

File No: NCS-636527-A AH

WHEN RECORDED MAIL TO:
Mark Nelson, Esq.
Davis Wright Tremaine LLP
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Los Angeles, CA 90017

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7/10/2017 12:48:00 PM \$58.00
Book - 10576 Pg - 1625-1649
Gary W. Ott
Recorder, Salt Lake County, UT
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BY: eCASH, DEPUTY - EF 25 P.

SPACE ABOVE THIS LINE FOR RECORDER'S USE

PARKING EASEMENT AGREEMENT

THIS PARKING EASEMENT AGREEMENT (this "Agreement") is made this 7th day of July, 2017 by and between EXCHANGE PLACE GARAGE, a Utah general partnership ("Grantor") and NEWHOUSE OFFICE BUILDING, LLC, a Delaware limited liability company ("Grantee").

Grantor is the owner of that certain parking garage located in Salt Lake City, Salt Lake County, Utah, situated at 31 East Exchange Place, Salt Lake City, Utah, commonly known as the Exchange Place Garage, and legally described on Exhibit A attached hereto (the "Parking Garage").

Grantee is the owner of that certain office building located in Salt Lake City, Salt Lake County, Utah, situated at 10 East Exchange Place, Salt Lake City, Utah, commonly known as the Newhouse Building, and legally described on Exhibit B attached hereto (the "Newhouse Building").

Grantee desires an easement, for the benefit of the Newhouse Building, for the use of parking spaces within the Parking Garage, and Grantor is willing to grant that easement, on and subject to the terms and conditions set forth below.

The Grantee's affiliate is, or, substantially concurrently herewith, shall become, a general partner in Grantor under that certain Partnership Agreement of Exchange Place Garage, dated as of September 27, 1990, by and among SCM Land Company, J. Michael Martin Properties, Partnership of Jack Simantob and Edward Simantob and Partnership of Jack Simantob and Parvis Hakakian, as amended to date (the "Grantor's Partnership Agreement"). Nothing contained in this Agreement in any way amends, modifies, waives or releases any of the obligations of Grantee's affiliate under the Grantor's Partnership Agreement (and all such obligations remain in full force and effect).

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

I. GRANT OF EASEMENT

1.1 Grant of Easement. Subject to the terms and conditions described herein, Grantor hereby grants to Grantee, for the benefit of the Newhouse Building and all tenants therein, an

easement (the "Easement") to use up to 200 parking stalls (the "Parking Stalls") in the Parking Garage for the purpose of parking vehicles, together with rights for pedestrian and vehicular access, ingress and egress across the remainder of the Parking Garage as reasonably necessary for the use of the Parking Stalls. All of the Parking Stalls shall be made available for Grantee's use (or use by its tenants) on an unreserved basis, except for the 135 Parking Stalls depicted on Exhibit C attached hereto (the "Reserved Stalls") that are reserved for use by tenants in the Newhouse Building. The depiction on Exhibit C shows the Parking Stalls currently reserved for the tenants of the Newhouse Building. The actual location of such Reserved Stalls within the Parking Garage may change from time to time in accordance with Grantor's Partnership Agreement. If at any time the usage level of the Parking Garage is such that the number of parking stalls regularly available for the use of Grantee or its tenants is less than the number of Parking Stalls that Grantee is entitled to use under this Agreement, Grantor shall take appropriate steps to make an adequate number of Parking Stalls available for Grantee's use, such as limiting monthly subscriptions or limiting transient parking.

1.2 Number of Stalls Used. Grantee has elected to initially use 153 of the 200 Parking Stalls available for its use under this Agreement. Grantee may change the number of Parking Stalls it wishes to use under this Agreement at any time by providing written notice to Grantor at least thirty (30) days prior to the end of a calendar month. However, so long as the Parking Garage is operating and there is no shortage of parking for the members of Grantor, Grantee shall not be required to notify Grantor of routine and ordinary fluctuations in the number of monthly parking subscriptions that Grantee's tenants purchase each month. The use by Grantee's tenants of any Parking Stall under a monthly parking subscription shall commence on the first day of a calendar month and end on the last day of a calendar month. Nothing in this Agreement shall prevent Grantee or its tenants from using other unreserved parking stalls that have not been specifically allocated to other Members of Grantor that are available for use as public parking stalls from members of the public.

1.3 Term. The Easement shall commence upon full execution of this Agreement and, subject to the terms of Section 1.4 below, shall terminate on the date thirty-five (35) years after the date of this Agreement.

1.4 Redevelopment of Parking Garage. Notwithstanding the terms of Section 1.3 above, if at any time Grantor elects to redevelop the Parking Garage such that the parking garage will no longer be suitable to provide the Easement rights granted under this Agreement, Grantor may terminate this Agreement upon not less than six (6) months' prior written notice to Grantee, however such termination shall only become effective upon Grantor obtaining building permits for a redevelopment plan that is unsuitable for provision of the Easement rights granted under this Agreement.

