

File No: NCS-636527-A AH
RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

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7/10/2017 12:48:00 PM \$19.00
Book - 10576 Pg - 1620-1624
Gary W. Ott
Recorder, Salt Lake County, UT
FIRST AMERICAN NCS
BY: eCASH, DEPUTY - EF 5 P.

Davis Wright Tremaine LLP
865 South Figueroa Street, Suite 2400
Los Angeles, California 90017
Attention: Mark Nelson, Esq.

MAIL TAX STATEMENTS TO:

Westport Capital Partners
2121 Rosecrans Avenue, Suite 4325
El Segundo, California 90245
Attention: Eric Clapp

SPECIAL WARRANTY DEED

HP NEWHOUSE LLC, a Delaware limited liability company (as to its thirty-nine percent (39%) ownership interest), and SANCHEZ UTAH 4, LLC, a Delaware limited liability company (as to its sixty-one percent (61%) ownership interest) (collectively, "**Grantors**"), for good and valuable consideration in hand paid, hereby convey and warrant against all who claim by, through, or under the Grantors, to NEWHOUSE OFFICE BUILDING, LLC, a Delaware limited liability company ("**Grantee**"):

that certain real estate situated in the City of Salt Lake, Salt Lake County, Utah, together with all rights and privileges appurtenant thereto, described as follows:

See Schedule 1 attached hereto.

SUBJECT ONLY TO the exceptions to title described on Schedule 2 attached hereto.

The Grantors for themselves and their successors in interest do by these presents expressly limit the covenants of this Deed to those herein expressed, and exclude all covenants arising or to arise by statutory or other implication, and do hereby covenant that Grantors will forever warrant and defend the said described real estate against all persons whomsoever lawfully claiming, through or under said Grantor and not otherwise.

[Signature Page Follows]

IN WITNESS WHEREOF GRANTORS have executed this Special Warranty Deed as of the date set forth above.

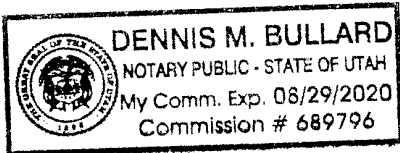
HP NEWHOUSE LLC,
a Delaware limited liability company

By: Bruce Bingham
Bruce Bingham
Managing Member

STATE OF UTAH
COUNTY OF SALT LAKE

On the 27th day of June, 2017 personally appeared before me Bruce Bingham who duly acknowledged to me that he executed the foregoing Special Warranty Deed as Managing Member of HP NEWHOUSE LLC.

Dennis M. Bullard
Notary Public



SANCHEZ UTAH 4, LLC,
a Delaware limited liability company

By: _____
David J. Sanchez
Manager

STATE OF UTAH
COUNTY OF SALT LAKE

On the ____ day of _____, 2017 personally appeared before me _____ who duly acknowledged to me that he executed the foregoing Special Warranty Deed as Manager of SANCHEZ UTAH 4, LLC.

Notary Public

IN WITNESS WHEREOF GRANTORS have executed this Special Warranty Deed as of the date set forth above.

HP NEWHOUSE LLC,
a Delaware limited liability company

By: _____
Bruce Bingham
Managing Member

STATE OF UTAH
COUNTY OF SALT LAKE

On the _____ day of _____, 2017 personally appeared before me Bruce Bingham who duly acknowledged to me that he executed the foregoing Special Warranty Deed as Managing Member of HP NEWHOUSE LLC.

Notary Public

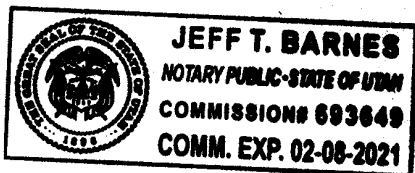
SANCHEZ UTAH 4, LLC,
a Delaware limited liability company

By: David J. Sanchez
David J. Sanchez
Manager

STATE OF UTAH
COUNTY OF ~~SALT LAKE~~ WASHINGTON

On the 28 day of JUNE, 2017 personally appeared before me DAVID J. SANCHEZ who duly acknowledged to me that he executed the foregoing Special Warranty Deed as Manager of SANCHEZ UTAH 4, LLC.

