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GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
LANDMARK TITLE
BY: TMW, DEPUTY - MI 7 P.

PLEASE RETURN TO:
GIBSON, DUNN & CRUTCHER LLP
2029 Century Park East
Los Angeles, California 90067
Attn: Jesse Sharf

Parcel No.: 08-36-376-026; 08-36-376-013; 08-36-376-039

ASSIGNMENT OF PARKING LICENSE AGREEMENT

THIS ASSIGNMENT OF PARKING LICENSE AGREEMENT (this "Assignment") is entered into as of July 17, 2013 (the "Effective Date") by and between GATEWAY OFFICE 6, L.C., a Utah limited liability company, with its principal offices at 90 South 400 West, Suite 200, Salt Lake City, Utah 84111 ("Assignor"), and WEST SALT LAKE ACQUISITIONS PARTNERS LLC, a Delaware limited liability company, with its its principal offices at c/o Hines Interests Limited Partnership, 101 California Street, California 84111, Attn: Paul Brenner ("Assignee").

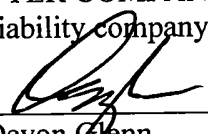
FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignor is the Licensee under that certain Parking License Agreement as more fully described on Exhibit A attached hereto (the "Parking License"). The Parking License benefits and burdens Assignor's real property, which is legally described on Exhibit B-1 attached hereto and the Parking Facilities (as defined in the Parking License), which are legally described on Exhibit B-2 attached hereto.
2. Assignor hereby assigns to Assignee all of its right, title, interest and obligations under or with respect to the Parking License.
3. Assignee, by its execution hereof, does hereby assume and agree to perform and discharge all obligations of the Assignor under the Parking License from and after the date hereof and to indemnify and hold Assignor harmless from and against Assignee's failure to perform any such obligations.
4. This Assignment shall be governed by the laws of Utah (except for the choice of law provisions thereof).
5. This Assignment may be executed in separate counterparts, none of which need contain the signatures of all parties, each of which shall be deemed to be an original, and all of which taken together constitute one and the same instrument. It shall not be necessary in making proof of this Assignment to produce or account for more than the number of counterparts containing the respective signatures of, or on behalf of, all of the parties hereto.

ASSIGNOR:

GATEWAY OFFICE 6, L.C., a Utah limited liability company, by its Manager:

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

By: 
Name: Devon Glenn
Its: Manager

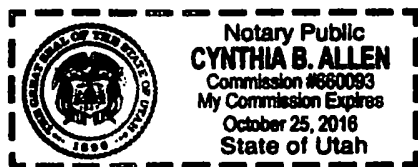
STATE OF UTAH)
: ss.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 11th day of July, 2013, by Devon Glenn, a Manager of THE BOYER COMPANY, L.C., a Utah limited liability company, which is a Manager of GATEWAY OFFICE 6, L.C., a Utah limited liability company.

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


NOTARY PUBLIC
Residing at: Salt Lake County, Utah

My Commission Expires: 10/25/16



ASSIGNEE:

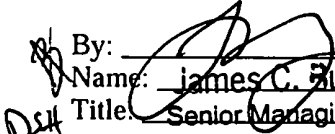
WEST SALT LAKE ACQUISITIONS PARTNERS LLC

By: Hines West Salt Lake Acquisitions Partners LLC, a Delaware limited liability company, its managing member

By: Hines West Salt Lake Associates Limited Partnership, a Texas limited partnership, its sole member

By: Hines Interests Limited Partnership, a Delaware limited partnership, its general partner

By: Hines Holdings, Inc., a Texas corporation, its general partner

By: 
Name: James C. Buie, Jr.
Title: Senior Managing Director/Chief Executive Officer

State of California)

County of San Francisco

On July 15, 2013 before me, Lisa Bridges, a Notary Public, personally appeared James C. Buie, Jr., who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

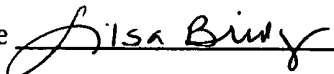
Signature  (Seal)



EXHIBIT "A"
TO
ASSIGNMENT OF PARKING LICENSE AGREEMENT

Description of Parking License Agreement

A Parking License Agreement recorded June 6, 2011 as Entry No. 11199717, in Book 9931, at Page 3409, of the Official Records of the Salt Lake County Recorder, as said Agreement shall have been clarified and/or otherwise affected by that certain Notice Clarifying Recordations Of Parking License Agreement recorded August 2, 2011 as Entry No. 11222232, in Book 9940, at Page 8516 of the Official Records of the Salt Lake County Recorder, and amended by that certain Amendment To Parking License Agreement (Gateway Office 6), dated effective July 17, 2013 and recorded July 18, 2013 as Entry No. 11686487, in Book 10160, at Page 4520 of the Official Records of the Salt Lake County Recorder.

EXHIBIT "B-1"

TO

ASSIGNMENT OF PARKING LICENSE AGREEMENT

Legal Description of Assignor's Property

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

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

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

EXHIBIT "B-2"

TO

ASSIGNMENT OF PARKING LICENSE AGREEMENT

Legal Description of Parking Facilities

"RETAIL 2 PARCEL":

Parking stalls in a covered parking structure located in the "Old Navy Building" on the following tract of land located in Salt Lake City, Utah:

LOT 6, 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.

"NORTH DEVELOPMENT AND PARKING PARCEL":

Parking stalls on a surface parking lot located on the following tract of land located in Salt Lake City, Utah:

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

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

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

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