14066764 B: 11398 P: 338 Total Pages: 12 01/27/2023 03:47 PM By: salvarado Fees: \$40.00 Rashelle Hobbs, Recorder, Salt Lake County, Utah

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RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

Akerman LLP 50 N. Laura Street, Suite 3100 Jacksonville, Florida 32202 Attn: Christopher J. McCranie

DOCUMENT TITLE: ASSIGNMENT OF LEASES AND RENTS

ASSIGNOR: UNICO 205 EAST 200 SOUTH CENTER LLC, a

Delaware limited liability company, as assignor

ASSIGNEE: KAIROS CREDIT STRATEGIES OPERATING

PARTNERSHIP, LP, a Delaware limited partnership, as

assignee

LOCATION: 175 South 200 East, Salt Lake City, UT 84111

205 East 200 South, Salt Lake City, UT 84111

COUNTY: Salt Lake County, Utah

ASSESSOR'S PARCEL NOS: 16-06-129-022-0000

16-06-129-023-0000 16-06-129-024-0000

First American Title Insurance Company National Commercial Services NCS-1147212-CO

ASSIGNMENT OF LEASES AND RENTS

This **ASSIGNMENT OF LEASES AND RENTS** (this "<u>Assignment</u>") dated as of January 27, 2023 (the "<u>Effective Date</u>"), is made by **UNICO 205 EAST 200 SOUTH CENTER LLC**, a Delaware limited liability company ("<u>Assignor</u>" or "<u>Borrower</u>"), with its principal address at 1215 Fourth Avenue, Suite 600, Seattle, WA 98161, in favor of **KAIROS CREDIT STRATEGIES OPERATING PARTNERSHIP, LP**, a Delaware limited partnership ("<u>Assignee</u>"), the address of which is 30242 Esperanza, Rancho Santa Margarita, CA 92688.

WITNESSETH:

WHEREAS, pursuant to the terms of that certain Term Loan and Security Agreement dated as of the date hereof (as modified, amended and/or supplemented from time to time, the "Loan Agreement"), by and between Assignor, as borrower, and Assignee, as lender, Assignor has obtained a loan in the original principal amount of up to EIGHT MILLION ONE HUNDRED FORTY THOUSAND AND NO/100 DOLLARS (\$8,140,000.00) (the "Loan") from Assignee; and

WHEREAS, the Loan is evidenced by, among other things, that certain Promissory Note dated as of the date hereof (as modified, amended and/or supplemented from time to time, the "Note"), made by Assignor and payable to Assignee, in the original principal amount of the Loan; and

WHEREAS, the Loan is secured by, among other things, a first priority lien on Assignor's property evidenced by, among other things, (i) that certain Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated as of the date hereof (as modified, amended and/or supplemented from time to time, the "Security Instrument") given by Assignor in favor of Assignee, encumbering, among other things, certain real property situated in the County of Salt Lake, State of Utah, and more particularly therein and described on Exhibit A attached hereto (the "Property"), and (ii) by such other documents and instruments identified in the Loan Agreement as "Loan Documents" executed and delivered by Assignor and/or its Affiliates (the Loan Agreement, the Note, the Security Instrument, and such other documents and instruments, as the same may from time to time be amended, consolidated, renewed or replaced, being collectively referred to herein as, the "Loan Documents"); and

WHEREAS, any capitalized terms not otherwise defined herein shall have the meanings ascribed to such term in the Loan Agreement; and

NOW, THEREFORE, in consideration of the making of the loan evidenced by the Note by Assignee to Assignor, and as an additional source of payment of such loan, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, subject to the terms hereof, Assignor does hereby transfer, assign, pledge and convey to Assignee, and Assignee's successors and assigns, all of the right, title and interest of Assignor in and to:

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- (a) any and all leases, licenses, rental agreements, concessions and occupancy agreements of whatever form now or hereafter affecting all or any part of the Property and any and all guarantees, extensions, renewals, replacements and modifications thereof (collectively, as modified, amended and/or supplemented from time to time, the "Leases"); and
- (b) all deposits (whether for security or otherwise), rents, issues, profits, revenues, royalties, accounts, rights, benefits and income of every nature of and from the Property, including, without limitation, minimum rents, additional rents, termination payments, forfeited security deposits, liquidated damages following default and all proceeds payable under any policy of insurance covering loss of rents resulting from untenantability due to destruction or damage to the Property, together with the immediate and continuing right to collect and receive the same, whether now due or hereafter becoming due, and together with all rights and claims of any kind that Assignor may have against any Tenant (collectively, the "Rents").

