

AFTER RECORDING, PLEASE RETURN TO:

Charles L. Maak, Esq.
Maak & Maak
370 East South Temple
Suite 300
Salt Lake City, Utah 84111

DEC 30 1980

Recorded _____ at 9:14 AM

Request of WESTERN STATES TITLE

KATIE L. DIXON, Recorder
Salt Lake County, Utah

\$ 2150 By Lynn Whitehurst Deputy

REF. _____

3518568

SEGREGATION OF GROUND LEASE

[Dividing Into Two Separate Ground Leases
What Originally Was One]

THIS INSTRUMENT, dated the 18th day of November, 1980, is made and entered into by and between ORIGINAL UTAH WOOLEN MILLS, a Utah corporation whose corporate name prior to approximately 1929 was "UTAH WOOLEN MILLS" (hereinafter referred to as "Landlord," whether one or more), and CROSSROADS PLAZA ASSOCIATES, a Utah Joint Venture and General Partnership (hereinafter referred to as "Tenant").

RECITALS:

(i) Landlord, as Landlord, and Tenant, as Tenant, have heretofore entered into a Ground Lease dated May 2, 1978 covering the following-described real property situated in Salt Lake City, County of Salt Lake, State of Utah:

See Exhibit A attached hereto and incorporated herein by this reference.

TOGETHER WITH: (a) All of Landlord's right, title, and interest in and to any land lying within any street, road, or alley, whether open, proposed, closed, or vacated, which may adjoin the Tract; (b) All of Landlord's right, title, and interest in and to any strips and gores of land adjacent to, abutting, or used in connection with the Tract; (c) All easements and rights-of-way appurtenant to or benefitting the Tract, but excluding any easement or right-of-way used or enjoyed in connection with the building located at approximately 57 West South Temple in Salt Lake City, Utah (which said building lies outside of the "Overall Site" referred to in the following Paragraph (ii)); and (d) Any and all appurtenances and hereditaments in any way appertaining to the Tract.

A counterpart of said Ground Lease was recorded in Salt Lake County, Utah on June 16, 1978 as Entry No. 3124860 in Book 4691 at Page 1323. [Said recorded counterpart has deleted therefrom Section 5 (entitled "Minimum Rent") and Section 6 (entitled "Percentage Rent"), both of which pertain to the amount of rent payable.] Said Ground Lease is hereinafter referred to as the "Original Ground Lease." The above-described real property is, except as provided to the contrary in Section 42 thereof, referred to in the Original Ground Lease as the "Tract."

(ii) Said "Tract" is included in and constitutes a part of a larger parcel of real property, which said larger parcel is situated in Salt Lake City, County of Salt Lake, State of Utah, comprises the bulk of the city block bounded by Main Street, West Temple, First South, and South Temple, and is described as follows (said larger parcel is, except as provided to the contrary in Section 42 thereof, referred to in the Original Ground Lease as the "Overall Site"):

RECORD AS #10

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BEGINNING at the Southeast corner of Lot 3, Block 76, Plat "A", Salt Lake City Survey (which point is also the intersection of the North line of First South Street and the West line of Richards Street), and running thence (along the West line of Richards Street) North 207.50 feet; thence West 330 feet to a point on the East line of West Temple Street; thence (along said East line) North 292.5 feet; thence East 82.5 feet; thence North 1.0 foot; thence East 148.5 feet; thence North 159.0 feet to a point on the South line of South Temple Street; thence (along said South line) East 264.00 feet to the Northeast corner of Lot 7 in said Block 76; thence (along the East line of said Lot 7) South 105.00 feet; thence East 41.00 feet; thence North 20.67 feet; thence East 124.00 feet to a point on the West line of Main Street; thence (along said West line) South 462.746 feet, more or less, to the Northeasterly corner of the property generally known or referred to as the "McIntyre Building Condominium"; thence West 145.00 feet; thence South 47.92 feet; thence West 10.15 feet; thence South 65.00 feet to the North line of First South Street; thence (along said North line) West 174.85 feet to the point of BEGINNING.

