

When Recorded, Please Mail To:

Robin Rash, Esq.
The Inland Real Estate Group, Inc.
2901 Butterfield Road
Oak Brook, Illinois 60523

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Book - 9137 Pg - 7871-7900 A
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
LANDMARK TITLE
BY: SEM, DEPUTY - WI 30 P.
31P.

Mail Tax Notice to:

The Inland Real Estate Group, Inc.
2901 Butterfield Road
Oak Brook, Illinois 60523

Space above for Recorder's use

SPECIAL WARRANTY DEED

GATEWAY RETAIL HOLDINGS, L.C., a Utah limited liability company ("Grantor"), CONVEYS AND WARRANTS against all claiming by, through or under it to **INLAND WESTERN SALT LAKE CITY GATEWAY, L.L.C.**, a Delaware limited liability company ("Grantee"), whose address for the purposes hereof is 2901 Butterfield Road, Oak Brook, Illinois 60523, for good and valuable consideration, the parcels of real property (the "Property") located in Salt Lake County, State of Utah, that are more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference. Such conveyance is made subject to the Permitted Exceptions as set forth on Exhibit "B" attached hereto and incorporated herein by this reference.

Notwithstanding any other provision of this deed, the right to recover from Grantor on account of breach of covenant arising from any matter of record that does not constitute a Permitted Exception shall be limited to Grantee and shall not be assigned, voluntarily or involuntarily, by operation of law, by subrogation or otherwise to any third person including without limitation, any title insurer.

WITNESS, the hand of said Grantor, this 10th day of May, 2005.

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

GATEWAY RETAIL MANAGER, INC., a Utah corporation

By: [Signature]
Name: Dave M. Glenn
Its: Vice President

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

The foregoing instrument was acknowledged before me this 10th day of May, 2005, by Devin M. Glenn, the Vice President of Gateway Retail Manager, Inc., a Utah corporation, which is the Manager of Gateway Retail Holdings, L.C., a Utah limited liability company.

Iona Sharp
NOTARY PUBLIC
Residing at: Salt Lake County, Utah

My Commission Expires:

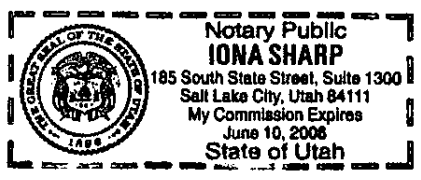


EXHIBIT "A"

TO

SPECIAL WARRANTY DEED

DESCRIPTION OF PROPERTY

Legal Description of the Retail Units

RETAIL UNITS 1-3, contained within the Block A Condominium Project as the same are identified in the Record of Survey Map recorded in the office of the Salt Lake County Recorder on February 26, 2001, as Entry No. 7828968 (as said Record of Survey Map shall have heretofore been amended or supplemented, including that certain amended Record of Survey Map, recorded in the office of the Salt Lake County Recorder on December 6, 2002 as Entry No. 8448732, in Book "2002P" at Page 532 of Plats) (the "Block A Map") and in the Declaration of Condominium for Gateway Block A Condominium Project, recorded in the office of the Salt Lake County Recorder on February 26, 2001, as Entry No. 7828969, in Book No. 8427 at Page 4676-4750 (as said Block A Declaration may have heretofore been amended or supplemented), TOGETHER WITH the undivided ownership interest in said Block A Condominium's Common Elements that is appurtenant to said Units as more particularly described in the Block A Declaration.

Tax Parcel Nos.: 15-01-177-002-0000, 15-01-177-003-0000, 15-01-177-010-0000 and 15-01-177-011-0000

RETAIL UNITS 1-3, contained within the Block B Condominium Project as the same are identified in the Record of Survey Map recorded in the office of the Salt Lake County Recorder on February 26, 2001, as Entry No. 7828970 (as said Record of Survey Map shall have heretofore been amended or supplemented) (the "Block B Map") and in the Declaration of Condominium for Gateway Block B Condominium Project, recorded in the office of the Salt Lake County Recorder on February 26, 2001, as Entry No. 7828971, in Book No. 8427 at Page 4752-4829 (as said Block B Declaration may have heretofore been amended or supplemented), TOGETHER WITH the undivided ownership interest in said Block B Condominium's Common Elements that is appurtenant to said Units as more particularly described in the Block B Declaration.

Tax Parcel Nos.: 15-01-131-001-0000, 15-01-131-002-0000, 15-01-131-003-0000 and 15-01-131-004-0000

RETAIL UNIT, contained within the Block C1 Condominium Project as the same is identified in the Record of Survey Map recorded in the office of the Salt Lake County Recorder on December 27, 2000, as Entry No. 7788087, in Book 2000P at Page 364 of Plats (as said

Record of Survey Map shall have heretofore been amended or supplemented) (the "Block C1 Map") and in the Declaration of Condominium for Gateway Block C1 Condominium Project, recorded in the office of the Salt Lake County Recorder on April 27, 2001, as Entry No. 7881708, in Book No. 8450 at Page 4761-4842-A (as said Block C1 Declaration may have heretofore been amended or supplemented), TOGETHER WITH the undivided ownership interest in said Block C1 Condominium's Common Elements that is appurtenant to said Unit as more particularly described in the Block C1 Declaration.

Tax Parcel No.: 15-01-185-001-0000

RETAIL UNIT 1, contained within the Block C2 Condominium Project as the same is identified in the Record of Survey Map recorded in the office of the Salt Lake County Recorder on December 27, 2000, as Entry No. 7788089, in Book 2000P at Page 365 of Plats (as said Record of Survey Map shall have heretofore been amended or supplemented) (the "Block C2 Map") and in the Declaration of Condominium for Gateway Block C2 Condominium Project, recorded in the office of the Salt Lake County Recorder on April 27, 2001, as Entry No. 7881709, in Book No. 8450 at Page 4843-4926 (as said Block C2 Declaration may have heretofore been amended or supplemented), TOGETHER WITH the undivided ownership interest in said Block C2 Condominium's Common Elements that is appurtenant to said Unit as more particularly described in the Block C2 Declaration.

Tax Parcel No.: 15-01-130-001-0000

LOT 4, 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.: 08-36-376-015-0000

Legal Description of the Union Pacific Depot Building

LOT 3, 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.

Legal Description of "Parking Facilities"

PARKING UNITS 1 AND 2, contained within the Block A Condominium Project as the same are identified in the Record of Survey Map recorded in the office of the Salt Lake County Recorder on February 26, 2001, as Entry No. 7828968 (as said Record of Survey Map shall have heretofore been amended or supplemented, including that certain amended Record of Survey Map, recorded in the office of the Salt Lake County Recorder on December 6, 2002 as Entry No. 8448732, in Book "2002P" at Page 532 of Plats) (the "Block A Map") and in the Declaration of Condominium for Gateway Block A Condominium Project, recorded in the office of the Salt Lake County Recorder on February 26, 2001, as Entry No. 7828969, in Book No. 8427 at Page 4676-4750 (as said Block A Declaration may have heretofore been amended or supplemented), TOGETHER WITH the undivided ownership interest in said Block A Condominium's Common

08-36-376-016

Elements that is appurtenant to said Units as more particularly described in the Block A Declaration.

Tax Parcel Nos.: 15-01-177-012-0000 and 15-01-177-008-0000

PARKING UNIT 1, contained within the Block B Condominium Project as the same is identified in the Record of Survey Map recorded in the office of the Salt Lake County Recorder on February 26, 2001, as Entry No. 7828970 (as said Record of Survey Map shall have heretofore been amended or supplemented) (the "Block B Map") and in the Declaration of Condominium for Gateway Block B Condominium Project, recorded in the office of the Salt Lake County Recorder on February 26, 2001, as Entry No. 7828971, in Book No. 8427 at Page 4752-4829 (as said Block B Declaration may have heretofore been amended or supplemented), TOGETHER WITH the undivided ownership interest in said Block B Condominium's Common Elements that is appurtenant to said Unit as more particularly described in the Block B Declaration.

Tax Parcel No. 15-01-131-007-0000

EXHIBIT "B"
TO
SPECIAL WARRANTY DEED

PERMITTED EXCEPTIONS

**EXHIBIT B
PERMITTED EXCEPTIONS**

1. [INTENTIONALLY DELETED]
2. The lien of all general real and personal property taxes for the year 2005 and thereafter, not yet due or payable.

TAX PARCEL NO.

PARCEL 1A (PART OF GATEWAY BLOCK A CONDOMINIUM)

RETAIL UNIT 1: 15-01-177-002
RETAIL UNIT 2: 15-01-177-003
RETAIL UNIT 3: 15-01-177-010
PARKING UNIT 1: 15-01-177-012
PARKING UNIT 2: 15-01-177-008

PARCEL 2A (PART OF GATEWAY BLOCK B CONDOMINIUM)

RETAIL UNIT 1: 15-01-131-001
RETAIL UNIT 2: 15-01-131-002
RETAIL UNIT 3: 15-01-131-003
PARKING UNIT 1: 15-01-131-007

PARCEL 3A (PART OF GATEWAY BLOCK C1 CONDOMINIUM)

RETAIL UNIT: 15-01-185-001

PARCEL 4A (PART OF GATEWAY BLOCK C2 CONDOMINIUM)

RETAIL UNIT 1: 15-01-130-001

PARCEL 5 (PART OF BOYER GATEWAY Subdivision)

LOT 3: 08-36-376-016
LOT 4: 08-36-376-015

3. [INTENTIONALLY DELETED]
4. Said property lies within the boundaries of Salt Lake City, and is subject to any and all charges and assessments thereof.