TO HAVE AND TO HOLD the same unto Assignee, and Assignee's successors and assigns.

IT IS AGREED that, notwithstanding that this instrument is a present, absolute and executed assignment of the Rents and of the Leases and a present, absolute and executed grant of the powers herein granted to Assignee, Assignor is hereby permitted, and is hereby granted a license by Assignee, to retain possession of and act as landlord under the Leases and to collect and retain the Rents unless and until there shall exist an Event of Default under the terms of any of the Loan Documents. Upon the occurrence and during the continuance of such Event of Default (beyond any applicable notice and cure period) the aforementioned license granted to Assignor shall automatically terminate without notice to Assignor, and Assignee may thereafter, without taking possession of the Property, take possession of the Leases and collect the Rents. Further, from and after such termination, any Rents collected by Assignor shall be held in trust by Assignor for the sole and exclusive benefit of Assignee, and Assignor shall, within two (2) Business Days after receipt of any Rents, pay the same to Assignee to be applied by Assignee as hereinafter set forth. Furthermore, during the continuance of such Event of Default and termination of the aforementioned license, Assignee shall have the right and authority, without any notice whatsoever to Assignor and without regard to the adequacy of the security therefor, subject to the rights of tenants under any Leases, to: (a) make application to a court of competent jurisdiction for appointment of a receiver for all or any part of the Property, as particularly set forth in the Security Instrument, (b) manage and operate the Property, with full power to employ agents to manage the same; (c) demand, collect, receive and sue for the Rents, including without limitation those past due and unpaid; and (d) do all acts relating to such management of the Property, including, but not limited to, negotiation of new Leases, making adjustments of existing Leases, contracting and paying for repairs and replacements to the Improvements and to the fixtures, equipment and personal property located in the Improvements or used in any way in the operation, use and occupancy of the Property as in the sole but reasonable judgment of Assignee may be necessary to maintain the same in a tenantable condition, purchasing and paying for such additional furniture and equipment as in the sole judgment of Assignee may be necessary to maintain a proper rental income from the Property, employing necessary managers and other employees, purchasing fuel, providing utilities and paying for all other expenses incurred in the operation of the Property, maintaining adequate insurance coverage over hazards customarily insured against and paying the

premiums therefor. Assignee may apply the Rents received by Assignor from the Property, after deducting the costs of collection thereof, including, without limitation, reasonable attorneys' fees and a reasonable management fee for any management agent so employed, against amounts expended for repairs, upkeep, maintenance, service, fuel, utilities, taxes, assessments, insurance premiums and such other expenses as Assignee incurs in connection with the operation of the Property and against interest, principal, required escrow deposits and other sums which have or which may become due, from time to time, under the terms of the Loan Documents, in such order or priority as to any of the items so mentioned as Assignee, in Assignee's reasonable discretion, may determine. To the extent permitted by applicable law, the exercise by Assignee of the rights granted Assignee in this paragraph, and the collection of, the Rents and the application thereof as provided herein, shall not be considered a waiver by Assignee of any Event of Default under the Loan Documents or prevent foreclosure of any liens on the Property nor shall such exercise make Assignee liable under any of the Leases, Assignee hereby expressly reserving all of Assignee's rights and privileges under the Security Instrument and the other Loan Documents as fully as though this Assignment had not been entered into. Without limitation, Assignee shall have no rights under this paragraph unless an Event of Default exists.

