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3/19/2019 12:24:00 PM \$39.00  
Book - 10761 Pg - 6546-6559  
RASHELLE HOBBS  
Recorder, Salt Lake County, UT  
FIRST AMERICAN NCS  
BY: eCASH, DEPUTY - EF 14 P.

PREPARED BY AND UPON  
RECORDATION RETURN TO:  
DLA Piper LLP (US)  
444 West Lake Street, Suite 900  
Chicago, Illinois 60606-0089  
Attn: Alison Mitchell

APN(s): 07-35-427-001-0000;  
07-36-151-008-0000;  
15-08-177-001-0000;  
15-08-177-002-0000

FIRST AMERICAN TITLE  
#NCS 9140049-D1; D2; D3  
UTFA38-7186; 83; 88 L123; 24; 25; 29

Space Above Line For Recorder's Use

**ASSIGNMENT OF LEASES, RENTS, INCOME  
AND CASH COLLATERAL**

(Salt Lake County, Utah)

**ASSIGNMENT OF LEASES, RENTS, INCOME AND CASH COLLATERAL**  
("Assignment"), made as of the 18<sup>th</sup> day of March, 2019, from **FINLAYSON LOGISTICS ASSETS LLC** ("Assignor"), a Delaware limited liability company, having an office at c/o Mapletree US Management, LLC, 5 Bryant Park, 28th Floor, New York, NY 10018, to **NEW YORK LIFE INSURANCE COMPANY** ("Assignee"), a New York mutual insurance company, having an office at 51 Madison Avenue, New York, New York 10010-1603, Attn: Director – Loan Management, Loan No. 374-0989.

**RECITALS:**

A. Assignee made a loan (the "Loan") to Assignor in the principal sum of Four Hundred Forty Million Two Hundred Thousand and 00/100 Dollars (\$440,200,000).

B. In connection with the Loan, Assignor executed and delivered to Assignee a promissory note (together with all renewals, modifications, increases and extensions thereof, the "Note") of even date herewith, payable to Assignee in the original principal amount of Four Hundred Forty Million Two Hundred Thousand and 00/100 Dollars (\$440,200,000), in lawful money of the United States of America; the terms and conditions of which Note are hereby incorporated herein and made a part hereof.

C. The Note is secured by, among other things, that certain Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing (the "Security")

EAST165226200.3

Instrument"), dated as of the date hereof recorded against the Premises (as hereinafter defined), from Assignor, as mortgagor, to Assignee, as mortgagee, and the Other Security Instruments (as defined in the Security Instrument), as supplemented by that certain Multi-Purpose Side Letter (as may be amended from time to time, the "Side Letter") by and among Assignor, Guarantor (as defined in the Security Instrument), and Assignee of even date herewith.

D. It is a condition to Assignee making the Loan that Assignor enter into this Assignment and consummate the transactions contemplated hereby.

E. All capitalized terms used in this Assignment and not expressly defined herein shall have the meanings assigned to such terms in the Security Instrument.

In consideration of the sum of Ten Dollars (\$10.00) and other good, valuable and lawful consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby unconditionally, absolutely and presently bargains, sells, conveys, warrants, grants, assigns, releases and sets over to Assignee, in accordance with the Utah Uniform Assignment of Rents Act, *Utah Code Ann.* § 57-26-101 et seq. (the "Utah Act") and grants a security interest in and to, in accordance with the Utah Uniform Commercial Code, *Utah Code Ann.* § 70A-9a-101 et seq. (the "Utah UCC"), all right, title and interest of Assignor in and to:

