WHEN RECORDED MAIL TO: Fikso Kretschmer Smith Dixon Ormseth PS Attn: Leif Ormseth 901 Fifth Avenue, Suite 4000 Seattle, Washington 98164 13153254 12/20/2019 3:04:00 PM \$46.00 Book - 10875 Pg - 9162-9175 RASHELLE HOBBS Recorder, Salt Lake County, UT FIRST AMERICAN TITLE INS CO BY: eCASH, DEPUTY - EF 14 P.

### **PARKING EASEMENT AGREEMENT**

THIS PARKING EASEMENT AGREEMENT (this "Agreement") is made this 20th day of December, 2019 by and between UNICO 205 EAST 200 SOUTH CENTER LLC, a Delaware limited liability company ("Grantor") and UNICO 250 EAST 200 SOUTH TOWER LLC, a Delaware limited liability company ("Grantee").

### **RECITALS**

- A. Grantor is the owner of that certain real property located at 205 East 200 South, Salt Lake City, Salt Lake County, Utah, upon which is situated a data center building and a surface Parking Property, as more particularly described on <u>Exhibit A</u> attached hereto (the "Parking Property").
- B. Grantee is the owner of that certain real property located at 250 East 200 South, Salt Lake City, Salt Lake County, Utah, upon which is situated an office building, as more particularly described on Exhibit B attached hereto (the "Office Building").
- C. Grantee desires an easement, for the benefit of the Office Building, for the use of certain parking spaces located in the Parking Property, and Grantor is willing to grant that easement, on and subject to the terms and conditions set forth below.

NOW THEREFORE, in consideration of the foregoing recitals and the mutual covenants and promises contained herein, the parties agree as follows:

### **AGREEMENT**

## I. GRANT OF EASEMENT

Grant of Easement. Upon and subject to the terms and conditions described in this Agreement, Grantor hereby grants to Grantee, for the benefit of the Office Building, a perpetual, non-exclusive easement (the "Easement") for the use by Grantee and its Permittees (defined below) of up to 95 ("Maximum Allocation") parking stalls located in the Parking Property (the "Parking Stalls") for the purpose of parking vehicles, together with rights for pedestrian and vehicular access, ingress and egress across the remainder of the Parking Property as reasonably necessary for the use of the Parking Stalls. All of the Parking Stalls shall be made available for use by Grantee and its Permittees on an unreserved basis. The "Permittees" of Grantee, as used herein, means any person or entity to whom Grantee has given permission or otherwise granted the right to park in the Parking Stalls, and may include without limitation Grantee's employees, contractors, agents, tenants, subtenants, invitees, concessionaires and licensees.

First American Title Insurance National Commercial Services NCS-<u>166198</u> CO

- 1.2. <u>Parking Operator; Rules and Regulations</u>. Grantor may delegate any or all of its responsibilities hereunder to any management company selected by Grantor from time to time to manage and operate the Parking Property and/or the parking operations therein ("Parking Operator"), and may grant to Parking Operator the right to act for Grantor in all respects under this Agreement. Grantee's and the Permittees' use of the Parking Stalls shall be subject to such reasonable rules and regulations as Grantor and/or Parking Operator may impose from time to time.
- Location and Number of Stalls Used; Access. Grantor shall have the right from time-to-time to designate specific area(s) within the Parking Property (and, after sending a Temporary Relocation Notice and completing redevelopment of the Parking Property as contemplated in Section 1.4, within the Parking Property and/or Parking Structure) within which the Parking Spaces shall be located. Grantee may decrease or increase the number of Parking Stalls used by Grantee and its Permittees at any time and from time-to-time during the term of this Agreement, with any decrease or increase to be effective as of the first day of any calendar month, by providing written notice to Grantor specifying the decrease or increase at least 45 days prior to the first day of such calendar month, provided in no event shall Grantee and its Permittees be entitled at any time to use more than the Maximum Allocation of Parking Stalls. Grantee has elected initially to use the Maximum Allocation (i.e., all 95) of the Parking Stalls available for its and its Permittees' use under this Agreement. Grantor may install access equipment and devices in the Parking Property and/or Parking Structure including, without limitation, (i) one or more gates for controlling access to various portions thereof and (ii) any keycard or electronic or other system controlling access, in which event Grantee and its Permittees will receive access cards or other items necessary to provide access to the appropriate areas within the Parking Property and/or Parking Structure, as applicable. Grantor may impose restrictions to prevent Grantee and Permitted Users from using certain portions of the Parking Property and/or Parking Structure as applicable.

