

UW - 6028

ASSIGNMENT AND ASSUMPTION OF LEASES

That **900 PARK PLAZA, LLC**, a Utah limited liability company ("**Assignor**"), for and in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration to Assignor in hand paid, the receipt and legal sufficiency of which are hereby acknowledged, hereby transfers, assigns and sets over unto **NB PARK PLAZA PROVO, LLC**, a Delaware limited liability company ("**Assignee**"), all of the right, title and interest of Assignor in and to the Tenant Leases (herein so called) affecting the real property described on Exhibit A attached hereto and made a part hereof for all purposes, which Tenant Leases are described on Exhibit B hereto, together with, to the extent any exist, all security deposits and prepaid rents thereunder, and all letters of credit and guaranties securing or otherwise issued with respect to any such Tenant Leases.

TO HAVE AND TO HOLD the Leases, together with any and all of the rights and appurtenances thereto in anywise belonging to Assignor, unto Assignee and Assignee's successors and assigns forever, and Assignor does hereby bind Assignor and Assignor's legal representatives, successors and assigns, to WARRANT AND FOREVER DEFEND all and singular the Tenant Leases unto Assignee and Assignee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Assignor.

In consideration of the foregoing assignment, Assignee hereby assumes, and agrees to perform all of the obligations of Assignor under the Leases which arise from and after the date hereof, and agrees to indemnify, defend and hold Assignor harmless from all liabilities, damages, actions, causes of action, losses, costs and expenses arising out of or in connection with the Leases to the extent the same arises from and after the date hereof. Assignor hereby agrees to indemnify, defend and hold Assignee harmless from all liabilities, damages, actions, causes of action, losses, costs and expenses arising out of or in connection with the Leases to the extent the same arises on or prior to the date hereof, including without limitation any obligation for the payment of any deferred leasing commissions payable after, but arising prior to, the date of this Assignment with respect to any Lease or any unpaid tenant improvement allowance under any Lease which was not credited to Assignee at the closing of the purchase and sale contemplated herein.

EXECUTED effective as of this 5th day of May, 2016.

ASSIGNOR:

900 PARK PLAZA, LLC, a Utah limited liability company

By: [Signature]
Name: R. Duff Thompson
Title: Manager

ASSIGNEE:

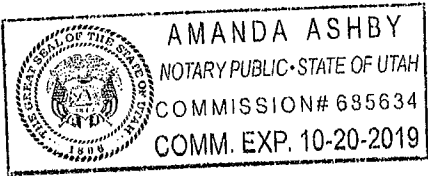
NB PARK PLAZA PROVO, LLC, a Delaware limited liability company

By: _____
Name: _____
Title: _____

STATE OF UTAH §
 §
COUNTY OF Utah §

The foregoing instrument was acknowledged before me on the 5 day of May 2016, by R. Duff Thompson, the manager of 900 Park Plaza, LLC.

Witness my hand and official seal.



[Signature]
Notary Public

EXECUTED effective as of this _____ day of May, 2016.

ASSIGNOR:

900 PARK PLAZA, LLC, a Utah limited liability company

By: _____
Name: _____
Title: _____

ASSIGNEE:

NB PARK PLAZA PROVO, LLC, a Delaware limited liability company

By: *[Signature]*
Name: Patrick Nelson
Title: principal/Manager

STATE OF UTAH §
 §
COUNTY OF _____ §

The foregoing instrument was acknowledged before me on the _____ day of _____ 2016, by _____, the _____ of 900 Park Plaza, LLC.

Witness my hand and official seal.

Notary Public

**EXHIBIT A
TO
ASSIGNMENT AND ASSUMPTION OF LEASES**

LEGAL DESCRIPTION

Commencing at a point located South 00°43'43" East along the Section line 80.79 feet and West 1220.86 feet from the Northeast corner of Section 6, Township 7 South, Range 3 East, Salt Lake Base and Meridian; thence South 00°10'00" West along a fenceline 258.62 feet; thence North 89°47'52" West along a fenceline 96.21 feet; thence North 00°50'10" West along a fenceline 14.25 feet; thence North 89°43'43" West 173.87 feet to a point on the Easterly boundary line of 900 East Street; thence along said Easterly boundary line as follows: North 00°27'02" East 47.92 feet, North 00°35'07" West 196.58 feet; thence South 89°43'43" East along the Southerly Boundary line of Chatham Towne Condominiums 272.68 feet to the point of beginning.

**EXHIBIT B
TO
ASSIGNMENT AND ASSUMPTION OF LEASES**

DESCRIPTION OF LEASES

[add copy of rent roll]