At the Date hereof, the following outstanding assessments were found of record:

- (a) [Affects PARCEL 1A /GATEWAY BLOCK A COMMON AREA]
A Special Assessment levied by Salt Lake City for Downtown Economic Development District CBID-03, in the original amount of \$87,710.18, payable in 3 equal annual installments of \$29,236.73 each, together with any applicable interest. Account No. 68792; Property ID No. 15-01-177-009. [Installments are paid current.]
- (b) [Affects PARCEL 2A/GATEWAY BLOCK B COMMON AREA]
A Special Assessment levied by Salt Lake City for Downtown Economic Development District CBID-03, in the original amount of \$50,744.11, payable in 3 equal annual installments of \$16,914.70 each, together with any applicable interest. Account No. 68793; Property ID No. 15-01-131-009. [Installments are paid current.]

CONTINUATION OF EXCEPTION NO. 4

- (c) [INTENTIONALLY DELETED]
- (d) [Affects PARCEL 3A/GATEWAY BLOCK C1 COMMON AREA]
A Special Assessment levied by Salt Lake City for Downtown Economic Development District CBID-03, in the original amount of \$15,897.41, payable in 3 equal annual installments of \$5,299.14 each, together with any applicable interest. Account No. 68306; Property ID No. 15-01-185-004. [Installments are paid current.]
- (e) [INTENTIONALLY DELETED]
- (f) [Affects PARCEL 4A/GATEWAY BLOCK C2 COMMON AREA]
A Special Assessment levied by Salt Lake City for Downtown Economic Development District CBID-03, in the original amount of \$38,953.13, payable in 3 equal annual installments of \$12,984.38 each, together with any applicable interest. Account No. 68373; Property ID No. 15-01-130-011. [Installments are paid current.]
- (g) [Affects PARCEL 5-LOT 3]
A Special Assessment levied by Salt Lake City for Downtown Economic Development District CBID-03, in the original amount of \$7,588.27, payable in 3 equal annual installments of \$2,259.42 each, together with any applicable interest. Account No. 68806; Property ID No. 08-36-376-016. [Installments are paid current.]
- (h) [INTENTIONALLY DELETED]
- (i) [Affects PARCEL 13 (LOT 6-BOYER GATEWAY, Property ID No. 08-36-376-013, and LOT 7-BOYER GATEWAY, Property ID No. 08-36-376-012)]
A Salt Lake City Notice Of Assessment Interest, dated August 28, 2003, recorded September 4, 2003 as Entry No. 8801505, in Book 8875 at Page 7857, of the Official Records. (Installments are paid current.)
- (j) [INTENTIONALLY DELETED]
- (k) [INTENTIONALLY DELETED]
- (l) [Affects PARCEL 13-LOT 5, BOYER GATEWAY]
A Special Assessment levied by Salt Lake City for Downtown Economic Development District CBID-03, in the original amount of \$733.02, payable in 3 equal annual installments of \$244.34 each, together with any applicable interest. Account No. 68806; Property ID No. 08-36-376-014. [Installments are paid current.]

CONTINUATION OF EXCEPTION NO. 4

- (m) [Affects PARCEL 13-LOT 6, BOYER GATEWAY]
A Special Assessment levied by Salt Lake City for Curb And Gutter District 103009, in the original amount of \$271,623.17, payable in 10 equal annual installments of \$27,162.32 each, together with any applicable interest. Account No. 68803; Property ID No. 08-36-376-013. [Installments are paid current.]
 - (n) [Affects PARCEL 13-LOT 7, BOYER GATEWAY]
A Special Assessment levied by Salt Lake City for Curb And Gutter District 103009, in the original amount of \$139,321.31, payable in 10 equal annual installments of \$13,932.13 each, together with any applicable interest. Account No. 68802; Property ID No. 08-36-376-012. [Installments are paid current.]
 - (o) [Affects PARCEL 13-LOT 7, BOYER GATEWAY]
A Special Assessment levied by Salt Lake City for Downtown Economic Development District CBID-03, in the original amount of \$4,289.82, payable in 3 equal annual installments of \$1,429.94 each, together with any applicable interest. Account No. 68802; Property ID No. 08-36-376-012. [Installments are paid current.]
5. [Affects ALL PARCELS]
Any rights incidental to the exercise of the mineral rights reserved by and/or conveyed to the UNION PACIFIC LAND RESOURCES CORPORATION and/or the UNION PACIFIC RAILROAD COMPANY, in the instruments referred to below, including, but not limited to, rights to explore for, remove and dispose of said minerals, subject to the limitations set forth in said instruments, to-wit:
- (a) A QuitClaim Deed recorded September 29, 1960 as Entry No. 1739045, in Book 1745 at Page 447, of the Official Records.
 - (b) A QuitClaim Deed recorded July 26, 1976 as Entry No. 2838121, in Book 4277 at Page 335, of the Official Records.
 - (c) A Mineral Deed dated as of April 1, 1971, the existence of which Mineral Deed is disclosed by a Donative Quitclaim Deed recorded July 25, 1991 as Entry No. 5101661, in Book 6339 at Page 2004, of the Official Records.
 - (d) A Special Warranty Deed recorded December 24, 1998 as Entry No. 7202238, in Book 8208 at Page 2578, of the Official Records.

6. [Affects ALL PARCELS]
Reservation in an Act of Congress, entitled, "An Act for the relief of the inhabitants of Cities and Towns upon the Public Lands" approved March 2, 1867 (said Act being identified in that certain Patent recorded June 11, 1872 in Book E of Deeds at Page 989 of the Official Records), as follows: That no title shall be acquired, under the provisions of this act, to any mine of gold, silver, cinnabar, or copper.
7. [Affects ALL PARCELS]
A Notice Of Adoption Of Redevelopment Plan Entitled "Depot District Redevelopment Project Area Plan" And Dated October 15, 1998, recorded October 22, 1998 as Entry No. 7127194 in Book 8133 at Page 1835 of the Official Records, as amended and affected by an Amended Notice Of Adoption Of Redevelopment Plan Entitled "Depot District Redevelopment Project Area Plan" And Dated October 15, 1998, recorded May 6, 1999 as Entry No. 7345726 in Book 8275 at Page 1402 of the Official Records.
8. [Affects ALL PARCELS]
The terms of that certain instrument entitled "Utility Easement Deed And Agreement", dated December 22, 1998, executed by and between GATEWAY ASSOCIATES, LTD., a Utah limited partnership ("Grantor"), and UNION PACIFIC RAILROAD COMPANY, a Delaware corporation ("Grantee"), recorded December 24, 1998 as Entry No. 7202242, in Book 8208, at Page 2615 of the Official Records, including all provisions, covenants, conditions, restrictions, easements, charges, assessments, liens or rights, if any, created therein, but deleting those matters based upon race, color, creed, religion, sex, handicap, familial status or national origin unless and only to the extent that said matters, or any portion thereof, are exempt under relevant provisions of the United States Code or relate to handicap, but do not discriminate against handicapped persons.
9. [INTENTIONALLY DELETED]
10. [Affects the COMMON AREAS of PARCELS 3A and 4A; Affects PARCELS 3B and 4B and PARCEL 13]
A Salt Lake City Resolution No. 99 of 1999, recorded December 21, 1999 as Entry No. 7538468 in Book 8331 at Page 1718 of the Official Records, and a Salt Lake City Resolution No. 18 of 2000 recorded March 28, 2000 as Entry No. 7605310, in Book 8351 at Page 2768 of the Official Records. [NOTE: Said Resolutions pertain, among other things, to the creation of Salt Lake City Special Improvement District No. 103009.] (All charges and assessments are current.)

11. [Affects ALL PARCELS]
A Salt Lake City Resolution No. 103 of 1999, recorded December 21, 1999 as Entry No. 7538469 in Book 8331 at Page 1746 of the Official Records. [NOTE: Said Resolution pertains, among other things, to the creation of Salt Lake City, Utah Railyard Special Improvement District.] (All charges and assessments are current.)
12. [Affects PARCELS 2A, 2C, 5, 6, 8, 9 and 12]
The following recitals/reservations set forth in that certain Donative Quitclaim Deed, executed as of July 1, 1991, by UNION PACIFIC RAILROAD COMPANY, a Utah corporation (which through merger with the Oregon Short Line Railroad Company became successor in interest to the property), as Grantor, to STATE OF UTAH, by and through its Division of Facilities Construction and Maintenance, as Grantee, recorded July 25, 1991 as Entry No. 5101661, in Book 6339 at Page 2004, of the Official Records, to-wit:
- "This deed is made SUBJECT to the following:
- ...(d)Any obligations arising from listing of the Depot building situated on the property described in Exhibit A, on the National Register of Historic Places."
13. [Affects ALL PARCELS]
A Salt Lake City Planning Commission Notice Of Minor Subdivision Approval recorded January 10, 2000 as Entry No. 7551235, in Book 8335, at Page 3125 of the Official Records, and the conditions and recitals set forth therein.
14. [Affects PARCELS 1A, 2A, 2C, 3A, 3B, 4A, 4B, 5, 6, 7, 8, 9, 11, 12 and 13]
An Easement Agreement (With Boundary Agreement), dated January 3, 2000, by and between SALT LAKE CITY CORPORATION, a municipal corporation of the State of Utah, and GATEWAY ASSOCIATES, LTD., a Utah limited partnership, recorded January 13, 2000 as Entry No. 7553961, in Book 8336, at Page 1170 of the Official Records.
15. [Affects PARCELS 3A, 3B, 4A, 4B, 7, 9 and 13]
The terms of that certain instrument entitled "Housing Restriction", dated December 23, 1999, by and between REDEVELOPMENT AGENCY OF SALT LAKE CITY, a public agency, and GATEWAY ASSOCIATES, LTD., a Utah limited partnership, recorded January 13, 2000 as Entry No. 7553962, in Book 8336, at Page 1201 of the Official Records, as corrected by an Affidavit recorded August 7, 2000 as Entry No. 7693049, in Book 8379 at Page 5484 of the Official Records, including all provisions, covenants, conditions, restrictions, easements, charges, assessments, liens or rights, if any, created therein, but deleting those matters based upon race, color, creed, religion, sex, handicap, familial status or national origin unless and only to the extent that said matters, or any portion thereof, are exempt under relevant provisions of the United States Code or relate to handicap, but do not discriminate against handicapped persons.

