

WHEN RECORDED MAIL TO:

Zions Bancorporation, National Association
170 South Main Street, Suite 200
Salt Lake City, Utah 84101
Attention: Global Corporate Trust Services

10692D-GTF

Project Name: Spark!

08-34-476-017

14058044 B: 11393 P: 8302 Total Pages: 5
12/30/2022 12:28 PM By: mpalmer Fees: \$40.00
Rashelle Hobbs, Recorder, Salt Lake County, Utah
Return To: COTTONWOOD TITLE INSURANCE AGENCY, INC.
1996 EAST 6400 SOUTH SUITE 120SALT LAKE CITY, UT 84121

ASSIGNMENT OF DEED OF TRUST AND RELATED LOAN DOCUMENTS

THIS ASSIGNMENT OF DEED OF TRUST AND RELATED DOCUMENTS (this "Assignment"), made as of December 30, 2022, by **UTAH HOUSING CORPORATION**, a Utah public corporation (together with its successors and assigns, the "Assignor"), in favor of **ZIONS BANCORPORATION, NATIONAL ASSOCIATION**, a national banking association (the "Assignee"), as Fiscal Agent under that certain Funding Loan Agreement made and entered into as of December 1, 2022, by and among Goldman Sachs Bank USA, a New York State chartered bank, in its capacity as Initial Funding Lender (the "Initial Funding Lender"), the Assignor, in its capacity as Governmental Lender, and the Assignee, in its capacity as Fiscal Agent (the "Funding Loan Agreement").

WITNESSETH:

FOR VALUE RECEIVED, the adequacy of which is hereby acknowledged, Assignor does hereby assign, transfer, and convey unto Assignee, without recourse or warranty, all right, title, and interest of Assignor in and to, arising under, or relating to, (i) that certain Construction Deed of Trust, With Absolute Assignment of Leases and Rents, Security Agreement and Fixture Filing (as amended, modified or supplemented from time to time, the "Security Instrument") respecting certain real property located in the State of Utah as more fully described in Exhibit A attached hereto and made a part hereof (the "Property") made as of the date hereof, by 1500 Temple 4, LLC, a Utah limited liability company (together with its permitted successors and assigns, the "Borrower"), to the Assignor, which Security Instrument is intended to be recorded in the land records of Salt Lake County, Utah immediately preceding this assignment; and (ii) the Borrower Loan Documents with the exception of Unassigned Rights (both as defined in the Funding Loan Agreement).

AND by FURTHERANCE of the foregoing assignment, Assignor hereby represents, and warrants to Assignee as follows:

1. Assignor has agreed to lend to Borrower up to \$45,600,000 (the "Borrower Loan") from the proceeds of a Funding Loan (as defined in the Funding Loan Agreement) made by the Initial Funding Lender to the Assignor in accordance with the terms and conditions of the Funding Loan Agreement, and to evidence and secure the Borrower's obligation to repay the Borrower Loan amounts, Borrower has executed and delivered a promissory note, dated as of the date hereof, in the stated principal amount of \$45,600,000 (as amended, modified or supplemented from time to time, the "Borrower Note"), which Borrower Note is secured by the Security Instrument (the Funding Loan Agreement, the Borrower Note, the Security Instrument

and the related documents so identified in the Funding Loan Agreement are sometimes hereinafter referred to collectively as the “**Loan Documents**”).

2. Assignor is the sole beneficiary of the Security Instrument and the sole owner and holder of the Borrower Note and the other Loan Documents, free and clear of any lien, encumbrance, or other interest, and has full power and authority to assign, transfer, and convey the Security Instrument and the other Loan Documents to Assignee as contemplated in this Assignment.

3. Assignor hereby covenants and agrees to execute such endorsements and such further documents and assurances as may be reasonably necessary to effect the purposes of this Assignment, all as Assignee may reasonably request from time to time.

4. Assignor acknowledges that Assignee requires and is relying upon the representations, warranties, and covenants contained in this Assignment as a condition to accepting this assignment of the Loan Documents. Except as expressly set forth in this Assignment or in the Loan Documents, Assignor makes no other representations or warranties with respect to the Loan Documents. This Assignment shall survive the consummation of the assignment contemplated herein and the delivery of the Loan Documents to Assignee.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed and delivered as of the day and year first above written.