- (a) all existing or future leases, licenses, tenancies, occupancies, subleases, franchises, concessions or other agreements (each a "Lease" and collectively, "Leases") (the lessee, licensee, occupant, subtenant, franchisee or concessionee, as applicable, under any Lease, shall be referred to as "Lessee" and collectively as "Lessees") of or in any way affecting the use or occupancy of all or any part of the (i) land ("Land"), more particularly described in Exhibit A hereto, including, without limitation, oil, gas and mineral leases and agreements and/or (ii) buildings, structures or improvements now or hereafter located on the Land (collectively, "Improvements"; the Land and Improvements are herein collectively called "Premises"), together with all extensions, renewals, modifications or replacements thereof and all guarantees of any or all of the obligations of any Lessee pursuant to any Lease; and
- (b) the immediate and continuing right to collect and receive all rents (including those as defined in the Utah Act), income, receipts, revenues, issues, profits, cash collateral, royalties, income and other benefits now due or which may become due or to which Assignor may now or shall hereafter (including during any period of redemption) become entitled or may demand or claim, arising or issuing from or out of the Leases or from or out of the Secured Property or any part thereof, including, without limitation, all minimum, additional, deficiency or percentage rents, all tax and insurance contributions, all liquidated or other damages related to any Lease, all premiums and other sums payable by any Lessee upon the exercise of a cancellation or other privilege provided in any Lease, all proceeds (as such terms are defined in the Utah Act or the Utah UCC) payable pursuant to all condemnation awards or settlements, all policies of insurance or settlements thereof covering the Premises or any part thereof or any loss of rents affecting the Premises or any part thereof, all income and other amounts received or receivable

from the Leases or the Premises in any form, including, without limitation, all proceeds from vending, parking, advertising, laundry, maintenance, cafeteria, club or other commercial operations conducted at or in connection with the Premises, all common area maintenance, service, cable, utility or other charges affecting the Premises or any of the Leases, all tax, insurance or other refunds affecting the Premises, all repayments for tenant improvements or work, together with all rights and claims of any kind which Assignor may have against any Lessee (all of the foregoing are herein called "Rents");

Together with all right, power and authority of Assignor to amend any of the Leases and enforce the provisions thereof.

Notwithstanding, it is agreed that Assignor intends to create, pursuant to this Assignment, an absolute, present and unconditional assignment from Assignor to Assignee and not merely the passing of a security interest, Assignor is hereby permitted and is hereby granted by Assignee, a license ("License") to manage and operate the Secured Property, including, without limitation, the right to collect the Rents, as they respectively become due, but not more than one month in advance, and to enter into and enforce the Leases, unless and until an Event of Default has occurred (other than an Event of Default as to which Assignee, in its sole discretion, has accepted in writing a cure).

Assignor hereby covenants and agrees as follows:

1. Assignee as Creditor. Notwithstanding the License, Assignor intends to constitute Assignee as the creditor of each Lessee in respect of assignments for the benefit of creditors in all bankruptcy, reorganization, insolvency, dissolution or receivership proceedings affecting such Lessee (without obligation, on the part of Assignee, to file or make timely filings of claims in such proceedings or otherwise to pursue any creditors' rights therein). Assignee may, at its option, apply any monies received by Assignee as such creditor in reduction of the Obligations.

2. Rights and Remedies. Upon the occurrence of an Event of Default (other than an Event of Default as to which Assignee, in its sole discretion, has accepted in writing a cure), the License shall automatically cease and terminate. After the occurrence of an Event of Default (other than an Event of Default as to which Assignee, in its sole discretion, has accepted in writing a cure), Assignee may, at its option, enter and take possession of the Premises, or any part thereof, and perform all acts that Assignee deems necessary for the management, operation and maintenance of the Premises. However, without electing to exercise Assignee's right to enter, take over and assume the management, operation and maintenance of the Premises, Assignee, at Assignee's option, may elect to collect the Rents and to enforce payment of the Rents and/or performance of any or all of the other terms and provisions of the Leases and/or exercise any or all rights and privileges of Assignor thereunder, including, without limitation, the rights to fix or modify Rents, to bring or defend any suits in connection with the possession of the Premises or any part thereof in its own name or in Assignor's name, and/or to relet the Premises or any part thereof. Assignee shall, upon the occurrence of an Event of Default (other than an Event of Default as to which Assignee, in its sole discretion, has accepted in writing a cure), apply all Rents, after payment of all proper costs and charges, including, without limitation, all monies due from Assignor pursuant to Section 6 hereof, to the Obligations. After

