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RASHELLE HOBBS
Recorder, Salt Lake County, UT
FIRST AMERICAN TITLE AZ
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AFTER RECORDING, PLEASE RETURN TO:

David E. Gee, Esq.
Parr Brown Gee & Loveless
101 S 200 E, Suite 700
Salt Lake City, Utah 84111

Parcel Nos.: 08-36-376-014; 08-36-376-024; 08-36-376-040; 08-36-376-041; 08-36-376-043; 08-36-376-046; 08-36-376-045; 08-36-376-047; 08-36-376-048; 08-36-376-049; 08-36-376-050; 08-36-376-051; 08-36-376-052.

AMENDMENT TO AGREEMENT AND GRANT OF EASEMENTS

THIS AMENDMENT TO AGREEMENT AND GRANT OF EASEMENTS (this "**Amendment**") is executed as of this 27 day of June, 2019, by and between GATEWAY ASSOCIATES, LTD., a Utah limited partnership ("**Associates**"), FIELDING GROUP, LLC, a Utah limited liability company ("**Fielding**"), GATEWAY OFFICE 4, L.C, a Utah limited liability company ("**Gateway 4**"), BCAL GATEWAY PROPERTY, LLC, a Delaware limited liability company ("**Beacon**") and BOYER GATEWAY HOTEL, L.C., a Utah limited liability company (the "**Hotel Owner**" and, together with Associates, Fielding, Gateway 4, Beacon and Hotel Owner, collectively the "**Owners**" or individually, an "**Owner**").

RECITALS:

A. The Owners, or their predecessors in interest, previously executed a certain Agreement and Grant of Easements dated July 17, 2013 and recorded July 18, 2013 as Entry No. 11686490 in Book 10160, at Page 4556 of the Official Records of Salt Lake County (the "**2013 Agreement**"). Capitalized terms which are used but not defined in this Amendment shall have the same meanings as set forth in the 2013

B. Gateway 4 owns that certain parcel of land the legal description of which is set forth on Exhibit "A" attached hereto (the "**Gateway Office 4 Parcel**").

C. Beacon now owns that certain parcel of land the legal description of which is set forth on Exhibit "B" attached hereto (the "**Gateway Office 6 Parcel**").

D. Hotel Owner owns that certain parcel of land the legal description of which is set forth on Exhibit "C" attached hereto (the "**Hotel Parcel**").

E. Associates owns the following parcels of land: (i) a parcel on which certain improvements have been constructed, the legal description of which is set forth on Exhibit "D" attached hereto (the "**Associates Parcel**"); and (ii) that certain parcel which is currently being used as a parking lot but on which additional retail and or office buildings and related improvements may be constructed in accordance with this Amendment, the legal description of which is set forth on Exhibit "E" attached hereto (the "**North Development and Parking Parcel**").

F. Fielding owns that certain parcel of land, the legal description of which is set forth on Exhibit "F" attached hereto (the "**Fielding Parcel**").

G. The Retail Phase 2 Parcel (as defined in the 2013 Agreement) was previously owned entirely by Associates, but in 2016 was subdivided into certain lots and condominium units that now constitute the Associates Parcel and the Fielding Parcel.

H. The Gateway Office 4 Parcel, the Gateway Office 6 Parcel, the Associates Parcel, the North Development and Parking Parcel and the Fielding Parcel constituted the “**Retail Phase 2 Parcels**” as defined in that certain Declaration Of Covenants, Restrictions And Easements dated May 5, 2005 and recorded May 6, 2005 as Entry No. 9370292 in Book 9128, commencing at Page 605 of the official records of the Salt Lake County Recorder, as amended by that certain Amendment to Declaration of Covenants, Restrictions and Easements recorded May 31, 2005 as Entry No. 9390612, in Book 9137, commencing at Page 7862 of the official records of the Salt Lake County Recorder (the “**2005 Declaration**”).

I. Section 7.b of the 2005 Declaration imposed on the Retail 2 Parcels the obligation to pay the Phase 2 Contribution (as defined in the 2005 Declaration).

J. Section 3(e) of the 2013 Agreement included a provision that Associates, as Owner of the Retail Phase 2 Parcel, would pay the Phase 2 Contribution without reimbursement from the other Owners.

K. Contemporaneously with the execution and delivery of this Amendment, the 2005 Declaration is being further amended to release all of the Owners from the obligation to pay the Phase 2 Contribution except the Owner of the Associates Parcel.