16. [Affects PARCELS 1A, 1B, 2A, 2C, 3A, 3B,4A, 4B, 5, 7, 8, 9, 12 and 13]

The terms of that certain instrument entitled "Rio Grande Street Grant Of Easement", dated January 3, 2000, by and between GATEWAY ASSOCIATES, LTD., a Utah limited partnership, REDEVELOPMENT AGENCY OF SALT LAKE CITY, a public agency organized and existing under the Utah Neighborhood Development Act, and SALT LAKE CITY CORPORATION, a municipal corporation of the State of Utah, recorded January 13, 2000 as Entry No. 7553963, in Book 8336, at Page 1217 of the Official Records, as corrected by an Affidavit recorded August 7, 2000 as Entry No. 7693049, in Book 8379 at Page 5484 of the Official Records, and as amended, supplemented and otherwise affected by that certain instrument entitled "First Amendment To Rio Grande Street Grant Of Easement", recorded May 6, 2005 as Entry No. 9370280, in Book 9128, at Page 481 of the Official Records, including all provisions, covenants, conditions, restrictions, easements, charges, assessments, liens or rights, if any, created therein, but deleting those matters based upon race, color, creed, religion, sex, handicap, familial status or national origin unless and only to the extent that said matters, or any portion thereof, are exempt under relevant provisions of the United States Code or relate to handicap, but do not discriminate against handicapped persons.

17. [Affects PARCELS 1A, 1B, 2A, 2C, 3A, 3B, 4A, 4B, 5, 7, 8, 9, 12 and 13]

The terms of that certain instrument entitled "Plaza Pedestrian And Public Use Easement And Programming Agreement", dated December 23, 1999, by and between GATEWAY ASSOCIATES, LTD., a Utah limited partnership, and REDEVELOPMENT AGENCY OF SALT LAKE CITY, a public agency organized and existing under the Utah Neighborhood Development Act, and SALT LAKE CITY CORPORATION, a municipal corporation of the State of Utah, recorded January 13, 2000 as Entry No. 7553964, in Book 8336, at Page 1240 of the Official Records, as corrected by an Affidavit recorded August 7, 2000 as Entry No. 7693049, in Book 8379 at Page 5484 of the Official Records, and as amended, supplemented and otherwise affected by that certain instrument entitled "First Amendment To Plaza Pedestrian And Public Use Easement And Programming Agreement", recorded May 6, 2005 as Entry No. 9370282, in Book 9128, at Page 506 of the Official Records, including all provisions, covenants, conditions, restrictions, easements, charges, assessments, liens or rights, if any, created therein, but deleting those matters based upon race, color, creed, religion, sex, handicap, familial status or national origin unless and only to the extent that said matters, or any portion thereof, are exempt under relevant provisions of the United States Code or relate to handicap, but do not discriminate against handicapped persons.

18. [Affects PARCELS 1A, 1B, 2A, 2C, 3A, 3B, 4A, 4B, 5, 7, 8, 9, 11 and 13]

The terms of that certain instrument entitled "North Temple Frontage Road Grant Of Easement", dated December 23, 1999, by and between GATEWAY ASSOCIATES, LTD., a Utah limited partnership, REDEVELOPMENT AGENCY OF SALT LAKE CITY, a public agency organized and existing under the Utah Neighborhood Development Act, and SALT LAKE CITY CORPORATION, a municipal corporation of the State of Utah, recorded January 13, 2000 as Entry No. 7553965, in Book 8336, at Page 1263 of the Official Records, as corrected by an Affidavit recorded August 7, 2000 as Entry No. 7693049, in Book 8379 at Page 5484 of the Official Records, and as amended, supplemented and otherwise affected by that certain instrument entitled "First Amendment To North Temple Frontage Road Grant Of Easement", recorded May 6, 2005 as Entry No. 9370279, in Book 9128, at Page 466 of the Official Records, including all provisions, covenants, conditions, restrictions, easements, charges, assessments, liens or rights, if any, created therein, but deleting those matters based upon race, color, creed, religion, sex, handicap, familial status or national origin unless and only to the extent that said matters, or any portion thereof, are exempt under relevant provisions of the United States Code or relate to handicap, but do not discriminate against handicapped persons.

19. [Affects PARCELS 2A, and 2C (GATEWAY BLOCK B COMMON AREA), PARCELS 5, 6, 8, 9 and 12]

The terms of that certain instrument entitled "Depot Pedestrian And Public Use Easement", dated December 23, 1999, by and between GATEWAY ASSOCIATES, LTD., a Utah limited partnership, REDEVELOPMENT AGENCY OF SALT LAKE CITY, a public agency organized and existing under the Utah Neighborhood Development Act, and SALT LAKE CITY CORPORATION, a municipal corporation of the State of Utah, recorded January 13, 2000 as Entry No. 7553966, in Book 8336, at Page 1284 of the Official Records, as amended, supplemented and otherwise affected by that certain instrument entitled "First Amendment To Depot Pedestrian And Public Use Easement", recorded May 6, 2005 as Entry No. 9370281, in Book 9128, at Page 497 of the Official Records, including all provisions, covenants, conditions, restrictions, easements, charges, assessments, liens or rights, if any, created therein, but deleting those matters based upon race, color, creed, religion, sex, handicap, familial status or national origin unless and only to the extent that said matters, or any portion thereof, are exempt under relevant provisions of the United States Code or relate to handicap, but do not discriminate against handicapped persons.

20. [Affects PARCEL 13]
The terms of that certain instrument entitled "Hotel Pedestrian Easement", dated December 23, 1999, by and between GATEWAY ASSOCIATES, LTD., a Utah limited partnership, REDEVELOPMENT AGENCY OF SALT LAKE CITY, a public agency organized and existing under the Utah Neighborhood Development Act, and SALT LAKE CITY CORPORATION, a municipal corporation of the State of Utah, recorded January 13, 2000 as Entry No. 7553967, in Book 8336, at Page 1302 of the Official Records, as amended, supplemented and otherwise affected by that certain instrument entitled "First Amendment To Hotel Pedestrian Easement Now Known As Walkway Easement", recorded May 6, 2005 as Entry No. 9370283, in Book 9128, at Page 525 of the Official Records, including all provisions, covenants, conditions, restrictions, easements, charges, assessments, liens or rights, if any, created therein, but deleting those matters based upon race, color, creed, religion, sex, handicap, familial status or national origin unless and only to the extent that said matters, or any portion thereof, are exempt under relevant provisions of the United States Code or relate to handicap, but do not discriminate against handicapped persons.
21. [Affects ALL PARCELS]
An unrecorded Participation And Reimbursement Agreement dated December 23, 1998 (and any subsequent amendments thereto), by and between REDEVELOPMENT AGENCY OF SALT LAKE CITY and GATEWAY ASSOCIATES, LTD., the existence of which is afforded by various instruments of record, including, but not limited to, that certain Easement Agreement (With Boundary Agreement) referred to in Exception No. 14 herein.
22. [Affects ALL PARCELS]
The terms of that certain instrument entitled "Parks Blocks Agreement", dated as of July 5, 2000, between SALT LAKE CITY CORPORATION, a municipal corporation of the State of Utah, and GATEWAY ASSOCIATES, LTD., a Utah limited partnership, recorded July 7, 2000 as Entry No. 7674967, in Book 8373, at Page 5614 of the Official Records, including all provisions, covenants, conditions, restrictions, easements, charges, assessments, liens or rights, if any, created therein.
23. [Affects a portion of PARCEL 2A; Affects PARCELS 2C and 9]
A Retail Project Lease Agreement, dated as of August 30, 2000, by and between GATEWAY ASSOCIATES, LTD., a Utah limited liability company ("Landlord"), and GALYAN'S TRADING COMPANY, INC., an Indiana corporation ("Tenant"), the existence of which is disclosed by that certain Memorandum Of Lease recorded October 3, 2000 as Entry No. 7731969, in Book 8392, at Page 2696 of the Official Records.
24. [INTENTIONALLY DELETED]