the occurrence of an Event of Default (other than an Event of Default as to which Assignee, in its sole discretion, has accepted in writing a cure), Assignee may determine, in its sole discretion, the manner of the application of the Rents, the reasonableness of the costs and charges to which the Rents are applied and the item or items which shall be credited thereby. Assignee's entry and taking possession of the Premises, or any part thereof, may be made, at Assignee's option, either by actual entry and possession or by notice to the last owner of the Premises appearing on Assignee's records and no further authorization shall be required. Assignee shall be accountable only for Rents actually received by it pursuant to this Assignment. Notwithstanding any action taken by Assignee pursuant to this Assignment, neither the assignment made pursuant hereto nor any such action shall constitute Assignee as a "mortgagee in possession."

3. Termination of Assignment. Upon payment to Assignee of the full amount of the Obligations, this Assignment shall be void and of no effect.

4. Consent to Payment of Rents. Assignor irrevocably consents that Lessees, upon demand and notice from Assignee of the occurrence of an Event of Default, shall pay the Rents to Assignee without liability of Lessees for the determination of the actual existence of any Event of Default claimed by Assignee. Assignor irrevocably authorizes and directs each Lessee, upon receipt of any notice from Assignee of an Event of Default, to pay to Assignee the Rents. Each such Lessee may rely on any such notice from Assignee, and shall pay all Rents to Assignee, without any obligation and without any right to inquire as to whether any Event of Default actually exists. Assignor shall not have any claim against any Lessee for any Rents paid by any Lessee to Assignee. After the curing of all Events of Default, Assignee shall give written notice thereof to Lessees. Thereafter, until further notice from Assignee, Lessees shall pay the Rents to Assignor.

5. Right to Further Assignment. Assignee may assign Assignee's right, title, and interest in the Leases to any subsequent holder of the Security Instrument and to any person acquiring title to the Premises through foreclosure or otherwise. The receipt by Assignee of any Rents pursuant to this Assignment after the institution of foreclosure proceedings pursuant to the Security Instrument shall not cure any Event of Default nor affect such proceedings or any sale pursuant thereto.

6. Indemnity. Assignor hereby agrees to indemnify and hold Assignee harmless from and against all liability, loss or damage which Assignee may incur (a) pursuant to any Lease, (b) by reason of this Assignment, (c) arising from any action taken by Assignee pursuant to this Assignment, (d) as a result of any claims or demands which may be asserted against Assignee by reason of any alleged obligation of Assignee pursuant to any Lease or this Assignment, or (e) as a result of the enforcement (or attempted enforcement) of this indemnity, provided, however, that in no event shall Assignee be indemnified by Assignor for any liability, loss or damage to the extent incurred as a result of the gross negligence, illegal acts, fraud or willful misconduct of Assignee. Nothing herein contained shall be construed to bind Assignee to the performance of any of the terms and provisions contained in any of the Leases, or otherwise to impose any obligation on Assignee, including, without limitation, any liability pursuant to the covenant of quiet enjoyment contained in any Lease in the event that any Lessee is joined as a party defendant in any action to foreclose the Security Instrument and is barred and foreclosed

thereby of all right, title, interest and equity of redemption in the Premises. Prior to actual entry and taking possession of the Premises by Assignee, this Assignment shall not operate to place responsibility for the control, care, management or repair of the Premises upon Assignee or for the carrying out of any of the terms and provisions of any Lease. If Assignee incurs any liability by reason of any actual entry and taking possession of all or any part of the Premises or for any other reason or occurrence or sustains any loss or damage pursuant to any Lease or pursuant to or by reason of this Assignment or in the defense of any such claims or demands, Assignor shall, within ten (10) Business Days of demand, reimburse Assignee for the amount of such liability, loss or damage, plus interest at the Increased Rate, or at the highest rate permitted by law, whichever is less, from the date on which Assignee pays any amount for such liability, loss or damage to the date Assignor repays to Assignee, in full, such amount and such interest, together with all related costs, expenses and attorneys' fees paid by Assignee, provided, however, that in no event shall Assignee be reimbursed by Assignor for any liability, loss or damage to the extent incurred as a result of the gross negligence, illegal acts, fraud, or willful misconduct of Assignee. From time to time, Assignee may (i) collect and retain possession of the Rents and (ii) apply them in satisfaction of, or reimbursement for, all sums due pursuant to the preceding sentence.

