

After recording return to:  
Fikso Kretschmer Smith Dixon Ormseth PS  
2025 1<sup>st</sup> Avenue, Suite 1130  
Seattle, Washington 98121-2100  
Attn: Stacy Clark or Tina Lieu

12856982  
9/26/2018 4:36:00 PM \$32.00  
Book - 10716 Pg - 4040-4049  
ADAM GARDINER  
Recorder, Salt Lake County, UT  
NORTH AMERICAN TITLE LLC  
BY: eCASH, DEPUTY - EF 10 P.

### MEMORANDUM OF MASTER PARKING AGREEMENT

THIS MEMORANDUM OF MASTER PARKING AGREEMENT (this “**Memorandum**”), is made effective as of September 26, 2018, by and among UPG CITY CENTRE BUILDING PROPERTY OWNER, LLC, a Delaware limited liability company (“**City Centre Building Owner**”), UPG CITY CENTRE PARKING PROPERTY OWNER, LLC, a Delaware limited liability company (“**City Centre Parking Lot Owner**”), WASATCH PLAZA HOLDINGS, LLC, a Utah limited liability company (“**Wells Fargo Owner**”), and WASATCH PLAZA HOLDINGS II, LLC, a Utah limited liability company (“**Washington Federal Owner**”). Wells Fargo Owner and Washington Federal Owner are sometimes together referred to in this Agreement as the “**Affiliated Offsite Parking Owners**”.

A. City Centre Building Owner is the owner of that certain real property located at 175 East 400 South, Salt Lake City, Utah, upon which is constructed a 10-story office building commonly known as City Centre I (the “**City Centre Property**”). The City Centre Property is situated on the real property legally described on Exhibit A attached hereto.

B. City Centre Parking Lot Owner is the owner of that certain real property located at 375 South State Street, Salt Lake City, Utah, upon which is situated a surface parking lot (the “**Parking Lot Property**”). The Parking Lot Property is situated on the real property legally described on Exhibit B attached hereto.

C. Wells Fargo Owner is the owner of that certain real property located at 299 South Main Street, Salt Lake City, Utah, upon which is constructed a 24-story office building and a 1499-stall parking structure commonly known as the Wells Fargo Center (collectively, the “**Wells Fargo Property**”). The Wells Fargo Property is situated on the real property legally described on Exhibit C attached hereto.

D. Washington Federal Owner is the owner of that certain real property located at 405 South Main Street, Salt Lake City, Utah, upon which is constructed a 12-story office building and a 571-stall parking structure commonly known as the Washington Federal Building (collectively, the “**Washington Federal Property**”). The Washington Federal Building is situated on the real property legally described on Exhibit D attached hereto.

1. Lease Agreement; Continued Provision of Certain Parking Rights. Wells Fargo Owner, Washington Federal Owner, City Centre Building Owner, City Centre Parking Lot Owner, City Centre Holdings, LLC, a Utah limited liability company (“**Previous Building Owner**”), City Centre

Development, LLC, a Utah limited liability company and 333 South State, LLC, a Utah limited liability company, have entered into that certain Master Parking Agreement of even date herewith (the "**Lease Agreement**"). The Lease Agreement provides for the Affiliated Offsite Parking Owners to provide certain parking rights in the Wells Fargo Property and the Washington Federal Property, as applicable, to the tenants of the City Centre Property, consistent with the terms of their leases at the City Centre Property, throughout the terms of the leases of those tenants, as those leases may be extended, and consistent with any other agreements between Previous Building Owner, and those tenants under which parking rights were granted.

2. Additional Offsite Parking Rights. In addition to the parking rights as set forth in Section 1 above, and subject to certain other terms outlined in the Lease Agreement, if, during a term commencing on the date of the Lease Agreement and continuing for a period of ten (10) years (the "**Term**"), City Centre Parking Lot Owner or another future owner of the Parking Lot Property redevelops the Parking Lot Property, the Affiliated Offsite Parking Owners shall grant the rights for tenants of the City Centre Property and any other parties with parking rights on the Parking Lot to use up to a total of 250 unreserved parking stalls in the Wells Fargo Property and/or the Washington Federal Building for a period not to exceed thirty-six (36) continuous months.

3. Purpose. This Memorandum is prepared for the purpose of providing record notice of the Lease Agreement, and it in no way modifies the provisions of the Lease Agreement. In the event of any inconsistency between the provisions of this Memorandum and the Lease Agreement, the provisions of the Lease Agreement shall prevail.

4. Miscellaneous. The parties have executed this Memorandum as of the date first set forth above on the dates and at the places indicated in their acknowledgments below.

*[Signature Pages to Follow.]*

DATED as of the date first above written.

