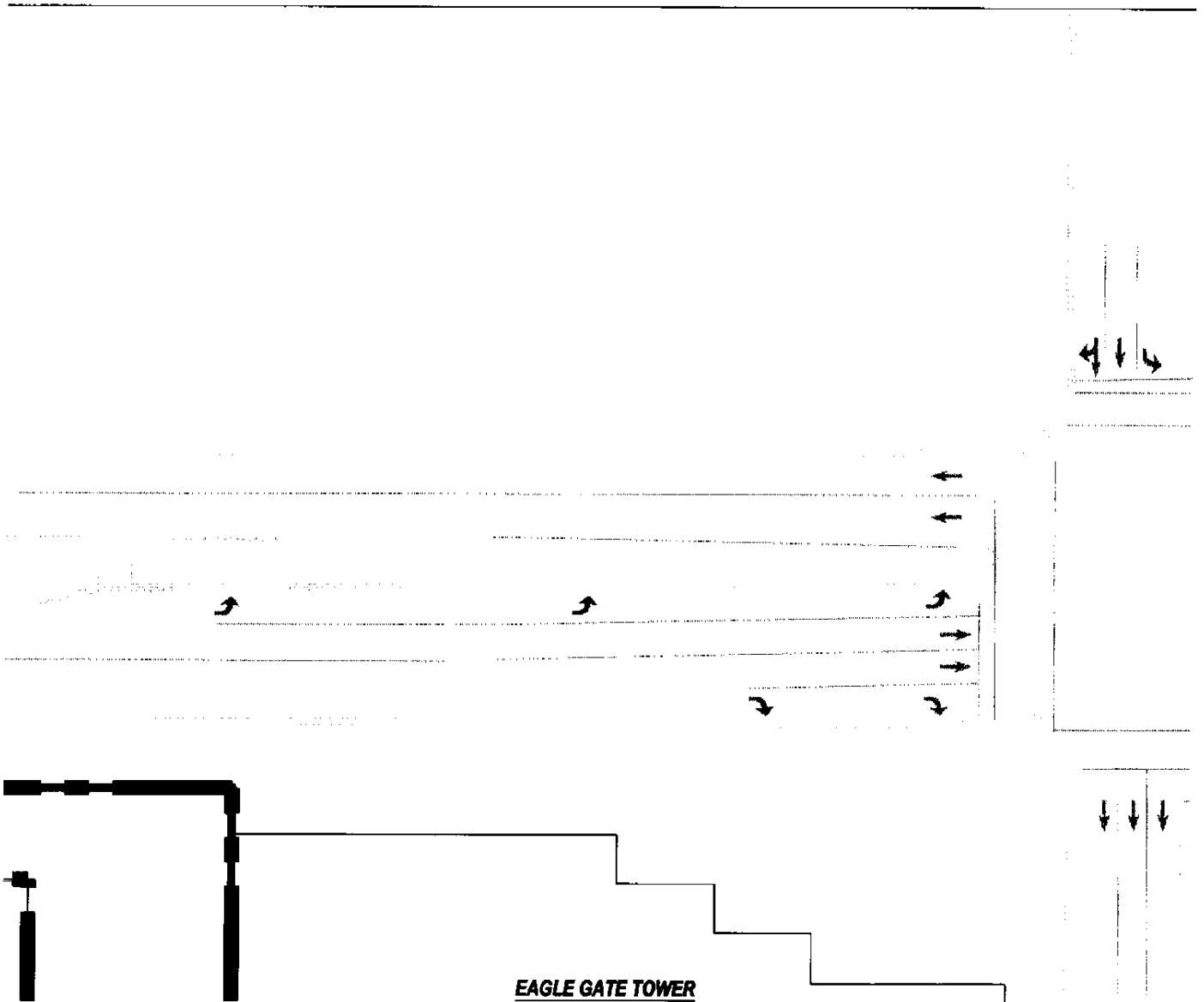


# SOUTH TEMPLE STREET

**VER 7**  
(construction)

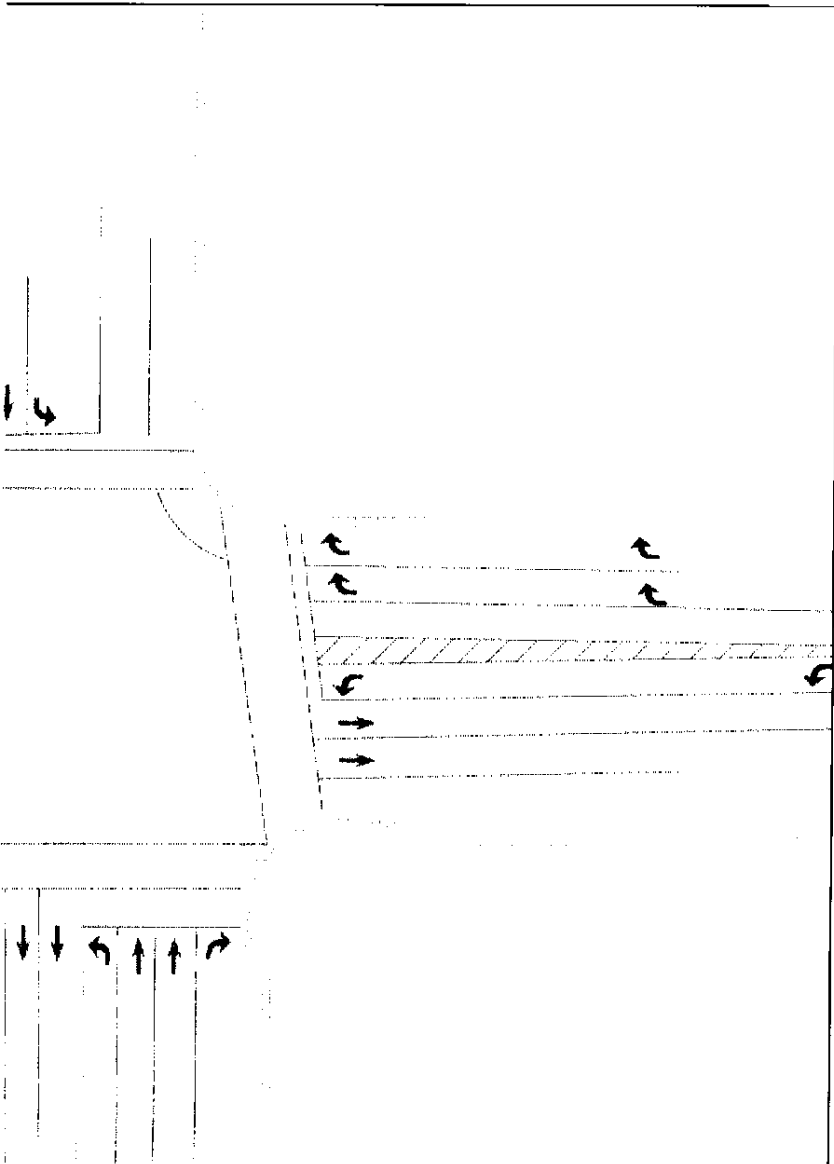
**BENEFICIAL FINANCIAL**  
**GROUP TOWER**  
**OFFICE BUILDING**  
(Existing)





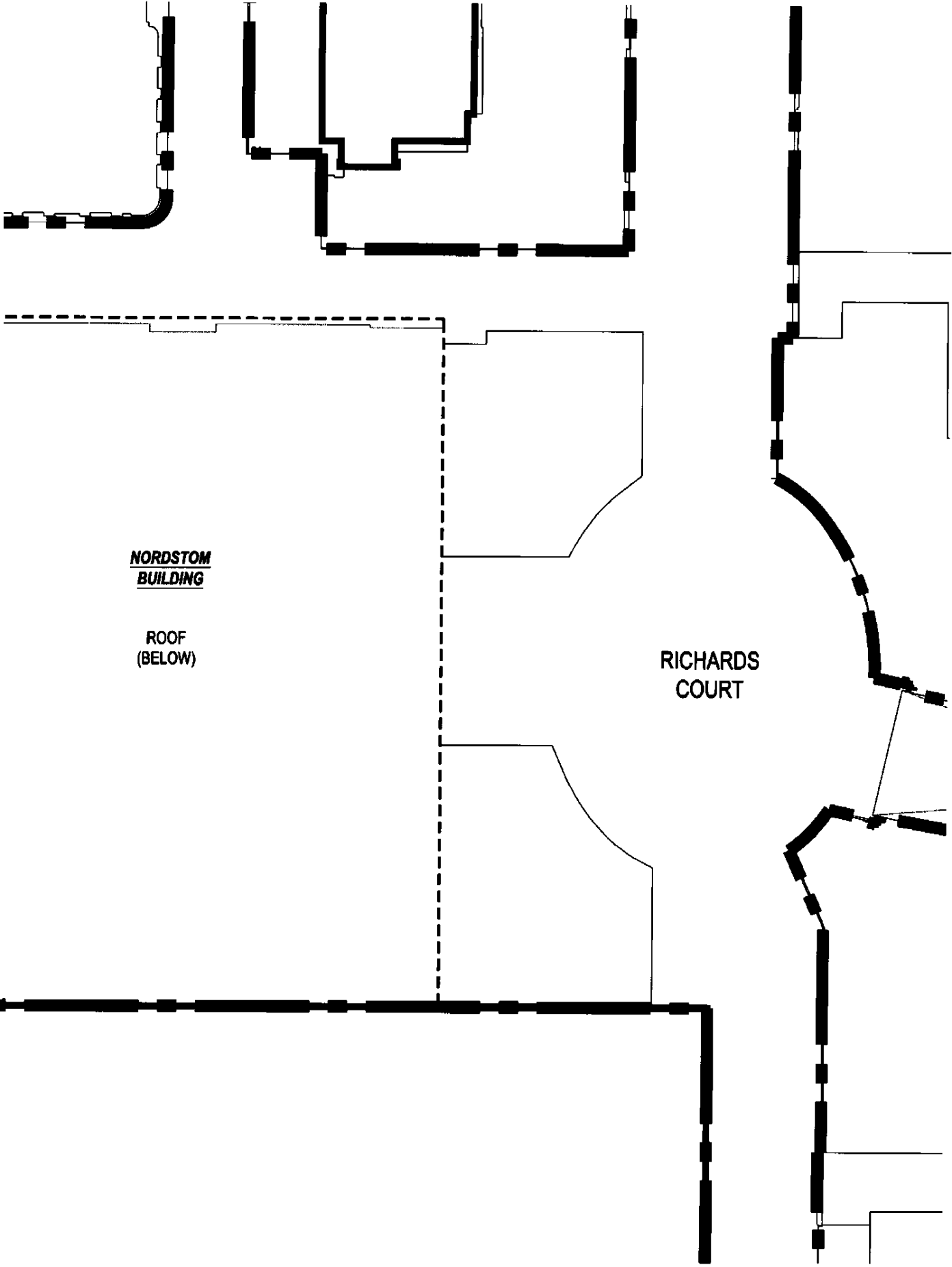
**EAGLE GATE TOWER**





|                                                                                                                                                                                     |  |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| <p><b>Taubman</b> </p> <p><b>200 E. LONG LAKE ROAD<br/>BLOOMFIELD HILLS, MI 48303-0200</b></p> |  |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|

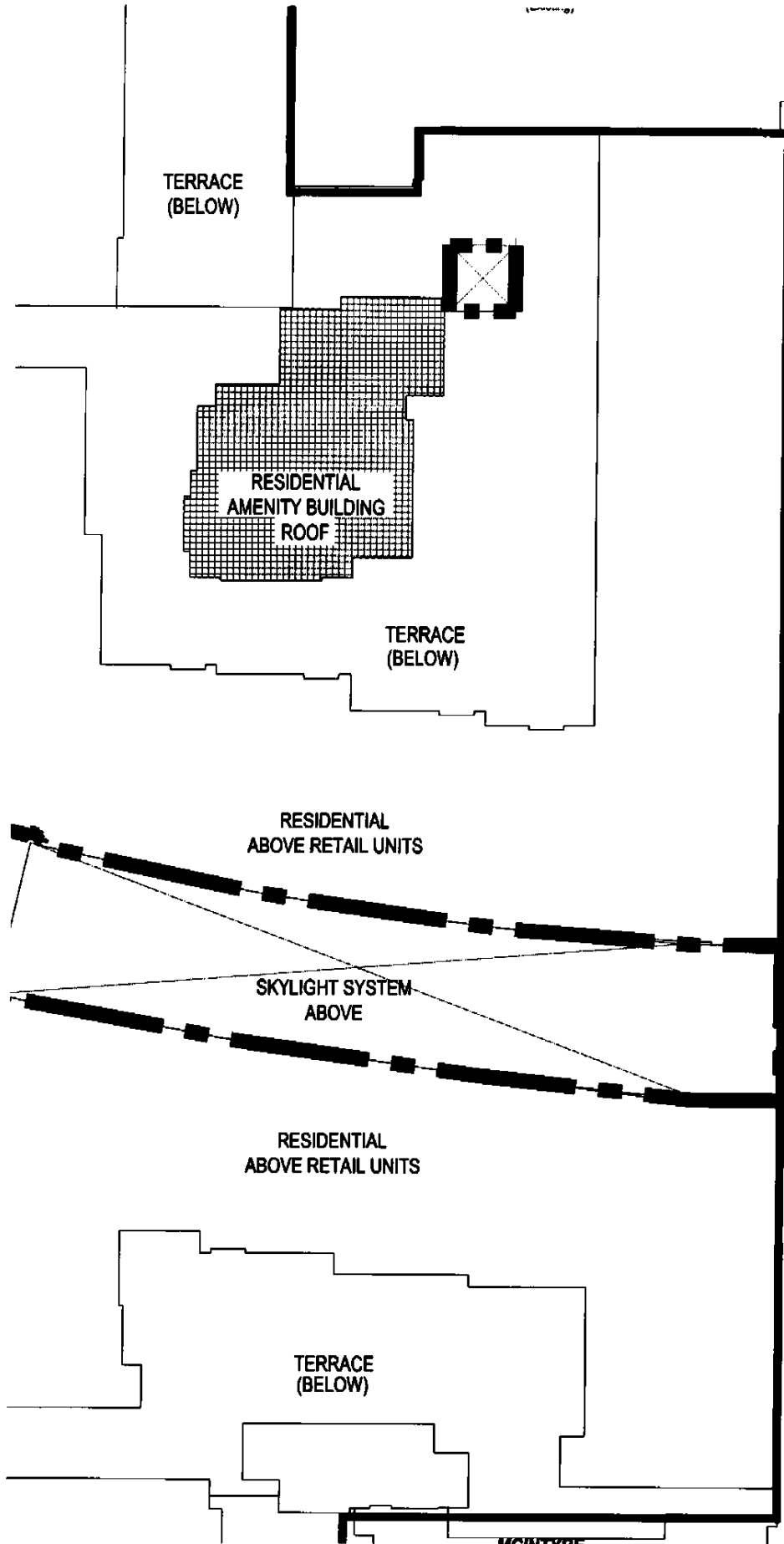
WEST TEMPLE STREET



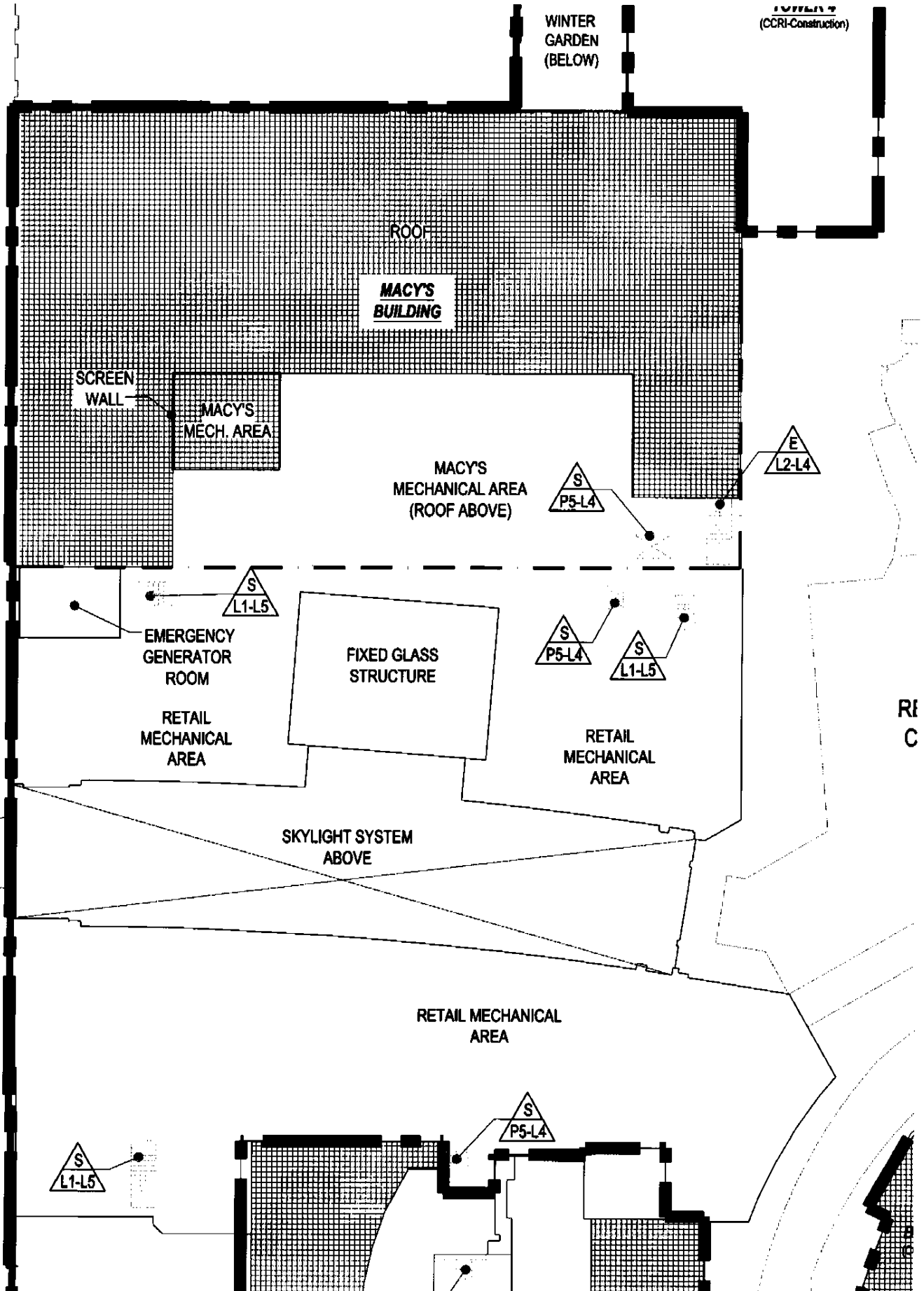
**NORDSTOM  
BUILDING**

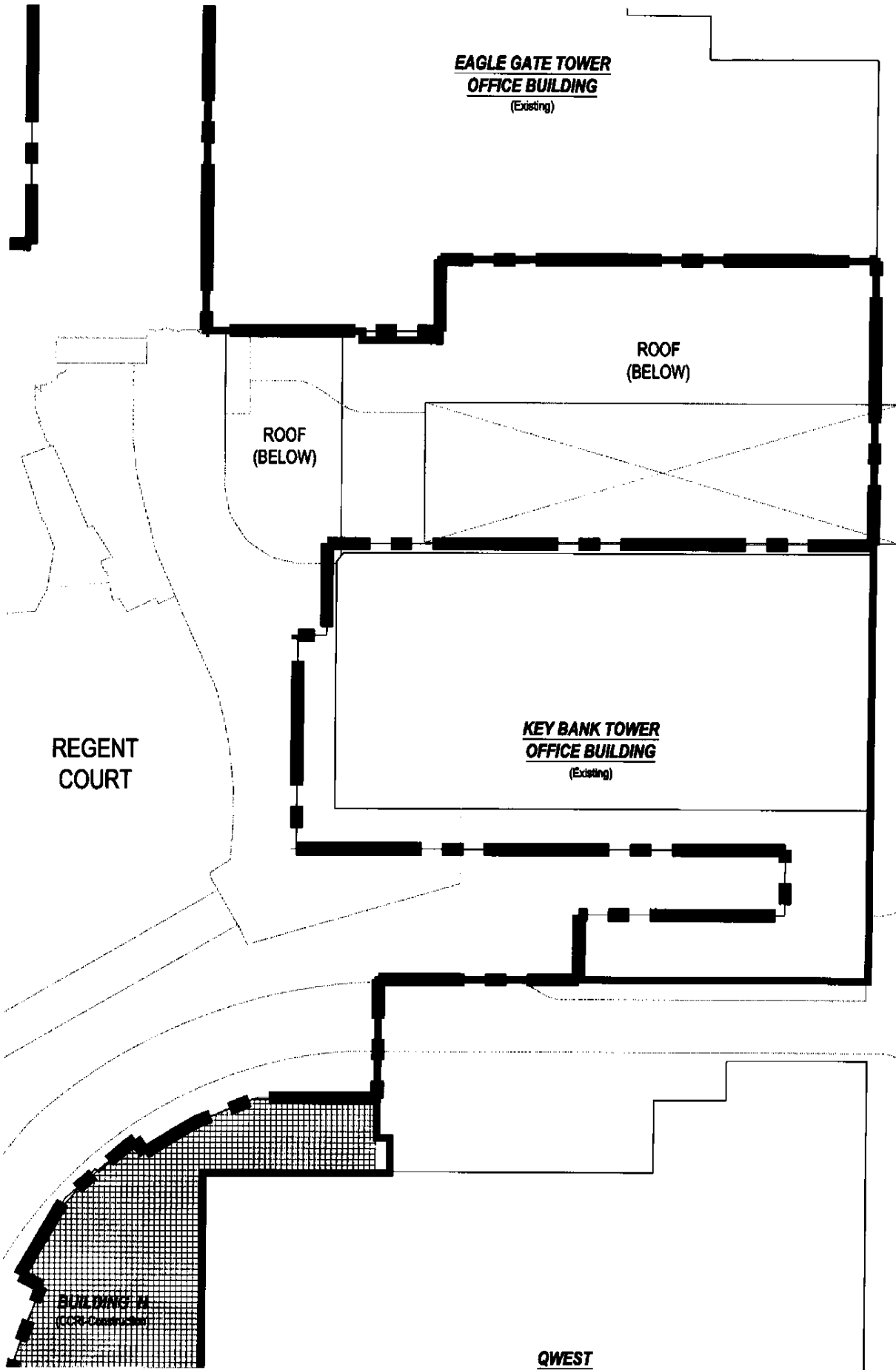
ROOF  
(BELOW)

RICHARDS  
COURT



MAIN STREET





PLANNING

QWEST

STATE STREET

Issued: 08/10/10

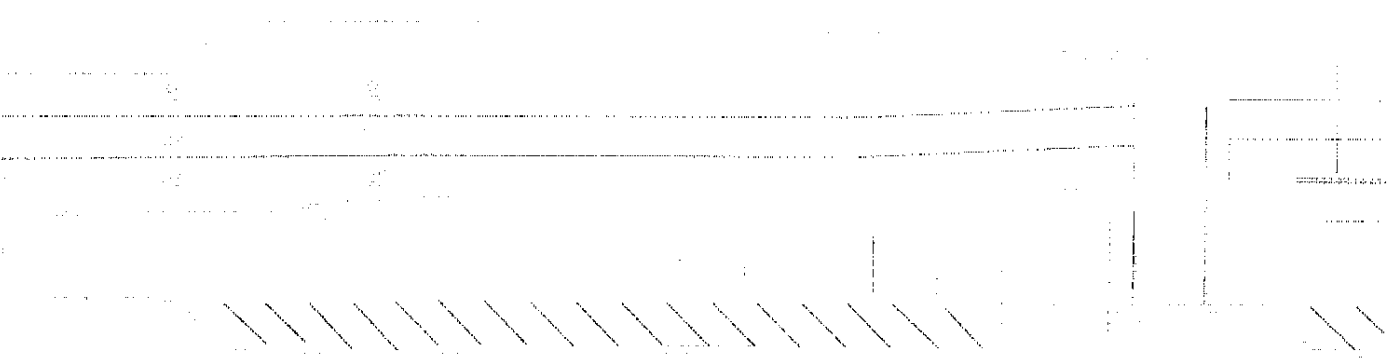
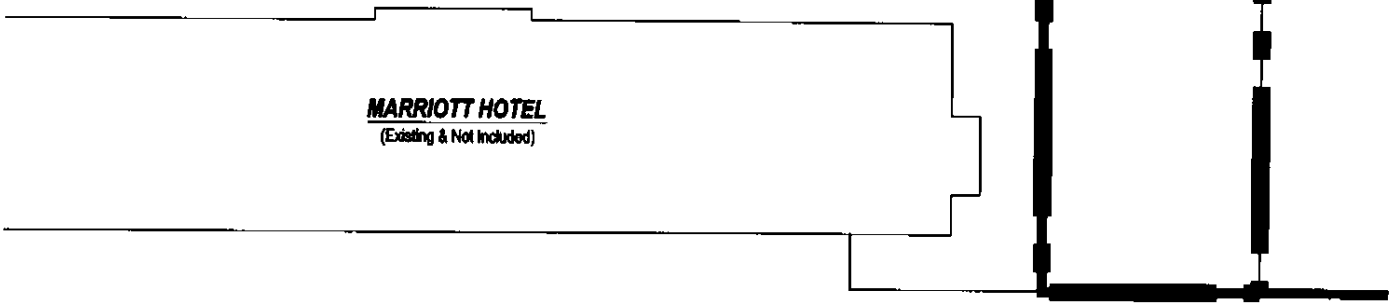
\* NOTE: Original document is a color document. Do not copy except in full color.

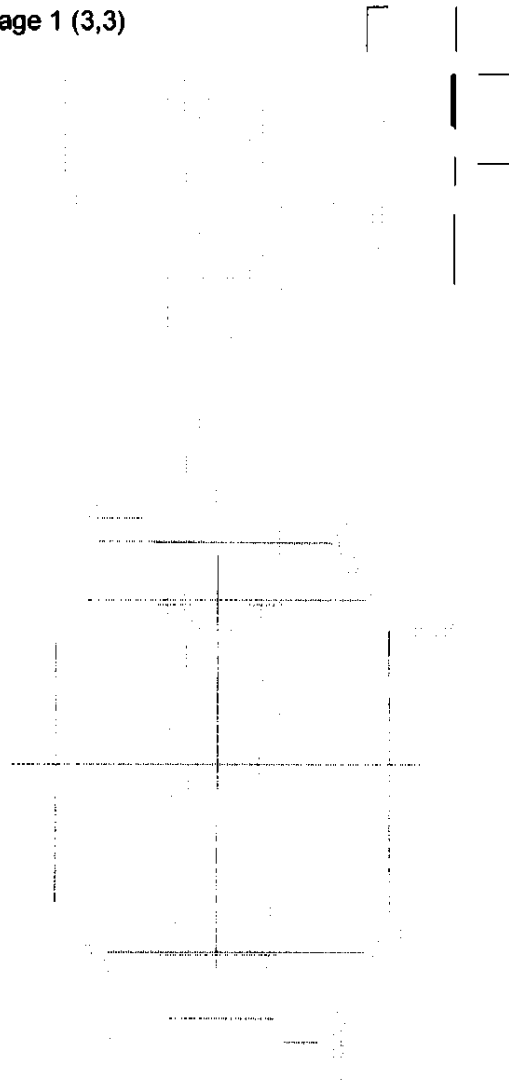
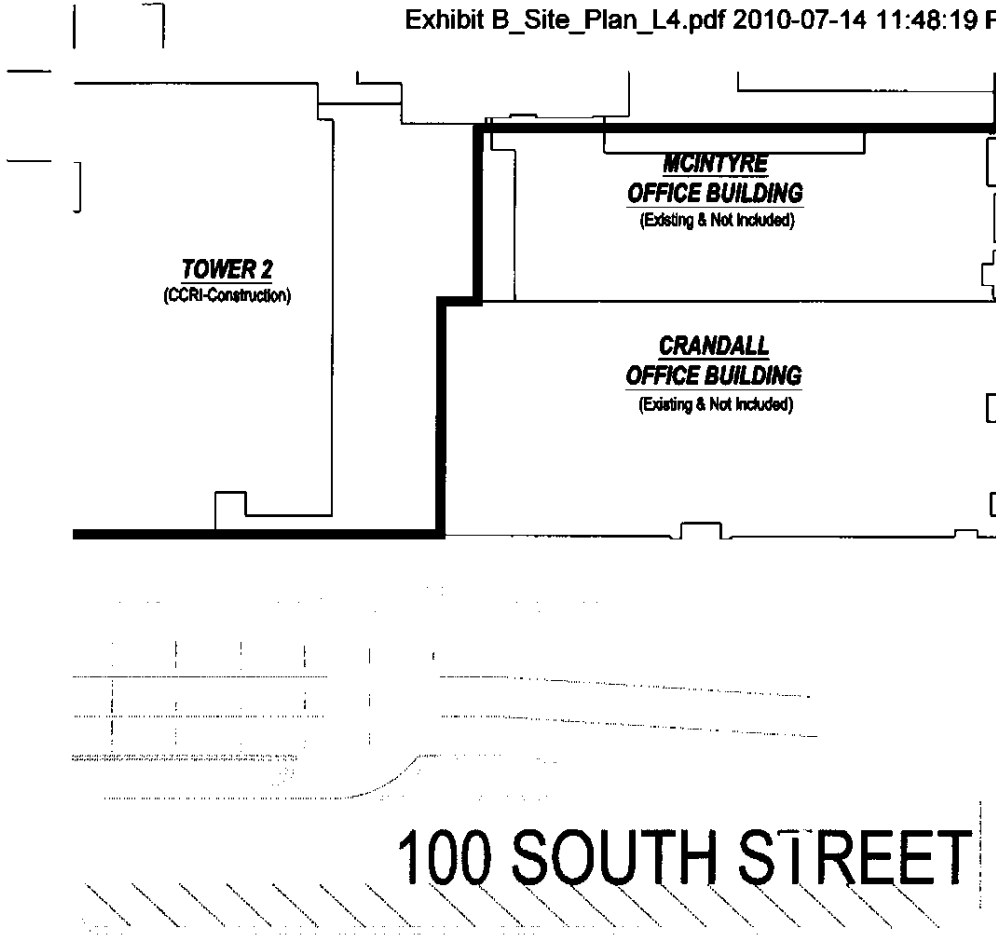
A MIXED USE DEVELOPMENT  
SALT LAKE CITY, UTAH

**OCAL EASEMENT AGREEMENT**

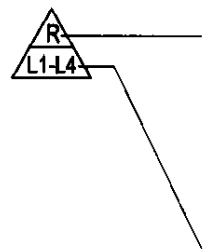


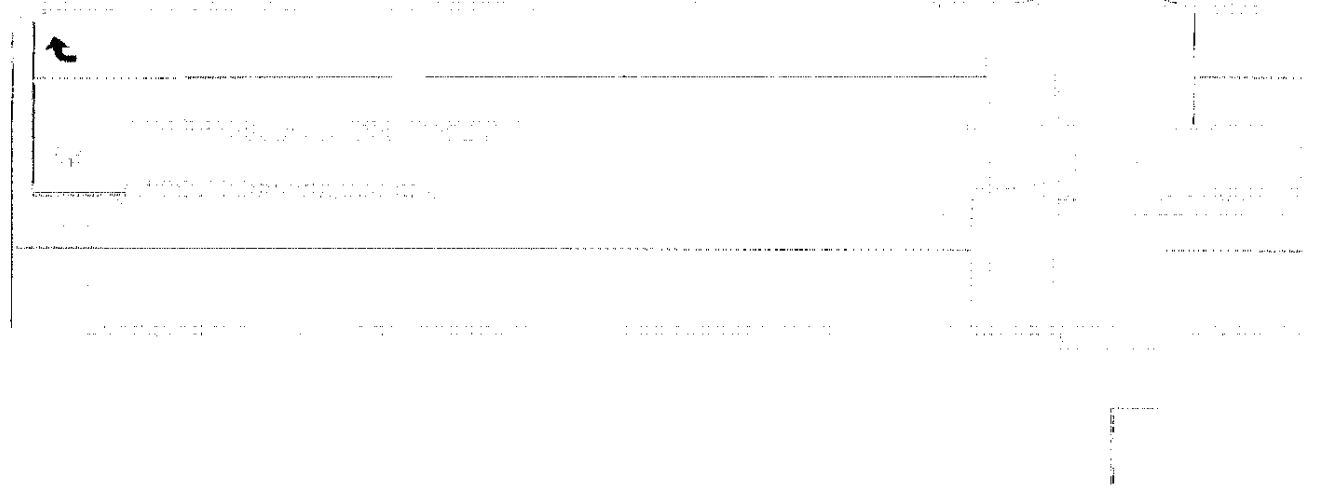
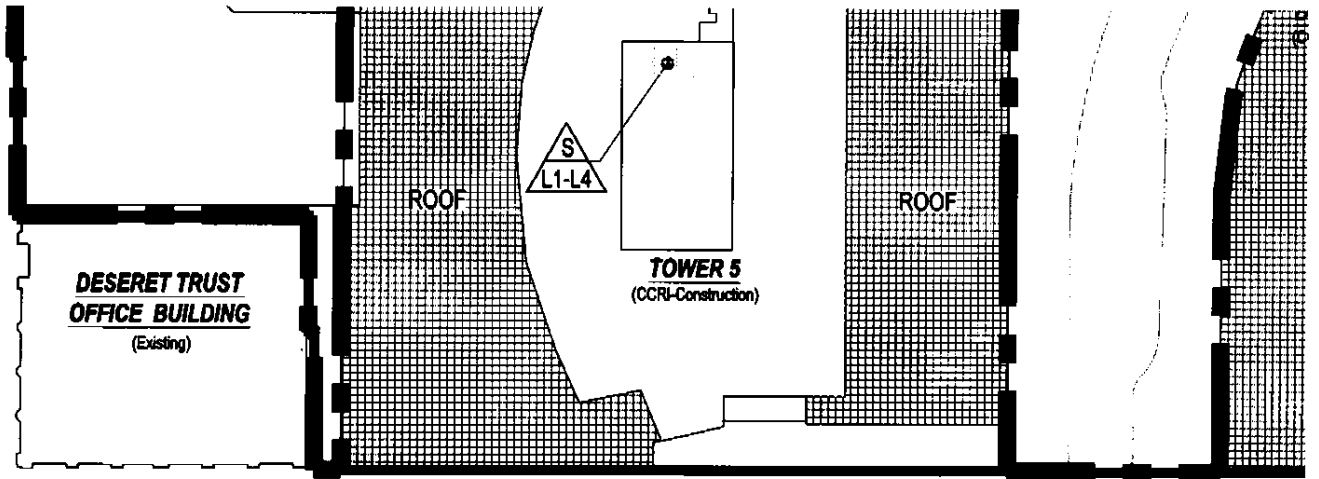






**LEGEN**





**END**

**VERTICAL TRANSPORTATION KEY**

- S = RETAIL SERVICE CONNECTION
- R = RETAIL-TO-RETAIL CONNECTION

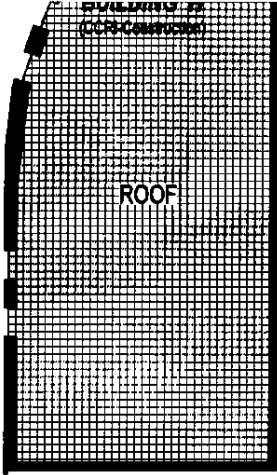
LISTS HIGHEST AND LOWEST LEVELS SERVED (P=PARKING LEVEL, L=RETAIL LEVEL, ST=STREET). LEVELS IN PARENTHESES INDICATE POSSIBLE/ ANTICIPATED LEVELS TO BE SERVED IN THE FUTURE.