25. [Affects PARCELS 1A, 1B, 2A, 2C, 3A, 3B, 4A, 4B, 5, 7, 9 and 13]
An Easement, dated December 14, 2000, executed by GATEWAY ASSOCIATES, LTD., a Utah limited partnership, to SALT LAKE CITY CORPORATION, a municipal corporation of the State of Utah, recorded December 14, 2000 as Entry No. 7780370, in Book 8408, at Page 1288 of the Official Records.
26. [Affects PARCELS 1A, 1B, 2A, 2C, 3A, 3B, 4A, 4B, 5, 7, 8, 9, 12 and 13]
The terms of that certain instrument entitled "Declaration And Establishment Of Protective Covenants, Conditions And Restrictions And Grant Of Easements", dated as of December 15, 2000, executed by GATEWAY ASSOCIATES, LTD., a Utah limited partnership ("Declarant"), recorded December 27, 2000 as Entry No. 7787948, in Book 8410, at Page 8311 of the Official Records, including all provisions, covenants, conditions, restrictions, easements, charges, assessments, liens or rights, if any, created therein, but deleting those matters based upon race, color, creed, religion, sex, handicap, familial status or national origin unless and only to the extent that said matters, or any portion thereof, are exempt under relevant provisions of the United States Code or relate to handicap, but do not discriminate against handicapped persons, as amended and/or otherwise affected by that certain instrument entitled "First Amendment To Declaration And Establishment Of Protective Covenants, Conditions And Restrictions And Grant Of Easements", recorded March 1, 2001 as Entry No. 7833680, in Book 8430, at Page 1766 of the Official Records, and by that certain instrument entitled "Second Amendment To Declaration And Establishment Of Protective Covenants, Conditions And Restrictions And Grant Of Easements", recorded May 6, 2005 as Entry No. 9370284, in Book 9128, at Page 536 of the Official Records.
27. [Affects PARCELS 3A, 3B and 9]
The terms of that certain instrument entitled "Declaration Of Condominium Gateway Block C-1 Condominium Project", recorded December 27, 2000 as Entry No. 7788088, in Book 8410, at Page 8862 of the Official Records, as said Declaration was amended and restated in its entirety by that certain instrument entitled "Amended And Restated Declaration Of Condominium Gateway Block C1 Condominium Project", recorded April 27, 2001 as Entry No. 7881708, in Book 8450, at Page 4761 of the Official Records, including all provisions, covenants, conditions, restrictions, easements, charges, assessments, liens or rights, if any, created therein, but deleting those matters based upon race, color, creed, religion, sex, handicap, familial status or national origin unless and only to the extent that said matters, or any portion thereof, are exempt under relevant provisions of the United States Code or relate to handicap, but do not discriminate against handicapped persons.

28. [Affects PARCELS 4A, 4B and 9]
The terms of that certain instrument entitled "Declaration Of Condominium Gateway Block C-2 Condominium Project", recorded December 27, 2000 as Entry No. 7788090, in Book 8410, at Page 8942 of the Official Records, as said Declaration was amended and restated in its entirety by the "Amended And Restated Declaration Of Condominium Gateway Block C2 Condominium Project", recorded April 27, 2001 as Entry No. 7881709, in Book 8450, at Page 4843 of the Official Records, including all provisions, covenants, conditions, restrictions, easements, charges, assessments, liens or rights, if any, created therein, but deleting those matters based upon race, color, creed, religion, sex, handicap, familial status or national origin unless and only to the extent that said matters, or any portion thereof, are exempt under relevant provisions of the United States Code or relate to handicap, but do not discriminate against handicapped persons.
29. [INTENTIONALLY DELETED]
30. [Affects PARCELS 3A and 3B]
The following covenant of the Grantee as contained in that certain No-Build Easement, dated January 22, 2001, executed by and between PACIFICORP, an Oregon corporation doing business in within the State of Utah as Utah Power ("Grantor"), and THE (sic) GATEWAY ASSOCIATES, a Utah corporation (sic) ("Grantee"), recorded January 26, 2001 as Entry No. 7806576, in Book 8418, at Page 2110 of the Official Records:

"Grantee hereby covenants that any windows placed in the exterior of the building constructed on the Dominant Estate directly contiguous to, or that may otherwise allow access to, the Servient Estate on the south facing wall overlooking the Servient Estate shall be constructed in a manner that they cannot be opened."
31. [Affects ALL PARCELS]
The terms of that certain instrument entitled "Depot No Build Easement Agreement", dated January 18, 2001, executed by GATEWAY ASSOCIATES, LTD., a Utah limited partnership, recorded February 9, 2001 as Entry No. 7817943, in Book 8423, at Page 1139 of the Official Records, including all provisions, covenants, conditions, restrictions, easements, charges, assessments, liens or rights, if any, created therein.

32. [Affects PARCELS 1A, 1B and 9]
The terms of that certain instrument entitled "Declaration Of Condominium Gateway Block A Condominium Project", recorded February 26, 2001 as Entry No. 7828969, in Book 8427, at Page 4676 of the Official Records, including all provisions, covenants, conditions, restrictions, easements, charges, assessments, liens or rights, if any, created therein, but deleting those matters based upon race, color, creed, religion, sex, handicap, familial status or national origin unless and only to the extent that said matters, or any portion thereof, are exempt under relevant provisions of the United States Code or relate to handicap, but do not discriminate against handicapped persons.
33. [Affects PARCELS 2A, ,2C,7,8 and 9]
The terms of that certain instrument entitled "Declaration Of Condominium Gateway Block B Condominium Project", recorded February 26, 2001 as Entry No. 7828971, in Book 8427, at Page 4752 of the Official Records, including all provisions, covenants, conditions, restrictions, easements, charges, assessments, liens or rights, if any, created therein, but deleting those matters based upon race, color, creed, religion, sex, handicap, familial status or national origin unless and only to the extent that said matters, or any portion thereof, are exempt under relevant provisions of the United States Code or relate to handicap, but do not discriminate against handicapped persons, as amended or otherwise affected by that certain instrument entitled "First Amendment To Declaration Of Condominium Gateway Block B Condominium Project And Amendment Of Record Of Survey Map", recorded May 16, 2002 as Entry No. 8235748, in Book 8598 at Page 7012, of the Official Records, and by that certain Second Amendment To Declaration Of Condominium Gateway Block B Condominium Project And Amendment Of Record Of Survey Map, recorded July 20, 2004 as Entry No. 9125323, in Book 9016 at Page 2655, of the Official Records of the Salt Lake County Recorder.
34. [Affects portions of PARCELS 1A and 2A; Affects PARCELS 1B, 2C, 3A, 3B, 4A, 4B, 5, 7, 8, 9 and 12]
The limitations, covenants, conditions, easements and/or restrictions contained in that certain unrecorded Declaration Of Covenants, Conditions And Restrictions Re Commercial Shared Maintenance, dated as of February 28, 2001, executed by GATEWAY ASSOCIATES, a Utah limited partnership ("Declarant"), as the same shall have heretofore amended and/or supplemented, the existence of which is afforded by that certain Memorandum Of Declaration Of Covenants, Conditions And Restrictions Re Commercial Shared Maintenance (Gateway), recorded March 1, 2001 as Entry No. 7833681, in Book 8430, at Page 1770 of the Official Records, and by that certain First Amendment To Memorandum Of Declaration Of Covenants, Conditions And Restrictions Re Commercial Shared Maintenance, recorded May 6, 2005 as Entry No. 9370286, in Book 9128, at Page 563 of the Official Records.
35. [INTENTIONALLY DELETED]

36. [INTENTIONALLY DELETED]
37. [INTENTIONALLY DELETED]
38. [INTENTIONALLY DELETED]
39. [INTENTIONALLY DELETED]
40. [Affects PARCEL 5 (LOT 4)]
An **unrecorded** Lease Agreement, dated February 27, 2001, by and between GATEWAY ASSOCIATES, INC., a Utah limited partnership ("Landlord"), and BARNES & NOBLE BOOKSELLERS, INC., a Delaware corporation ("Tenant"), notice of which is afforded by a Memorandum Of Lease recorded May 22, 2001 as Entry No. 7902180, in Book 8459, at Page 7793 of the Official Records.
41. [INTENTIONALLY DELETED]
42. [Affects PARCELS 2A, 3A, 3B, 4A, 4B, 5, 7, 9 and 13]
A Right Of Way Easement, dated October 10, 2001, executed by GATEWAY ASSOCIATES, LTD., as Grantor, to PACIFICORP, an Oregon corporation, its successors and assigns, as Grantee, recorded November 9, 2001 as Entry No. 8057055, in Book 8524, at Page 3993 of the Official Records.
43. [INTENTIONALLY DELETED]
44. [INTENTIONALLY DELETED]
45. [INTENTIONALLY DELETED]
46. [Affects RETAIL UNIT 1 of PARCEL 1A]
An **unrecorded** Lease, dated as of April 13, 2002, by and between GATEWAY ASSOCIATES, LTD., a Utah limited partnership ("Landlord"), and Z'TEJAS SALT LAKE CITY, LLC, a Utah limited liability company ("Tenant"), the existence of which is disclosed by a Memorandum Of Lease recorded February 4, 2002 as Entry No. 8139458, in Book 8562, at Page 2794 of the Official Records.
47. [INTENTIONALLY DELETED]
48. [Affects ALL PARCELS, except PARCEL 6]
An **unrecorded** Energy Services Agreement, dated July 16, 2001, executed by and between GATEWAY ASSOCIATES LLC (sic), as "Owner", and PACIFICORP, the existence of which is disclosed by that certain Affidavit recorded July 22, 2002 as Entry No. 8298544, in Book 8622, at Page 3572 of the Official Records, and by that certain Memorandum Of Agreement Affecting Real Property recorded July 25, 2002 as Entry No. 8301607, in Book 8623, at Page 6432 of the Official Records.