II. PARKING FEE

Grantee's tenants shall pay to Grantor a monthly fee (the "Parking Fee") at the then-current market rate for each Parking Stall that Grantee elects to use, which fee shall be not greater than the monthly fees paid by any other partner of Grantor. Grantee shall not be required to pay a Parking Fee for the use of any Parking Stalls that Grantee does not elect to use. The Parking Fee may be adjusted from

time to time by Grantor to reflect the then-current market rate for parking spaces in the geographical area of the Parking Garage. All such fees shall be paid by Grantee's tenants in advance, without notice or offset, on the first day of each calendar month. Grantee shall not be responsible for nonpayment of parking fees by any of its tenants, and in the event of such nonpayment Grantor may take such measures against the non-paying tenant as Grantor deems appropriate, including termination of the parking rights of such tenant.

III. COVENANTS

3.1 Compliance with Laws. Grantee shall comply with all governmental ordinances, laws, codes, and regulations when using the Parking Garage.

3.2 Garage Operation. Grantor shall cause the Parking Garage to be professionally operated, maintained and repaired in compliance with all governmental ordinances, laws, codes, and regulations, and to a condition satisfactory for use by monthly and transient parkers.

3.3 Improvements. Grantee shall have no right to make any alterations or improvements to the Parking Garage, and acknowledges that Grantor has no obligation to make any alterations or improvements to the Parking Garage. Grantee shall not cause any damage to the Parking Garage.

3.4 Parking Rules. Grantee shall abide by reasonable parking rules which Grantor may establish for the management and use of the Parking Garage.

IV. ASSIGNMENT

4.1 By Grantor. This Agreement shall be binding upon and run to the benefit of the Parking Garage and its successors and assigns in ownership of the Parking Garage. Grantor may not assign its right or obligations hereunder separate from ownership of the Parking Garage.

4.2 By Grantee. This Agreement shall be binding upon and run to the benefit of Grantee and its successor and assigns in ownership of the Newhouse Building. Grantee may not assign its right or obligations hereunder separate from ownership of the Newhouse Building. Grantee may permit the Parking Stalls to be used by tenants in the Newhouse Building, their employees and visitors.

4.3 Collateral Assignment. Notwithstanding the foregoing, either Grantor or Grantee may collaterally assign its rights and obligations under this Agreement to a first lien lender on the Parking Garage or the Newhouse Building, respectively, and either such lender may succeed to the rights and obligations so assigned in a foreclosure or other realization proceeding, and thereafter assign its rights and obligations hereunder to a subsequent purchaser or transferee of such property.

V. MISCELLANEOUS

5.1 Default and Termination. Any failure of Grantee to comply with the terms of this Agreement or pay any amounts due hereunder shall constitute a default and, in addition to all

other rights and liabilities, shall entitle Grantor to terminate this Agreement if not cured within thirty (30) days' written notice by Grantor (or such longer grace period as may be reasonable under the circumstances if the default is nonmonetary and reasonably requires more than 30 days to cure, so long as Grantee has commenced and is diligently pursuing such cure). Notwithstanding anything to the contrary in this Agreement, Grantee shall not be in default under any provision of this Agreement unless written notice specifying such default is given to Grantee and to all persons who have an interest in all or part of the Newhouse Building as mortgagees and/or deed of trust beneficiaries whose name and address has been provided to Grantor. Grantor further agrees that if Grantee shall have failed to cure or commence the cure of such default within the time period allowed under this Section, then the mortgagee or deed of trust holder shall have an additional thirty (30) days within which to cure or commence the cure of such default and thereafter diligently pursue such cure to completion including, if necessary to effectuate such cure, the commencement of judicial or non judicial foreclosure proceedings.

5.2 Recording. Either party may record this Agreement in the real property records of Salt Lake County, Utah at its expense.

5.3 Notices. Any notices required or permitted by this Agreement shall be sent by U.S. First Class Mail, postage prepaid, or hand-delivered, or delivered by established express delivery service (e.g., FEDEX) that regularly provides next-business-day delivery, delivery charge prepaid, addressed to the appropriate party at the address set forth below, or at such other address as any party may in writing from time to time specify. Any such notice shall be deemed effective two (2) days after depositing in the mail (if sent by U.S. First Class Mail); or on the date of delivery or attempted delivery, if hand-delivered or sent by express delivery service.

