

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

Great American Life Insurance Company  
c/o American Real Estate Capital  
Two Alhambra Plaza, Suite 1280  
Coral Gables, Florida 33134  
Attention: Karin Chan

11756770  
11/08/2013 12:07 PM \$32.00  
Book - 10191 Pg - 3351-3361  
GARY W. OTT  
RECORDER, SALT LAKE COUNTY, UTAH  
LANDMARK TITLE  
BY: ZJM, DEPUTY - WI 11 P.

(Space above this line for Recorder's use)

**SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT**

**THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT** (this "Agreement") is dated as of November 8, 2013, is made among **L-3 COMMUNICATIONS CORPORATION**, a Delaware Corporation ("Tenant"), **BOYER ONE AIRPORT BTS, L.C.**, a Utah limited liability company ("Landlord"), and **GREAT AMERICAN LIFE INSURANCE COMPANY**, an Ohio corporation ("Lender").

**RECITALS**

A. Lender has agreed to make available to Landlord ("Borrower") a loan in the maximum principal amount of \$14,000,000.00. Borrower has executed and delivered a promissory note evidencing the indebtedness incurred by Borrower (as the same may be amended, modified, increased, renewed or restated from time to time, and together with all renewal notes issued in respect thereof, the "Note"). Borrower's obligations under the Note are secured by, among other things, a Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing (as it may have been or may be from time to time renewed, extended, amended or supplemented, the "Security Instrument"), to be recorded in the Land Records of Salt Lake County, Utah, covering, among other property, the land (the "Land") described in Exhibit A to this Agreement and the improvements ("Improvements") on the Land (the Land and Improvements are collectively referred to as the "Premises").

B. Tenant is the tenant under that certain Lease Agreement dated as of April 11, 2012, between Tenant, as tenant and Landlord, as landlord (as it may from time to time be renewed, extended, amended or supplemented, the "Lease,"), covering the Premises.

C. The term "Landlord" as used in this Agreement means the current landlord under the Lease or, if the landlord's interest is transferred in any manner, the successors or assigns occupying the position of landlord under the Lease at the time in question.

NOW, THEREFORE, in consideration of the mutual agreements in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Subordination. Tenant acknowledges, confirms, agrees and covenants that the Lease and the rights of Tenant under the Lease, all of Tenant's right, title and interest in and to the property covered by the Lease, and any lease thereafter executed by Tenant covering any part of the Premises, are and shall be subject, subordinate and inferior to (a) the Security Instrument and the rights of Lender under the Security Instrument, and all right, title and interest of Lender in the Premises, and (b) all other security documents now or hereafter securing

payment of any indebtedness of the Landlord (or any prior landlord) to Lender which cover or affect the Premises (collectively, the “**Security Documents**”). This Agreement is not intended and shall not be construed to subordinate the Lease to any mortgage, deed of trust or other security document other than those referred to in the preceding sentence, securing the indebtedness to Lender. Without limitation of any other provision of this Agreement, Lender may, at its option and without joinder or further consent of Tenant, Landlord, or anyone else, at any time after the date of this Agreement, subordinate the lien of the Security Instrument (or any other lien or security interest held by Lender which covers or affects the Premises) to the Lease by executing an instrument that is intended for that purpose and that specifies such subordination. If Lender elects to subordinate the lien of the Security Instrument, Tenant will execute any documents required to evidence such subordination; *provided, however*, notwithstanding that the Lease may by unilateral subordination by Lender hereafter be made superior to the lien of the Security Instrument, the provisions of the Security Instrument relative to the rights of Lender with respect to proceeds arising from an eminent domain taking (including a voluntary conveyance by Landlord) and/or insurance payable by reason of damage to or destruction of the Premises shall at all times be prior and superior to and shall control over any contrary provisions in the Lease.

