

RECORDING REQUESTED BY:  
ROYAL BANK OF CANADA

12829405  
8/15/2018 8:20:00 AM \$33.00  
Book - 10702 Pg - 9493-9499  
ADAM GARDINER  
Recorder, Salt Lake County, UT  
INGEO SYSTEMS  
BY: eCASH, DEPUTY - EF 7 P.

AND WHEN RECORDED MAIL TO:

Gibson, Dunn & Crutcher LLP  
200 Park Avenue  
New York, New York 10166  
Attention: Aaron Beim, Esq.

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[SPACE ABOVE THIS LINE FOR RECORDER'S USE]

Tax Parcel Nos. **16-06-178-005-0000, 16-06-178-006-0000, 16-06-178-007-0000,**  
**16-06-178-008-0000, 16-06-178-009-0000, 16-06-178-010-0000,**  
**16-06-178-011-0000, 16-06-178-017-0000, 16-06-179-028-0000,**  
**16-06-179-010-0000, 16-06-129-022-0000, 16-06-129-023-0000,**  
**and 16-06-129-024-0000**

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**ASSIGNMENT OF ASSIGNMENT OF LEASES AND RENTS**

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**BY:**

**ROYAL BANK OF CANADA,**  
in its capacity as Administrative Agent for

**ROYAL BANK OF CANADA,**  
as Lender

in favor of

**RBC REAL ESTATE CAPITAL CORP.,**  
a Delaware corporation

Dated: As of March 1, 2017  
Location: 250 and 205 East 200 South  
City: Salt Lake City, Utah  
County: Salt Lake County

## ASSIGNMENT OF ASSIGNMENT OF LEASES AND RENTS

Know all persons by these presents that, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ROYAL BANK OF CANADA (“Assignor”), as Administrative Agent for ROYAL BANK OF CANADA, as lender (“Lender”), having an office at 200 Vesey Street, New York, New York 10281, as the holder of the instrument hereinafter described and for valuable consideration, hereby endorses, assigns, sells, transfers and delivers to RBC REAL ESTATE CAPITAL CORP., a Delaware corporation, whose address is 200 Crescent Court, Suite 1525, Dallas, Texas 75201, its successors, participants and assigns (“Assignee”), all right, title and interest of Assignor in and to the security instruments executed by certain obligors (“Obligors”) set forth on Schedule 1 attached hereto and incorporated herein by reference (collectively, the “Assignment of Leases and Rents”), and creating a first lien on the property described in Exhibit A attached hereto and by this reference made a part hereof, securing the payment of an Amended and Restated Promissory Note made by Unico 205 East 200 South Center LLC and Unico 205 East 200 South Tower LLC, each a Delaware limited liability company, dated March 1, 2017, payable to the order of Lender in the maximum principal amount of up to FIFTY ONE MILLION AND NO/100 DOLLARS (\$51,000,000.00) (the “Note”).

The purpose of this instrument is to assign to Assignee the Assignment of Leases and Rents executed by Obligors and to release any and all interest Assignor (on behalf of itself and Lender) may have in and to the Assignment of Leases and Rents, except to the extent of any provisions relating to indemnification or other interests set forth in the Assignment of Leases and Rents or otherwise agreed in writing among Assignor, Lender, and Assignee which by their terms would continue to benefit Assignor and/or Lender but only to the extent such rights of Assignor and/or Lender to indemnification or otherwise arise from events occurring prior to the date hereof and such rights of Assignor and Lender are fully subordinated to the interest of Assignee to the extent that there are any claims in favor of the Assignee to which such indemnification provisions set forth in the Assignment of Leases and Rents would apply.

Together with any and all other liens, privileges, security interests, rights, entitlements, equities, claims and demands as to which Assignor and/or Lender hereunder possesses or to which Assignor or Lender is otherwise entitled as additional security for the payment of the Note and other obligations described herein.

This Assignment of Assignment of Leases and Rents is made without recourse to or any representation or warranty, express or implied, by Assignor or Lender other than as may otherwise be agreed to in writing among Assignor, Lender and Assignee.

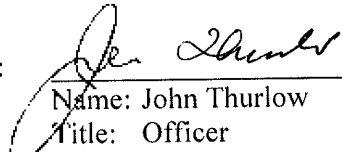
TO HAVE AND TO HOLD this Assignment of Leases and Rents unto Assignee and to the successors and assigns of Assignee forever.

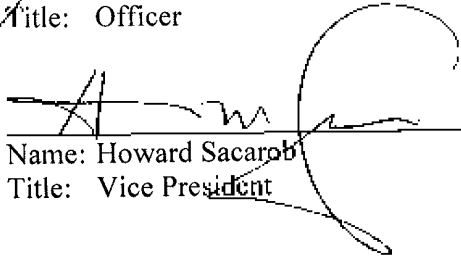
*[signature page follows]*

IN WITNESS WHEREOF, Assignor has caused this instrument to be executed as of this 27 day of July, 2018.