Grantor:	EXCHANGE PLACE GARAGE c/o Hamilton Partners 222 South Main Suite 1760 Salt Lake City, Utah 84101 Attention: Bruce Bingham
Grantee:	c/o Westport Capital Partners LLC 2121 Rosecrans Avenue Suite 4325 El Segundo, California 90245 Attention: Eric Clapp, Managing Director Email: eclapp@westportcp.com
	and
	c/o Westport Capital Partners LLC 40 Danbury Road Wilton, Connecticut 06897 Attention: Marc Porosoff, Esq. Email: legaltrx@westportcp.com

and

Davis Wright Tremaine LLP
865 S. Figueroa Street
Suite 2400
Los Angeles, California 90017
Attention: Mark Nelson, Esq.
Facsimile: (213) 633-4243
Email: marknelson@dwt.com

5.4 Damage, Destruction and Condemnation. In the event of any damage, destruction or condemnation of any portion of the Parking Garage which renders the Parking Stalls unusable, in Grantee's reasonable judgment, Grantee may elect to terminate this Agreement.

5.5 Counterparts. This Agreement may be executed in counterparts, each of which, when combined, shall constitute one single binding agreement.

5.6 Captions. The captions and paragraph headings contained in this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope or intent of this Agreement, nor the intent of any provision hereof.

5.7 Choice of Law. This Agreement shall be governed and construed in accordance with the laws of the State of Utah without regard to conflict of laws principles.

5.8 Attorneys' Fee. If either party institutes legal proceedings against the other with respect to this Agreement, or with respect to the use of the Easement, the non-prevailing party shall pay to the prevailing party an amount equal to all reasonable attorneys' fees and disbursements and all other costs and expenses incurred by the prevailing party in connection therewith.

5.9 Estoppel Certificate. Either party shall, from time to time, upon written request of the other party, execute, acknowledge and deliver to such other party or its designee a written statement certifying that: (i) this Agreement is in full force and effect and has not been assigned or amended in any way (or specifying the date and terms of agreement so affecting this Agreement); (ii) this Agreement represents the entire agreement between the parties as to this transaction; (iii) that all obligations under this Agreement to be performed by the non-certifying party have been satisfied; (iv) on this date there are no existing claims, defenses or offsets which the certifying party has against the enforcement of this Agreement by the non-certifying party; (v) no Parking Fee has been paid more than one month in advance; and (vi) such other items as the requesting party shall reasonably request.

5.10 Successors and Assigns. All of the terms and conditions of this Agreement shall run with the land and shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto, including without limitation, all subsequent owners of the Newhouse Building, the Parking Garage and all persons claiming through or under them.

5.11 Amendment and Modification. This Agreement may be amended, modified or supplemented only by a written agreement signed by all of the parties hereto and any lender holding a mortgage or deed of trust on the Newhouse Building or the Parking Garage.

DATED as of the date and year first above written.

GRANTOR:

EXCHANGE PLACE GARAGE,
a Utah general partnership

By: HP Garage LLC,
a Delaware limited liability company
Managing Partner

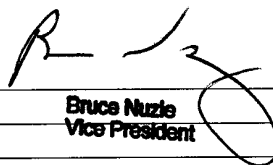
By: Bruce Bingham
Bruce Bingham
Managing Member

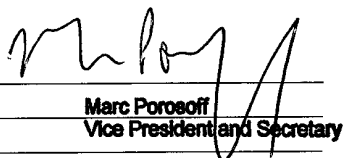
GRANTEE:

NEWHOUSE OFFICE BUILDING, LLC,
a Delaware limited liability company

By: Newhouse Venture, LLC,
a Delaware limited liability company,
its Managing Member

By: WCP Newhouse Holdings, LLC,
a Delaware limited liability company,
its Managing Member

By: 
Name: Bruce Nuzle
Title: Vice President

By: 
Name: Marc Porosoff
Title: Vice President and Secretary

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

I certify that I know or have satisfactory evidence that Bruce Bingham is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the Managing Member of EXCHANGE PLACE GARAGE, a Utah general partnership to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this 27th day of June, 2017.

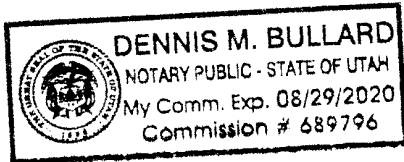
Dennis M. Bullard

DENNIS M. BULLARD

(print or type name)

NOTARY PUBLIC in and for the State of Utah
residing at Salt Lake County

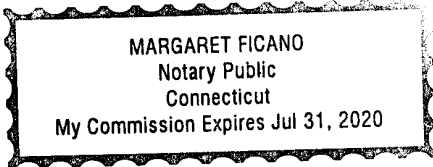
My Commission expires: 8-29-2020



STATE OF Connecticut)
) ss.
COUNTY OF Fairfield)

I certify that I know or have satisfactory evidence that Bruce Norie
is the person who appeared before me, and said person acknowledged that said person signed this
instrument, on oath stated that said person was authorized to execute the instrument and
acknowledged it as the Vice President of NEWHOUSE OFFICE
BUILDING, LLC, a Delaware limited liability company, to be the free and voluntary act of such
party for the uses and purposes mentioned in the instrument.

