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12/30/2019 12:35:00 PM \$40.00  
Book - 10879 Pg - 1388-1392  
RASHELLE HOBBS  
Recorder, Salt Lake County, UT  
COTTONWOOD TITLE  
BY: eCASH, DEPUTY - EF 5 P.

**When Recorded Return To:**

Jacob Carlton  
Gilmore & Bell, P.C.  
15 West South Temple, Suite 1450  
Salt Lake City, UT 84101

CT-108821-CAF  
TIN 15-01-226-007

**MEMORANDUM OF C-PACE FINANCING AGREEMENT  
(Salt Lake City Convention Center Hotel)**

**THIS MEMORANDUM OF C-PACE FINANCING AGREEMENT** (the “Memorandum”) is made and entered into as of December 30, 2019, by and among **SALT LAKE CITY CH, LLC**, a Delaware limited liability company (“**Borrower**”), and **SLC CP 2019, L.L.C.**, a Delaware limited liability company (“**Third-Party Lender**” and together with the Borrower, the “**Parties**”).

**RECITALS**

**WHEREAS**, pursuant to the Commercial Property Assessment Clean Energy Act, Title 11 Chapter 42a, Utah Code Annotated 1953, as amended (the “**C-PACE Act**” or the “**Act**”), the executive or administrator of Salt Lake City, Utah (the “**City**”) may authorize the designation of an energy assessment area and the levying of an assessment within such energy assessment area to facilitate the financing of the costs of acquiring, constructing and installing certain energy efficiency upgrades and/or renewable energy systems and related improvements to be owned by one or more property owners and assign to a third-party lender the City’s rights in its energy assessment lien.

**WHEREAS**, as of the date herein, Borrower will own all that certain real property together with all improvements, buildings and other structures thereon and appurtenant thereto, located within the jurisdiction of the City at 170 S West Temple in Salt Lake City, Utah and more fully described in **Exhibit A** (the “**Property**”). In accordance with the Act, Borrower is constructing improvements upon or renovating the Property to increase energy or water usage efficiency, or is installing a renewable energy system or other eligible improvements to service the Property (the “**Project**”), which Project shall be permanently affixed to the Property.

**WHEREAS**, Pursuant to the Act, third-party lenders may provide financing to property owners participating in an assessment area to finance, the costs of eligible improvements under the Act. Accordingly, Borrower and Third Party Lender have entered into that certain C-PACE Financing Agreement (the “**Agreement**”), dated as of the date hereof, wherein Third-Party Lender agrees to provide to Borrower a loan of funds to finance the Project (the “**Loan**”).

**WHEREAS**, the Parties individually and collectively wish to record this Memorandum in order to memorialize the Agreement and to provide constructive notice to the public of the existence and material terms of the Agreement.

## TERMS

**NOW, THEREFORE**, in consideration of the foregoing recitals, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby memorialize the Agreement as follows:

**1. Notice of Agreement.** All members of the general public are hereby placed on notice of inquiry as to the specific provisions of the Agreement, all of which provisions are incorporated herein by reference with the same force and effect as if herein set forth in full.

**2. Terms of Agreement.** The Agreement and this Memorandum shall run with the land and be binding on the Borrower and each subsequent owner of the Property until such time as the Loan and all of its terms and conditions have been satisfied. The specific terms of the Agreement are set forth in the Agreement, to which reference is made for further information. This Memorandum describes only selected provisions of the Agreement, and reference is made to the full text of the Agreement for the full terms and conditions thereof.

**3. Miscellaneous.** Caption headings are inserted herein only as a matter of convenience and reference and in no way serve to define, limit, or describe the scope or intent of, or in any way affect, the Agreement or this Memorandum. In the event of conflict between the terms and provisions of this Memorandum and the terms and provisions of the Agreement, the terms and provisions of the Agreement shall control.

**4. Execution.** This Notice may be executed and acknowledged in counterparts, and each such counterpart shall, when executed and acknowledged, be deemed to be an original and all of which counterparts shall be deemed to be one and the same instrument.

*(Signatures and Notary Acknowledgments on Following Pages)*

IN WITNESS WHEREOF, the Parties have executed this Memorandum as of the date first written.

**BORROWER:**

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

By: Ambrish K. Baisiwala  
Name: Ambrish K. Baisiwala  
Title: Authorized Signatory

STATE OF Georgia )  
COUNTY OF DeKalb ) ss:

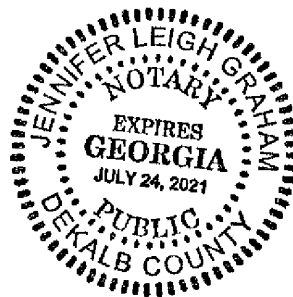
On the 16 day of December, 2019, personally appeared before me Ambrish K. Baisiwala who being duly sworn did say that he/she is the CEO of Salt Lake City CH, LLC, a Delaware limited liability company, and said person acknowledged to me that said company executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this Certificate first above written.

(Seal)

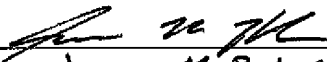
Jennifer Leigh Graham  
(Notary Public)

My commission expires July 24, 2021



**THIRD-PARTY LENDER:**

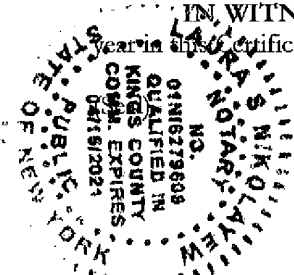
SLC CP 2019, L.L.C., a Delaware limited liability company

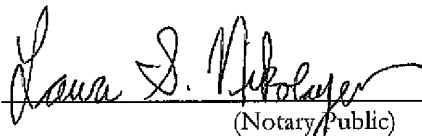
By:   
Name: James M Baker  
Title: Officer

STATE OF New York )  
COUNTY OF New York ) ss:

On the 17 day of December, 2019 personally appeared before me James Baker, who being duly sworn did say that he/she is the officer of SLC CP 2019, L.L.C., a Delaware limited liability company, and said person acknowledged to me that said company executed the same.

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)

My commission expires 4-15, 2021.

LAURA S NIKOLAYEW  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 01N16279609  
Qualified in Kings County  
My Commission Expires 04-15-2021

Exhibit A

Legal Description

Tax ID Number: 15-01-226-007

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.