2. Non-Disturbance. Lender agrees that so long as the Lease is in full force and effect and Tenant is not in default in the payment of rent, additional rent or other payments or in the performance of any of the other terms, covenants or conditions of the Lease on Tenant’s part to be performed (beyond the period, if any, specified in the Lease within which Tenant may cure such default):

(a) Tenant’s possession of the Premises under the Lease upon the terms and conditions thereof shall not be disturbed or interfered with by Lender in the exercise of any of its rights under the Security Instrument, including any foreclosure or conveyance in lieu of foreclosure, and

(b) Lender will not join Tenant as a party defendant for the purpose of terminating Tenant’s interest and estate under the Lease in any proceeding for foreclosure of the Security Instrument, except to the extent it is necessary for Tenant to be joined in order to properly prosecute such foreclosure.]

3. Attornment.

(a) Tenant covenants and agrees that if the Security Instrument is foreclosed, whether by power of sale or by court action, or upon a transfer of the Premises by conveyance in lieu of foreclosure (the purchaser at foreclosure or the transferee in lieu of foreclosure, including Lender if it is the purchaser or transferee, is referred to as the “**New Owner**”) Tenant shall attorn to the New Owner as Tenant’s new landlord. Tenant further covenants and agrees that in such case the Lease shall continue in full force and effect as a direct lease between Tenant and New Owner upon all of the terms, covenants, conditions and agreements set forth in the Lease and this Agreement, other than provisions that are impossible for Lender to perform. Notwithstanding the foregoing, in no event shall the New Owner be:

(i) liable for any act, omission, default, misrepresentation, or breach of warranty, of any previous landlord (including Landlord) or obligations accruing prior to New Owner’s actual ownership of the Premises; provided that the foregoing shall not limit such New Owner’s obligations under the Lease to correct any conditions that (i) existed as of the date New Owner takes title to the Property and (ii) violate New Owner’s obligations as landlord under the Lease;

(ii) subject to any offset, recoupment, estoppel, defense, claim or counterclaim that Tenant might be entitled to assert against any previous landlord (including Landlord);

(iii) bound by any payment of rent, additional rent or other payments, made by Tenant to any previous landlord (including Landlord) for more than one (1) month in advance;

(iv) bound by any amendment, or modification of the Lease hereafter made, or consent, or acquiescence by any previous landlord (including Landlord) under the Lease to any assignment or sublease hereafter granted, without the written consent of Lender; or

(v) liable for any deposit that Tenant may have given to any previous landlord (including Landlord) that has not been transferred to New Owner.

(b) The provisions of this Agreement regarding attornment by Tenant shall be self-operative and effective without the necessity of execution of any new lease or other document on the part of any party to this Agreement or the respective heirs, legal representatives, successors or assigns of any such party. Tenant agrees, however, to execute and deliver at any time and from time to time, upon the request of Landlord or of any holder of any of the indebtedness or other obligations secured by the Security Instrument, any instrument or certificate which, in the reasonable judgment of Landlord or of such holder, may be necessary or appropriate in any such foreclosure proceeding or otherwise to evidence such attornment, including, if requested, a new lease of the Premises on the same terms and conditions as the Lease for the then unexpired term of the Lease.

4. Estoppel Certificate. Tenant agrees to execute and deliver from time to time, upon the request of Landlord or of any holder of any of the indebtedness or other obligations secured by the Security Instrument, a certificate regarding the status of the Lease, consisting of statements, if true (or if not, specifying why not), (a) that the Lease is in full force and effect, (b) the date through which rentals have been paid, (c) the date of the commencement of the term of the Lease, (d) the nature of any amendments or modifications of the Lease, (e) that no default, or state of facts which with the passage of time or notice (or both) would constitute a default, exists under the Lease, (f) no setoffs, recoupments, estoppels, claims or counterclaims exist against Landlord, and (g) such other matters as may be reasonably requested.