TOGETHER WITH a right-of-way over each of two (2) strips of land described as follows:

(1) BEGINNING 99 feet West of the Northeast corner of Lot 6, Block 76, Plat "A," Salt Lake City Survey, and running thence South 100 feet; thence West 11.5 feet; thence North 100 feet; thence East 11.5 feet to the point of BEGINNING.

(2) BEGINNING 110 feet West of the Northeast corner of Lot 8, Block 76, Plat "A," Salt Lake City Survey, and running thence South 84 feet 4 inches; thence West 14 feet; thence North 84 feet 4 inches; thence East 14 feet to the point of BEGINNING.

(iii) Landlord is the present owner and holder of fee title to the "Tract" covered by the Original Ground Lease and of the rights, interests, and estate of the Landlord under the Original Ground Lease. Tenant is the present owner and holder of the leasehold estate in said "Tract" created by the Original Ground Lease and of the rights, interests, and estate of the Tenant under the Original Ground Lease.

(iv) Section 41 contained in the Original Ground Lease anticipates that, at a convenient and appropriate time, Tenant will desire to accomplish the various matters necessary or desirable to enable each of the "Estate in the Tower" and the "Estate in the Balance" to be safely and comfortably owned, held, encumbered, and in all other respects dealt with by Tenant (and the

successors and assigns of Tenant) separately and independently from the other of said "Estates," to the end that: (a) The "Estate in the Tower" will remain in effect and unprejudiced so long as such of the obligations of Tenant under the Original Ground Lease as are or as can be logically linked to or connected with the "Estate in the Tower" are discharged and performed, notwithstanding that other obligations of Tenant under the Original Ground Lease may not be discharged and performed; and (b) The "Estate in the Balance" will remain in effect and unprejudiced so long as such of the obligations of Tenant under the Original Ground Lease as are or as can be logically linked to or connected with the "Estate in the Balance" are discharged and performed, notwithstanding that other obligations of Tenant under the Original Ground Lease may not be discharged and performed.

(v) In furtherance of such anticipated goals, Section 41 of the Original Ground Lease obligates Landlord to join in the execution and delivery of such documents and instruments as may be necessary or appropriate, in Tenant's reasonable judgment, to properly effectuate an arrangement resulting in the state of affairs generally described in the preceding Paragraph (iv). Said Section 41 goes on to describe, by way of example and in general terms, three (3) possible methods via which Tenant may elect to achieve such state of affairs. Tenant has determined that the most suitable method for achieving such state of affairs is one employing an "air rights" format generally similar to the method identified as item "(C)" in said Section 41.

(vi) In partial achievement of such state of affairs and in anticipation of the segregation of the Original Ground Lease which is accomplished by this instrument, on or about the date of recordation of a counterpart of this instrument in Salt Lake County, Utah there is being recorded in Salt Lake County, Utah a counterpart of an instrument entitled "Description of the Estates in the Tower and the Balance," dated November 17, 1980, describing and concerning the "Overall Site" described in Paragraph (ii) above, and executed by Tenant, Commercial Tower Associates (a Utah Limited Partnership), Landlord, and the various parties landlord under each of seven (7) Ground Leases covering portions of said "Overall Site" other than the "Tract" covered by the Original Ground Lease. Said instrument entitled "Description of the Estates in the Tower and the Balance" is hereinafter referred to as the "Air Rights Document."

(vii) By this instrument Landlord and Tenant desire to accomplish the segregation of the Original Ground Lease which is contemplated by Section 41 thereof.

NOW, THEREFORE, for the aforesaid purposes, in accomplishment of the arrangement provided for in Section 41 of the Original Ground Lease, and in consideration of the benefits to be derived therefrom, Landlord and Tenant hereby agree to all of the matters treated below.

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The Original Ground Lease is hereby segregated and divided into two (2) separate and independent Ground Leases. The terms and provisions of each of said two (2) separate and independent Ground Leases shall be the same as those contained in the Original Ground Lease, but with the modifications provided for in Paragraphs A through J below. In the following provisions of this instrument, Section references are, unless otherwise indicated, to the Sections contained in the Original Ground Lease.