7. Representations and Warranties. Assignor hereby ratifies and affirms all of the representations and warranties set forth in Section 1.08C of the Security Instrument.

8. Covenants Regarding Leases. Assignor hereby covenants and agrees to comply with all of the terms and conditions set forth in Section 1.08D of the Security Instrument.

9. Application of Rents. Assignor shall use and apply all Rents in accordance with the terms of the Security Instrument. Assignor shall not use any Rents for purposes unrelated to the Secured Property, unless and until all current payments of the Obligations, Impositions and such costs, expenses and obligations have been paid or provided for and adequate cash reserves have been set aside to ensure the timely payment of all future payment of all such items.

10. Further Assurances. Assignor shall execute and deliver to Assignee such further instruments as Assignee may reasonably deem necessary to make this Assignment and each further assignment affecting the Leases, the Rents or the Premises fully effective. Assignor hereby appoints Assignee, and its successors and assigns, as its agent and attorney-in-fact to execute and deliver, on behalf of Assignor, all such instruments. Such appointment shall be deemed to be coupled with an interest and to be irrevocable.

11. Cancellation Proceeds. Assignor hereby assigns to Assignee and agrees to promptly pay over to Assignee, all payments made or to be made by reason of the termination, cancellation or surrender of any Lease. After the occurrence of an Event of Default (other than an Event of Default as to which Assignee, in its sole discretion, has accepted in writing a cure), Assignee may apply such payments, at its election, to the Obligations, in such order as Assignee shall determine or may hold such payments in trust as further security, without interest, for the Obligations. If no Event of Default has occurred (other than an Event of Default as to which Assignee, in its sole discretion, has accepted in writing a cure), Assignee shall hold such payments in trust, without interest, and shall, in Assignee's reasonable discretion, disburse such funds to Assignor for re-tenanting expenses.

12. Utah Uniform Assignment of Rents Act. This Assignment is subject to the Utah Act and in the event of any conflict or inconsistency between the provisions of this Assignment and the provisions of the Utah Act, the provisions of the Utah Act shall control and Assignee shall have all rights and remedies available under the Utah Act which rights and remedies shall be cumulative with all rights and remedies hereunder.

13. Intentionally Omitted.

14. Continued Validity. No variation of the terms of any Loan Instrument, including any increase or decrease in the principal amount of the Obligations or in the rate of interest payable pursuant to any Loan Instrument, nor any extension of time for payment thereunder, shall impair the assignment of the Leases and Rents in accordance with the terms of this Assignment.

15. Additional Security. Without prejudice to any of its rights pursuant to this Assignment, Assignee may (a) take security in addition to the security already given Assignee for the payment of the Obligations, (b) release any security given pursuant to the Loan Instruments, (c) release any Person primarily or secondarily liable on the Obligations, (d) grant or make extensions, renewals, modifications or indulgences with respect to the Loan Instruments and replacements thereof, which replacements of the Loan Instruments may be on the same or on terms different from the present terms of the Loan Instruments, and (e) apply any security theretofore held by Assignee to the satisfaction of all or any part of the Obligations.

16. Interpretation. The headings of the Sections of this Assignment are for the convenience of reference only, are not to be considered a part hereof, and shall not limit or otherwise affect any of the terms hereof. As used in this Assignment, words such as "hereby," "herein," "hereof," "hereto" and "hereunder" refer to this Assignment as a whole, and not to any particular Section or clause hereof. Whenever the singular or plural number, masculine or feminine or neuter gender is used herein, it shall equally include the other.