Dated this 22nd day of June, 2017.



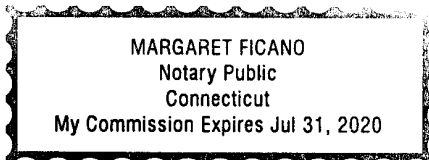
Margaret Ficano

(print or type name)
NOTARY PUBLIC in and for the State of Connecticut
residing at Wilton, CT
My Commission expires: 7-31-20

STATE OF Connecticut)
) ss.
COUNTY OF Fairfield)

I certify that I know or have satisfactory evidence that Marc Pinosoff
is the person who appeared before me, and said person acknowledged that said person signed this
instrument, on oath stated that said person was authorized to execute the instrument and
acknowledged it as the VP and Secretary of NEWHOUSE OFFICE
BUILDING, LLC, a Delaware limited liability company, to be the free and voluntary act of such
party for the uses and purposes mentioned in the instrument.

Dated this 22nd day of June, 2017.



Margaret Ficano

(print or type name)
NOTARY PUBLIC in and for the State of Connecticut
residing at Wilton, CT
My Commission expires: 7-31-20

CONSENT OF MORTGAGEE

The undersigned is the owner and holder of a First Deed of Trust, Security Agreement and Fixture Filing recorded in the real property records of Salt Lake County, Utah recorded on April 13, 2009 as Entry No. 10673305 in Book 9709 at Page 4471-4506 (the "**Deed of Trust**"). The undersigned hereby consents to the foregoing Parking Easement Agreement ("**Agreement**"), and hereby subordinates the lien of the Deed of Trust to the Agreement.

Consent of Mortgagee

BK 10576 PG 1635

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

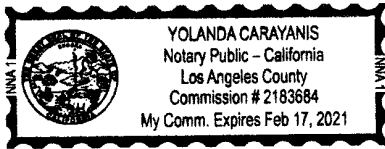
State of California)
County of Los Angeles)

On July 6, 2017 before me, Yolanda Carayanis - Notary Public,
Date Here Insert Name and Title of the Officer
personally appeared Robert R. Graham
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature *Yolanda Carayanis*
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Exhibit A

Legal Description of Parking Garage Property

PARCEL 2: (TAX ID No. 16-06-301-008-0000)

BEGINNING AT A POINT 75.97 FEET WEST FROM THE SOUTHEAST CORNER OF LOT 6, BLOCK 52, PLAT "A", SALT LAKE CITY SURVEY; AND RUNNING THENCE WEST 34.03 FEET; THENCE NORTH 55 FEET; THENCE EAST 34.03 FEET; THENCE SOUTH 55 FEET TO THE POINT OF BEGINNING.

PARCEL 3: (TAX ID No. 16-06-301-009-0000)

BEGINNING AT A POINT 1 FOOT WEST OF THE SOUTHEAST CORNER OF LOT 6, BLOCK 52, PLAT "A", SALT LAKE CITY SURVEY; THENCE WEST 74.97 FEET; THENCE NORTH 55 FEET; THENCE EAST 74.97 FEET; THENCE SOUTH 55 FEET TO THE POINT OF BEGINNING.

PARCEL 4: (East part of TAX ID No. 16-06-153-011-0000)

A PART OF LOT 6, BLOCK 52, PLAT "A" SALT LAKE CITY SURVEY, COMMENCING AT A POINT IDENTICAL WITH THE NORTHWEST CORNER OF THE FOUNDATION OF THE TOURAINÉ HOTEL BUILDING, SITUATE ON EAST THIRD SOUTH STREET, SALT LAKE CITY, UTAH, WHICH IS IDENTICAL WITH THE NORTHEAST CORNER OF THE FOUNDATION OF THE L & A SIMON BUILDING, WHICH POINT IS THE NORTHEAST CORNER OF SAID LOT 6, AS ORIGINALLY ESTABLISHED BY CITY SURVEY OF SALT LAKE CITY, MADE MANY YEARS PRIOR TO 1890, AND IS APPROXIMATELY 1 FOOT WEST OF THE NORTHEAST CORNER OF SAID LOT 6, AS ESTABLISHED BY THE CITY SURVEY OF SALT LAKE CITY, MADE IN 1890, AND WHICH SAID POINT IS 397.86 FEET EAST AND 68.04 FEET SOUTH FROM THE CROSS MARKED ON THE TOP OF THE STONE MONUMENT AT THIRD SOUTH AND MAIN STREETS IN SAID CITY, ALL AS SET FORTH AND ADJUDICATED IN AND BY A CERTAIN DECREE MADE AND ENTERED IN THE THIRD JUDICIAL DISTRICT COURT OF THE STATE OF UTAH, IN AND FOR SALT LAKE COUNTY, DATED SEPTEMBER 24, 1913, AND RECORDED JUNE 8, 1915, IN BOOK "9-Z" OF DEEDS, PAGES 37-39 OF THE RECORDS OF THE COUNTY RECORDER OF SALT LAKE COUNTY, UTAH, AND RUNNING FROM SAID POINT OF COMMENCEMENT WEST ALONG THE SOUTH SIDE OF THIRD SOUTH STREET 109 FEET TO THE EAST LINE OF THE DALY BUILDING; THENCE SOUTH 275 FEET; THENCE EAST 109 FEET TO THE EAST LINE OF THE SIMON BUILDING; THENCE NORTH 275 FEET TO THE PLACE OF BEGINNING.