Without limiting the rights granted hereinabove, in the event Assignor shall fail to make any payment or to perform any act required under the terms hereof and such failure shall not be cured within any applicable grace or cure period, then Assignee may, but shall not be obligated to, without prior notice to or demand on Assignor, and without releasing Assignor from any obligation hereof, make or perform the same in such manner and to such extent as Assignee may deem necessary to protect the security hereof, including specifically, without limitation, appearing in and defending any action or proceeding purporting to affect the security hereof or the rights or powers of Assignee, performing or discharging any obligation, covenant or agreement of Assignor under any of the Leases, and, in exercising any of such powers, paying all necessary actual out-ofpocket costs and expenses, employing counsel and incurring and paying reasonable attorneys' fees. Any actual out-of-pocket sums advanced or paid by Assignee for any such purpose, including, without limitation, reasonable attorneys' fees, together with interest thereon at the Default Interest Rate (as defined in the Note) (if such sums are not paid by Assignor within ten (10) days of written notice from Assignee) from the date paid or advanced by Assignee until repaid by Assignor, shall immediately be due and payable to Assignee by Assignor on demand and shall be secured by the Security Instrument and by all of the other Loan Documents securing all or any part of the indebtedness evidenced by the Note.

IT IS FURTHER AGREED that this Assignment is made upon the following terms, covenants and conditions:

1. This Assignment shall not operate to place responsibility for the control, care, management or repair of the Property upon Assignee, nor for the performance of any of the terms and conditions of any of the Leases, nor shall this Assignment operate to make Assignee responsible or liable for any waste committed on the Property by the Tenants or any other party or for any dangerous or defective condition of the Property or for any negligence in the management, upkeep, repair or control of the Property unless and until Assignee takes actual possession and control of the Property. Assignee shall not be liable for any loss sustained by Assignor resulting from Assignee's failure to let the Property or from any other act or omission of Assignee in

managing the Property except to the extent such loss is caused by the Assignee's gross negligence or willful misconduct. Assignor shall and does hereby indemnify and hold Assignee harmless from and against any and all liability, loss, claim, demand or damage (but excluding special, punitive, exemplary or other consequential damages, unless payable to a third party) incurred by reason of this Assignment except to the extent such loss is caused by the Assignee's gross negligence or willful misconduct, including, without limitation, claims or demands for security deposits from Tenants of space in the Improvements deposited with Assignor, and from and against any and all claims and demands whatsoever which may be asserted against Assignee by reason of any alleged obligations or undertakings on Assignee's part to perform or discharge any of the terms, covenants or agreements contained in any of the Leases, except to the extent such loss is caused by the Assignee's gross negligence or willful misconduct. Should Assignee incur any liability by reason of this Assignment or in defense of any claim or demand for loss or damage as provided above, the amount thereof, including, without limitation, actual out-of-pocket costs, expenses and reasonable attorneys' fees, together with interest thereof at the Default Interest Rate from the date paid or incurred by Assignee until repaid by Assignor, shall be due and payable to Assignee by Assignor promptly upon demand and shall be secured by the Security Instrument and by all of the other Loan Documents securing all or any part of the indebtedness evidenced by the Note. Notwithstanding the foregoing, Assignor shall have no obligation to indemnify Assignee for any matter that arises out of Assignee's gross negligence or willful misconduct.

- 2. This Assignment shall not be construed as making Assignee a mortgagee in possession.
- 3. Assignee is obligated to account to Assignor only for such Rents as are actually collected or received by Assignee.
- 4. Assignor hereby further presently and absolutely assigns to Assignee subject to the terms and provisions of this Assignment: (a) any award or other payment which Assignor may hereafter become entitled to receive with respect to any of the Leases as a result of or pursuant to any bankruptcy, insolvency or reorganization or similar proceedings involving the Tenants under such Leases; and (b) any and all payments made by or on behalf of any Tenant of any part of the Property in lieu of Rent. During the existence of an Event of Default by Assignor hereunder or under any of the other Loan Documents which has not been cured within any applicable grace or cure period, Assignor hereby irrevocably appoints Assignee as Assignee's attorney-in-fact to appear in any such proceeding and to collect any such award or payment, which power of attorney is coupled with an interest by virtue of this Assignment and is irrevocable so long as any sums are outstanding under the loan evidenced by the Note; provided, however, that Assignee may not exercise any rights under this paragraph unless an Event of Default has occurred and is continuing.
- 5. Assignor represents, warrants and covenants to and for the benefit of Assignee: (a) that Assignor now is (or with respect to any Leases not yet in existence, will be immediately upon the execution thereof) the absolute owner of the landlord's interest in the Leases, with full right and title to assign the same and the Rents due or to become due thereunder; (b) that, other than this Assignment, there are no outstanding assignments of the Leases or Rents; (c) that no Rents have been anticipated, discounted, released, waived, compromised or otherwise discharged except for prepayment of rent of not more than one (1) month prior to the accrual thereof; (d) to Assignor's

