

WHEN RECORDED, MAIL TO:
David E. Gee, Esq.
PARR BROWN GEE & LOVELESS
185 South State Street, Suite 800
Salt Lake City, Utah 84111

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07/18/2013 11:58 AM \$58.00
Book - 10160 Pg - 4498-4519
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
LANDMARK TITLE
BY: TNU, DEPUTY - WI 22 P. 22p

Parcel Nos.: 08-36-376-013; 08-36-376-014; 08-36-376-024;
08-36-376-026; 08-36-376-039; 15-01-176-019

**EASEMENT AGREEMENT
(Benefitting Gateway Office 5)**

THIS EASEMENT AGREEMENT (Benefitting Gateway Office 5) (the "Agreement") is made and entered into this 11th day of July, 2013, by and between BOYER GATEWAY HOTEL, L.C., a Utah limited liability company ("Gateway Hotel"), GATEWAY ASSOCIATES, LTD., a Utah limited partnership ("Gateway Associates"), GATEWAY OFFICE 4, L.C., a Utah limited liability company ("Gateway 4"), GATEWAY OFFICE 6, L.C., a Utah limited liability company ("Gateway 6", and together with Gateway Hotel, Gateway Associates and Gateway 4, collectively as the "Grantors" or individually as a "Grantor"), and GATEWAY OFFICE 5, L.C., a Utah limited liability company ("Gateway 5"), as grantee ("Grantee").

RECITALS

- A. Gateway Hotel owns a tract of real property located in Salt Lake County, State of Utah, the legal description of which is set forth on the attached Exhibit "A" (the "Gateway Hotel Tract").
- B. Gateway Associates owns two tracts of real property located in Salt Lake County, State of Utah, the legal descriptions of which are set forth on the attached Exhibit "B" (the "Associates Tracts"). Exhibit "B" separately identifies and defines the Associates Tracts as the Retail 2 Tract and the North Development and Parking Tract.
- C. Gateway 4 owns a tract of real property located in Salt Lake County, State of Utah, the legal description of which is set forth on the attached Exhibit "C" (the "Gateway 4 Tract").
- D. Gateway 5 owns a tract of real property located in Salt Lake County, State of Utah, the legal description of which is set forth on the attached Exhibit "D" (the "Gateway 5 Tract").
- E. Gateway 6 owns a tract of real property located in Salt Lake County, State of Utah, the legal description of which is set forth on the attached Exhibit "E" (the "Gateway 6 Tract").
- F. The Grantors agree to grant an easement to Grantee for the benefit of the Gateway 5 Tract for ingress and egress of pedestrians and vehicles upon the terms and conditions set forth in this Agreement across those portions of certain Circulation Roads (as defined below) which are located on the Gateway Hotel Tract, Associates Tracts, Gateway 4 Tract and the Gateway 6 Tract.
- G. The Grantee agrees to use the easement for the purposes stated herein and subject to the terms hereof.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors and Grantee, intending to be legally bound and intending that the burdens by this Agreement run with, and burden the Burdened Tracts (as such term is defined below), hereby agree as follows:

1. Definitions. Certain capitalized terms have been defined above in this Agreement. In addition to those terms, the following terms shall have the meanings set forth:

(a) **“50 North Street”** means the private road which runs from 400 West Street to 500 West Street which is defined in that certain North Temple Frontage Road Grant of Easement dated December 23, 1999, which was recorded January 13, 2000 as Entry No. 7553965, in Book 8336, at Page 1263, as corrected in an Affidavit recorded August 7, 2000 as Entry No. 7693049, in Book 8379, at Page 5484, in the Official Records, and as amended, supplemented and otherwise affected by that certain instrument entitled “First Amendment To North Temple Frontage Road Grant Of Easement”, recorded May 6, 2005 as Entry No. 9370279, in Book 9128, at Page 466 of the Official Records, and by that certain instrument entitled “Joint Omnibus Amendment To Project Agreements”, recorded April 22, 2013 as Entry No. 11622651, in Book 10129, at Page 5760 of the Official Records.

(b) **“Benefitted Persons”** means:

(i) The Owner of the Benefitted Tract;

(ii) Any Occupant of the Benefitted Tract; and

(iii) The guests, customers, agents, employees, licensees or invitees of any Owner or Occupant described in subsections (i) and (ii).

(c) **“Benefitted Tract”** means the Gateway 5 Tract.

(d) **“Burdened Tracts”** means, collectively, the Gateway Hotel Tract, the Associates Tracts, the Gateway 4 Tract and the Gateway 6 Tract.

(e) **“Circulation Roads”** means Rio Grande Street and 50 North Street.