## 1.4 Redevelopment of Parking Property.

- 1.4.1 Redevelopment. Grantee acknowledges that (a) Grantor currently intends that the Parking Property may be redeveloped, and (b) Grantor would not be willing to enter into this Agreement or otherwise make the Parking Stalls available to Grantee or its Permittees if Grantor did not retain the unfettered right, in Grantor's sole discretion, either to temporarily suspend or to permanently terminate (as further described below) Grantee's and Permittees' rights with respect to the Parking Stalls prior to commencing redevelopment activities with respect to the Parking Property. Therefore, Grantor and Grantee agree that at any time (and, in the case of a temporary suspension, from time-to-time, on one or more occasions) that Grantor in good faith intends to commence redevelopment activities with respect to all or any portion of the Parking Property (including, without limitation, any of the following activities: soils tests, environmental testing, surveying, site planning or architectural planning, and application for any permit related to redevelopment), Grantor in its sole discretion may send a written notice to Grantee (a "Relocation Notice," which as further described below may be either a "Temporary Relocation Notice" or a "Permanent Relocation Notice") notifying Grantee that Grantor intends to commence redevelopment and identifying the date from and after which Grantee's rights to enter upon and park on the Parking Property shall be temporarily suspended or permanently terminated, as applicable, which date (the "Relocation Date") shall be at least sixty (60) days after the date of delivery of the Relocation Notice. Grantee's and its Permittees' rights to enter upon the Parking Property and use the Parking Stalls pursuant to this Agreement shall be temporarily suspended or permanently terminated, as applicable and as further described below, as of any Relocation Date.
- 1.4.2 <u>Temporary Suspension of Parking Rights</u>. If Grantor intends, in its sole discretion, to include in any redevelopment of the Parking Property a garage and/or surface parking component(s) (collectively, "Parking Structure") with sufficient capacity for Grantor to make available for use by Grantee and its Permittees (in addition to any other users of such Parking Structure) at least the Maximum Allocation of parking stalls, all as determined by Grantor in its sole discretion, then Grantor may include in its Relocation Notice an estimated date upon which redevelopment will be complete and such parking

stalls will again be available for use by Grantee and its Permittees within the Parking Property and/or Parking Structure (and such Relocation Notice shall be a "Temporary Relocation Notice"). Commencing on any Relocation Date specified in a Temporary Relocation Notice, and continuing until the date specified in any Resumption Notice (defined below), Grantor shall make available to Grantee and its Permittees, or cause others to make available to Grantee and its Permittees, the right to use up to the Maximum Allocation (with the exact number to be as elected by Grantee) of replacement parking stalls located within a 3-block radius of the Parking Property (the "Temporary Construction Parking"). Grantee shall pay current market rates for the Temporary Construction Parking, either to Grantor or, if Grantor so directs, to the provider(s) of the Temporary Construction Parking, as those rates may change from time to time. If Grantor or the provider(s) of the Temporary Construction Parking so request, Grantee shall enter into one or more separate parking agreements for the Temporary Construction Parking. At any time that Grantor desires to retract a Temporary Relocation Notice (due to postponement of redevelopment of the Parking Property or for any other reason), or, after sending a Temporary Relocation Notice, upon completion of redevelopment of the Parking Property (and receipt by Grantor of all municipal permits and approvals necessary for the Parking Structure therein to be legally open for use by the public), Grantor shall provide written notice to Grantee that its parking rights on the Parking Property shall resume ("Resumption Notice"), which Resumption Notice may identify the location of those parking stalls within the Parking Property or Parking Structure, as applicable, that are available for use by Grantee and its Permittees, and specify the date upon which such use may commence ("Resumption Date"). From and after any Resumption Date (and continuing until the date specified in any later Temporary Relocation Notice or Permanent Relocation Notice, as applicable), (x) Grantor shall no longer be obligated to provide any Temporary Construction Parking or other replacement parking for Grantee's or its Permittees' use, and (y) the parking stalls within the Parking Structure or Parking Property, as applicable, that have been so identified by Grantor in the Resumption Notice shall for all purposes be the "Parking Stalls" referred to herein, and (z) Grantee and its Permittees shall again be entitled to the use of such Parking Stalls subject to and in accordance with the terms hereof.