knowledge, that, as of the date hereof, there are no defaults now existing under any of the Leases by the landlord or Tenant, and there exists no state of facts which, with the giving of notice or passage of time or both, would constitute a default under any of the Leases by the landlord or Tenant, except as previously disclosed in writing to Assignee; (e) that Assignor has and shall duly and punctually observe and perform all covenants, conditions and agreements in the Leases in all material respects on the part of the landlord to be observed and performed thereunder (subject to good faith contest rights); and (f) the Leases are in full force and effect and are the valid and binding obligations of Assignor, and, to the knowledge of Assignor, are the valid and binding obligations of the Tenants thereto.

- Assignor covenants and agrees that Assignor shall not, without the prior written consent of Assignee: (a) exclusive of security deposits, accept any payment of Rent or installments of Rent for more than one (1) month in advance; (b) cancel or terminate any Lease (other than for non-payment of Rent or other material breach thereof) or amend or modify any Lease except as permitted pursuant to the Loan Agreement; (c) knowingly take or omit to take any action, right or option which would permit the Tenant under any Lease to cancel or terminate said Lease (provided that the foregoing shall not apply to any extension or as of right termination rights of Tenant); (d) anticipate, discount, release, waive, compromise or otherwise discharge any Rents payable or other obligations under the Leases other than in the ordinary course of business; (e) further pledge, transfer, mortgage or otherwise encumber or assign the Leases or future payments of Rents or incur any indebtedness, liability or other obligation to any Tenant under the Leases except as expressly prohibited under the Loan Agreement; or (f) permit any Lease to become subordinate to any lien other than the lien of the Security Instrument; provided, however, that Assignor may take any of the actions described in subsection (b) or (d) above so long as no Event of Default then exists and so long as such actions are taken by Assignor in the ordinary course of business and are consistent with sound customary leasing and management practices for similar properties.
- Assignor covenants and agrees that Assignor shall, at Assignor's sole cost and expense, appear in and defend any action or proceeding arising under, growing out of, or in any manner connected with the Leases or the obligations, duties or liabilities of the landlord or Tenant thereunder, and shall pay promptly on demand all actual out-of-pocket costs and expenses, including, without limitation, reasonable attorneys' fees, which Assignee may incur in connection with Assignee's appearance, voluntary or otherwise, in any such action or proceeding, together with interest thereon at the Default Rate from the date incurred by Assignee until repaid by Assignor if such sums are not paid within ten (10) days of written demand.
- 8. At any time, Assignee may, at Assignee's option, notify any Tenants or other parties of the existence of this Assignment. Assignor does hereby specifically agree to authorize, instruct and direct each and every present and future Tenant of the whole or any part of the Property to pay all unpaid and future Rents to Assignee upon receipt of demand from Assignee to so pay the same and Assignor hereby agrees that each such present and future Tenant may rely upon such written demand from Assignee to so pay said Rents without any inquiry into whether there exists an Event of Default hereunder or under the other Loan Documents or whether Assignee is otherwise entitled to said Rents. Assignor hereby waives any right, claim or demand which Assignor may now or hereafter have against any present or future Tenant by reason of such

payment of Rents to Assignee, and any such payment shall discharge such Tenant's obligation to make such payment to Assignor.