(f) **“Claims”** means any and all claims, liens, demands, causes of action, controversies, offsets, obligations, losses, damages and liabilities of every kind and character whatsoever, including, without limitation, any action, omission, misrepresentation or other basis for liability founded either in tort, contract or otherwise and the duties arising thereunder, whether known or unknown, whether anticipated or unanticipated, whether in law or in equity, whether liquidated or unliquidated, contingent or otherwise.

(g) **“Governmental Authorities”** means all governmental or quasi-governmental units, commissions, councils, boards, agencies, staffs or similar bodies having jurisdiction over a Tract or its use, operation, maintenance or development.

(h) **“Governmental Requirements”** means all laws, ordinances, rules, requirements, resolutions, policy statements and regulations of Governmental Authorities bearing on the construction, alteration, rehabilitation, maintenance, use, operation or sale of a Tract.

(i) **“Mortgage”** means a recorded mortgage, deed of trust or other security agreement creating a lien on any Tract or portion of a Tract.

(j) **“Mortgagee”** means the mortgagee, beneficiary or other secured party under a Mortgage.

(k) **“Occupant”** means any person that, by virtue of a contract to purchase, a lease, a rental arrangement, a license or any other instrument, agreement, contract, document, understanding or arrangement is entitled to or does occupy, possess or use a designated Tract or portion of a Tract.

(l) **“Owner”** means the Person that, at the time concerned, is the owner of record in the office of the County Recorder of Salt Lake County, Utah of a fee or an undivided fee interest in any Tract, or portion of a Tract. In the event there is more than one Owner of the Tract involved at the time concerned, the liability of each such Owner for performance or compliance with the applicable provisions of this Agreement with respect to such Owner shall be joint and several. Notwithstanding any applicable theory relating to a mortgage, deed of trust, or like instrument, the term “Owner” shall not mean or include a mortgagee, beneficiary, trustee or other secured party unless and until such Person has acquired fee title pursuant to foreclosure, trustee’s sale or any arrangement or proceeding in lieu thereof. A ground lessee or other long term tenant shall not be deemed to be an Owner for purposes of this Agreement.

(m) **“Person”** means a natural person or a legal entity.

(n) **“Rio Grande Street”** means that street which runs north and south between 200 South Street and 50 North Street, which is described in that certain Rio Grande Street Grant of Easement dated January 3, 2000, which was recorded January 13, 2000 as Entry No. 7553963, in Book 8336, at Page 1217, as corrected by an Affidavit recorded August 7, 2000 as Entry No. 7693049, in Book 8379, at Page 5484, all of the Official Records, and as amended, supplemented and otherwise affected by that certain instrument entitled "First Amendment To Rio Grande Street Grant Of Easement", recorded May 6, 2005 as Entry No. 9370280, in Book 9128, at Page 481 of the Official Records, and by that certain instrument entitled "Second Amendment to Rio Grande Street Grant Of Easement", recorded December 20, 2007 as Entry No. 10305320, in Book 9550, at Page 5547 of the Official Records, and by that certain instrument entitled “Joint Omnibus Amendment To Project Agreements”, recorded April 22, 2013 as Entry No. 11622651, in Book 10129, at Page 5760 of the Official Records.

(o) **“Tract”** means the Burdened Tracts or the Benefitted Tract as a whole or any of the individual tracts which collectively comprise the Burdened Tracts.

2. Grant of Easement. Each Grantor for itself hereby grants, conveys, creates and establishes for the benefit of the Benefitted Persons of the Benefitted Tract the following easements on, over and across the Burdened Tracts:

(a) Non-exclusive perpetual easements across the portion of the Circulation Roads located within each Grantor's Burdened Tract, for the purpose of pedestrian traffic of the Benefitted Persons of the Benefitted Tract over the sidewalks and other areas designed, constructed or designated as pedestrian walkways now or hereafter located on such portion of the Circulation Roads.

(b) Non-exclusive perpetual easements across that portion of the Circulation Roads located within each Grantor's Burdened Tract, for the purpose of furnishing access for the vehicles of the Benefitted Persons of the Benefitted Tract over such portion of the Circulation Roads.

3. Maintenance and Repair.

(a) Grantors, at no expense to Grantee, shall maintain (or cause to be maintained) the portion of the Circulation Roads that are located on their respective Burdened Tracts in good condition and repair and shall promptly repair (or cause to be repaired) any damage to the Circulation Roads.

(b) Grantors covenant and agree that the portion of the Circulation Roads that are located on their respective Burdened Tracts will remain open except for periods required for repair and maintenance or to prevent a public dedication.