Permanent Termination of Parking Rights. Any Relocation Notice that does not include a specific statement that upon redevelopment of the Parking Property the Maximum Allocation of parking stalls will again be available for use by Grantee and its Permittees within the Parking Property and/or Parking Structure is and shall be deemed for all purposes herein to be a "Permanent Relocation Notice." Prior to sending a Permanent Relocation Notice, Grantor shall have arranged for the use by Grantee of up to the Maximum Allocation of replacement parking stalls located within a 3-block radius of the Parking Property (the "Permanent Replacement Parking"), on and subject to the following terms and conditions: (w) the monthly cost for the use of such Permanent Replacement Parking (including adjustments to such cost over time) shall be no less favorable to Grantee and its Permittees than the monthly cost (including adjustments) for parking stalls hereunder; and (x) the hours of availability of such Permanent Replacement Parking shall be no less favorable to Grantee and its Permittees than the hours of availability hereunder; and (y) the rules and regulations governing the use of such Permanent Replacement Parking shall not be materially more onerous on Grantee and its Permittees than the rules and regulations then governing the use of parking stalls hereunder; and (z) the rights of Grantee and its Permittees to use such Permanent Replacement Parking shall be memorialized in a written agreement that: (i) is recorded in the real property records of Salt Lake County, (ii) runs with the land and encumbers the subject parking property(ies) for the benefit of the Office Building, (iii) includes flexibility for Grantee to elect the number of stalls to be used, up to the Maximum Allocation, in a similar fashion to Section 1.3 above, (iv) is the subject of a nondisturbance/recognition agreement by any ground lessor/mortgagee of the subject parking property(ies) reasonably satisfactory to Grantee in form and substance, and (v) is terminable only on terms substantially similar to those governing termination of this Agreement ("Replacement Parking Agreement Criteria"). Provided that the Replacement Parking Agreement Criteria have been satisfied, then commencing on any Relocation Date specified in a Permanent Relocation Notice, and regardless whether the Parking Property is ever redeveloped, this Agreement, and all rights of Grantee and its Permittees with respect to the Parking Property, shall cease and terminate (and, within ten (10) business days after request by Grantor, Grantee shall execute and acknowledge and return to Grantor a recordable memorandum of termination of this Agreement).

1.5 <u>Term.</u> Subject to Section 1.4 and the other terms and conditions hereof, this Agreement and all easements created hereby shall remain in effect in perpetuity; provided, however, that this Agreement may be terminated by a written termination agreement executed by Grantor and Grantee and recorded in the land records of Salt Lake County, Utah; and further provided, for the avoidance of doubt, that this Agreement may be terminated as set forth in Section 1.4.3 above and in Section 6.1 below.

#### II. PARKING FEE

Grantee shall pay to Grantor or, at Grantor's election, Parking Operator, on or before the first day of each month during the term of this Agreement, a monthly fee (the "Parking Fee") at the then-current market rate for each Parking Stall that Grantee has elected from time to time, pursuant to Section 1.3 above, to use (or have available for use by its Permittees); provided, however, that Grantor may elect to have any of its Permittees pay the Parking Fees for any or all of such Parking Stalls directly to Grantor or Parking Operator, as applicable, and Grantor agrees that payments made by Permittees and received by Grantor or Parking Operator shall be accepted in lieu of the required payment by Grantor of such Parking Fees. Notwithstanding the foregoing, and for the avoidance of doubt, Grantee shall remain obligated to pay all Parking Fees to the extent not paid by its Permittees. The Parking Fee may be adjusted from time to time by Grantor upon 30 days' prior written notice to Grantee to reflect the then-current market rate for parking spaces in the geographical area of the Parking Property. The parties agree that the Parking Fee per month per Parking Stall is \$55 as of the date of this Agreement. All Parking Fees shall be paid in advance, without notice or offset, on or before the first day of each calendar month.