ALSO, (West part of TAX ID No. 16-06-153-011-0000)

BEGINNING AT A POINT 148.5 FEET EAST OF THE NORTHWEST CORNER OF LOT 5, BLOCK 52, PLAT "A", SALT LAKE CITY SURVEY; AND RUNNING THENCE SOUTH 179.95 FEET; THENCE SOUTH 07°16' EAST 18.24 FEET; THENCE EAST 10.2 FEET; THENCE SOUTH 88.96 FEET; THENCE EAST 59.0 FEET; THENCE NORTH 287.0 FEET; THENCE WEST 71.5 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPTING FROM PARCEL 4, THE LAND CONVEYED TO J. MICHAEL MARTIN PROPERTIES, INC. A UTAH CORPORATION, BY THAT CERTAIN QUIT-CLAIM DEED RECORDED NOVEMBER 10, 1998 AS ENTRY NO. 7150614 IN BOOK 8158 AT PAGE 1424 OF OFFICIAL RECORDS, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT EAST 167.50 FEET FROM THE NORTHWEST CORNER OF LOT 5, BLOCK 52, PLAT "A" SALT LAKE CITY SURVEY AND RUNNING THENCE SOUTH 56.00 FEET; THENCE EAST 161.50 FEET TO A POINT WHICH IS 56.00 FEET SOUTH FROM A POINT IDENTICAL WITH THE NORTHWEST CORNER OF THE FOUNDATION OF THE TOURAINE HOTEL BUILDING, SITUATE ON EAST THIRD SOUTH STREET, SALT LAKE CITY, UTAH, WHICH IS IDENTICAL WITH THE NORTHEAST CORNER OF THE FOUNDATION OF THE L & A SIMON BUILDING, WHICH POINT IS THE NORTHEAST CORNER OF SAID LOT 6, AS ORIGINALLY ESTABLISHED BY CITY SURVEY OF SALT LAKE CITY, MADE MANY YEARS PRIOR TO 1890, AND IS APPROXIMATELY 1 FOOT WEST OF THE NORTHEAST CORNER OF SAID LOT 6, AS ESTABLISHED BY THE CITY SURVEY OF SALT LAKE CITY, MADE IN 1890, AND WHICH SAID POINT IS 397.86 FEET EAST AND 68.04 FEET SOUTH FROM THE CROSS MARKED ON THE TOP OF THE STONE MONUMENT AT THIRD SOUTH AND MAIN STREETS IN SAID CITY, ALL AS SET FORTH AND ADJUSTED IN AND BY A CERTAIN DECREE MADE AND ENTERED IN THE THIRD JUDICIAL DISTRICT COURT OF THE STATE OF UTAH, IN AND FOR SALT LAKE COUNTY, DATED SEPTEMBER 24, 1913, AND RECORDED JUNE 8, 1915, IN BOOK "9-Z" OF DEEDS, PAGES 37-39 OF THE RECORDS OF THE COUNTY RECORDER OF SALT LAKE COUNTY, UTAH, AND RUNNING THENCE NORTH 56.00 FEET; THENCE WEST 161.50 FEET TO THE POINT OF BEGINNING.

PARCEL 5: (TAX ID No. 16-06-301-033-0000)

BEGINNING AT A POINT SOUTH 6.00 FEET AND EAST 152.00 FEET FROM THE SOUTHWEST CORNER OF LOT 5, BLOCK 52, PLAT "A", SALT LAKE CITY SURVEY AND RUNNING THENCE NORTH 6°30'37" EAST 34.27 FEET; THENCE NORTH 35.00 FEET; THENCE EAST 5.12 FEET; THENCE SOUTH 20.00 FEET; THENCE EAST 59.00 FEET; THENCE SOUTH 43.00 FEET; THENCE EAST 4.50 FEET; THENCE SOUTH 6.00 FEET; THENCE WEST 72.50 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPTING FROM PARCEL 5, THE LAND CONVEYED TO J. MICHAEL MARTIN PROPERTIES, INC., A UTAH CORPORATION, BY THAT CERTAIN SPECIAL WARRANTY DEED RECORDED APRIL 10, 1998 AS ENTRY NO. 6923229 IN BOOK 7941 AT PAGE 617 OF OFFICIAL RECORDS, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT SOUTH 6.0 FEET AND EAST 172.00 FEET FROM THE NORTHWEST CORNER OF LOT 4, BLOCK 52, PLAT "A", SALT LAKE CITY SURVEY AND RUNNING THENCE EAST 52.50 FEET; THENCE NORTH 6.0 FEET; THENCE WEST 52.50 FEET; THENCE SOUTH 6.0 FEET TO THE POINT OF BEGINNING.

