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**SUBORDINATION, ASSIGNMENT
AND SECURITY AGREEMENT
(Master Lease)**

**Subordination, Assignment and Security
Agreement (Master Lease)
Fannie Mae**

**Form 6446.ML
12-17**

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**SUBORDINATION, ASSIGNMENT
AND SECURITY AGREEMENT
(Master Lease)**

This SUBORDINATION, ASSIGNMENT AND SECURITY AGREEMENT (this "**Assignment**") is made and entered into as of March 13, 2018, by and among (i) Fox Creek Management, LLC, a Delaware limited liability company ("**Borrower**"), (ii) Berkadia Commercial Mortgage LLC, a Delaware limited liability company ("**Lender**"), and (iii) Cheyenne Mission, LLC, a Wyoming limited liability company ("**Master Lessee**").

RECITALS:

A. Pursuant to that certain Multifamily Loan and Security Agreement dated as of the date hereof, executed by and between Borrower and Lender (as amended, restated, replaced, supplemented or otherwise modified from time to time, the "**Loan Agreement**"), Lender has agreed to make a loan to Borrower in the original principal amount of \$16,223,000.00 (the "**Mortgage Loan**"), as evidenced by, among other things, that certain Multifamily Note dated as of the date hereof, executed by Borrower and made payable to Lender in the amount of the Mortgage Loan (as amended, restated, replaced, supplemented or otherwise modified from time to time, the "**Note**").

B. In addition to the Loan Agreement, the Mortgage Loan and the Note are also secured by, among other things, a certain Multifamily Mortgage, Deed of Trust or Deed to Secure Debt dated as of the date hereof (as amended, restated, replaced, supplemented or otherwise modified from time to time, the "**Security Instrument**").

C. Borrower is the owner of a multifamily residential property known as Fox Creek Apartments, and located at 1656 North Hill Field Road, Layton, Utah, 84041 as more particularly described in the Security Instrument (the "**Mortgaged Property**"). A legal description of the Mortgaged Property is attached hereto as Exhibit A.

D. Master Lessee is the master lessee of the Mortgaged Property pursuant to that certain Master Lease dated March 13, 2018 between Borrower and Master Lessee (as may be hereinafter amended and modified from time to time, the "**Master Lease**").

E. Lender requires and Master Lessee is willing to subordinate its right, title and interest to and under the Master Lease to the Loan Agreement and the Security Instrument and to assign all of its interest, as applicable, in Leases, Rents, Personalty, and Accounts to Lender as additional security for the Mortgage Loan.

AGREEMENTS:

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, Borrower, Lender and Master Lessee agree as follows:

1. Definitions; Parties.

(a) Capitalized terms used and not specifically defined herein have the meanings given to such terms in the Loan Agreement or the Security Instrument, as applicable. The following terms, when used in this Assignment, have the following meanings:

“**Accounts**” means all money, funds, investment property, accounts, general intangibles, deposit accounts, chattel paper, documents, instruments, judgments, claims, settlements of claims, causes of action, refunds, rebates, reimbursements, reserves, deposits, subsidies, proceeds, products, rents and profits, now or hereafter arising, received or receivable, from or on account of the management and operation of the Mortgaged Property.

“**Event of Default**” has the meaning as defined in Section 7 of this Assignment.

“**Goods**” means all of the following that are (a) located on the Mortgaged Property, (b) used or intended to be used now or in the future in connection with the management or operation of the Mortgaged Property, or (c) held or generated by Master Lessee specifically with respect to the Mortgaged Property: all inventory; furniture; furnishings; machinery, equipment, engines, boilers, incinerators, and installed building materials; systems and equipment for the purpose of supplying or distributing heating, cooling, electricity, gas, water, air or light; antennas, cable, wiring, and conduits used in connection with radio, television, security, fire prevention, or fire detection, or otherwise used to carry electronic signals; telephone systems and equipment; elevators and related machinery and equipment; fire detection, prevention and extinguishing systems and apparatus; security and access control systems and apparatus; plumbing systems; water heaters, ranges, stoves, microwave ovens, refrigerators, dishwashers, garbage disposers, washers, dryers and other appliances; light fixtures, awnings, storm windows and storm doors; pictures, screens, blinds, shades, curtains, and curtain rods; mirrors, cabinets, paneling, rugs, and floor and wall coverings; fences, trees and plants; swimming pools; exercise equipment; supplies; tools; books and records (whether in written or electronic form); websites, URLs, blogs and social network pages; computer equipment (hardware and software); leasehold improvements or related furniture and equipment; including all present and future parts, additions, accessories, replacements, attachments, accessions, replacement parts and substitutions of the foregoing, and the proceeds thereof (cash and non-cash, including insurance proceeds); and any other equipment, supplies or furniture owned by Master Lessee and leased to any third party service provider or any other tenant or manager of the Mortgaged Property; and other tangible personal property which is used now or in the future in connection with the management or operation of the Mortgaged Property or is located on the Mortgaged Property.

“**Land**” means the land described in Exhibit A.

“**Master Lease**” has the meaning as defined in the Recitals above.

“**Master Lease Rent**” means any rent, fees or other sums due or to become due under the Master Lease.

“**Mortgage Loan**” has the meaning as defined in the Recitals above.

“**Mortgaged Property**” has the meaning as defined in Recital C above.

“**Operating Covenants**” means all terms, conditions, provisions, requirements, representations, and affirmative and negative covenants of the Loan Documents relating to the use and operation of the Mortgaged Property, which also shall be deemed to run directly to the Master Lessee.