**ASSIGNOR:**

**ROYAL BANK OF CANADA,**  
as Administrative Agent

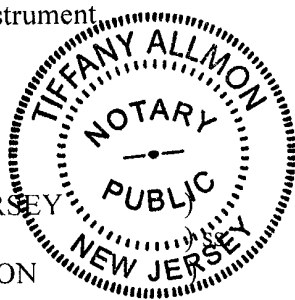
By:   
Name: John Thurlow  
Title: Officer

By:   
Name: Howard Sacarob  
Title: Vice President

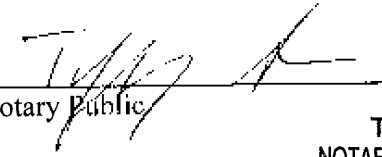
STATE OF NEW JERSEY            )  
  ) ss.  
COUNTY OF HUDSON            )

On the 27 day of July in the year 2018 before me, the undersigned, a Notary Public in and for said State, personally appeared John Thurlow, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

(Notarial Seal)

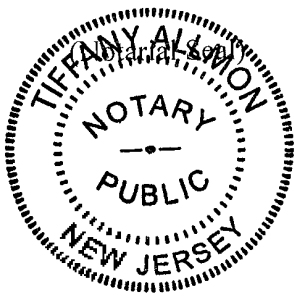


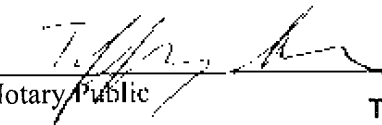
STATE OF NEW JERSEY  
COUNTY OF HUDSON

  
Notary Public

**TIFFANY ALLMON**  
NOTARY PUBLIC OF NEW JERSEY  
Comm. # 50045785  
My Commission Expires 9/23/2021

On the 27 day of July in the year 2018 before me, the undersigned, a Notary Public in and for said State, personally appeared Howard Sacarob, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



  
Notary Public

**TIFFANY ALLMON**  
NOTARY PUBLIC OF NEW JERSEY  
Comm. # 50045785  
My Commission Expires 9/23/2021

[Signature Page to Assignment of Assignment of Leases and Rents]

## **SCHEDULE I**

1. Assignment of Leases and Rents dated March 1, 2017 by Unico 205 East 200 South Center LLC and Unico 205 East 200 South Tower LLC, each a Delaware limited liability company, to Royal Bank of Canada, a Canadian chartered bank, as Agent for Royal Bank of Canada, as Lender, and filed for record with the Office of the County Recorder of Salt Lake County on March 1, 2017 as Document Number 12486593 (as the same has heretofore been amended, modified, restated, supplemented, assigned, renewed or extended).

**EXHIBIT A**

**LEGAL DESCRIPTION**

**TOWER LAND**

THE LAND REFERRED TO HEREIN IS SITUATED IN THE COUNTY OF SALT LAKE, STATE OF UTAH AND IS DESCRIBED AS FOLLOWS:

**PARCEL ONE:**

BEGINNING AT A POINT 7.5 RODS EAST FROM THE NORTHWEST CORNER OF LOT 5, BLOCK 55, PLAT "A", SALT LAKE CITY SURVEY; AND RUNNING THENCE EAST 5 RODS; THENCE SOUTH 10 RODS; THENCE WEST 5.5 RODS; THENCE NORTH 2 RODS; THENCE EAST 0.5 RODS; THENCE NORTH 8 RODS TO THE POINT OF BEGINNING.

**PARCEL TWO:**

BEGINNING AT A POINT 123.75 FEET WEST OF THE NORTHEAST CORNER OF LOT 5, BLOCK 55, PLAT "A", SALT LAKE CITY SURVEY, AND RUNNING THENCE SOUTH 60 FEET; THENCE EAST 30 FEET; THENCE NORTH 60 FEET; THENCE WEST 30 FEET TO THE PLACE OF BEGINNING.

**PARCEL THREE:**

BEGINNING AT A POINT 69.25 FEET WEST FROM THE NORTHEAST CORNER OF LOT 5, BLOCK 55, PLAT "A", SALT LAKE CITY SURVEY AND RUNNING THENCE SOUTH 165 FEET; THENCE WEST 54.5 FEET; THENCE NORTH 105 FEET; THENCE EAST 30 FEET; THENCE NORTH 60 FEET; THENCE EAST 24.5 FEET TO THE POINT OF BEGINNING.

**PARCEL FOUR:**

COMMENCING 48.75 FEET WEST FROM THE NORTHEAST CORNER OF LOT 5, BLOCK 55, PLAT "A", SALT LAKE CITY SURVEY, AND RUNNING THENCE WEST 17.5 FEET; THENCE SOUTH 70 FEET; THENCE EAST 17.5 FEET; THENCE NORTH 70 FEET TO THE POINT OF BEGINNING.