5. Acknowledgement and Agreement by Tenant. Tenant acknowledges and agrees as follows:

(a) Tenant acknowledges that Landlord will execute and deliver to Lender in connection with the financing or refinancing of the Premises an Assignment of Leases assigning absolutely the rent and all other sums due under the Lease as additional security. Tenant hereby expressly consents to such absolute assignment and agrees that such assignment shall, in all respects, be superior to any interest Tenant has in the Lease or all or any portion of the Premises, subject to the provisions of this Agreement. Tenant will not amend, alter, terminate, or waive any provision of, or consent to the amendment, alteration, termination or waiver of any provision of the Lease without the prior written consent of Lender, unless specifically provided for in the Lease. Tenant shall not prepay any rents or other sums due under the lease for more than one (1) month in advance of the due date therefor. Tenant acknowledges that Lender will rely upon this instrument in connection with such financing or refinancing.

(b) Lender, in making any disbursements to Landlord, is under no obligation or duty to oversee or direct the application of the proceeds of such disbursements, and such proceeds may be used by Landlord for purposes other than improvement of the Premises.

(c) From and after the date of this Agreement, in the event of any act or omission by Landlord which would give Tenant the right, either immediately or after the lapse of time, to terminate the Lease or to claim a partial or total eviction, Tenant will not exercise any such right (i) until it has given written notice of such act or omission to the Lender, and (ii) until the same period of time as is given to Landlord under the Lease to cure such act or omission shall have elapsed following such giving of notice to Lender and following the time when Lender shall have become entitled under the Security Instrument to remedy the same, but in any event thirty (30) days after receipt of such notice or such longer period of time as may be necessary to cure or remedy such default, act, or omission including such period of time necessary to obtain possession of the Premises and thereafter cure such default, act, or omission, during which period of time Lender shall be permitted to cure or remedy such default, act or omission. Notwithstanding the foregoing, and except as provided in Section 3(a)(i)

above, Lender shall have no duty or obligation to cure or remedy any breach or default. It is specifically agreed that Tenant shall not, as to Lender, anticipate or require cure of any such default that is personal to Landlord, and therefore not susceptible to cure by Lender.

(d) Tenant and Landlord hereby agree that if Lender notifies Tenant of a default under the Security Instrument, Note, or Security Documents and demands that Tenant pay its rent and all other sums due under the Lease directly to Lender, Tenant shall honor such demand and pay the full amount of its rent and all other sums due under the Lease directly to Lender, without offset, or as otherwise required pursuant to such notice beginning with the payment next due after such notice of default, without inquiry as to whether a default actually exists under the Security Instrument, Security Documents or otherwise in connection with the Note, and notwithstanding any contrary instructions of or demands from Landlord and Landlord hereby agrees that Tenant shall receive credit against rent due under the Lease for any such payments made to Lender.

(e) Tenant shall send a copy of any notice or statement under the Lease to Lender at the same time such notice or statement is sent to Landlord.

(f) Any and all rights of first refusal and/or options to purchase the Premises, or any portion of or any interest in the Premises, as set forth in the Lease or otherwise, are hereby acknowledged to be subject and subordinate to the Security Instrument. For avoidance of doubt, the parties acknowledge that Lender shall not be required to comply with such rights in connection with the exercise of its remedies under the Security Instrument, but that such rights would continue in full force and effect with respect to the New Owner.

(g) This Agreement satisfies any condition or requirement in the Lease relating to the granting of a non-disturbance agreement, and Tenant waives any requirement to the contrary in the Lease.

(h) Lender and any New Owner shall have no liability to Tenant or any other party for any conflict between the provisions of the Lease and the provisions of any other lease affecting the Premises, including, but not limited to, any provisions relating to exclusive or non-conforming uses or rights, renewal options and options to expand, and in the event of such a conflict, Tenant shall have no right to cancel the Lease or take any other remedial action against Lender or New Owner, or against any other party for which Lender or any New Owner would be liable.

(i) Lender and any New Owner shall have no obligation nor incur any liability with respect to the erection or completion of the improvements in which the Premises are located or for completion of the Premises or any improvements for Tenant's use and occupancy, either at the commencement of the term of the Lease or upon any renewal or extension of the Lease or upon the addition of additional space, pursuant to any expansion rights contained in the Lease.