- 9. Assignee may take or release any security for the indebtedness evidenced by the Note, may release any party primarily or secondarily liable for the indebtedness evidenced by the Note, may grant extensions, renewals or indulgences with respect to the indebtedness evidenced by the Note and may apply any other security therefor held by Assignor to the satisfaction of any indebtedness evidenced by the Note without prejudice to any of Assignor's rights hereunder.
- Assignor's license is terminated, as referred to above, shall be without prejudice to Assignee. To the extent permitted by applicable law, the rights and remedies of Assignee hereunder and at law are cumulative and concurrent, may be pursued separately, successively or together and may be exercised as often as occasion therefor shall arise, it being agreed by Assignor that the exercise of any one or more of the rights provided for herein shall not be construed as a waiver of any of the other rights or remedies of Assignee, at law or in equity or otherwise, so long as any Assignor obligation under the Loan Documents remains unsatisfied.
- All rights of Assignee hereunder shall inure to the benefit of Assignee's successors and assigns (without implying Assignor's consent to any transfer of any of the Property in violation of the Loan Agreement or any of the other Loan Documents); and all obligations of Assignor shall bind Assignor's successors and assigns and any subsequent owner or owners of the Property. All rights of Assignee in, to and under this Assignment shall pass to and may be exercised by any assignee of such rights of Assignee. Assignor hereby agrees that if Assignee gives notice to Assignor of an assignment of said rights, upon such notice the liability of Assignor to the assignee of the Assignee shall be immediate and absolute. Assignor will not set up any claim against Assignee or any intervening assignee as a defense, counterclaim or setoff to any action brought by Assignee or any intervening assignee for any amounts due hereunder or for possession of or the exercise of rights with respect to the Leases or the Rents unless otherwise required by applicable law; provided the foregoing shall not be deemed a waiver of Assignor's right to assert any compulsory claim, defense, setoff, counterclaim or crossclaim of any nature whatsoever against Assignee in any separate action or proceeding.
- 12. It shall be an Event of Default hereunder and under the Loan Agreement (a) if any representation or warranty made herein by Assignor shall have been false or misleading in any material respect at the time made, or (b) (x) upon any failure by Assignor to comply with the provisions of Section 6 above or (y) upon any failure by Assignor in the performance or observance of any other covenant or condition hereof and, to the extent such failure described in this subsection (b) is susceptible of being cured, the continuance of such failure for thirty (30) days after such Event of Default; provided, however, that if such default described in this subsection (b) is susceptible of cure but such cure cannot be accomplished with reasonable diligence within said period of time, and if Assignor commences to cure such default promptly after receipt of notice thereof from Assignee, and thereafter prosecutes the curing of such default with reasonable diligence, such period of time shall be extended for such period of time as may be necessary to cure such default with reasonable diligence, but not to exceed an additional ninety (90) days. Any such default not so cured shall be a default or an Event of Default, as applicable, under the Loan

Agreement, entitling Assignee to exercise any or all rights and remedies available to Assignee under the terms hereof or of any or all of the other Loan Documents.

- 13. Failure by Assignee to exercise any right which Assignee may have hereunder shall not be deemed a waiver thereof unless so agreed in writing by Assignee, and the waiver by Assignee of any default hereunder shall not constitute a continuing waiver or a waiver of any other default or of the same default on any future occasion. No collection by Assignee of any Rents pursuant to this Assignment shall constitute or result in a waiver of any default then existing hereunder or under any of the other Loan Documents.
- 14. If any provision under this Assignment or the application thereof to any entity, person or circumstance shall be invalid, illegal or unenforceable to any extent, the remainder of this Assignment and the application of the provisions hereof to other entities, persons or circumstances shall not be affected thereby and shall be enforced to the fullest extent permitted by law
- 15. This Assignment may not be amended, modified or otherwise changed except by a written instrument duly executed by Assignor and Assignee.
- 16. This Assignment shall be in full force and effect continuously from the date hereof to and until the Security Instrument shall be released of record, and the release of the Security Instrument shall, for all purposes, automatically terminate this Assignment and render this Assignment null and void and of no effect whatsoever.
- 17. All notices, demands, requests or other communications to be sent by one party to the other hereunder or required by law shall be given and become effective as provided in the Loan Agreement.
- 18. IN ALL RESPECTS, INCLUDING, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE, THIS ASSIGNMENT AND THE LOAN, AS A WHOLE, AND THE OBLIGATIONS ARISING HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK (WITHOUT REGARD TO ANY PRINCIPLES OF CONFLICT OF LAWS), AND ANY APPLICABLE LAW OF THE UNITED STATES OF AMERICA, EXCEPT THAT AT ALL TIMES (I) THE PROVISIONS FOR THE CREATION, PERFECTION, PRIORITY AND PROCEDURES RELATING TO THE ENFORCEMENT OF THE LIENS AND SECURITY INTERESTS CREATED PURSUANT HERETO WITH RESPECT TO THE PROPERTY (OTHER THAN THAT DESCRIBED IN SUBPARAGRAPH II BELOW) SHALL BE GOVERNED BY AND CONSTRUED ACCORDING TO THE LAW OF THE STATE OF UTAH AND (II) WITH RESPECT TO THE PERFECTION, PRIORITY AND ENFORCEMENT OF THE LIENS AND SECURITY INTERESTS CREATED BY THIS ASSIGNMENT IN PROPERTY WHOSE PERFECTION AND PRIORITY IS COVERED BY ARTICLE 9 OF THE UCC (INCLUDING, WITHOUT LIMITATION, THE ACCOUNTS), THE LAW OF THE JURISDICTION APPLICABLE IN ACCORDANCE WITH SECTIONS 9-301 THROUGH 9-307 OF THE UCC AS IN EFFECT IN THE STATE