 ESCALATOR

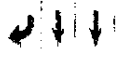
**BOUNDARIES**

-  NORDSTROM PARCEL PROPER PERMISSIBLE BUILDING AREA
-  MACY'S PARCEL PROPERTY LINE PERMISSIBLE BUILDING AREA
-  DEVELOPER PARCEL PROPERTY PERMISSIBLE BUILDING AREA
-  PERMISSIBLE BUILDING AREA

**AREAS**



**QWEST  
BUILDING**  
(Existing & Not  
Included)

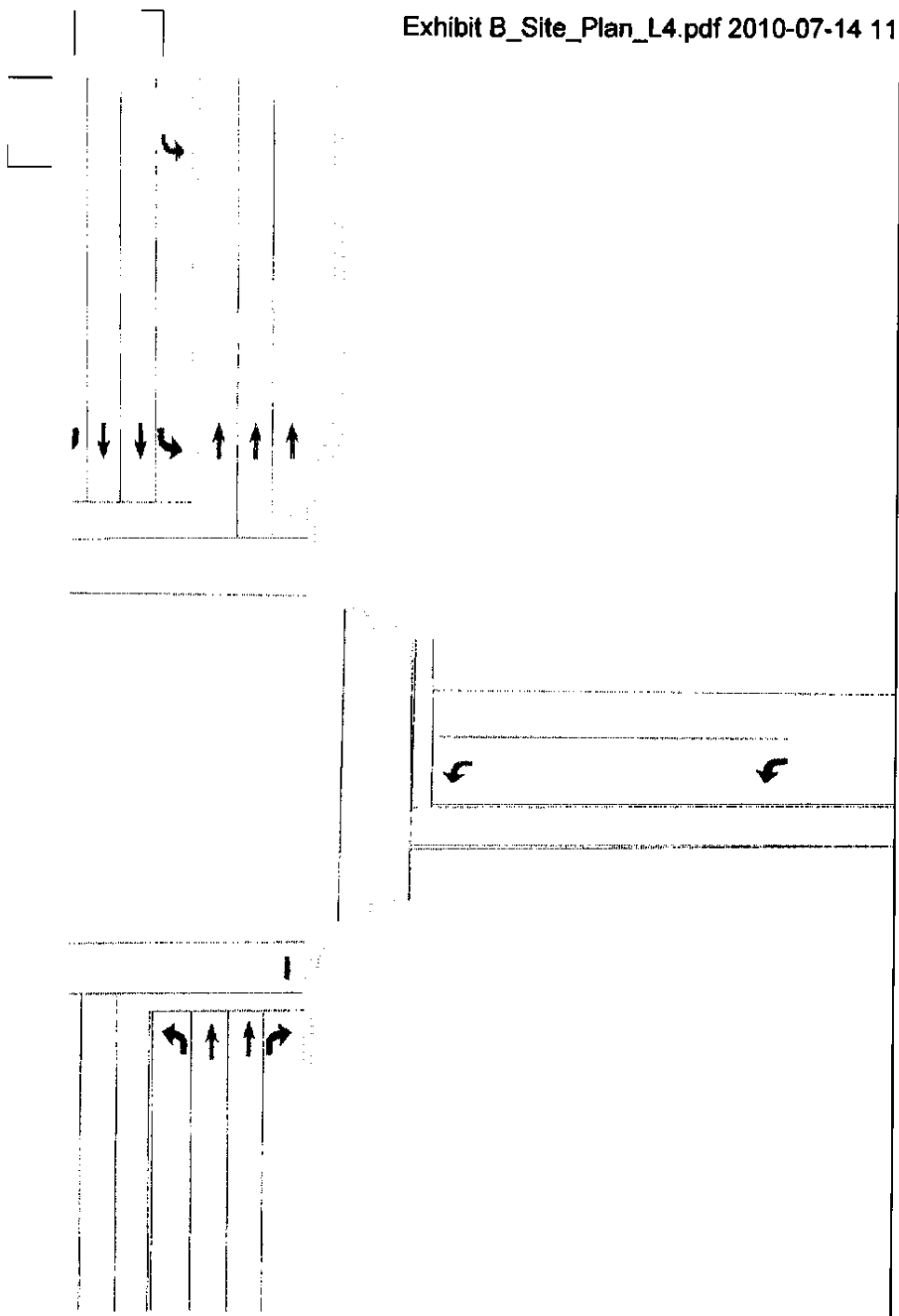


PROPERTY LINE AND  
AREA

PROPERTY LINE AND  
AREA

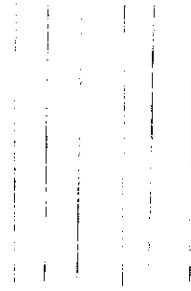
PROPERTY LINE

AREA



# CREEK CENTER

3: CONSTRUCTION, OPERATION, AND RECIPROC  
N - LEVEL 4



*These exhibits are based upon project plans by Hobbs + Black Associates current as  
and base plans imported from other project Architects of Record current as of 11/18/*

*rent as of 11/16/09  
11/18/09.*

---







ESCALATOR



ELEVATOR

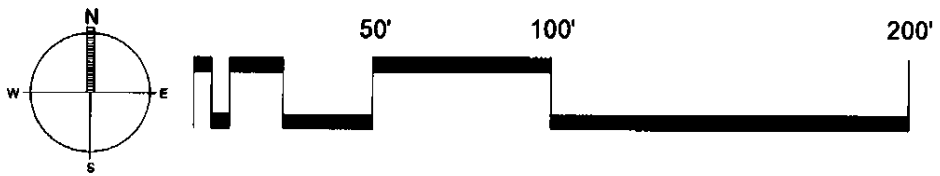


STAIR

AREAS



ROOF



**CITY**

**EXHIBIT B: (**  
**SITE PLAN -**

|               |
|---------------|
| <b>SHEET</b>  |
| <b>4 OF 9</b> |

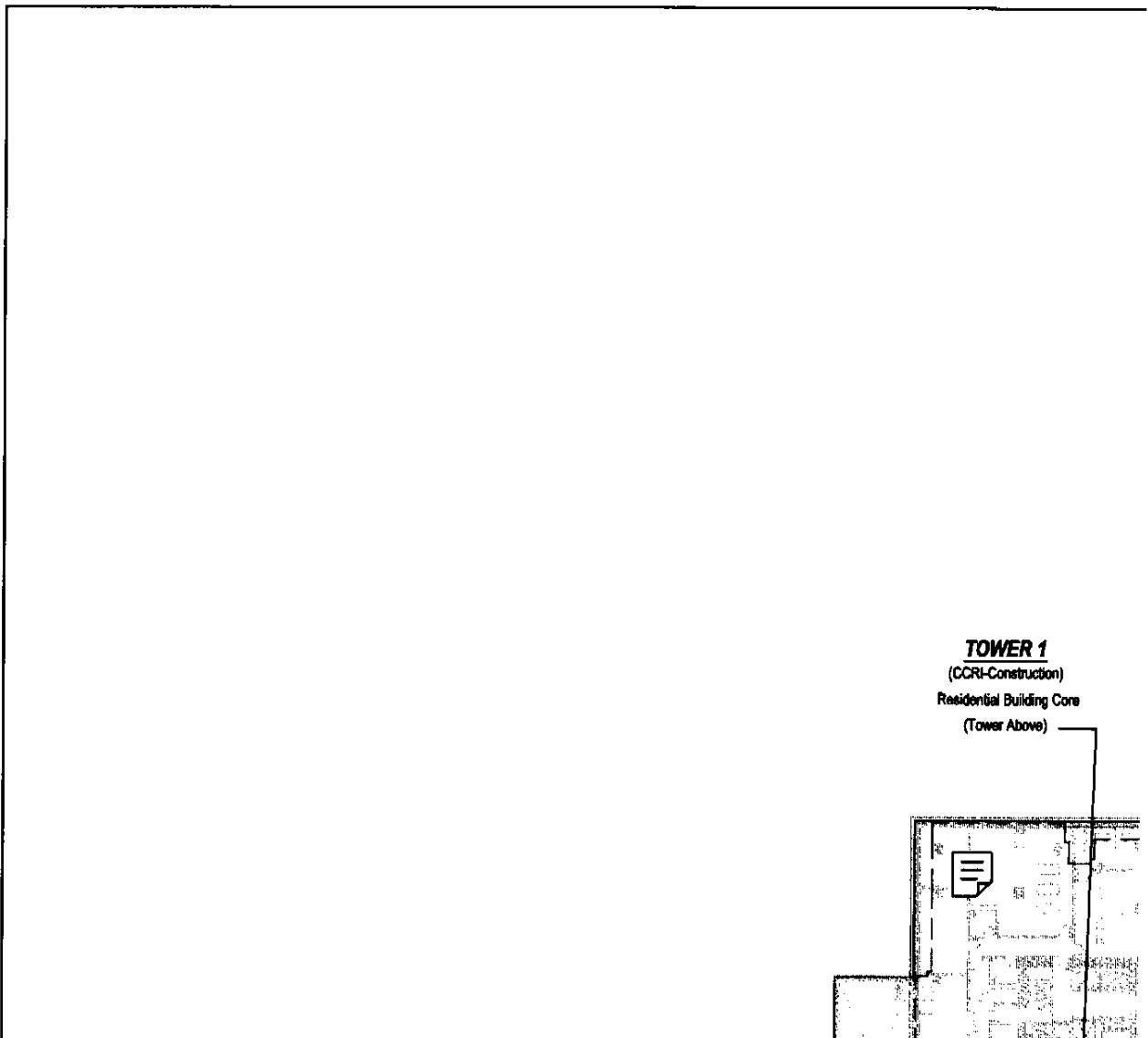
**EXHIBIT B  
SITE PLAN**

**P-1**

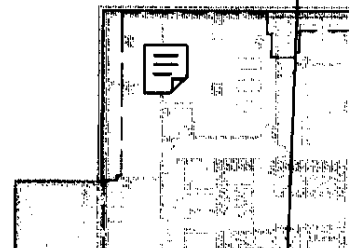
This is the fifth of nine sheets comprising the Site Plan. The actual size of the sheet is 44 inches wide and 34 inches in height. The original sheet was electronically “cut” into 24 pages. The pages are numbered and can be assembled as shown in the chart below to show the entire sheet. There are registration marks on each page to aid in the alignment of the pages.

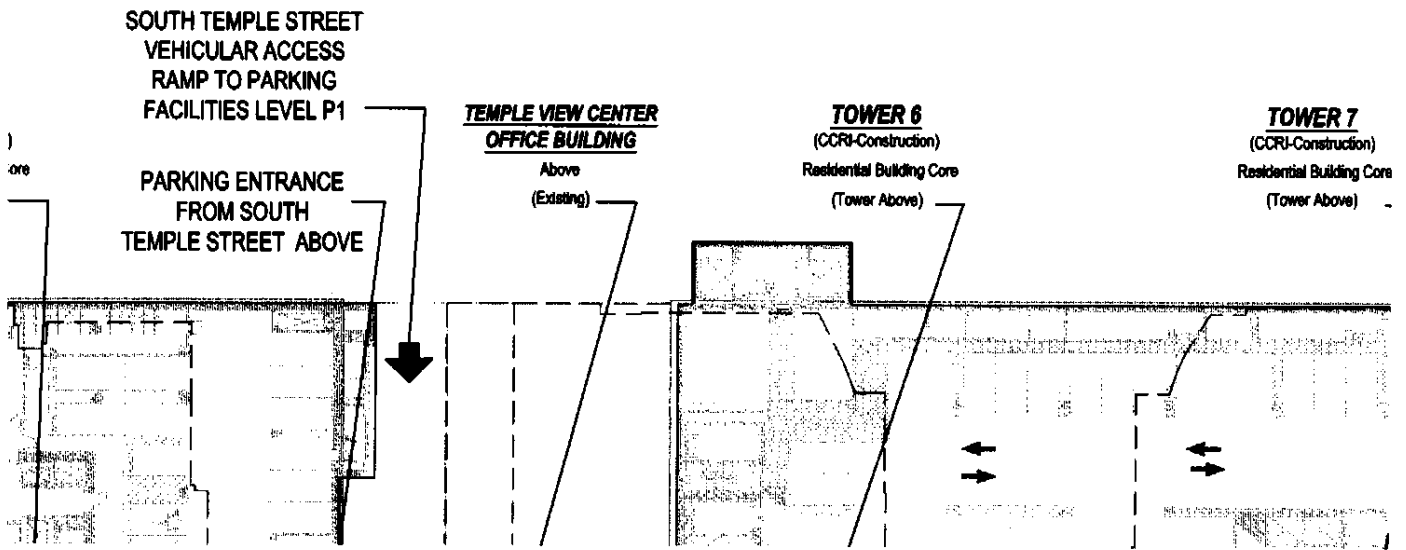
**KEY CODE**

|       |       |       |       |       |       |
|-------|-------|-------|-------|-------|-------|
| (1,1) | (1,2) | (1,3) | (1,4) | (1,5) | (1,6) |
| (2,1) | (2,2) | (2,3) | (2,4) | (2,5) | (2,6) |
| (3,1) | (3,2) | (3,3) | (3,4) | (3,5) | (3,6) |
| (4,1) | (4,2) | (4,3) | (4,4) | (4,5) | (4,6) |



**TOWER 1**  
(CCRI-Construction)  
Residential Building Core  
(Tower Above)



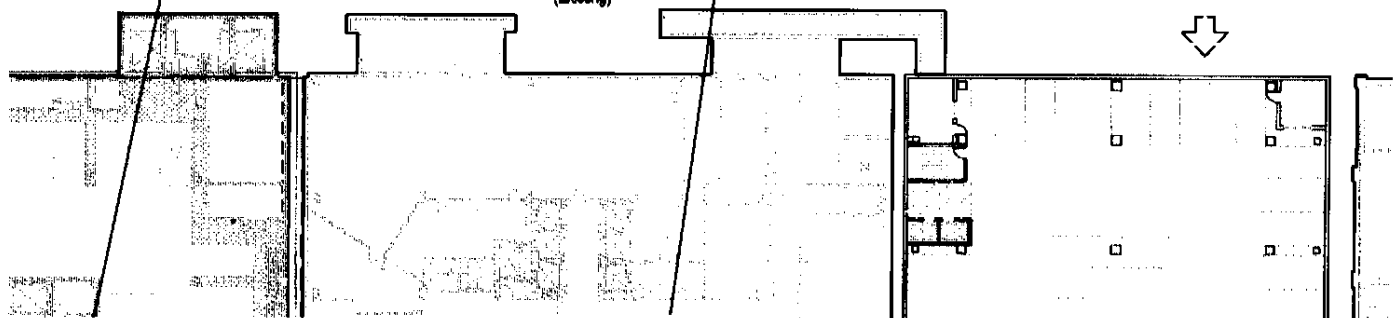


# SOUTH TEMPLE STREET

**VER 7**  
Construction  
Building Core  
(Above)

**BENEFICIAL FINANCIAL  
GROUP TOWER  
OFFICE BUILDING CORE**  
(Tower Above)  
(Existing)

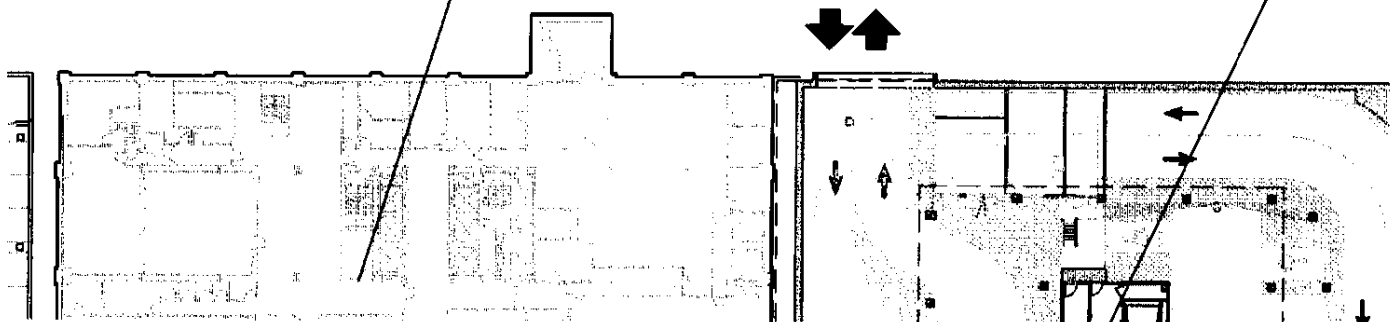
TEMPLE SQUARE PARKING  
TUNNEL ACCESS BELOW P1



**ZIONS BANK TOWER  
OFFICE BUILDING**  
(Tower Above)  
(Existing)

**SOUTH TEMPLE STREET IN-STREET  
VEHICULAR RAMP ACCESS TO  
PARKING FACILITIES LEVEL P-1**


**TOWER 4**  
(CCRI-Construction)  
Office Building Core  
(Tower Above)







EAGLE GATE TOWER

Taubman 

200 E. LONG LAKE ROAD  
BLOOMFIELD HILLS, MI 48303-0200

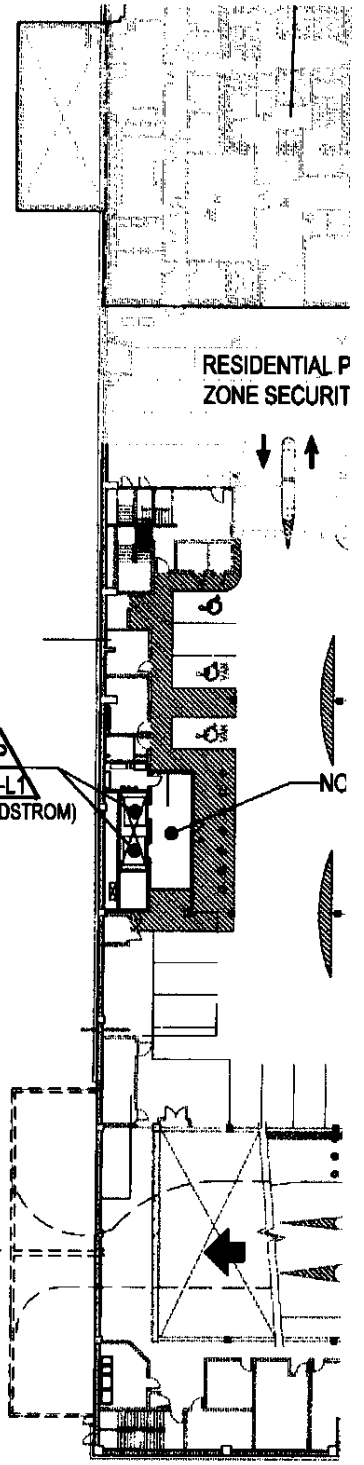
WEST TEMPLE STREET

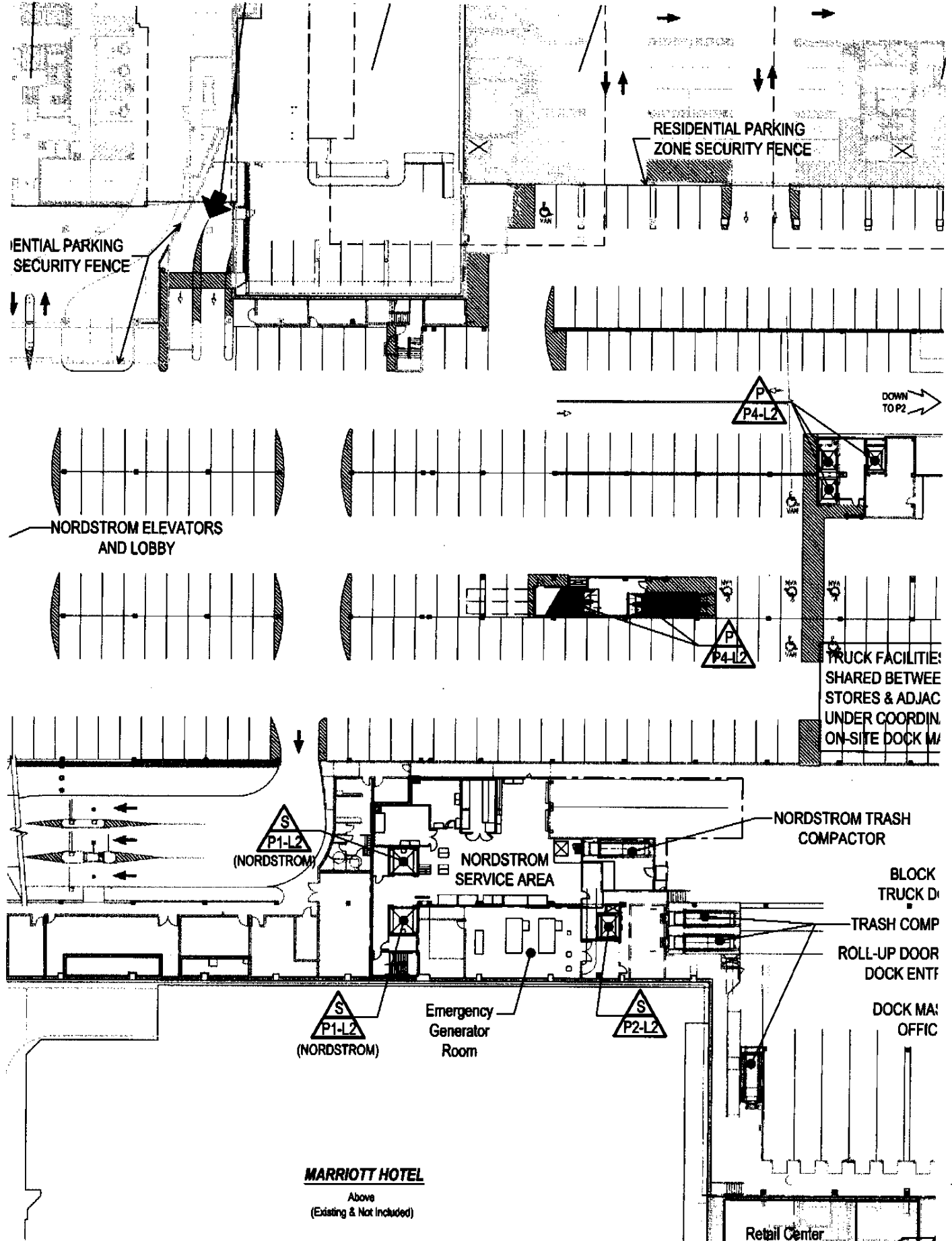
EXIT TO WEST  
TEMPLE STREET  
ABOVE

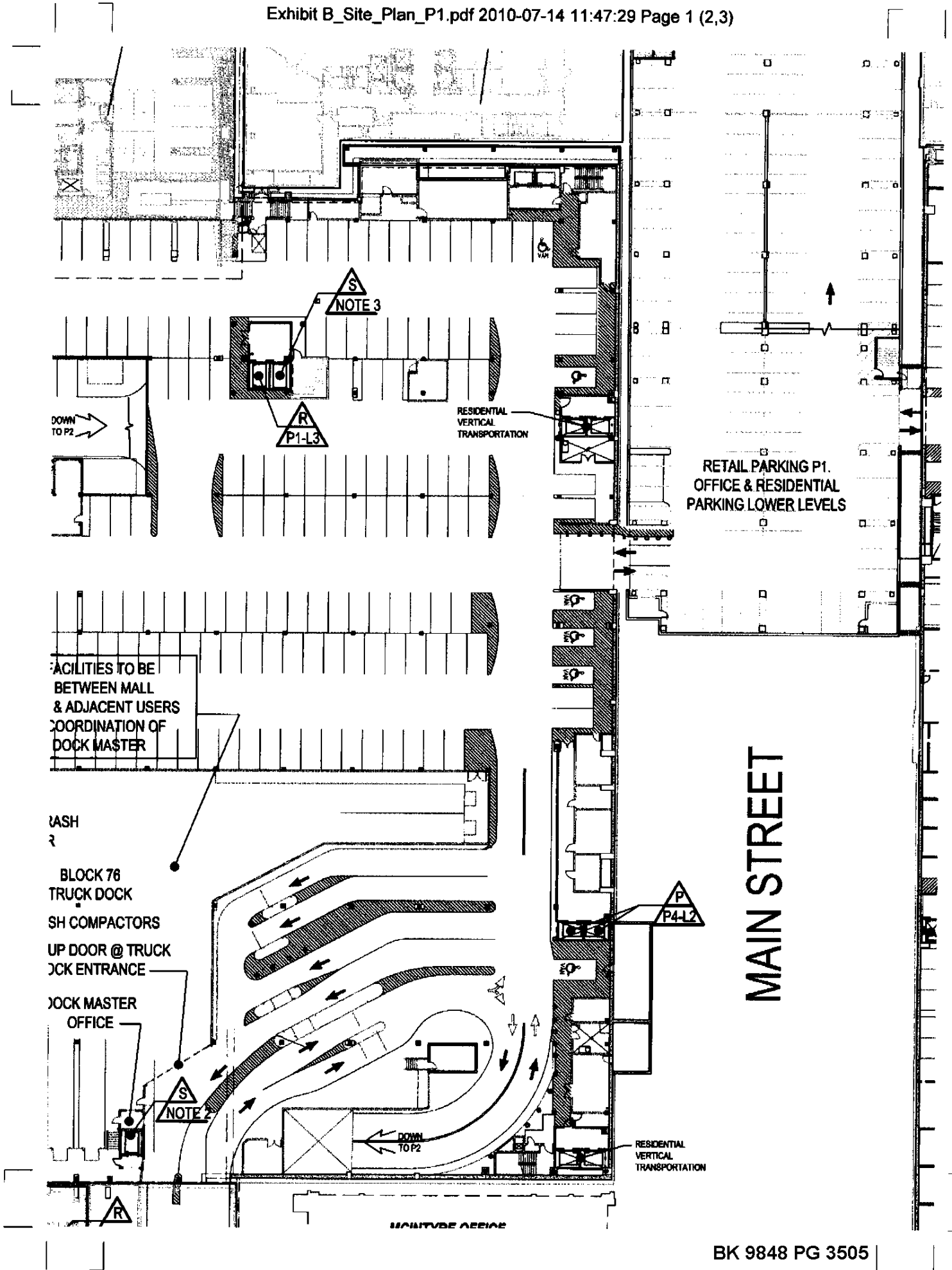
P  
P3-L1  
(NORDSTROM)

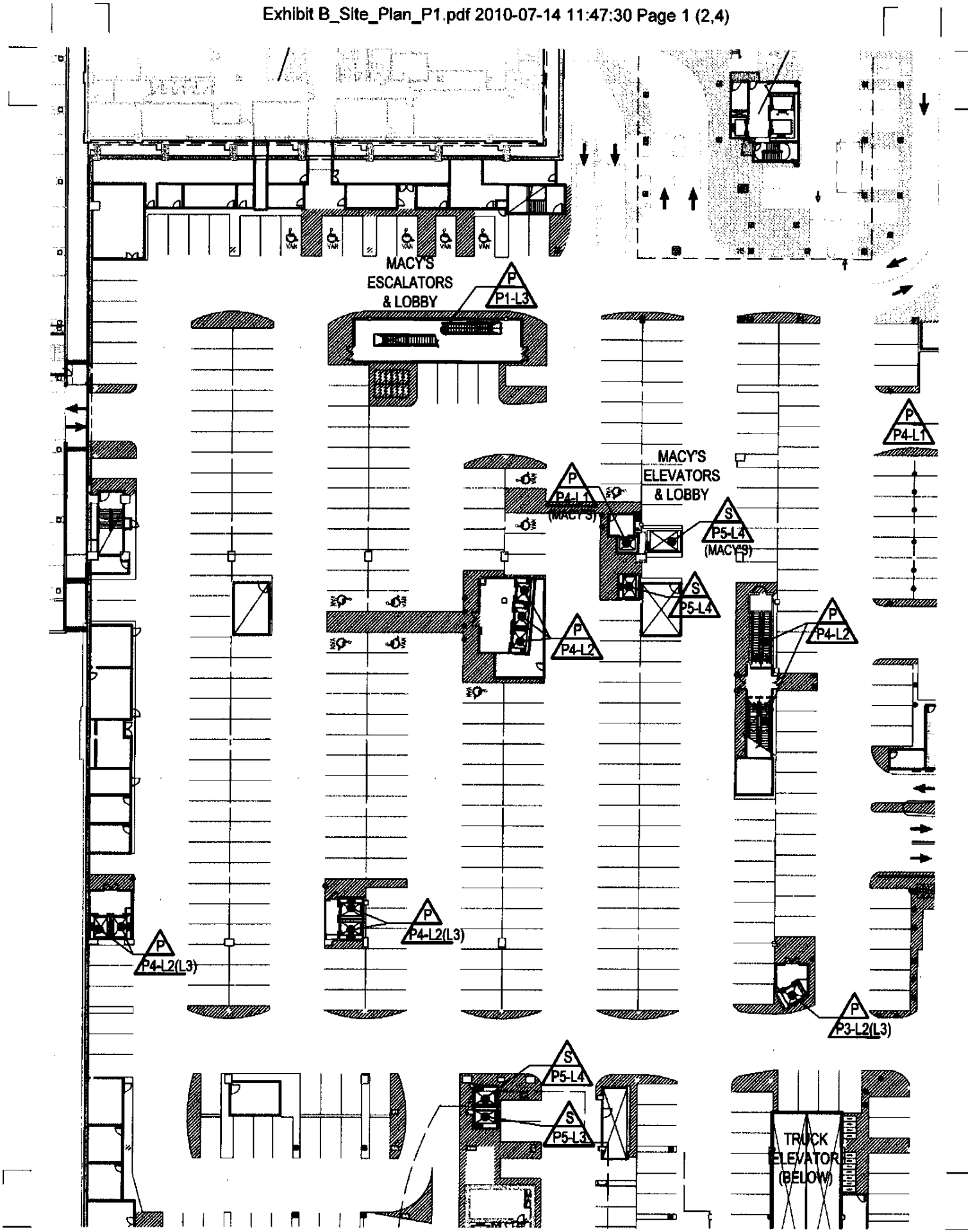
RESIDENTIAL P  
ZONE SECURIT

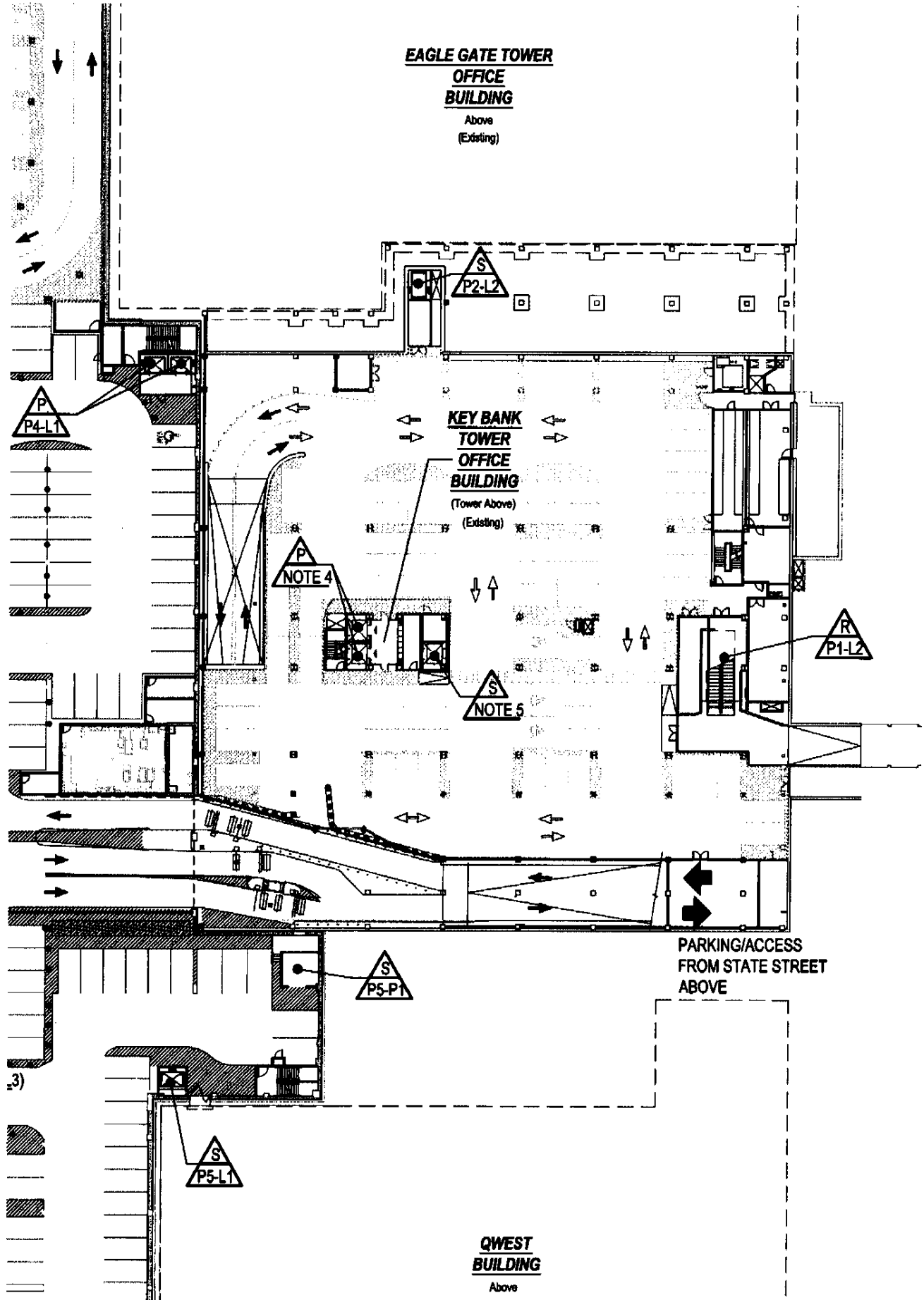
NC











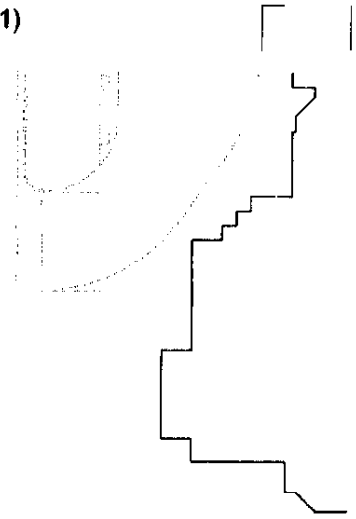
STATE STREET

A MIXED USE DEVELOPMENT  
SALT LAKE CITY, UTAH

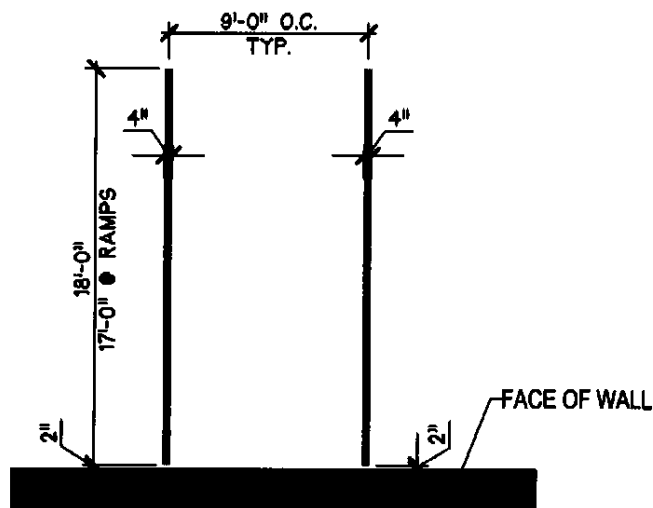
**LOCAL EASEMENT AGREEMENT**

Issued: 06/10/10



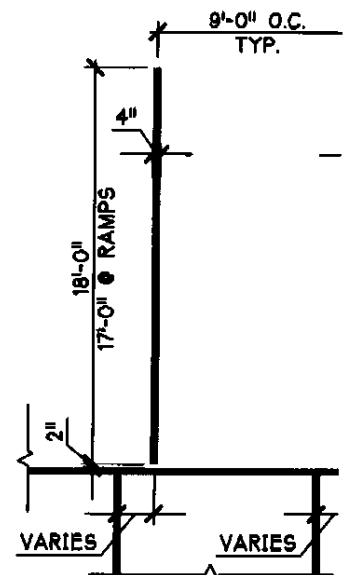


# TYPICAL PARKING DIAGRAMS



1. PARKING STRIPING - @ WALL

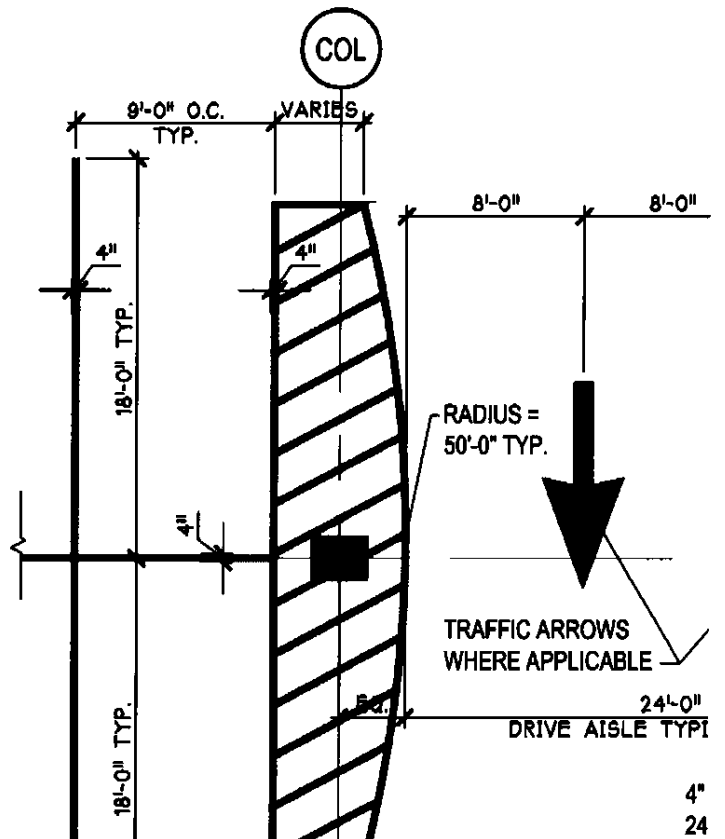
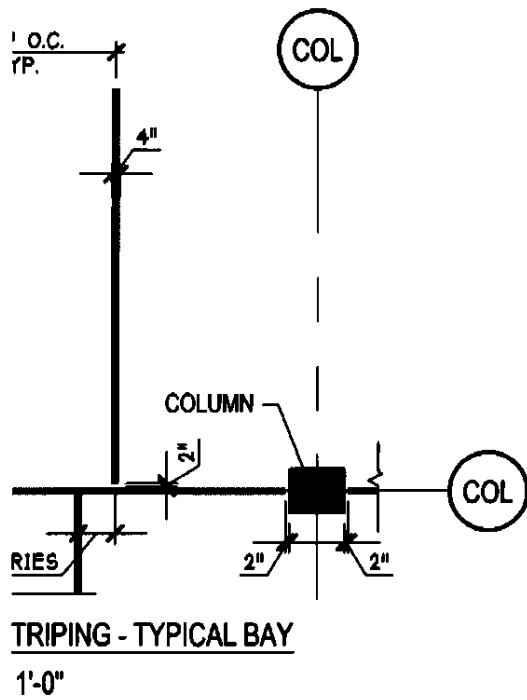
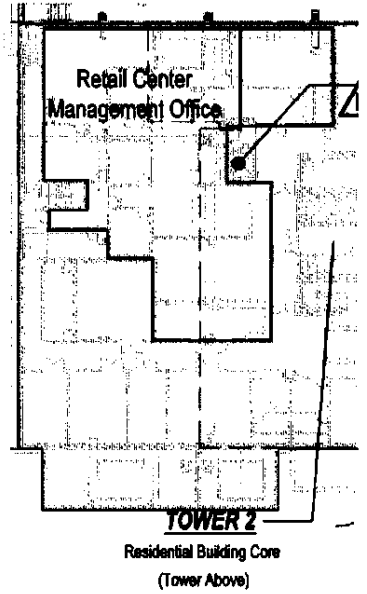
SCALE: 1/8" = 1'-0"