49. [Affects PARCEL 5 (LOT 3)]
The terms of that certain instrument entitled "Declaration Of Covenants And Wall Restoration Agreement", dated as of July 30, 2002, by and between SALT LAKE CITY CORPORATION, a Utah municipal corporation, and GATEWAY ASSOCIATES, LTD., a Utah limited partnership, the existence of which is disclosed by that certain instrument entitled "Memorandum Of Declaration Of Covenants And Wall Restoration Agreement" recorded July 31, 2002 as Entry No. 8308408, in Book 8626, at Page 9509 of the Official Records, including all provisions, covenants, conditions, restrictions, easements, charges, assessments, liens or rights, if any, created in said Declaration Of Covenants And Wall Restoration Agreement, but deleting those matters based upon race, color, creed, religion, sex, handicap, familial status or national origin unless and only to the extent that said matters, or any portion thereof, are exempt under relevant provisions of the United States Code or relate to handicap, but do not discriminate against handicapped persons.
50. [Affects PARCEL 3A]
An **unrecorded** Lease, dated June 20, 2001, by and between GATEWAY ASSOCIATES, LTD., a Utah limited partnership ("Landlord"), and ANTHROPOLOGIE, INC., a Pennsylvania corporation ("Tenant").
51. [Affects PARCEL 5 (LOT 3)]
An **unrecorded** Lease, dated July 5, 2002, by and between GATEWAY ASSOCIATES, LTD., a Utah limited partnership ("Landlord"), and VIRGIN ENTERTAINMENT GROUP, INC., a Delaware corporation ("Tenant").
52. [Affects PARCELS 5, 7, 8, 9, 12 and 13]
The effects of that certain Abstract Of Findings and Order, executed by the SALT LAKE CITY BOARD OF ADJUSTMENT, Case No. 2665-B, recorded November 20, 2002 as Entry No. 8427263, in Book 8687, at Page 4208 of the Official Records.
53. [Affects PARCELS 1A, 1B, 2A, 2C, 3A, 3B, 4A, 4B, 5, 7, 8, 9, 11, 12 and 13]
The terms of that certain instrument entitled "Declaration Of Easements", dated as of September 1, 2001, by and between UNION PACIFIC RAILROAD COMPANY, a Delaware corporation, and GATEWAY ASSOCIATES, LTD., a Utah limited partnership, recorded April 7, 2003 as Entry No. 8600407, in Book 8772, at Page 5889 of the Official Records, including all provisions, covenants, conditions, restrictions, easements, charges, assessments, liens or rights, if any, created therein, but deleting those matters based upon race, color, creed, religion, sex, handicap, familial status or national origin unless and only to the extent that said matters, or any portion thereof, are exempt under relevant provisions of the United States Code or relate to handicap, but do not discriminate against handicapped persons.

54. [Affects PARCELS 2A, 2C, 5, 8, 9 and 12]
The terms of that certain instrument entitled "Covenant Agreement", dated as of February 28, 2003, by and between GATEWAY ASSOCIATES, LTD., a Utah limited partnership, and UNION PACIFIC RAILROAD COMPANY, a Delaware corporation, recorded April 7, 2003 as Entry No. 8600408, in Book 8772, at Page 5901 of the Official Records, including all provisions, covenants, conditions, restrictions, easements, charges, assessments, liens or rights, if any, created therein, but deleting those matters based upon race, color, creed, religion, sex, handicap, familial status or national origin unless and only to the extent that said matters, or any portion thereof, are exempt under relevant provisions of the United States Code or relate to handicap, but do not discriminate against handicapped persons.

55. [Affects PARCEL 2A (PARKING UNIT 1)]
The terms of that certain instrument entitled "Parking License, Parking Access, Central Plant Participation And Subordination Agreement", dated as of June 16, 2003, by and among GATEWAY ASSOCIATES, LTD., a Utah limited partnership, IRWIN UNION BANK, FSB, a federal savings bank, and WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association, recorded June 16, 2003 as Entry No. 8691592, in Book 8818, at Page 5955 of the Official Records, including all provisions, covenants, conditions, restrictions, easements, charges, assessments, liens or rights, if any, created therein, but deleting those matters based upon race, color, creed, religion, sex, handicap, familial status or national origin unless and only to the extent that said matters, or any portion thereof, are exempt under relevant provisions of the United States Code or relate to handicap, but do not discriminate against handicapped persons, and further deleting those matters which refer to a Wells Fargo Bank Deed of Trust and the subordination of same.

Further excepting the terms, conditions and provisions of that certain **unrecorded** Parking License Agreement, dated July 9, 2002 (as the same may have heretofore been amended), the existence of which is disclosed by the above referenced Parking License, Parking Access, Central Plant Participation And Subordination Agreement.

56. [INTENTIONALLY DELETED]

57. [Affects PARCEL 1A (PARKING UNITS 1 and 2)]
The terms of that certain instrument entitled "Parking License Agreement", dated October 6, 2003, between GATEWAY ASSOCIATES, LTD., a Utah limited partnership ("Licensor"), and BOYER-SPANISH FORK ASSOCIATES, LTD. ("Licensee"), recorded October 10, 2003 as Entry No. 8848851, in Book 8894, at Page 9334 of the Official Records, as amended, supplemented and otherwise affected by that certain instrument entitled "First Amendment To Parking License Agreement (Gateway Office 3)", dated May 5, 2005, by and between GATEWAY RETAIL HOLDINGS, L.C., a Utah limited liability company ("Licensor"), and GATEWAY OFFICE 3, L.C., a Utah limited liability company ("Licensee"), recorded May 6, 2005 as Entry No. 9370289, in Book 9128, at Page 580 of the Official Records, including all provisions, covenants, conditions, restrictions, easements, charges, assessments, liens or rights, if any, created therein, but deleting those matters based upon race, color, creed, religion, sex, handicap, familial status or national origin unless and only to the extent that said matters, or any portion thereof, are exempt under relevant provisions of the United States Code or relate to handicap, but do not discriminate against handicapped persons.
58. [INTENTIONALLY DELETED]
59. [Affects PARKING UNIT 1 and the COMMON AREAS of PARCEL 2A]
A Salt Lake City Certificate Of Noncompliance, executed by CHRIS WEINTZ, Building Inspector for the City of Salt Lake, recorded November 17, 2003 as Entry No. 8896074, in Book 8912, at Page 1766 of the Official Records.
60. [INTENTIONALLY DELETED]
61. [Affects COMMON AREAS of PARCELS 1A, 2A, 3A and 4A; Affects PARCELS 5 (LOT 3), 12 and 13]
A Salt Lake City Resolution No. 57 of 2003 recorded December 16, 2003 as Entry No. 8924747 in Book 8924 at Page 1 of the Official Records, entitled "A Resolution To Create Salt Lake City, Utah Central Business Improvement District No. DA-CBID-03 (The 'District'), Generally Described In The Notice Of Intention Concerning The District; Authorizing The City Officials To Proceed With Economic Promotion Activities As Set Forth In The Notice Of Intention; And Related Matters". (All charges and assessments are current.)

62. The terms of that certain instrument entitled "Agreement For Construction And Subsequent Acquisition Of Retail Unit 4, Gateway Block A Condominium, For The Purpose Of Operating A Planetarium And Presenting Large Screen Motion Picture Features", dated February 13, 2002, between SALT LAKE COUNTY, a body politic and political subdivision of the State of Utah, and GATEWAY ASSOCIATES, LTD., a Utah limited partnership, recorded June 8, 2004 as Entry No. 9084123, in Book 8998, at Page 4901 of the Official Records, including all provisions, covenants, conditions, restrictions, easements, charges, assessments, liens or rights, if any, created therein, to the extent that they affect and burden PARKING UNITS 1 and 2, GATEWAY BLOCK A CONDOMINIUM described herein.
63. [Affects PARCEL 3A]
An unrecorded Lease dated as of March 21, 2003, by and between GATEWAY ASSOCIATES, LTD. ("the Landlord"), and SUBWAY REAL ESTATE CORP., a corporation organized under the laws of the State of Delaware ("the Tenant"), the existence of which is disclosed by that certain Memorandum Of Lease recorded June 24, 2004 as Entry No. 9100992, in Book 9005, at Page 4492 of the Official Records.
64. [INTENTIONALLY DELETED]
65. [Affects PARCEL 2A (PARKING UNIT 1)]
The terms of that certain instrument entitled "Parking License Agreement", dated June 30, 2004, between GATEWAY RETAIL HOLDINGS, L.C, a Utah limited liability company ("Licensor"), and GATEWAY OFFICE 1, L.C., a Utah limited liability company ("Licensee"), recorded July 20, 2004 as Entry No. 9125321, in Book 9016, at Page 2635 of the Official Records, as amended, supplemented and otherwise affected by that certain instrument entitled "First Amendment To Parking License Agreement", dated May 5, 2005, by and between GATEWAY RETAIL HOLDINGS, L.C., a Utah limited liability company ("Licensor"), and GATEWAY OFFICE 1, L.C., a Utah limited liability company ("Licensee"), recorded May 6, 2005 as Entry No. 9370288, in Book 9128, at Page 573 of the Official Records, including all provisions, covenants, conditions, restrictions, easements, charges, assessments, liens or rights, if any, created therein, but deleting those matters based upon race, color, creed, religion, sex, handicap, familial status or national origin unless and only to the extent that said matters, or any portion thereof, are exempt under relevant provisions of the United States Code or relate to handicap, but do not discriminate against handicapped persons.
66. [INTENTIONALLY DELETED]
67. [INTENTIONALLY DELETED]
68. [INTENTIONALLY DELETED]