4. Title and Mortgage Protection.

(a) Grantors and Grantee each covenant with respect to its Tract that the rights and obligations created by this Agreement are and shall be superior in right and title to the claims of any Mortgagee of such Tract.

(b) No amendment to this Agreement shall in any way affect the rights of any Mortgagee holding a Mortgage that is in effect at the time of the amendment or the rights of any successor in interest or title to such Mortgagee, either before or after such Mortgagee or its successor enters into possession or acquires title pursuant to foreclosure, trustee's sale or any arrangement or proceeding in lieu thereof, unless such Mortgagee consents in writing to such amendment.

(c) A breach of any of the covenants, provisions, or requirements of this Agreement shall not result in any forfeiture or reversion of title or of any other interest in a Tract. A breach of any of the covenants, provisions, or requirements of this Agreement shall not defeat, impair or render invalid the lien of or other rights of a Mortgagee under any Mortgage. Unless and until it enters into possession or acquires title pursuant to foreclosure, trustee's sale or any arrangement or proceeding in lieu thereof, a Mortgagee shall have no obligation to take any action to comply

with, and may not be compelled to take any action to comply with, any of the covenants, provisions, or requirements of this Agreement.

5. Amendment or Termination; Duration of Agreement. This Agreement may be amended or terminated only by an instrument filed for record in the office of the County Recorder of Salt Lake County, Utah that is executed by all of the Owners of all the Tracts. The term of this Agreement is perpetual; this Agreement shall be and remain in force and effect until terminated pursuant to this Section.

6. Covenants to Run with Land. This Agreement and the easements and covenants created by this Agreement constitute covenants running with the land with respect to each of the Tracts, and shall be binding upon and shall inure to the benefit of each Owner of a Tract and other Person who acquires or comes to have any interest in a Tract, and their respective grantees, transferees, lessees, heirs, devisees, personal representatives, successors, and assigns. This Agreement and all of the easements, covenants, provisions, and requirements of this Agreement shall also inure to the benefit of the Owner of any interest in each Tract owning or occupying any portion of a Tract and, to the extent specified in this Agreement, the Benefitted Persons of such Tract. Each Owner shall comply with, and all interests in all Tracts shall be subject to, the terms of this Agreement. By acquiring, in any way coming to have an interest in a Tract, the party so acquiring, coming to have such interest in a Tract, shall be deemed to have consented to, and shall be bound by, each and every provision of this Agreement.

7. Enforcement. The Owner of the Benefitted Tract shall have the sole right to enforce, through any permitted proceeding at law or in equity, the terms, provisions, rights, obligations, restrictions, covenants and requirements of this Agreement. Any failure to insist upon the strict performance of or compliance with any of the terms, provisions, rights, obligations, restrictions, covenants and requirements of this Agreement shall not result in or be construed to be an abandonment or termination of this Agreement or any waiver of the right to insist upon such performance or compliance with the terms, provisions, rights, obligations, restrictions, covenants and requirements of this Agreement in the future. No Owner of a Burdened Tract shall have the right to enforce this Agreement.

8. Effective Date. This Agreement, and any amendment or termination of this Agreement, shall take effect upon its being filed for record in the office of the County Recorder of Salt Lake County, Utah.

9. Titles, Captions and References. All section titles or captions in this Agreement are for convenience of reference only, shall not be deemed part of this Agreement and in no way define, limit, extend or describe the scope or intent of any provisions of this Agreement. When this Agreement refers to a Section by number or other designation, such reference shall be deemed to be to the correspondingly numbered Section of this Agreement unless the context clearly refers to another agreement, document or instrument.

10. Pronouns and Plurals. Whenever the context may require, any pronoun used in this Agreement shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns, pronouns and verbs shall include the plural and vice versa.

11. Applicable Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Utah, without reference to its choice of law rules.

12. Counterparts. This Agreement may be executed in any number of counterparts. Each such counterpart of this Agreement shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement.

13. Exhibits. All exhibits attached to or otherwise referenced in this Agreement are expressly made a part of this Agreement as fully as though completely set forth in this Agreement.


14. Time of Essence. Time is of the essence in respect of this Agreement.

*(Remainder of page intentionally left blank)
Signatures appear on following page*

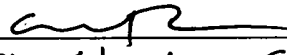
IN WITNESS WHEREOF, Grantor has executed this Agreement effective as of the date first written above.