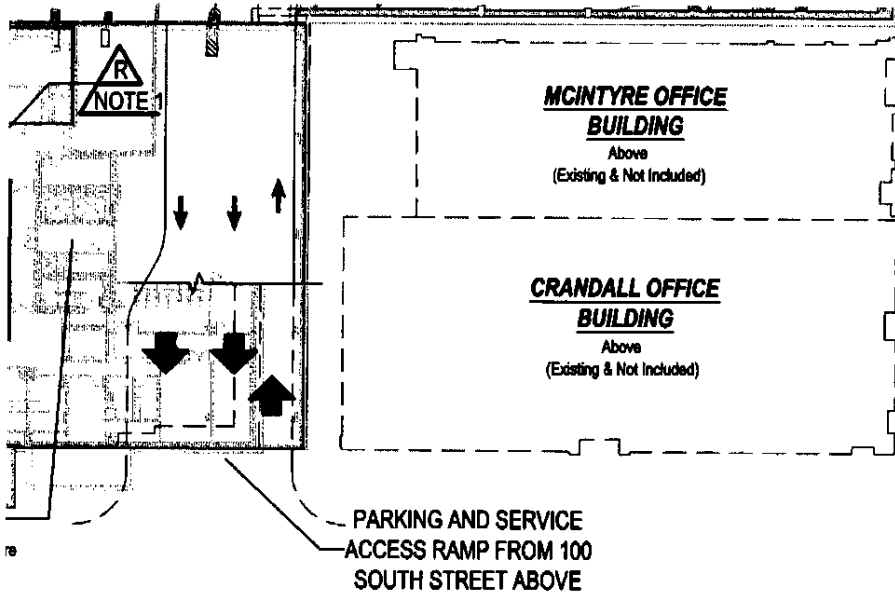


2. PARKING STRIPING

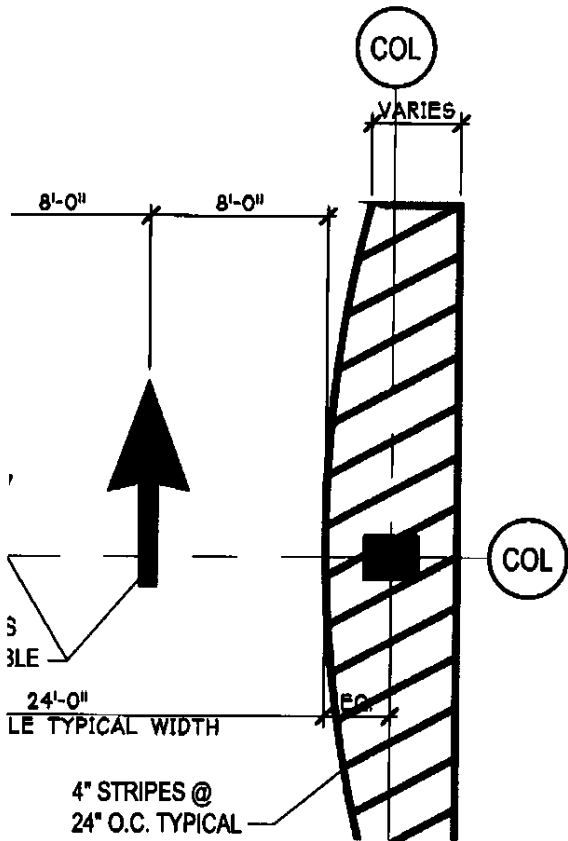
SCALE: 1/8" = 1'-0"

Above  
(Existing & Not Included)

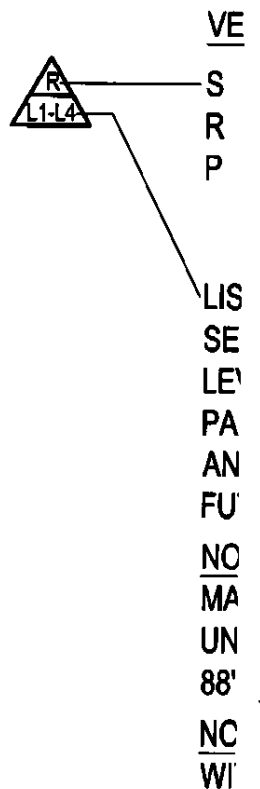


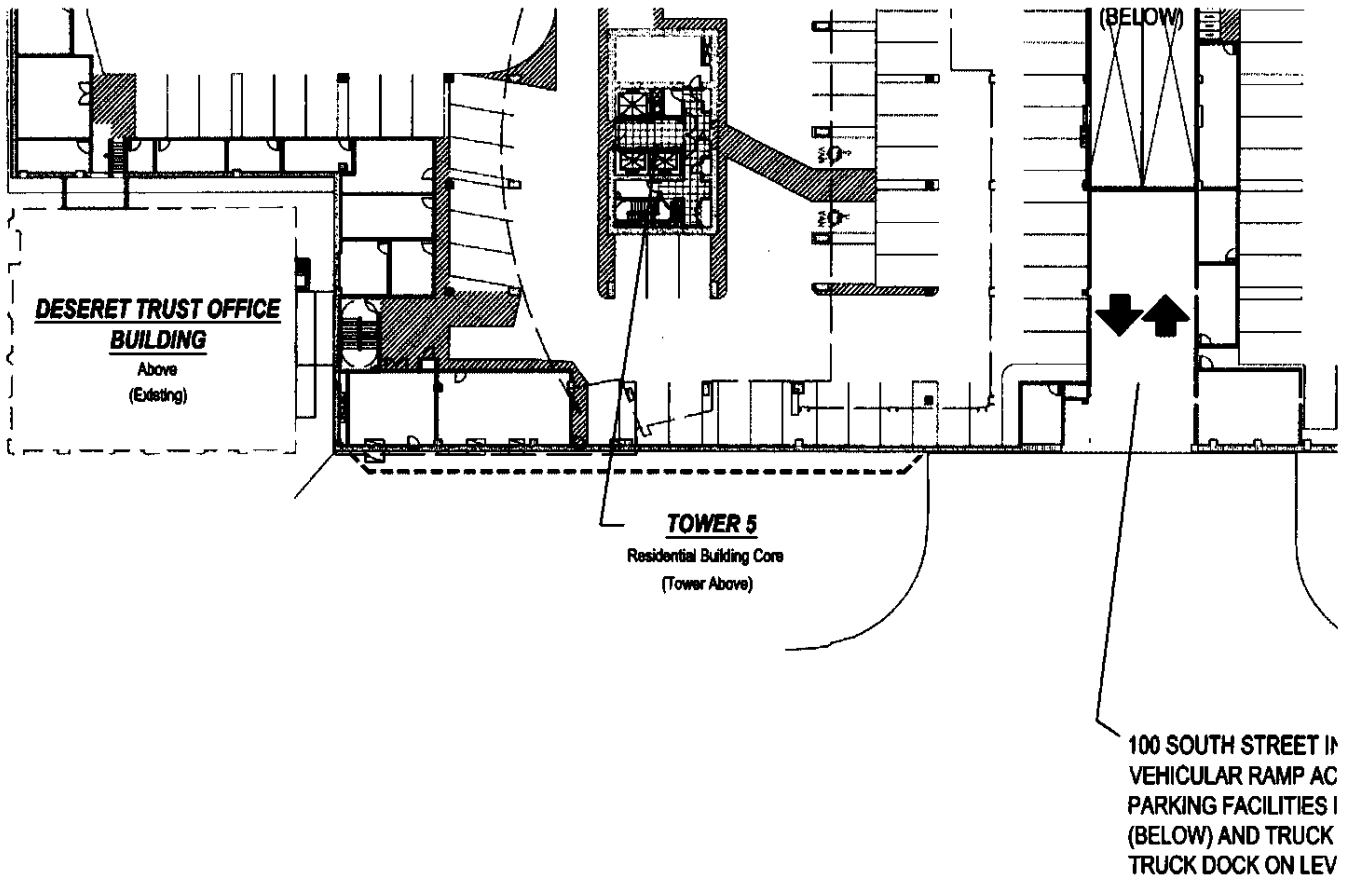


# 100 SOUTH STREET



## LEGEND





**END**

VERTICAL TRANSPORTATION KEY

- S = RETAIL SERVICE CONNECTION
- R = RETAIL-TO-RETAIL CONNECTION
- P = PARKING GARAGE-TO-RETAIL CONNECTION

VEHICULAR ACCESS KEY

- ➔ ACCESS BETWEEN PARKING FACILITIES
- ➔ PUBLIC STREET

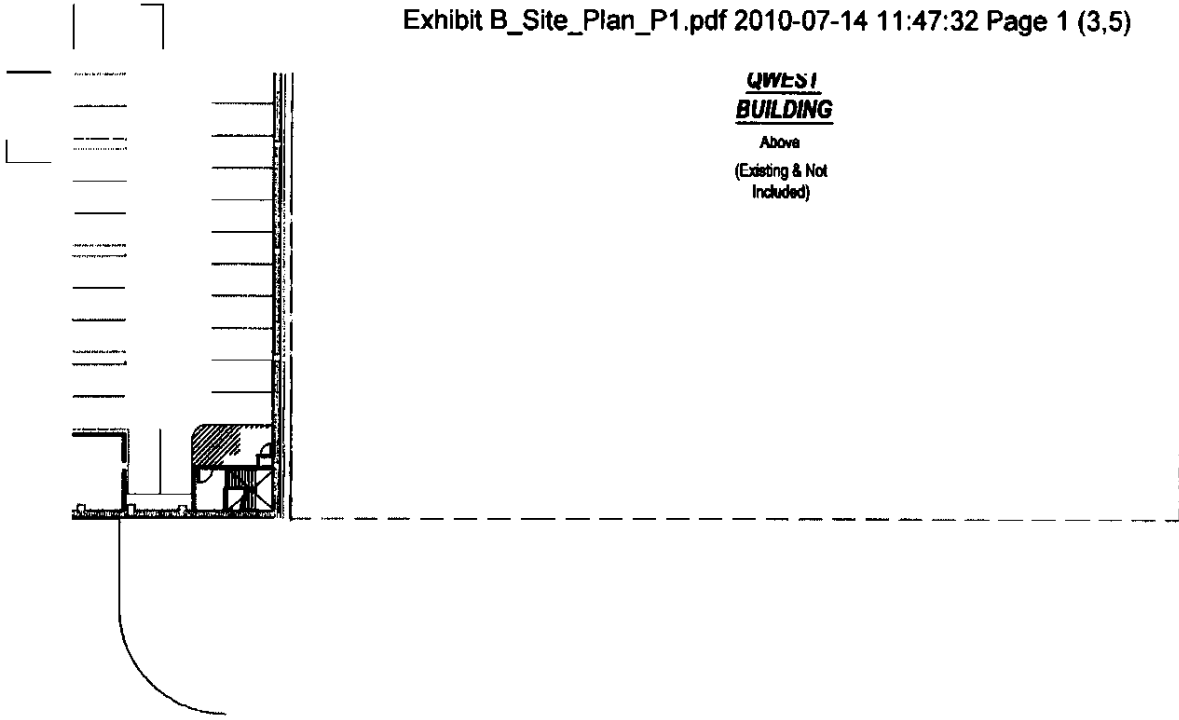
LISTS HIGHEST AND LOWEST LEVELS SERVED (P=PARKING LEVEL, L=RETAIL LEVEL, ST=STREET). LEVELS IN PARENTHESES INDICATE POSSIBLE/ ANTICIPATED LEVELS TO BE SERVED IN THE FUTURE.

NOTE 1: ELEV., LOWER LEVEL AT RETAIL MANAGEMENT OFFICE AT EQUIVALENT P1 UNDER TOWER 2 OTHER STOPS AT LEVELS 88', 99', 108'

NOTE 2: ELEV. LOWEST LEVEL = P1 WITH STOPS @ LEVEL 88', L1 (99'), LEVEL

**QWESI**  
**BUILDING**

Above  
(Existing & Not  
Included)



STREET IN-STREET  
RAMP ACCESS TO  
CILITIES LEVEL P2  
D TRUCK ELEVATOR TO  
K ON LEVEL P5

CILITIES AND

---

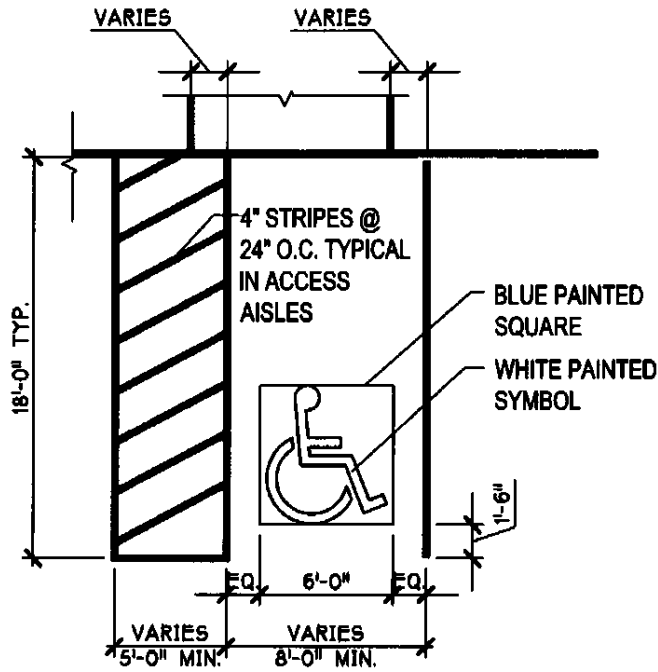
# **CREEK CENTER**

---

**3: CONSTRUCTION, OPERATION, AND RECIPROC  
N - LEVEL P1**

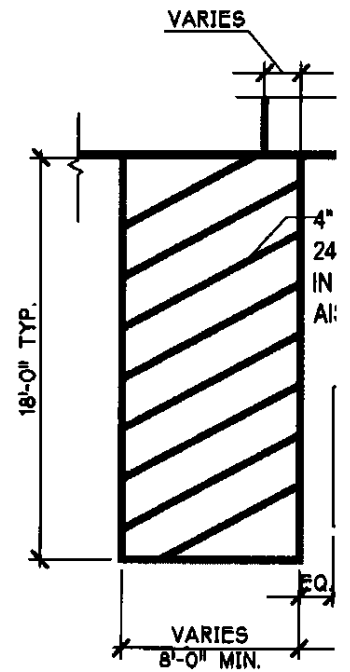
SCALE: 1/8" = 1'-0"

SCALE: 1/8" = 1'-0"



**4. ACCESSIBLE PARKING SPACE**

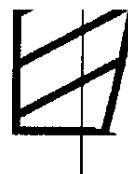
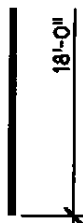
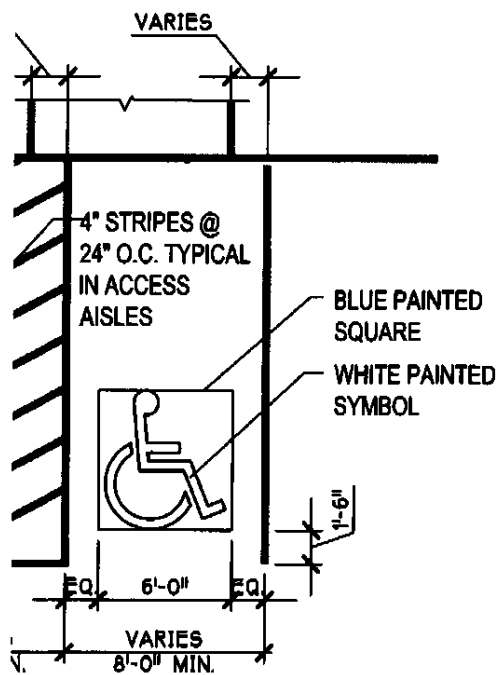
SCALE: 1/8" = 1'-0"



**5. VAN ACCESSIBLE I**

SCALE: 1/8" = 1'-0"

*These exhibits are based upon project plans by Hobbs + Black Associates current a. and base plans imported from other project Architects of Record current as of 11/18.*



4"  
24

**3. PARKING STRIPING - C**

SCALE: 1/8" = 1'-0"

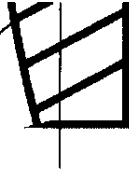
**POSSIBLE PARKING SPACE**

1'-0"

current as of 11/16/09  
11/18/09.



4" STRIPES @  
24" O.C. TYPICAL



ENDING - @ END OF TYPICAL BAY

NC  
WI  
109  
NC  
ST  
RE  
NC  
ST  
NC  
ST



**NOTE 2: ELEV. LOWEST LEVEL = P1  
WITH STOPS @ LEVEL 88', L1 (99'), LEVEL  
109', & L2 (118')**

**NOTE 3: ELEV. LOWEST STOP @ P1; OTHER  
STOPS @ L1, L2, & L3 ( L3 PROVIDED FOR  
RESIDENTIAL SERVICE ONLY)**

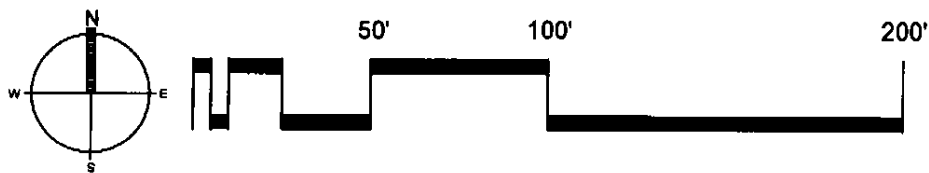
**NOTE 4: ELEV. LOWEST STOP @ P2; OTHER  
STOPS @ L1, L2, & OFFICES ABOVE**

**NOTE 5: ELEV. LOWEST STOP @ P3; OTHER  
STOPS @ P2, L1, L2, & OFFICES ABOVE**

 ESCALATOR

ELEVATOR

 STAIR



**CITY**

**EXHIBIT B:  
SITE PLAN**

**SHEET**

**5 OF 9**

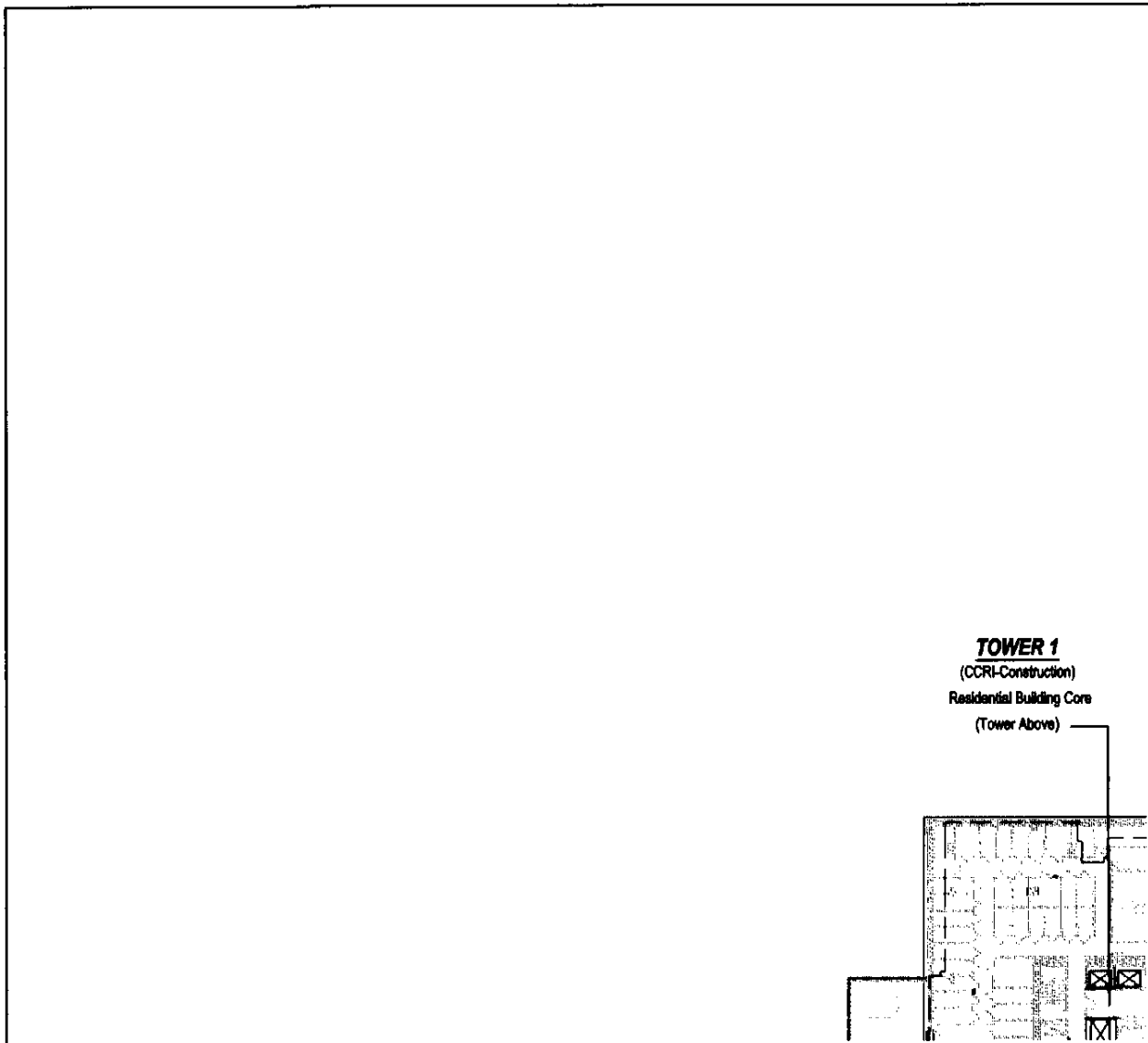
**EXHIBIT B  
SITE PLAN**

**P-2**

This is the sixth of nine sheets comprising the Site Plan. The actual size of the sheet is 44 inches wide and 34 inches in height. The original sheet was electronically “cut” into 24 pages. The pages are numbered and can be assembled as shown in the chart below to show the entire sheet. There are registration marks on each page to aid in the alignment of the pages.

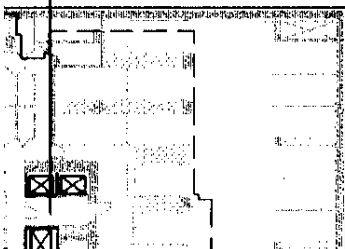
**KEY CODE**

|       |       |       |       |       |       |
|-------|-------|-------|-------|-------|-------|
| (1,1) | (1,2) | (1,3) | (1,4) | (1,5) | (1,6) |
| (2,1) | (2,2) | (2,3) | (2,4) | (2,5) | (2,6) |
| (3,1) | (3,2) | (3,3) | (3,4) | (3,5) | (3,6) |
| (4,1) | (4,2) | (4,3) | (4,4) | (4,5) | (4,6) |



**TOWER 1**  
(CCRI-Construction)  
Residential Building Core  
(Tower Above)

1)  
Core



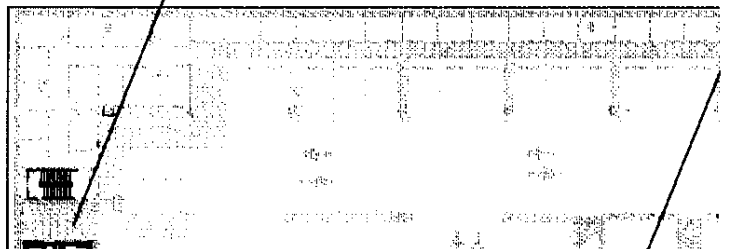
**TEMPLE VIEW CENTER**  
**OFFICE BUILDING**

Above  
(Existing)



**TOWER 6**  
(CCRI-Construction)

Residential Building Core  
(Tower Above)

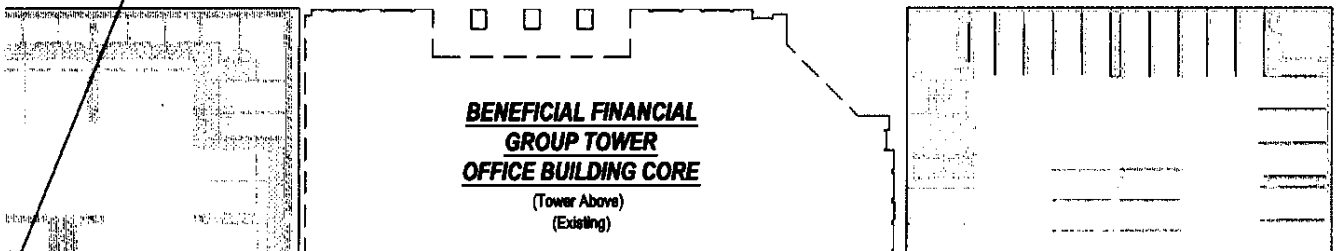


**TOWER 7**  
(CCRI-Construction)

Residential Building Co  
(Tower Above)



**WER 7**  
(Construction)  
Initial Building Core  
(Tower Above)





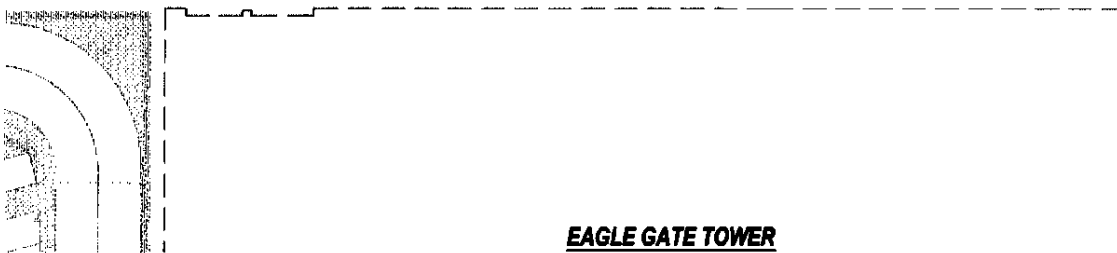
# SOUTH TEMPLE STREET

**ZIONS BANK TOWER  
OFFICE BUILDING**


(Tower Above)  
(Existing)

**TOWER 4**  
(CCRI-Construction)  
Office Building Core  
(Tower Above)

BK 9848 PG 3525



**EAGLE GATE TOWER**

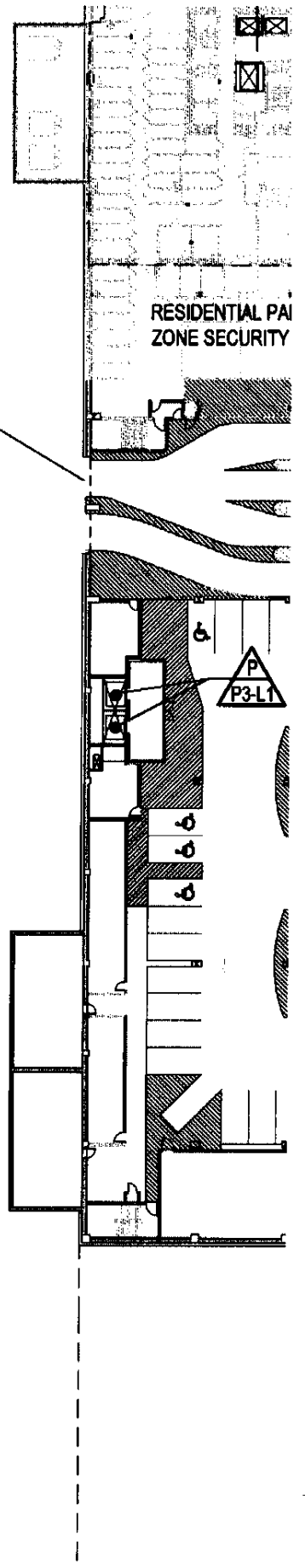
Taubman 

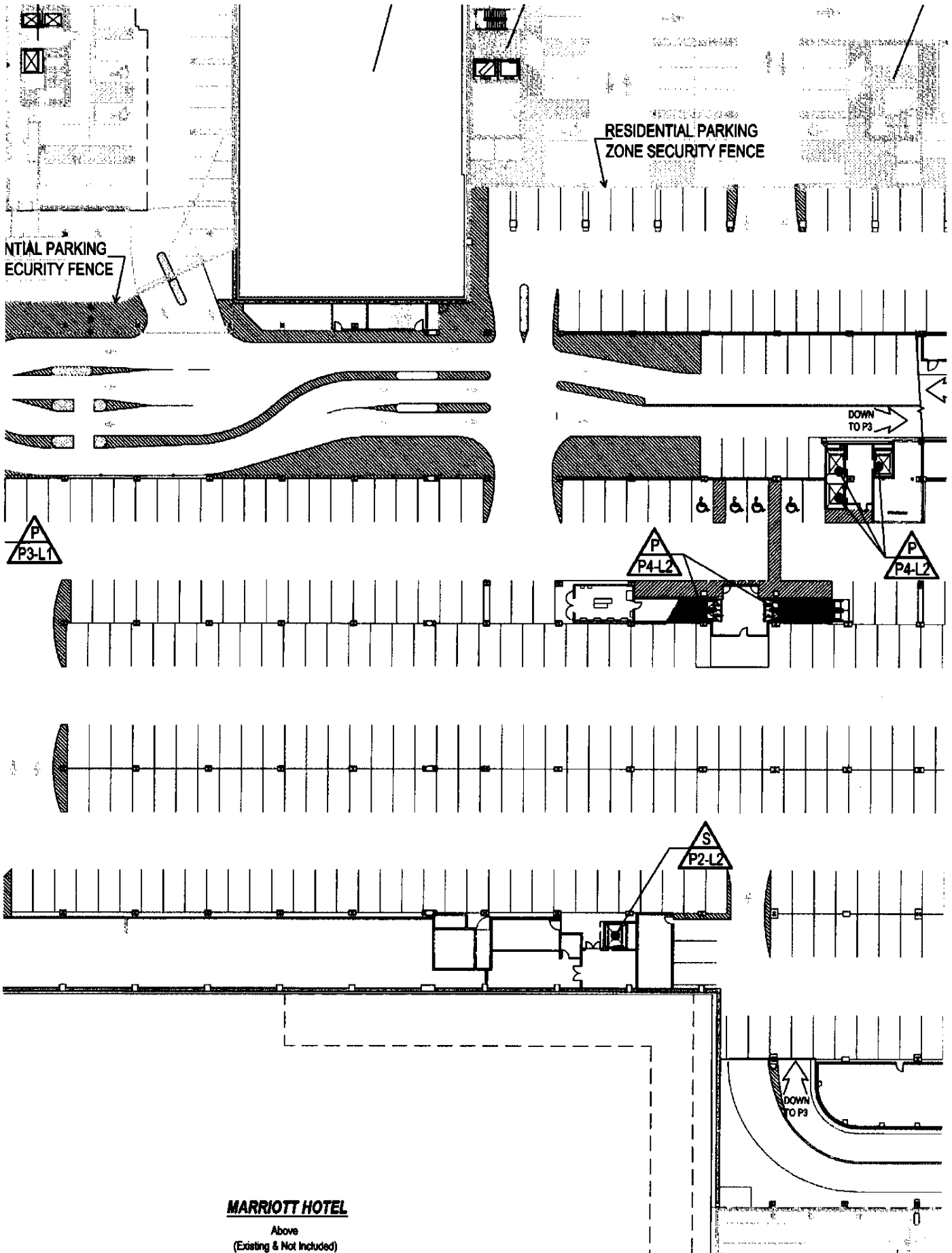
200 E. LONG LAKE ROAD  
BLOOMFIELD HILLS, MI 48303-0200