17. Notices. All notices and demands or other communications hereunder shall be in writing and shall be deemed to have been sufficiently given or served for all purposes when presented personally or sent by generally recognized overnight delivery service, with postage prepaid, addressed to Assignor or Assignee, as applicable, at the addresses stated below, or at such other address of which either Assignor or Assignee may hereafter notify the other in writing:

If to Assignor:

c/o Mapletree US Management, LLC  
5 Bryant Park  
28<sup>th</sup> Floor  
New York, NY 10018  
Attn: Asset Management

With a copy to:

Mapletree Investments Pte Ltd  
10 Pasir Panjang Road  
#13-01 Mapletree Business City  
Singapore 117438  
Attn: Group General Counsel

With a copy to:

Cleary Gottlieb Steen & Hamilton LLP  
One Liberty Plaza  
New York, NY 10006  
Attn: Daniel C. Reynolds

If to Assignee:

New York Life Insurance Company  
c/o New York Life Real Estate Investors  
51 Madison Avenue  
New York, New York 10010-1603  
Attn: Director – Loan Management  
Loan No. 374-0989

With a copy to:

New York Life Insurance Company  
Office of the General Counsel  
51 Madison Avenue  
New York, New York 10010-1603  
Attn: Managing Director – Real Estate Section  
Loan No. 374-0989

Each notice or demand so given or served shall be deemed given and effective, (a) if personally delivered, on the day of actual delivery or refusal and (b) if sent by generally recognized overnight delivery service, on the next business day. Notwithstanding the foregoing, service of any notice of default or notice of sale provided or required by law shall, if mailed as required by law, be deemed effective on the date of mailing.

18. Amendment in Writing. No change, amendment, modification, abridgement, cancellation or discharge hereof, or of any part hereof, shall be valid, unless consented to in writing by Assignor and Assignee.

19. Applicable Law. THIS ASSIGNMENT WAS NEGOTIATED IN THE STATE OF ILLINOIS, AND MADE BY ASSIGNOR AND ACCEPTED BY ASSIGNEE IN THE STATE OF ILLINOIS, WHICH STATE THE PARTIES AGREE HAS A SUBSTANTIAL

RELATIONSHIP TO THE PARTIES AND TO THE UNDERLYING TRANSACTION EMBODIED HEREBY, AND IN ALL RESPECTS, INCLUDING, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE, THIS ASSIGNMENT AND THE OBLIGATIONS ARISING HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF ILLINOIS APPLICABLE TO CONTRACTS MADE AND PERFORMED IN SUCH STATE (WITHOUT REGARD TO PRINCIPLES OF CONFLICT OF LAWS) AND ANY APPLICABLE LAW OF THE UNITED STATES OF AMERICA, EXCEPT THAT IF THE PREMISES IS LOCATED IN A STATE OTHER THAN THE STATE OF ILLINOIS, THEN AT ALL TIMES THE PROVISIONS FOR THE CREATION, PERFECTION, AND ENFORCEMENT OF THE LIENS AND SECURITY INTERESTS CREATED PURSUANT HERETO AND PURSUANT TO THE OTHER LOAN INSTRUMENTS WITH RESPECT TO THE SECURED PROPERTY SHALL BE GOVERNED BY AND CONSTRUED ACCORDING TO THE LAW OF THE STATE OF WHERE THE SECURED PROPERTY IS LOCATED WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS, IT BEING UNDERSTOOD THAT, TO THE FULLEST EXTENT PERMITTED BY THE LAW OF THE STATE WHERE THE SECURED PROPERTY IS LOCATED, THE LAW OF THE STATE OF ILLINOIS SHALL GOVERN THE CONSTRUCTION, VALIDITY AND ENFORCEABILITY OF ALL LOAN INSTRUMENTS AND ALL OF THE OBLIGATIONS ARISING HEREUNDER OR THEREUNDER. TO THE FULLEST EXTENT PERMITTED BY LAW, ASSIGNOR HEREBY UNCONDITIONALLY AND IRREVOCABLY WAIVES ANY CLAIM TO ASSERT THAT THE LAW OF ANY OTHER JURISDICTION GOVERNS THIS ASSIGNMENT OR THE OTHER LOAN INSTRUMENTS, AND THIS ASSIGNMENT AND/OR THE OTHER LOAN INSTRUMENTS SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF ILLINOIS.