### III. COVENANTS

- 3.1 <u>Compliance with Laws.</u> Grantee shall comply with all governmental ordinances, laws, codes, and regulations when using the Parking Property.
- 3.2 <u>Expenses; Improvements.</u> All taxes, maintenance, utilities and other operating costs of the Parking Property shall be paid by Grantor, and Grantor shall provide or cause to be provided electrical service to the Parking Property for lighting, signage and other power requirements. Grantor shall provide adequate lighting over the full extent of the Parking Property. Grantee shall have no right to make any alterations or improvements to the Parking Property, and acknowledges that Grantor has no obligation to make any alterations or improvements to the Parking Property. Grantee shall not cause any damage to the Parking Property.
- 3.3 <u>Maintenance.</u> Grantor shall maintain the Parking Property (and, after redevelopment of the Parking Property as contemplated in Section 1.4, the Parking Structure) in good condition, repair and working order. Grantor may from time to time temporarily close and/or restrict access to portions of the Parking Property or Parking Structure, as applicable, at reasonable times and for reasonable periods, if and to the extent necessary to perform repairs and maintenance thereof, provided that Grantor shall use commercially reasonable efforts to perform its maintenance in a manner so as to minimize interference with the use of the Parking Property or Parking Structure, as applicable. Grantor will provide written notice to Grantee at least 14 calendar days prior to commencing any maintenance or work that would materially impair Grantee's or its Permittees' use of or access to the Parking Property or Parking Structure, as applicable.

### IV. ASSIGNMENT

- 4.1 <u>By Grantor</u>. This Agreement shall be binding upon and run to the benefit of the Parking Property and its successors and assigns in ownership of the Parking Property. Grantor may not assign its rights or obligations hereunder separate from ownership of the Parking Property.
- 4.2 <u>By Grantee</u>. This Agreement shall be binding upon and run to the benefit of Grantee and its successor and assigns in ownership of the Office Building. Grantee may not assign its right or obligations hereunder separate from ownership of the Office Building. Grantee may permit the Parking Stalls to be used by tenants in the Office Building, their employees and visitors and other parties as Grantee may elect.
- 4.3. <u>Collateral Assignment</u>. Notwithstanding the foregoing, either Grantor or Grantee may collaterally assign its rights and obligations under this Agreement to a first lien lender on the Parking Property or the Office Bullding, respectively, and either such lender may succeed to the rights and obligations so assigned in a foreclosure or other realization proceeding, and thereafter assign its rights and obligations hereunder to a subsequent purchaser or transferee of such property.

### V. INDEMNITY AND INSURANCE

- 5.1 <u>Indemnity</u>, Subject to Section 5.3 below, Grantee agrees that it shall use the Parking Property at its sole risk, and agrees during the term hereof to indemnify, defend, and hold Grantor harmless from and against any and all claims, injuries to any person, charges, liabilities, obligations, penalties, damages, costs and expenses, including reasonable attorneys' fees, arising, claimed, charged or incurred against Grantor from any matter or thing arising from Grantee's use of the Parking Property and its exercise of its rights hereunder, except to the extent caused by the negligence or willful misconduct of Grantor. Grantee shall give Grantor prompt notice in case of any casualty, injury or accidents occurring on the Parking Property.
- Grantee Insurance. During the term of this Agreement, and any extension thereof, Grantee shall maintain, at its own expense, liability insurance on an occurrence basis with a reputable insurance company or companies with minimum amounts of \$2,000,000 (subject to periodic increase as described in the last sentence of this Section 5.2) combined single limit for personal injuries and property damages. Grantor shall be designated as an additional insured and Grantee shall deliver certificates of such insurance to Grantor upon Grantor's request. If Grantee fails to obtain such insurance, Grantor may, after reasonable prior notice to Grantor, obtain and maintain such insurance on behalf of Grantee, and any premiums paid by Grantor shall be due and payable by Grantee on the payment date of the next installment of the monthly Parking Fee. The minimum liability coverage amount provided for in this Section 5.2 shall be increased on January 1 of the year in which the 5<sup>th</sup> anniversary of the date of this Agreement occurs, and on January 1 of each 5<sup>th</sup> year thereafter, by the lesser of (I) 10% and (ii) the percentage increase during such time period in the United States Bureau of Labor Statistics Consumer Price Index for the Salt Lake City, Utah metropolitan area.
- 5.3 <u>Grantor Insurance</u>; <u>Waiver of Subrogation</u>. Grantor shall at all times maintain or cause to be maintained in full force and effect property casualty insurance with coverage in an amount at least equal to the full replacement cost of the Parking Property. Grantor hereby waives its right of recovery, right of subrogation, claims, actions, and causes of action against Grantee and Permitted Users for loss or damage to the Parking Property and the improvements and personal property located thereon to the extent such damage is covered by the property casualty insurance required to be carried by Grantor hereunder (or would be covered, if Grantor carried such required insurance).

