

<p>After recording return to:</p> <p>B&T Utah Hotels I, LLC PO Box 51298 Idaho Falls, Idaho 83405 901 Pier View Drive, Suite 201 Idaho Falls, Idaho 83402 Attention: Thel W. Casper, General Counsel</p> <p>E-81659E</p>	<p><i>This space reserved for Recorder's use only.</i></p>
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**ASSIGNMENT OF GROUND LEASE AND GROUND LESSOR CONSENT
 AND DEED TO IMPROVEMENTS**

(Marriott Salt Lake City, 480 South Wakara Way, Salt Lake City, Utah)

This **ASSIGNMENT OF GROUND LEASE AND GROUND LESSOR CONSENT AND DEED TO IMPROVEMENTS** (this "Assignment and Deed") is made as of May 23, 2011, by and among **SLMH INVESTORS, LLC**, a Utah limited liability company ("Assignor"), **B&T UTAH HOTELS I, LLC**, an Idaho limited liability company ("Assignee") and **UNIVERSITY OF UTAH**, a corporate and body politic (the "Ground Lessor").

RECITALS

A. Assignor is the holder of the ground lessee's interest in the land legally described on **Exhibit A** attached hereto (the "Land") under that certain Lease Agreement, dated June 7, 1985, by and between Ground Lessor and University Inn Associates ("Inn"), as Lessee; as amended by that certain Land Lease Payment Agreement, dated February 19, 1986, by and between Ground Lessor and Inn, and Addendum to Land Lease Payment Agreement, dated March 31, 1987; an assignment of twenty and one-quarter percent (20.25%) interest of the lessee under the Lease evidenced by that certain Assignment of Land Lease Agreement, dated September 26, 1990, by Inn to U.P., Inc., recorded on September 28, 1990, in Book No. 6256 at Page No. 1259, as Entry No. 4971485 in the Official Records of Salt Lake County, Utah (the "Salt Lake County Records"); an assignment of forty-three and one-half percent (43.50%) interest of the lessee under the Lease evidenced by that certain Assignment Land Lease Agreement, dated September 26, 1990, by Inn to Latsco Development, Ltd., recorded on September 28, 1990, in Book No. 6256 at Page No. 1317, as Entry No. 4971486 in the Salt Lake County Records; an assignment of twenty-one and one-quarter percent (21.25%) interest of the lessee under the Lease evidenced by that certain Assignment Land Lease Agreement, dated

September 26, 1990, by Inn to Century Center, Ltd., recorded on September 28, 1990, in Book No. 6256 at Page No. 1375, as Entry No. 4971487 in the Salt Lake County Records; an assignment of twenty and one-quarter percent (20.25%) interest of the lessee under the Lease evidenced by that certain Assignment of Land Lease Agreement, dated July 7, 1995, by U.P., Inc. to Boyer Hotels, Inc., recorded on July 25, 1995, in Book No. 7191 at Page No. 2719, as Entry No. 6125997 in the Salt Lake County Records; an assignment of forty-three and one-half percent (43.50%) interest of the lessee under the Lease evidenced by that certain Assignment, dated October 14, 1997, by Latsco Development, Ltd. to Inn, recorded on January 13, 1998, in Book No. 7852 at Page No. 2564, as Entry No. 6836305 in the Salt Lake County Records; an assignment of twenty-one and one-quarter percent (21.25%) interest of the lessee under the Lease evidenced by that certain Assignment, dated October 14, 1997, by Century Center, Ltd. to Inn, recorded on January 13, 1998, Book No. 7852 at Page No. 2566, as Entry No. 6836306 in the Salt Lake County Records; an assignment of twenty and one-quarter percent (20.25%) interest of the lessee under the Lease evidenced by that certain Assignment dated October 29, 1999, by Sunstone Hotels, LLC (successor-in-interest by merger to Boyer Hotels, Inc.) to the Inn, recorded February 15, 2000, in Book No. 8342 at Page No. 3161, as Entry No. 7575479 in the Salt Lake County Records, and also further evidenced by that certain Assignment, dated November 15, 1999, recorded October 13, 2000, in Book No. 8394 at Page No. 1303, as Entry No. 7737875 in the Salt Lake County Records; as assigned by Assignment, Acceptance and Assumption of Seller's Right, Title and Interest to Lease and Deed to Improvements, dated November 22, 1999, by and between the Inn and Sunstone SH Hotels, L.L.C, recorded January 14, 2000, in Book No. 8336 at Page No. 3225, as Entry No. 7554695 in the Salt Lake County Records; as assigned by Assignment, Acceptance and Assumption of Seller's Right, Title and Interest to Lease and Deed to Improvements dated May 22, 2002, by and between Sunstone SH Hotels, L.L.C. and Sunstone OP Properties L.L.C, recorded June 3, 2002, in Book No. 8604, at Page No. 8955, as Entry No. 8251280 in the Salt Lake County Records; as assigned by that certain assigned by Assignment of Ground Lease and Ground Lessor Estoppel, dated November 1, 2010, from Sunstone OP Properties L.L.C to Salt Lake Hotel Owner 2010 LLC, recorded November 2, 2010, in Book No. 9875 at Page No. 3115, as Entry No. 11066887 in the Salt Lake County Records; as further assigned by Assignment of Ground Lease and Ground Lessor Estoppel, dated May 23, 2011, from Salt Lake Hotel Owner 2010 LLC to Assignor, recorded May 23, 2011, as Entry No. 11186649 in the Salt Lake County Records (the Original Ground Lease as so assigned and amended is referred to herein as the "**Ground Lease**").