(j) Lender and any New Owner shall have no obligation nor incur any liability with respect to any warranties of any nature whatsoever, whether pursuant to the Lease or otherwise, including, without limitation, any warranties respecting use, compliance with zoning, Landlord's title, Landlord's authority, habitability, fitness for purpose or possession.

(k) If Lender or any New Owner shall acquire title to the Premises, Lender or such New Owner shall have no obligation, nor incur any liability, beyond Lender's or New Owner's then equity interest, if any, in the Premises, and Tenant shall look exclusively to such equity interest of Lender or New Owner, if any, for the payment and discharge of any obligations imposed upon Lender or New Owner under this Agreement or under the Lease or for recovery of any judgment from Lender, or New Owner, and in no event shall Lender, New Owner, nor any of their respective officers, directors, shareholders, agents, representatives, servants, employees or partners ever be personally liable for such judgment.

(l) Nothing in this Agreement is intended, nor shall it be construed, to abridge or adversely affect any right or remedy of Landlord under the Lease in the event of any default by Tenant in the payment of rent and/or any other sums due under the Lease or in the performance of any of the other terms, covenants or conditions of the Lease on Tenant's part to be performed.

(m) Landlord has not agreed to any abatement of rent or other sums or period of "free rent" for the Premises unless same is specifically provided in the Lease, and Tenant agrees that if Lender or any New Owner becomes the owner of the Premises, no agreement for abatement of rent or any other sum not specifically provided in the Lease will be binding on Lender or New Owner.

(n) Tenant has never permitted, and will not permit, the generation, treatment, storage or disposal of any hazardous substance as defined under federal, state, or local law, on the Premises except for such substances of a type and only in a quantity normally used in connection with the occupancy or operation of buildings (such as nonflammable cleaning fluids and supplies normally used in the day to day operation of first class office building, which substances are being held, stored, and used in strict compliance with federal, state, and local laws. Tenant shall be solely responsible for and shall reimburse and indemnify Landlord, New Owner or Lender, as applicable, for any loss, liability, claim or expense, including without limitation, cleanup and all other expenses, including, without limitation, legal fees that Landlord, New Owner or Lender, as applicable, may incur by reason of Tenant's violation of the requirements of this Paragraph 5(n).

6. Acknowledgment and Agreement by Landlord. Landlord, as landlord under the Lease and grantor under the Security Instrument, acknowledges and agrees for itself and its heirs, representatives, successors and assigns: (a) that this Agreement does not constitute a waiver by Lender of any of its rights under the Security Instrument, Note, or Security Documents, or in any way release Landlord from its obligations to comply with the terms, provisions, conditions, covenants, agreements and clauses of the Security Instrument, Note, or Security Documents; (b) that the provisions of the Security Instrument, Note, or Security Documents remain in full force and effect and must be complied with by Landlord; and (c) that Tenant is hereby authorized to pay its rent and all other sums due under the Lease directly to Lender upon receipt of a notice as set forth in paragraph 5(d) above from Lender and that Tenant is not obligated to inquire as to whether a default actually exists under the Security Instrument, Security Documents or otherwise in connection with the Note. Landlord hereby releases and discharges Tenant from any liability to Landlord resulting from Tenant's payment to Lender in accordance with this Agreement. Landlord represents and warrants to Lender that a true and complete copy of the Lease has been delivered by Landlord to Lender.

7. Lease Status. Landlord and Tenant certify to Lender that neither Landlord nor Tenant has knowledge of any default on the part of the other under the Lease, that the Lease is bona fide and contains all of the agreements of the parties to the Lease with respect to the letting of the Premises and that all of the agreements and provisions contained in the Lease are in full force and effect.

8. Notices. All notices, requests, consents, demands and other communications required or which any party desires to give under this Agreement shall be in writing and shall be deemed sufficiently given or furnished if delivered by facsimile, by nationally recognized overnight delivery service with proof of delivery, or by registered or certified United States mail, postage prepaid, at the addresses specified below (unless changed by similar notice in writing given by the particular party whose address is to be changed) .