**CITY CENTRE BUILDING OWNER:**

UPG CITY CENTRE BUILDING PROPERTY OWNER, LLC,  
a Delaware limited liability company

By: UPG Cascade II JV, LLC,  
a Delaware limited liability company,  
Sole Member

By: Unico Cascade II LLC,  
a Delaware limited liability company,  
Manager

By:   
Jonas Sylvester, Vice President

**CITY CENTRE PARKING LOT OWNER:**

UPG CITY CENTRE PARKING PROPERTY OWNER, LLC,  
a Delaware limited liability company

By: UPG Cascade II JV, LLC,  
a Delaware limited liability company,  
Sole Member

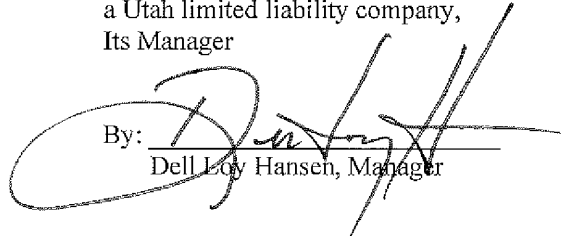
By: Unico Cascade II LLC,  
a Delaware limited liability company,  
Manager

By:   
Jonas Sylvester, Vice President

**WELLS FARGO OWNER:**

WASATCH PLAZA HOLDINGS, LLC,  
a Utah limited liability company

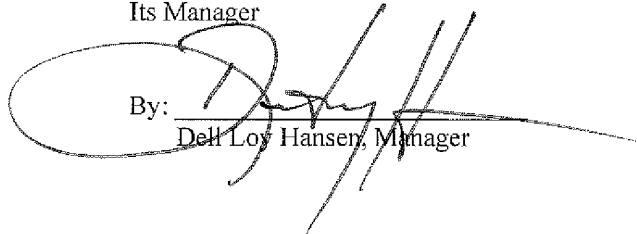
By: Tower Group Holdings, LLC,  
a Utah limited liability company,  
Its Manager

By:   
Dell Loy Hansen, Manager

**WASHINGTON FEDERAL OWNER:**

WASATCH PLAZA HOLDINGS II, LLC,  
a Utah limited liability company

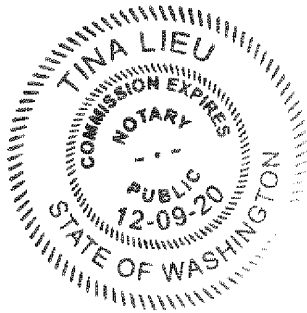
By: Tower Group Holdings, LLC,  
a Utah limited liability company,  
Its Manager


By:   
Dell Loy Hansen, Manager

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF KING )

I certify that I know or have satisfactory evidence that Jonas Sylvester is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the Vice President of Unico Cascade II LLC, a Delaware limited liability company, the Manager of UPG Cascade II JV, LLC, a Delaware limited liability company, the Sole Member of UPG CITY CENTRE BUILDING PROPERTY OWNER, LLC, a Delaware limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this 24<sup>th</sup> day of September, 2018.

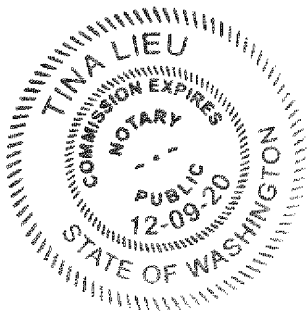



  
NOTARY PUBLIC in and for the State of  
Washington, residing at Tukwila  
Tina Lieu  
Name (printed or typed)  
My appointment expires: 12/9/2020

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF KING )

I certify that I know or have satisfactory evidence that Jonas Sylvester is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the Vice President of Unico Cascade II LLC, a Delaware limited liability company, the Manager of UPG Cascade II JV, LLC, a Delaware limited liability company, the Sole Member of UPG CITY CENTRE PARKING PROPERTY OWNER, LLC, a Delaware limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this 24<sup>th</sup> day of September, 2018.

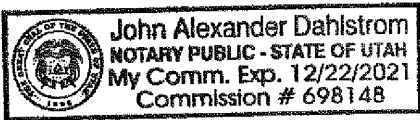


  
NOTARY PUBLIC in and for the State of  
Washington, residing at Tukwila  
Tina Lieu  
Name (printed or typed)  
My appointment expires: 12/9/2020

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

I certify that I know or have satisfactory evidence that Dell Loy Hausen is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the Manager of WASATCH PLAZA HOLDINGS, LLC, a Utah limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this 25<sup>th</sup> day of September, 2018

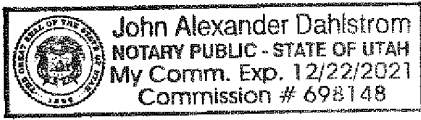


[Signature]  
John Dahistrom  
Name (printed or typed)  
NOTARY PUBLIC in and for the State of Utah,  
residing at Salt Lake County, UT  
My appointment expires: 12/22/2021

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

I certify that I know or have satisfactory evidence that Dell Loy Hausen is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the Manager of WASATCH PLAZA HOLDINGS II, LLC, a Utah limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this 25<sup>th</sup> day of September, 2018.