PARCEL 6: (TAX ID No. 16-06-301-036-0000)

BEGINNING AT A POINT SOUTH 85.00 FEET AND EAST 260.00 FEET FROM THE NORTHWEST CORNER OF LOT 4, BLOCK 52, PLAT "A", SALT LAKE CITY SURVEY AND RUNNING THENCE NORTH 85.00 FEET; THENCE EAST 30.00 FEET; THENCE SOUTH 85.00 FEET; THENCE WEST 30.00 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPTING FROM PARCEL 6, THE LAND CONVEYED TO J. MICHAEL MARTIN PROPERTIES, INC., A UTAH CORPORATION, BY THAT CERTAIN SPECIAL WARRANTY DEED RECORDED APRIL 10, 1998 AS ENTRY NO. 6923229 IN BOOK 7941 AT PAGE 617 OF OFFICIAL RECORDS, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT EAST ALONG THE LOT LINE 260.00 FEET FROM THE NORTHWEST CORNER OF LOT 4, BLOCK 52, PLAT "A", SALT LAKE CITY SURVEY AND RUNNING THENCE EAST ALONG SAID LOT LINE 6.25 FEET; THENCE SOUTH 85.00 FEET TO THE NORTH LINE OF EXCHANGE PLACE; THENCE WEST ALONG SAID NORTH LINE 6.25 FEET; THENCE NORTH 85.00 FEET TO THE POINT OF BEGINNING.

PARCEL 7:

A PERPETUAL AND EXCLUSIVE EASEMENT AND RIGHT OF WAY, APPURTENANT TO PARCELS 2 THROUGH 6, FOR VEHICULAR AND PEDESTRIAN INGRESS AND EGRESS, AS GRANTED IN THAT CERTAIN EASEMENT RECORDED OCTOBER 10, 1990 AS ENTRY NO. 4976062 IN BOOK 6259 AT PAGE 2232 OF OFFICIAL RECORDS, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT SOUTH 6.00 FEET AND EAST 152.00 FEET FROM THE NORTHWEST CORNER OF LOT 4, BLOCK 52, PLAT "A", SALT LAKE CITY SURVEY, AND RUNNING THENCE EAST 20.00 FEET; THENCE SOUTH 79.00 FEET TO THE NORTH LINE OF EXCHANGE PLACE; THENCE WEST ALONG SAID NORTH LINE 20.00 FEET; THENCE NORTH 79.00 FEET TO THE POINT OF BEGINNING.

PARCEL 8:

A NON-EXCLUSIVE PERPETUAL COMMON EASEMENT AND RIGHT OF WAY, APPURTENANT TO PARCELS 2 THROUGH 6, FOR VEHICULAR AND PEDESTRIAN TRAFFIC, AS GRANTED BY THAT CERTAIN GRANT AND CONVEYANCE RECORDED MARCH 26, 1919 AS ENTRY NO. 409108 IN BOOK 3-J OF LIENS AND LEASES AT PAGE 323 OF OFFICIAL RECORDS, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 138.5 FEET EAST OF THE NORTHWEST CORNER OF LOT 5, BLOCK 52, PLAT "A", SALT LAKE CITY SURVEY, AND RUNNING THENCE SOUTH 100.00 FEET; THENCE SOUTH 07°16' EAST 168.30 FEET; THENCE EAST 10.00 FEET; THENCE NORTH 07°16' WEST 168.30 FEET; THENCE NORTH 100.00 FEET; THENCE WEST 10.0 FEET TO THE POINT OF BEGINNING.

PARCELS 2 THROUGH 8, ARE ALSO DESCRIBED OF RECORD, AS FOLLOWS:

BEGINNING AT A POINT EAST ALONG THE BLOCK LINE 148.50 FEET FROM THE NORTHWEST CORNER OF LOT 5, BLOCK 52, PLAT "A", SALT LAKE CITY SURVEY, AND RUNNING THENCE EAST 19; THENCE SOUTH 56.00 FEET; THENCE EAST 161.50 FEET TO A POINT WHICH IS 56.00 FEET SOUTH FROM A POINT WHICH HAS BEEN DESCRIBED AS BEING IDENTICAL WITH THE NORTHWEST CORNER OF THE FOUNDATION OF THE "TOURAINNE HOTEL BUILDING", SITUATE ON EAST THIRD SOUTH STREET, SALT LAKE CITY, UTAH, WHICH IS IDENTICAL WITH THE NORTHEAST CORNER OF THE FOUNDATION OF THE "L & A SIMON BUILDING", WHICH POINT IS THE NORTHEAST CORNER OF SAID LOT 6, AS ORIGINALLY ESTABLISHED BY CITY SURVEY OF SALT LAKE CITY MADE MANY YEARS PRIOR TO 1890, AND IS APPROXIMATELY 1 FOOT WEST OF THE NORTHEAST CORNER OF SAID LOT 6, AS ESTABLISHED BY THE CITY SURVEY OF SALT LAKE CITY MADE IN 1890, AND WHICH SAID POINT IS 397.86 FEET EAST AND 68.04 FEET SOUTH FROM THE CROSS MARKED ON THE TOP OF THE STONE MONUMENT AT THIRD SOUTH AND MAIN STREETS IN SAID CITY, ALL AS SET FORTH AND ADJUSTED IN AND BY A CERTAIN DECREE MADE AND ENTERED IN THE THIRD JUDICIAL DISTRICT COURT OF THE STATE OF

UTAH, IN AND FOR SALT LAKE COUNTY, DATED SEPTEMBER 24, 1913 AND RECORDED JUNE 8, 1915 IN BOOK "9-Z" OF DEEDS, PAGES 37-39 OF THE RECORDS OF THE COUNTY RECORDER OF SALT LAKE COUNTY, UTAH; THENCE SOUTH 274.00 FEET; THENCE WEST 39 FEET; THENCE SOUTH 85.00 FEET; THENCE WEST 23.75 FEET; THENCE NORTH 85.00 FEET; WEST 94.25 FEET; THENCE SOUTH 6.00 FEET; THENCE WEST 20.00 FEET; THENCE NORTH 6°30'37" EAST 34.27 FEET; THENCE NORTH 35.00 FEET; THENCE EAST 5.12 FEET; THENCE NORTH 68.96 FEET; THENCE WEST 10.20 FEET; THENCE NORTH 7°16'00" WEST (DESCRIBED AS NORTH 07°18'00" WEST IN SOME INSTRUMENTS OF RECORD) 18.24 FEET; THENCE NORTH 179.95 FEET TO THE POINT OF BEGINNING.

Exhibit B

Legal Description of Newhouse Building 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.