69. The rights of the tenants listed on the "TENANT ROLL" attached hereto and made a part hereof, and/or other parties claiming by, through, or under said tenants.
70. [INTENTIONALLY DELETED]
71. [INTENTIONALLY DELETED]
72. [INTENTIONALLY DELETED]
73. [INTENTIONALLY DELETED]
74. The following matters disclosed by that certain "ALTA/ACSM LAND TITLE SURVEY", dated April 4, 2005 (bearing a latest revision date of May 12, 2005, and a latest certificate date of May 12, 2005), prepared by MCNEIL ENGINEERING AND LAND SURVEYING, as Project No. 250155, certified by KENNETH A. PETTY, License No. 362254:

SURVEY SHEET 4 OF 6:

- (a) Encroachment of a portion of existing Block A Condominium Building onto the City sidewalk adjoining on the South (200 South Street), and onto the City sidewalk adjoining on the East (400 West Street).
- (b) Encroachment of portions of existing Block C1 Condominium Building onto the PacifiCorp Right Of Way referenced under Exception No. 42 herein.
- (c) Encroachment of a corner of existing Block C1 Condominium Building onto the Rio Grande Street Easement referenced under Exception No. 16 herein, and the Salt Lake City Corporation Easement referenced under Exception No. 25 herein.
- (d) Encroachment of pedestrian bridge support columns onto the PacifiCorp Right Of Way referenced under Exception No. 42 herein, onto the Rio Grande Street Easement referenced under Exception No. 16 herein, and the Salt Lake City Corporation Easement referenced under Exception No. 25 herein.
- (e) An above-ground pedestrian bridge over the PacifiCorp Right Of Way referenced in Exception No. 42 herein, over the Rio Grande Street Easement referenced under Exception No. 16 herein, and the Salt Lake City Corporation Easement referenced under Exception No. 25 herein.
- (f) Street and sidewalk improvements (including, but not limited to, signage and curb and gutter) located within the PacifiCorp Right Of Way referenced under Exception No. 42 herein.
- (g) Landscape features (including, but not limited to, planter boxes) located within the PacifiCorp Right Of Way referenced under Exception No. 42 herein, within the Rio Grande Street Easement referenced under Exception No. 16 herein, and the Salt Lake City Corporation Easement referenced under Exception No. 25 herein.

[CONTINUATION OF EXCEPTION NO. 74]

SURVEY SHEET 5 OF 6:

- (h) Encroachments of portions of existing Block A Condominium Building onto the City sidewalks adjoining on the East (400 West Street) and on the North (100 South Street).
- (i) Encroachments of portions of existing Block B Condominium Building onto the City sidewalks adjoining on the East (400 West Street) and on the South (100 South Street).
- (j) Encroachment of portions of existing Block C2 Condominium Building onto the City sidewalk adjoining on the South (100 South Street).
- (k) Encroachments of portions of existing Block B Condominium Building improvements [including, but not limited to, support columns, overhead canopy (Dick's Sporting Goods), and escalators and related enclosure] onto the Rio Grande Street Easement referenced under Exception No. 16 herein, and the Salt Lake City Corporation Easement referenced under Exception No. 25 herein.
- (l) Encroachments of portions of existing Block C2 Condominium Building and building improvements (including, but not limited to, the "3rd Level Deck") onto the PacifiCorp Right Of Way referenced under Exception No. 42 herein, the Rio Grande Street Easement referred to under Exception No. 16 herein, and/or onto the Salt Lake City Corporation Easement referenced under Exception No. 25 herein.
- (m) Encroachment of pedestrian bridge support columns onto the PacifiCorp Right Of Way referenced under Exception No. 42 herein, onto the Rio Grande Street Easement referenced under Exception No. 16 herein, and the Salt Lake City Corporation Easement referenced under Exception No. 25 herein.
- (n) An above-ground pedestrian bridge over the PacifiCorp Right Of Way referenced under Exception No. 42 herein, over the Rio Grande Street Easement referenced under Exception No. 16 herein, and the Salt Lake City Corporation Easement referenced under Exception No. 25 herein.
- (o) Landscaping features (including, but not limited to, planter boxes and fire pits) located within the PacifiCorp Right Of Way referenced under Exception No. 42 herein, within the Rio Grande Street Easement referenced under Exception No. 16 herein, and the Salt Lake City Corporation Easement referenced under Exception No. 25 herein.
- (p) Street and sidewalk improvements (including, but not limited to, signage and curb and gutter) located within the PacifiCorp Right Of Way referenced under Exception No. 42 herein.
- (q) Encroachment of portions of existing Block B Condominium Building onto the City sidewalk adjoining on the East (400 West Street).

CONTINUATION OF EXCEPTION NO. 74]

SURVEY SHEET 6 OF 6:

- (r) Encroachment of portions of existing Depot Building (on Lot 3) onto the City sidewalk adjoining on the East (400 West Street).
- (s) Encroachment of pedestrian bridge columns onto the Rio Grande Street Easement referenced under Exception No. 16 herein, and the Salt Lake City Corporation Easement referenced under Exception No. 25 herein.
- (t) An above-ground pedestrian bridge over the PacifiCorp Right Of Way referenced under Exception No. 42, over the Rio Grande Street Easement referenced under Exception No. 16 herein, and the Salt Lake City Corporation Easement referenced under Exception No. 25 herein.
- (u) Encroachment of portions of the existing Block B Condominium Building onto the PacifiCorp Right Of Way referenced under Exception No. 42 herein.
- (v) Encroachment of portions of the existing Block C2 Condominium Building onto the Plaza Pedestrian And Public Use Easement referenced under Exception No. 17 herein.
- (w) Encroachment of portions of the existing Building located on Lot 4 onto the Plaza Pedestrian Easement referenced under Exception No. 17 herein, onto the Rio Grande Street Easement referenced under Exception No. 16 herein, and the Salt Lake City Corporation Easement referenced under Exception No. 25 herein.
- (x) Encroachment of portions of the existing building located on Lot 4 onto the "No-Build Area" described in the Depot No-Build Easement Agreement referenced under Exception No. 31 herein, and onto Lot 5-Boyer Gateway Subdivision.
- (y) Stairways and handrails, waterfalls and other water features, and other landscaping features located within the "No-Build Area" described in the Depot No-Build Easement Agreement referenced under Exception No. 31 herein.
- (z) Encroachment of a portion of a water feature base onto the City sidewalk adjoining Lots 3 and 4 on the East (400 West Street).
- (aa) Various waterfalls and other water features located within and/or encroaching upon the Plaza Pedestrian Easement referenced under Exception No. 17 herein, the Rio Grande Street Easement referenced under Exception No. 16 herein, the Salt Lake City Corporation Easement referenced under Exception No. 25 herein, the Depot Pedestrian And Public Use Easement referenced under Exception No. 19 herein, and/or the PacifiCorp Right Of Way referenced under Exception No. 42 herein.

[CONTINUATION OF EXCEPTION NO. 74]

SURVEY SHEET 6 OF 6:

- (bb) Encroachment of a portion of the "Plaza Area" stairway and handrails onto the Rio Grande Street Easement referenced under Exception No. 16 herein, and the Salt Lake City Corporation Easement referenced under Exception No. 25 herein.
- (cc) Street and sidewalk improvements (including, but not limited to, signage and curb and gutter) located within the PacifiCorp Right Of Way referenced under Exception No. 42 herein.
- (dd) Landscaping features (including, but not limited to, fire pits and planter boxes) located within the PacifiCorp Right Of Way referenced under Exception No. 42 herein, the Rio Grande Street Easement referenced under Exception No. 16 herein, and/or the Salt Lake City Corporation Easement referenced under Exception No. 25 herein.

