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RASHELLE HOBBS
Recorder, Salt Lake County, UT
FIRST AMERICAN NCS
BY: eCASH, DEPUTY - EF 17 P.

WHEN RECORDED MAIL TO:
W. Michael Black
Mitchell, Barlow & Mansfield, P.C.
Nine Exchange Place, Suite 600
Salt Lake City, Utah 84111

PARKING EASEMENT AGREEMENT

THIS PARKING EASEMENT AGREEMENT (this "Agreement") is made this 30th day of October, 2019 by and between EXCHANGE PLACE GARAGE, a Utah general partnership ("Grantor"), and COMMERCIAL CLUB BUILDING, L.L.C., a Utah 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 32 Exchange Place, Salt Lake City, Utah, 84111 commonly known as the Commercial Club Building, and legally described on **Exhibit B** attached hereto (the "Commercial Club Building").

Grantee desires an easement, for the benefit of the Commercial Club 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.

Grantee is a party to that certain Partnership Agreement of Exchange Place Garage dated September 27, 1990, as amended by first amendment dated February 21, 2002, second amendment dated March, 2002, third amendment dated April 29, 2005, fourth amendment dated April 26, 2007, fifth amendment dated on or about October 18, 2014, Sixth Amendment to Partnership Agreement of Exchange Place Garage dated on or about February 27, 2015, and Seventh Amendment to Partnership Agreement of Exchange Place Garage, dated July 7, 2017, (collectively, and together with any amendments after the date hereof, the "Partnership Agreement"). Nothing contained in this Agreement in any way amends or modifies the Partnership Agreement.

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

FIRST AMERICAN TITLE
#NCS 959175

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 Commercial Club Building and all tenants therein, an easement (the "Easement") to use up to 75 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 any Parking Stalls which Grantee, under the Partnership Agreement, may be entitled to reserve (the "Reserved Stalls") for use by tenants in the Commercial Club Building. The actual location of any such Reserved Stalls within the Parking Garage may change from time to time in accordance with 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 use all of the 75 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 partners 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 to 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. RUNNING WITH LAND

4.1 By Grantor. This Agreement shall be binding upon and run to the benefit of the Grantor and its successors and assigns who owns the Parking Garage. Grantor may not assign its rights 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 Commercial Club Building. Grantee may not assign its rights or obligations hereunder separate from ownership of the Commercial Club Building. Grantee may permit the Parking Stalls to be used by tenants in the Commercial Club 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 Commercial Club 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 materially 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 Commercial Club 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 beneficiary 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 nonjudicial 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 Westport Capital Partners LLC
2121 Rosecrans Avenue
Suite 4325
El Segundo, California 90245
Attention: Eric Clapp, Managing Director

and

c/o Westport Capital Partners LLC
40 Danbury Road
Wilton, Connecticut 06897
Attention: Marc Porosoff, Esq.

and

c/o Watt Investment Partners
2716 Ocean Park Boulevard
Suite 2025
Santa Monica, California 90405
Attention: Jennifer McElyea

Grantee:

Commercial Club Building, L.L.C.

*1961 So. La Cienega Blvd
L.A. CA. 90034*

Attention: *JACK SIMANTO B*
Email: *JKSIMANTOB@ARTRESOURCES.L*

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 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 Commercial Club 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 each lender holding a mortgage or deed of trust on the Commercial Club Building or the Parking Garage.

[Remainder of page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement to be effective for all purposes as of the date first above written.

GRANTOR:

**EXCHANGE PLACE GARAGE,
a Utah general partnership**

By: NEWHOUSE PARKING GARAGE, LLC,
a Delaware limited liability company
Managing Partner

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

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: [Signature]
Name: Howard Fife
Title: Vice President

By: [Signature]
Name: Marc Porosoff
Title: Vice President and Secretary

Connecticut
STATE OF ~~UTAH~~)
:SS
COUNTY OF ~~SALT LAKE~~) Fairfield

On October 24, 2019, before me, a notary public in and for the State of Connecticut, personally appeared Howard Fife and Marc Porosoff, who duly acknowledged to me that they executed the foregoing instrument as the Vice President of Exchange Place Garage.

Margaret Ficano
Notary Public

My commission expires on: 2-31-20



GRANTEE:

COMMERCIAL CLUB BUILDING, L.L.C.

By: Jack Simantob
Name: JACK SIMANTOB
Title: Manager

STATE OF UTAH)
 :SS
COUNTY OF SALT LAKE)

On October 10, 2019, before me, a notary public in and for the State of Utah, personally appeared Jack Simantob, who duly acknowledged to me that he executed the foregoing instrument as the Manager of Commercial Club Building, L.L.C.

Melissa Snell
Notary Public

My commission expires on: January 31, 2021

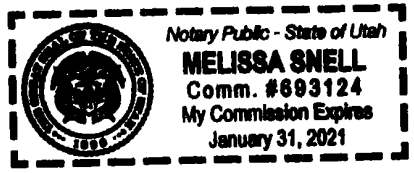


Exhibit A

Parking Structure Legal Description

EXHIBIT A

PARCEL 1:

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 2:

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 3:

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 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 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,

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 3, 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 4:

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 4, 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 5:

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 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 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 6:

A PERPETUAL AND EXCLUSIVE EASEMENT AND RIGHT OF WAY, APPURTENANT TO PARCELS 1 THROUGH 5, 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 7:

A NON-EXCLUSIVE PERPETUAL COMMON EASEMENT AND RIGHT OF WAY, APPURTENANT TO PARCELS 1 THROUGH 5, 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 1 THROUGH 7, ARE ALSO DESCRIBED OF RECORD, AS FOLLOWS:

BEGINNING AT A POINT NORTH 89°57'59" EAST 148.50 FEET FROM THE NORTHWEST CORNER OF LOT 5, BLOCK 52, PLAT "A", SALT LAKE CITY SURVEY, AND RUNNING THENCE NORTH 89°57'59" EAST 180.43 FEET TO 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; THENCE SOUTH 0°02' EAST 330.00 FEET; THENCE SOUTH 89°57'59" WEST

39.00 FEET; THENCE SOUTH 0°02' EAST 85.00 FEET; THENCE SOUTH 89°57'59" WEST 30.00 FEET; THENCE NORTH 0°02' WEST 85.00 FEET; THENCE SOUTH 89°57'59" WEST 35.00 FEET; THENCE SOUTH 0°02' EAST 6.00 FEET; THENCE SOUTH 89°57'59" WEST 72.50 FEET; THENCE NORTH 6°30'37" EAST 34.27 FEET; THENCE NORTH 0°02' WEST 35.00 FEET; THENCE NORTH 89°57'59" EAST 5.12 FEET; THENCE NORTH 0°02' WEST 68.96 FEET; THENCE SOUTH 89°57'59" WEST 10.20 FEET; THENCE NORTH 7°18' WEST 18.24 FEET; THENCE NORTH 0°02' WEST 179.95 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPTING THEREFROM THE FOLLOWING:

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.

ALSO, LESS AND EXCEPTING THE FOLLOWING TWO TRACTS:

TRACT "A": DESCRIPTION OF 6.0 FOOT STRIP ALONG SOUTH SIDE OF EXCHANGE PLACE GARAGE: 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.

TRACT "B": DESCRIPTION OF 6.25 FOOT STRIP OF WEST CURB WALL OF PARKING RAMP: 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.

TOGETHER WITH A PERPETUAL EASEMENT AND RIGHT OF WAY FOR VEHICULAR AND PEDESTRIAN INGRESS AND EGRESS AS ESTABLISHED BY THAT CERTAIN INSTRUMENT RECORDED OCTOBER 19, 1990, AS ENTRY NO. 4976062, IN BOOK 6259 AT PAGE 2232 OVER THE FOLLOWING DESCRIBED PROPERTY:

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.

TOGETHER WITH A NON-EXCLUSIVE PERPETUAL RIGHT OF WAY AND COMMON EASEMENT FOR VEHICULAR AND PEDESTRIAN TRAFFIC AS ESTABLISHED BY THAT CERTAIN RIGHT OF WAY AGREEMENT RECORDED MARCH 26, 1919, AS ENTRY NO. 409108, IN BOOK 3-J OF LIENS AND LEASES AT PAGE 323 OVER THE FOLLOWING DESCRIBED PROPERTY:

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 1 THROUGH 7, 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 "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 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.

TOGETHER WITH A NON-EXCLUSIVE PERPETUAL EASEMENT AND RIGHT-OF-WAY FOR VEHICULAR AND PEDESTRIAN INGRESS AND EGRESS, AS PROVIDED FOR IN THAT CERTAIN EASEMENT RECORDED OCTOBER 10, 1990 AS ENTRY NO. 4976062, IN BOOK 6259, AT PAGE 2232 OF THE OFFICIAL RECORDS OF THE SALT LAKE COUNTY RECORDER, OVER THE FOLLOWING DESCRIBED PROPERTY:

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.

SUBJECT TO AND TOGETHER WITH A NON-EXCLUSIVE PERPETUAL RIGHT-OF-WAY AND COMMON EASEMENT FOR VEHICULAR AND PEDESTRIAN TRAFFIC, AS PROVIDED FOR IN 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 THE OFFICIAL RECORDS OF THE SALT LAKE COUNTY RECORDER, OVER THE FOLLOWING DESCRIBED PROPERTY:

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 100.0 FEET; THENCE WEST 10.0 FEET TO THE POINT OF BEGINNING.

Said property is also known by the street address of:
Parcels 1, 2 and 5: 31 E Exchange Place, Salt Lake City, UT 84111
Parcels 3 and 4: 22 East 300 South, Salt Lake City, UT 84111

Assessor's Parcel Numbers:

16-06-153-011-0000

16-06-301-033-0000

16-06-301-008-0000

16-06-301-009-0000

16-06-301-036-0000

Exhibit B

Commercial Club Building Legal Description

Exhibit B

PARCEL 1:

Beginning at the intersection of Exchange Place and Cactus Street, which point is 297 feet East and 179 feet North from the Southwest corner of Block 52, Plat "A", Salt Lake City Survey and running thence Westerly along the South line of Exchange Place 75 feet; thence South 109 feet; thence East 75 feet to the West line of Cactus Street; thence Northerly along the West line of Cactus Street 109 feet to the point of beginning, being in and a part of Lot 3, Block and Plat aforesaid.

PARCEL 2:

Beginning at a point 122 feet North from the Southwest corner of Lot 3, Block 52, Plat "A", Salt Lake City Survey and running thence East 57 feet; thence North 57 feet to Exchange Place; thence along Exchange Place West 57 feet; thence South 57 feet to the place of beginning.

PARCEL 3:

Beginning at a point 53 feet North from the Southwest corner of Lot 3, Block 52, Plat "A", Salt Lake City Survey and running thence East 82 feet; thence North 17 feet; thence West 25 feet; thence North 52 feet; thence West 57 feet; thence South 69 feet to the place of beginning.

PARCEL 4:

A non-exclusive easement, appurtenant to Parcels 2 and 3 for an alley and driveway over the East 13 feet of the South 179 feet of Lot 4, Block 52, Plat "A", Salt Lake City Survey, except the East 30 inches thereof.

Tax Serial Number:

16-06-302-007, 16-06-302-003, and 16-06-302-004