“**Personalty**” means all Goods, accounts, choses of action, chattel paper, documents, general intangibles (including software), payment intangibles, instruments, investment property, letter of credit rights, supporting obligations, computer information, source codes, object codes, records and data, all telephone numbers or listings, claims (including claims for indemnity or breach of warranty), deposit accounts and other property or assets of any kind or nature related to the Mortgaged Property now or in the future, and all other intangible property and rights relating to the management or operation of, or used in connection with, the Mortgaged Property, including all governmental permits relating to any activities on the Mortgaged Property.

“**UCC Collateral**” means, collectively, the Master Lease, any of the Accounts, Leases, Personalty, contracts, and Rents which, under applicable law, may be subject to a security interest under the UCC, whether acquired now or in the future and all products and cash and non-cash proceeds thereof.

(b) Any assignment of Leases, Rents, Personalty, contracts, and Accounts made under this Assignment shall be to the extent such Master Lessee has an interest in such Leases, Rents, Personalty, contracts, and Accounts. Any representation, warranty or covenant made by Master Lessee under this Assignment shall be to the extent that Master Lessee has a present or hereinafter acquired interest in the Mortgaged Property, UCC Collateral or Master Lease, as applicable.

2. Uniform Commercial Code Security Agreement.

(a) To secure to Lender, the performance of the covenants and agreements of Master Lessee contained in this Assignment, Master Lessee hereby pledges, assigns, and grants to Lender a continuing security interest in the UCC Collateral. This Assignment constitutes a security agreement and a financing statement under the UCC. Master Lessee hereby authorizes Lender to file financing statements, continuation statements and financing statement amendments in such form as Lender may require to perfect or continue the perfection of this security interest without the signature of Master Lessee. If an Event of Default has occurred and is continuing, Lender shall have the remedies of a secured party under the UCC or otherwise provided at law or in equity, in addition to all remedies provided by this Assignment. Lender may exercise any or all of its remedies against the UCC Collateral separately or together, and in any order, without in any way affecting the availability or validity of Lender’s other remedies. For purposes of the UCC, the debtor is Master Lessee and the secured party is Lender. The name and address of the debtor and secured party are set forth after Master Lessee’s signature below which are the addresses from which information on the security interest may be obtained.

(b) Master Lessee represents and warrants that: (1) Master Lessee maintains its chief executive office at the location set forth after Master Lessee’s signature below, and Master

Lessee shall notify Lender in writing of any change in its chief executive office within five (5) days of such change; (2) Master Lessee's state of incorporation, organization, or formation, if applicable, is as set forth on Page 1 of this Assignment; (3) Master Lessee's exact legal name is as set forth on Page 1 of this Assignment; (4) Master Lessee's organizational identification number, if applicable, is as set forth after Master Lessee's signature below; (5) Master Lessee is the owner of the UCC Collateral subject to no liens, charges or encumbrances other than the lien hereof; (6) except as expressly provided in the Loan Agreement, the UCC Collateral will not be removed from the Mortgaged Property without the consent of Lender; and (7) no financing statement covering any of the UCC Collateral or any proceeds thereof is on file in any public office except pursuant hereto or pursuant to the other Loan Documents.

(c) All property of every kind acquired by Master Lessee after the date of this Assignment which by the terms of this Assignment shall be subject to the lien and the security interest created hereby, shall immediately upon the acquisition thereof by Master Lessee and without further conveyance or assignment become subject to the lien and security interest created by this Assignment. Nevertheless, Master Lessee shall execute, acknowledge, deliver and record or file, as appropriate, all and every such further security agreements, financing statements, assignments and assurances as Lender shall require for accomplishing the purposes of this Assignment and to comply with the re-recording requirements of the UCC.

3. Assignment of Leases and Rents; Appointment of Receiver; Lender in Possession.

(a) As part of the consideration for Lender's approval of the Master Lease, Master Lessee absolutely and unconditionally assigns and transfers to Lender any interest it has in all Leases and Rents. It is the intention of Master Lessee to establish present, absolute and irrevocable transfers and assignments to Lender of all Rents and to authorize and empower Lender to collect and receive all Rents without the necessity of further action on the part of Master Lessee. Master Lessee and Lender intend these assignments of Leases and Rents to be effective immediately and to constitute absolute present assignments, and not assignments for additional security only. However, if these present, absolute and unconditional assignments of Leases and Rents are not enforceable by their terms under the laws of the Property Jurisdiction, then it is the intention of Master Lessee that in this circumstance this Assignment create and perfect a lien on Leases and Rents in favor of Lender to secure the obligations of Master Lessee under this Assignment and Borrower's obligations under the Loan Documents, which lien shall be effective as of the date of this Assignment.

(b) Until an Event of Default has occurred and is continuing, but subject to the limitations set forth in this Assignment, Master Lessee shall have a revocable license to exercise all rights, power and authority granted to Master Lessee under the Leases (including the right, power and authority to modify the terms of any Lease, extend or terminate any Lease, or enter into a new Lease (other than a Master Lease), subject to the limitations set forth in this Assignment and the Loan Agreement), and to collect and receive all Rents, to hold all Rents in trust for the benefit of Lender, and, if applicable, to apply all Rents to pay the Master Lease Rent, and to pay the current costs and expenses of managing, operating and maintaining the Mortgaged Property, including utilities and Impositions (to the extent not included in Imposition Deposits),

tenant improvements and other capital expenditures. So long as no Event of Default has occurred and is continuing (and no event which, with the giving of notice or the passage of time, or both, would constitute an Event of Default has occurred and is continuing), the Rents remaining after application pursuant to the preceding sentence may be retained and distributed by Master Lessee free and clear of, and released from, Lender's rights with respect to Rents under this Assignment.