Jeff T. Barnes
Notary Public



Signature Page to Deed

SCHEDULE 1 TO DEED

LEGAL DESCRIPTION OF PROPERTY

REAL PROPERTY LOCATED IN THE CITY OF SALT LAKE, COUNTY OF SALT LAKE, STATE OF UTAH, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL 1: (TAX ID No. 16-06-302-001-0000)

A TRACT OF LAND SITUATE IN LOT 4, BLOCK 52, PLAT "A", SALT LAKE CITY SURVEY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 100 FEET NORTH FROM THE SOUTHWEST CORNER OF LOT 4, SAID BLOCK 52, AND RUNNING THENCE EAST 165 FEET; THENCE NORTH 79 FEET TO EXCHANGE PLACE; THENCE ALONG EXCHANGE PLACE WEST 165 FEET TO MAIN STREET; THENCE ALONG SAID MAIN STREET SOUTH 79 FEET TO THE PLACE OF BEGINNING.

PARCEL 1A:

A NON-EXCLUSIVE RIGHT OF WAY AND EASEMENT FOR AN ALLEY AND DRIVEWAY, APPURTENANT TO PARCEL 1, AS ESTABLISHED BY THAT CERTAIN WARRANTY DEED RECORDED JANUARY 23, 1907 AS ENTRY NO. 217906 IN BOOK 7P OF DEEDS AT PAGE 206 OF OFFICIAL RECORDS, OVER THE WEST 10.5 FEET OF THE EAST 13 FEET OF THE SOUTH 100 FEET OF LOT 4, BLOCK 52, PLAT "A", SALT LAKE CITY SURVEY.

SCHEDULE 2 TO DEED

PERMITTED EXCEPTIONS

1. General property taxes for the year 2017 are now a lien not yet due. General property taxes for the year 2016 have been paid in the amount of \$213,621.74. Tax ID No. 16-06-302-001-0000. (None now due or payable)
2. The land is included within the boundaries of Salt Lake City, and is subject to charges and assessments made thereby. (None now due or payable)
3. A Salt Lake City Special Assessment for Downtown Economic Development, Extension: CBIA-16, SAA ID: 1181, Account No. 32946, in the principal amount of \$21,628.82, payable in 3 equal annual installments of \$7,209.61 each. Tax ID No. 16-06-302-001-0000. (None now due or payable)
4. Easements and incidental purposes, as set forth in that certain Warranty Deed recorded January 23, 1907 as Entry No. 217906 in Book 7P of Deeds at Page 206 of Official Records.
5. Terms, conditions, provisions, restrictions, easements and incidental purposes, as set forth in that certain Easement and Party Wall Agreement, recorded January 26, 1940 as Entry No. 873520 in Book 239 at Page 378 of Official Records.
6. Notice of Adoption of Redevelopment Plan Entitled "C.B.D. Neighborhood Development Plan" and Dated May 1, 1982, recorded November 28, 1984 as Entry No. 4020604 in Book 5609 at Page 1953 of Official Records.
7. Salt Lake City Ordinance No. 70 of 2005 (Adopting the Central Community Master Plan) recorded November 22, 2005 as Entry No. 9560336 in Book 9220 at Page 4101 of Official Records.
8. The following matters disclosed by an ALTA/NSPS survey made by Psomas on June 12, 2017, designated Job No. 8DWT010300:
 - a. Any loss or damages, or claim thereof, as a result of an encroachment of an existing improvement onto adjoining land, whether public or private, including an encroachment of any portion of an existing improvement that is located below the ground level or above the ground level of the land covered herein.
 - b. Items 9, 10, 11 and 12 under Notes as shown on the survey.
 - c. Window well, steps, metal lids, elevator openings, outside of property boundaries.
 - d. Stairs, 6" curb wall, support wall, 13.7' breezeway, all within Parcel 1-A.