A. Revisions in Section 1 (Entitled "Leased Premises"). The real property covered by one (1) of said separate and independent Ground Leases shall consist of the following:

The "Estate in the Tower" as described and defined in the Air Rights Document, to the extent that such Estate is located on or otherwise affects or involves the real property described in Paragraph (i) contained in the Recitals portion of this instrument.

The separate and independent Ground Lease covering the real property described in the immediately preceding indented material is hereinafter referred to as the "Tower Parcel Ground Lease."

The real property covered by the other of said separate and independent Ground Leases shall consist of the following:

The "Estate in the Balance" as described and defined in the Air Rights Document, to the extent that such Estate is located on or otherwise affects or involves the real property described in Paragraph (i) contained in the Recitals portion of this instrument.

The separate and independent Ground Lease covering the real property described in the immediately preceding indented material is hereinafter referred to as the "Remaining Parcel Ground Lease."

The term "Tract" as used in the Original Ground Lease, as the Original Ground Lease is segregated and divided into the Tower Parcel Ground Lease and the Remaining Parcel Ground Lease, shall, except to the extent that a contrary intention is expressed in the following provisions of this instrument, mean and refer to, in the case of the Tower Parcel Ground Lease, the real property covered thereby (i.e., the real property described in the first indented material appearing in this Paragraph A), and, in the case of the Remaining Parcel Ground Lease, the real property covered thereby (i.e., the real property described in the second indented material appearing in this Paragraph A).

B. Revisions in Section 2 (Entitled "Overall Site and Landlord's Proportionate Share"). The term "Overall Site" as used in the Original Ground Lease, as the Original Ground

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Lease is segregated and divided into the Tower Parcel Ground Lease and the Remaining Parcel Ground Lease, shall, except to the extent that a contrary intention is expressed in the following provisions of this instrument, mean and refer to, in the case of the Tower Parcel Ground Lease, the "Estate in the Tower" as described and defined in the Air Rights Document, and, in the case of the Remaining Parcel Ground Lease, the "Estate in the Balance" as described and defined in the Air Rights Document.

The legal description appearing in Section 2 of the Original Ground Lease is replaced, for purposes of the Tower Parcel Ground Lease, with the clause "The 'Estate in the Tower' as described and defined in the Air Rights Document," and, for purposes of the Remaining Parcel Ground Lease, with the clause "The 'Estate in the Balance' as described and defined in the Air Rights Document."

C. Revisions in Section 4 (Entitled "Improvements").
For purposes of the Tower Parcel Ground Lease, Section 4 of the Original Ground Lease is revised in the following respects:

a. There are deleted, from the first grammatical Paragraph of said Section 4, item (i) [concerning the "Mall"], item (iii) [concerning the "Parking Garage"], the sentence immediately following item (iii) [concerning an opening in the Parking Garage for purposes of pedestrian access to the building located at approximately 57 West South Temple], and the final two (2) sentences [concerning Tenant's right to include and construct a second office building].

b. There is deleted from the second grammatical Paragraph of said Section 4 the final sentence thereof [concerning Tenant's right to reduce the size or capacity of the Parking Garage].

For purposes of the Remaining Parcel Ground Lease, Section 4 of the Original Ground Lease is revised in the following respects:

There is deleted, from the first grammatical Paragraph of said Section 4, item (ii) [concerning the "Tower"].

NOTE:

Paragraph D ["Revisions in Section 5 (Entitled 'Minimum Rent')"] of this instrument, which said Paragraph pertains to minimum rent payable under the Tower Parcel Ground Lease and the Remaining Parcel Ground Lease, has intentionally been deleted from the original counterpart of this instrument recorded in the office of the County Recorder of Salt Lake County, Utah. (Such deletion is authorized by the provisions of Paragraph L of this instrument.) Prior to deletion of said Paragraph D from this recorded counterpart, the provisions thereof appeared at the bottom of page 5 and at the top of page 6.

[All "Segregation" documents except the one with Deseret Title Holding Corporation]

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E. Revisions in Section 6 (Entitled "Percentage Rent"). For purposes of the Tower Parcel Ground Lease, Section 6 of the Original Ground Lease is deleted in its entirety.

For purposes of the Remaining Parcel Ground Lease, Section 6 of the Original Ground Lease is retained in its entirety.