(c) If an Event of Default has occurred and is continuing, without the necessity of Lender entering upon and taking and maintaining control of the Mortgaged Property directly, by a receiver, or by any other manner or proceeding permitted by the laws of the Property Jurisdiction, the revocable license granted to Master Lessee pursuant to Section 3(b) shall automatically terminate, and Lender shall immediately have all rights, powers and authority granted to Master Lessee under any Lease (including the right, power and authority to modify the terms of any such Lease, or extend or terminate any such Lease) and, without notice, Lender shall be entitled to all Rents as they become due and payable, including Rents then due and unpaid. During the continuance of an Event of Default, Master Lessee authorizes Lender to collect, sue for and compromise Rents and directs each resident or tenant of the Mortgaged Property to pay all Rents to, or as directed by, Lender, and Master Lessee shall, upon Master Lessee's receipt of any Rents from any sources, pay the total amount of such receipts to Lender. Although the foregoing rights of Lender are self-effecting, at any time during the continuance of an Event of Default, Lender may make demand for all Rents, and Lender may give, and Master Lessee hereby irrevocably authorizes Lender to give, notice to all residents or tenants of the Mortgaged Property instructing them to pay all Rents to Lender. No resident or tenant shall be obligated to inquire further as to the occurrence or continuance of an Event of Default, and no resident or tenant shall be obligated to pay to Master Lessee any amounts that are actually paid to Lender in response to such a notice. Any such notice by Lender shall be delivered to each resident or tenant personally, by mail or by delivering such demand to each rental unit.

(d) If an Event of Default has occurred and is continuing, Lender may, regardless of the adequacy of Lender's security or the solvency of Master Lessee, and even in the absence of waste, enter upon, take and maintain full control of the Mortgaged Property, and may exclude Master Lessee and its agents and employees therefrom, in order to perform all acts that Lender, in its discretion, determines to be necessary or desirable for the operation and maintenance of the Mortgaged Property, including the execution, cancellation or modification of Leases, the collection of all Rents (including through use of a lockbox arrangement, cash management arrangement or depository agreement, at Lender's election), the making of repairs to the Mortgaged Property and the execution or termination of contracts providing for goods or services at or otherwise in connection with the operation, use or maintenance of the Mortgaged Property, paying fees and out-of-pocket expenses of attorneys, accountants, inspectors and consultants, obtaining (or force-placing) the insurance required by the Loan Documents, for the purposes of enforcing the assignments of Leases and Rents, protecting the Mortgaged Property or the security of this Assignment and the Mortgage Loan, or for such other purposes as Lender in its discretion may deem necessary or desirable.

(e) Notwithstanding any other right provided Lender under this Assignment or any other Loan Document, if an Event of Default has occurred and is continuing, and regardless of the adequacy of Lender's security or Master Lessee's solvency, and without the necessity of giving prior notice (oral or written) to Master Lessee, Lender may apply to any court having jurisdiction for the appointment of a receiver for the Mortgaged Property to take any or all of the actions set forth in Section 3(d). If Lender elects to seek the appointment of a receiver for the Mortgaged Property at any time after an Event of Default has occurred and is continuing, Master Lessee, by its execution of this Assignment, expressly consents to the appointment of such receiver, including the appointment of a receiver *ex parte*, if permitted by applicable law. Master Lessee consents to shortened time consideration of a motion to appoint a receiver. Lender or the receiver, as applicable, shall be entitled to receive a reasonable fee for managing the Mortgaged Property and such fee shall become an additional part of the Indebtedness. Immediately upon appointment of a receiver or Lender's entry upon and taking possession and control of the Mortgaged Property, possession of the Mortgaged Property and all documents, records (including records on electronic or magnetic media), accounts, surveys, plans and specifications relating to the Mortgaged Property, and all security deposits and prepaid Rents, shall be surrendered to Lender or the receiver, as applicable. If Lender or receiver takes possession and control of the Mortgaged Property, Lender or receiver may exclude Master Lessee and its representatives from the Mortgaged Property.

(f) The acceptance by Lender of the assignments of the Leases and Rents pursuant to this Section 3 shall not at any time or in any event obligate Lender to take any action under this Assignment or to expend any money or to incur any expense. Lender shall not be liable in any way for any injury or damage to person or property sustained by any Person in, on or about the Mortgaged Property, provided that Lender shall not be released from liability that occurs as a result of Lender's gross negligence or willful misconduct as determined by a court of competent jurisdiction pursuant to a final, non-appealable court order. Prior to Lender's actual entry upon and taking possession and control of the Land and Improvements, Lender shall not be:

- (1) obligated to perform any of the terms, covenants and conditions contained in any Lease (or otherwise have any obligation with respect to any Lease);
- (2) obligated to appear in or defend any action or proceeding relating to any Lease or the Mortgaged Property; or
- (3) responsible for the operation, control, care, management or repair of the Mortgaged Property or any portion of the Mortgaged Property.

(g) Lender shall be liable to account only to Borrower and Master Lessee and only for Rents actually received by Lender. Lender shall not be liable to Borrower or Master Lessee, anyone claiming under or through Borrower, Master Lessee or anyone having an interest in the Mortgaged Property by reason of any act or omission of Lender under this Section 3, and Borrower and Master Lessee hereby release and discharge Lender from any such liability to the fullest extent permitted by law, provided that Lender shall not be released from liability that occurs as a result of Lender's gross negligence or willful misconduct as determined by a court of competent jurisdiction pursuant to a final, non-appealable court order. If the Rents are not

sufficient to meet the costs of taking control of and managing the Mortgaged Property and collecting the Rents, any funds expended by Lender for such purposes shall be added to, and become a part of, the principal balance of the Indebtedness (and secured by this Assignment and the Security Instrument), be immediately due and payable, and bear interest at the Default Rate from the date of disbursement until fully paid. Any entering upon and taking control of the Mortgaged Property by Lender or the receiver, and any application of Rents as provided in this Assignment, shall not cure or waive any Event of Default or invalidate any other right or remedy of Lender under applicable law or provided for in this Assignment or any Loan Document.