20. Invalid Provisions to Affect No Others. The unenforceability or invalidity of any provision or provisions of this Assignment as to any persons or circumstances shall not render that provision or those provisions unenforceable or invalid as to any other persons or circumstances, and all provisions hereof, in all other respects, shall remain valid and enforceable.

21. No Waiver or Release. Any failure by Assignee to insist upon the strict performance by Assignor of any of the terms and provisions hereof shall not be deemed to be a waiver of any of the terms and provisions hereof, and Assignee, notwithstanding any such failure, shall have the right thereafter to insist upon the strict performance by Assignor of any and all of the terms and provisions of this Assignment to be performed by Assignor.

22. Cumulative Rights. The rights of Assignee arising under this Assignment and the other Loan Instruments shall be separate, distinct and cumulative and none of them shall be in exclusion of the others. No act of Assignee shall be construed as an election to proceed under any one provision herein or in any other Loan Instrument to the exclusion of any other provision, anything herein or otherwise to the contrary notwithstanding.



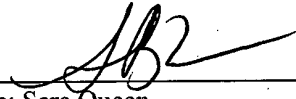
23. No Merger or Termination. The Leases shall not terminate and shall remain in full force and effect irrespective of any merger of the interest of the lessor and Lessee thereunder.

24. Successors and Assigns. This Assignment shall be binding upon Assignor and its successors and assigns, and shall inure to the benefit of Assignee, its successors and assigns. The covenants contained in this Assignment shall run with the land and, in addition to having the binding effect stated above, shall bind all subsequent encumbrances, lessees and sublessees of the Secured Property.

IN WITNESS WHEREOF, Assignor has duly executed this Assignment as of the day and year first above written.

**ASSIGNOR:**

**FINLAYSON LOGISTICS ASSETS LLC, a**  
Delaware limited liability company

By:   
Name: Sara Queen  
Title: Vice President

ACKNOWLEDGMENT

STATE OF New York )  
 ) SS.  
COUNTY OF New York )

On this 4 day of March, 2019, before me appeared Sara Queen, known to me to be the person described in and who executed the foregoing instrument, as the Vice President of Finlayson Logistics Assets LLC, a Delaware limited liability company, and acknowledged that he/she executed the same as the free act and deed of said limited liability company and is acting for and on behalf of said limited liability companies.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid on the day and year first above written.

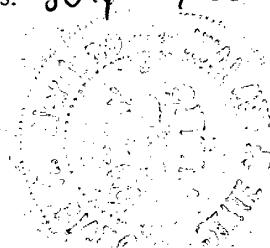
[SEAL]

*David R. Giordano*

Printed Name: David Giordano  
Notary Public in and for said State

**David R. Giordano**  
**Notary Public, State of New York**  
**No. 01G16362525**  
**Qualified in New York County**  
**Commission Expires July 31st, 2021**

My Commission Expires: July 31, 2021



*please affix seal firmly and clearly in this box*

PREPARED BY AND UPON  
RECORDATION RETURN TO:  
DLA PIPER LLP (US)  
444 West Lake Street, Suite 900  
Chicago, Illinois 60606-0089  
Attn: Alison Mitchell

**EXHIBIT A**  
**THE LAND**

The Land is described as follows: Real property in the County of Salt Lake, State of UT,  
described as follows:

PARCEL 1:

LOT 11, BONNEVILLE CENTER PLAT D, ACCORDING TO THE OFFICIAL PLAT  
THEREOF ON FILE AND OF RECORD IN THE SALT LAKE COUNTY RECORDER'S  
OFFICE.