B. Assignor is also the owner of the building and other real property improvements located on the Land (the "**Improvements**").

C. Assignor has agreed to sell to Assignee, and Assignee has agreed to purchase from Assignor, the Ground Lease and the Improvements.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledge, Assignor and Assignee agree as follows:

1. Assignment and Deed. Assignor hereby sells, assigns, transfers and conveys to

Assignee, without recourse and without representation or warranty of any kind (except as otherwise expressly provided in writing between the parties), all of Assignor's right, title and interest as lessee in and to the Ground Lease and the Improvements.

2. Assumption. Assignee hereby accepts, acquires and takes the assignment of the Ground Lease and agrees to be bound by the terms thereof, and undertakes, assumes and agrees to perform, pay or discharge when due and otherwise in accordance with their respective terms, all agreements, covenants, conditions, obligations and liabilities of the lessee under the Ground Lease arising on or after the date of this Assignment and Deed.

3. Release of Assignor. Ground Lessor hereby releases and forever discharges Assignor from any and all obligations and liabilities of Assignor as lessee under the Ground Lease accruing or arising on or after the date of this Assignment and Deed.

4. Ground Lessor Consent. Ground Lessor hereby consents to the assignment and assumption of the Ground Lease by Assignor and Assignee as set forth in this Assignment and Deed and agrees that all conditions precedent to such assignment have been satisfied or are hereby waived.

5. Notices. All notices from Ground Lessor to "Lessee" under the Ground Lease shall be delivered to:

B&T Utah Hotels I, LLC
c/o BV Management Services, Inc.
PO Box 51298
Idaho Falls, Idaho 83405
Attention: Thel W. Casper

With a copy to:

Ray Quinney & Nebeker P.C.
36 S. State Street, Suite 1400
Salt Lake City, Utah 84111
Attention: Douglas Matsumori, Esq.

6. Governing Law. This Assignment and Deed and the rights and obligations of the parties hereunder shall in all respects be governed by, and construed and enforced in accordance with, the laws of the State of Utah (without giving effect to the principles of the conflicts of law).

7. Successors. This Assignment and Deed shall be binding upon and shall inure to the benefit of each party hereto and their respective successors and assigns.

8. Counterparts. This Assignment and Deed may be executed in any number of counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same original.

[signature page(s) follow]

IN WITNESS WHEREOF, and intending to be legally bound hereby, Assignor, Assignee and Ground Lessor have each executed and delivered this Assignment of Ground Lease, respectively, as of the date set forth in the Preamble hereto.

ASSIGNOR:

SLMH INVESTORS, LLC, a Utah
limited liability company

By: _____

Name: Cameron Gunter

Title: Manager

GROUND LESSOR:

UNIVERSITY OF UTAH, a corporate and
body politic,

By: _____

Name: _____

Title: _____

ASSIGNEE:

B&T UTAH HOTELS I, LLC, an
Idaho limited liability company

By: **BV Management Services, Inc.**, an Idaho
corporation, its Manager

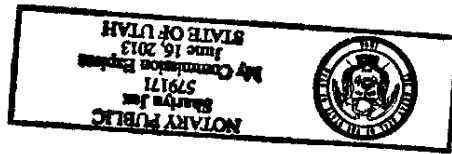
By: _____

Cortney Liddiard, President

ASSIGNEE ACKNOWLEDGEMENT

STATE OF UTAH)
) : ss.
COUNTY OF Utah)

The foregoing instrument was acknowledged before me this 19 day of May 2011, by Cameron Gunter, in his/her capacity as Manager of SLMH Investors, LLC.



Shauntea Jean
Notary Public

IN WITNESS WHEREOF, and intending to be legally bound hereby, Assignor, Assignee and Ground Lessor have each executed and delivered this Assignment of Ground Lease, respectively, as of the date set forth in the Preamble hereto.