(h) Borrower and Master Lessee acknowledge and agree that the exercise by Lender of any of the rights conferred in this Assignment shall not be construed to make Lender a mortgagee-in-possession of the Mortgaged Property so long as Lender has not itself entered into actual possession of the Land and Improvements.

4. Subordination to Mortgage Lien.

The Master Lease is and shall be subject and subordinate to the liens, terms, covenants and conditions of this Assignment, the Security Instrument and the other Loan Documents, and to all renewals, modifications, consolidations, replacements and extensions thereof, and to all advances heretofore made or which may hereafter be made pursuant to the Security Instrument (including all sums advanced for the purposes of (a) protecting or further securing the lien of the Security Instrument, curing defaults by Borrower under the Loan Documents or for any other purposes expressly permitted by the Security Instrument, or (b) constructing, renovating, repairing, furnishing, fixturing or equipping the Mortgaged Property).

5. Master Lessee Representations and Warranties.

Master Lessee represents and warrants to Lender as follows as of the date of this Assignment:

- (a) Master Lessee has unconditionally accepted delivery of the Mortgaged Property pursuant to the terms of the Master Lease;
- (b) the Master Lease terms set forth on Exhibit B are true and correct;
- (c) the Master Lease does not provide for free Master Lease Rent, partial Master Lease Rent, Master Lease Rent concessions of any kind, the advance payment of Master Lease Rent other than as set forth in Section 6(k), or Master Lease Rent abatement or offsetting of Master Lease Rent;
- (d) no Master Lease Rent has been paid for more than thirty (30) days in advance;
- (e) all required payments of Master Lease Rent have been made prior to the date hereof;

(f) Master Lessee has fully inspected the Mortgaged Property and found the same to be as required by the Master Lease in good order and repair, and all conditions and duties of an inducement nature under the Master Lease to be performed by Borrower have been satisfied, including payment to Master Lessee of any Borrower contributions for improvements, completion by Borrower of the construction of any improvements to be constructed by Borrower, and payment to Master Lessee of any consulting fees;

(g) Master Lessee has no options to purchase, right of first refusal to purchase, or right of first offer to purchase under the Master Lease or with respect to the Mortgaged Property or any part thereof, except as set forth on Exhibit B;

(h) Master Lessee has not assigned or sublet its interest in the Master Lease or the Mortgaged Property, except for the Leases entered into in accordance with the Master Lease and previously disclosed to Lender, and is now the sole owner of the interest or leasehold estate created by the Master Lease;

(i) as of the date of this Assignment, to Master Lessee's knowledge, no party is in default under any of the terms, conditions, provisions or agreements of the Master Lease and Master Lessee has no offsets, claims or defenses against Borrower with respect to the Master Lease;

(j) Master Lessee has paid the Master Lease Security Deposit set forth on Exhibit B to Borrower, if any;

(k) Master Lessee has not executed any prior assignment of Leases and Rents that is currently in effect;

(l) Master Lessee has received from Borrower and reviewed a fully executed copy of the Loan Agreement and each of the other Loan Documents that set forth the Operating Covenants;

(m) all conditions precedent to the effectiveness of the Master Lease have been fully satisfied and the Master Lease is in full force and effect;

(n) a true, correct and complete copy of the Master Lease has been provided to Lender;

(o) the Master Lease has not been modified, supplemented or amended in any way; there are no other agreements concerning the Mortgaged Property, whether oral or written, between Borrower and Master Lessee;

(p) Master Lessee has not delivered or received any notices of default under the Master Lease; to the best of the Master Lessee's knowledge, there is no default by Borrower or Master Lessee under the Master Lease, nor has any event or omission occurred which, with the giving of notice or the lapse of time, or both, would constitute a default under the Master Lease;

(q) Master Lessee has not received written notice that it is in violation of any governmental law or regulation with respect to the Mortgaged Property and has no reason to believe that there are grounds for any claim of any such violation;

(r) Master Lessee consents to the execution and delivery by Borrower to Lender of the Security Instrument assigning Borrower's rights in and to the Master Lease and the recording of same in the applicable real property records;

(s) Master Lessee consents to the execution and delivery by Borrower, and the filing or recording in the appropriate public records, of such additional documents and instruments as Lender may deem necessary or desirable to establish, perfect and maintain a lien upon and against Borrower's said interests, including Uniform Commercial Code financing statements and such other documents, instruments and agreements as Lender may deem necessary or desirable in connection with the creation, grant, maintenance or enforcement of the lien, including any document or instrument executed in connection with any renewal, extension or modification of such lien;

(t) Master Lessee has not at any time engaged in, caused or permitted any Prohibited Activities or Conditions other than Prohibited Activities or Conditions that are the subject of an O&M Plan approved in writing by Lender; to Master Lessee's knowledge, no Prohibited Activities or Conditions exist or have existed on the Mortgaged Property; and Master Lessee has complied with all Environmental Laws, including all requirements for notification regarding the presence of or any releases of Hazardous Materials;

(u) Master Lessee has not filed and is not subject to any filing for bankruptcy or reorganization under any applicable bankruptcy or insolvency laws;

(v) Master Lessee is duly organized, validly existing and qualified to transact business in the Property Jurisdiction;

(w) Master Lessee has the requisite power and authority to carry on its business as now conducted and as contemplated to be conducted in connection with the performance of its obligations under this Assignment; and

(x) the execution, delivery and performance of this Assignment have been duly authorized by all necessary action and proceedings by or on behalf of Master Lessee, and no further approvals or filings of any kind, including any approval of or filing with any Governmental Authority, are required by or on behalf of Master Lessee as a condition to the valid execution, delivery and performance by Master Lessee of the Master Lease and this Assignment.