SURVEY SHEETS 4, 5 AND 6:

- (ee) Various utility and service lines and facilities, to the extent that they are located outside of recorded easements.
75. [Affects PARCELS 5 (LOT 4), 9, 12 and 13]
The terms of that certain instrument entitled "Air Space Easement Agreement", dated as of May 5, 2005, by and between GATEWAY RETAIL HOLDINGS, L.C., a Utah limited liability company ("Grantor"), and GATEWAY ASSOCIATES, LTD., a Utah limited partnership ("Grantee"), recorded May 6, 2005 as Entry No. 9370290, in Book 9128, at Page 586 of the Official Records, including all provisions, covenants, conditions, restrictions, easements, charges, assessments, liens or rights, if any, created therein.
76. [Affects PARCELS 1A, 1B, 2A, 2C, 3A, 3B, 4A, 4B, 5, 8, 9, 12 and 13]
The terms of that certain instrument entitled "Encroachment Agreement", dated as of May 5, 2005, by and among GATEWAY ASSOCIATES, LTD., a Utah limited partnership, GATEWAY BLOCK A CONDOMINIUM ASSOCIATION, INC., a Utah corporation, GATEWAY BLOCK B CONDOMINIUM ASSOCIATION, INC., a Utah corporation, GATEWAY BLOCK C-1 CONDOMINIUM ASSOCIATION, INC., a Utah corporation, GATEWAY BLOCK C-2 CONDOMINIUM ASSOCIATION, INC., a Utah corporation, and GATEWAY RETAIL HOLDINGS, L.C., a Utah limited liability company, recorded May 6, 2005 as Entry No. 9370291, in Book 9128, at Page 596 of the Official Records, including all provisions, covenants, conditions, restrictions, easements, charges, assessments, liens or rights, if any, created therein.

77. [Affects PARCELS 1A, 1B, 2A, 2C, 3A, 3B, 4A, 4B, 5, 7, 8, 9, 11, 12 and 13]

The terms of that certain instrument entitled "Declaration Of Covenants, Restrictions And Easements (The Gateway-- Retail Parcels)", recorded May 6, 2005 as Entry No. 9370292, in Book 9128, at Page 605 of the Official Records, as amended by that certain instrument entitled "Amendment To Declaration Of Covenants, Restrictions And Easements", recorded _____, 2005 as Entry No. _____, in Book _____, at Page _____ of the Official Records, including all provisions, covenants, conditions, restrictions, easements, charges, assessments, liens or rights, if any, created therein, but deleting those matters based upon race, color, creed, religion, sex, handicap, familial status or national origin unless and only to the extent that said matters, or any portion thereof, are exempt under relevant provisions of the United States Code or relate to handicap, but do not discriminate against handicapped persons.

78. [Affects PARCEL 13, as to the portion of LOT 7 BOYER GATEWAY within closed and vacated NORTH TEMPLE STREET]
The following terms and conditions of that certain Salt Lake City Ordinance No. 116 Of 1903 approved by the Mayor on October 2, 1903, a certified copy of which was recorded December 24, 1998 as Entry No. 7202237, in Book 8208 at Pages 2564-2577, inclusive, of the Official Records, to-wit:

"SECTION 5: And be it further ordained as a condition of the granting of the franchise herein provided for that said grantee, its lessees, successors and assigns, shall construct the viaduct herein proposed on North Temple Street which shall be suitable and sufficient to accommodate the public travels over and along said street, and upon the completion thereof to the satisfaction and acceptance of the City Council of said city, the roadway over said viaduct shall be maintained by said city, and the structural or steel portions shall be maintained by the Oregon Short Line Railroad Company."

79. [Affects PARCEL 13]
The right, title or interest of the UTAH DEPARTMENT OF TRANSPORTATION and SALT LAKE CITY CORPORATION, and/or any person or entity claiming by, through or under them, in and to the portion of LOT 7, BOYER GATEWAY within closed and vacated NORTH TEMPLE STREET. Said right, title or interest includes, but is not limited to, any rights to operate, maintain, repair, lease, encumber and/or otherwise use the roadway, viaducts(s) [including the portion underneath viaduct(s)] and asphalt parking located within the bounds of closed and vacated NORTH TEMPLE STREET.

80. [Affects PARCEL 13, as to a portion of the Easterly boundary of LOT 7, BOYER GATEWAY abutting closed and vacated NORTH TEMPLE STREET]
The following recital set forth in that certain Quitclaim Deed recorded September 19, 1973 as Entry No. 2570352, in Book 3421, at Page 376 of the Official Records, wherein UNION PACIFIC RAILROAD COMPANY is the Grantor, and THE STATE ROAD COMMISSION OF UTAH is the Grantee, to-wit:
- "To enable the Grantee to construct and maintain a public highway, as contemplated by Title 27, Chapter 12, Section 96, Utah Code Annotated, 1953, as amended, the Grantor hereby releases and relinquishes to the Grantee any and all rights or easements appurtenant to the Grantor's remaining property by reason of the location thereof with reference to said highway, including, without limiting the foregoing, all rights of ingress to or egress from the Grantor's remaining property contiguous to the land hereby conveyed, to or from said highway, between said point 'A' and said point 'B'."
81. [Affects PARCEL 13]
The terms of that certain instrument entitled "Fiber Facilities Easement Deed And Agreement", dated December 22, 1998, executed by and between GATEWAY ASSOCIATES, LTD., a Utah limited partnership ("Grantor"), and UNION PACIFIC RAILROAD COMPANY, a Delaware corporation ("Grantee"), recorded December 24, 1998 as Entry No. 7202241, in Book 8208, at Page 2606 of the Official Records, including all provisions, covenants, conditions, restrictions, easements, charges, assessments, liens or rights, if any, created therein.
82. [Affects PARCEL 13, as to the portion of LOT 7 BOYER GATEWAY within closed and vacated NORTH TEMPLE STREET]
Salt Lake City Ordinance No. 92 of 1999 (Enacting the Capitol Hill Community Master Plan) recorded November 29, 1999 as Entry No. 7522327, in Book 8326, at Page 75 of the Official Records.
83. [Affects PARCEL 13]
The terms of that certain instrument entitled "Easement", executed by and between GATEWAY ASSOCIATES, LTD., a Utah limited partnership ("Grantor"), and SALT LAKE CITY CORPORATION, a municipal corporation of the State of Utah, its successors-in-interest and assigns ("Grantee"), recorded February 8, 2001 as Entry No. 7817246, in Book 8422, at Page 8263 of the Official Records, including all provisions, covenants, conditions, restrictions, easements, charges, assessments, liens or rights, if any, created therein.

84. [Affects the portion of PARCEL 13 within LOT 7, BOYER GATEWAY SUBDIVISION]
A right of way for City Creek as the same intersects Lot 7, **Boyer Gateway**, together with any rights or asserted rights in and to said Creek, and any rights incidental to the ownership, use and maintenance of said Creek, including, but not limited to, any and all rights and privileges arising pursuant to that certain instrument entitled "Easement", dated July 16, 2002, executed by GATEWAY ASSOCIATES, LTD., a Utah limited partnership ("Grantor"), to SALT LAKE CITY CORPORATION, a municipal corporation of the State of Utah ("Grantee"), recorded July 19, 2002 as Entry No. 8297455, in Book 8621 at Page 7706, of the Official Records.
85. [INTENTIONALLY DELETED]
86. [Affects the portion of PARCEL 13 within LOT 7, BOYER GATEWAY SUBDIVISION]
The effects of that certain Abstract of Findings and Order, executed by Salt Lake City Board of Adjustment, Case No. 2700-B, recorded September 17, 2003 as Entry No. 8820902, in Book 8883, at Page 451 of the Official Records.
87. [INTENTIONALLY DELETED]
88. [Affects PARCEL 13-LOT 6, BOYER GATEWAY SUBDIVISION]
The effects of that certain Abstract of Findings and Order, executed by Salt Lake City Planning Commission, Case No. 410-707, recorded March 28, 2005 as Entry No. 9332870, in Book 9110, at Page 2360 of the Official Records.
89. [Affects PARCEL 13]
The lien of all general real and personal property taxes for the year 2005 and thereafter, not yet due or payable, under Tax Parcel Numbers 08-36-376-014 (LOT 5-BOYER GATEWAY), 08-36-376-013 (LOT 6-BOYER GATEWAY), and 08-36-376-012 (LOT 7-BOYER GATEWAY).
90. [Affects PARCELS 5, 9, 12 and 13]
The terms of that certain instrument entitled "Easement Agreement", dated as of May 10, 2005, by and between GATEWAY RETAIL HOLDINGS, L.C., a Utah limited liability company ("Grantor"), and GATEWAY ASSOCIATES, LTD., a Utah limited partnership ("Grantee"), recorded May 12, 2005 as Entry No. 9374835, in Book 9130, at Page 870 of the Official Records, including all provisions, covenants, conditions, restrictions, easements, charges, assessments, liens or rights, if any, created therein.

NOTE: The "PARCEL" references set forth in this Exhibit B correspond to the respective PARCELS as set forth and described in Chicago Title Insurance Company Commitment For Title Insurance No. 37112 [Second Amended] bearing an Effective Date of May 3, 2005. [Included within certain of the PARCELS described in said Commitment are the Condominium Units and Subdivision Lots described on the Exhibit A to the instrument to which this Exhibit B is attached.]