ASSIGNOR:

UTAH HOUSING CORPORATION

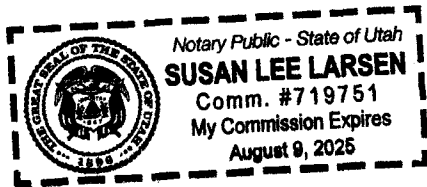
By: 
Name: David C. Damschen
Title: President

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

On this 5th day of December, 2022, before me, the undersigned Notary Public, personally appeared David C. Damschen, who acknowledged himself to be the President of Utah Housing Corporation and that he is an officer authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of Utah Housing Corporation by himself as such officer.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

(Seal)




Notary Public

Assignee accepts the foregoing Assignment subject to all of the terms and conditions set forth above.

ASSIGNEE:

ZIONS BANCORPORATION, NATIONAL ASSOCIATION,
as Fiscal Agent

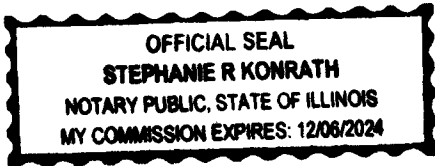
By: 
Name: Robert Cafarelli
Title: Authorized Signer

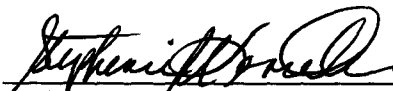
STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

On this 19th day of December, 2022, before me, the undersigned Notary Public, personally appeared Robert Cafarelli, who acknowledged himself to be the Authorized Signer of Zions Bancorporation, National Association, and that he is an authorized signer authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of Zions Bancorporation, National Association by himself as such authorized signer.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

(Seal)





24 P 12/06/2024 Notary Public

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

Land being situated in Salt Lake County, State of Utah, described as:

Beginning at the intersection on the West line of 1460 West Street and the North line of North Temple Street, said point being South 89°58'38" West 11.50 feet from the Southeast corner of Lot 1, Block 1, AGRICULTURAL PARK PLAT "B", as recorded and on file in the Salt Lake County Recorder's office, said point of beginning also being North 00°01'56" West 66.00 feet along the monument line in 1460 West Street and South 89°58'38" West 28.00 feet from an existing Salt Lake City Survey monument in the intersection of 1460 West Street and North Temple Street, the basis of bearing for the survey being North 00°01'56" West between the said monument in 1460 West Street and North Temple Street and a P.I. monument in 1460 West Street to the North and running thence South 89°58'38" West 264.32 (263.50 deed) feet along the North line of North Temple Street to the East line of Cornell Street; thence North 00°01'56" West 343.44 feet along the East line of Cornell Street; thence North 89°58'38" East 264.32 (263.50 deed) feet to the West line of 1460 West Street; thence South 00°01'56" East 343.44 feet along the West line of 1460 West Street to the point of beginning.

LESS AND EXCEPTING THEREFROM the following:

Two (2) parcels of land conveyed to the Utah Transit Authority in that certain Warranty Deed recorded June 4, 2010 as Entry No. 1096436 in Book 9830 at Page 8228 of official records, being part of an entire tract of property, situate in the Southeast quarter of the Southeast quarter of Section 34, Township 1 North, Range 1 West, Salt Lake Base and Meridian, incident to the construction of the "Airport Light Rail Transit Project", a Utah Transit Authority project, known as "ALRT", and described as follows:

Beginning at the intersection of the Northerly right of way line of North Temple Street and the Westerly right of way line of 1460 West Street, which point is 11.50 feet South 89°58'38" West from the Southeast corner of Lot 1, Block 1, of the Agricultural Park Plat 'B' Subdivision and running thence South 89°58'38" West 87.75 feet along the Southerly boundary line of said entire tract and the Northerly right of way line of North Temple Street; thence North 87°05'57" East 49.82 feet; thence North 10.15 feet; thence East 37.98 feet; thence South 00°01'56" East 12.64 feet along the Easterly boundary line of said entire tract and the Westerly right of way line of 1460 West Street to the point of beginning.

and

Beginning at the intersection of the Northerly right of way line of North Temple Street and the Easterly right of way line of Cornell Street, said point being the Southwest corner of Lot 11, Block 1, of the Agricultural Park Plat B Subdivision and running thence North 00°01'56" West 4.88 feet along the Westerly boundary line of said entire tract; thence South 49°32'39" East 7.51 feet; thence South 89°58'38" West 5.71 feet along the Southerly boundary line of said entire tract and the Northerly right of way line of North Temple Street to the point of beginning.

For Reference Purposes Only: Parcel Identification Number: 08-34-476-017