OF UTAH SHALL GOVERN. TO THE FULLEST EXTENT PERMITTED BY LAW, BORROWER HEREBY UNCONDITIONALLY AND IRREVOCABLY WAIVES ANY CLAIM TO ASSERT THAT THE LAW OF ANY OTHER JURISDICTION GOVERNS THIS ASSIGNMENT AND THE LOAN, AND THIS ASSIGNMENT AND THE LOAN SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK PURSUANT TO SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW EXCEPT AS SPECIFICALLY SET FORTH ABOVE. THE PARTIES AGREE THAT THE STATE OF NEW YORK HAS A SUBSTANTIAL RELATIONSHIP TO THE PARTIES AND TO THE UNDERLYING TRANSACTIONS EMBODIED BY THE LOAN DOCUMENTS. ASSIGNOR AGREES TO FURNISH TO ASSIGNEE AT ASSIGNEE'S DESIGNATED OFFICE OR AGENT IN NEW YORK, NEW YORK ALL FURTHER INSTRUMENTS, CERTIFICATIONS AND DOCUMENTS TO BE FURNISHED HEREUNDER, IF ANY.

- 19. This Assignment may be executed in any number of counterparts, each of which shall be effective only upon delivery and thereafter shall be deemed an original, and all of which shall be taken to be one and the same instrument, for the same effect as if all parties hereto had signed the same signature page. Any signature page of this Assignment may be detached from any counterpart of this Assignment without impairing the legal effect of any signatures thereon and may be attached to another counterpart of this Assignment identical in form hereto but having attached to it one or more additional signature pages.
- 20. In addition to, but not in lieu of, any other rights hereunder, to the extent permitted by applicable law, Assignee shall have the right to institute suit and obtain a protective or mandatory injunction against Assignor to prevent a breach or default, or to reinforce the observance, of the agreements, covenants, terms and conditions contained herein, as well as the right to actual out-of-pocket damages (but excluding special, punitive, exemplary or other consequential damages, unless payable to a third party) occasioned by any breach or default by Assignor.
- 21. This Assignment shall continue and remain in full force and effect during any period of foreclosure with respect to the Property.
- Assignor hereby covenants and agrees that Assignee shall be entitled to all of the rights, remedies and benefits available by statute, at law, in equity or as a matter of practice for the enforcement and perfection of the intents and purposes hereof. Assignee shall, as a matter of absolute right, be entitled, upon application to a court of applicable jurisdiction, and without notice to Assignor, to the appointment of a receiver to obtain and secure the rights of Assignee hereunder and the benefits intended to be provided to Assignee hereunder.
- 23. In connection with any action arising from or in connection with this Assignment, the prevailing party shall be entitled to an award of its actual out-of-pocket costs and expenses, including reasonable attorneys' fees (including but not limited to reasonable appellate fees and reasonable fees for all paralegals, legal assistants and other paraprofessionals) and disbursements, incurred or paid before and at trial or any other proceeding which may be instituted, at any tribunal level, and whether or not suit or any other proceeding is instituted.

