

**Recording Requested By and
When Recorded Mail To:**

Mark S. Biskamp
Munsch Hardt Kopf & Harr, P.C.
700 Milam Street, Suite 2700
Houston, Texas 77002

13816212
11/4/2021 11:58:00 AM \$40.00
Book - 11264 Pg - 4407-4411
RASHELLE HOBBS
Recorder, Salt Lake County, UT
COTTONWOOD TITLE
BY: eCASH, DEPUTY - EF 5 P.

Mail Tax Statements To:

SAF MOB South Jordan LLC
c/o Nuveen Real Estate
601 Massachusetts Ave NW, #210W
Washington, D.C. 20001
Attn: Senior Director – Real Estate Asset
Management

Tax Parcel Nos.: 26244110010000 and
26244110030000

1H9119-ETT

[Space above for recorder.]

ASSIGNMENT OF GROUND LEASE

This ASSIGNMENT OF GROUND LEASE (this “Assignment”) is made and entered into as of the 3rd day of November, 2021, by and between **GARDNER-DAYBREAK OFFICE 1, L.C.**, a Utah limited liability company (“Assignor”) and **SAF MOB SOUTH JORDAN LLC**, a Delaware limited liability company (“Assignee”).

R E C I T A L S:

A. Assignor and Nuveen Global Investments LLC, a Delaware limited liability company (“Original Buyer”), entered into that certain Agreement of Sale and Purchase dated September 17, 2021, as amended by that certain First Amendment to Agreement of Sale and Purchase dated September 28, 2021, by and between Seller and Original Buyer, and as assigned to Assignee, by way of that certain Assignment of Agreement of Sale and Purchase dated October 12, 2021, by and between Original Buyer and Assignee (as so amended and assigned, the “Agreement”).

B. Pursuant to the Agreement, Assignor desires to assign and transfer to Assignee all of Assignor’s right, title and interest in and to that Ground Lease Agreement, dated effective as of July 2, 2019, between the University of Utah, a body politic and corporate of the State of Utah (“Ground Lessor”), and Seller, as amended by that certain First Amendment to Ground Lease Agreement dated May 29, 2020, as evidenced by that certain Memorandum of Ground Lease, between Seller and Ground Lessor, dated July 2, 2019 and recorded July 3, 2019 as Entry No. 13022678 in Book 10799 at Page 5359, Recorder’s Office, Salt Lake County, Utah (collectively, the “Ground Lease”) with respect to the real property described on Exhibit “A” attached hereto,

and Assignee desires to accept such assignment and to assume and perform all of Assignor's covenants and obligations in and under the Ground Lease from and after the date hereof.

NOW, THEREFORE, in consideration of the foregoing recitals and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignor hereby assigns and transfers to Assignee all of Assignor's right, title and interest in and to the Ground Lease, including the assignment of any claims against tenants under the Ground Lease.

2. Assignee hereby accepts the above assignment and expressly assumes and covenants to keep, perform, fulfill and discharge all of the terms, covenants, conditions and obligations required to be kept, performed, fulfilled and discharged by Assignor under the Ground Lease from and after the date hereof (but not prior to the date hereof).

3. Assignee shall defend, indemnify and hold harmless Assignor from and against any liabilities, losses, damages, causes of action, costs and expenses (including, without limitation, reasonable attorneys' fees, associated legal expenses and costs of court) incurred by Assignor by reason of any default under the Ground Lease by Assignee arising from and after the date hereof. Assignor shall defend, indemnify and hold harmless Assignee from and against any liabilities, losses, damages, causes of action, costs and expenses (including, without limitation, reasonable attorneys' fees, associated legal expenses and costs of court) incurred by Assignee by reason of any default under the Ground Lease by Assignor arising prior to the date hereof.

4. This Assignment may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of such counterparts shall constitute one Assignment.

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

[Signature Pages Follow]

Assignor Signature Page to Assignment of Ground Lease

ASSIGNOR:

GARDNER-DAYBREAK OFFICE 1, L.C.,
a Utah limited liability company

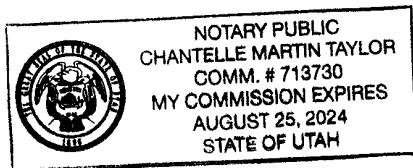
By: KC Gardner Company, L.C.,
a Utah limited liability company,
its Manager

By: Christina Gardner
Name: Christina Gardner
Title: Manager

STATE OF UTAH §
 §
COUNTY OF SALT LAKE §

On this 28th day of October, 2021, before me personally appeared Christina Gardner in his capacity as a Manager of KC Gardner Company, L.C., a Utah limited liability company, Manager of Gardner-Daybreak Office 1, L.C., a Utah limited liability company, proved on the basis of satisfactory evidence to be the person whose name is subscribed to this document, and acknowledged that he executed the same.

Christina Gardner
Notary Public



Assignee Signature Page to Assignment of Ground Lease

ASSIGNEE:

SAF MOB SOUTH JORDAN LLC,
a Delaware limited liability company

By: Nuveen Alternatives Advisors LLC,
a Delaware limited liability company,
its Manager

By:  10/21/21
Name: Andrew Pyke
Title: Authorized Signer

STATE OF MD §
COUNTY OF PG. §

On this 21st day of October, 2021, before me personally appeared Andrew Pyke, in his capacity as Authorized Signer of Nuveen Alternatives Advisors LLC, a Delaware limited liability company, Manager of SAF MOB South Jordan LLC, a Delaware limited liability company, proved on the basis of satisfactory evidence to be the person whose name is subscribed to this document, and acknowledged that he executed the same.

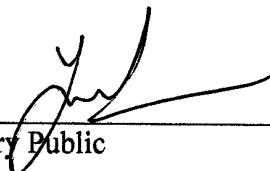

Notary Public



EXHIBIT "A"

LEGAL DESCRIPTION

Lot C-101, DAYBREAK SOUTH STATION PLAT 2 SUBDIVISION, Amending Lot T4 of the Kennecott Master Subdivision #1 Amended and Also Amending Lot O-103 of the Kennecott Daybreak Plat 4 Subdivision, recorded April 2, 2019 as Entry No. 12961128 in Book 2019P of Plats at Page 110, on file in the office of the Salt Lake County Recorder, State of Utah.