For purposes of the Remaining Parcel Ground Lease, the date on which the Mall was fully constructed and complete (under the criteria established by the first grammatical Paragraph of Section 6 of the Original Ground Lease) was June 20, 1980.

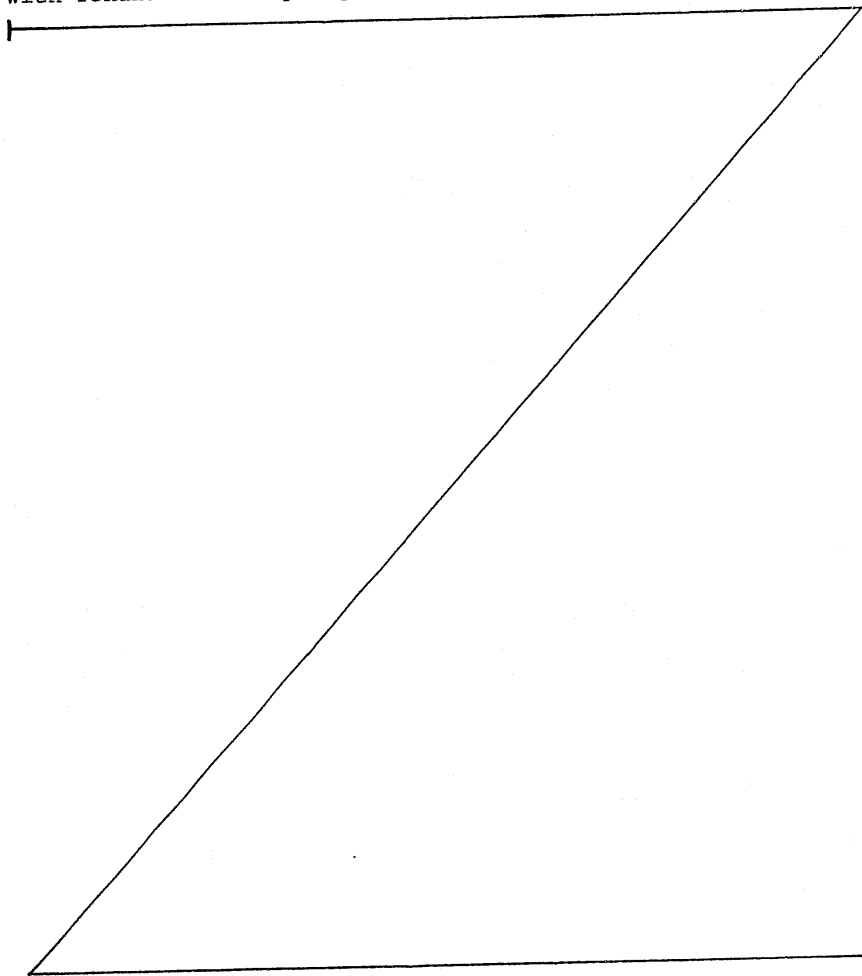
F. Revisions in Section 18 (Entitled "State of Title, Title Insurance, Possession, and Surrender"). If and to the extent that under Section 18 of the Original Ground Lease Tenant has the obligation to pay principal and/or interest with respect to any Special Assessment(s), such obligation on Tenant's part shall for purposes of the Tower Parcel Ground Lease be completely inapplicable and shall for purposes of the Remaining Parcel Ground Lease be completely applicable (i.e., Tenant under the Remaining Parcel Ground Lease shall be obligated to Landlord thereunder to pay such principal and/or interest concerning Special Assessment(s) as Tenant under the Original Ground Lease was obligated to pay). Tenant under the Remaining Parcel Ground Lease shall, however, have the right to be reimbursed by Tenant under the Tower Parcel Ground Lease for a portion of each such payment made by the former, in accordance with and as provided for in Paragraph (b) of Section 6 of the Air Rights Document.

G. Revisions in Section 20 (Entitled "Taxes"). For purposes of both the Tower Parcel Ground Lease and the Remaining Parcel Ground Lease, the term "Tract" shall mean and refer

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to the real property described in Paragraph (i) contained in the Recitals portion of this instrument where such term is used in that sentence contained in Section 20 of the Original Ground Lease which reads as follows: "In the event the Tract is not assessed as an independent parcel for tax purposes, separately from other property which may be owned by Landlord, Landlord shall take such action as may be necessary to cause separate assessment of the Tract to occur."