6. Master Lessee Covenants.

Master Lessee covenants with Lender that during the term of this Assignment:

(a) except as otherwise provided for in the Loan Documents, Master Lessee shall not transfer the responsibility for the operation and management of the Mortgaged Property;

(b) Master Lessee shall cooperate with Lender, including attendance at any meetings requested by Lender (after reasonable prior notice), and, as required by the Loan Documents, furnishing financial statements of Master Lessee in connection with the operation of the Mortgaged Property and operating statements for the Mortgaged Property, and allowing Lender to undertake inspections of the Mortgaged Property;

(c) Master Lessee shall comply with all Operating Covenants set forth in the Loan Documents;

(d) if, by reason of its exercise of any right or remedy under the Master Lease, Master Lessee acquires by right of subrogation or otherwise a lien on the Mortgaged Property which (but for this subsection) would be senior to the lien of the Security Instrument, then, in that event, such lien shall be subject and subordinate to the lien of the Security Instrument and this Assignment;

(e) until Master Lessee receives notice (or otherwise acquires actual knowledge) of an Event of Default, Master Lessee shall be entitled to retain for its own account any payments or fees made pursuant to the Master Lease, subject to the terms of this Assignment provided that if Master Lessee is an Affiliated Master Lessee, notice to Borrower of an Event of Default shall be deemed to be notice to Master Lessee for purposes of this provision;

(f) after Master Lessee or Borrower receives notice (or otherwise acquires actual knowledge) of an Event of Default, Master Lessee shall not accept or retain any payments or fees made pursuant to the Master Lease without Lender's prior written consent;

(g) if, after Master Lessee or Borrower receives notice (or otherwise acquires actual knowledge) of an Event of Default, Master Lessee receives any payments or fees pursuant to the Master Lease other than from Lender, or if Master Lessee receives any other payment or distribution of any kind from Borrower or from any other Person other than from Lender in connection with the Master Lease which Master Lessee is not permitted by this Assignment to retain for its own account, such payment or other distribution will be received and held in trust for Lender and unless Lender otherwise notifies Master Lessee, will be promptly remitted in readily available funds to Lender, properly endorsed to Lender, to be applied to amounts due under the Loan Documents in such order and in such manner as Lender shall determine. Master Lessee hereby irrevocably designates, makes, constitutes and appoints Lender (and all persons or entities designated by Lender) as Master Lessee's true and lawful attorney in fact with power to endorse the name of Master Lessee upon any checks representing payments referred to in this subsection;

(h) during the term of this Assignment, Master Lessee shall not commence, or join with any other creditor in commencing any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings with respect to Borrower, without Lender's prior written consent;

(i) Master Lessee shall deliver to Lender at the address indicated below and at the same time as such notice is given to Borrower, any notice of default under the Master Lease;

(j) Master Lessee shall not seek to terminate the Master Lease by reason of any default of Borrower without prior written notice to Lender and the lapse of such time as was offered to Borrower under the Master Lease in which to remedy the default, and the lapse of thirty (30) days after the expiration of such time as Borrower was permitted to cure such default; provided, however, that with respect to any default of Borrower under the Master Lease which cannot be remedied within such time, if Lender commences to cure such default within such time and thereafter diligently proceeds with such efforts and pursues the same to completion, Lender shall have such time as is reasonably necessary to complete curing such default. Notwithstanding the foregoing, in the event either Lender or Borrower do not cure or commence curing such default within the time provided to Borrower under the Master Lease and the nature of the default threatens Master Lessee's ability to conduct its daily business or threatens to materially or adversely damage its property located on the Mortgaged Property, Master Lessee shall be permitted to exercise its rights under the Master Lease;

(k) Master Lessee shall not pay Master Lease Rent more than thirty (30) days in advance of the date on which the same are due or to become due under the Master Lease;

(l) Master Lessee shall certify promptly in writing to Lender in connection with any proposed assignment of the Mortgage Loan or from time to time, whether or not any default on the part of Borrower then exists under the Master Lease and shall execute such estoppel certificates and subordination agreements as Lender shall reasonably require;

(m) Master Lessee shall not create, incur, assume or suffer to exist any lien on the Mortgaged Property or any part of the Mortgaged Property or pledge any interest in the Mortgaged Property or any part of the Mortgaged Property, including the Leases and Rents except as provided herein;

(n) Master Lessee shall not without the prior written consent of Lender (1) extend, modify, or terminate (except as set forth in Section 6(j) of this Assignment) any of the terms or provisions of the Master Lease, (2) assign its rights under the Master Lease, (3) in connection with a Master Lease that covers more than one property, add or release any property subject to the Master Lease, or (4) transfer the Master Lease. Within five (5) days of Master Lessee's receipt, Master Lessee shall give Lender written notice of any notice or information that Master Lessee receives which indicates that any party (A) is in default under the terms of the Master Lease, (B) is extending, modifying or terminating the Master Lease or (C) is otherwise discontinuing its operation of the Mortgaged Property;

(o) Master Lessee shall comply with its obligations under the Master Lease;