ASSIGNOR:

SLMH INVESTORS, LLC, a Utah limited liability company

By: _____
Name: Cameron Gunter
Title: _____

GROUND LESSOR:

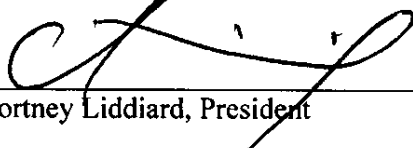
UNIVERSITY OF UTAH, a corporate and body politic,

By: _____
Name: _____
Title: _____

ASSIGNEE:

B&T UTAH HOTELS I, LLC, an Idaho limited liability company

By: BV Management Services, Inc., an Idaho corporation, its Manager

By: 
Cortney Liddiard, President

ACKNOWLEDGEMENTS

STATE OF UTAH)
 : ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of May, 2011, by Cameron Gunter, as Manager of SLMH Investors, LLC.

Notary Public

STATE OF UTAH)
 : ss.
COUNTY OF _____)

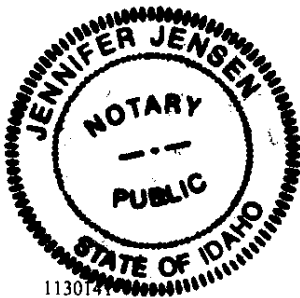
The foregoing instrument was acknowledged before me this _____ day of May, 2011, by _____, as _____ of the University of Utah.

Notary Public

STATE OF IDAHO)
 : ss.
COUNTY OF BONNEVILLE)

The foregoing instrument was acknowledged before me this 19 day of May, 2011, by Cortney Liddiard, as President of BV Management Services, Inc., which corporation is the Manager of B&T Utah Hotels I, LLC.

Jennifer Jensen
Notary Public
Residing at: Idaho Falls, Idaho
My Commission Expires: 04-28-15



IN WITNESS WHEREOF, and intending to be legally bound hereby, Assignor, Assignee and Ground Lessor have each executed and delivered this Assignment of Ground Lease, respectively, as of the date set forth in the Preamble hereto.

ASSIGNOR:

SLMH INVESTORS, LLC, a Utah limited liability company

By: _____
Name: Cameron Gunter
Title: Manager

GROUND LESSOR:

UNIVERSITY OF UTAH, a corporate and body politic,

By: Arnold B. Combe
Name: Arnold B. Combe
Title: Vice President for Administrative Services

ASSIGNEE:

B&T UTAH HOTELS I, LLC, an Idaho limited liability company

By: _____
Name: _____
Title: _____

ACKNOWLEDGEMENTS

STATE OF UTAH)
: ss
COUNTY OF _____)

On the _____ day of _____, 2011, personally appeared before me Cameron Gunter, the Manager of SLMH INVESTORS, LLC, a Utah limited liability company and the signer of the foregoing instrument, who duly acknowledged to me that he executed the same on behalf of said limited liability company for its stated purpose.

Notary Public of the State of Utah
Commission Expires: _____

STATE OF _____)
: ss
COUNTY OF _____)

On the _____ day of _____, 2011, personally appeared before me _____, the _____ of B&T UTAH HOTELS I, LLC, an Idaho limited liability company and the signer of the foregoing instrument, who duly acknowledged to me that he/she executed the same on behalf of said corporation for its stated purpose.

Notary Public of the State of _____
Commission Expires: _____

STATE OF Utah)
: ss
COUNTY OF Salt Lake)

On the 19th day of May, 2011, personally appeared before me Arnold B. Combe the Vice President of UNIVERSITY OF UTAH, a corporate and body politic and the signer of the foregoing instrument, who duly acknowledged to me that he/she executed the same on behalf of said corporate and body politic for its stated purpose.

Anna Holbrook
Notary Public of the State of Utah
Commission Expires: May 27, 2012



EXHIBIT A

LEGAL DESCRIPTION

Beginning at a point which lies South 49° 00' 00" East 93.11 feet from Point No. 7 B.L.M. Survey of Parcel No. 1 of Tract D in Section 3, Township 1 South, Range 1 East, Salt Lake Base and Meridian (said Point No. 7 being 1,464 feet North and 4,643 feet West more or less from Southeast corner of said Section 3) and running thence South 49° 00' 00" East 463 feet; thence North 41° 00' 00" East 275.95 feet; thence along a 1,143 foot radius curve to the left a distance of 199.49 feet; thence North 31° 00' 00" East 220.90 feet; thence North 59° 00' 00" West 435.6 feet; thence South 37° 21' 42" West 342.02 feet; thence South 41° 00' 00" West 275.0 feet to the point of beginning.

The following is shown for information purposes only: Tax Parcel Nos. 16-03-300-001-2021 and 16-03-300-001-6021