

WHEN RECORDED MAIL TO:

U.S. Bank National Association  
170 South Main Street, Suite 200  
Salt Lake City, Utah 84101

Project Name: Exchange B

13011590  
6/18/2019 10:53:00 AM \$40.00  
Book - 10793 Pg - 719-725  
RASHELLE HOBBS  
Recorder, Salt Lake County, UT  
INGEO SYSTEMS  
BY: eCASH, DEPUTY - EF 7 P.

**ASSIGNMENT OF DEED OF TRUST AND RELATED LOAN DOCUMENTS**

THIS ASSIGNMENT OF DEED OF TRUST AND RELATED DOCUMENTS (this "Assignment"), made as of June 13, 2019, by UTAH HOUSING CORPORATION, a Utah public corporation (together with its successors and assigns, the "Assignor"), in favor of U.S. BANK NATIONAL ASSOCIATION, a national banking association (the "Assignee"), as Fiscal Agent under that certain Funding Loan Agreement made and entered into as of June 1, 2019, by and among GSUIG Real Estate Member LLC, 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 June 13, 2019, by Downtown SLC B LLC, a New York 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 Project 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 \$11,195,000 (the "Project 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 Project Loan amounts, Borrower has executed and delivered a promissory note, dated as of June 13, 2019, in the stated principal amount of \$11,195,000 (as amended, modified or supplemented from time to time, the "Project Loan Note"), which Project Loan Note is secured by the Security Instrument (the Funding Loan Agreement, the Project Loan 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 Project Loan 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.

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**EXHIBIT A**

**LEGAL DESCRIPTION OF PROPERTY**

[To be attached]

Residential

Real property in the City of Salt Lake City, County of Salt Lake, State of Utah, described as follows:

PARCEL 1:

UNITS 100, 201, 301, AND 401, THE EXCHANGE B CONDOMINIUMS, AS THE SAME IS IDENTIFIED IN THE EXCHANGE B CONDOMINIUMS PLAT RECORDED IN SALT LAKE COUNTY, UTAH, ON June 13, 2019 AS ENTRY NO. 13008781 IN BOOK 2019P, PAGE 186 OF OFFICIAL RECORDS, AND IN THE DECLARATION OF CONDOMINIUM OF THE EXCHANGE B CONDOMINIUMS RECORDED IN SALT LAKE COUNTY, UTAH ON June 13, 2019 AS ENTRY NO. 13008782 IN BOOK 10791 AT PAGE 6126-6186 OF OFFICIAL RECORDS.

PARCEL 2:

A NON-EXCLUSIVE EASEMENT FOR ACCESS OVER A PORTION OF LOT 6 OF BLOCK 35, PLAT 3 OF THE OFFICIAL SALT LAKE CITY SURVEY "PLAT B", AND ALSO SITUATE IN THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, SALT LAKE COUNTY, UTAH. THE BOUNDARIES OF WHICH ARE DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF 400 SOUTH STREET SAID POINT IS 724.00 FEET N.00°02'38"W. ALONG THE MONUMENT LINE OF 300 EAST STREET AND 346.95 FEET N.89°46'07"E. FROM THE SALT LAKE CITY MONUMENT LOCATED THE INTERSECTION OF 300 EAST STREET AND 500 SOUTH STREET (NOTE: BASIS OF BEARING IS N.00°02'38"W. ALONG THE MONUMENT LINE BETWEEN MONUMENTS AT THE INTERSECTIONS OF 400 SOUTH 300 EAST AND 500 SOUTH 300 EAST); AND RUNNING THENCE ALONG SAID SOUTHERLY RIGHT OF WAY LINE N.89°46'07"E. 40.00 FEET; THENCE S.00°14'05"E. 330.13 FEET TO THE SOUTHERLY LINE OF SAID LOT 6; THENCE ALONG SAID SOUTHERLY LOT LINE S.89°45'54"W. 40.00 FEET; THENCE N.00°14'05"W. 330.13 FEET TO THE POINT OF BEGINNING.

PARCEL 3:

A NON-EXCLUSIVE EASEMENT FOR ACCESS OVER PEOPLE'S WAY (PRIVATE STREET) AS SET FORTH ON THE SALT LAKE CITY PUBLIC SAFETY BUILDING SUBDIVISION AMENDED & EXTENDED PLAT RECORDED MARCH 5, 2019 AS ENTRY NO. 12944879 IN BOOK 2019P AT PAGE 80 OF OFFICIAL RECORDS, SALT LAKE COUNTY RECORDER.