To Tenant:

L-3 Communications Corporation  
c/o L-3 Communications  
Communications Systems- West  
640 North 2200 West  
Salt Lake City, Utah 84116-0320  
Attention: Craig Gibson, Facilities/Security/ESH Director  
Facsimile: (801) 366-7176

With a copy to: L-3 Communications  
600 Third Avenue  
New York, NY 10016  
Attention: Sheila Sheridan, Vice President, Administration  
Facsimile: (212) 805-5477

To Landlord: Boyer One Airports BTS, L.C.  
c/o The Boyer Company, L.C.  
Attention: Jacob Boyer  
90 South 400 West, Suite 200  
Salt Lake City, Utah 84101  
Facsimile: (801) 521-4781

To Lender: Great American Life Insurance Company  
c/o American Real Estate Capital  
Two Alhambra Plaza, Suite 1280  
Coral Gables, Florida 33134  
Attention: Karin Chan  
Facsimile: (305) 447-0148

With a copy to: Blank Rome LLP  
One Logan Square  
Philadelphia, Pennsylvania 19103-6998  
Attention: Daniel Ivler, Esquire  
Facsimile: (215) 832-5470

Any such notice or communication shall be deemed to have been given either in the case of delivery service or mail, as of the date of first attempted delivery at the address and in the manner provided in this Agreement or, in the case of facsimile, upon receipt. Notwithstanding the foregoing, no notice of change of address shall be effective except upon receipt. This Paragraph 8 shall not be construed in any way to affect or impair any waiver of notice or demand provided in this Agreement or in the Lease or in any document evidencing, securing or pertaining to the loan evidenced by the Note or to require giving of notice or demand to or upon any person in any situation or for any reason.

9. Miscellaneous.

(a) This Agreement supersedes, and controls with respect to, any inconsistent provision of the Lease or any other agreement, express or implied, between Landlord and Tenant, and shall survive any termination of the Lease by operation of law following any foreclosure of the lien of the Security Instrument.

(b) Nothing contained in this Agreement shall be construed to derogate from or in any way impair, or affect the lien, security interest or provisions of the Security Instrument, Note, or Security Documents.

(c) This Agreement shall inure to the benefit of the parties, their respective successors and permitted assigns, and any New Owner, and its heirs, personal representatives, successors and assigns; *provided, however,* that If Lender assigns or transfers its interest, all obligations and liabilities of the assigning Lender under this Agreement shall terminate, and thereupon all such obligations and liabilities shall be the responsibility of the party to whom Lender's interest is assigned or transferred; and *provided, further,* that the interest of Tenant under this Agreement may not be assigned or transferred without the prior written consent of Lender.

(d) THIS AGREEMENT IS TO BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF OHIO WITHOUT RESPECT TO ANY OTHERWISE APPLICABLE CONFLICTS-OF-LAWS PRINCIPLES, BOTH AS TO INTERPRETATION AND PERFORMANCE, EXCEPT ONLY TO THE EXTENT, IF ANY, THAT THE LAWS OF THE STATE OF UTAH NECESSARILY CONTROL, AND THE PARTIES EXPRESSLY CONSENT AND AGREE TO THE NON-EXCLUSIVE JURISDICTION OF THE STATE AND FEDERAL COURTS HAVING JURISDICTION IN THE STATE OF OHIO AND TO THE LAYING OF VENUE IN OHIO, WAIVING ALL CLAIMS OR DEFENSES BASED ON LACK OF PERSONAL JURISDICTION, IMPROPER VENUE, INCONVENIENT FORUM OR THE LIKE. EACH PARTY HEREBY CONSENTS TO SERVICE OF PROCESS BY MAILING A COPY OF THE SUMMONS TO SUCH PARTY, BY CERTIFIED OR REGISTERED MAIL, POSTAGE PREPAID, TO SUCH PARTY'S ADDRESS SET FORTH IN PARAGRAPH 8 ABOVE.