Exhibit B

Exhibit C

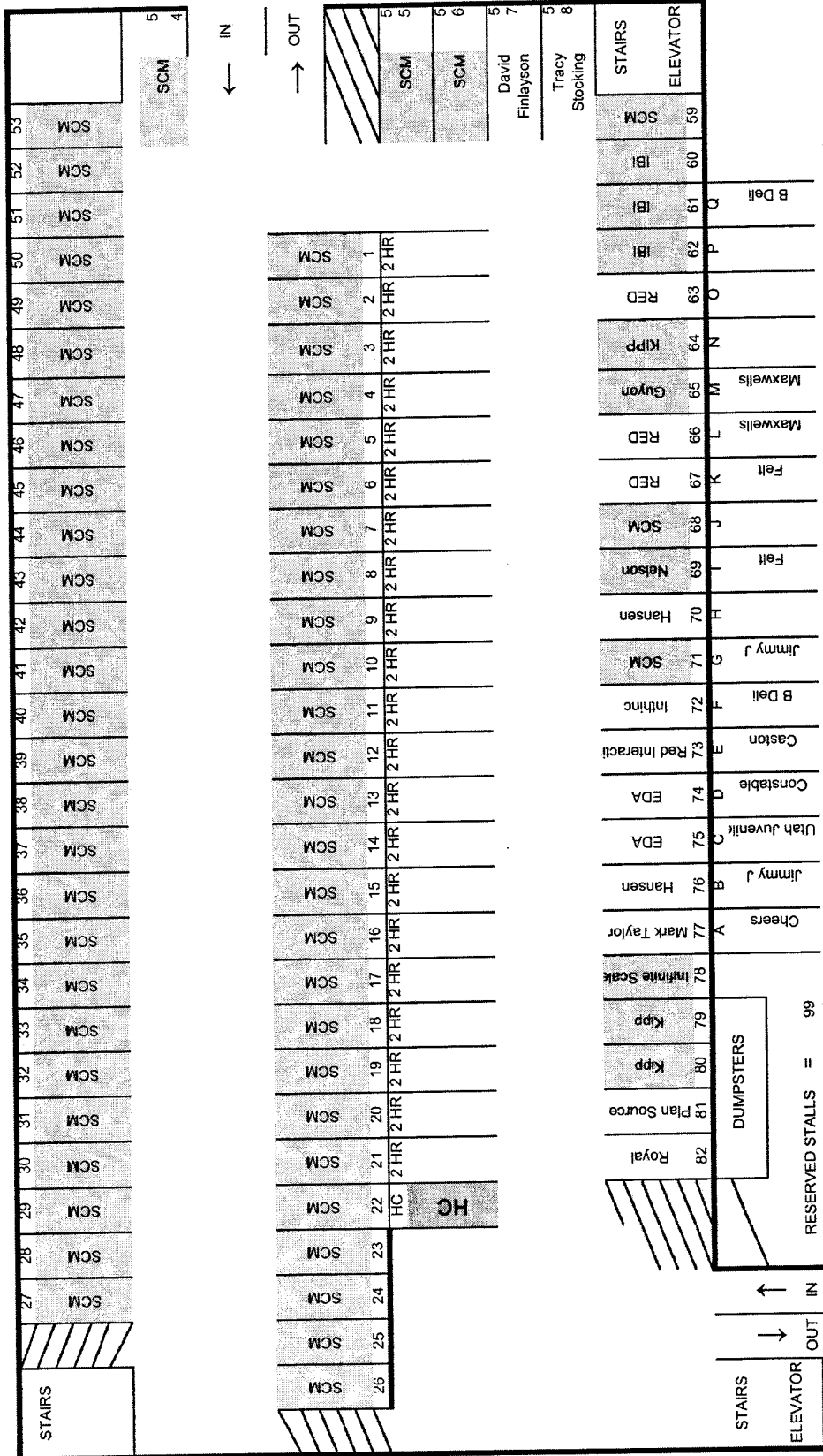
Depiction of Reserved Stalls

[See attached]

Exhibit C

EXCHANGE PLACE GARAGE

LEVEL G/1



Reserved Stalls - Newhouse:

Level G/1	68
Level 2/3	25
Level 4/5	35
Level 6/7	7
Total:	135

A L L E Y

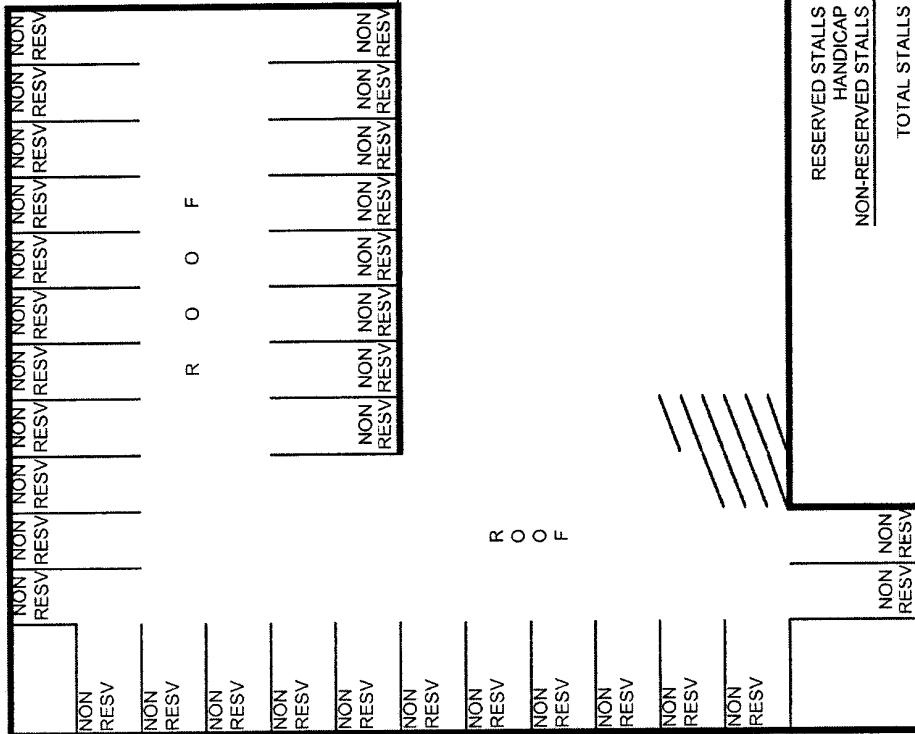
RESERVED STALLS	=	99
HANDICAP	=	2
VISITOR	=	20
NON-RESERVED STALLS	=	0

TOTAL STALLS = 121

REVERSED STALL MAP

EXCHANGE PLACE GARAGE

ROOF



LOT SUMMARY

	NON RESV	RESV	VISITOR	HC	TOTAL
GROUND LEVEL	0	99	20	1	120
LEVEL 1/2	42	70	0	4	116
LEVEL 2/3	44	70	0	2	116
LEVEL 3/4	91	21	0	3	115
LEVEL 4/5	108	5	0	2	115
ROOF	32	0	0	0	32
TOTAL STALLS	317	265	20	12	614

RESERVED STALLS	=	0
HANDICAP	=	0
NON-RESERVED STALLS	=	32
TOTAL STALLS	=	32