PARCEL 2:

TOGETHER WITH A NONEXCLUSIVE EASEMENT FOR THE USE OF DRAINAGE AND  
PUBLIC UTILITY EASEMENTS AS SET FORTH IN THAT CERTAIN "AMENDED AND  
RESTATED DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS FOR  
BONNEVILLE CENTER", RECORDED IN INSTRUMENT NO 6570367 IN BOOK 7596 AT  
PAGE 2627.

Addresses: 255 North Apollo Road, Salt Lake City, UT 84116;  
175 North Apollo Road, Salt Lake City, UT 84116  
PIN: 07-35-427-001-0000

Exhibit A-1

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**BK 10761 PG 6557**

Real property in the City of Salt Lake City, County of Salt Lake, State of Utah, described as follows:

PARCEL 1:

LOT 1, SALT LAKE INTERNATIONAL CENTER PLAT 6, ACCORDING TO THE OFFICIAL PLAT THEROF, AS RECORDED IN THE OFFICE OF THE SALT LAKE COUNTY RECORDS OFFICE.

PARCEL 2:

BEGINNING AT THE NORTHWEST CORNER OF LOT 2, SALT LAKE INTERNATIONAL CENTER PLAT 6, AND RUNNING THENCE NORTH 89°58'00" EAST 699.33 FEET; THENCE SOUTH 00°02'00" EAST 216.00 FEET; THENCE SOUTH 89°58'00" WEST 198.00 FEET; THENCE SOUTH 00°02'00" EAST 10.00 FEET; THENCE SOUTH 89°58'00" WEST 255.32 FEET; THENCE NORTH 00°02'00" WEST 50.00 FEET; THENCE SOUTH 89°58'00" WEST 246.25 FEET; THENCE NORTH 00°02'54" EAST 176.00 FEET TO THE POINT OF BEGINNING.

PARCEL 3:

TOGETHER WITH A NON-EXCLUSIVE PERPETUAL EASEMENT FOR VEHICULAR INGRESS, REGRESS AND EGRESS FOR PASSENGER AUTOMOBILES AND OTHER VEHICLES, AS CONTAINED IN "DECLARATION OF EASEMENTS AND RESTRICTIVE COVENANTS" RECORDED JANUARY 31, 2012 AS ENTRY NO. 11324520 IN BOOK 9987 AT PAGE 4947.

PARCEL 4:

TOGETHER WITH AN EASEMENT FOR THE USE OF COMMON FACILITIES AND COMMON AREAS AS SET FORTH IN THAT CERTAIN "MASTER DECLARATION OF ESTABLISHMENT OF EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS OF SALT LAKE INTERNATIONAL CENTER", RECORDED IN INSTRUMENT NO 2703864 IN BOOK 3846 AT PAGE 372, INCLUDING BUT NOT LIMITED TO DRAINAGE EASEMENTS.

Address: 480 North 5600 West, Salt Lake City, UT 84116  
PIN: 07-36-151-008-0000

Exhibit A-2

EAST165226200.3

**BK 10761 PG 6558**

Real property in the City of Salt Lake, County of Salt Lake, State of Utah, described as follows:

PARCEL 1:

LOT 53, SORENSON TECHNOLOGY PARK - PLAT 3, ACCORDING TO THE OFFICIAL PLAT THEREOF, RECORDED SEPTEMBER 23, 1998 AS ENTRY NO. 7095353 IN BOOK 98-9P OF PLATS AT PAGE 263 IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER.

PARCEL 2:

LOT 54, SORENSON TECHNOLOGY PARK - PLAT 3, ACCORDING TO THE OFFICIAL PLAT THEREOF, RECORDED SEPTEMBER 23, 1998 AS ENTRY NO. 7095353 IN BOOK 98-9P OF PLATS AT PAGE 263 IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER.

Address: 955 South 3800 West, Salt Lake City, UT 84104  
PINs: 15-08-177-001-0000; 15-08-177-002-0000

Exhibit A-3

EAST\165226200.3

**BK 10761 PG 6559**