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RASHELLE HOBBS
Recorder, Salt Lake County, UT
FIRST AMERICAN NCS
BY: eCASH, DEPUTY - EF 8 P.

When recorded, return to:
Greenberg Traurig, LLP
Attn: Michael Seiden, Esq.
1840 Century Park East
Suite 1900
Los Angeles, California 90067

Affecting Tax Parcel 16-06-402-021-0000

ASSIGNMENT AND ASSUMPTION OF GROUND LEASE

THIS ASSIGNMENT AND ASSUMPTION OF GROUND LEASE (“Assignment”) is made this 16 day of September, 2021 (the “Effective Date”), by and between WADSWORTH 4th & 4th, LLC, a Utah limited liability company (“Assignor”), and WSRE CP QUATTRO INVESTORS, L.L.C., a Delaware limited liability company (“Assignee”). Assignor and Assignee may be referred to herein as a “Party” or “Parties”, as the case may be.

RECITALS

A. Assignor is the “Tenant” under that certain Ground Lease Agreement, dated effective as of September 29, 2017 (the “Original Ground Lease”), originally entered in to between Seller and Robert K. Friedman and E.J. Passey, Co-Trustees of The Marian K. Miller Living Family Trust U/A/D 10/10/88 (“Master Landlord”). The Original Ground Lease was amended by that certain First Amendment to Ground Lease Agreement, dated December 31, 2017 (the “First Amendment”), and a Second Amendment to Ground Lease Agreement, dated August 2, 2018 (the “Second Amendment”). The Original Ground Lease, the First Amendment and the Second Amendment are collectively referred to herein as the “Lease.” The Lease covers that certain real property more particularly described in the Lease (the “Premises”) and on Exhibit A attached hereto.

B. The Lease permits the Tenant to assign its interest in the Lease subject to prior approval by Master Landlord, which approval has been obtained pursuant to that certain Landlord’s Consent to Encumber, Estoppel Certificate, and Nondisturbance Agreement, dated as of the date hereof by and among Master Landlord and Assignee’s lender.

C. The parties desire to enter into this Assignment to assign Assignor’s rights, title and interest in the Lease to Assignee.

D. This Assignment is made and entered into pursuant to that certain Agreement for Purchase and Sale of Leasehold Interest and Escrow Instructions (the “PSA”) by and between Assignor (as Seller) and Assignee herein (as Buyer) dated July 26, 2021.

FIRST AMERICAN TITLE
NCS 1000726

AGREEMENT

NOW, THEREFORE, in consideration of the recitals above and the mutual covenants and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties do hereby agree as follows:

1. Assignment. Assignor hereby grants, conveys, assigns and transfers to Assignee, its successors and assigns, all of Assignor's right, title and interest, as Tenant or otherwise, in and to the Lease for the remaining term and all extensions thereof, together with any and all rights and appurtenances thereto in any way belonging to Assignor, its successors and assigns. The Lease is assigned to Assignee subject to all of the terms and conditions thereof. Assignor warrants that the Lease is in full force and effect and Assignor is not in default thereunder.

2. Assumption. Assignee hereby assumes the Lease and all of Assignor's obligations under the same to the extent arising on or after the Effective Date and agrees to be bound by the terms and conditions of the Lease.

3. Indemnification by Assignor. Assignor shall indemnify and hold Assignee harmless from and against any and all claims, costs, demands, losses, damages, liabilities, lawsuits, actions and other proceedings in law or in equity or otherwise, judgments, awards and expenses of very kind and nature whatsoever, including without limitation, attorneys' fees, arising out of or relating to, directly or indirectly, in whole or in part, the Lease occurring prior to the Closing Date (as "Closing Date" is defined in the PSA).

4. Indemnification by Assignee. Assignee shall indemnify and hold Assignor harmless from and against any and all claims, costs, demands, losses, damages, liabilities, lawsuits, actions and other proceedings in law or in equity or otherwise, judgments, awards and expenses of very kind and nature whatsoever, including without limitation, attorneys' fees, arising out of or relating to, directly or indirectly, in whole or in part, the Lease occurring from and after the Closing Date.

5. No Lease Modifications. Assignor represents and warrants that except as disclosed to Assignee, the Lease has not been modified, altered or amended and that other than as disclosed herein.

6. Assignor's Warranties. Assignor represents and warrants that, as of the Closing Date: (a) Assignor is the Tenant under the Lease and, subject to the terms of the Lease, has the right and authority to assign the Lease; and (b) to the best of Assignor's knowledge, there are no existing defaults on the part of the Tenant under the Lease, nor are there any existing conditions which, with the passage of time or the giving of notice, would mature into a default on the part of the Tenant.

7. Incorporation of Recitals and Exhibits. The recitals to this Assignment and the exhibit attached hereto are incorporated herein by this reference as if set forth in their entirety.

8. Additional Acts. Assignor and Assignee each agrees to execute such other documents and perform such other acts as may be necessary or desirable to effectuate this Assignment.