BOYER GATEWAY HOTEL, L.C., a Utah limited liability company, by its Managers:

THE BOYER COMPANY, L.C., a Utah limited liability company

By: 
Name: Don Good
Its: Manager


GARDNER PROPERTY HOLDINGS, L.C., a Utah limited liability company

By: 
Name: Christina Gardner
Its: manager

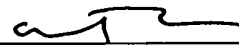
GATEWAY ASSOCIATES, LTD., a Utah limited partnership, by its general partner:

BOYER GATEWAY, L.C., a Utah limited liability company, by its Managers:

THE BOYER COMPANY, L.C., a Utah limited liability company


By: 
Name: Don Good
Its: Manager

GARDNER PROPERTY HOLDINGS, L.C., a Utah limited liability company

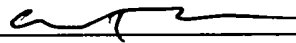
By: 
Name: Christina Gardner
Its: manager

GATEWAY OFFICE 4, L.C., a Utah limited liability company, by its Managers:

THE BOYER COMPANY, L.C., a Utah limited liability company


By: 
Name: Dan Guy
Its: Manager

GARDNER PROPERTY HOLDINGS, L.C., a Utah limited liability company

By: 
Name: Charles Gardner
Its: Manager

GATEWAY OFFICE 6, L.C., a Utah limited liability company, by its Manager:

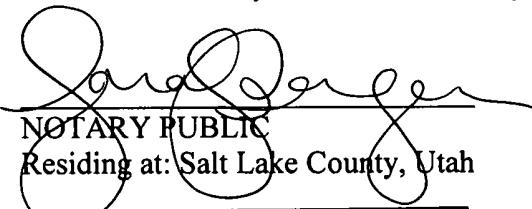
THE BOYER COMPANY, L.C., a Utah limited liability company

By: 
Name: Dan Guy
Its: Manager

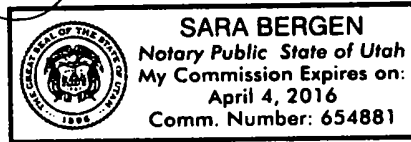
STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 12th day of July, 2013 by Devon Glenn, a Manager of THE BOYER COMPANY, L.C., a Utah limited liability company, which is a Manager of BOYER GATEWAY HOTEL, L.C., a Utah limited liability company.

In witness whereof I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.


NOTARY PUBLIC
Residing at: Salt Lake County, Utah

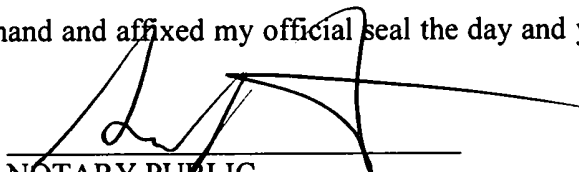
My Commission Expires:
April 4, 2016



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

The foregoing instrument was acknowledged before me this 12 day of July, 2013 by CHRISTIAN GARDNER, a Manager of GARDNER PROPERTY HOLDINGS, L.C., a Utah limited liability company, which is a Manager of BOYER GATEWAY HOTEL, L.C., a Utah limited liability company.

In witness whereof I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.


NOTARY PUBLIC
Residing at: Salt Lake County, Utah



My Commission Expires:



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

Personally appeared before me, the undersigned authority in and for the said county and state, on this 12th day of July, 2013, within my jurisdiction, the within named Devon Glenn, who acknowledged to me that he is a Manager of THE BOYER COMPANY, L.C., a Utah limited liability company, which is the Manager of BOYER GATEWAY, L.C. which is the general partner of GATEWAY ASSOCIATES, LTD., a Utah limited partnership, and that for and on behalf of said partnership, and as its act and deed, he executed the above and foregoing instrument.

My Commission Expires:
April 4, 2016



NOTARY PUBLIC
Residing at: Salt Lake County, Utah


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

The foregoing instrument was acknowledged before me this 12 day of JULY, 2013 by CHRISTIAN GARDNER, a Manager of GARDNER PROPERTY HOLDINGS, L.C., a Utah limited liability company, which is a Manager of BOYER GATEWAY HOTEL, L.C., a Utah limited liability company.

In witness whereof I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

My Commission Expires:


NOTARY PUBLIC
Residing at: Salt Lake County, Utah



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

Personally appeared before me, the undersigned authority in and for the said county and state, on this 12th day of July, 2013, within my jurisdiction, the within named Devon Glenn, who acknowledged to me that he is a Manager of THE BOYER COMPANY, L.C., a Utah limited liability company, a Manager of GATEWAY OFFICE 4, L.C., a Utah limited liability company, and that for and on behalf of said limited liability company, and as its act and deed, he executed the above and foregoing instrument.