WEST TEMPLE STREET  
IN-STREET VEHICULAR RAMP  
ACCESS TO/FROM PARKING  
FACILITES LEVEL P2

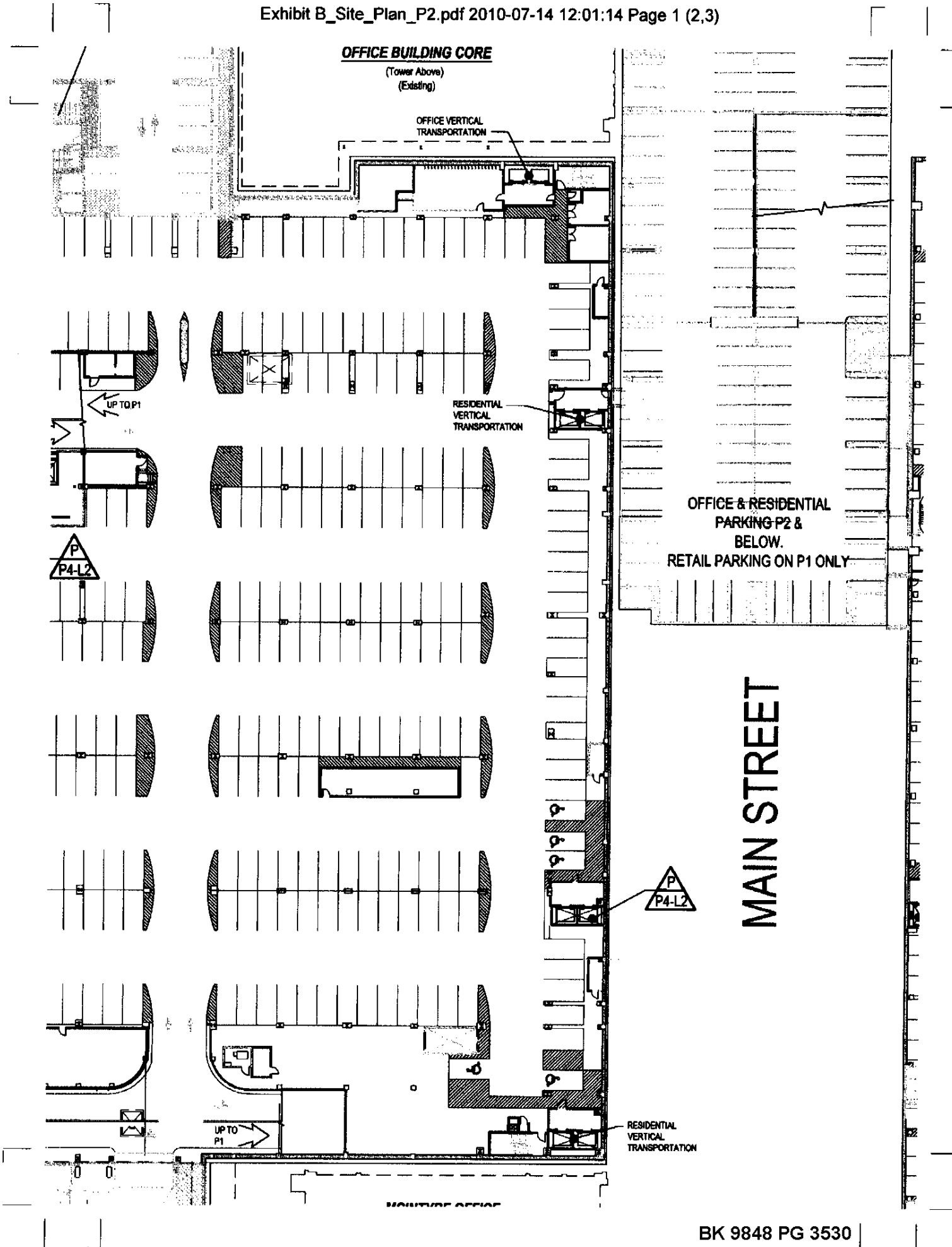
RESIDENTIAL PAI  
ZONE SECURITY

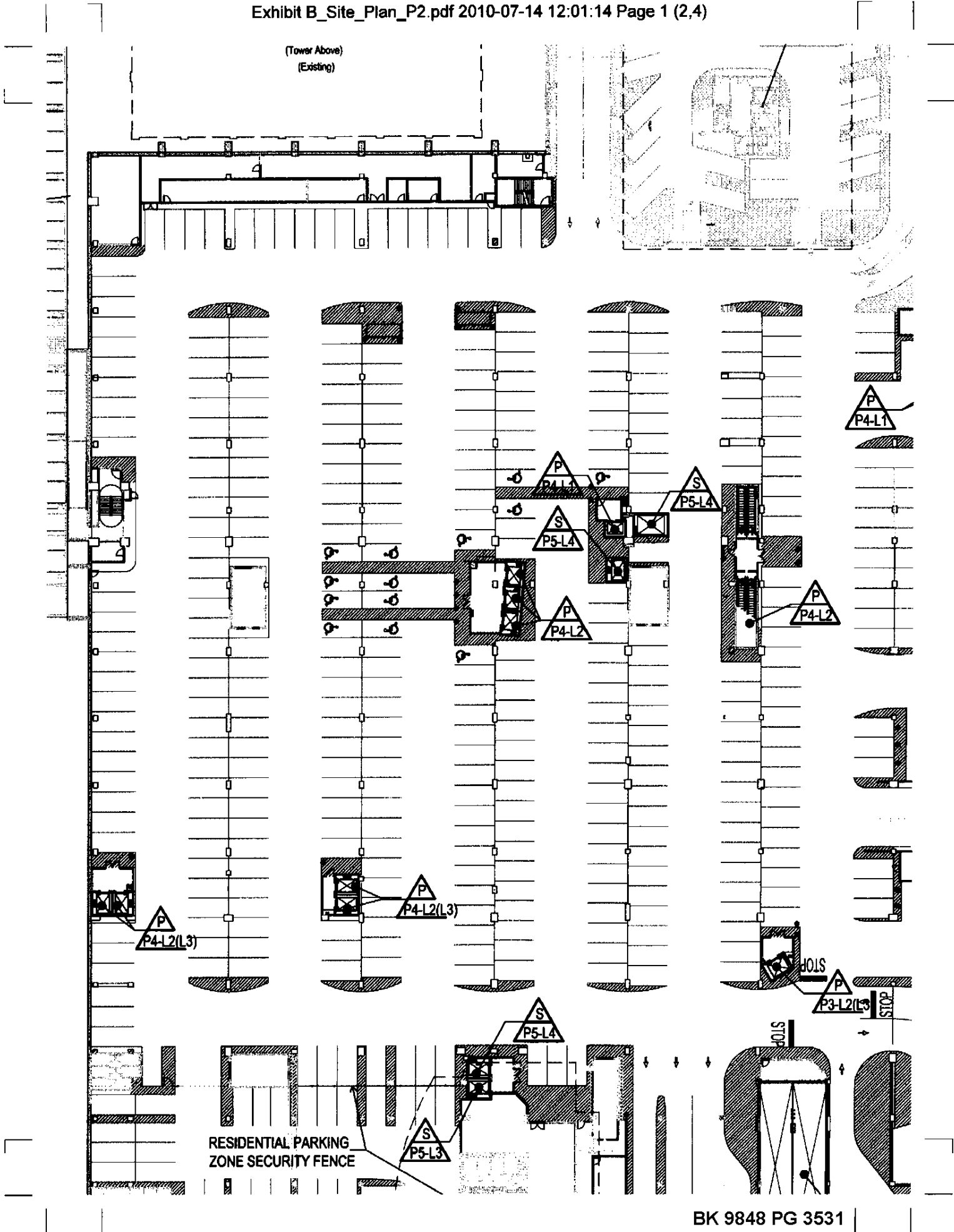
WEST TEMPLE STREET





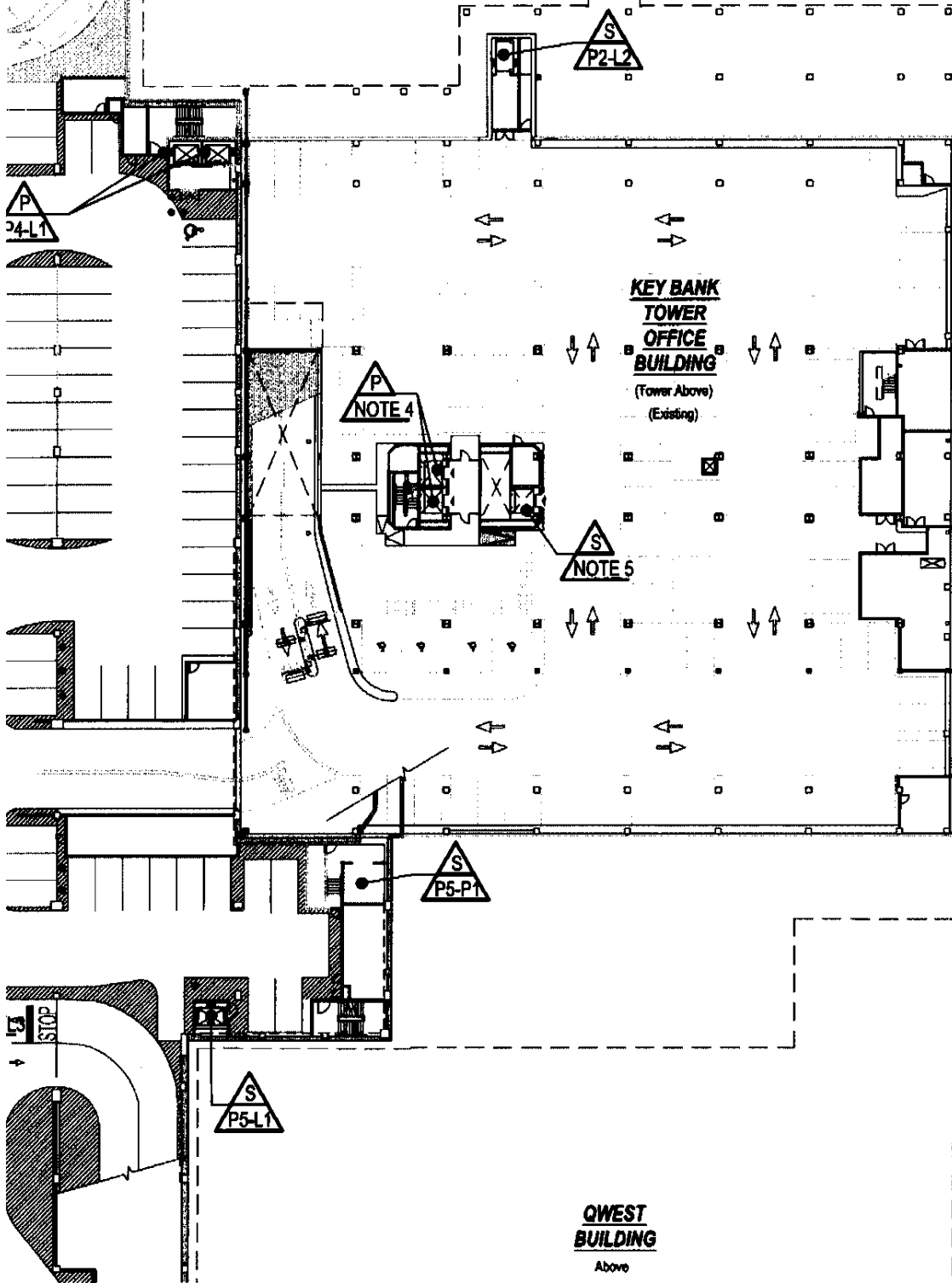
**MARRIOTT HOTEL**  
Above  
(Existing & Not Included)





**EAGLE GATE TOWER  
OFFICE  
BUILDING**

Above  
(Existing)



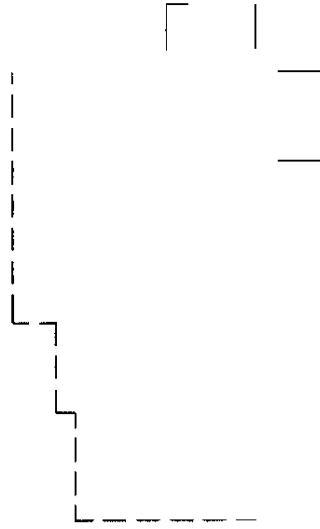


STATE STREET

A MIXED USE DEVELOPMENT  
SALT LAKE CITY, UTAH

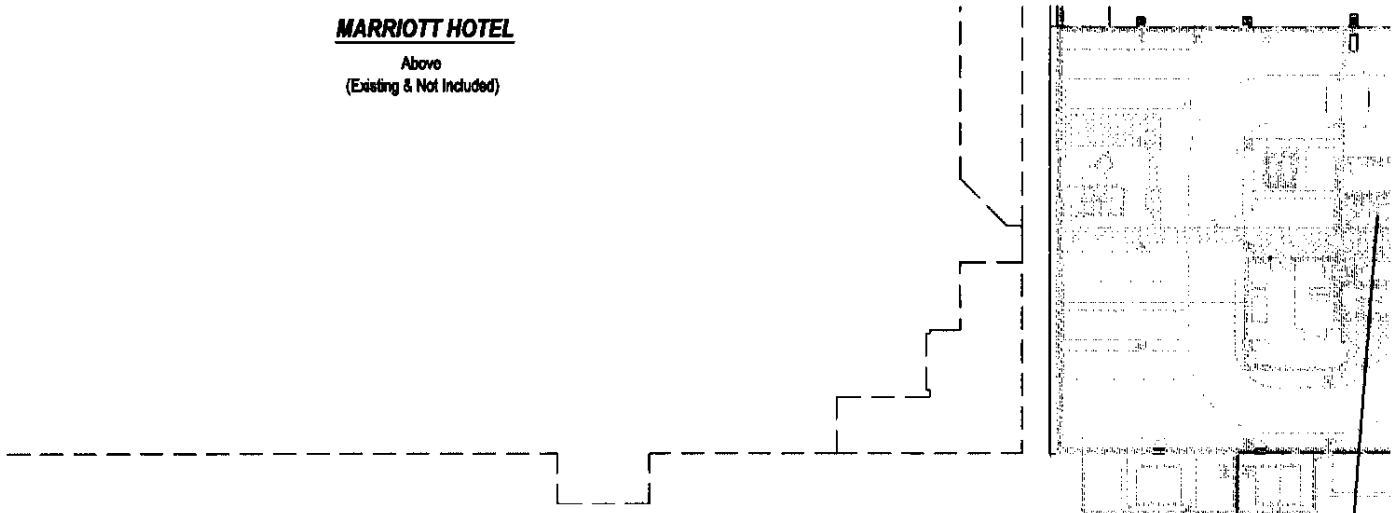
DCAL EASEMENT AGREEMENT

Issued: 06/10/10



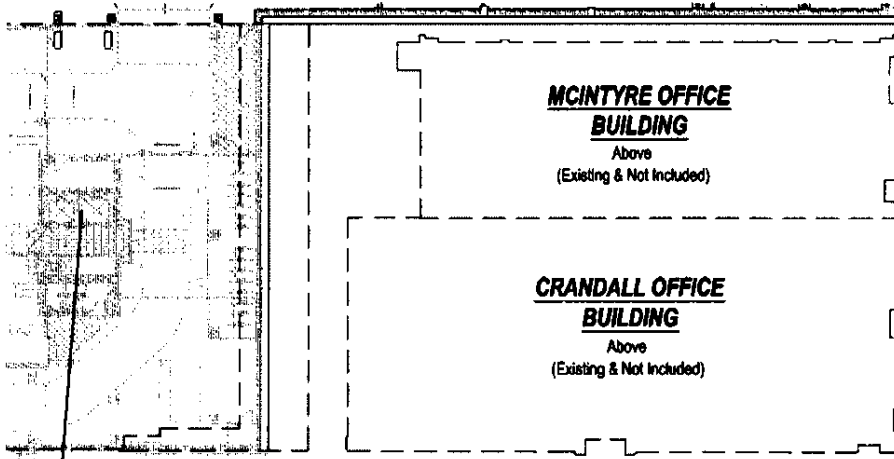
**MARRIOTT HOTEL**

Above  
(Existing & Not Included)



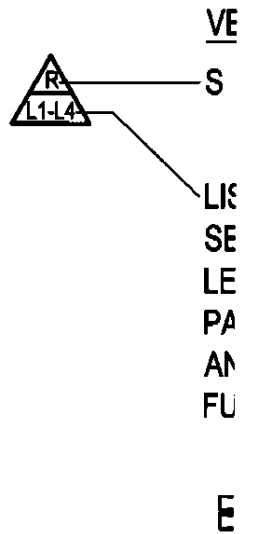
**TOWER 2**

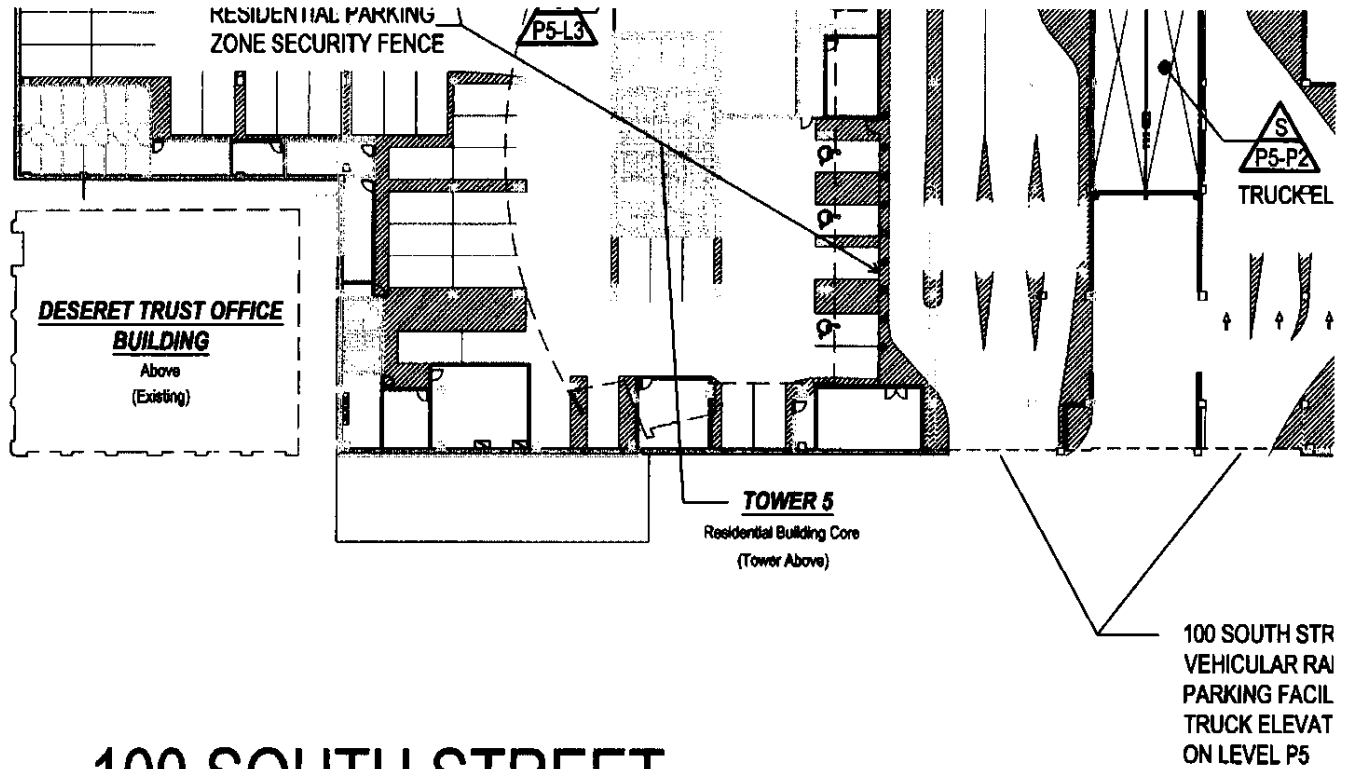
Residential Building Core  
(Tower Above)



2006

# LEGEND





# 100 SOUTH STREET

**END**

## VERTICAL TRANSPORTATION KEY

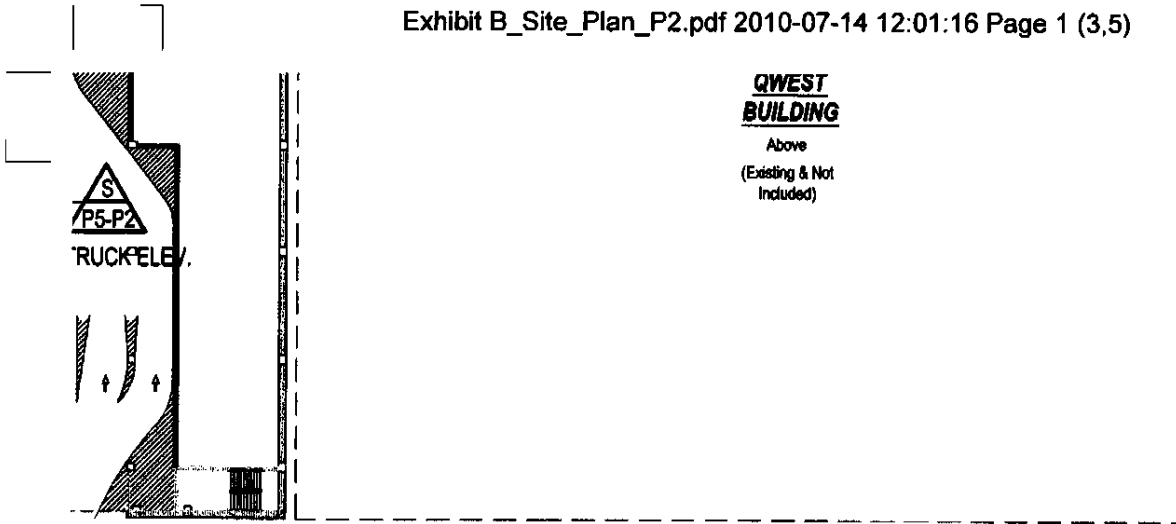
— S = RETAIL SERVICE CONNECTION

LISTS HIGHEST AND LOWEST LEVELS SERVED (P=PARKING LEVEL, L=RETAIL LEVEL, ST=STREET). LEVELS IN PARENTHESES INDICATE POSSIBLE/ ANTICIPATED LEVELS TO BE SERVED IN THE FUTURE.

 ESCALATOR

 ELEVATOR

 STAIR



**QWEST  
BUILDING**  
Above  
(Existing & Not  
Included)

SOUTH STREET IN-STREET  
VEHICULAR RAMP ACCESS TO  
TRUCKING FACILITIES LEVEL P2 AND  
TRUCK ELEVATOR TO TRUCK DOCK  
LEVEL P5

---

# **CREEK CENTER**

---

**3: CONSTRUCTION, OPERATION, AND RECIPROC  
N - LEVEL P2**

*These exhibits are based upon project plans by Hobbs + Black Associates current a.  
and base plans imported from other project Architects of Record current as of 11/18.*



tent as of 11/16/09  
11/18/09.

---





STAIR



**CITY**

**EXHIBIT B:  
SITE PLAN -**

**SHEET**

**6 OF 9**

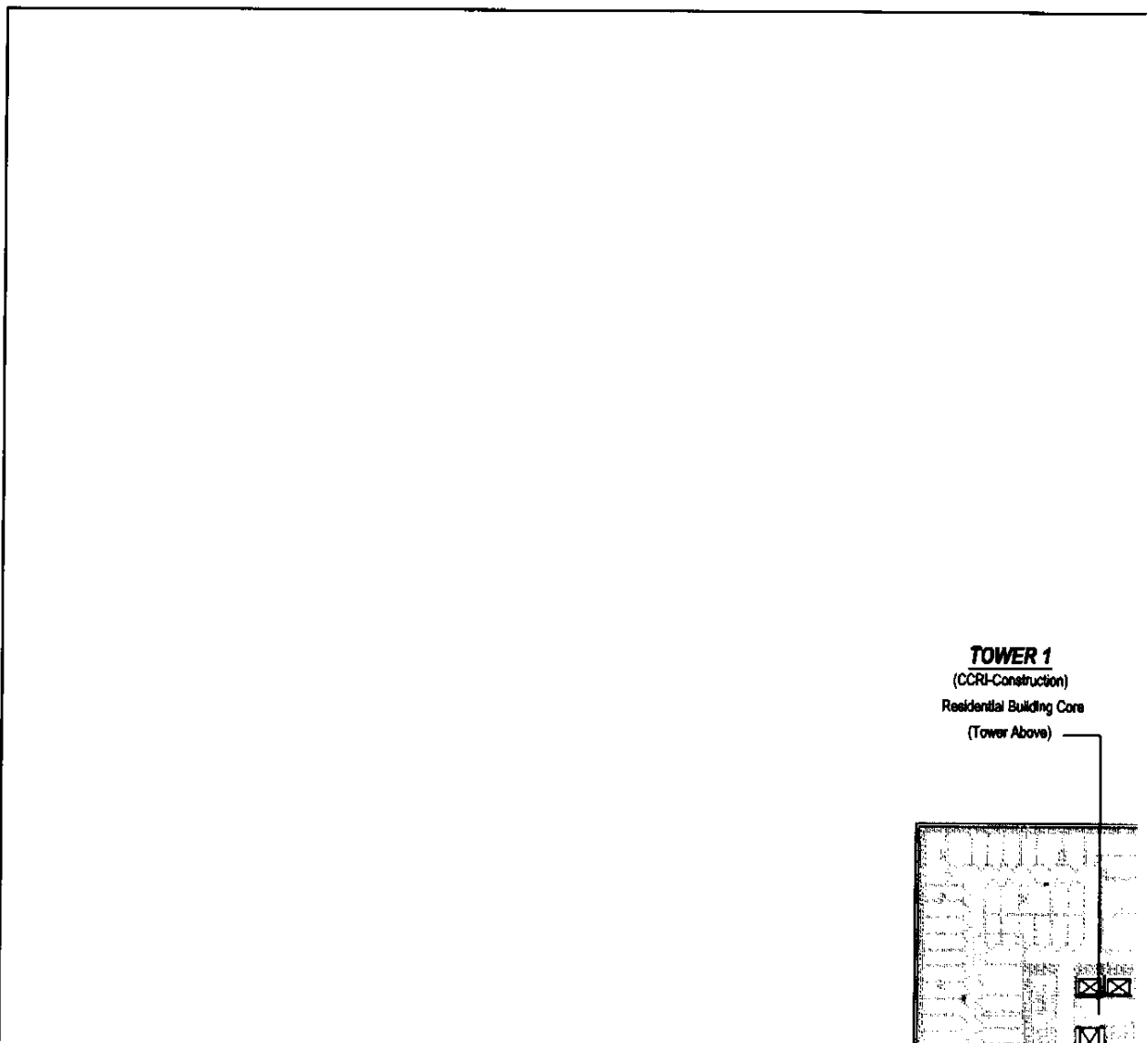
**EXHIBIT B  
SITE PLAN**

**P-3**

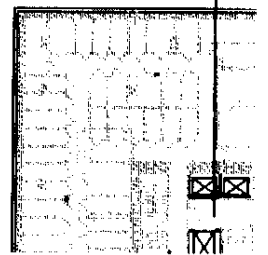
This is the seventh of nine sheets comprising the Site Plan. The actual size of the sheet is 44 inches wide and 34 inches in height. The original sheet was electronically “cut” into 24 pages. The pages are numbered and can be assembled as shown in the chart below to show the entire sheet. There are registration marks on each page to aid in the alignment of the pages.

**KEY CODE**

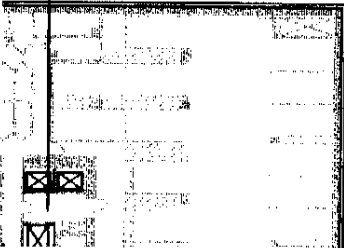
|       |       |       |       |       |       |
|-------|-------|-------|-------|-------|-------|
| (1,1) | (1,2) | (1,3) | (1,4) | (1,5) | (1,6) |
| (2,1) | (2,2) | (2,3) | (2,4) | (2,5) | (2,6) |
| (3,1) | (3,2) | (3,3) | (3,4) | (3,5) | (3,6) |
| (4,1) | (4,2) | (4,3) | (4,4) | (4,5) | (4,6) |



**TOWER 1**  
(CCRI-Construction)  
Residential Building Core  
(Tower Above)



n)  
Core



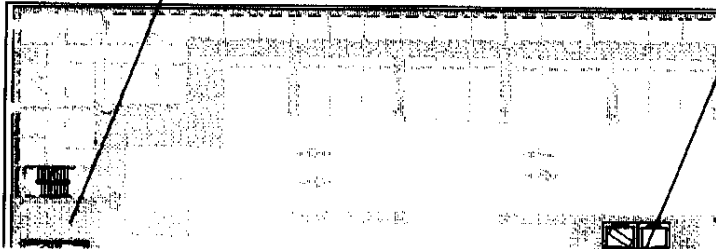
**TEMPLE VIEW CENTER**  
**OFFICE BUILDING**

Above  
(Existing)



**TOWER 6**  
(CCRI-Construction)

Residential Building Core  
(Tower Above)

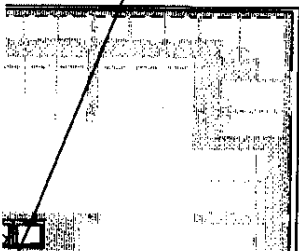


**TOWER 7**  
(CCRI-Construction)  
Residential Building Co  
(Tower Above)





**WER 7**  
(Construction)  
Initial Building Core  
(Tower Above)



**BENEFICIAL FINANCIAL  
GROUP TOWER  
OFFICE BUILDING CORE**  
(Tower Above)  
(Existing)

**OFFICE & RESIDENTIAL  
PARKING P2 &  
BELOW.  
RETAIL PARKING ON P1 ONLY**

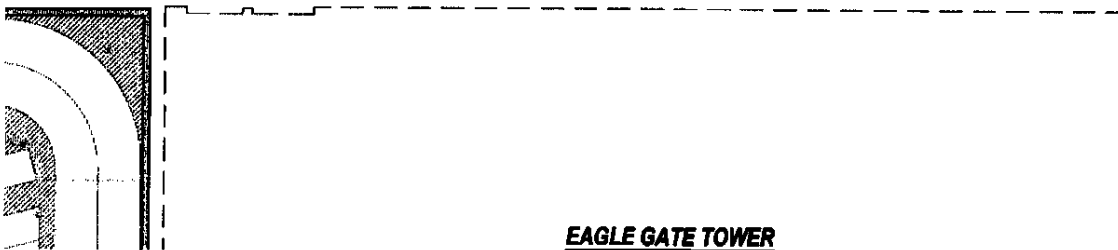
# SOUTH TEMPLE STREET

**ZIONS BANK TOWER  
OFFICE BUILDING**


(Tower Above)  
(Existing)