### VI. MISCELLANEOUS

### 6.1 <u>Default and Termination.</u>

- 6.1.1 Any failure of Grantee to comply with the terms of this Agreement or pay any amounts due hereunder shall constitute a default and, in addition to all other rights and liabilities, shall entitle Grantor to terminate this Agreement if not cured within 30 days after written notice by Grantor (or such longer grace period as may be reasonable under the circumstances if the default is nonmonetary and reasonably requires more than 30 days to cure, so long as Grantee has commenced and is diligently pursuing such cure). Notwithstanding anything to the contrary in this Agreement, Grantee shall not be in default under any provision of this Agreement unless written notice specifying such default is given to Grantee and to all persons who have an interest in all or part of the Office Building as mortgagees and/or deed of trust beneficiaries whose name and address has been provided to Grantor. Grantor further agrees that if Grantee shall have failed to cure or commence the cure of such default within the time period allowed under this Section, then the mortgagee or deed of trust holder shall have an additional thirty (30) days within which to cure or commence the cure of such default and thereafter diligently pursue such cure to completion including, if necessary to effectuate such cure, the commencement of judicial or nonjudicial foreclosure proceedings.
- 6.1.2 In addition, if at any time Grantee has elected, pursuant to Section 1.3, to use fewer than 10 Parking Stalls for a period of time exceeding 18 consecutive months, then upon written notice by Grantor to Grantee and to all persons who have an interest in all or part of the Office Building as mortgagees and/or deed of trust beneficiaries whose name and address has been provided to Grantor ("Non-Use Notice") that Grantor intends to terminate this Agreement pursuant to this Section 6.1.2 and the failure of Grantee to elect pursuant to Section 1.3 within the 30-day period following receipt of such Non-Use Notice to use at least 15 Parking Stalls, and to sustain such use for at least a 12-month period ("Continued Use Election"), Grantor shall be entitled to terminate this Agreement by written notice of termination sent to Grantee and such mortgagees and/or deed of trust holders; provided, that if Grantee's failure to send such a Continued Use Notice constitutes a default under any mortgage or deed of trust encumbering the Office Building, then the applicable mortgagee or deed of trust holder shall have such additional period of time as is necessary to cure or commence the cure of such default and thereafter diligently pursue such cure to completion (i.e., to send or cause the sending of a Continued Use Election) including, if necessary to effectuate such cure, the commencement of judicial or nonjudicial foreclosure proceedings.
- 6.2 <u>Recording</u>. Either party may record this Agreement in the real property records of Salt Lake County, Utah at its expense.
- 6.3 <u>Notices.</u> Any notices required or permitted by this Agreement shall be sent by U.S. First Class Mail, postage prepaid, or hand-delivered, or delivered by established express delivery service (e.g., FEDEX) that regularly provides next-business-day delivery, delivery charge prepaid, addressed to the appropriate party at the address set forth below, or at such other address as any party may in writing from time to time specify. Any such notice shall be deemed effective two (2) days after depositing in the mail (If sent by U.S. First Class Mail); or on the date of delivery or attempted delivery, if hand-delivered or sent by express delivery service.