9. Non-Waiver. Except as expressly provided for herein, Assignor and Assignee each hereby agree that nothing contained in this Assignment shall be deemed or construed to waive or to modify the terms of the Lease. Assignor and Assignee do hereby further agree that this Assignment shall be limited to the instance stated herein and shall not constitute a release, waiver, or consent to any other assignment or to any further transfer of interest or further subletting.

10. Successors and Assigns. The terms and provisions hereof shall be binding upon and inure to the benefit of Assignor and Assignee, and the heirs, executors, representatives, administrators, successors and assigns of Assignor and Assignee.

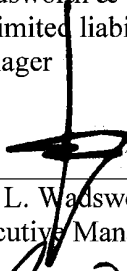
[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the Parties hereto have caused this Assignment to be signed effective the 16 day of September, 2021.

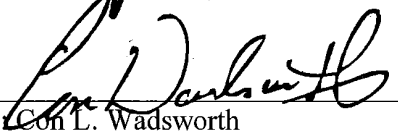
ASSIGNOR:

Wadsworth 4th & 4th, LLC,
a Utah limited liability company

By: Wadsworth & Sons, LLC,
a Utah limited liability company
Its: Manager



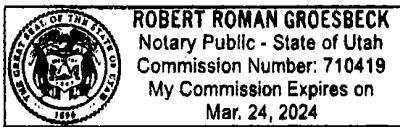
By: Kip L. Wadsworth
Its: Executive Manager

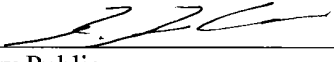


By: Con L. Wadsworth
Its: Operations Manager

STATE OF UTAH)
)ss:
County of Salt Lake)

On this 14th day of September, 2021, before me, the undersigned Notary Public, personally appeared Kip L. Wadsworth personally known to me (or 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 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.

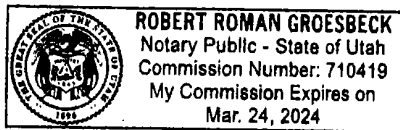


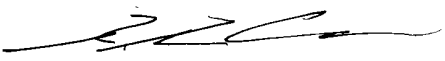


Notary Public

STATE OF UTAH)
)ss:
County of Salt Lake)

On this 14th day of September, 2021, before me, the undersigned Notary Public, personally appeared Con L. Wadsworth personally known to me (or 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 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.





Notary Public

ASSIGNEE:

WSRE CP QUATTRO INVESTORS, L.L.C.,
a Delaware limited liability company

By: WSRE CP Quattro Holdings, L.L.C.,
a Delaware limited liability company,
its Sole Member

By: WSRE Core-Plus REIT Holdings, L.L.C.,
a Delaware limited liability company,
its Manager

By: WSRE Core-Plus REIT, L.L.C.,
a Delaware limited liability company,
its Sole Member

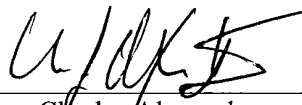
By: WSRE Core-Plus Holdings, L.P.,
a Delaware limited partnership,
its Manager

By: WSRE Core-Plus Holdings GP, L.L.C.,
a Delaware limited liability company,
its General Partner

By: Walton Street Real Estate Core-Plus Fund, L.P.,
a Delaware limited partnership,
its Sole Member

By: Walton Street Core-Plus Managers, L.P.,
a Delaware limited partnership,
its General Partner

By: WSC Core-Plus Managers GP,
L.L.C.,
a Delaware limited liability
company,
its General Partner

By: 
Name: Charles Alexander
Title: Vice President

STATE OF Illinois


)

)ss:

County of COOK

)

On this 13 day of September, 2021, before me, the undersigned Notary Public, personally appeared Charles Alexander personally known to me (or 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 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.



Notary Public



Exhibit A

PART OF THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN; U.S. SURVEY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 4, BLOCK 37, PLAT B, SALT LAKE CITY SURVEY ON THE NORTHERLY RIGHT-OF-WAY LINE OF 400 SOUTH STREET, SAID POINT ALSO BEING ON THE EASTERLY RIGHT-OF-WAY LINE OF 400 EAST STREET, WHICH LIES NORTH 89°57'51" EAST ALONG THE MONUMENT LINE IN 400 SOUTH STREET, 67.57 FEET AND NORTH 00°02'09" WEST 66.59 FEET FROM A MONUMENT LINE THENCE NORTH 00°01'51" WEST ALONG THE EASTERLY RIGHT-OF-WAY LINE OF 400 EAST STREET 173.25 FEET; THENCE NORTH 89°58'09" EAST 167.13 FEET; THENCE SOUTH 62.75 FEET; THENCE WEST 38.44 FEET; THENCE SOUTH 110.52 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF 400 SOUTH STREET; THENCE SOUTH 89°58'07" WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE 128.60 FEET TO THE POINT OF BEGINNING.

A.P.N. 16-06-402-021-0000