(e) WAIVER OF TRIAL BY JURY. EACH PARTY HEREBY (A) COVENANTS AND AGREES NOT TO ELECT A TRIAL BY JURY OF ANY ISSUES TRIABLE OF RIGHT BY A JURY, AND (B) WAIVES ANY RIGHT TO TRIAL BY JURY FULLY TO THE EXTENT THAT ANY SUCH RIGHT SHALL NOW HEREAFTER EXIST. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS SEPARATELY GIVEN, KNOWINGLY AND VOLUNTARILY, BY EACH PARTY, AND THIS WAIVER IS INTENDED TO ENCOMPASS INDIVIDUALLY EACH INSTANCE AND EACH ISSUE AS TO WHICH THE RIGHT TO A JURY TRIAL WOULD OTHERWISE ACCRUE. EACH PARTY IS HEREBY AUTHORIZED AND REQUESTED TO SUBMIT THIS AGREEMENT TO ANY COURT HAVING JURISDICTION OVER THE SUBJECT MATTER AND THE PARTIES TO THIS AGREEMENT, SO AS TO SERVE AS CONCLUSIVE EVIDENCE OF THE FOREGOING WAIVER OF THE RIGHT TO JURY TRIAL. FURTHER, EACH PARTY HEREBY CERTIFIES THAT NO REPRESENTATIVE OR AGENT OF ANOTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WILL NOT SEEK TO ENFORCE THIS WAIVER OF RIGHT TO JURY TRIAL PROVISION.

(f) This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by each of the parties to this Agreement or their respective successors in interest.

(g) If any provision of the Agreement shall be held to be invalid, illegal, or unenforceable in any respect, the invalidity, illegality or unenforceability shall not apply to or affect any other provision of this Agreement, but this Agreement shall be construed as if such invalidity, illegibility, or unenforceability did not exist.

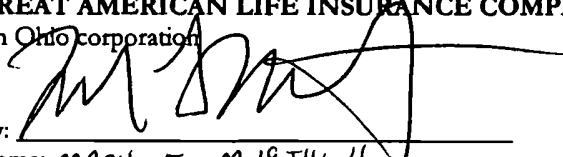
(h) If any bankruptcy proceedings shall hereafter commence with respect to Landlord, and if the Lease is rejected by the trustee pursuant to Section 365 of the United States Bankruptcy Code, Tenant agrees with Lender (i) not to treat such lease as terminated, and (ii) to remain in possession of the Premises.

**[SIGNATURES APPEAR ON FOLLOWING PAGE(S)]**

IN WITNESS WHEREOF, Lender has caused this Agreement to be duly executed as of the date first above written.

**LENDER:**

**GREAT AMERICAN LIFE INSURANCE COMPANY,**  
an Ohio corporation

By: 

Name: MARK F. MUETHING  
Title: Executive Vice President

STATE OF OHIO )  
COUNTY OF HAMILTON ) ss:

On this 29<sup>th</sup> day of ~~November~~ <sup>October</sup>, 2013, before me, the undersigned officer, personally appeared MARK F. MUETHING, personally known to me, or proved to me on the basis of satisfactory evidence, and who acknowledged that he is the authorized signatory for **GREAT AMERICAN LIFE INSURANCE COMPANY** and that as such officer, being duly authorized to do so pursuant to the company's bylaws or a resolution of its board of directors, executed, subscribed and acknowledged the foregoing instrument for the purposes therein contained, by signing the name of the company by himself in his authorized capacity as such officer, as his free and voluntary act and deed and the free and voluntary act and deed of the company.

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



Yvonne M. Amburn  
Notary Public  
My Commission Expires:  
7-19-15





IN WITNESS WHEREOF, Tenant has caused this Agreement to be duly executed as of the date first above written.