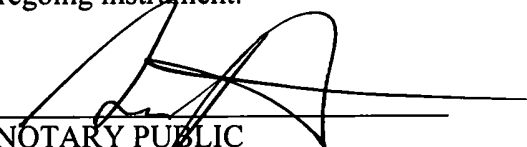
My Commission Expires:
April 4, 2016


NOTARY PUBLIC
Residing at: Salt Lake County, Utah


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

Personally appeared before me, the undersigned authority in and for the said county and state, on this 12 day of JULY, 2013, within my jurisdiction, the within named CHRISTIAN GARDNER, who acknowledged to me that he is a Manager of GARDNER PROPERTY HOLDINGS, L.C., a Utah limited liability company, a Manager of GATEWAY OFFICE 4, L.C., a Utah limited liability company, and that for and on behalf of said limited liability company, and as its act and deed, he executed the above and foregoing instrument.

My Commission Expires:



NOTARY PUBLIC
Residing at: Salt Lake County, Utah

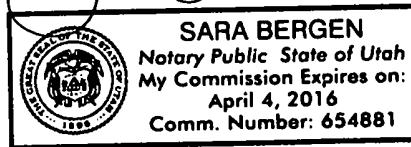


STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

Personally appeared before me, the undersigned authority in and for the said county and state, on this 12th day of July, 2013, within my jurisdiction, the within named Devon Glenn, who acknowledged to me that he is a Manager of THE BOYER COMPANY, L.C., a Utah limited liability company, the Manager of GATEWAY OFFICE 6, L.C., a Utah limited liability company, and that for and on behalf of said limited liability company, and as its act and deed, he executed the above and foregoing instrument.

My Commission Expires:
April 4, 2016


NOTARY PUBLIC
Residing at: Salt Lake County, Utah



IN WITNESS WHEREOF, Grantee has executed this Agreement effective as of the date first written above:

GATEWAY OFFICE 5, L.C., a Utah limited liability company, by its Manager:

THE BOYER COMPANY, L.C., a Utah limited liability company

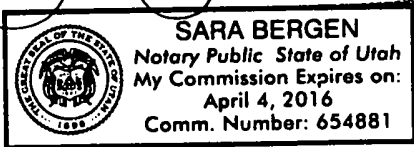
By: [Signature]
Name: Devon Glenn
Its: Kloney

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

Personally appeared before me, the undersigned authority in and for the said county and state, on this 12th day of July, 2013, within my jurisdiction, the within named Devon Glenn, who acknowledged to me that he is a Manager of THE BOYER COMPANY, L.C., a Utah limited liability company, the Manager of GATEWAY OFFICE 5, L.C., a Utah limited liability company, and that for and on behalf of said limited liability company, and as its act and deed, he executed the above and foregoing instrument.

My Commission Expires:
April 4, 2016

[Signature]
NOTARY PUBLIC
Residing at: Salt Lake County, Utah

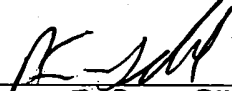



CONSENT OF LIENHOLDER
TO
EASEMENT AGREEMENT (Benefitting Gateway Office 5)
(Gateway Office 4 Tract)

Allstate Life Insurance Company, an Illinois insurance company (the "Lender"), hereby acknowledges and consents to the recording of this EASEMENT AGREEMENT (Benefitting Gateway Office 5) (the "Agreement") and subordinates the lien of that certain Amended and Restated Deed of Trust, Assignment of Leases, Rents and Contracts, Security Agreement and Fixture Filing dated as of June 27, 2007 executed by Gateway Office 4, L.C., a Utah limited liability company in favor of Landmark Title Company, a Utah corporation, as trustee for the benefit of the Lender recorded in the Official Records of Salt Lake County, Utah (the "Official Records"), on July 3, 2007 as Entry No. 10152595 in Book 9486, beginning at Page 8625 (as amended, the "Deed of Trust") to the Agreement. Such subordination is intended to ensure that after any foreclosure of the Deed of Trust the parties to the Agreement, and their respective successors and assigns, shall have the rights granted in the Agreement. Such subordination shall not be construed as a release of the collateral secured by the Deed of Trust or a subordination of the Deed of Trust as to any other recorded interest in the property secured by the Deed of Trust.

DATED: July 17, 2013.

ALLSTATE LIFE INSURANCE COMPANY, an Illinois insurance company

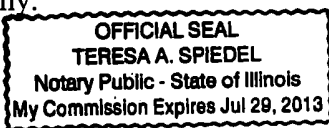
By: 
Name: P. Sean Giblin
Title: Authorized Signatory

By: 
Name: Emily Franks
Title: Authorized Signatory




State of Illinois
: ss.
County of Cook)

The foregoing instrument was acknowledged before me on July 18, 2013, by P. Sean Giblin and Emily Franks, the Authorized Signatory and Authorized Signatory of ALLSTATE LIFE INSURANCE COMPANY, an Illinois insurance company.