**TOWER 4**  
(CCRI-Construction)  
Office Building Core  
(Tower Above)

BK 9848 PG 3550

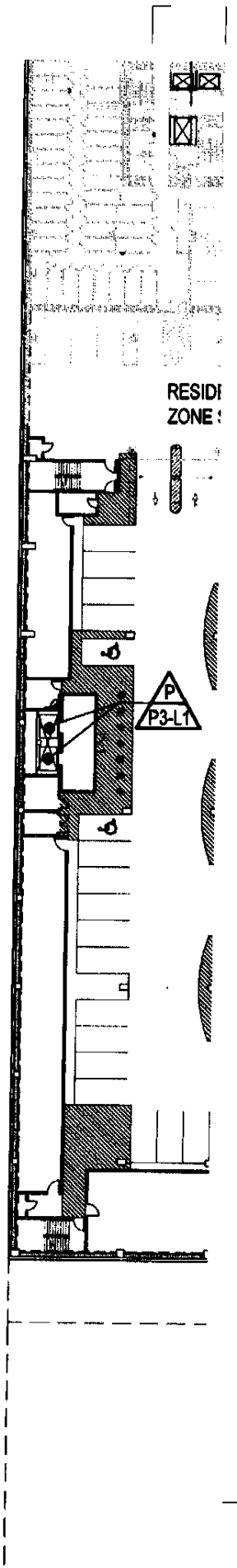


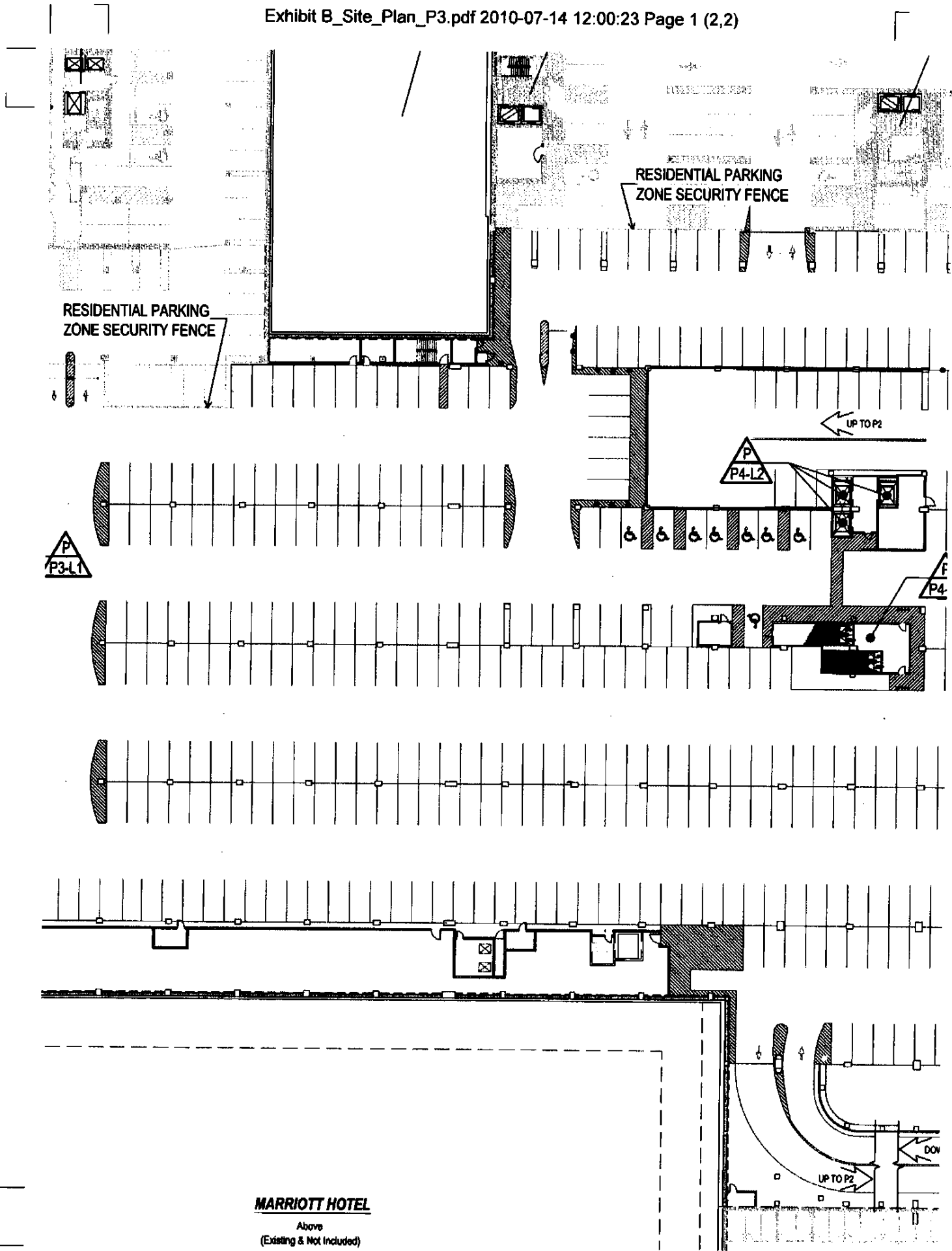
**EAGLE GATE TOWER**

Taubman 

200 E. LONG LAKE ROAD  
BLOOMFIELD HILLS, MI 48303-0200

WEST TEMPLE STREET





**OFFICE BUILDING CORE**  
(Tower Above)  
(Existing)

BELOW  
RETAIL PARKING ON P1 ONLY

DOWN TO P4

P  
P4-L2

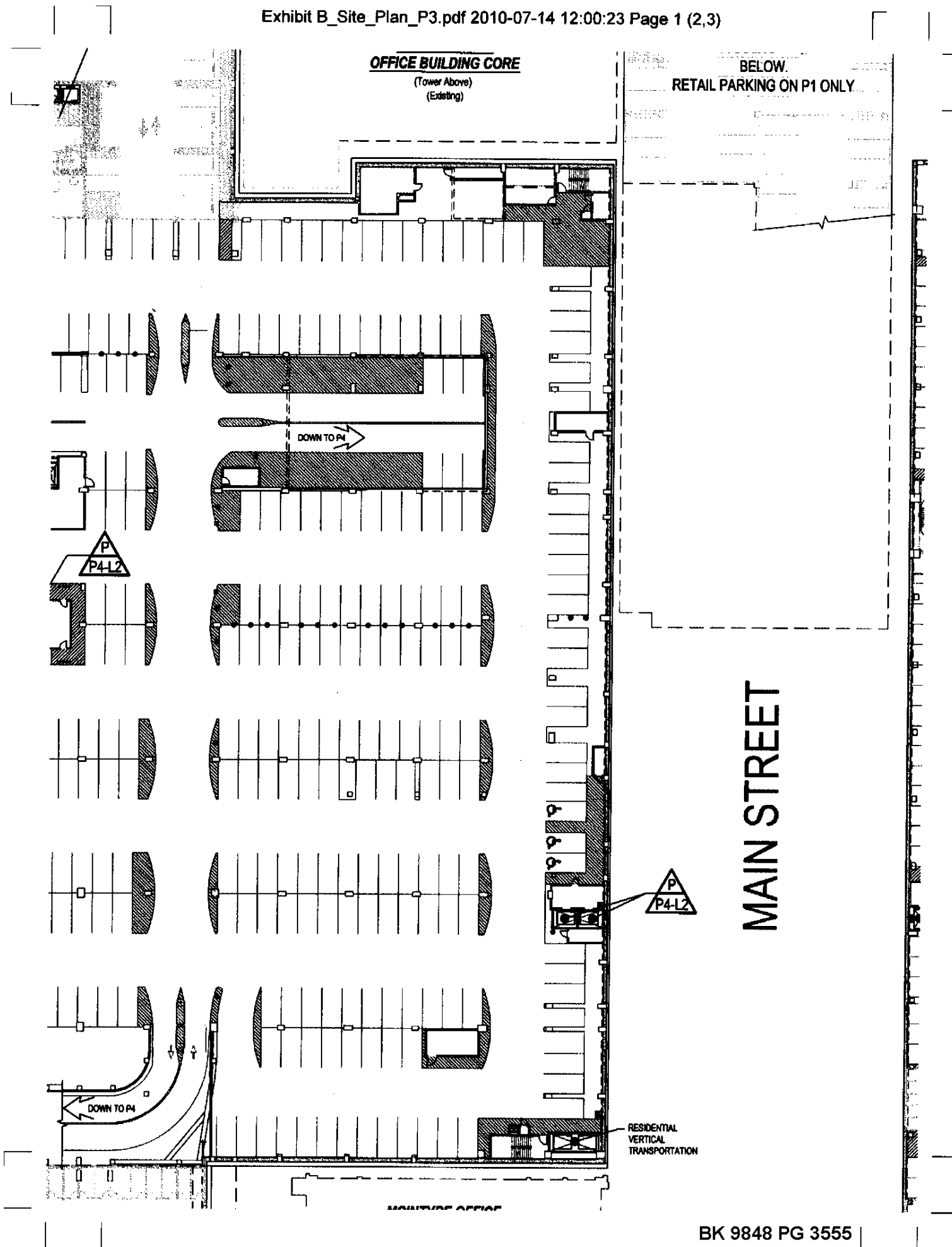
P  
P4-L2

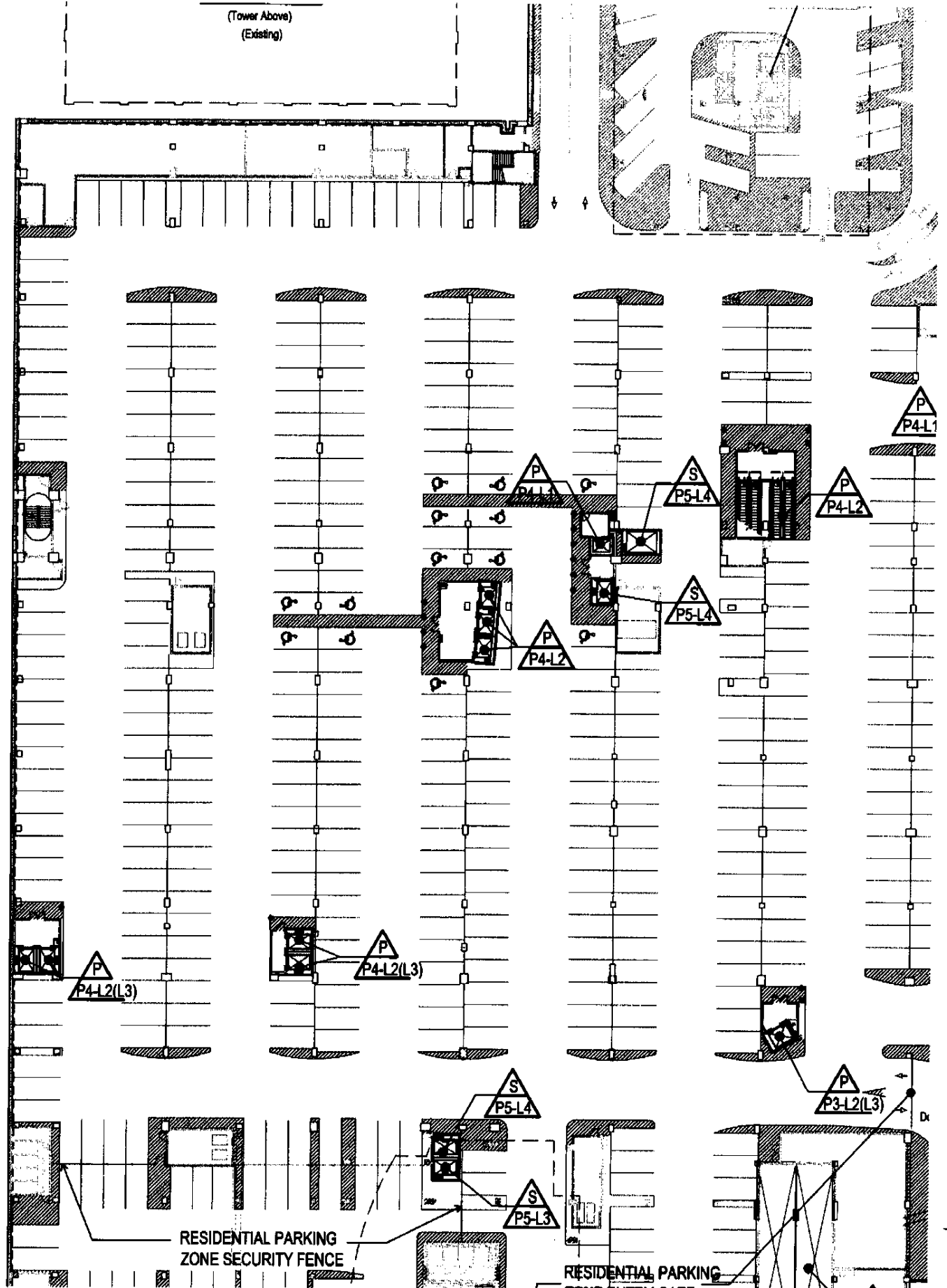
DOWN TO P4

RESIDENTIAL  
VERTICAL  
TRANSPORTATION

MAIN STREET

MANHOLE OFFICE







**EAGLE GATE TOWER**  
**OFFICE**  
**BUILDING**

Above  
(Existing)

**KEY BANK**  
**TOWER**  
**OFFICE**  
**BUILDING**

(Tower Above)  
(Existing)

**S**  
**NOTE 5**

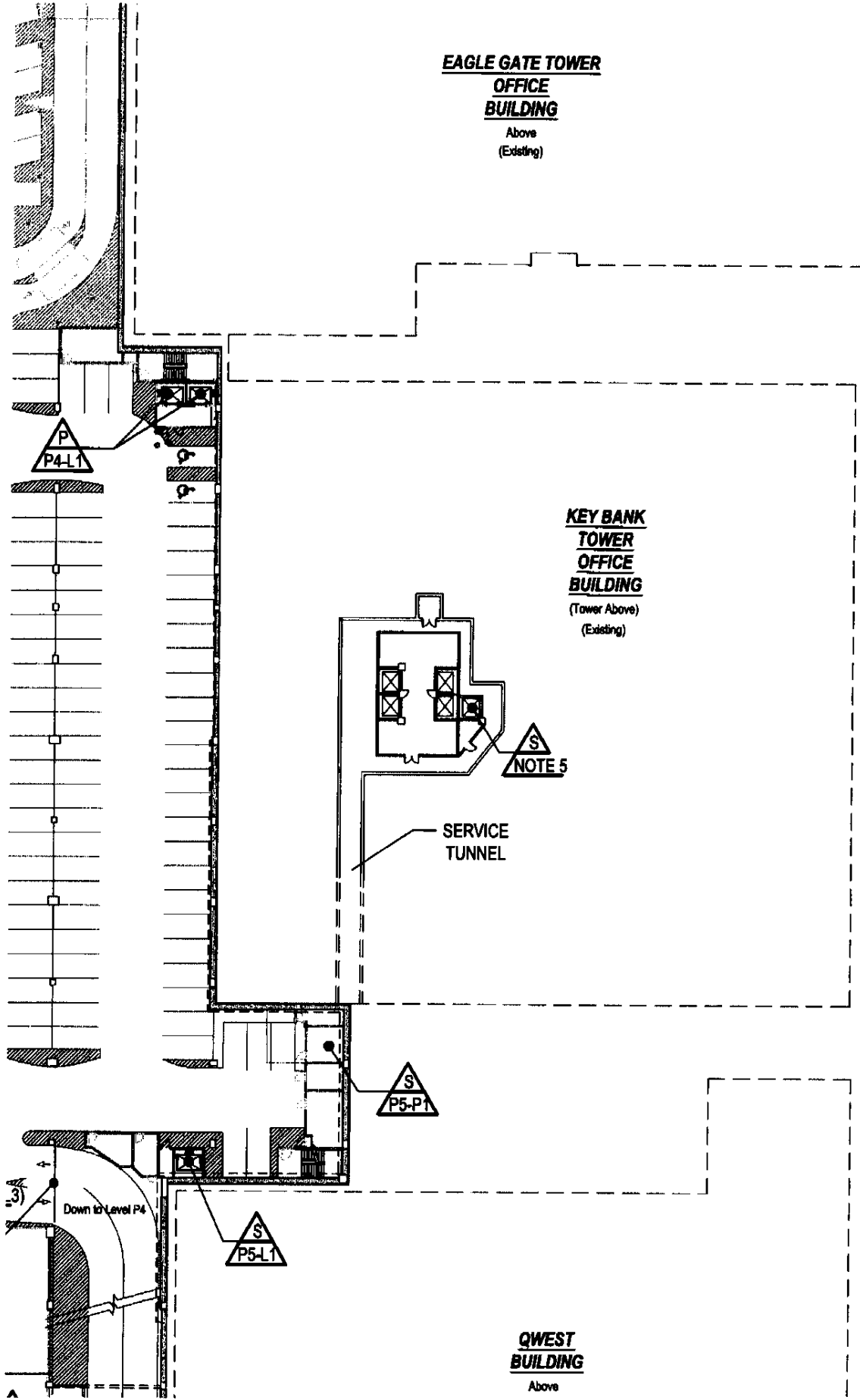
SERVICE  
TUNNEL

**S**  
**P5-P1**

**S**  
**P5-L1**

**QWEST**  
**BUILDING**

Above

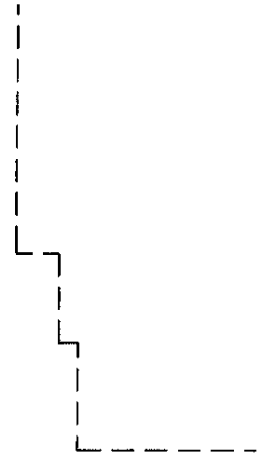


STATE STREET

A MIXED USE DEVELOPMENT  
SALT LAKE CITY, UTAH

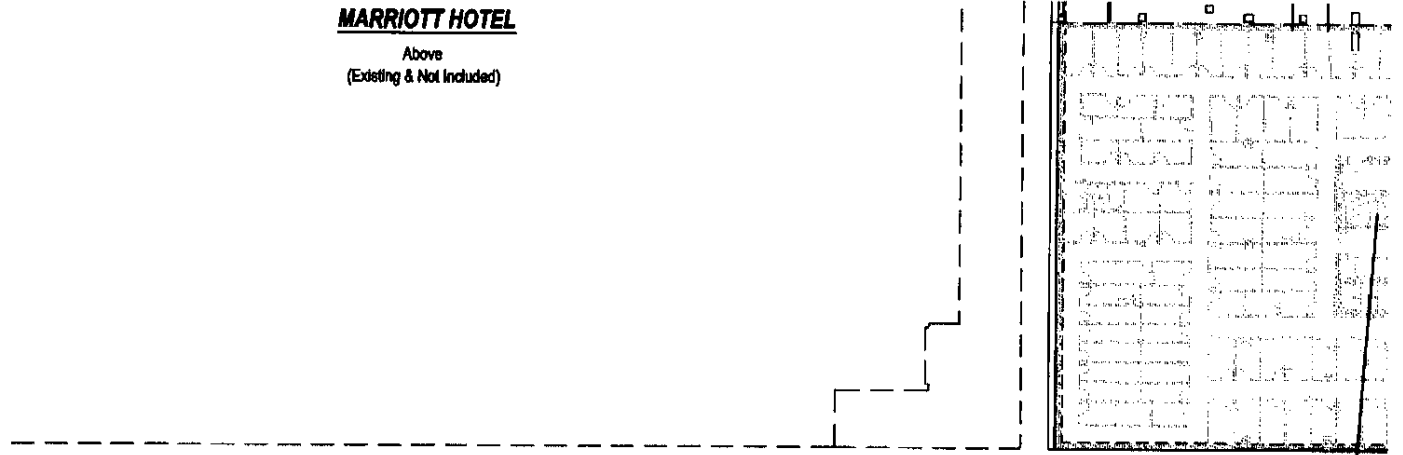
LOCAL EASEMENT AGREEMENT

Issued: 06/10/10



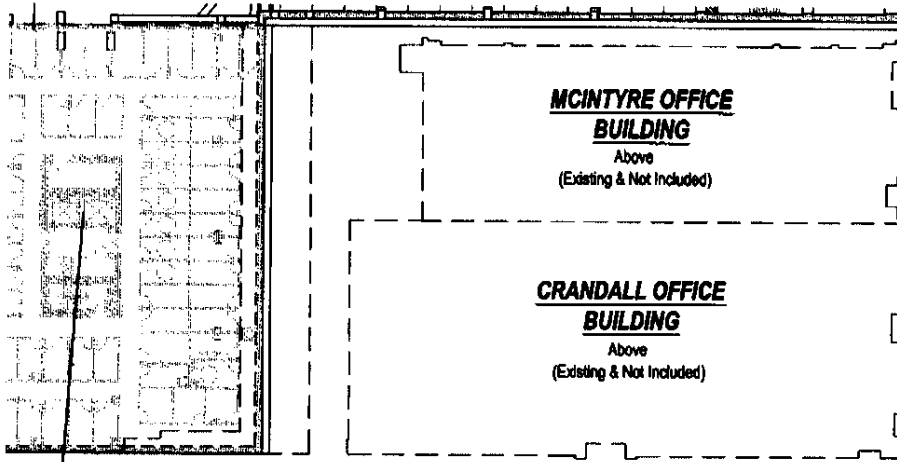
**MARRIOTT HOTEL**

Above  
(Existing & Not Included)

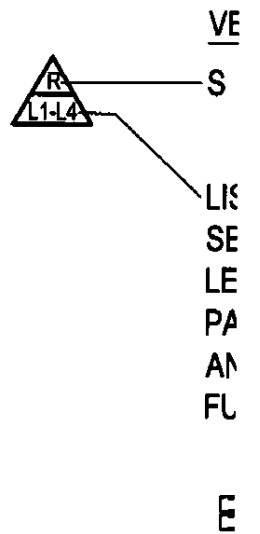


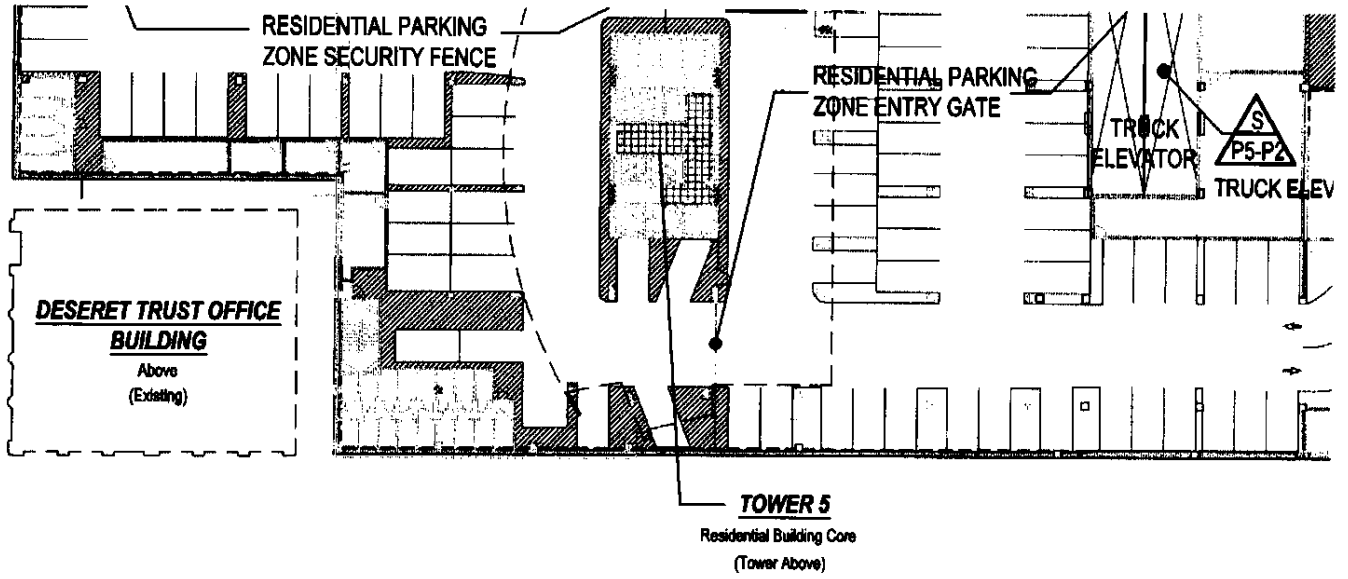
**TOWER 2**

Residential Building Core  
(Tower Above)



# LEGEND





# 100 SOUTH STREET

**END**

## VERTICAL TRANSPORTATION KEY

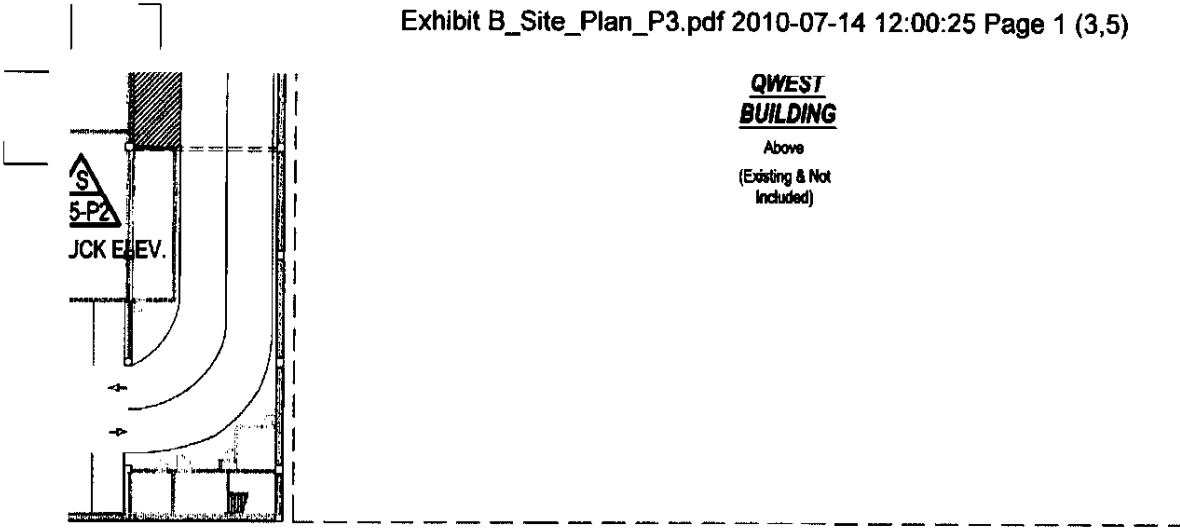
— S = RETAIL SERVICE CONNECTION

LISTS HIGHEST AND LOWEST LEVELS SERVED (P=PARKING LEVEL, L=RETAIL LEVEL, ST=STREET). LEVELS IN PARENTHESES INDICATE POSSIBLE/ ANTICIPATED LEVELS TO BE SERVED IN THE FUTURE.

 ESCALATOR

 ELEVATOR

 STAIR



**QWEST**  
**BUILDING**

Above  
(Existing & Not  
Included)

---

# **CREEK CENTER**

---

**3: CONSTRUCTION, OPERATION, AND RECIPROC  
N - LEVEL P3**



*These exhibits are based upon project plans by Hobbs + Black Associates current a  
and base plans imported from other project Architects of Record current as of 11/18.*

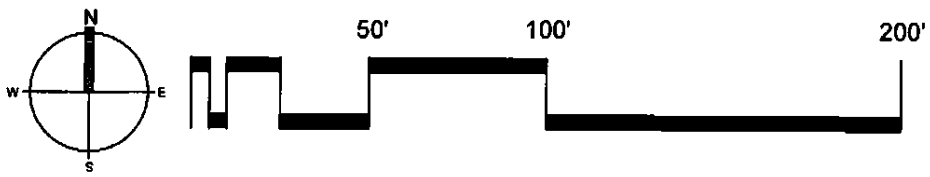
rent as of 11/16/09  
11/18/09.

---





STAIR



**CITY**

**EXHIBIT B:  
SITE PLAN.**

**SHEET**

**7 OF 9**

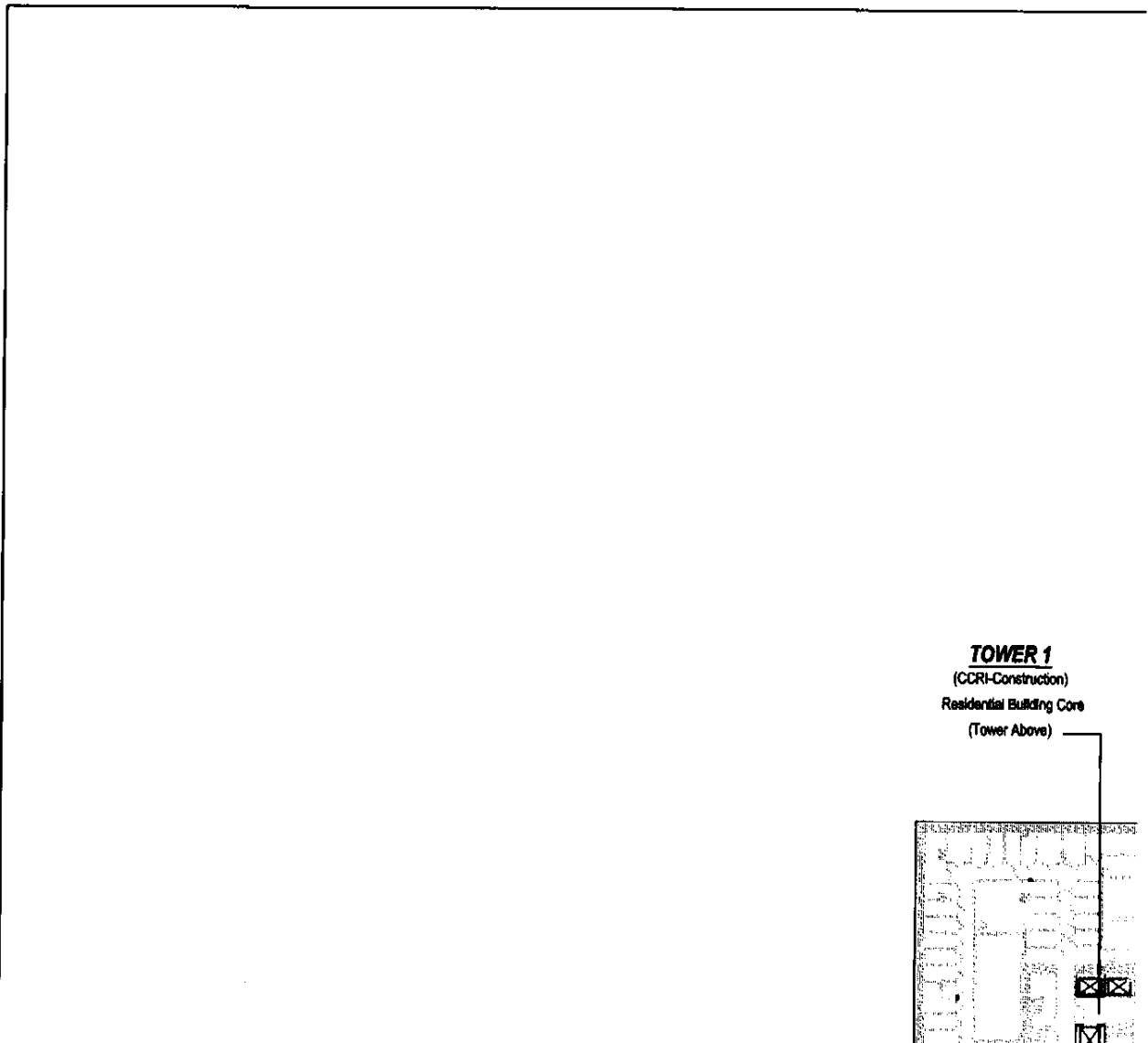
**EXHIBIT B  
SITE PLAN**

**P-4**

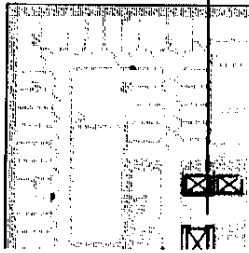
This is the eighth of nine sheets comprising the Site Plan. The actual size of the sheet is 44 inches wide and 34 inches in height. The original sheet was electronically “cut” into 24 pages. The pages are numbered and can be assembled as shown in the chart below to show the entire sheet. There are registration marks on each page to aid in the alignment of the pages.

**KEY CODE**

|       |       |       |       |       |       |
|-------|-------|-------|-------|-------|-------|
| (1,1) | (1,2) | (1,3) | (1,4) | (1,5) | (1,6) |
| (2,1) | (2,2) | (2,3) | (2,4) | (2,5) | (2,6) |
| (3,1) | (3,2) | (3,3) | (3,4) | (3,5) | (3,6) |
| (4,1) | (4,2) | (4,3) | (4,4) | (4,5) | (4,6) |

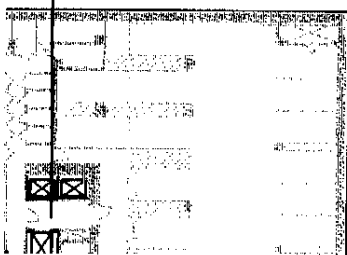


**TOWER 1**  
(CCRI-Construction)  
Residential Building Core  
(Tower Above)





n)  
Core



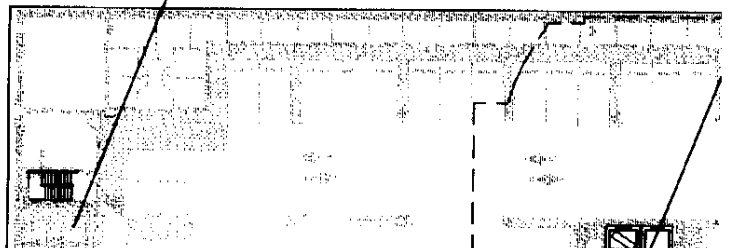
**TEMPLE VIEW CENTER**  
**OFFICE BUILDING**

Above  
(Existing)



**TOWER 6**  
(CCRI-Construction)

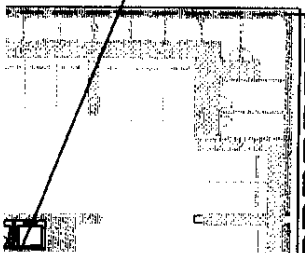
Residential Building Core  
(Tower Above)



**TOWER 7**  
(CCRI-Construction)  
Residential Building Co  
(Tower Above)

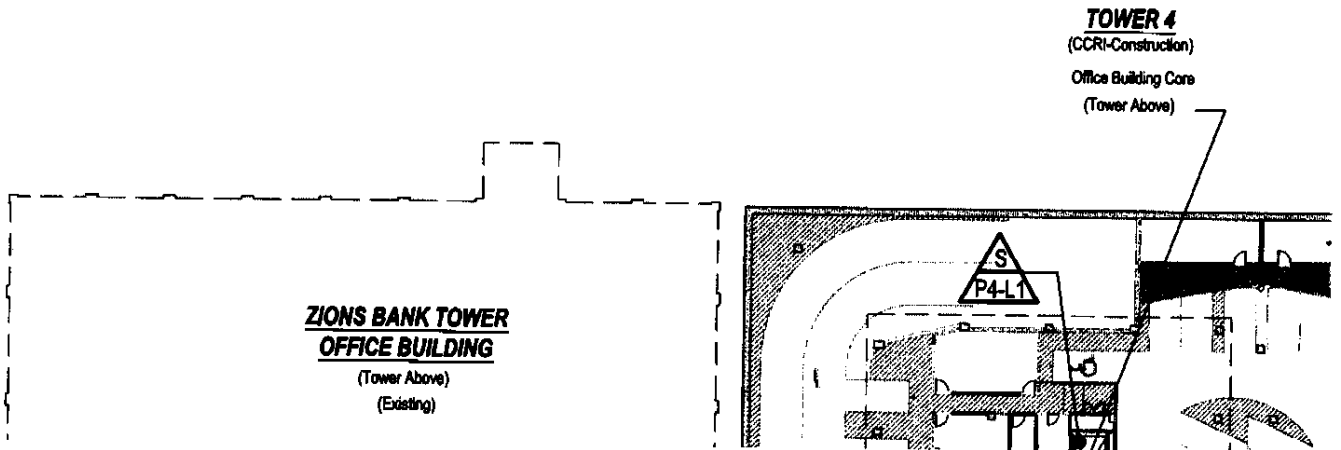


**WER 7**  
(Construction)  
ial Building Core  
ver Above)



**BENEFICIAL FINANCIAL**  
**GROUP TOWER**  
**OFFICE BUILDING CORE**  
(Tower Above)  
(Existing)


# SOUTH TEMPLE STREET





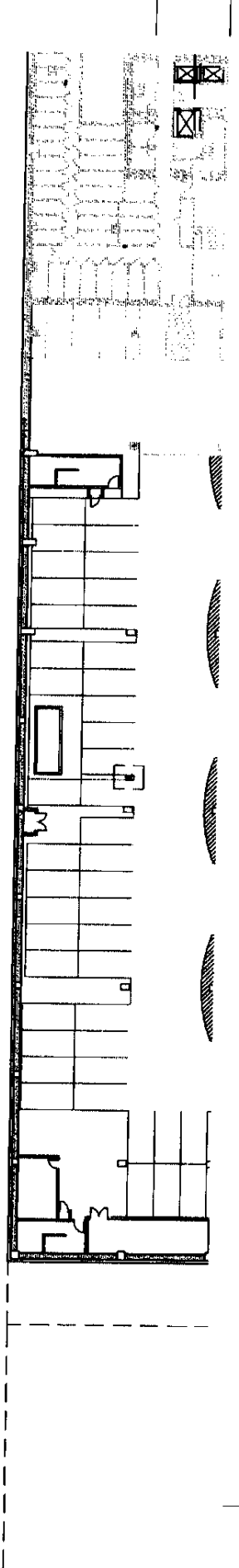
EAGLE GATE TOWER

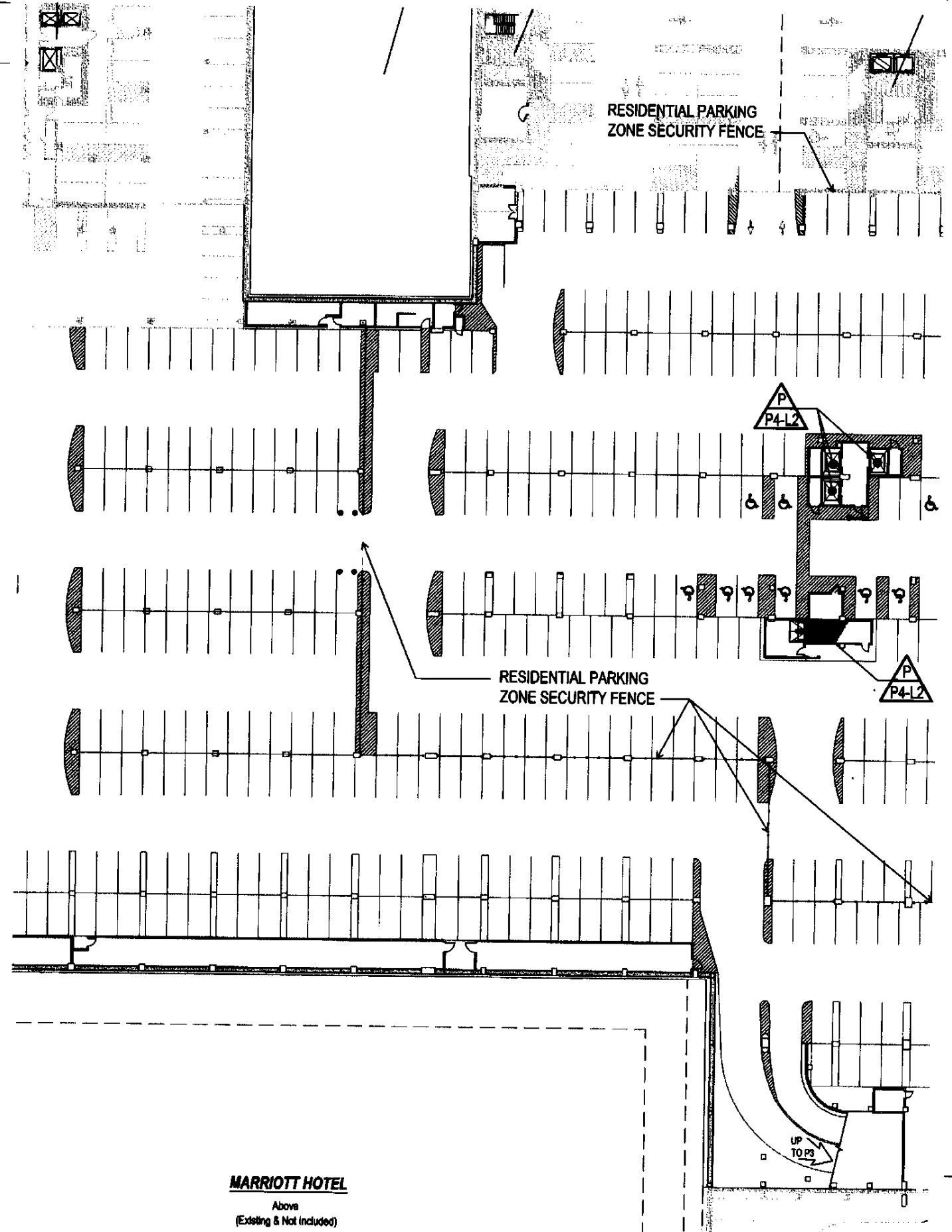


Taubman 

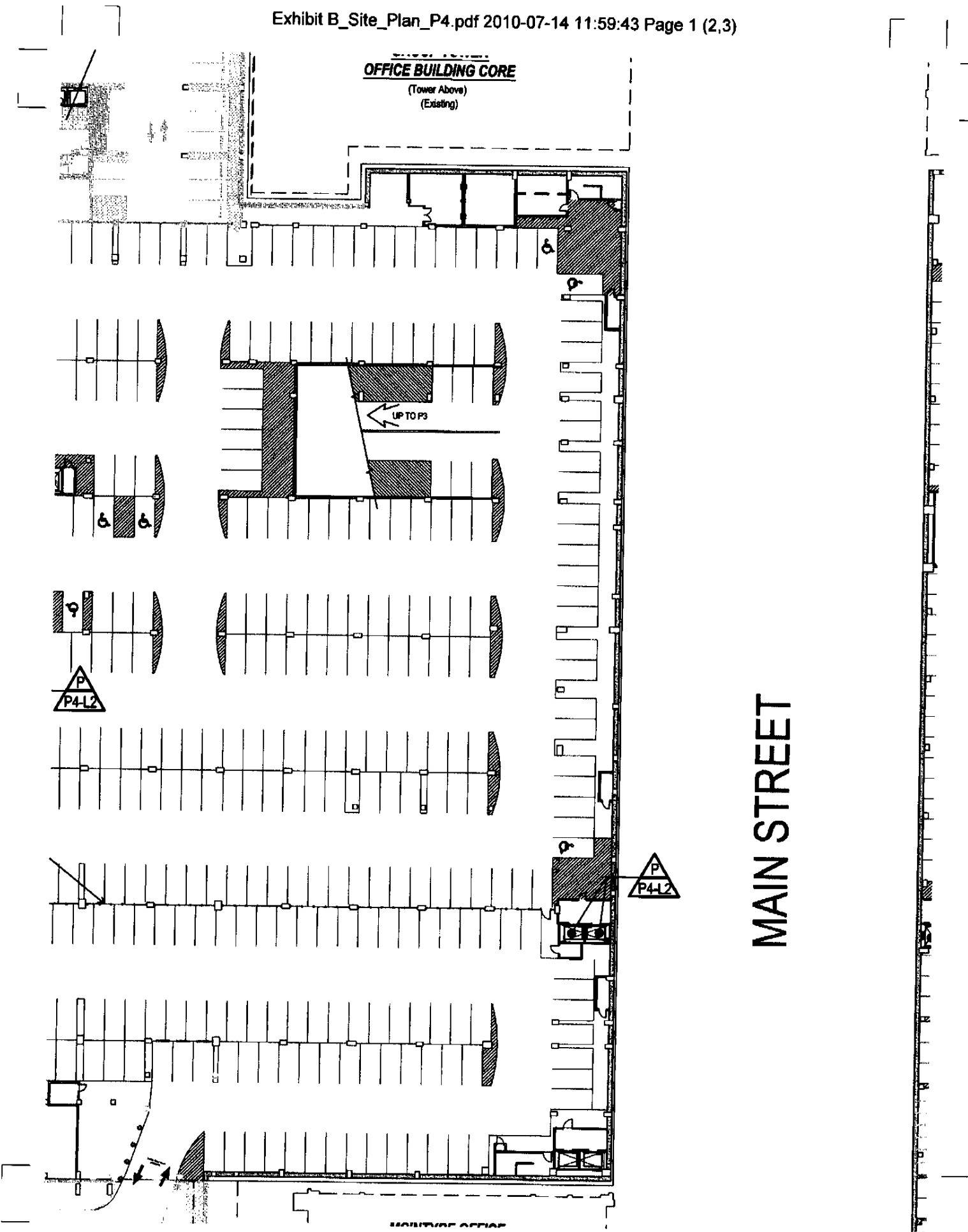
200 E. LONG LAKE ROAD  
BLOOMFIELD HILLS, MI 48303-0200