Grantor: UNICO 205 EAST 200 SOUTH CENTER LLC

1215 4th Avenue, Suite 600

Seattle, WA 98161

Attn: Chief Financial Officer

Grantee: UNICO 250 EAST 200 SOUTH TOWER LLC

1215 4th Avenue, Suite 600

Seattle, WA 98161

Attn: Chief Financial Officer

- 6.4 <u>Damage, Destruction and Condemnation.</u> In the event of any damage, destruction or condemnation of any portion of the Parking Property which renders the Parking Stalls unusable, in Grantee's reasonable judgment, Grantee may elect to terminate this Agreement.
- 6.5 <u>Counterparts.</u> This Agreement may be executed in counterparts, each of which, when combined, shall constitute one single binding agreement.
- 6.6 <u>Captions</u>. The captions and paragraph headings contained in this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope or intent of this Agreement, nor the intent of any provision hereof.
- 6.7 <u>Choice of Law.</u> This Agreement shall be governed and construed in accordance with the laws of the State of Utah without regard to conflict of laws principles.
- 6.8 <u>Attorneys' Fee.</u> If either party institutes legal proceedings against the other with respect to this Agreement, or with respect to the use of the Easement, the non-prevailing party shall pay to the prevailing party an amount equal to all reasonable attorneys' fees and disbursements and all other costs and expenses incurred by the prevailing party in connection therewith.
- Estoppel Certificate. Either party shall, from time to time, within 15 days after written request of the other party, execute, acknowledge and deliver to such other party or its designee a written statement certifying that: (i) this Agreement is in full force and effect and has not been assigned or amended in any way (or specifying the date and terms of agreement so affecting this Agreement); (ii) this Agreement represents the entire agreement between the parties as to this transaction; (iii) that all obligations under this Agreement to be performed by the non-certifying have been satisfied; (iv) on this date there are no existing claims, defenses or offsets which the certifying party has against the enforcement of this Agreement by the non-certifying party; (v) no Parking Fee has been paid more than one month in advance; and (vi) such other items as the requesting party shall reasonably request.
- 6.10 <u>Successors and Assigns</u>. All of the terms and conditions of this Agreement shall run with the land and shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto, including without limitation, all subsequent owners of the Office Building, the Parking Property and all persons claiming through or under them
- 6.11 <u>Lender Provisions</u>. Grantor and Grantee agree that, for so long as any first mortgage financing ("Loan") encumbers the Office Building (the lender of such Loan, together with its successors and assigns, being referred to herein as "Lender"), the following provisions shall govern and control notwithstanding anything to the contrary in this Agreement:
  - (a) In the event Lender shall exercise its rights and remedies under the Loan, and shall succeed to the rights and obligations so assigned in a foredosure or other realization proceeding, Lender shall not, be required to directly pay any (i) Parking Fee to Grantor pursuant to Section II herein, or (ii) any parking fees to Grantor associated with any Temporary Construction Parking, in each case with respect to any time periods prior to such foreclosure or realization proceeding.
  - (b) The parties shall not, without Lender's prior written consent, which consent shall not be unreasonably withheld or delayed: (I) terminate, amend or modify this Agreement, (ii) reduce the Maximum Allocation below 95 Parking Stalls, or (iii) temporarily or permanently suspend the parking rights afforded by this Agreement (except to the extent Temporary Construction Parking permitting Grantee the right to use up to the Maximum Allocation is provided by or on behalf of Grantor or is otherwise obtained by Grantee).

(c) Copies of all notices delivered pursuant to Section 6.3 herein shall also be delivered to Lender at any notice address provided by Lender. Grantor and Grantee acknowledge that LoanCore Capital Credit REIT LLC is the current Lender, with the following address: LoanCore Capital Credit REIT LLC, c/o LoanCore Capital, 55 Railroad Avenue, Suite 100, Greenwich, Connecticut 06830, Attention: Brett Kaplan, Facsimile No.: 203.861.6006, E-mail: BKaplan@LoanCoreCapital.com, with a copy to each of (i) LoanCore Capital Credit REIT LLC, c/o LoanCore Capital, 55 Railroad Avenue, Suite 100, Greenwich, Connecticut 06830, Attention: Notices, E-mail: notices@loancorecapital.com, and (ii) Winstead PC, 201 North Tryon Street, Suite 2000, Charlotte, North Carolina 28202, Attention: Christian G. Beltz, Esq., Facsimile No.: 704.339.1701, E-mail: cbeltz@winstead.com.