7/29/13


Notary Public

**CONSENT OF LIENHOLDER
TO
EASEMENT AGREEMENT (Benefitting Gateway Office 5)**

(Gateway Hotel Tract)

Wells Fargo Bank, National Association, a national banking association (the “Lender”), hereby acknowledges and consents to the recording of this EASEMENT AGREEMENT (Benefitting Gateway Office 5) (the “Agreement”) and subordinates the lien of that certain Construction Deed of Trust with Absolute Assignment of Leases and Rents, Security Agreement and Fixture Filing dated as of July 21, 2008 executed by Boyer Gateway Hotel, L.C., a Utah limited liability company in favor of Landmark Title Company, a Utah corporation, as trustee for the benefit of the Lender recorded in the Official Records of Salt Lake County, Utah (the “Official Records”), on July 31, 2008 as Entry No. 10489727 in Book 9631, beginning at Page 4276 (as amended, the “Deed of Trust”) to the Agreement. Such subordination is intended to ensure that after any foreclosure of the Deed of Trust the parties to the Agreement, and their respective successors and assigns, shall have the rights granted in the Agreement. Such subordination shall not be construed as a release of the collateral secured by the Deed of Trust or a subordination of the Deed of Trust as to any other recorded interest in the property secured by the Deed of Trust.

DATED: July 12, 2013.

WELLS FARGO BANK, NATIONAL ASSOCIATION,
a national banking association

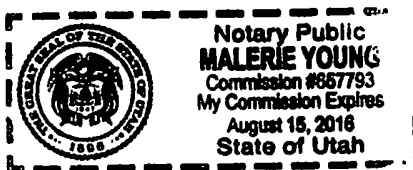
By: *Michael W. Asay*
Name: Michael W. Asay
Title: V.P.

State of Utah)
 : ss.
County of Salt Lake

The foregoing instrument was acknowledged before me on July 12, 2013, by Michael W. Asay, the V.P. of WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association.

Malerie Young
Notary Public

My Commission Expires: 8/15/16



CONSENT OF LIENHOLDER
TO
EASEMENT AGREEMENT (Benefitting Gateway Office 5)
(Retail Phase 2 Parcel, which is one of the "Associates Tracts")

Wells Fargo Bank, National Association, a national banking association (the "Lender"), hereby acknowledges and consents to the recording of this EASEMENT AGREEMENT (Benefitting Gateway Office 5) (the "Agreement") and subordinates the lien of that certain Construction Deed of Trust with Absolute Assignment of Leases and Rents, Security Agreement and Fixture Filing dated as of June 6, 2005 executed by Gateway Associates, L.C., a Utah limited liability company in favor of Landmark Title Company, a Utah corporation, as trustee for the benefit of the Lender recorded in the Official Records of Salt Lake County, Utah (the "Official Records"), on June 23, 2005 as Entry No. 9413044 in Book 9149, beginning at Page 2756 (as amended, the "Deed of Trust") to the Agreement. Such subordination is intended to ensure that after any foreclosure of the Deed of Trust the parties to the Agreement, and their respective successors and assigns, shall have the rights granted in the Agreement. Such subordination shall not be construed as a release of the collateral secured by the Deed of Trust or a subordination of the Deed of Trust as to any other recorded interest in the property secured by the Deed of Trust.

DATED: July 12, 2013.

WELLS FARGO BANK, NATIONAL ASSOCIATION,
a national banking association

By: *Michael W. Asay*
Name: Michael W. Asay
Title: V.P.

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

The foregoing instrument was acknowledged before me on July 12, 2013, by Michael W. Asay, the V.P. of WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association.

Malerie Young
Notary Public

My Commission Expires: 8/15/16

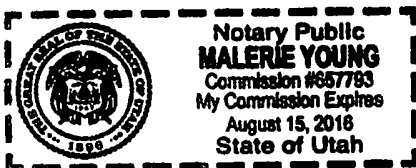


EXHIBIT "A"
TO
EASEMENT AGREEMENT

Legal Description of the Gateway Hotel Tract.

