

Recording Requested by,  
and After Recording, Return to:

Carl Barton  
Holland & Hart LLP  
222 South Main Street, Suite 2200  
Salt Lake City, Utah 84111

CT-108821-CAF  
TIN 15-01-220-007

(Space Above this Line for Recorder's Use Only)

### MEMORANDUM OF ROOM BLOCK AGREEMENT

THIS MEMORANDUM OF ROOM BLOCK AGREEMENT (this "*Memorandum*"), dated as of December 30<sup>th</sup>, 2019 (the "*Effective Date*"), is entered into by and between SALT LAKE COUNTY, a body corporate and politic of the State of Utah ("*County*"), and SALT LAKE CITY CH, LLC, a Delaware limited liability company ("*Owner*").

A. The County and the Owner have entered into that certain Development and Funding Agreement, effective January 29, 2019 (the "*Development Agreement*"), with respect to the development, construction, and operation of a full-service convention center hotel adjacent to the County's existing Convention Center.

B. As contemplated under the Development Agreement, the County and Owner have entered into that certain Room Block Agreement of even date herewith (the "*Agreement*"), which by its terms creates certain restrictive covenants that run with that certain improved real property as more particularly described on Exhibit A attached hereto and incorporated herein by this reference (the "*Hotel Site*"). Capitalized terms not defined herein have the meaning set forth in the Agreement.

C. County and Owner have executed and acknowledged this Memorandum for the purpose of providing constructive notice of the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, County and Owner provide record notice of the following:

1. The terms, conditions and covenants of the Agreement are set forth at length in the Agreement and are incorporated herein by reference as though fully set forth herein. The provisions of the Agreement establish and constitute restrictive covenants running with the Hotel Site, binding upon each owner thereof, and any and all operators or managers of the improvements thereon and each and every other person or entity claiming or holding any interest in the Hotel Site, shall inure to the benefit of County, and shall apply to any hotel now or hereafter located on the Hotel Site, or any portion thereof.

2. The Term of the Agreement shall continue from the Effective Date until the earlier to occur of the following:

a. the date upon which the Convention Center is no longer operated by the County in accordance with the Convention Center Operating Covenant, as defined in the Development Agreement, and is no longer designated or operated by the County as the County's principal convention center, subject to the notice and cure rights permitted herein and the Development Agreement;

b. the date upon which the Convention Center is no longer operated and maintained consistent in all material respects with the Standard of Operation; or

c. the termination of the Agreement pursuant to Section 9.10 of the Development Agreement or the Declaration, as applicable.

3. This Memorandum shall not supersede, modify, amend or otherwise change the terms, conditions or covenants of the Agreement, and County and Owner executed and are recording this Memorandum for the purpose of providing constructive notice of the Agreement.

4. This Memorandum may be executed in two or more counterparts, each of which will be deemed an original, but all of which together shall constitute one and the same instrument.

*[Signatures appear on following pages.]*

COUNTY:

SALT LAKE COUNTY,  
a body corporate and politic of the State of Utah

By: Erin Sitvaite  
Mayor Jennifer Wilson or Designee

Approved as to Form and Legality:

R. Clifton Trenton  
Deputy District Attorney

STATE OF UTAH                    )  
  :SS  
COUNTY OF SALT LAKE    )

On this 20 day of December, 2019, personally appeared before me  
Erin Sitvaite, who being duly sworn, did say that (s)he is the  
Deputy Mayor of Salt Lake County, Office of Mayor, and that the foregoing instrument  
was signed on behalf of Salt Lake County, by authority of law.

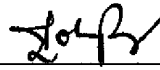


Michelle M Hicks  
NOTARY PUBLIC  
Residing in Salt Lake County, Utah

IN WITNESS WHEREOF, Owner and County have caused this Memorandum to be duly executed by their lawfully authorized representatives effective as of the Effective Date.

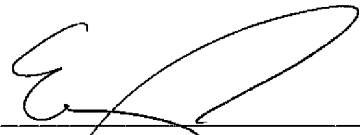
**OWNER:**

SALT LAKE CITY CH, LLC,  
a Delaware limited liability company

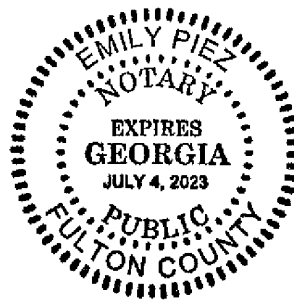
By:   
Name: John Portman IV  
Its: Authorized Signatory

STATE OF Georgia )  
  ) :ss  
COUNTY OF Fulton )

The foregoing instrument was acknowledged before me on December 16, 2019, by John Portman IV as Authorized Signatory of Salt Lake City CH, LLC, a Delaware limited liability company.

  
NOTARY PUBLIC  
Residing at: Atlanta, Georgia

My Commission Expires:  
07-04-2023



**EXHIBIT A  
TO  
MEMORANDUM OF ROOM BLOCK AGREEMENT**

**Description of the Hotel Site**

A parcel of land being part of Block 68, Plat "A," Salt Lake City Survey located in the Northeast quarter of Section 1, Township 1 South, Range 1 West of the Salt Lake Base and Meridian. The boundary of said parcel of land is described as follows:

Beginning at the Southeast corner of said Block 68, which point is 63.98 feet South 89°56'38" West and 64.43 feet North 00°02'52" West from the city monument located at the intersection of 200 South and West Temple Streets; thence South 89°56'38" West (record = South 89°58'16" West) 220.00 feet along the South line of said Block 68; thence North 00°02'46" West 325.11 feet; thence North 89°57'14" East 220.00 feet to the East line of said Block 68; thence South 00°02'46" East (record = South 00°00'59" East) 325.07 feet along said East line to the point of beginning.

Contains 71,520 square feet in area or 1.642 acres more or less.

Tax Parcel No.: 15-01-226-007

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*Exhibit A to Memorandum of Room Block Agreement*