WEST TEMPLE STREET



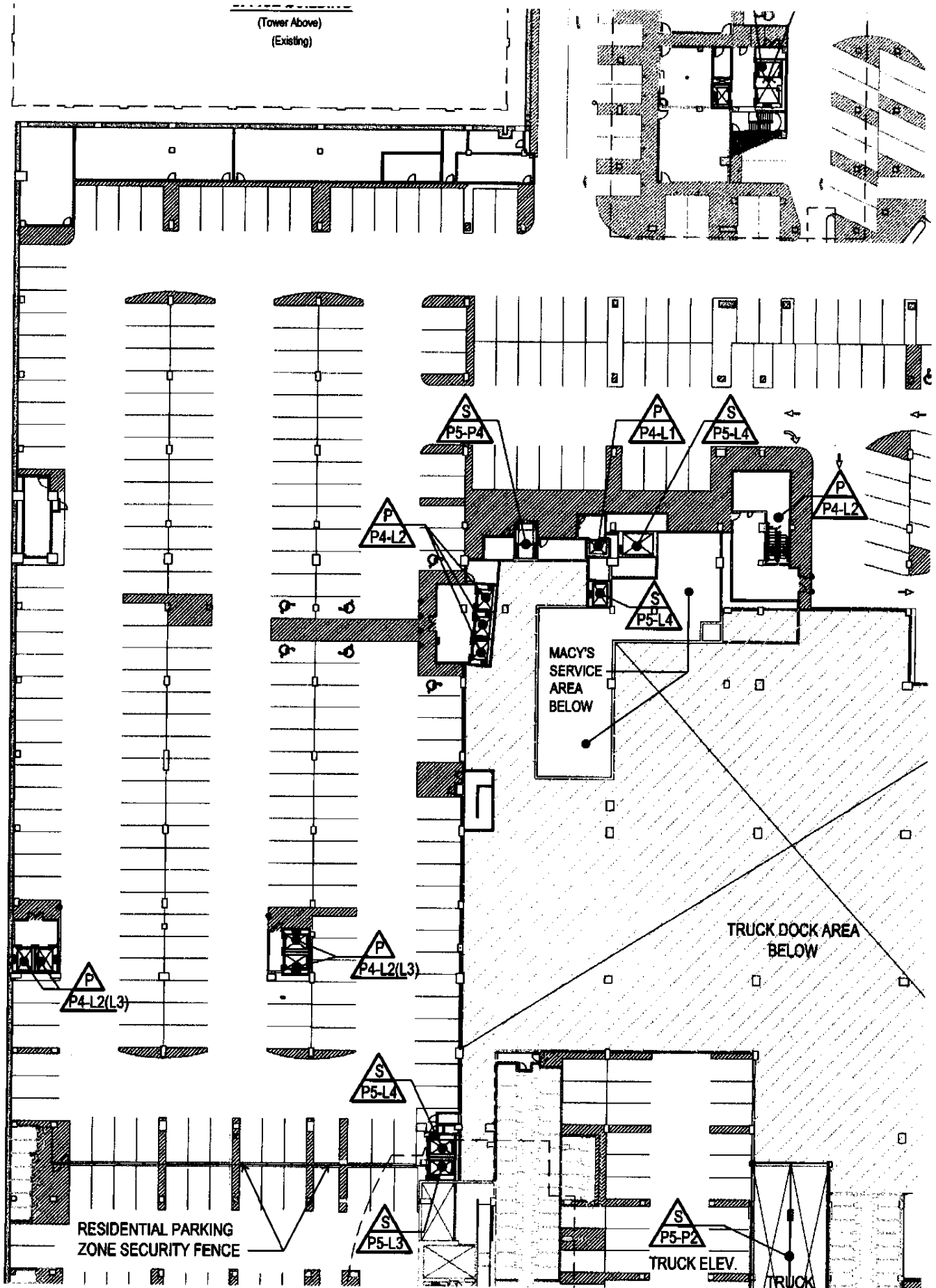


**OFFICE BUILDING CORE**  
(Tower Above)  
(Existing)



MAIN STREET





**EAGLE GATE TOWER**  
**OFFICE**  
**BUILDING**

Above  
(Existing)

**KEY BANK**  
**TOWER**  
**OFFICE**  
**BUILDING**

(Tower Above)  
(Existing)

**QWEST**  
**BUILDING**

Above

P  
P4-L1

S  
P5-P1

S  
P5-L1

STATE STREET

A MIXED USE DEVELOPMENT  
SALT LAKE CITY, UTAH

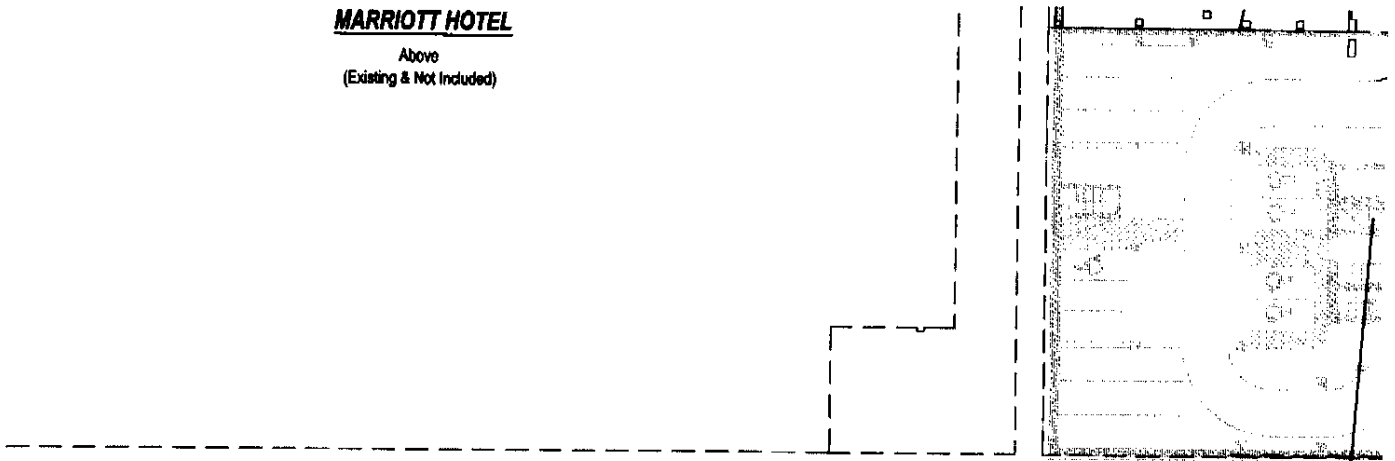
**DCAL EASEMENT AGREEMENT**

Issued: 06/10/10



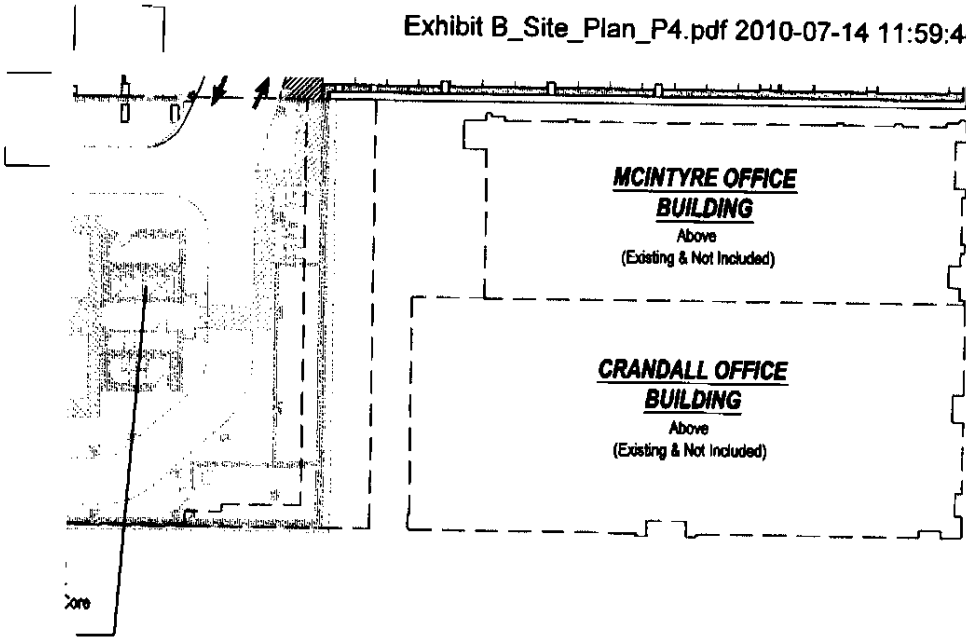
**MARRIOTT HOTEL**

Above  
(Existing & Not Included)

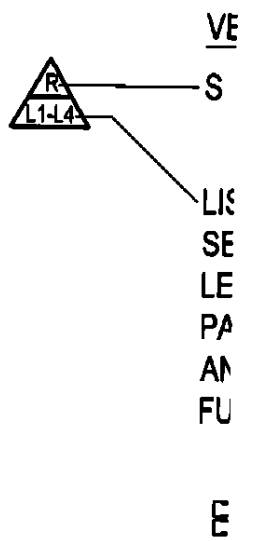


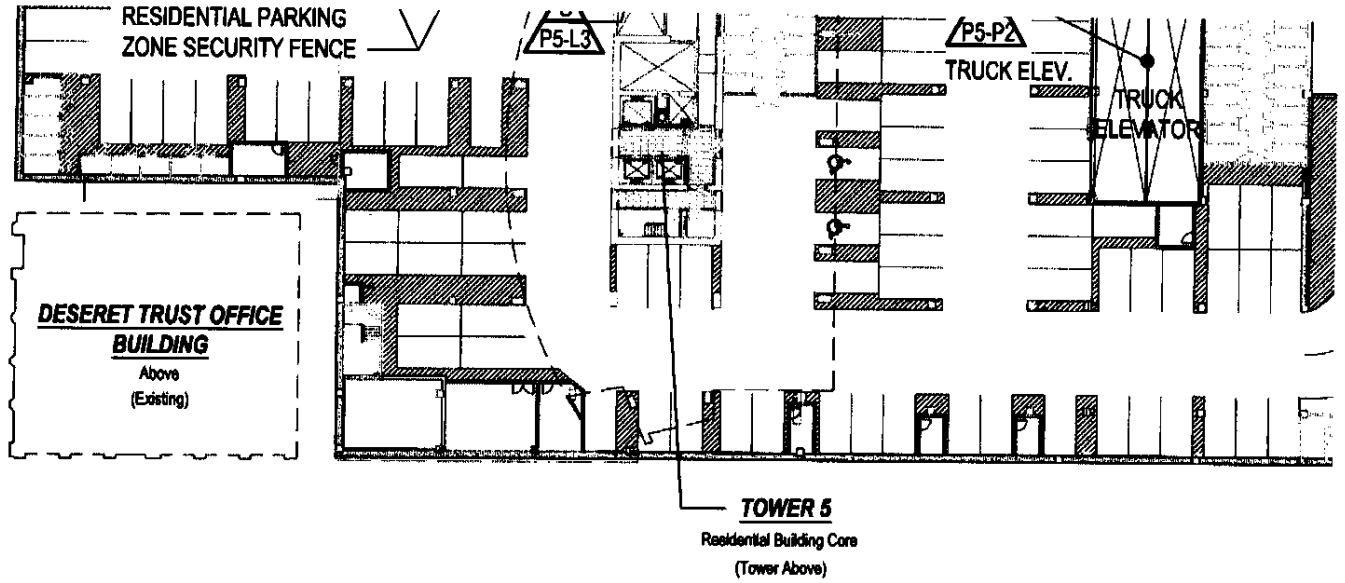
**TOWER 2**

Residential Building Core  
(Tower Above)



# LEGEND





# 100 SOUTH STREET

**END**

## VERTICAL TRANSPORTATION KEY

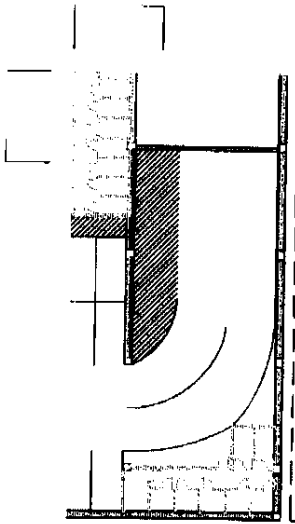
— S = RETAIL SERVICE CONNECTION

LISTS HIGHEST AND LOWEST LEVELS SERVED (P=PARKING LEVEL, L=RETAIL LEVEL, ST=STREET). LEVELS IN PARENTHESES INDICATE POSSIBLE/ ANTICIPATED LEVELS TO BE SERVED IN THE FUTURE.

 ESCALATOR

 ELEVATOR

 STAIR



**QWEST**  
**BUILDING**

Above  
(Existing & Not  
Included)



---

# **CREEK CENTER**

---


**3: CONSTRUCTION, OPERATION, AND RECIPROC  
N - LEVEL P4**

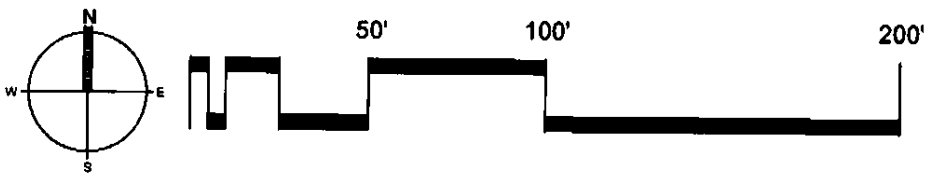
*These exhibits are based upon project plans by Hobbs + Black Associates current a  
and base plans imported from other project Architects of Record current as of 11/18,*

rent as of 11/16/09  
11/18/09.

---



 STAIR



**CITY**

**EXHIBIT B:  
SITE PLAN.**

**SHEET**

**8 OF 9**

**EXHIBIT B  
SITE PLAN**

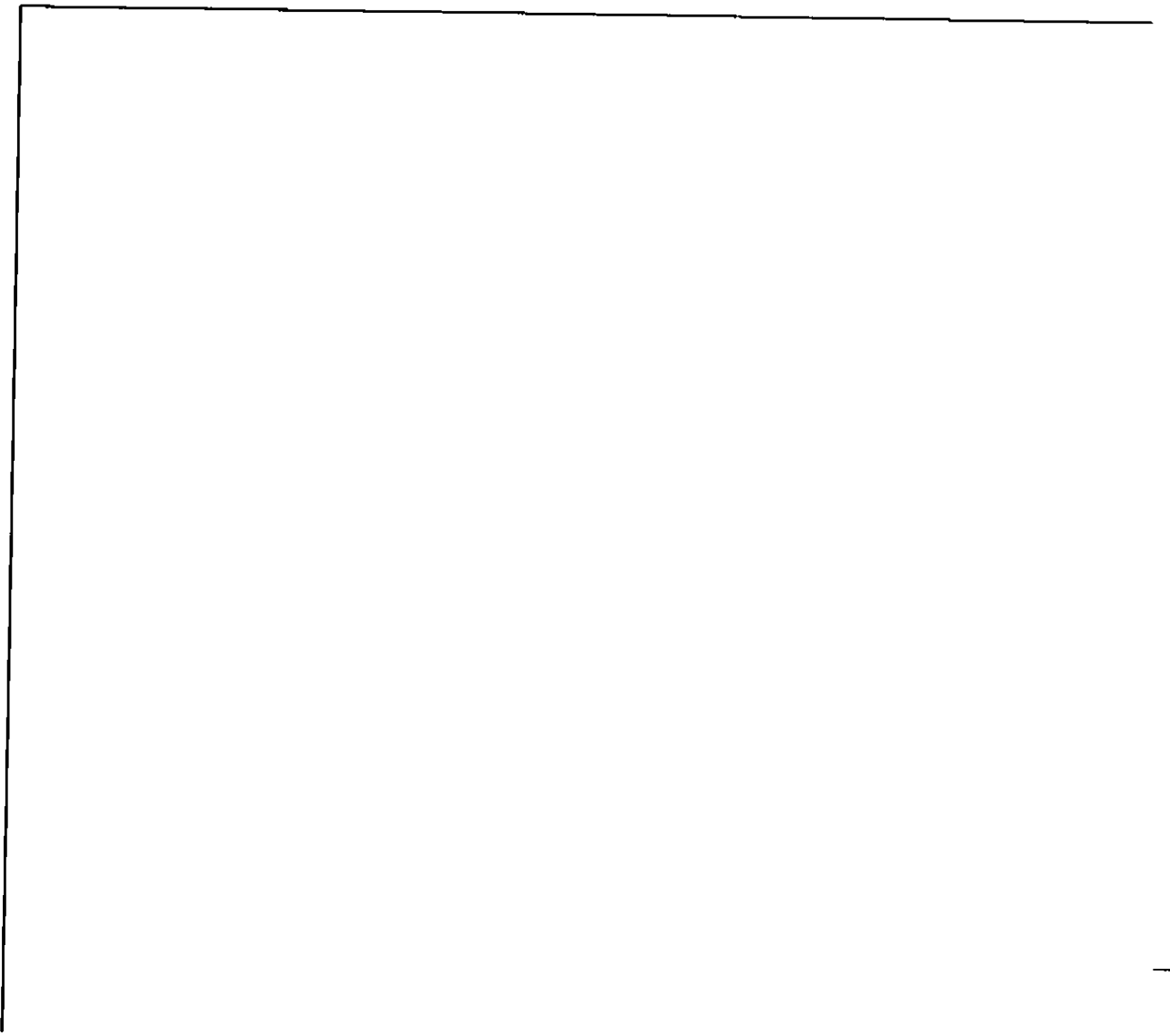
**P-5**

This is the ninth of nine sheets comprising the Site Plan. The actual size of the sheet is 44 inches wide and 34 inches in height. The original sheet was electronically “cut” into 24 pages. The pages are numbered and can be assembled as shown in the chart below to show the entire sheet. There are registration marks on each page to aid in the alignment of the pages.

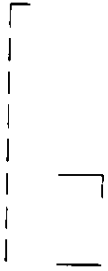
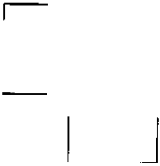
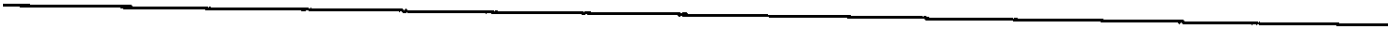
**KEY CODE**

|       |       |       |       |       |       |
|-------|-------|-------|-------|-------|-------|
| (1,1) | (1,2) | (1,3) | (1,4) | (1,5) | (1,6) |
| (2,1) | (2,2) | (2,3) | (2,4) | (2,5) | (2,6) |
| (3,1) | (3,2) | (3,3) | (3,4) | (3,5) | (3,6) |
| (4,1) | (4,2) | (4,3) | (4,4) | (4,5) | (4,6) |









# SOUTH TEMPLE ST


**ZIONS BANK TOWER**  
**OFFICE BUILDING**  
(Tower Above)  
(Existing)

**TOWER 4**  
(CCRI-Construction)  
Above

: STREET

EAGLE GATE TOWER

BK 9848 PG 3601

Taubman 

200 E. LONG LAKE ROAD  
BLOOMFIELD HILLS, MI 48303-0200





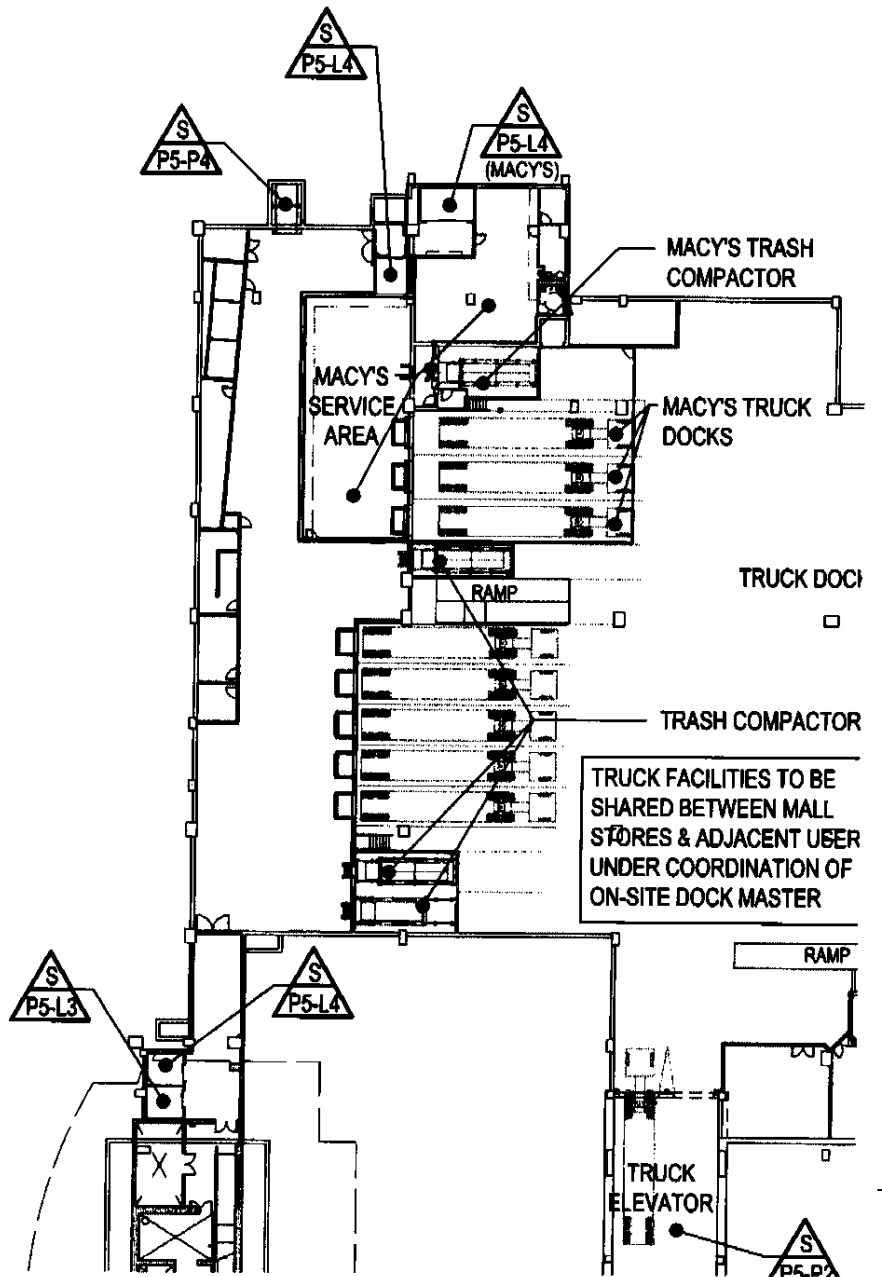


**MAIN STREET**

OFFICE BUILDING

(Tower Above)  
(Existing)

Above



**EAGLE GATE TOWER**  
**OFFICE**  
**BUILDING**

Above  
(Existing)

**KEY BANK**  
**TOWER**  
**OFFICE**  
**BUILDING**

(Tower Above)  
(Existing)

STATE STREET

ASH  
DR

JCK

JCK DOCK

IMPACTORS

TO BE  
MALL  
MINT USERS  
LOCATION OF  
STER

RAMP

DOCK MASTER  
OFFICE

**QWEST**  
**BUILDING**

Above



Issued: 06/10/10

A MIXED USE DEVELOPMENT  
SALT LAKE CITY, UTAH

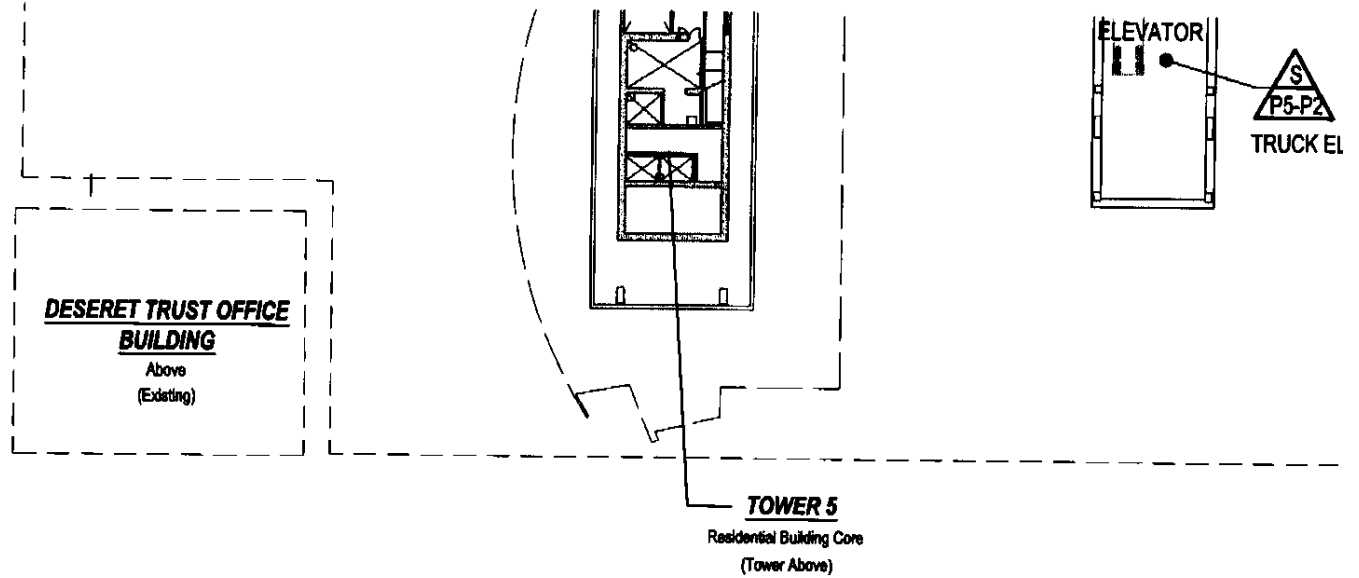
**DCAL EASEMENT AGREEMENT**





# LEGEND

VE  
R — S  
L1-L4 — LI  
SE  
LE  
PA  
AN  
FU  
E



100 SOUTH STREET

END

VERTICAL TRANSPORTATION KEY

— S = RETAIL SERVICE CONNECTION

LISTS HIGHEST AND LOWEST LEVELS SERVED (P=PARKING LEVEL, L=RETAIL LEVEL, ST=STREET). LEVELS IN PARENTHESES INDICATE POSSIBLE/ ANTICIPATED LEVELS TO BE SERVED IN THE FUTURE.

 ESCALATOR

 ELEVATOR

 STAIR



  
TRUCK ELEV.

**QWEST**  
**BUILDING**  
Above  
(Existing & Not  
Included)

EET

---

# **CREEK CENTER**

---


**3: CONSTRUCTION, OPERATION, AND RECIPROC  
N - LEVEL P5**

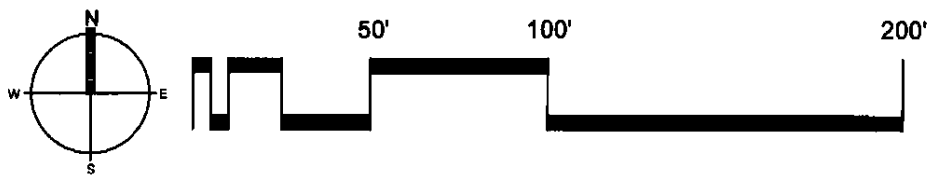
*These exhibits are based upon project plans by Hobbs + Black Associates current a.  
and base plans imported from other project Architects of Record current as of 11/18.*

rent as of 11/16/09  
11/18/09.

---



 STAIR



**CITY**

**EXHIBIT B:  
SITE PLAN.**

**SHEET**

**9 OF 9**



**EXHIBIT C**  
**REQUIRED IMPROVEMENTS**

The Required Improvements consist of all ramps from public roadways to the Parking Facilities, all on-site and off-site road improvements, traffic signals as may be required by the municipal and governmental authorities having control, and extension and/or relocation of utilities to service the needs of the Retail Center.

**EXHIBIT D**  
**BUILDINGS' HEIGHT LIMITATIONS**

The maximum exterior wall height of the building improvements within Tower 1, Tower 2, Tower 4, Tower 5, Tower 6, Tower 7 and Building H (in each case as identified in the Master Declaration) shall not exceed the respective maximum building heights set forth on the Site Plan attached to the REA as Exhibit B (in each case as measured from the highest point within that portion of any adjacent public street). The maximum exterior wall height of the Residential Above Retail Units shall not exceed the respective maximum building height therefor set forth on the Site Plan attached to the REA as Exhibit B (as measured from the highest point within the portions of the public streets immediately adjacent to Block 76). The maximum exterior wall height of any other Buildings at the Retail Center shall not exceed one hundred (100) feet above the finished floor elevation of the level of such Building that abuts the pedestrian mall between the Majors' Buildings and the Mall Store Buildings. Parapets, feature towers, mechanical equipment, skylights, penthouses and screens to hide the mechanical equipment, penthouses and roof monitors and entrance features and towers at main entry points on all Buildings may extend above the maximum exterior wall height dimensions as set forth above.

**EXHIBIT E**  
**RULES, REGULATIONS AND MAINTENANCE STANDARDS**

Each Party, shall observe the Rules, Regulations and Maintenance Standards of each relevant Section of this Exhibit E, or the relevant portion thereof, as same may from time to time be amended or modified, with respect to the Common Area it is obligated to maintain. Developer or CCRI as relates to the Parking Facilities and Common Utility Facilities shall perform and observe the requirements of Section A and Section B of this Exhibit E. Each Party shall use its best efforts to cause its respective Permittees to observe the Rules, Regulations and Maintenance Standards of Section C of this Exhibit E.

**A. COMMON AREA**

1. Inspect, maintain, repair and replace the surface of the Parking Facilities, malls (including the Mall), curbs and sidewalks, keeping them level, smooth and evenly covered with the type of surface material originally installed thereon or such substitute therefor as shall be, in all respects, equal in quality, appearance and durability.
2. Maintain, repair and replace landscaping in the Common Area as necessary to keep the same in a first class and thriving condition.
3. Clean any signs within the Common Area, including relamping and repairs and replacements being made as required.
4. Furnish mosquito and pest abatement controls, as necessary.
5. Clean, repair, maintain and replace all Common Utility Facilities, to the extent that the same are not cleaned, repaired, maintained or replaced by public utilities.
6. Provide traffic control and security patrol services.
7. All papers, debris, filth, refuse and surface water shall be removed from the Retail Center; snow and ice shall be cleared from the Retail Center and reasonably windrowed; and paved areas shall be washed or thoroughly swept as required. All sweeping shall be done before the Buildings of the Majors shall be open for business with the public. No product shall be used for snow and ice removal, such as, resin based de icers, which may be hazardous to Permittees or which may increase the likelihood that Permittees may slip and fall within any Major's Building or the Mall, or which may damage any Major's Building or the Mall.
8. All trash and rubbish containers located in the Common Area for the use of Permittees shall be emptied at least daily and shall be washed at intervals sufficient to maintain the same in a clean and sanitary condition, and shall be otherwise maintained and replaced and kept in an attractive and good working condition.