(p) Master Lessee shall promptly inform Lender in writing (and shall deliver to Lender copies of any related written communications, complaints, orders, judgments and other documents) relating to the commencement of any rulemaking or disciplinary proceeding or the promulgation of any proposed or final rule which would have, or may reasonably be expected to

have, a material adverse effect on Master Lessee's ability to operate and manage the Mortgaged Property or on the Mortgaged Property itself; the receipt of notice from any Governmental Authority having jurisdiction over Master Lessee that (1) Master Lessee is being placed under regulatory supervision, (2) any permit, charter, membership or registration material to the conduct of Master Lessee's business or the Mortgaged Property is to be suspended or revoked, or (3) Master Lessee is to cease and desist any practice, procedure or policy employed by Master Lessee in the conduct of its business, and such cessation would have, or may reasonably be expected to have, a material adverse effect on the Mortgaged Property;

(q) Master Lessee shall not look to Lender, any mortgagee in possession, or successor in title to the Mortgaged Property for accountability for any security deposit or other deposit held by Borrower; and

(r) Master Lessee covenants and agrees that it shall not perform any acts and has not executed, and shall not execute any instrument which would prevent Lender from exercising its rights under this Assignment.

7. Events of Default; Remedies.

(a) The occurrence of any one or more of the following shall constitute an "Event of Default" under this Assignment: (1) a default, a breach of a covenant or a failure to perform any obligation under this Assignment after the expiration of any applicable notice or cure period; (2) the failure of any representation or warranty in this Assignment to be true and correct in any material respect when made; (3) any "Event of Default" listed in Section 14.01 of the Loan Agreement; or (4) default under the Master Lease after the expiration of any applicable notice or cure period thereunder. Borrower and Master Lessee hereby acknowledge that any Event of Default by Borrower or Master Lessee shall also constitute an Event of Default hereunder and under the Loan Agreement.

(b) Upon receipt by Master Lessee of written notice from Lender that an Event of Default has occurred and is continuing, Lender shall have the right to exercise all rights as owner of the Mortgaged Property under the Master Lease, and Master Lessee shall pay to Lender directly all Rents and other sums due under the Master Lease. Lender shall be entitled to mandate the use of a lockbox bank account or other depository account, to be maintained under the control and supervision of Lender, for all income of the Mortgaged Property, including Rents, service charges and insurance payments. In order to induce Lender to lend funds under the Loan Agreement and approve the Master Lease, Borrower and Master Lessee hereby agree that at the option of Lender upon the occurrence of an Event of Default, Master Lessee agrees to fully cooperate with Lender and any receiver as may be appointed by a court, in performing these services until such time as Lender has arranged for a replacement provider of the necessary services, and in arranging an orderly transition of operating and management responsibilities to the receiver or a replacement provider of the necessary services (the "Transition Period").

(c) During the Transition Period, if Lender requires that Master Lessee continue to operate the Mortgaged Property pursuant to the Master Lease so long as no Event of Default by Master Lessee has occurred under this Assignment, Lender shall, until such time that Lender

terminates the Master Lease, recognize Master Lessee's right to quiet enjoyment and possession of the Mortgaged Property pursuant to the terms of the Master Lease; provided however, Master Lessee shall remit to Lender monthly the Post-Default NCF. "Post-Default NCF" shall mean all revenues generated by the operation of the Mortgaged Property, including Tenant Rents, less costs and expenses for the operation of the Mortgaged Property approved by Lender, including funds necessary to pay the salaries of Master Lessee's employees at the Mortgaged Property, and capital expenditures approved by Lender related to the operation of the Mortgaged Property. Costs and expenses shall not include any fees payable to Master Lessee. Lender reserves the right to exercise all other remedies hereunder including the imposition of a lockbox arrangement, cash management arrangement or depositary agreement as set forth herein.

(d) In the event Master Lessee fails to use and operate the Mortgaged Property according to the Operating Covenants, Lender shall have the right to enforce the Operating Covenants directly against Master Lessee in accordance with this Assignment, and enforce the Operating Covenants directly against Borrower in accordance with the provisions of the Loan Documents.

(e) If (1) Master Lessee fails to perform any of its obligations under this Assignment or causes a default under the Master Lease after any applicable notice or cure periods, or (2) any action or proceeding is commenced which purports to affect the Mortgaged Property, Lender's security, rights or interests under the Loan Agreement or any Loan Document, including eminent domain, insolvency, code enforcement, civil or criminal forfeiture, enforcement of Environmental Laws, fraudulent conveyance or reorganizations or proceedings involving a bankruptcy or decedent, then Lender may, at its option, make such appearances, disburse such sums and take such actions as Lender reasonably deems necessary to perform such obligations of Master Lessee and to protect the Mortgaged Property, Lender's security, rights or interest, including (A) payment of fees and out-of-pocket expenses of attorneys, accountants, inspectors and consultants, (B) entry upon the Mortgaged Property to make repairs or secure the Mortgaged Property, (C) procurement of the insurance required by the Loan Agreement, and (D) payment of any amounts required under this Assignment, the Loan Documents, or the Master Lease which Master Lessee has failed to pay. Any amounts disbursed by Lender under this Section 7, or under any other provision of this Assignment that treats such disbursement as being made under this Section 7, due to Master Lessee's failure to perform its obligations under this Assignment or the Master Lease, shall be immediately due and payable to Lender from Master Lessee and shall become an additional part of the Indebtedness. The foregoing provisions shall not require Lender to incur any expense or take any action.

(f) If an Event of Default has occurred and is continuing, Lender shall have the right any time thereafter to terminate the Master Lease without cause and without payment of any cancellation or termination fee, penalty or other liability, by giving written notice to such other party of its election to do so. Lender's notice shall specify the date of termination, which shall not be less than thirty (30) days after the date of such notice, except such lesser notice may be given by Lender, as Lender deems to be appropriate in the event of an emergency or impairment of Lender's collateral. Such termination right shall (1) supersede any limitation on termination rights contained in the Master Lease, (2) serve as consideration for the material benefit derived

by Master Lessee from Lender's approval of the Master Lease and the making of the Mortgage Loan, and (3) become effective pursuant to Lender's right after an Event of Default occurs and continues to exercise all rights of Borrower under the Master Lease.