L. The Owners desire to amend the 2013 Agreement to be consistent with such amendment to the 2005 Declaration.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owners make the following agreements and create the following easements, all of which apply to, bind, affect and run with title to each Parcel.

1. Amendment of Section 3(e). Section 3(e) of the 2013 Agreement is hereby amended in its entirety to read as follows:

(e) Obligation of Owner of Associates Parcel. The Owner of the Associates Parcel shall pay, and shall indemnify, hold harmless and defend the Owner of the Gateway Office 6 Parcel from and against any amount owing under Section 10.14 of the Plaza Pedestrian and Public Use Easement and Programming Agreement dated December 23, 1999 executed by Associates, as “Owner” in favor of Redevelopment Agency of Salt Lake City, a public agency, and Salt Lake City Corporation, a municipal corporation of the state of Utah, which was recorded January 13, 2000 as Entry No. 7553964 in Book 8336 at Page 1240 of the Official Records of the Salt Lake County Recorder, as amended.

For avoidance of doubt, because the amendment to the 2005 Declaration provides that the Owners of the Associates Parcel is solely obligated to pay the Phase 2 Contribution, Fielding and its successors and assigns as to the Fielding Parcel are released from any obligation to pay the Phase 2 Contribution or reimburse the other Owners against the same.

2. Miscellaneous.

a. All Other Terms in Effect. Except to the extent the 2013 Agreement is modified by this Amendment, all other terms and conditions of the 2013 Agreement will continue in full force and effect. In the event of a conflict between the terms of the 2013 Agreement and the terms of this Amendment, the terms of this Amendment shall prevail.

b. Entire Agreement. This Amendment represents the entire agreement of the Owners with respect to the subject matter hereof, and the terms hereof shall not be amended or changed by any oral representation or agreement.

c. Counterparts. This Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one amendment.

d. Authority. Each signatory of this Amendment represents that he or she has the authority to execute and deliver the same on behalf of the party hereto for which such signatory is acting.

(Signatures begin on following page)

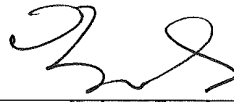
[SIGNATURE PAGE FOR GATEWAY ASSOCIATES]

EXECUTED the day and year first above written.

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

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

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



By: _____
Name: Brian Gochnour
Its: Manager

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

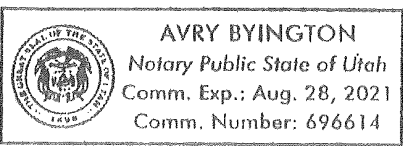
The foregoing instrument was acknowledged before me this 5 day of June, 2019, by Brian Gochnour, a Manager of THE BOYER COMPANY, L.C., a Utah limited liability company, which is a Manager of BOYER GATEWAY, L.C., a Utah limited liability company, which is a general partner of GATEWAY ASSOCIATES, LTD., a Utah limited partnership.

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



NOTARY PUBLIC
Residing at: Salt Lake County, Utah

My Commission Expires: 8/28/21



[SIGNATURE PAGE FOR FIELDING]

EXECUTED the day and year first above written.

FIELDING GROUP, LLC,
a Utah limited liability company
by its Manager

CICERO GROUP, LP,
A Utah limited partnership
By its General Partner

SUMMIT GROUP ADVISORS, INC.
a Utah corporation

By: Randy Shumway
Name: Randy Shumway
Its: Member

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

The foregoing instrument was acknowledged before me this 14th day of June, 2019 by Randy Shumway the Member of SUMMIT GROUP ADVISORS, INC., which is the general partner of CICERO GROUP, LP, which is the manager of FIELDING GROUP, LLC.

Kathy Marcum
NOTARY PUBLIC

My Commission Expires: 2/11/2023
Residing at Salt Lake City



SIGNATURE PAGE FOR GATEWAY OFFICE 4

EXECUTED the day and year first above written.

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

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

By: 
Name: Brian Gochnour
Its: Manager

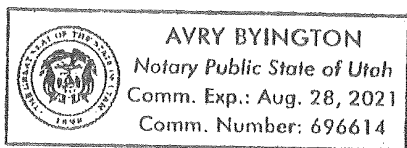
STATE OF UTAH)
: ss.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 5 day of June, 2019 by Brian Gochnour, a Manager of THE BOYER COMPANY, L.C., a Utah limited liability company, which is a Manager of GATEWAY OFFICE 4, L.C., a Utah limited liability company.