PARCEL 4:

A NON-EXCLUSIVE EASEMENT FOR ACCESS OVER THE SOUTH HALF OF BLAIR STREET (PRIVATE STREET) AS SET FORTH ON THE SALT LAKE CITY PUBLIC SAFETY BUILDING SUBDIVISION AMENDED & EXTENDED PLAT RECORDED MARCH 5, 2019 AS ENTRY NO. 12944879 IN BOOK 2019P AT PAGE 80 OF OFFICIAL RECORDS, SALT LAKE COUNTY RECORDER.

PARCEL 5:

LOT 3B, SALT LAKE CITY PUBLIC SAFETY BUILDING SUBDIVISION AMENDED & EXTENDED, ACCORDING TO THE OFFICIAL PLAT ON FILE IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER.

ALSO:

A PORTION OF LOT 7 OF BLOCK 35, OF THE OFFICIAL SALT LAKE CITY SURVEY "PLAT B", AND ALSO SITUATE IN THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, SALT LAKE COUNTY, UTAH. THE BOUNDARIES OF WHICH ARE DESCRIBED AS FOLLOWS:

BEGINNING ON THE SOUTHERLY RIGHT OF WAY LINE OF 400 SOUTH STREET, SAID POINT BEING NORTH 89°46'06" EAST 376.00 FEET FROM THE NORTHWEST CORNER OF LOT 5, BLOCK 35, PLAT "B", SALT LAKE CITY SURVEY, SAID POINT ALSO BEING SOUTH 89°46'06" WEST 284.44 FEET FROM THE NORTHEAST CORNER OF LOT 8 OF SAID BLOCK 35, SAID POINT ALSO BEING 724.00 FEET NORTH 00°02'38" WEST ALONG THE MONUMENT LINE AND 443.49 FEET NORTH 89°46'06" EAST FROM THE MONUMENT IN THE INTERSECTION OF 300 EAST STREET AND 500 SOUTH STREET, AND RUNNING THENCE NORTH 89°46'06" EAST 8.49 FEET ALONG SAID SOUTHERLY RIGHT OF WAY LINE TO THE WEST FACE OF A BACK OF EXISTING CURB AND CURB LINE; THENCE SOUTH 00°01'59" WEST 165.06 FEET ALONG SAID WEST FACE OF A BACK OF EXISTING CURB AND WEST FACE CURB LINE EXTENDED SOUTHERLY; THENCE SOUTH 89°45'54" WEST 7.72 FEET TO A POINT ON THE WESTERLY LINE OF THAT CERTAIN SPECIAL WARRANTY DEED RECORDED APRIL 25, 2012 AS ENTRY NO. 11377798 IN BOOK 10011 AT PAGE 6179, AT THE OFFICE OF THE SALT LAKE COUNTY RECORDER; THENCE NORTH 00°14'07" WEST 165.06 FEET (DEED =NORTH 00°14'24" WEST 165.00 FEET) ALONG SAID WESTERLY LINE TO THE POINT OF BEGINNING.

TAX PARCEL NUMBERS: (16-06-405-021-0000 & 16-06-405-022-0000)

PARCEL 6:

UNDERGROUND UTILITY EASEMENT DATED June 11, 2019 MADE BY SALT LAKE CITY CORPORATION TO DOWNTOWN SLC B LLC, A NEW YORK LIMITED LIABILITY COMPANY, RECORDED JUNE 14, 2019 AS ENTRY NO. 13009423 IN BOOK 10791 AT PAGE 9525 OF OFFICIAL RECORDS, SALT LAKE COUNTY RECORDER.

PARCEL 7:

STORM SEWER EASEMENT AND CONNECTION AGREEMENT DATED JUNE 13, 2019 BETWEEN SALT LAKE CITY CORPORATION, A UTAH MUNICIPAL CORPORATION AND DOWNTOWN SLC B LLC, A NEW YORK LIMITED LIABILITY COMPANY, AND DOWNTOWN SLC B RETAIL CONDO LLC, A NEW YORK LIMITED LIABILITY COMPANY, RECORDED JUNE 14, 2019 AS ENTRY NO. 13009369 IN BOOK 10791 AT PAGE 9128 OF OFFICIAL RECORDS, SALT LAKE COUNTY RECORDER.