THE GATEWAY - RETAIL

TENANT ROLL

TENANT	ADDRESS	SPACE #	SQ.FT.
abercrombie	111 South Rio Grande, Salt Lake City, UT 84101	1050	9,592
Abercrombie & Fitch	115 South Rio Grande Street, SLC, UT 84101	1050	5,149
Aeropostale	88 South Rio Grande Street, SLC, UT 84101	2086	2,704
Accuscan Health Imaging	130 South 400 West, SLC, UT 84101	1030	2,447
American Eagle Outfitters	137 South Rio Grande Street, SLC, UT 84101	1015	6,397
Ann Taylor Loft	56 South Rio Grande Street, SLC, UT 84101	1086	6,010
Anthropologie	116 South Rio Grande Street, SLC, UT 84101	1103	11,860
Applebee's	159 South Rio Grande Street SLC, UT 84010	1018	5,786
Arden B	77 South Rio Grande Street, SLC, UT 84101	1058	2,052
Art of Giving	170 South Rio Grande Street, SLC, UT 84101	1115	1,993
AT&T Wireless	160 South Rio Grande Street, SLC, UT 84101	2109	2,482
Auntie Anne's Pretzels	23 South Rio Grande Street, SLC, UT 84101	2023	696
Banana Republic	15 South Rio Grande Street, SLC, UT 84101	1065	6,519
Barnes & Noble	6 North Rio Grande Street, SLC, UT 84101	2052	25,873
Bastille	79 South Rio Grande Street, SLC, UT 84101	1057	1,707
Bath & Body	150 South Rio Grande Street, SLC, UT 84101	1107	2,853
bebe	71 South Rio Grande Street, SLC, UT 84101	1059	3,486
Ben & Jerry's	7 South Rio Grande Street, SLC, UT 84101	2028	554
Ben's Cookies of Oxford	158 South Rio Grande Street, SLC, UT 84101	1114	492
Blagg's	194 South 400 West, SLC, UT 84101	1007	8,702
Th Body Shop	95 South Rio Grande Street, SLC, UT 84010	1055	1,428
Bombay Company	16 North Rio Grande Street, SLC, UT 84101	1072	4,535
Breaking the Mold	21 South Rio Grande Street, SLC, UT 84101	2024	1,056
Brighton Collectibles	50 South Rio Grande Street, SLC, UT 84101	1085	1,416
Brookstone	91 South Rio Grande Street, SLC, UT 84101	1056	3,328
The Buckle	130 South Rio Grande Street, SLC, UT 84101	1104	4,362
Build A Bear	25 South Rio Grande Street, SLC, UT 84101	2021	3,201
California Pizza Kitchen	156 South 400 West, SLC, UT 84101	1020	5,000
Chico's	74 South Rio Grande Street, SLC, UT 84101	1088	2,188
Children's Museum	444 West 100 South, SLC, UT 84010	1034	6,321
Christopher & Banks	16 South Rio Grande Street, SLC, UT 84010	1080	2,981
Claire's Boutique	88 South Rio Grande Street, SLC, UT 84010	2088	776
Clark Planetarium	110 South 400 West, SLC, UT 84010	1046	15,744
Coldwater Creek	30 South Rio Grande Street, SLC, UT 84101	1081	7,397
Costa Vida	169 South Rio Grande Street, SLC, UT 84101	2004A	3,000
Crowell Advertising	12 South 400 West, Suite: #200, SLC, UT 84101 (UP Dep)	200	
Cummings Chocolates	21 1/2 South Rio Grande Street, SLC, UT 84101	2019	355
D Grant	70 South Rio Grande Street, SLC, UT 84101	1087	2,940
Dick's Sporting Goods	41 South Rio Grande Street, SLC, UT 84101	2015	91,000
The DoDo	152 South 400 West, SLC, UT 84101	1019	4,478
Electronics Boutique	152 South Rio Grande Street, SLC, UT 84101	1111	958
Express	131 South Rio Grande Street, SLC, UT 84101	1046	6,546
FED Promotion	120 South Rio Grande Street, SLC, UT 84101	2078	507
Fleming's Prime Steakhouse	20 South 400 West, SLC, UT 84101	2020	7,107
Footlocker	48 South Rio Grande Street, SLC, UT 84101	2076	3,363
Fortier Jewelers	11 South Rio Grande Street, SLC, UT 84101	1066	1,295
Gateway Information	1 South Rio Grande Street, SLC, UT 84101	2031	91
Gap	110 South Rio Grande Street, SLC, UT 84101	1101	13,808
GNC	156 South Rio Grande Street, SLC, UT 84101	1112	983
Gymboree	44 South Rio Grande Street, SLC, UT 84101	2073	2,205
Happy Sumo	153 South Rio Grande Street, SLC, UT 84101	1014	2,673
Hawk Skate/Quicksilver	136 South Rio Grande Street, SLC, UT 84101	1105	3,726

THE GATEWAY - RETAIL

TENANT ROLL

STORE NAME	STORE ADDRESS	SPACE #	SQ.FT.
Hollister	122 South Rio Grande Street, SLC, UT 84010	2094	7,362
Hot Topic	82 South Rio Grande Street #A, SLC, UT 84101	2084A	1,852
Humphrey Yogart	175 South Rio Grande Street, SLC, UT 84101	1008	804
J Brooks Jewelers	157 South Rio Grande Street, SLC, UT 84010	1016	1,840
J Crew	90 South Rio Grande Street, SLC, UT 84101	1090	9,110
J Jill	38 South Rio Grande Street, SLC, UT 84101	1084	4,637
JMR Chalk Garden	139 South Rio Grande Street, SLC, UT 84101	1012	1,399
Journeys	60 South Rio Grande Street, SLC, UT 84101	2079	2,086
Lane Bryant	28 South Rio Grande Street, SLC, UT 84101	2072	6,499
Lids	128 South Rio Grande Street, SLC, UT 84101	2096	714
The Living Planet Aquarium	32 North Rio Grande Street, SLC, UT 84101	1073	10,668
Love Sac	104 South Rio Grande Street, SLC, UT 84101	100 S. Bridge #B	1,088
Lucky Brand	133 South Rio Grand Street, SLC, UT 84101	1045	2,803
McDonald's	140 South Rio Grande Street, Suite 6, SLC, UT 84101	2100 #6	1,082
McGrath's Fish House	190 South 400 West, SLC, UT 84101	1006	8,200
Megaplex 12 at The Gateway	165 South Rio Grande Street, SLC, UT 84101	2005	73,997
MIMI Maternity	51 South Rio Grande Street, SLC, UT 84010	1054	1,753
Muscle Beach Lemonade	140 South Rio Grande Street, Suite 5, SLC, UT 84101	2100 #5	575
Orange Julius/Dairy Queen	140 South Rio Grande Street, Suite , SLC, UT 84101	2100 #1	724
Pacific Sunwear	66 South Rio Grande Street, SLC, UT 84101	2082	4,186
Panda Express	140 South Rio Grande Street, Suite 8, SLC, UT 84101	2100 #8	848
Parc Condo's	500 South 500 West, Salt Lake City, UT 84101	2025	700
RC Gardner Development	12 South 400 West #250, SLC, UT 84013 (UP Depot)	250	
Robyn Todd	34 South Rio Grande Street, SLC, UT 84101	1083	1,085
Rocky Mountain Chocolate	158 South Rio Grande Street, SLC, UT 84101	1113	481
Rumbi Island Grill	171 South Rio Grande Street, SLC, UT 84101	1007A	2,870
Salt Lake Souvenir & Gift	80 South Rio Grande Street, SLC, UT 84101	2083	1,900
Samba Grill	162 South 400 West, SLC, UT 84101	2003	8,101
Sbarro's	140 South Rio Grande Street, Suite , SLC, UT 84101	2100 #2	754
Skybox	4 South Rio Grande Street, SLC, UT 84101	2070	18,861
Slate Creek Gift Company	131 South Rio Grande Street, SLC, UT 84101	1048	864
Sole Outdoors	75 South Rio Grande Street, SLC, UT 84101	1060	1,741
Sona Laser Center	475 West 100 South, SLC, UT 84010	1100	4,227
Starbucks Coffee Company	9 South Rio Grande Street, SLC, UT 84101	2028	1,274
Subway	140 South Rio Grande Street, Suite , SLC, UT 84101	2100 #7	830
Sunglass Design	68 South Rio Grande Street, SLC, UT 84101	2081	293
Sur la Table	10 North Rio Grande Street, SLC, UT 84101	1074	6,018
Taco Time	140 South Rio Grande Street, Suite , SLC, UT 84101	2100 #3	803
Teach Me To Trade	12 South 400 West #300, SLC, UT 84013 (UP Depot)	300	
Thaifoon	7 North 400 West, SLC, UT 84101	2040	6,420
Tilt	148 South Rio Grande Street, SLC, UT 84101	2110	7,500
Tresor Jewelers	12 North Rio Grande Street, SLC, UT 84101	1071	998
Utah Home Fitness	31 South Rio Grande Street, SLC, UT 84101	1062	2,175
The Utopia Gallery	151 South Rio Grande Street, SLC, UT 84101	1013	544
Verizon Wireless	49 South Rio Grande Street, SLC, UT 84101	2016	1,675
Victoria's Secret/Beauty	78 South Rio Grande Street, SLC, UT 84101	1089	6,539
Virgin Megastore	12 South 400 West, SLC, UT 84013	2035	15,299
W Models	14 South Rio Grande Street, SLC, UT 84101	1079	1,499
Wells Fargo	29 South Rio Grande, SLC, UT 84010	2018	1,358
Wet Seal	64 South Rio Grande Street, SLC, UT 84101	2080	3,974
Z Gallerie	12 South Rio Grande Street, SLC, UT 84101	1078	11,290
ZTejas	191 South Rio Grande Street, SLC, UT 84101	1010	7,000