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

My Commission Expires: 8/28/21


NOTARY PUBLIC
Residing at: Salt Lake County, Utah



SIGNATURE PAGE FOR HOTEL OWNER

EXECUTED the day and year first above written.

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

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



 By: _____
 Name: Brian Gochnour
 Its: Manager

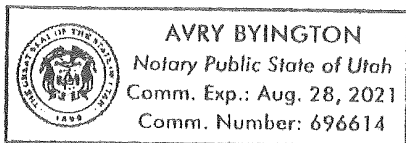
STATE OF UTAH)
 : ss.
 COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 5 day of June, 2019 by Brian Gochnour, a Manager of THE BOYER COMPANY, L.C., a Utah limited liability company, which is a Manager of BOYER GATEWAY HOTEL, L.C., a Utah limited liability company.

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

My Commission Expires: 8/28/21


 NOTARY PUBLIC
 Residing at: Salt Lake County, Utah



CONSENT OF LIENHOLDER
TO
AMENDMENT TO AGREEMENT AND GRANT OF EASEMENTS
(Associates Parcel)

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

DATED: _____, 2019.

WELLS FARGO BANK, NATIONAL ASSOCIATION,
a national banking association

By: Ben Bliss
Name: Ben Bliss
Title: Vice President

State of UTAH)
 : ss.
County of SALT LAKE

The foregoing instrument was acknowledged before me on June 20th, 2019, by BEN BLISS, the VICE PRESIDENT of WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association

Jessica Martinez
Notary Public

My Commission Expires: May 24, 2021

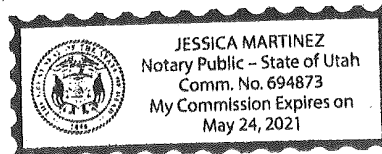


EXHIBIT "A"
TO
AMENDMENT TO AGREEMENT AND GRANT OF EASEMENTS

Legal Description of Gateway 4 Office Parcel

That certain real property located in Salt Lake County, Utah, and more particularly described as:

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

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

EXHIBIT "B"
TO
AMENDMENT TO AGREEMENT AND GRANT OF EASEMENTS

Legal Description of Gateway Office 6 Parcel

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

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

Parcel No. 08-36-376-041

EXHIBIT "C"
TO
AMENDMENT TO AGREEMENT AND GRANT OF EASEMENTS

Legal Description of Hotel Parcel

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

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

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

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

Tax Parcel No. 08-36-376-024

EXHIBIT "D"
TO
AMENDMENT TO AGREEMENT AND GRANT OF EASEMENTS

Legal Description of Gateway Retail Parcel

Lot 6B, Boyer Gateway Lot 6 Amended, according to the official plat thereof on record as Entry No. 12306373 in Book 2016P at Page 136 in the Salt Lake County, Utah, Recorder's Office.

Units 102 and 204, contained within the Gateway Block D Condominiums as the same is identified in the Plat of Condominium recorded in Salt Lake County, Utah, on June 23, 2016 as Entry No. 12306377 (as said Record of Survey Plat shall have heretofore been amended or supplemented) and in the Declaration of Condominium for Gateway Block D Condominiums, recorded in Salt Lake County, Utah on June 23, 2016 as Entry No. 12306378, in Book No. 10445 at Pages 293-363.

Tax Parcel Nos.: 08-36-376-043; 08-36-376-046; 08-36-376-050

EXHIBIT "E"
TO
AMENDMENT TO AGREEMENT AND GRANT OF EASEMENTS

Legal Description of the North Development and Parking Parcel

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

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

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

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

Tax Parcel No.: 08-36-376-040

EXHIBIT "F"
TO
AMENDMENT TO AGREEMENT AND GRANT OF EASEMENTS

Legal Description of the Fielding Parcel

Units 101, 201, 202, 203, P-001 and P-001, contained within the Gateway Block D Condominiums as the same is identified in the Plat of Condominium recorded in Salt Lake County, Utah, on June 23, 2016 as Entry No. 12306377 (as said Record of Survey Plat shall have heretofore been amended or supplemented) and in the Declaration of Condominium for Gateway Block D Condominiums, recorded in Salt Lake County, Utah on June 23, 2016 as Entry No. 12306378, in Book No. 10445 at Pages 293-363.

Tax Parcel Nos.: 08-36-376-045; 08-36-376-047; 08-36-376-048; 08-36-376-049; 08-36-376-051; 08-36-376-052