(g) On the effective date of termination of the Master Lease, Master Lessee shall turn over to Lender all books and records relating to the Mortgaged Property and the residents and tenants (copies of which may be retained by Master Lessee, at Master Lessee's expense), together with such authorizations and letters of direction addressed to residents, tenants, suppliers, employees, banks and other parties as Lender may reasonably require. A final accounting of unpaid fees (if any) due to Master Lessee under the Master Lease shall be made within sixty (60) days after the effective date of termination, but Lender shall not have any liability or obligation to Master Lessee for unpaid fees or other amounts payable under the Master Lease which accrue before Lender acquires title to the Mortgaged Property, or before Lender becomes a mortgagee in possession.

(h) If an Event of Default has occurred and is continuing, Master Lessee shall furnish promptly to Lender evidence of deposits and withdrawals from any account held or controlled by Master Lessee relating to the Mortgaged Property.

(i) If an Event of Default has occurred and is continuing, Lender shall have the remedies of a secured party under the Uniform Commercial Code, in addition to all remedies provided by this Assignment or existing under applicable law. In exercising any remedies, Lender may exercise its remedies against the UCC Collateral separately or together, and in any order, without in any way affecting the availability of Lender's other remedies.

(j) If an Event of Default has occurred and is continuing, Lender or its designee may (in Lender's sole discretion) (1) direct Master Lessee to pay Lender directly all Master Lease Rent and other payments due under the Master Lease, and (2) terminate Master Lessee's authority to collect Rents and Accounts and notify the residents and account debtors that the Accounts have been assigned to Lender and, either in its own name or that of Master Lessee, or both, demand, collect (including through any lockbox arrangement, cash management arrangement or depository agreement prescribed by Lender), receive, give receipt for, sue for or give acquittance for any or all amounts due or to become due in respect of the Accounts, and may also, in its discretion, file any claim, institute any proceeding or take any other action that Lender may deem necessary or appropriate to protect and realize upon the security interest of Lender in the Accounts. All of Lender's collection expenses shall be charged to Borrower's account and added to the Indebtedness. If Lender is collecting the Accounts as above provided, Lender shall have the right to receive, endorse, assign and deliver in Lender's name or Master Lessee's name any and all checks, drafts and other instruments for the payment of money relating to the Accounts, and Master Lessee hereby waives notice of presentment, protest and non-payment of any instrument so endorsed. If Lender is collecting the Accounts directly as above provided, Master Lessee hereby constitutes Lender or Lender's designee as Master Lessee's attorney-in-fact with power with respect to the Accounts to: (A) endorse Master Lessee's name upon all notes, acceptances, checks, drafts, money orders or other evidences of payment that may come into Lender's possession; (B) notify the U.S. Post Office to change the

address for delivery of mail addressed to Master Lessee for the Mortgaged Property to such address as Lender may designate; and (C) receive, open and dispose of all such mail addressed to Master Lessee.

(k) If an Event of Default has occurred and is continuing, Lender may, without demand and without advertisement or notice, at any time or times, sell and deliver any or all Personalty held by or for it at public or private sale, for cash, upon credit or otherwise, at such prices and upon such terms as Lender, in its sole discretion, deems advisable. Subject to the provisions of applicable law, Lender may postpone or cause the postponement of the sale of all or any portion of the Personalty by announcement at the time and place of such sale, and such sale may, without further notice, be made at the time and place to which the sale has been postponed or Lender may further postpone such sale by announcement made at such time and place. Without in any way limiting the foregoing, Lender shall, if an Event of Default has occurred and is continuing, have the right, in addition to all other rights provided herein or by law, to enter without legal process upon the Mortgaged Property (provided that such entry be done lawfully) for the purpose of taking possession of the Personalty, and the right to maintain such possession on the Mortgaged Property or to remove the Personalty or any part thereof to such other places as Lender may desire. Whether or not Lender exercises its right to take possession of the Personalty, Master Lessee shall, upon Lender's demand, promptly assemble the Personalty and make it available to Lender at the Mortgaged Property.

8. No Assumption of Obligations.

Borrower and Master Lessee agree that Lender does not assume any obligations or duties of Borrower and Master Lessee concerning the Master Lease until and unless Lender shall exercise its rights hereunder.

9. Power of Attorney.

Borrower and Master Lessee hereby irrevocably constitute and appoint Lender as Borrower's and Master Lessee's attorney-in-fact to demand, receive and enforce their rights with respect to the provisions set forth in this Assignment, to give appropriate receipts, releases and satisfactions for and on Borrower's and Master Lessee's behalf and to do any and all acts in Borrower's or Master Lessee's names or in the name of Lender with the same force and effect as Borrower or Master Lessee could do if this Assignment had not been made. The foregoing appointment shall be deemed to be coupled with an interest and irrevocable.

10. Consideration.

As consideration for the material financial benefit to be derived by Master Lessee and Borrower as a result of Lender's approval of the Master Lease, Master Lessee and Borrower acknowledge receipt of good and valuable consideration for Master Lessee's and Borrower's entry into this Assignment.

11. Modifications to Loan Documents.

Any amendments heretofore or hereafter made to any of the Loan Documents, other than this Assignment, shall not require the consent of Master Lessee. Borrower shall be responsible for notifying Master Lessee of any amendments to the Operating Covenants.