**PARCEL FIVE:**

COMMENCING AT A POINT 31 FEET 3 INCHES WEST OF THE NORTHEAST CORNER OF LOT 5, BLOCK 55, PLAT "A", SALT LAKE CITY SURVEY, AND RUNNING THENCE WEST 17 1/2 FEET; THENCE SOUTH 70 FEET; THENCE EAST 17 1/2 FEET; THENCE NORTH 70 FEET TO THE PLACE OF BEGINNING.

**PARCEL SIX:**

COMMENCING AT A POINT 10 FEET 9 INCHES WEST OF THE NORTHEAST CORNER OF LOT 5, BLOCK 55, PLAT "A", SALT LAKE CITY SURVEY, AND RUNNING THENCE WEST 20.5 FEET; THENCE SOUTH 70 FEET; THENCE WEST 35 FEET; THENCE NORTH 70 FEET; THENCE WEST 3 FEET; THENCE SOUTH 165 FEET; THENCE EAST 58.5 FEET; THENCE NORTH 165 FEET TO THE PLACE OF BEGINNING.

PARCEL SEVEN:

COMMENCING 10.75 FEET WEST OF THE NORTHEAST CORNER OF LOT 5, BLOCK 55, PLAT "A", SALT LAKE CITY SURVEY, AND RUNNING THENCE EAST 39.35 FEET; THENCE SOUTH 100 FEET; THENCE EAST 3 FEET; THENCE SOUTH 65 FEET; THENCE WEST 42.35 FEET; THENCE NORTH 10 RODS TO THE PLACE OF BEGINNING.

PARCEL EIGHT:

COMMENCING 10 RODS EAST AND 63.4 FEET SOUTH OF THE NORTHWEST CORNER OF LOT 6, BLOCK 55, PLAT "A", SALT LAKE CITY SURVEY AND RUNNING THENCE EAST 5 FEET; THENCE SOUTH 101.6 FEET; THENCE WEST 5 FEET; THENCE NORTH 101.6 FEET TO THE POINT OF COMMENCEMENT.

PARCEL NINE:

BEGINNING 120 FEET WEST FROM THE NORTHEAST CORNER OF LOT 6, BLOCK 55, PLAT "A", SALT LAKE CITY SURVEY AND RUNNING THENCE SOUTH 63.4 FEET; THENCE WEST 45 FEET; THENCE SOUTH 101.6 FEET; THENCE EAST 1 ROD; THENCE SOUTH 10 RODS; THENCE WEST 1 ROD; THENCE SOUTH 2 1/2 RODS; THENCE WEST 10 RODS; THENCE NORTH 12 1/2 RODS; THENCE EAST 31.6 FEET; THENCE NORTH 65 FEET; THENCE WEST 3 FEET; THENCE NORTH 100 FEET; THENCE EAST 181.4 FEET, MORE OR LESS TO THE POINT OF BEGINNING. EXCEPT FOR ANY PORTION OF THE ABOVE DESCRIBED LAND CONVEYED TO JAMES B. MASON, KEN M. WRIGHT, AND ALFRED J. NEWMAN, IN WARRANTY DEED RECORDED SEPTEMBER 2, 1982 IN BOOK 5406, PAGE 1459.

PARCEL TEN:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 7, BLOCK 55, PLAT "A", SALT LAKE CITY SURVEY; THENCE NORTH 39 FEET; THENCE WEST 9 RODS; THENCE SOUTH 39 FEET; THENCE EAST 9 RODS TO THE POINT OF BEGINNING.

**LOW RISE LAND**

THE LAND REFERRED TO HEREIN IS SITUATED IN THE COUNTY OF SALT LAKE, STATE OF UTAH AND IS DESCRIBED AS FOLLOWS:

PARCEL 1:

COMMENCING IN THE WEST LINE OF LOT 4, BLOCK 72, PLAT "A", SALT LAKE CITY SURVEY AT A POINT 120 FEET NORTH FROM THE SOUTHWEST CORNER OF SAID LOT 4, AND RUNNING THENCE NORTH ALONG SAID WEST LOT LINE 161.50 FEET; THENCE EAST 165 FEET TO THE EAST LINE OF SAID LOT 4; THENCE SOUTH ALONG SAID EAST LOT LINE 116.50 FEET; THENCE WEST 43 FEET; THENCE SOUTH 45 FEET; THENCE WEST 122 FEET TO THE POINT OF BEGINNING.

PARCEL 2:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 4, BLOCK 72, PLAT "A", SALT LAKE CITY SURVEY, AND RUNNING THENCE EAST 165 FEET TO THE EAST LINE OF SAID LOT 4; THENCE NORTH ALONG SAID EAST LOT LINE 165 FEET; THENCE WEST 43 FEET; THENCE SOUTH 45 FEET; THENCE WEST 122 FEET TO THE WEST LINE OF SAID LOT 4; THENCE SOUTH ALONG SAID WEST LOT LINE 120 FEET TO THE POINT OF BEGINNING.

PARCEL 3:

ALL OF LOT 3, BLOCK 72, PLAT "A", SALT LAKE CITY SURVEY.