[signature pages follow]

DATED as of the date and year first above written.

# **GRANTOR:**

UNICO 205 EAST 200 SOUTH CENTER LLC, a Delaware limited liability company

By: Unico Northwest Fund VI LP,

a Delaware limited partnership,

Manager

By:

Unico Northwest Fund VI GP LLC,

a Delaware limited liability company,

**General Partner** 

Ву:

Unico Investment Group LLC,

a Delaware limited liability company,

Managing Member

By:

Quentin W. Kuhrau Chief Executive Officer

# **GRANTEE:**

UNICO 250 EAST 200 SOUTH TOWER LLC, a Delaware limited liability company

By: Unico Northwest Fund VI LP,

a Delaware limited partnership,

Manager

By: Unico Northwest Fund VI GP LLC,

a Delaware limited liability company,

General Partner

By: Unico Investment Group LLC,

a Delaware limited liability company,

Managing Member

By:

Quentin W. Kuhrau Chief Executive Officer

### **GRANTOR ACKNOWLEDGMENT**

| STATE OF WASHINGTON | )    |
|---------------------|------|
|                     | ) ss |
| COUNTY OF KING      | )    |

I certify that I know or have satisfactory evidence that Quentin W. Kuhrau is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the Chief Executive Officer of Unico Investment Group LLC, a Delaware limited liability company, the Managing Member of Unico Northwest Fund VI GP LLC, a Delaware limited liability company, the General Partner of Unico Northwest Fund VI LP, a Delaware limited partnership, the Manager of Unico East 200 South Holding LLC, a Delaware limited liability company, the Manager of UNICO 205 EAST 200 SOUTH CENTER LLC, a Delaware limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this 9th day of December, 2019.



Tina Lieu

Name (printed or typed)

NOTARY PUBLIC in and for the State of

Washington, residing at Tukwila

My appointment expires: 12/9/2020

**GRANTEE ACKNOWLEDGMENT** 

STATE OF WASHINGTON )
) ss.
COUNTY OF KING )

I certify that I know or have satisfactory evidence that Quentin W. Kuhrau is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the Chief Executive Officer of Unico Investment Group LLC, a Delaware limited liability company, the Managing Member of Unico Northwest Fund VI GP LLC, a Delaware limited liability company, the General Partner of Unico Northwest Fund VI LP, a Delaware limited partnership, the Manager of Unico East 200 South Holding LLC, a Delaware limited liability company, the Manager of UNICO 250 EAST 200 SOUTH TOWER LLC, a Delaware limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this 9th day of December, 2019.



Tina Lieu

Name (printed or typed)

NOTARY PUBLIC in and for the State of

Washington, residing at Tukwila

My appointment expires: 12/9/2020

### **Exhibit A**

## Legal Description of Parking Property Property

The following property situated in Salt Lake County, Salt Lake City, Utah:

### PARCEL 1:

COMMENCING IN THE WEST LINE OF LOT 4, BLOCK 72, PLAT "A", SALT LAKE CITY SURVEY AT A POINT 120 FEET NORTH FROM THE SOUTHWEST CORNER OF SAID LOT 4, AND RUNNING THENCE NORTH ALONG SAID WEST LOT LINE 161.50 FEET; THENCE EAST 165 FEET TO THE EAST LINE OF SAID LOT 4; THENCE SOUTH ALONG SAID EAST LOT LINE 116.50 FEET; THENCE WEST 43 FEET; THENCE SOUTH 45 FEET; THENCE WEST 122 FEET TO THE POINT OF BEGINNING.

## PARCEL 2:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 4, BLOCK 72, PLAT "A", SALT LAKE CITY SURVEY, AND RUNNING THENCE EAST 165 FEET TO THE EAST LINE OF SAID LOT 4; THENCE NORTH ALONG SAID EAST LOT LINE 165 FEET; THENCE WEST 43 FEET; THENCE SOUTH 45 FEET; THENCE WEST 122 FEET TO THE WEST LINE OF SAID LOT 4; THENCE SOUTH ALONG SAID WEST LOT LINE 120 FEET TO THE POINT OF BEGINNING.