For purposes of both the Tower Parcel Ground Lease and the Remaining Parcel Ground Lease, Section 20 of the Original Ground Lease is modified by adding at the end thereof the following provisions: "Landlord, at the request and expense of Tenant, shall from time to time take all reasonable action, including the execution of documents, necessary to cooperate with Tenant in attempting to cause the Taxing authorities: (a)



To assess and Tax the "Overall Site" and the "Improvements" and "Equipment" thereon (as the terms "Overall Site," "Improvements," and "Equipment" are used and/or defined in the Air Rights Document) in the manner contemplated by the second grammatical Paragraph of Paragraph (b) of Section 6 of the Air Rights Document; and/or (b) To furnish the determination of assessed values which is contemplated by indented item (ii) of Paragraph (b) of Section 6 of the Air Rights Document."

H. Revisions in Section 24 (Entitled "Insurance").
For purposes of both the Tower Parcel Ground Lease and the Remaining Parcel Ground Lease, the term "Overall Site" as used in Section 24 of the Original Ground Lease shall mean and refer to the real property described in Paragraph (ii) contained in the Recitals portion of this instrument.

I. Revisions in Section 34 (Entitled "Notices").
For purposes of both the Tower Parcel Ground Lease and the Remaining Parcel Ground Lease, the list of names and addresses appearing in Section 34 of the Original Ground Lease is revised to read as follows:

To Landlord:

Original Utah Woolen Mills
57 West South Temple
Salt Lake City, Utah 84101

With Copies To:

Craig T. Vincent, Esq.
Beaslin, Nygaard, Coke & Vincent
1100 Boston Building
Salt Lake City, Utah 84111

To Tenant:

Crossroads Plaza Associates
c/o Okland-Foulger Company
57 West South Temple
Salt Lake City, Utah 84101

With Copies To:

The Equitable Life Assurance
Society of the United States
Box 580, General Post Office
New York, New York 10001
Attention: Equities Department
Section 29G

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And

The Equitable Life Assurance
Society of the United States
945 First National Bank Building
621 17th Street
Denver, Colorado 80293
Attention: Division Manager

And

The Equitable Life Assurance
Society of the United States
Realty Operations Area
Commercial Security Bank Tower
Suite 880
50 South Main Street
Salt Lake City, Utah 84144

And

Foulger & Company, Inc.
No. 1 Bank Street
Suite 200
Gaithersburg, Maryland 20760
Attention: Mr. Sid Foulger

And

Okland Construction Co.
1978 South West Temple
Salt Lake City, Utah 84104
Attention: Mr. Jack Okland

And

Charles L. Maak, Esq.
Maak & Maak
370 East South Temple
Suite 300
Salt Lake City, Utah 84111

For purposes of the Tower Parcel Ground Lease, Section 34 of the Original Ground Lease is modified by inserting, immediately after the above set forth list of names and addresses, the following:

In the event the Tenant under this Lease comes to be Commercial Tower Associates, a Utah Limited Partnership, then upon said Commercial Tower Associates' becoming such Tenant the list of names and addresses appearing above relative to Tenant shall be as follows, rather than as set forth above:

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Commercial Tower Associates
c/o Okland-Foulger Company
57 West South Temple
Salt Lake City, Utah 84101

With Copies To:

The Equitable Life Assurance
Society of the United States
Box 580, General Post Office
New York, New York 10001
Attention: Equities Department
Section 29G

And

The Equitable Life Assurance
Society of the United States
945 First National Bank Building
621 17th Street
Denver, Colorado 80293
Attention: Division Manager

And

The Equitable Life Assurance
Society of the United States
Realty Operations Area
Commercial Security Bank Tower
Suite 880
50 South Main Street
Salt Lake City, Utah 84144

And

Foulger & Company, Inc.
No. 1 Bank Street
Suite 200
Gaithersburg, Maryland 20760
Attention: Mr. Sid Foulger