**TENANT:**

**L-3 COMMUNICATIONS CORPORATION**, a Delaware Corporation

By: Sheila Sheridan  
Name: Sheila Sheridan  
Title: Vice President

**ACKNOWLEDGMENT**

STATE OF New York )  
 ) ss:  
COUNTY OF New York )

On this 1 day of November, 2013, before me, the undersigned officer, personally appeared Sheila Sheridan, personally known to me, or proved to me on the basis of satisfactory evidence, and who acknowledged that he is the vice President of **L-3 COMMUNICATIONS CORPORATION**, and that as such officer, being duly authorized to do so pursuant to the company's bylaws or a resolution of its board of directors, executed, subscribed and acknowledged the foregoing instrument for the purposes therein contained, by signing the name of the company by himself in his authorized capacity as such officer, as his free and voluntary act and deed and the free and voluntary act and deed of the company.

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

[NOTARIAL SEAL]

Sheila Sheridan  
Notary Public

My Commission Expires:

Oct-25-2014

**SUNINA RUPCHAND**  
Notary Public, State of New York  
No. 01RU6226841  
Qualified in Queens County  
Certificate filed in New York County  
Commission Expires Oct. 25, 2014

**EXHIBIT A**

**Legal Description of the Land**

**THE REAL PROPERTY REFERRED TO HEREIN IS ALL THAT CERTAIN REAL PROPERTY LOCATED IN THE CITY OF SALT LAKE CITY, COUNTY OF SALT LAKE, STATE OF UTAH, DESCRIBED AS FOLLOWS:**

**PARCEL 1:**

Lot 1, ONE AIRPORT CENTER PHASE 1, according to the official plat thereof, filed in Book "2000P" of Plats, at Page 206 of the Official Records of the Salt Lake County Recorder.

**Tax Parcel No. 08-28-426-001**

**PARCEL 2:**

A non-exclusive right-of-way and easement, appurtenant to PARCEL 1 described above, for pedestrian and vehicular ingress and egress, and for underground utility improvements, within the following described "Easement Areas" (which include a portion of the said PARCEL 1), as created by and provided by the terms of that certain Declaration Of Easements, Covenants And Restrictions, recorded April 12, 2012 as Entry No. 11368766, in Book 10007, at Page 8431 in the office of the Salt Lake County Recorder:

**"NORTH EASEMENT AREA"**

A portion of Lots 1 and 2, One Airport Center Phase 1 Subdivision, Salt Lake County, Utah, more particularly described as follows:

Beginning at a point South 89°57'22" East 43.84 feet along the north Lot 2 property line from the northwest corner of Lot 2, One Airport Center Phase 1 Subdivision as recorded in the Salt Lake County, Utah Recorder's office, thence South 89°57'22" East 41.16 feet along the north property line; thence South 00°02'38" West 103.59 feet; thence North 89°57'22" West 141.00 feet; thence North 00°02'36" East 26.75 feet thence South 89°57'03" East 95.02 feet to a point on a 10.0 foot radius curve to the left (Chord Bearing North 44°58'19" East Chord

Length 14.12 feet); thence 15.68 feet along the arc of said curve; thence North 00°02'38" East 51.31 feet to a point on a 26.0 foot radius curve to the left (Chord Bearing North 18°19'13" West Chord Length 16.38 feet); thence 16.67 feet along the arc of said curve to the point of beginning.

**"SOUTH EASEMENT AREA"**

A portion of Lot 1, One Airport Center Phase 1 Subdivision, Salt Lake County, Utah, being more particularly described as:

Beginning at point North 00°02'38" East along the eastern right of way line of 2200 West Street 14.50 feet from the southwest corner of Lot 1, One Airport Center Phase 1 Subdivision, as recorded in the Salt Lake County, Utah Recorder's office; thence North 00°02'38" East along the eastern right of way line of 2200 West Street 30.87 feet; thence South 89°53'27" East 476.00 feet; thence South 00°02'38" West 30.85 feet; thence North 89°53'37" West 476.00 feet to the point of beginning.