A PARCEL OF LAND LOCATED IN THE CITY OF SALT LAKE, SALT LAKE COUNTY, UTAH, WITHIN LOTS 6 AND 7, AND A PORTION OF LOT 8, OF BLOCK 83, PLAT "A", SALT LAKE CITY SURVEY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING at a point on the Northerly line of the Boyer Gateway Subdivision Plat as recorded with the Salt Lake County Recorder's Office in Book 2001P of Plats, at Page 37, said point being South 00°01'25" East 24.26 feet from the Southeast corner of Lot 7, Block 83, Plat "A", Salt Lake City Survey, and running thence South 89°58'47" West along said Northerly line 164.96 feet to the Easterly line of said Boyer Gateway Subdivision Plat; thence North 00°00'44 West along said Easterly line 344.00 feet to the South line of a portion of land dedicated to the off-ramp for North Temple Street overpass by that certain Quitclaim Deed recorded September 19, 1973 as Entry No. 2570352, in Book 3421 at Page 376, of the Official Records of the Salt Lake County Recorder; thence along said South line the following two (2) courses: (1) North 89°58'38" East 133.89 feet (previous deeds of record read North 89°58'50" East 133.96 feet) to the point of curvature, (2) Southeasterly along the arc of a 64.17 foot radius curve to the right through a central angle of 28°53'12", a distance of 32.35 feet (chord bears South 75°38'45" East 32.00 feet), to a point on the Easterly line of Block 83, Plat "A", Salt Lake City Survey; thence South 00°01'25" East along the Easterly line of said Block 83, 336.02 feet to the point of BEGINNING.

EXCEPTING THEREFROM the following described land conveyed to Salt Lake City Corporation pursuant to that certain Special Warranty Deed recorded April 28, 2009 as Entry No. 10685299, in Book 9715, at Page 167 of the Official Records of the Salt Lake County Recorder:

BEGINNING AT A POINT SOUTH 00°01'25" EAST 24.26 FEET FROM THE SOUTHEAST CORNER OF LOT 7, BLOCK 83, PLAT A, SALT LAKE CITY SURVEY, AND RUNNING THENCE NORTH 00°01'25" WEST ALONG THE EASTERLY LINE OF SAID BLOCK 83, 336.02 FEET TO A POINT ON THE ARC OF A 64.17 FOOT NON TANGENT RADIUS CURVE TO THE RIGHT (CENTER BEARS SOUTH 28°51'50" WEST); THENCE SOUTHEASTERLY ALONG THE ARC OF SAID 64.17 FOOT RADIUS CURVE THROUGH A CENTRAL ANGLE OF 61°06'45" A DISTANCE OF 68.44 FEET (CHORD BEARS SOUTH 30°34'47" EAST 65.25 FEET); THENCE SOUTH 00°01'25" EAST 5.36 FEET; THENCE NORTH 89°58'35" EAST 10.83 FEET; THENCE SOUTH 00°01'25" EAST 274.48 FEET; THENCE SOUTH 89°58'44" WEST 44.00 FEET TO THE POINT OF BEGINNING.

Tax Parcel No.: 08-36-376-024

EXHIBIT "B"
TO
EASEMENT AGREEMENT

Legal Description of Associates Tracts

NORTH DEVELOPMENT AND PARKING TRACT:

A portion of Lots 7A and 7B, **GATEWAY 6 SUBDIVISION AMENDING LOT 7 OF THE BOYER GATEWAY SUBDIVISION**, according to the official plat thereof, filed on December 23, 2008 as Entry No 10584220, in Book "2008P" of Plats, at Page 308 of the Official Records of the Salt Lake County Recorder, as modified by that certain Notice of Minor Routine & Uncontested Lot Line Adjustment Subdivision Approval recorded June 11, 2013 as Entry No. 11660889 in Book 10148 at Page 644 of the Official Records of the Salt Lake County Recorder, being more particularly described as follows:

Beginning at the Southwest corner of Lot 7A of **GATEWAY 6 SUBDIVISION AMENDING LOT 7 OF THE BOYER GATEWAY SUBDIVISION**, as recorded with the office of the Salt Lake County Recorder in Book 2008P at Page 308, and running thence Northerly along the Westerly line of said Lot 7A the following three courses: 1) North 406.25 feet, 2) North 89°59'06" East 12.00 feet, 3) North 80.00 feet to the Northwest corner of said Lot 7A; thence North 89°59'06" East along the Northerly line of said Lot 7A 422.35 feet to the Northeast corner of said Lot 7A; thence Southerly along the Easterly line of said Lot 7A the following two courses: 1) South 00°00'12" West 142.21 feet, 2) South 00°00'44" East 344.00 feet to the Southeast corner of said Lot 7A; thence South 89°58'47" West along the South line of said Lot 7A 57.69 feet to the Southeast corner of Lot 7B of said Subdivision; thence North along the East line of said Lot 7B 140.32 feet to the Northeast corner of said Lot 7B; thence West along the North line of said Lot 7B 252.78 feet; thence South 140.41 feet to a point on the South line of said Subdivision; thence South 89°58'47" West along said South line 123.95 feet to the point of beginning.