9. All landscaping shall be properly watered and maintained, including removal of dead plants, weeds and foreign matter with such replanting and replacement as may be required.
10. All hard surfaced markings shall be inspected at regular intervals and promptly repainted or reapplied as the same shall become unsightly or indistinct from wear and tear, or other cause.
11. All sewer catch basins shall be cleaned on a schedule sufficient to maintain all sewer lines in a free flowing condition, and all mechanical equipment related to storm and sanitary sewer facilities shall be regularly inspected and kept in proper working order.
12. All ramps and stairways, if any, shall be: (a) swept and washed at intervals sufficient to maintain the same in a clean condition; (b) inspected at regular intervals; and (c) promptly repaired upon the occurrence of any irregularities or worn portions thereof.
13. All glass, including skylights, plate glass and/or glass enclosed devices, shall be cleaned at intervals sufficient to maintain the same in a clean condition.
14. All surface utility facilities servicing the Common Area, including, but not by way of limitation, hose bibbs, standpipes, sprinklers and domestic water lines, shall be inspected at regular intervals and promptly repaired or replaced, as the occasion may require, upon the occurrence of any defect or malfunctioning.
15. All Common Area amenities, benches, and institutional, directional, traffic and other signs shall be inspected at regular intervals; maintained in a clean and attractive surface condition; and promptly repaired or replaced upon the occurrence of any defects or irregularities thereto.
16. All lamps shall be inspected at regular intervals and shall be promptly replaced when no longer properly functioning, or at such regularly scheduled times so as to maintain a consistently acceptable level of illumination.
17. The improvements on and to the Common Areas shall be repaired or replaced with materials, apparatus and facilities of a quality at least equal to the original quality.
18. Developer shall request and allow local police authorities to (a) patrol the Common Area at regular intervals and (b) supervise traffic direction at entrances and exits to the Retail Center during such hours and periods as traffic conditions would reasonably require such supervision.
19. With respect to all mechanical and electrical facilities and systems serving the Mall, including, but not by way of limitation, the lighting facilities; vertical transportation facilities; heating, ventilating, cooling and sprinklering systems; and actuated or manually operated doors, Developer shall (a) inspect the same at regular intervals; (b) promptly repair the same upon the occurrence of any failure or malfunctioning; (c) as respects the said heating, ventilating and cooling systems, maintain the same so as to comply with the

performance specifications set forth in Section 10.02 of the REA; and (d) as soon as practicable, replace any light bulbs that have burned out.

20. All surfaces of the Mall which are painted or otherwise finished shall be cleaned at regular intervals and repainted or otherwise refinished as necessary. The ceiling of the Mall shall be cleaned as necessary to maintain its attractive condition and painted or repainted, as necessary, giving particular attention to the areas surrounding the diffusers.
21. All Parties shall require their employees to park in areas designated therefor.
22. All graffiti shall be promptly removed and the surface restored to its previous condition.

#### **B. MALL AND MALL STORE FLOOR AREA APPLICABLE TO DEVELOPER**

The provisions of this Section B shall apply to the Mall and the Mall Store Building.

1. All Floor Area, including vestibules, entrances and returns, doors, fixtures, windows and plate glass, shall be maintained in a safe, neat and clean condition.
2. All trash, refuse and waste materials shall be regularly removed from the premises of each Occupant of the Retail Center and, until removal, shall be stored (a) in adequate containers located so as not to be visible to the general public shopping in the Retail Center and (b) so as not to constitute any health or fire hazard or nuisance to any Occupant. No burning of trash, refuse or waste materials shall occur.
3. No portion of the Mall or the Mall Store Buildings shall be used for lodging purposes.
4. No advertising medium shall be utilized by any Occupant of any Floor Area which can be heard or experienced outside of the Floor Area of an Occupant, including without limiting the generality of the foregoing, flashing lights, searchlights, loud speakers, phonographs, radios or televisions. This provision shall not prohibit the demonstration of merchandise in a reasonable manner.

#### **C. CONDUCT OF PERSONS**

The Parties hereto do hereby establish the following rules and regulations for the use of roadways, walkways, malls, including the Mall, Parking Facilities, and other common facilities provided for the use of Permittees:

1. No Person shall use any roadway, walkway or mall, except as a means of egress from or ingress to any Floor Area and Parking Facilities within the Retail Center, or adjacent public streets. Such use shall be in an orderly manner, in accordance with the directional or other signs or guides and shall comply with all regulations with respect to the Common Area, including, but not by way of limitation, posted speed limits, directional markings and parking stall markings. Roadways shall not be used at a speed in excess of twenty (20) miles per hour and shall not be used for parking or stopping, except for the immediate loading or unloading of passengers.

2. Except for employees as provided in the Parking Agreement, no Person shall use any Parking Facilities except for the parking of automobiles during the period of time such Person or the occupants of such vehicle are customers or business invitees of the retail establishments within the Retail Center, except as provided in the Parking Agreement. All automobiles shall be parked in an orderly manner within the painted lines defining the individual parking places. There shall be no parking of trailers within the Parking Facilities except as is necessary for loading and unloading. There shall be no trailers parked on the site for extended periods of time. Developer shall use its best efforts to require Occupants of the Developer Parcel to cause all trucks servicing the retail facilities of the Developer Parcel to load and unload prior to the hours of the Retail Center opening for business to the general public.
  
3. Unless required by applicable law, the following shall not be allowed without the written consent of Developer and all of the Majors in or on any part of the Common Area:
  - (a) Vend, peddle or solicit orders for sale or distribution of any merchandise, device, service, periodical, book, pamphlet or other matter whatsoever.
  - (b) Distribute or Exhibit circulars, booklets, handbills, placards or other materials.
  - (c) Solicit membership in any organization, group or association or contribution for any purpose.
  - (d) Parade, rally, patrol, picket, demonstrate or engage in any conduct that might tend to interfere with or impede the use of any of the Common Area by any Permittee, use the Common Area in any way not consistent with the operation of the Retail Center for its intended purpose, create a disturbance, attract attention or harass, annoy, disparage or be detrimental to the interest of any of the retail establishments within the Retail Center.
  - (e) Use any Common Area for any purpose (other than restoration, repair, maintenance or construction as permitted hereunder) when none of the Majors or Occupants are open for business, except that (a) the Mall and such portions of the Common Area as may be necessary may be used during such times but only for charity events, Merchants' Association/promotional fund sponsored or community events not occurring on a regular basis, or things of like nature and subject to the prior approval of any Major's store manager if any such event is within the court area in front of any such Major's Building; and (b) the North/South Corridors and amenities located within portions of the North/South Corridors may be used during such times, subject to compliance with any restrictions set forth in the Master Declaration and as otherwise agreed to by Developer and CCRI.
  - (f) Throw, discard or deposit any paper, glass or extraneous matter of any kind, except in designated receptacles or create litter or hazards of any kind.
  - (g) Use any sound making device of any kind or create or produce in any manner noise or sound that is annoying, unpleasant or distasteful to any Permittee.

- (h) Deface, damage or demolish any sign, light standard or fixture, landscaping material or other improvement within the Retail Center, or the property of any Permittee situated within the Retail Center.

The listing of specific items as being prohibited is not intended to be exclusive, but to indicate, in general, subject to the exceptions contained in this Section 3, the manner in which the right to use the Common Area solely as a means of access and convenience in shopping at the retail establishments in the Retail Center is limited and controlled by the Parties in the Retail Center. A Party shall not be deemed to be in default of this Paragraph C3 if such Party is using its best efforts to exclude or stop such act or acts on its Parcel or if it is prevented by law from excluding or stopping such act or acts on its Parcel.

Any Party shall have the right to remove or exclude from or to restrain (or take legal action to do so) any unauthorized person from, or from coming upon, the Retail Center, or any portion thereof, and to prohibit, abate and recover damages arising from any unauthorized act, whether or not such act is in express violation of the prohibitions listed above. In so acting such Party is not the agent of any other Party or Occupant of the Retail Center, unless expressly authorized or directed to do so by such other Party or Occupant in writing.

**EXHIBIT F  
SIGN CRITERIA**

These criteria have been established for the purpose of establishing standards for signs on the Retail Center Parcel and assuring an outstanding Center and for the mutual benefit of all Tenants in the Retail Center. Conformance herewith will be strictly enforced and any non conforming or unapproved signs that are installed must be brought into conformance at the expense of the Tenant or be removed by the Tenant within ten (10) days after notice of non conformance.

**I. AS TO MAJORS:**

It is understood and agreed that the Majors may have their usual identification signs on their Buildings. The identification and other signs of Majors shall meet the following criteria:

- A. Flashing, blinking, moving, animated or audible signs will not be permitted.
- B. All electrical sign components shall bear the UL label and their installation must comply with all local building and electrical codes. Such UL label shall be inconspicuously placed.
- C. No exposed wiring, conduit, tubing lamps, ballast boxes or raceways will be permitted.
- D. No signs, or any portion thereof, may project above the parapet or top of wall upon which it is mounted.
- E. Sign letters or components shall not have exposed neon or other lamps.
- F. No roof top signs will be permitted.
- G. No weepholes or exposed fasteners will be permitted on signs facing the interior of the Retail Center.
- H. Each Major shall be required to comply with all applicable governmental permitting requirements.
- I. Each Major shall be permitted one pylon sign, (to be located on the City Block where such Major's Building is located) which shall only identify the name of the store. Any such identification signs for a Major which is detached from their building face shall be in the location shown on Exhibit B.

**II. AS TO MALL STORE TENANTS:**

Signs on the Developer Parcel shall meet the criteria of this Section II.



**A. General Requirements**

1. Each Mall Store Tenant acknowledges that all exterior signs are subject to the jurisdiction of Salt Lake City and Tenant or its representative shall obtain all permits for signs and their installation.
2. Each Mall Store Tenant shall be responsible for the fulfillment of all requirements and specifications and Developer's leases shall require that this Exhibit F be complied with.
3. No signs shall be permitted on the roof of any Mall Store Building.

**B. General Specifications**

1. Painted lettering, symbols or identification of any nature will not be permitted, except as specifically permitted hereunder.
2. Flashing, blinking, moving, animated or audible signs will not be permitted.
3. Except as specifically set forth in this subsection 3, pylon or pole signs will not be permitted and those permitted may only be in an area therefor specifically shown on Exhibit B. Six (6) Retail Center pylon signs shall be permitted provided such signs identify only the Retail Center and no Majors or other Occupants thereof. In addition, one (1) pylon sign shall be permitted for each of the Majors as provided in Section I-1 above in this Exhibit. It is understood that customary traffic, wayfinding and parking location signs are not within the scope of this subparagraph B3.
4. All electrical sign components shall bear the UL label and their installation must comply with all local building and electrical codes. Such UL label shall be inconspicuously placed.
5. No exposed wiring, conduit, tubing, lamps, ballast boxes or raceways will be permitted.
6. All cabinets, conductors, transformers, ballasts, attachment devices and other equipment shall be concealed.
7. Electrical service to all signs in this Section II shall be at Tenant's or Developer's cost.
8. Signs of box or cabinet type employing luminous plastic panels will be permitted.

**C. Construction Requirements**

1. All exterior metal signs, bolts, fastenings and clips shall be of hot dipped galvanized iron, stainless steel, aluminum, brass or bronze and no black iron materials of any type will be permitted.

2. All exterior letters or signs exposed to the weather shall be mounted so as to permit proper dirt and water drainage.
3. Mall Store Building Tenants shall install signs in accordance with this Exhibit F.
4. No labels will be permitted on the exposed surface of signs, except those required by local ordinance which shall be applied in an inconspicuous location.
5. Mall Store Building Tenants shall repair any damage to any work caused in installing its signs.
6. Mall Store Building Tenants shall be fully responsible for the operations of any person constructing, installing or repairing its signs.

D. Design Requirements

1. Tenant signs shall be permitted upon and within each of the perimeter facades which surround their leased premises on the Mall Store Buildings, provided those facades contain at least one (1) merchandise display window and/or one (1) primary customer entry doorway.
2. The primary identification sign for a Tenant shall be a wall sign, and as outlined below, projecting/blade, awning, canopy, and window signs may be secondary identification signs.
3. Letter size and location of identification signs of Tenants shall be within the physical limits of the Tenant's storefront and appropriately scaled and proportioned to the overall storefront design.
4. Except as permitted below, no Tenant sign shall project beyond eight (8) inches from face of storefront. The outer edges of a primary identification sign shall fall no closer than eighteen (18) inches to the side lease lines of the leased premises.
5. Each Tenant may have one (1) projecting/blade sign facing the interior of the property with a maximum sign area of eight (8) square feet per side (sixteen square feet total). Each Tenant facing a public right-of-way may have one (1) projecting/blade sign facing the public right-of-way with a maximum sign area of nine (9) square feet per side (eighteen square feet total).
6. Each Tenant (whether facing the interior of the property or the public right-of-way) may have one (1) awning sign per window or door bay with a maximum awning sign area of one (1) square foot per lineal foot of awning length.
7. Each Tenant may have one (1) canopy sign per window or door bay facing the interior of the property, with a collective maximum canopy sign area of eighteen (18) square feet. Each Tenant facing a public right-of-way may have one (1)

canopy sign per window or door bay facing the public right-of-way with a collective maximum canopy sign area of twenty (20) square feet.

8. Each Tenant may have one (1) window sign per window or door bay facing the interior of the property, with a collective maximum window sign area of eighteen (18) square feet. Each Tenant facing a public right-of-way may have one (1) window sign per window or door bay facing the public right-of-way with a maximum window sign area of twenty-five percent (25%) of the related window or door bay.
9. Wording of signs shall be limited to identification and shall not include any specification of the merchandise offered for sale therein or the services rendered therein, except as part of tenant trade name or insignia, crest or corporate shield (which insignia, crest or corporate shield will be permitted if less than thirty six (36) inches in width and height).
10. No sign, or any portion thereof, may project above the parapet or top of wall upon which it is mounted.
11. Except in the Food Court, sign letters or components shall not have exposed neon or other non-shielded illumination. All light sources shall be concealed, shielded, or indirect. No sign shall exceed a maximum brightness of 100 foot lamberts.

**E. Miscellaneous Requirements**

1. Each Mall Store Tenant who has a non- customer door for receiving merchandise may have uniformly applied on said door, in a location and design uniform with other tenant's non customer doors as directed by the Developer, in small letters, the tenant's name and store number. Where more than one tenant uses the same door, each name and store number shall be applied. Color of letters, which are to be uniformly coordinated with other tenant signs in the mall as a whole, will be selected by the Developer.
2. Mall Store Tenants shall install on the mall front, if required by the U.S. Post Office, the numbers only for the street address in exact location stipulated by the Developer in accordance with a uniform plan for the Retail Center. Size, type and color of numbers shall be uniformly coordinated with other tenant signs in the Mall as a whole and be stipulated by the Developer.
3. Except in emergency situations, no signs of a temporary character or purpose, irrespective of the composition of the sign or material used therefor, will be permitted.

**F. National Tenants**

There shall be no deviation from this Exhibit F except the Developer may permit reasonable minor modification of specific technical requirements of this Exhibit F where

they would otherwise prohibit the usual identification signs of national Mall Store Tenants which are similar to the identification signs of the same national tenant in a substantial number of its stores in first class shopping centers.

**G. Miscellaneous**

As used in this Exhibit F, the word "Tenant" shall be deemed to have the meaning given to the word "Occupant" by Article 1 of the REA but shall not include a Major.

**EXHIBIT G  
ACKNOWLEDGEMENT OF TURNOVER DATE**

**THIS PLATFORM CERTIFICATION** is made as of \_\_\_\_\_, 20\_\_ by **CITY CREEK RESERVE, INC.**, a Utah non-profit corporation (“CCRI”) in favor of **NORDSTROM, INC.** (“Nordstrom”). In order to induce Nordstrom to accept the building platform for the Nordstrom store to be located at City Creek Center in Salt Lake City, Utah (the “Platform”), and to commence construction of the Nordstrom Building (as defined in that certain Construction, Operation and Reciprocal Easement Agreement (the “REA”) dated as of \_\_\_\_\_, 200\_\_ and between CCRI, Nordstrom, Macy’s Inc., and **CITY CREEK CENTER ASSOCIATES LLC** (the “Developer”) ) on the Platform, Developer hereby certifies to Nordstrom that the Platform has been prepared and constructed in accordance with final plans and specifications for the Platform prepared by \_\_\_\_\_ Architects and dated \_\_\_\_\_ which plans and specifications were submitted to Nordstrom and approved by Nordstrom in accordance with the terms of the REA (the “Approved Plans”) and with Nordstrom’s technical specifications attached as Exhibit “A” to the Supplemental Agreement between Nordstrom and Developer which are incorporated herein by this reference (“Nordstrom’s Technical Specifications”), and that all required utilities have been located and provided in accordance with the Approved Plans and Nordstrom’s Technical Specifications.

CCRI and Developer shall be responsible for the cost of any repairs or changes to the Nordstrom Building due to the Platform being prepared or constructed by CCRI other than as hereby certified.

**IN WITNESS WHEREOF**, CCRI and Developer have caused this Platform Certification to be duly executed and delivered as of the day and year first above written.

**CITY CREEK RESERVE, INC.**,  
a Utah non profit corporation

By: \_\_\_\_\_

Its: \_\_\_\_\_

**CITY CREEK CENTER ASSOCIATES LLC,**  
a Delaware limited liability company

By: The Taubman Realty Group Limited  
Partnership,  
a Delaware limited partnership  
Its: General Partner

By: \_\_\_\_\_

Its: Authorized Signatory

**EXHIBIT H**  
**MASTER SCHEDULE**  
*(as of 6/17/2010)*

|                                                            | <b>START</b> | <b>FINISH</b> |
|------------------------------------------------------------|--------------|---------------|
| Demolition, shoring & excavation Block 75                  | 05/04/07     | 10/15/08      |
| Demolition, shoring & excavation Block 76                  | 11/06/06     | 03/26/08      |
|                                                            |              |               |
| Parking construction Block 75 (includes entry ramps)       | 09/15/08     | 03/18/11      |
| Parking construction Block 76 (includes entry ramps)       | 11/26/07     | 12/15/10      |
|                                                            |              |               |
| Central Plant start up & commissioning                     | 07/07/10     | 09/30/11      |
|                                                            |              |               |
| Residential Tower 1 building construction                  | 07/25/08     | 01/15/11      |
| Residential Tower 6/7 building construction                | 07/28/08     | 04/15/10      |
|                                                            |              |               |
| For Rent Residential construction                          | 10/12/09     | 08/24/11      |
|                                                            |              |               |
| In-street ramp West Temple                                 | 04/07/08     | 11/19/09      |
| In-street ramp South Temple                                | 06/02/08     | 08/20/10      |
| In-street ramp 100 South                                   | 09/18/08     | 02/11/11      |
|                                                            |              |               |
| Streetscape South Temple Residential Tower 6/7 frontage    | 11/13/09     | 03/26/10      |
| Streetscape South Temple Residential Tower 1 frontage      | 08/25/11     | 10/21/11      |
| Streetscape 100 South                                      | 01/03/11     | 11/23/11      |
| Streetscape Main Street                                    | 02/01/11     | 09/16/11      |
| Streetscape West Temple                                    | 09/05/11     | 10/21/11      |
|                                                            |              |               |
| Main Street bridge structure                               | 02/08/10     | 09/17/10      |
| Main Street bridge exterior cladding                       | 09/20/10     | 04/15/11      |
| Main Street bridge MEP / Interiors                         | 03/03/11     | 06/03/11      |
|                                                            |              |               |
| Retail Block 75 restaurants (spaces 150, 152, 155, 160)    | 09/05/11     | 03/21/12      |
| Retail Block 75 loading dock                               | 09/29/11     | 03/21/12      |
| Retail Block 75 Mini-Anchor buildout (spaces 162/255)      | 10/03/11     | 03/21/12      |
| Retail Block 75 GLA spaces buildout (buildings E, F, G)    | 10/03/11     | 03/21/12      |
|                                                            |              |               |
| Retail Block 76 Mini-Anchor buildout (spaces 130A/130B)    | 08/01/11     | 03/21/12      |
| Retail Block 76 loading dock                               | 08/01/11     | 03/21/12      |
| Retail Block 76 restaurants buildout (space 168)           | 09/05/11     | 03/21/12      |
| Retail Block 76 GLA spaces buildout (buildings A, B, C, D) | 10/03/11     | 03/21/12      |
|                                                            |              |               |
| Macy's structural steel                                    | 01/18/10     | 06/10/10      |

|                                      | <b>START</b> | <b>FINISH</b> |
|--------------------------------------|--------------|---------------|
| Macy's exterior cladding             | 05/21/10     | 03/04/11      |
| Macy's MEP/interiors - Phase 1       | 06/16/10     | 06/03/11      |
| Macy's roofing                       | 11/02/10     | 01/21/11      |
| Macy's Turnover Date                 |              | 07/18/11      |
| Macy's MEP/interiors - Phase 2       | 07/18/11     | 03/21/12      |
| Macy's Scheduled Opening Date        | 03/22/12     |               |
|                                      |              |               |
| Nordstrom L1 deck for Phase 1/2      | 07/07/09     | 11/03/09      |
| Nordstrom Pad Delivery               | 11/25/10     | 01/04/11      |
| Nordstrom loading dock               | 11/25/10     | 01/04/11      |
| Nordstrom Espresso Premises turnover |              | 09/05/11      |
| Nordstrom pre-opening activities     | 03/11/12     | 03/22/12      |
| Nordstrom Scheduled Opening Date     |              | 03/22/12      |

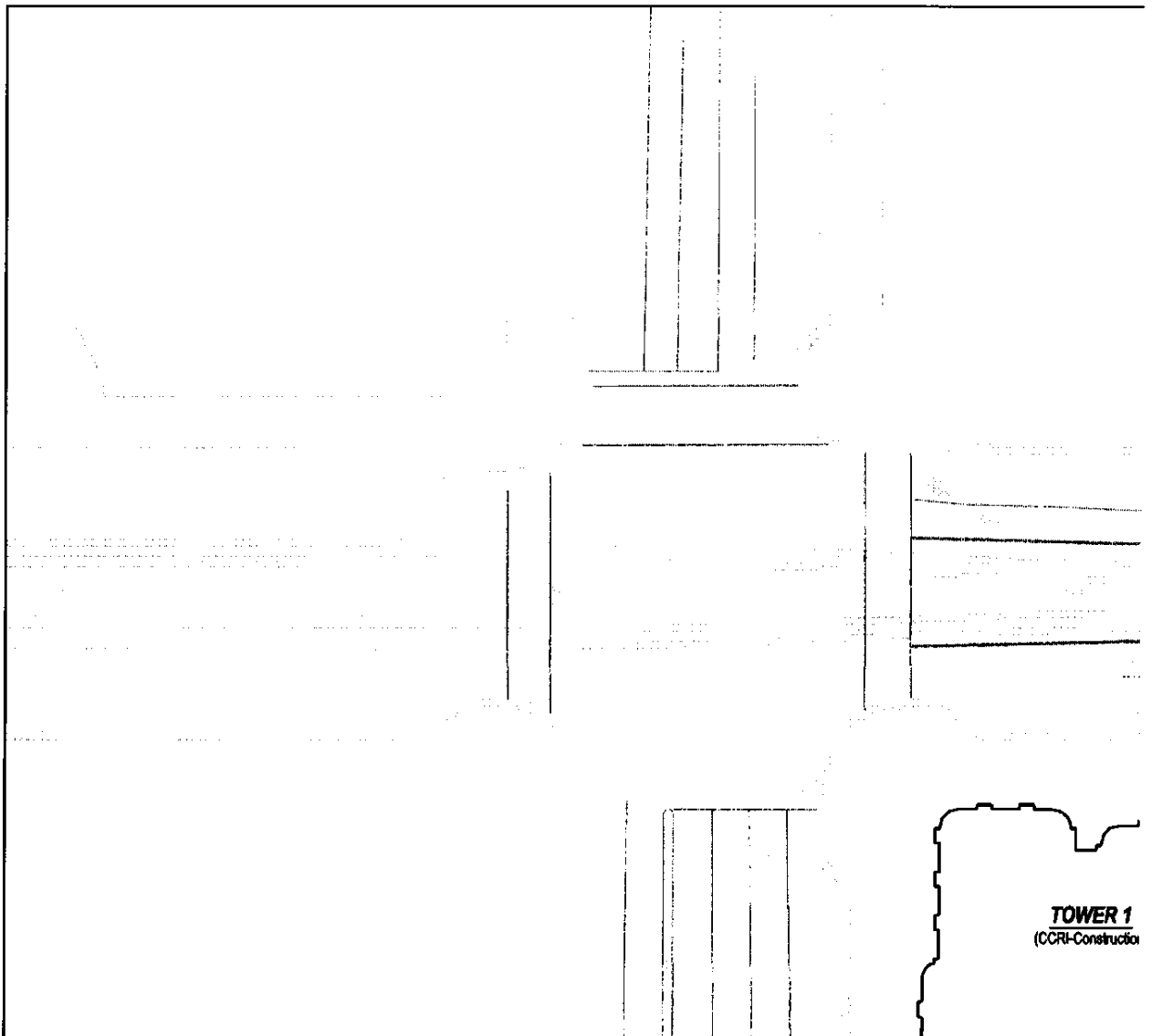


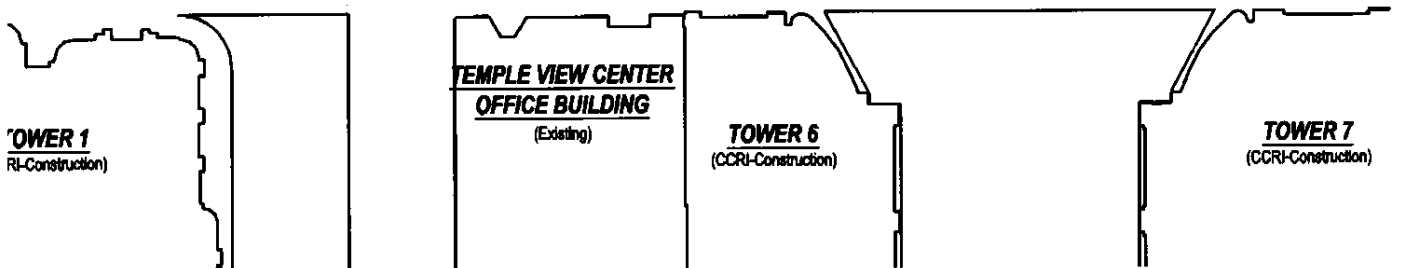
**EXHIBIT I**  
**EXCLUDED BLOCK 75 FLOOR AREA**

The exhibit on the following pages is comprised of one sheet, the actual size of which is 44 inches wide and 34 inches in height. The original sheet is in full color. The Salt Lake County, Utah, Records Office only records in black and white and only 8 1/2" x 11" pages. The original sheet was electronically "cut" into 24 pages. The pages are numbered and can be assembled as shown in the chart below to show the entire sheet. There are registration marks on each page to aid in the alignment of the pages.

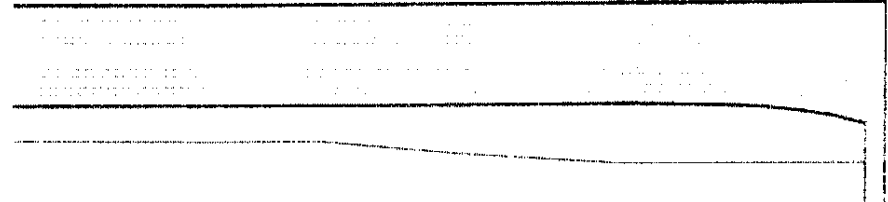
**KEY CODE**

|       |       |       |       |       |       |
|-------|-------|-------|-------|-------|-------|
| (1,1) | (1,2) | (1,3) | (1,4) | (1,5) | (1,6) |
| (2,1) | (2,2) | (2,3) | (2,4) | (2,5) | (2,6) |
| (3,1) | (3,2) | (3,3) | (3,4) | (3,5) | (3,6) |
| (4,1) | (4,2) | (4,3) | (4,4) | (4,5) | (4,6) |

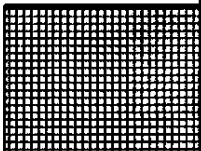




# SOUTH TEMPLE STREET

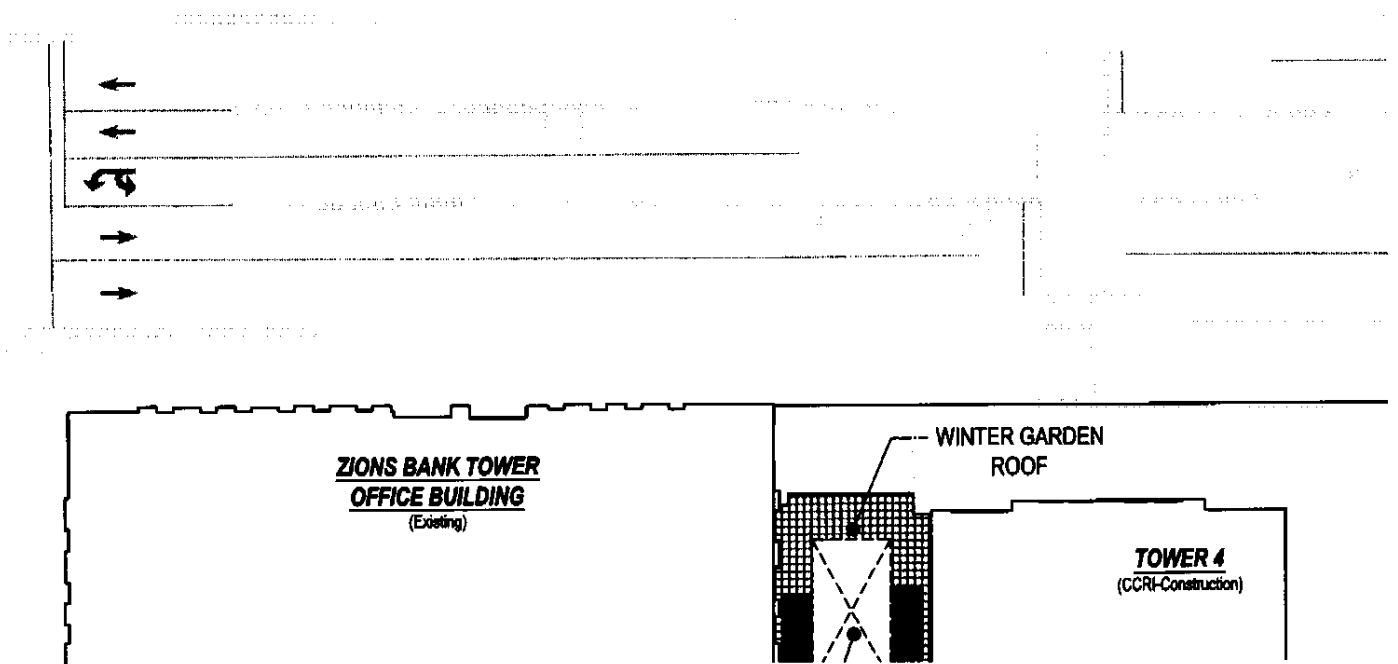


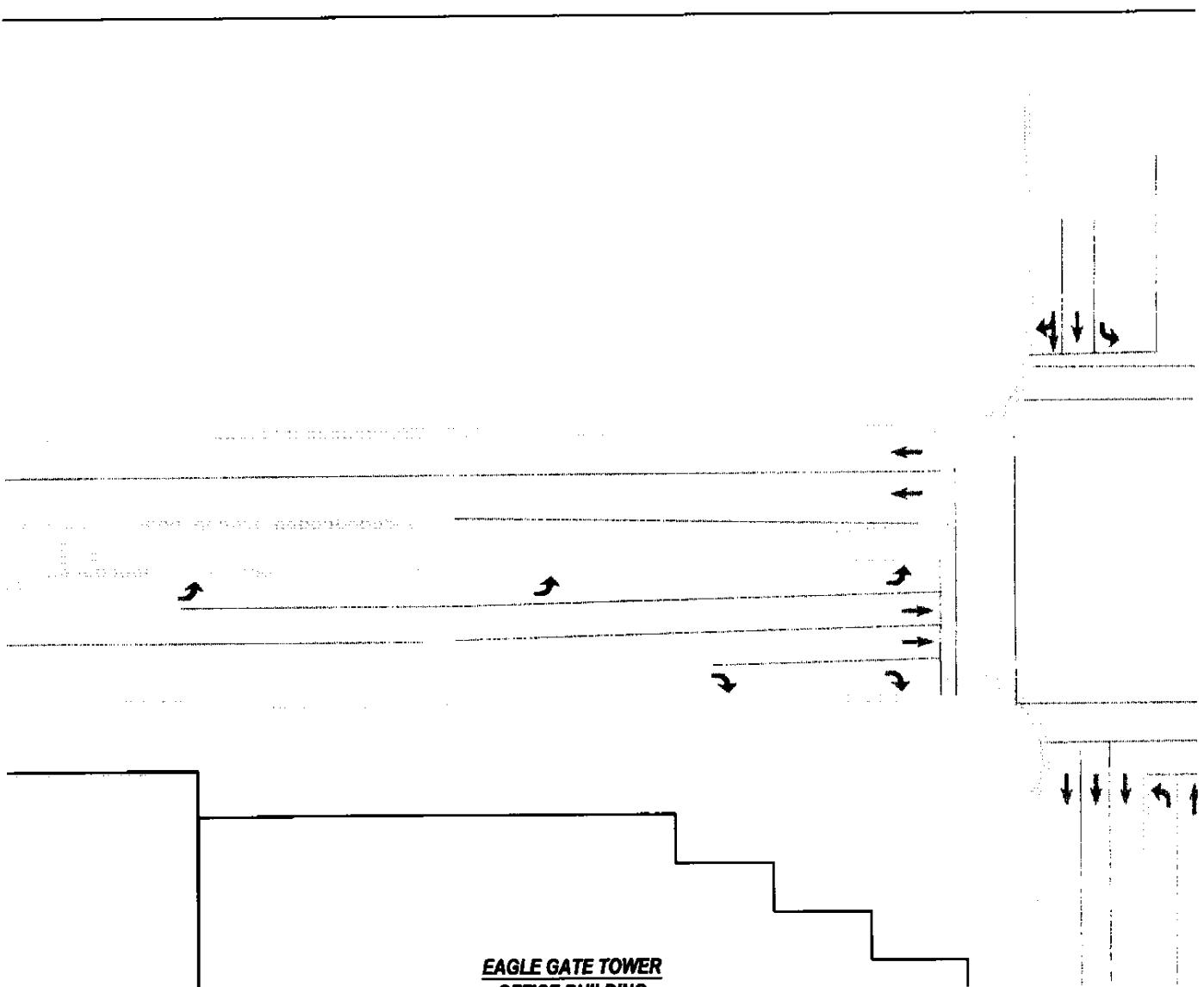
**VER 7**  
Instruction)



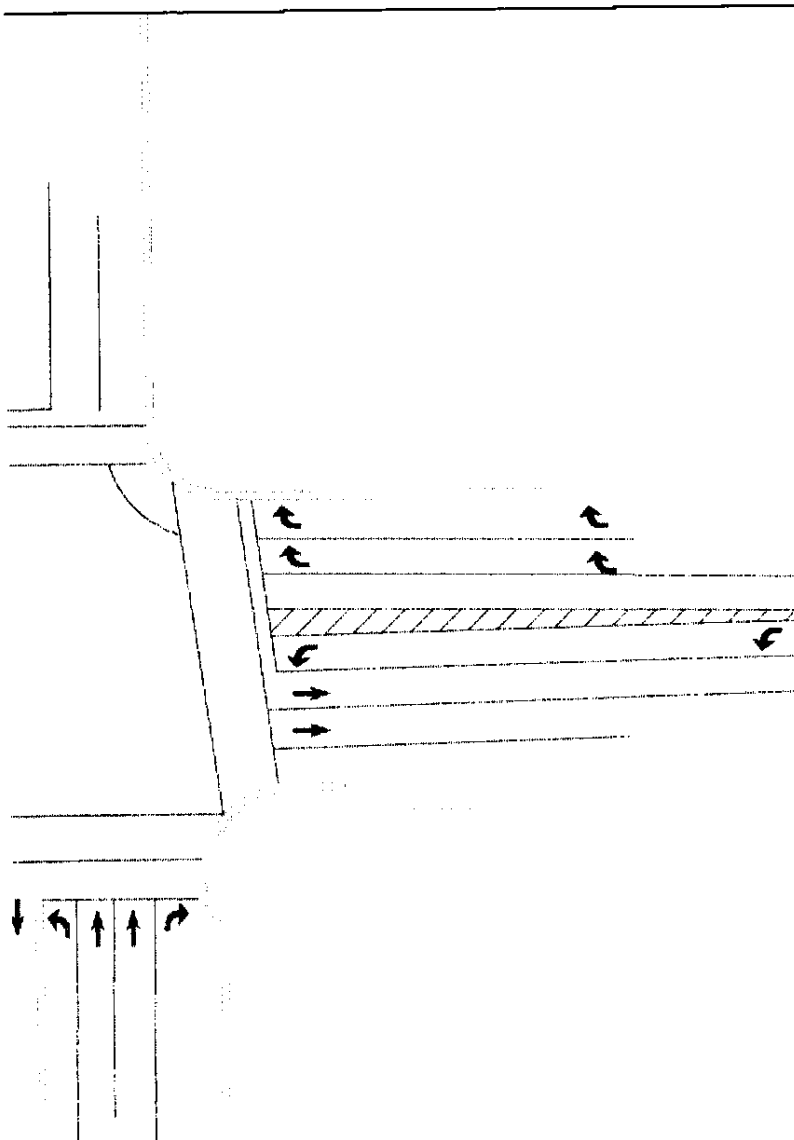
**BENEFICIAL FINANCIAL**  
**GROUP TOWER**  
**OFFICE BUILDING**  
(Existing)