And

Okland Construction Co.
1978 South West Temple
Salt Lake City, Utah 84104
Attention: Mr. Jack Okland

And

Charles L. Maak, Esq.
Maak & Maak
370 East South Temple
Suite 300
Salt Lake City, Utah 84111

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Commercial Tower Associates
c/o Okland-Foulger Company
57 West South Temple
Salt Lake City, Utah 84101

With Copies To:

The Equitable Life Assurance
Society of the United States
Box 580, General Post Office
New York, New York 10001
Attention: Equities Department
Section 29G

And

The Equitable Life Assurance
Society of the United States
945 First National Bank Building
621 17th Street
Denver, Colorado 80293
Attention: Division Manager

And

The Equitable Life Assurance
Society of the United States
Realty Operations Area
Commercial Security Bank Tower
Suite 880
50 South Main Street
Salt Lake City, Utah 84144

And

Foulger & Company, Inc.
No. 1 Bank Street
Suite 200
Gaithersburg, Maryland 20760
Attention: Mr. Sid Foulger

And

Okland Construction Co.
1978 South West Temple
Salt Lake City, Utah 84104
Attention: Mr. Jack Okland

And

Charles L. Maak, Esq.
Maak & Maak
370 East South Temple
Suite 300
Salt Lake City, Utah 84111

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J. Revisions in Section 37 (Entitled "Right of First Refusal"). For purposes of the Tower Parcel Ground Lease, Section 37 of the Original Ground Lease is deleted in its entirety.

For purposes of the Remaining Parcel Ground Lease, Section 37 of the Original Ground Lease is retained in its entirety, but as used in said Section 37 (for purposes of the Remaining Parcel Ground Lease) the term "Tract" shall mean and refer to the real property described in Paragraph (i) contained in the Recitals portion of this instrument.

K. Anticipated Assignment of Tower Parcel Ground Lease. Tenant anticipates that, on or about the date of recordation of a counterpart of this instrument in Salt Lake County, Utah, documents will be delivered whereby Tenant (on behalf of and for the benefit of the two (2) organizations that comprise Tenant, in such organizations' capacity as the General Partners in Commercial Tower Associates, a Utah Limited Partnership) transfers and assigns to Commercial Tower Associates, a Utah Limited Partnership which has as its General Partners The Equitable Life Assurance Society of the United States, a New York corporation, and Okland-Foulger Company, a Maryland Joint Venture, the interests and estate of Tenant under the Tower Parcel Ground Lease. To the extent that Landlord's consent to or approval of such transfer and assignment is required under the provisions of the Tower Parcel Ground Lease, Landlord hereby gives same.

L. Effective Date and Recording. All of the provisions of this instrument shall be effective as of, but not until, the date on which a counterpart of this instrument is filed for record in the office of the County Recorder of Salt Lake County, Utah. If such recordation has not occurred on or before July 1, 1981, this instrument and all of the provisions hereof shall be null and void and of no force or effect whatsoever. Landlord shall not file this instrument or any counterpart hereof for record without the prior written consent of Tenant. The counterpart of this instrument which is filed for record may, if Tenant so desires, have blacked-out or otherwise deleted therefrom Paragraph D hereof or any portion(s) of said Paragraph D (which Paragraph pertains to minimum rent payable under the Tower Parcel Ground Lease and the Remaining Parcel Ground Lease).

M. Capacity of Equitable. In executing and becoming a signatory to this instrument, The Equitable Life Assurance Society of the United States, a New York corporation (hereinafter referred to as "Equitable" in this Paragraph M), is doing so only in its capacity as a Joint Venturer and Partner in Tenant, and is expressly not doing so in its capacity as lender and Mortgagee relative either to the "Overall Site" or to the "Estate in the Tower" and/or the "Estate in the Balance" (as the terms "Overall Site," "Estate in the Tower," and "Estate in the Balance" are defined in the Air Rights Document). This instrument is not intended to and shall not affect any of the rights and

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interests of Equitable as such lender and Mortgagee any more than would be the case if such lender and Mortgagee were an unrelated third party, rather than Equitable.