LESS AND EXCEPTING THEREFROM (i) the Property conveyed to SALT LAKE CITY CORPORATION, a Utah municipal corporation, in that certain Special Warranty Deed recorded April 22, 2013, as Entry No. 11622647, in Book 10129, at Page 5745 of the Official Records of the Salt Lake County Recorder, and (ii) the Property conveyed to SALT LAKE CITY CORPORATION, a Utah municipal corporation, in that certain Special Warranty Deed recorded April 22, 2013, as Entry No. 11622648, in Book 10129, at Page 5747 of the Official Records of the Salt Lake County Recorder.

FURTHER EXCEPTING THEREFROM the minerals and mineral rights reserved by UNION PACIFIC RAILROAD COMPANY, a Delaware corporation, in that certain Special Warranty Deed recorded December 24, 1998 as Entry No. 7202238, in Book 8208, at Page 2578 of the Official Records of the Salt Lake County Recorder, wherein GATEWAY ASSOCIATES, LTD., a Utah limited partnership, is the Grantee.

Tax Parcel No.: 08-36-376-039

RETAIL 2 TRACT:

LOT 6, Boyer Gateway Subdivision Plat, recorded in the office of the Salt Lake County Recorder on February 23, 2001, as Entry No. 7828967, in Book 2001P at Page 37 of Plats.

Tax Parcel No.: 08-36-376-013

EXHIBIT "C"
TO
EASEMENT AGREEMENT

Legal Description of Gateway 4 Tract

Lot 5, Boyer Gateway Subdivision Plat, recorded in the office of the Salt Lake County Recorder on February 23, 2001, as Entry No. 7828967, in Book 2001P at Page 37 of Plats.

Tax Parcel No.: 08-36-376-014

EXHIBIT "D"
TO
EASEMENT AGREEMENT

Legal Description of Gateway 5 Tract

Beginning at a point North 89°58'15" East along the southerly line of Lot 2, Block 65, Plat "A", Salt Lake City Survey, 59.77 feet from the Southwest corner of said Lot 2, and running thence North 00°00'23" West 165.04 feet to the northerly line of said Lot 2; thence North 89°58'15" East along said northerly line, 171.28 feet to a westerly boundary line of the Boundary Description set forth on the plat entitled "GATEWAY BLOCK C1-AMENDED" as recorded with the Salt Lake County Recorder's Office as Entry No. 11134755, in Book 2011P at Page 18; thence along said westerly boundary line South 00°00'06" East 64.55 feet; thence along a boundary line of said GATEWAY BLOCK C1-AMENDED North 89°58'15" East 35.08 feet to the westerly line of the new Rio Grande Street Easement (which point is also on a boundary line of said GATEWAY BLOCK C1-AMENDED); thence along the boundary line of said GATEWAY BLOCK C1-AMENDED South 00°00'06" East 100.48 feet to a point on the southerly line of said Lot 2; thence South 89°58'15" West along said southerly line 206.35 feet to the point of beginning.

Tax Parcel No.: 15-01-176-019

EXHIBIT "E"
TO
EASEMENT AGREEMENT

Legal Description of Gateway 6 Tract

A portion of Lot 7B, GATEWAY 6 SUBDIVISION AMENDING LOT 7 OF THE BOYER GATEWAY SUBDIVISION, according to the official plat thereof, filed on December 23, 2008 as Entry No 10584220, in Book "2008P" of Plats, at Page 308 of the Official Records of the Salt Lake County Recorder, as modified by that certain Notice of Minor Routine & Uncontested Lot Line Adjustment Subdivision Approval recorded June 11, 2013 as Entry No. 11660889 in Book 10148 at Page 644 of the Official Records of the Salt Lake County Recorder, being more particularly described as follows:

Beginning at the Southeast corner of Lot 7B of GATEWAY 6 SUBDIVISION AMENDING LOT 7 OF THE BOYER GATEWAY SUBDIVISION, as recorded with the office of the Salt Lake County Recorder in Book 2008P at Page 308, and running thence South 89°58'47" West along the South line of said Subdivision 252.78 feet; thence North 140.41 feet to a point on the currently platted North line of said Lot 7B; thence East along said North line 252.78 feet to the Northeast corner of said Lot 7B; thence South along the East line of said Lot 7B 140.32 feet to the point of beginning.

EXCEPTING THEREFROM the minerals and mineral rights reserved by UNION PACIFIC RAILROAD COMPANY, a Delaware corporation, in that certain Special Warranty Deed recorded December 24, 1998 as Entry No. 7202238, in Book 8208, at Page 2578 of the Official Records of the Salt Lake County Recorder, wherein GATEWAY ASSOCIATES, LTD., a Utah limited partnership, is the Grantee.

Tax Parcel No.: 08-36-376-026