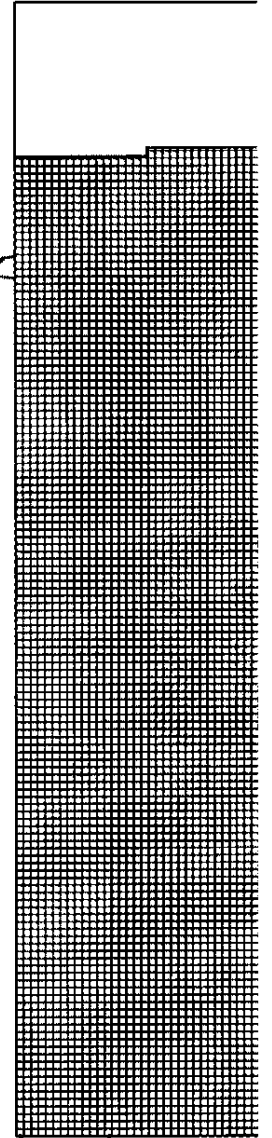


**EAGLE GATE TOWER**  
OFFICE BUILDING

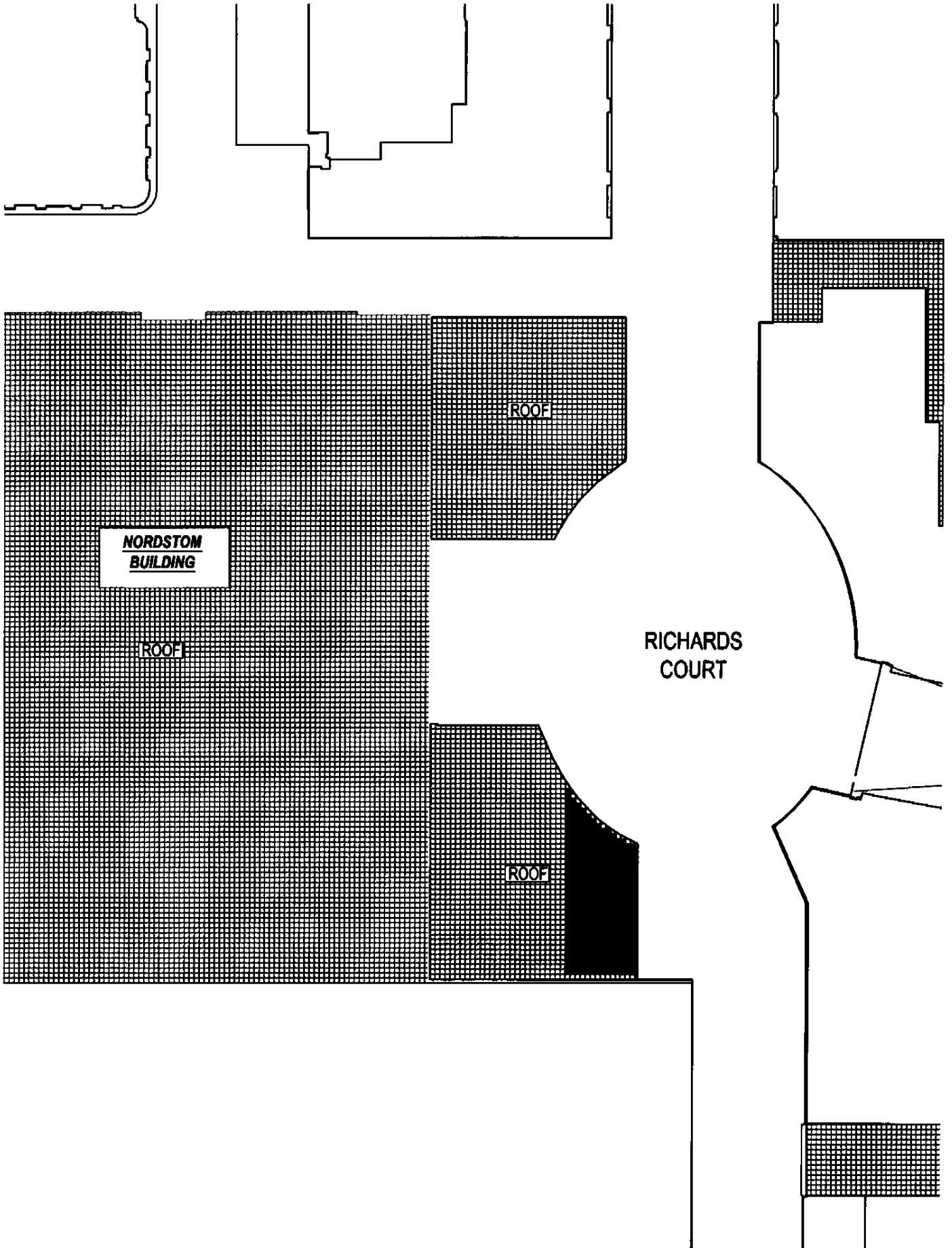


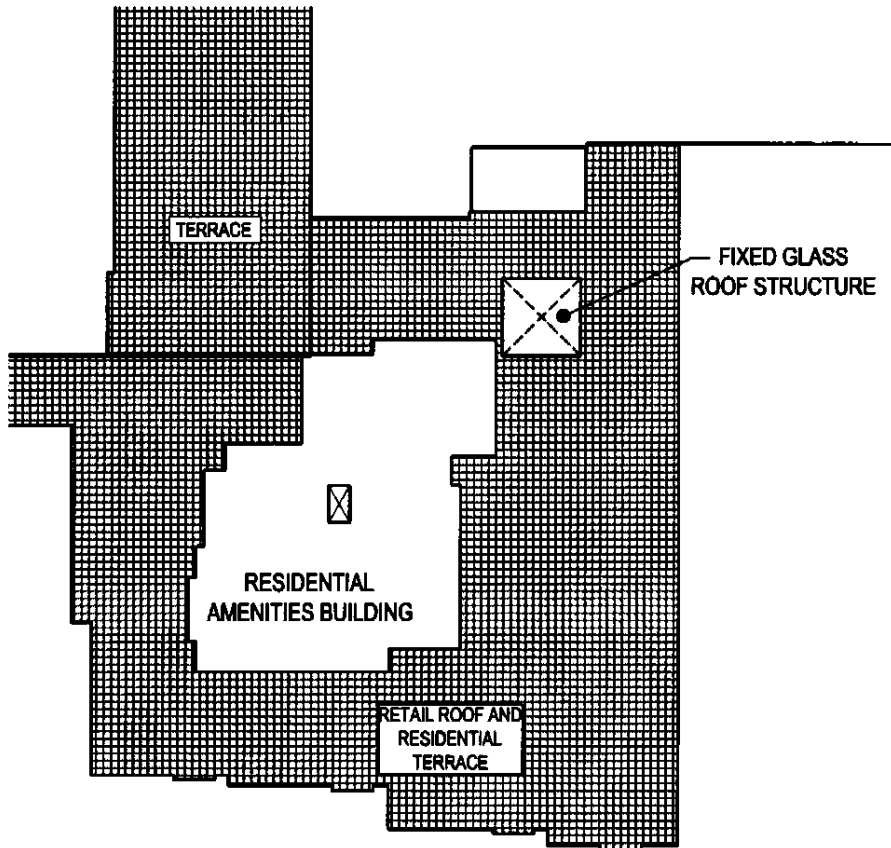
|                                                                                                                                                                                   |  |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| <br><b>Taubman</b><br><b>200 E. LONG LAKE ROAD</b><br><b>BLOOMFIELD HILLS, MI 48303-0200</b> |  |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|

WEST TEMPLE STREET









RESIDENTIAL  
ABOVE RETAIL UNITS  
(TO BE CONSTRUCTED  
UP TO 170' HIGH)

SKYLIGHT SYSTEM  
ABOVE

RESIDENTIAL  
ABOVE RETAIL UNITS  
(TO BE CONSTRUCTED  
UP TO 170' HIGH)

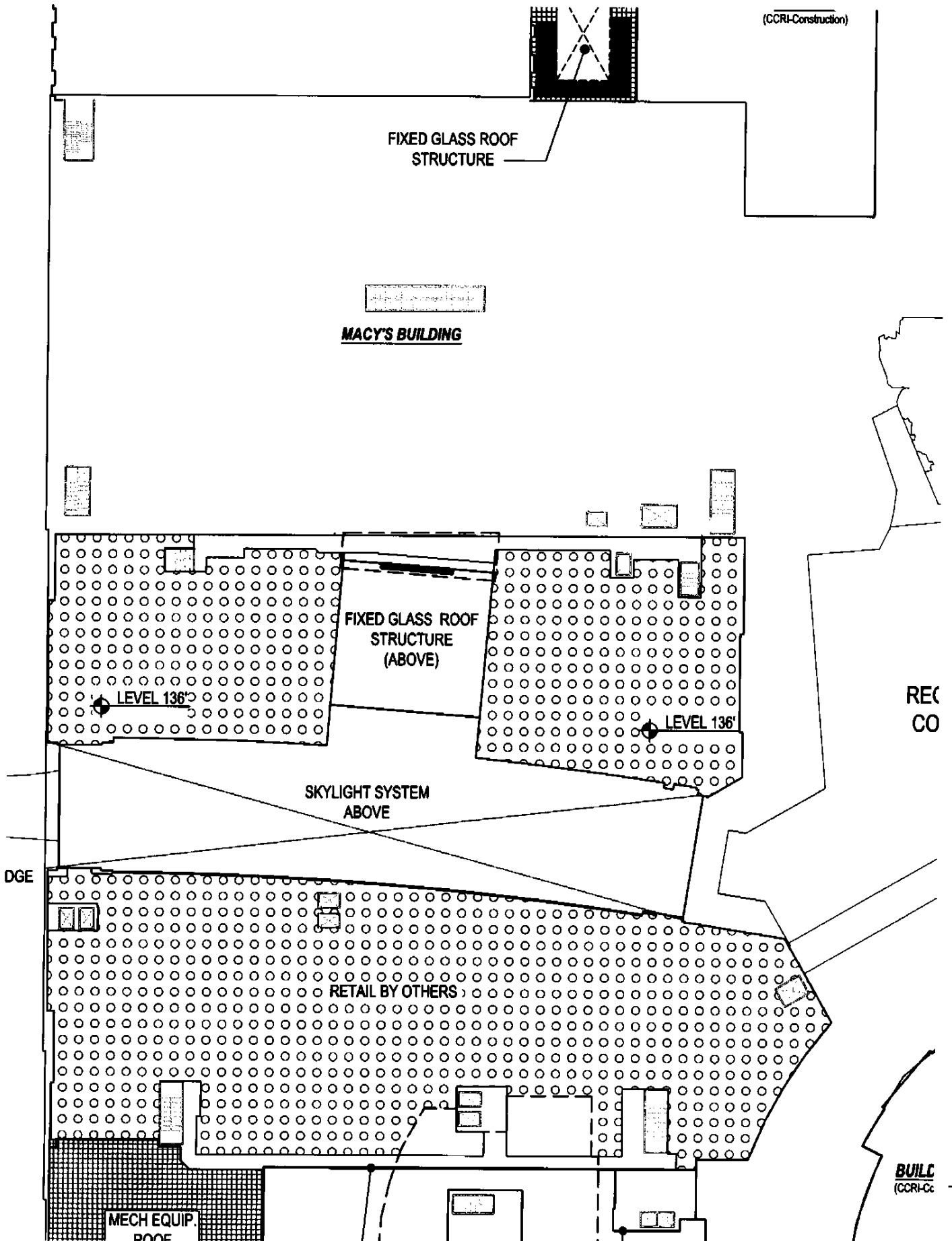
RETAIL ROOF AND  
RESIDENTIAL  
TERRACE

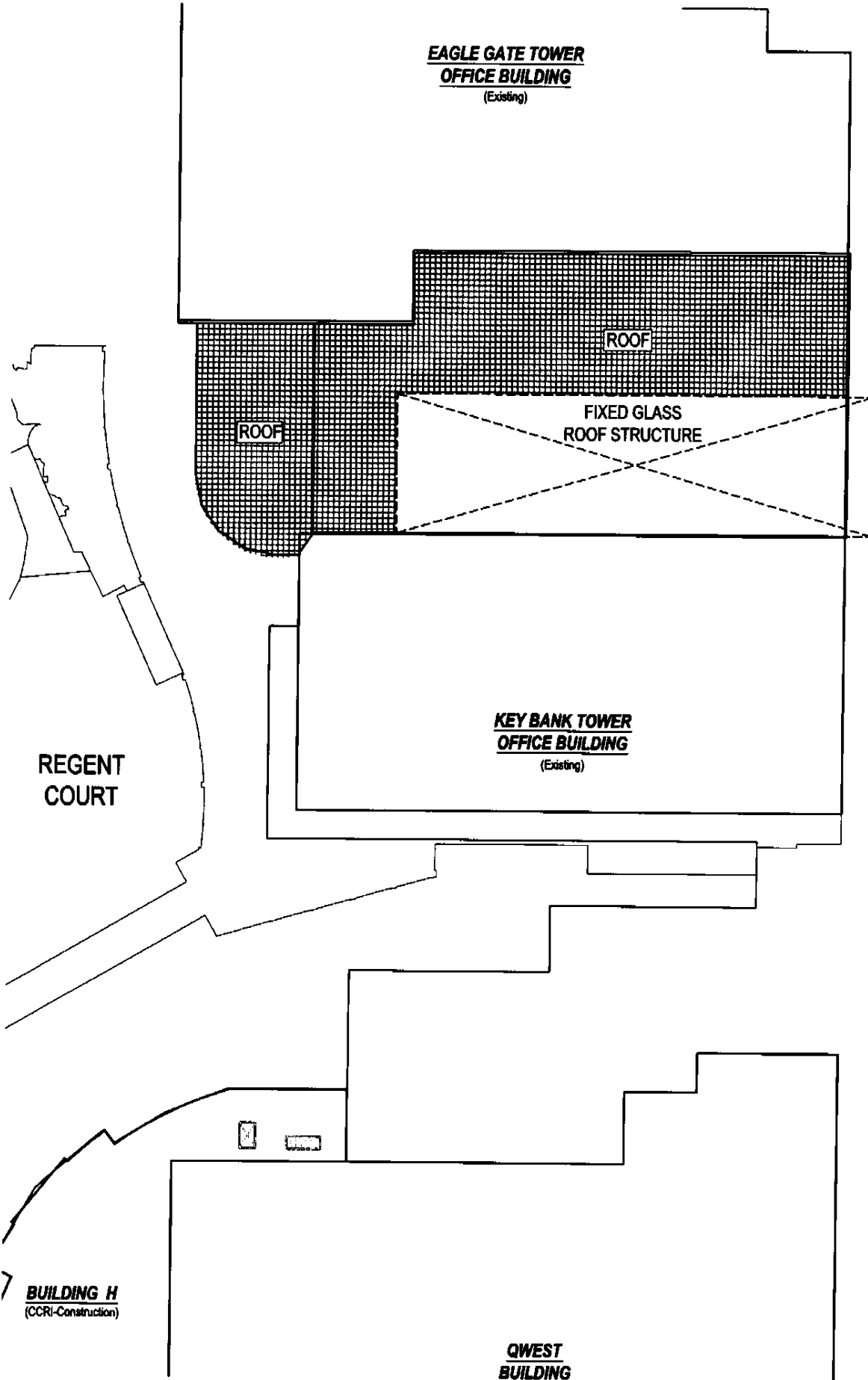
MCINTYRE

MAIN STREET

MAIN STREET BRIDGE  
@ LEVEL 2

LINE OF BRIDGE  
BELOW





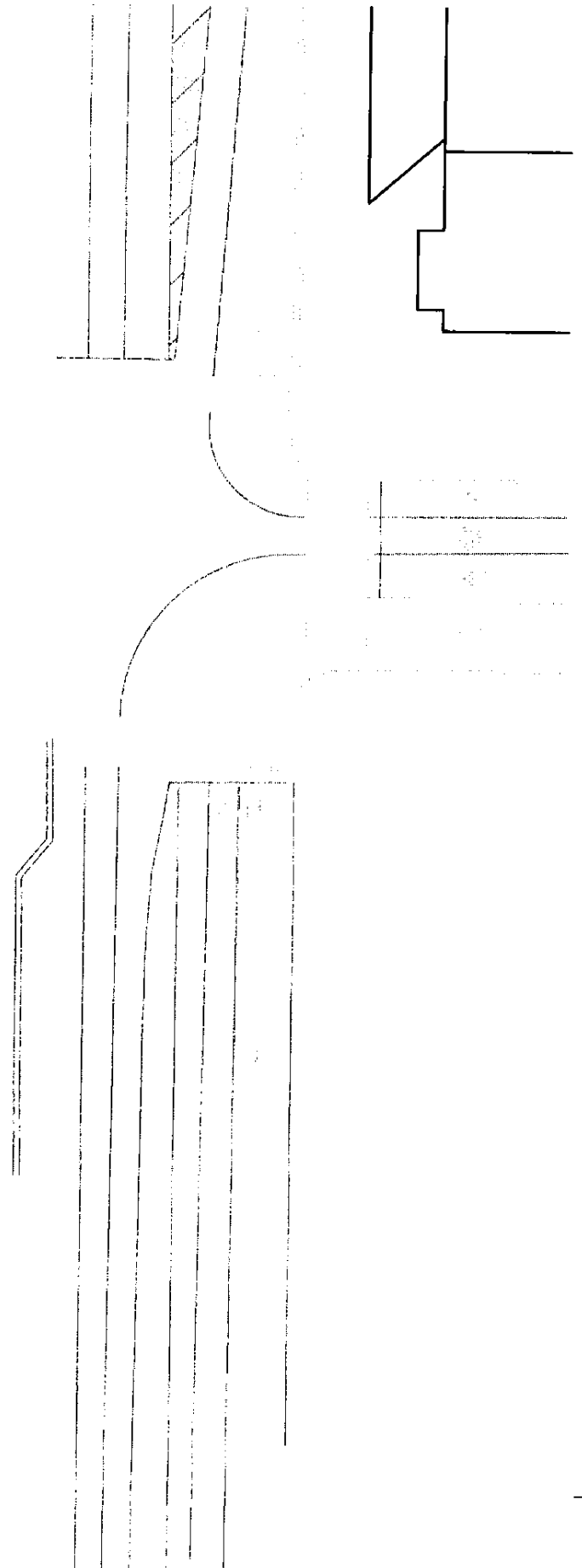
STATE STREET

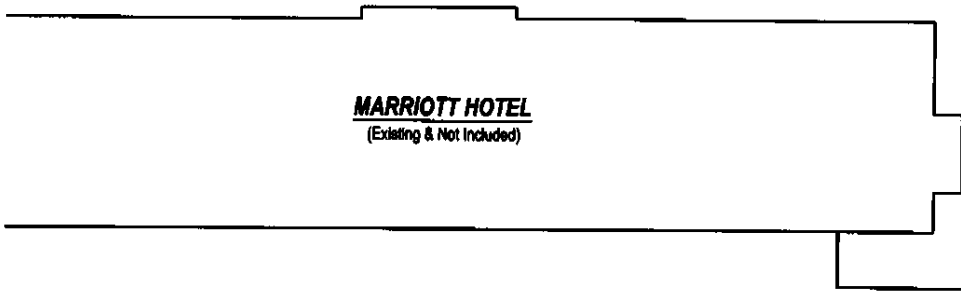
STATE STREET

A MIXED USE DEVELOPMENT  
SALT LAKE CITY, UTAH

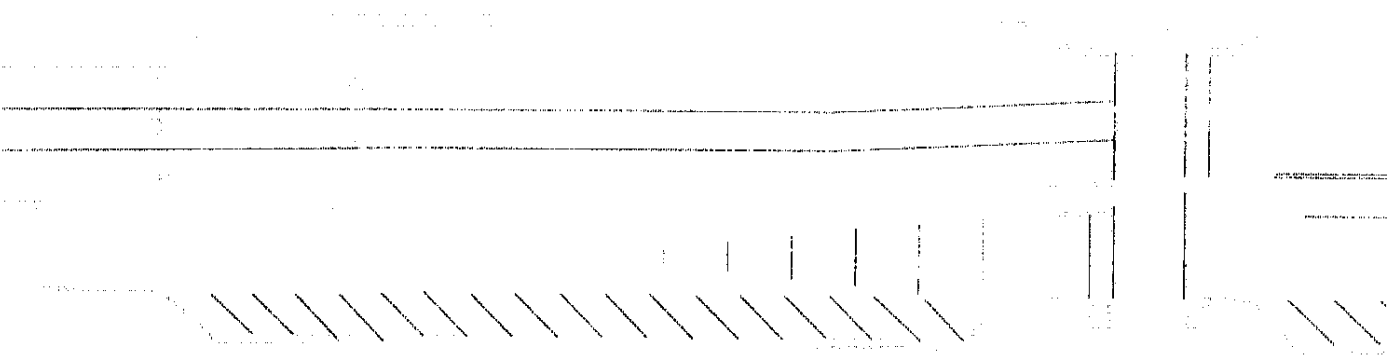
AL EASEMENT AGREEMENT

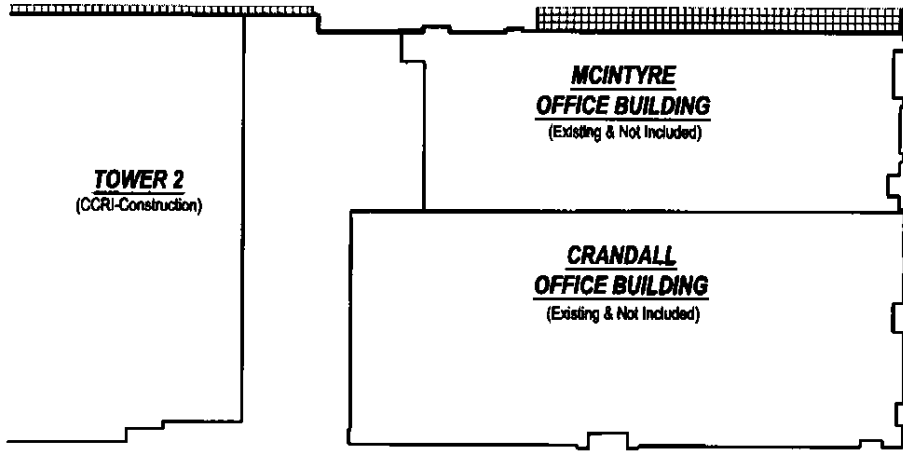
Draft: 3/3/09  
Issued: 4/26/09  
Revised: 6/17/10





(cc)

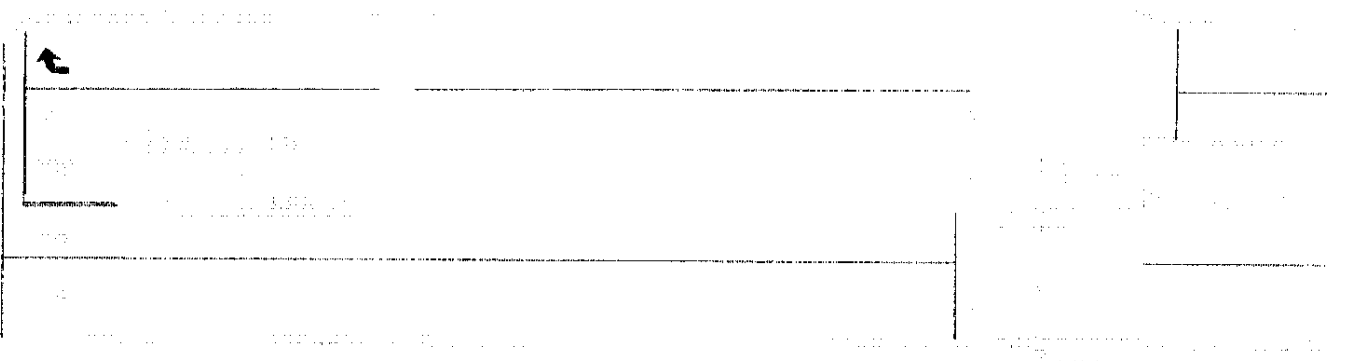
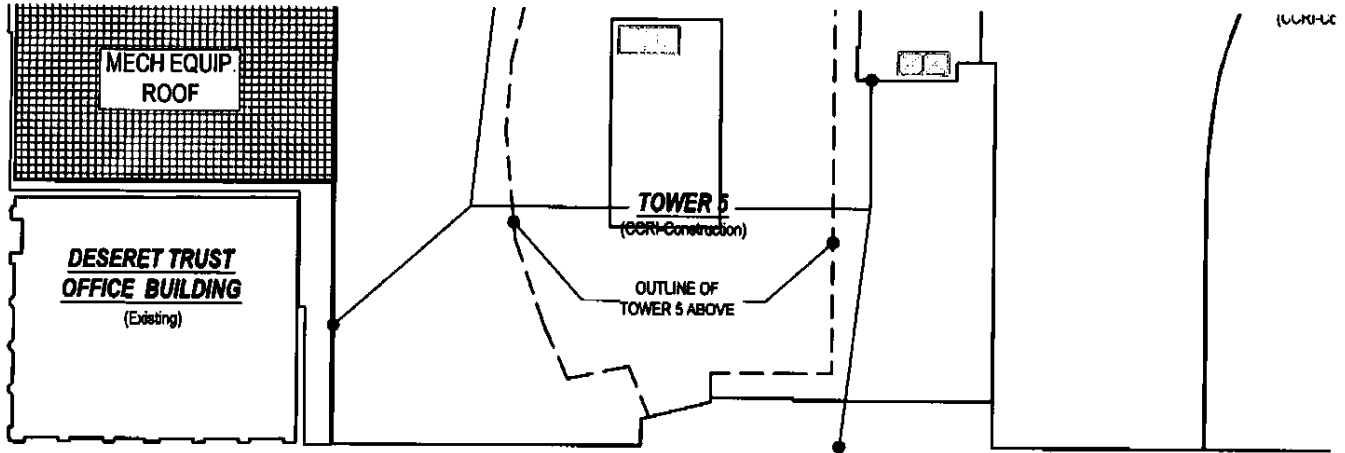




100 SOUTH STREET

LEGEND



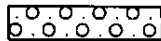


**END**

AREAS



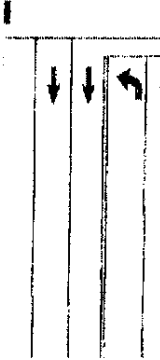
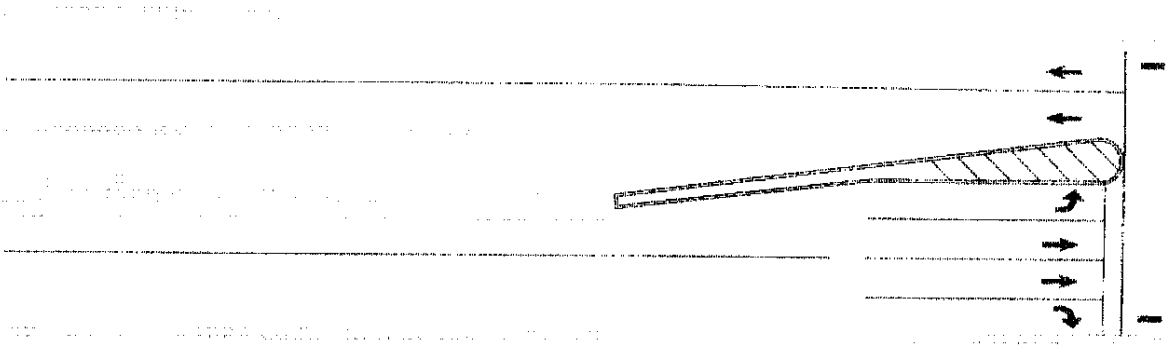
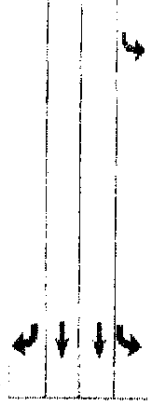
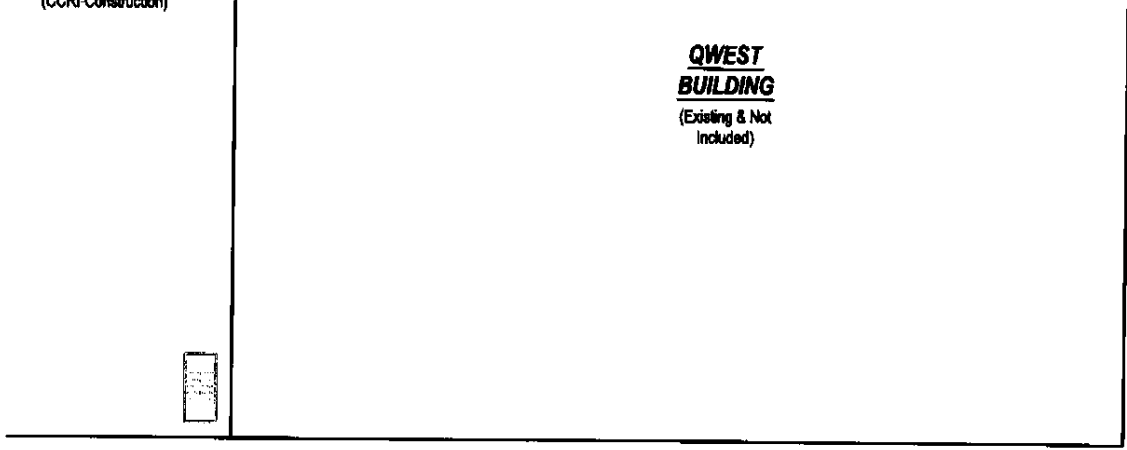
ROOF

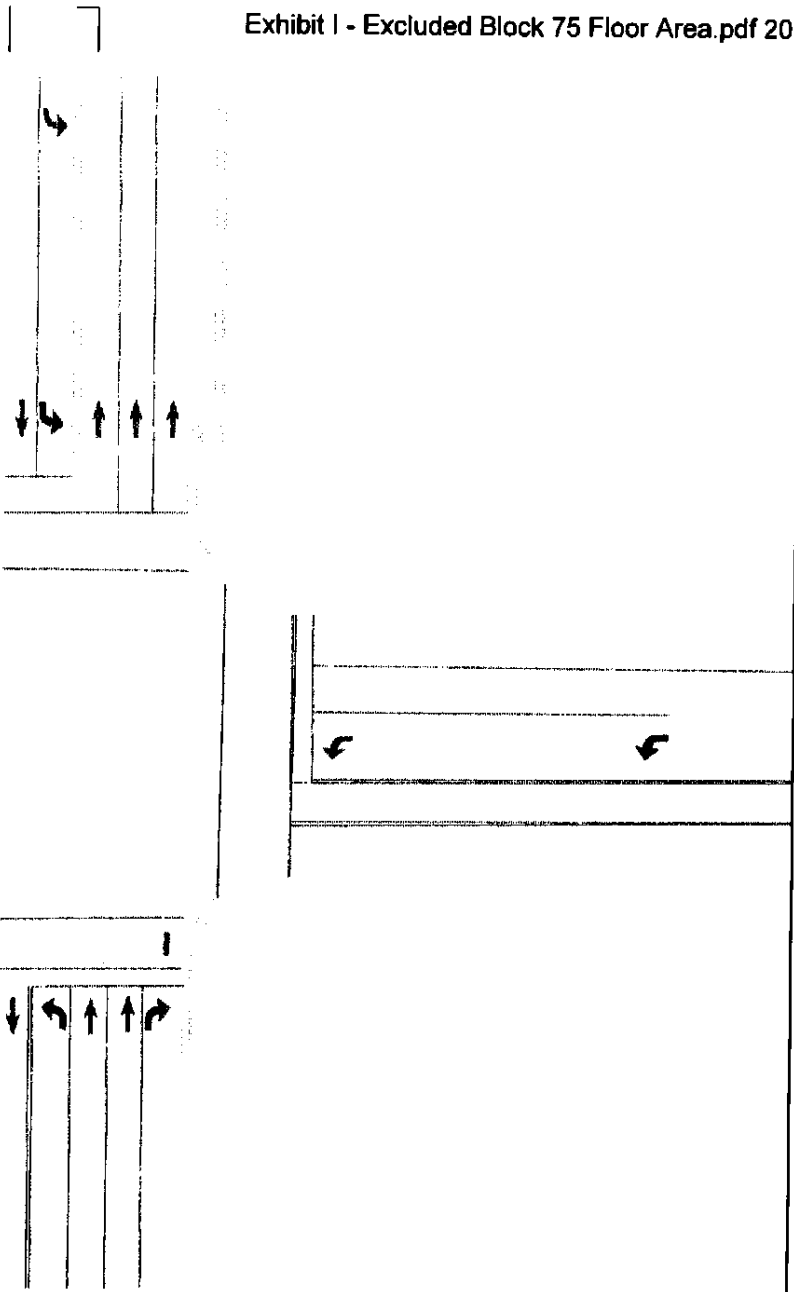


EXCLUDED FLOOR AREAS

(Work Construction)

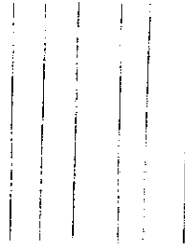
**QWEST**  
**BUILDING**  
(Existing & Not  
Included)





# CREEK CENTER

CONSTRUCTION, OPERATION AND RECIPROCAL  
EXCLUDED BLOCK 75 FLOOR AREA  
N - LEVEL 3



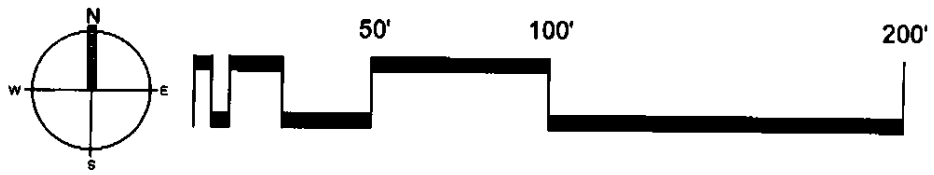
*These exhibits are based upon project plans by Hobbs + Black Associates current a. and base plans imported from other project Architects of Record current as of 11/18.*

rent as of 11/16/09  
11/18/09.

---









**CITY**

**EXHIBIT I: C  
EXCLUDED  
SITE PLAN.**

**SHEET**

**1 of 1**

AFFECTS THE FOLLOWING TAX ID NUMBERS, OR A PORTION THEREOF:

16-06-101-028-0000  
16-06-101-024-0000  
16-06-101-020-0000  
16-06-101-005-0000  
16-06-101-029-0000  
16-06-101-018-0000  
16-06-101-033-0000  
16-06-101-053-0000  
16-06-101-044-0000  
16-06-101-045-0000  
15-01-227-058-0000  
15-01-227-059-0000  
15-01-227-060-0000  
15-01-227-033-0000  
15-01-227-053-0000  
15-01-227-044-0000  
15-01-227-045-0000