[Signature]  
John Dahistrom  
Name (printed or typed)  
NOTARY PUBLIC in and for the State of Utah,  
residing at Salt Lake County, UT  
My appointment expires: 12/22/2021

**EXHIBIT A  
TO  
MEMORANDUM OF MASTER PARKING AGREEMENT**

**Legal Description of City Centre Property**

A tract of land lying in Lots 1 and 8 of Block 53 of Plat "A" of the Salt Lake City Survey, Salt Lake County, Utah, described as follows:

Beginning at the Southeast Corner of said Block 53; thence along the South boundary of said Block 53; South 89°58'05" West 312.50 feet; thence North 00°01'55" West 286.33 feet; thence North 89°58'05" East 104.24 feet; thence South 00°01'55" East 85.92 feet; thence North 89°58'05" East 111.83 feet; thence South 00°01'55" East 59.17 feet; thence North 89°58'05" East 96.39 feet to the East boundary of said Block 53; thence along said East boundary South 00°02'27" East 141.25 feet to the point of beginning.

Said property is also known by the street address of:

175 East 400 South, Salt Lake City, Utah

**EXHIBIT B  
TO  
MEMORANDUM OF MASTER PARKING AGREEMENT**

**Legal Description of Parking Lot Property**

Real property in the City of Salt Lake City, County of Salt Lake, State of Utah, described as follow:

Commencing at the Southwest Corner of Lot 2, Block 53, Plat "A", Salt Lake City Survey, and running thence North 89°57'29" East 347.83 feet; thence North 0°01'55" West 430.19 feet; thence South 89°57'26" West 182.71 feet; thence North 0°02'16" West 65.03 feet; thence South 89°57'25" West 165.08 feet to the West line of Block 53; thence South 0°02'14" East along said West line 495.21 feet to the point of beginning.

Less and Excepting therefrom a parcel conveyed to Utah Transit Authority by Quit Claim Deed recorded February 28, 2001 as Entry No. 7831877 in Book 8429 at Page 951 of Official Records, described as follows:

Beginning at the Southwest Corner of Lot 2, Block 53, Plat "A", Salt Lake City Survey and running thence North 00°01'43" West along the West line of said Block 53, 11.80 feet; thence Southeasterly along the arc of a curve with a 21.38 foot radius through a central angle of 58°48'16", 21.94 feet with a chord bearing South 57°58'37" East 20.99 feet; thence North 89°57'40" East 198.21 feet; thence South 78°43'33" East 3.36 feet to the South line of said Block 53; thence South 89°57'40" West 219.30 feet along said South line to the point of beginning.

Basis of bearing is Salt Lake City Monuments on 400 South at State Street and 200 East Street.



**EXHIBIT C  
TO  
MEMORANDUM OF MASTER PARKING AGREEMENT**

**Legal Description of Wells Fargo Property**

BEGINNING at the southwest corner of Block 57, Plat "A", Salt Lake City Survey, said point being North 0° 00' 32" West 64.51 feet parallel to the Block Monument Line and North 89° 59' 08" East 67.10 feet parallel to the Block Monument Line from the Salt Lake City Block Monument in the intersection of Main Street and 300 South Street, and running thence North 0° 09' 09" East 326.84 feet along the westerly lines of Lot 2 and Lot 3 of said Block 57; thence North 89° 59' 26" East 149.83 feet; thence South 0° 00' 33" East 57.93 feet; thence South 89° 57' 13" East 365.32 feet; thence South 0° 08' 14" West 270.05 feet to the South line of Lot 1 of said Block 57; thence along the South line of Lots 1 and 2 of said Block 57, North 89° 50' 34" West 515.38 feet to the point of BEGINNING.

**EXHIBIT D  
TO  
MEMORANDUM OF MASTER PARKING AGREEMENT**

**Legal Description of Washington Federal Building Property**

Beginning at the Southeast corner of the intersection of 400 South and Main Streets, said point being the Northwest corner of Lot 5, Block 39, Plat "A," Salt Lake City Survey and running thence North 89°57'47" East along the South right of way line of 400 South Street, 330.00 feet, thence South 0°01'57" East 247.50 feet; thence South 89°57'47" West 165.00 feet; thence South 0°01'57" East 2.00 feet; thence South 89°57'47" West 165.00 feet to the East right of way line of Main Street; thence North 0°01'57" West along said East line 249.50 feet to the point of beginning.