N. Superseding and Replacement of Prior Document.
There has heretofore been executed and delivered an instrument entitled "Description of the Estates in the Tower and the Balance, Sublease of the Estate in the Tower, and Conveyance of the Tower" dated April 3, 1980, a counterpart of which was filed for record in the office of the County Recorder of Salt Lake County, Utah on April 22, 1980 as Entry No. 3426006 in Book 5091 at Page 1404 (said instrument is hereinafter referred to as the "Prior Document" in this Paragraph N). This instrument, together with the Air Rights Document and the documents contemplated by Paragraphs G and H contained in the Recitals portion of the Air Rights Document, are intended to and shall supersede and replace in its entirety the Prior Document and all of the terms and provisions thereof; provided, however, that the Prior Document and the terms and provisions thereof shall continue to be effective for the limited purpose (but only for the limited purpose) of enabling the parties interested thereunder to wind up those of their affairs and accounts which are tied to or dependent upon the Prior Document and various of the terms and provisions thereof.

DATED the day and year first above written.

"Landlord":

ORIGINAL UTAH WOOLEN MILLS,
a Utah Corporation

ATTEST:

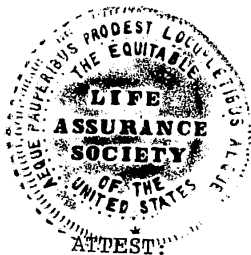
Babian Strangham
Title: Secretary & Treasurer

By Brian D. Strangham
Its President

"Tenant":

CROSSROADS PLAZA ASSOCIATES,
a Utah Joint Venture and General
Partnership composed of the
Corporation and the Joint
Venture named below

By: THE EQUITABLE LIFE ASSURANCE
SOCIETY OF THE UNITED STATES,
a New York Corporation



Doris F. Liebert
Title: Assistant Secretary

By One Paul
Its Assistant Vice President

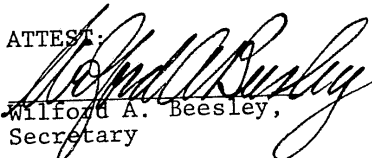
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By: OKLAND-FOULGER COMPANY, a
Maryland Joint Venture
composed of the two (2)
Limited Partnerships
named below

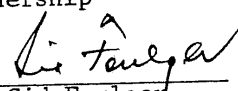
By: FOULGER PROPERTIES,
LIMITED, a Maryland
Limited Partnership
which is one of the
two Joint Venturers
in said Joint Venture

By: SID FOULGER, INC., a
Maryland corporation
which is the sole
General Partner in
said Limited
Partnership

ATTEST:


Wilford A. Beesley,
Secretary

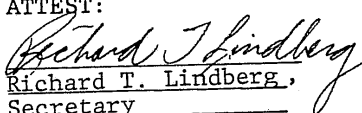
By


Sid Foulger,
President


By: OKLAND PROPERTIES,
LIMITED, a Utah Limited
Partnership which is one
of the two Joint
Venturers in said
Joint Venture

By: JACK OKLAND, INC., a
Utah corporation
which is the sole
General Partner
in said Limited
Partnership

ATTEST:


Richard T. Lindberg,
Secretary

By

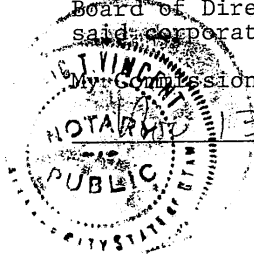

Jack Okland
President

[Appropriate Acknowledgment Form(s)
for "Landlord"]

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

On this 2nd day of December, 1980, personally appeared before me Bryant S. Strunheim and Edwin Strunheim, who being by me duly sworn, did say that they are the president and secretary, respectively, of ORIGINAL UTAH WOOLEN MILLS, a Utah corporation, and that the foregoing instrument was signed on behalf of said corporation by authority of its Bylaws or a resolution of its Board of Directors, and said Officers acknowledged to me that said corporation executed the same.