## PARCEL 3:

ALL OF LOT 3, BLOCK 72, PLAT "A", SALT LAKE CITY SURVEY.

A.P.N. 16-06-129-022-0000 and 16-06-129-023-0000 and 16-06-129-024-0000

#### **Exhibit B**

### Legal Description of Office Building Property

The following property situated in Salt Lake County, Salt Lake City, Utah:

### PARCEL ONE:

Beginning at a point 7.5 rods East from the Northwest Corner of Lot 5, Block 55, Plat "A", Salt Lake City Survey; and running thence East 5 rods; thence South 10 rods; thence West 5.5 rods; thence North 2 rods; thence East 0.5 rods; thence North 8 rods to the point of beginning.

### PARCEL TWO:

Beginning at a point 123.75 feet West of the Northeast Corner of Lot 5, Block 55, Plat "A", Salt Lake City Survey, and running thence South 60 feet; thence East 30 feet; thence North 60 feet; thence West 30 feet to the place of beginning.

### PARCEL THREE:

Beginning at a point 69.25 feet West from the Northeast corner of Lot 5, Block 55, Plat "A", Salt Lake City Survey and running thence South 165 feet; thence West 54.5 feet; thence North 105 feet; thence East 30 feet; thence North 60 feet; thence East 24.5 feet to the point of beginning.

## PARCEL FOUR:

Commencing 48.75 feet West from the Northeast Corner of Lot 5, Block 55, Plat "A", Salt Lake City Survey, and running thence West 17.5 feet; thence South 70 feet; thence East 17.5 feet; thence North 70 feet to the point of beginning.

## PARCEL FIVE:

Commencing at a point 31 feet 3 inches West of the Northeast Corner of Lot 5, Block 55, Plat "A", Salt Lake City Survey, and running thence West 17 1/2 feet; thence South 70 feet; thence East 17 1/2 feet; thence North 70 feet to the place of beginning.

## PARCEL SIX:

Commencing at a point 10 feet 9 inches West of the Northeast Corner of Lot 5, Block 55, Plat "A", Salt Lake City Survey, and running thence West 20.5 feet; thence South 70 feet; thence West 35 feet; thence North 70 feet; thence West 3 feet; thence South 165 feet; thence East 58.5 feet; thence North 165 feet to the place of beginning.

# PARCEL SEVEN:

Commencing 10.75 feet West of the Northeast Corner of Lot 5, Block 55, Plat "A", Salt Lake City Survey, and running thence East 39.35 feet; thence South 100 feet; thence East 3 feet; thence South 65 feet; thence West 42.35 feet; thence North 10 rods to the place of beginning

### PARCEL EIGHT:

Commencing 10 rods East and 63.4 feet South of the Northwest Corner of Lot 6, Block 55, Plat "A", Salt Lake City Survey and running thence East 5 feet; thence South 101.6 feet; thence West 5 feet; thence North 101.6 feet to the point of commencement.

### PARCEL NINE:

Beginning 120 feet West from the Northeast Corner of Lot 6, Block 55, Plat "A", Salt Lake City Survey and running thence South 63.4 feet; thence West 45 feet; thence South 101.6 feet; thence East 1 rod; thence South 10 rods; thence West 1 rod; thence South 2 1/2 rods; thence West 10 rods; thence North 12 1/2 rods; thence East 31.6 feet; thence North 65 feet; thence West 3 feet; thence North 100 feet; thence East 181.4 feet, more or less to the point of beginning. EXCEPT for any portion of the above described land conveyed to James B. Mason, Ken M. Wright, and Alfred J. Newman, in Warranty Deed recorded September 2, 1982 in Book 5406, Page 1459.

### PARCEL TEN:

Commencing at the Southeast Corner of Lot 7, Block 55, Plat "A", Salt Lake City Survey; thence North 39 feet; thence West 9 rods; thence South 39 feet; thence East 9 rods to the point of beginning.

A.P.N. 16-06-178-005-0000 and 16-06-178-006-0000 and 16-06-178-007-0000 and 16-06-178-009-0000 and 16-06-178-010-0000 and 16-06-178-011-0000 and 16-06-178-017-0000 and 16-06-179-028-0000 and 16-06-179-010-0000