24. WAIVER OF JURY TRIAL.

- a. THE ASSIGNOR AND ASSIGNEE HEREBY WAIVE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED UPON, OR RELATED TO, THE SUBJECT MATTER OF THIS ASSIGNMENT. THIS WAIVER IS KNOWINGLY, INTENTIONALLY, AND VOLUNTARILY MADE BY THE ASSIGNOR AND ASSIGNEE, AND THE ASSIGNOR AND ASSIGNEE ACKNOWLEDGE THAT NO PERSON ACTING ON BEHALF OF ANOTHER PARTY TO THIS AGREEMENT HAS MADE ANY REPRESENTATIONS OF FACT TO INDUCE THIS WAIVER OF TRIAL BY JURY OR IN ANY WAY TO MODIFY OR NULLIFY ITS EFFECT. THE ASSIGNOR AND ASSIGNEE FURTHER ACKNOWLEDGE THAT EACH HAS BEEN REPRESENTED (OR HAS HAD THE OPPORTUNITY TO BE REPRESENTED) IN THE SIGNING OF THIS ASSIGNMENT AND IN THE MAKING OF THIS WAIVER BY INDEPENDENT LEGAL COUNSEL, SELECTED OF ITS OWN FREE WILL, AND THAT IT HAS HAD THE OPPORTUNITY TO DISCUSS THIS WAIVER WITH COUNSEL.
- 25. This Assignment shall not be construed more strictly against one party than against the other merely by virtue of the fact that this Assignment may have been physically prepared by one of the parties, or such party's counsel, it being agreed that all parties and their respective counsel have mutually participated in the negotiation and preparation of this Assignment.
- 26. All rights and remedies granted to Assignee under the Loan Documents shall be in addition to and cumulative of all rights and remedies granted to Assignee hereunder.
- 27. ASSIGNOR ACKNOWLEDGES AND AGREES THAT THE LOAN IS STRICTLY A COMMERCIAL LOAN AND THE TRANSACTIONS CONTEMPLATED BY THIS ASSIGNMENT AND THE LOAN DOCUMENTS ARE STRICTLY COMMERCIAL TRANSACTIONS, AND ASSIGNOR WAIVES AND RENOUNCES ALL HOMESTEAD EXEMPTION RIGHTS AND SIMILAR RIGHTS AS TO THE OBLIGATIONS UNDER THIS ASSIGNMENT AND THE LOAN DOCUMENTS OR ANY RENEWAL OR EXTENSION THEREOF.
- State Law Provisions. All rights, powers and remedies provided in this Assignment may be exercised only to the extent that the exercise thereof does not violate any applicable provisions of law and are intended to be limited to the extent necessary so that they will not render this Assignment invalid or unenforceable. In addition to the foregoing, this Assignment is subject to the Utah Uniform Assignment of Rents Act, Utah Code Ann. §§57-26-101 et seq. ("Rents Act"), and in the event of any conflict or inconsistency between the provisions of this Assignment and the provisions of the Rents Act, the provisions of the Rents Act shall control.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE FOLLOWS.]

IN WITNESS WHEREOF, Assignor has executed this Assignment under seal as of the day and year first above written.

ASSIGNOR:

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

> > By: Unico Investment Group LLC, a Delaware limited liability company, Managing Member

> > > Name: Courtney Jolicoeur
> > > Title: Chief Financial Officer

STATE OF	WASHINGTON)
) ss
COUNTY O	F KING)

I certify that I know or have satisfactory evidence that <u>Courtney Jolicoeur</u> 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 <u>Chief Financial Officer</u> 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 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 <u>12th</u> day of <u>fan</u>	L'arelone Valione
CAROLYN FALCONE NOTARY PUBLIC STATE OF WASHINGTON License Number 58608 My Commission Expires October 15, 2023	Name (printed or typed) NOTARY PUBLIC in and for the State of Washington, residing at

SIGNATURE PAGE TO ASSIGNMENT OF LEASES AND RENTS (UNICO 205 EAST 200 SOUTH CENTER LLC)

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

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.

Said property is also known by the street address of: Parcel 1: 175 South 200 East, Salt Lake City, UT 84111 Parcels 2 and 3: 205 East 200 South, Salt Lake City, UT 84111

Tax parcel numbers: 16-06-129-022-0000, 16-06-129-023-0000 and 16-06-129-024-0000

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