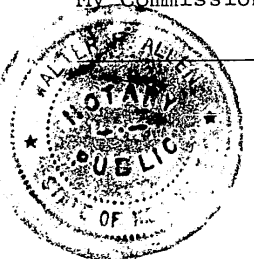


My Commission Expires: 3 1984

[Signature]
Notary Public
Residing at: SLC, UT

STATE OF NEW YORK)
) ss.
COUNTY OF NEW YORK)

On this 15th day of DECEMBER, 1980, personally appeared before me Ernest O. Robert and Doris F. Niefetruth, who being by me duly sworn, did say that they are the Assistant Vice President and Assistant Secretary, respectively, of THE EQUITABLE LIFE ASSURANCE SOCIETY OF THE UNITED STATES, a New York corporation, and that the foregoing instrument was signed on behalf of said corporation by authority of its Bylaws or a resolution of its Board of Directors, and said Officers acknowledged to me that said corporation executed the same in its capacity as one of the two Joint Venturers and Partners in, and on behalf of, CROSSROADS PLAZA ASSOCIATES, a Utah Joint Venture and General Partnership.



My Commission Expires: _____

Walter F. Allen
Notary Public WALTER F. ALLEN
Residing at: Notary Public, State of New York
Qualified in Kings Co. No. 27-605300
Cert. Filed in New York County
Commission Expires March 30, 1982

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

On this 7th day of November, 1980, personally appeared before me SID FOULGER and WILFORD A. BEESLEY, who being by me duly sworn, did say that they are the President and Secretary, respectively, of SID FOULGER, INC., a Maryland corporation, and that the foregoing instrument was signed on behalf of said corporation by authority of its Bylaws or a resolution of its Board of Directors, and said Officers acknowledged to me that said corporation executed the same in its capacity as the sole General Partner in, and on behalf of, FOULGER PROPERTIES, LIMITED, a Maryland Limited Partnership, and that said Limited Partnership executed the same in its capacity as one of the two Joint Venturers in, and on behalf of, OKLAND-FOULGER COMPANY, a Maryland Joint Venture, and that said Joint Venture executed the same in its capacity as one of the two Joint Venturers and Partners in, and on behalf of, CROSSROADS PLAZA ASSOCIATES, a Utah Joint Venture and General Partnership.

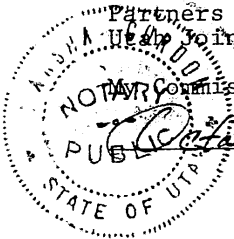


My Commission Expires:
October 1, 1983

Barbara Gordon
Notary Public
Residing at: Salt Lake City, Utah

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

On this 15th day of November, 1980, personally appeared before me JACK OKLAND and RICHARD T. LINDBERG, who being by me duly sworn, did say that they are the President and Secretary, respectively, of JACK OKLAND, INC., a Utah corporation, and that the foregoing instrument was signed on behalf of said corporation by authority of its Bylaws or a resolution of its Board of Directors, and said Officers acknowledged to me that said corporation executed the same in its capacity as the sole General Partner in, and on behalf of, OKLAND PROPERTIES, LIMITED, a Utah Limited Partnership, and that said Limited Partnership executed the same in its capacity as one of the two Joint Venturers in, and on behalf of, OKLAND-FOULGER COMPANY, a Maryland Joint Venture, and that said Joint Venture executed the same in its capacity as one of the two Joint Venturers and Partners in, and on behalf of, CROSSROADS PLAZA ASSOCIATES, a Utah Joint Venture and General Partnership.



My Commission Expires:
October 1, 1983

Barbara Gordon
Notary Public
Residing at: Salt Lake City, Utah

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EXHIBIT A

to

Segregation of Ground Lease, Between
ORIGINAL UTAH WOOLEN MILLS, a Utah
Corporation-----

-----,
as "Landlord," and CROSSROADS PLAZA ASSOCIATES,
a Utah Joint Venture and General Partnership,
as "Tenant."

The real property covered by the Original Ground Lease and (with certain exceptions) referred to therein as the "Tract" is situated in Salt Lake City, County of Salt Lake, State of Utah, and is described as follows:

COMMENCING 162 feet 11 inches North from the Southeast corner of Lot 1, Block 76, Plat "A", Salt Lake City Survey, and running thence West 145 feet; thence North 57 feet 1 inch; thence East 145 feet; thence South 57 feet 1 inch to the place of BEGINNING.