12. Lender Requests.

Within ten (10) days of written request of Lender, Master Lessee shall promptly furnish to Lender copies of all Leases, contracts, books, records, monthly reports, statements of account, or budgets which Master Lessee is required to maintain or otherwise maintains under the Master Lease or the Operating Covenants or which Master Lessee maintains for its own purposes with respect to the Mortgaged Property.

13. Notice.

(a) Process of Serving Notice.

All notices under this Assignment shall be:

- (1) in writing and shall be:
 - (A) delivered, in person;
 - (B) mailed, postage prepaid, either by registered or certified delivery, return receipt requested;
 - (C) sent by overnight courier; or
 - (D) sent by electronic mail with originals to follow by overnight courier;
- (2) addressed to the intended recipient at its respective address set forth at the end of this Assignment; and
- (3) deemed given on the earlier to occur of:
 - (A) the date when the notice is received by the addressee; or
 - (B) if the recipient refuses or rejects delivery, the date on which the notice is so refused or rejected, as conclusively established by the records of the United States Postal Service or any express courier service.

(b) Change of Address.

Any party to this Assignment may change the address to which notices intended for it are to be directed by means of notice given to the other parties to this Assignment in accordance

with this Section 14.

(c) Default Method of Notice.

Any required notice under this Assignment which does not specify how notices are to be given shall be given in accordance with this Section 13.

(d) Receipt of Notices.

Borrower, Master Lessee and Lender shall not refuse or reject delivery of any notice given in accordance with this Assignment. Each party is required to acknowledge, in writing, the receipt of any notice upon request by the other party.

14. Counterparts.

This Assignment may be executed in any number of counterparts, each of which shall be considered an original for all purposes; provided, however, that all such counterparts shall constitute one and the same instrument.

15. Governing Law.

(a) This Assignment shall be governed by and construed in accordance with the laws of the Property Jurisdiction, and applicable federal law.

(b) Master Lessee and Borrower agree that any controversy arising under or in relation to this Assignment shall be litigated exclusively in the Property Jurisdiction and Master Lessee and Borrower irrevocably consent to service, jurisdiction, and venue of such course for any such litigation and waive any other venue to which Master Lessee or Borrower might be entitled by virtue of domicile, habitual residence or otherwise.

16. Successors and Assigns.

This Assignment shall be binding upon Borrower, Master Lessee and Lender and their respective successors, transferees and assigns, and shall inure to the benefit of and may be enforced by Lender and its successors, transferees and assigns. Borrower and Master Lessee shall not assign any of their respective rights and obligations under this Assignment without the prior written consent of Lender.

17. Entire Agreement; Amendments and Waivers.

This Assignment contains the complete and entire understanding of the parties as to its subject matter. No amendment to this Assignment will be valid unless it is made in writing and executed by the parties to this Assignment. No specific waiver or forbearance for any breach of any of the terms of this Assignment shall be considered as a general waiver of that or any other term of this Assignment.

18. Relationship of Parties.

Nothing contained in this Assignment shall constitute Lender as a joint venturer, partner or agent of Borrower or Master Lessee, or render Lender liable for any debts, obligations, acts, omissions or representations of Borrower or Master Lessee except as provided herein.

19. Enforceability.

The determination of invalidity, illegality or unenforceability of any provision of this Assignment, pursuant to judicial decree, shall not affect the validity or enforceability of any other provision of this Assignment, each of which shall remain in full force and effect.

20. Construction.

(a) The captions and headings of the sections of this Assignment are for convenience only and shall be disregarded in construing this Assignment.

(b) Any reference in this Assignment to an "Exhibit" or "Schedule" or a "Section" or an "Article" shall, unless otherwise explicitly provided, be construed as referring, respectively, to an Exhibit or Schedule attached to this Assignment or to a Section or Article of this Assignment. All Exhibits and Schedules attached to or referred to in this Assignment, if any, are incorporated by reference into this Assignment.

(c) Any reference in this Assignment to a statute or regulation shall be construed as referring to that statute or regulation as amended from time to time.

(d) Use of the singular in this Assignment includes the plural and use of the plural includes the singular.

(e) As used in this Assignment, the term "including" means "including, but not limited to" or "including, without limitation," and is for example only and not a limitation.

(f) Whenever Borrower's or Master Lessee's knowledge is implicated in this Assignment or the phrase "to Borrower's knowledge," "to Master Lessee's knowledge" or a similar phrase is used in this Assignment, Borrower's or Master Lessee's knowledge or such phrase(s) shall be interpreted to mean to the best of Borrower's or Master Lessee's knowledge after reasonable and diligent inquiry and investigation.

(g) Unless otherwise provided in this Assignment, if Lender's approval, designation, determination, selection, estimate, action or decision is required, permitted or contemplated hereunder, such approval, designation, determination, selection, estimate, action or decision shall be made in Lender's sole and absolute discretion.

(h) All references in this Assignment to a separate instrument or agreement shall include such instrument or agreement as the same may be amended or supplemented from time to time pursuant to the applicable provisions thereof.

- (i) “Lender may” shall mean at Lender’s discretion, but shall not be an obligation.

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, Borrower, Lender and Master Lessee have executed this Assignment as of the day and year first written above.

BORROWER:

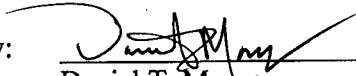
Fox Creek Management, LLC,
a Delaware limited liability company

By: Cheyenne Mission, LLC,
a Wyoming limited liability company

Its: Manager

By: Taylor Asset Management Company, LLC,
a Wyoming limited liability company

Its: Manager

By: 
Name: Daniel T. Moore
Its: Manager

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

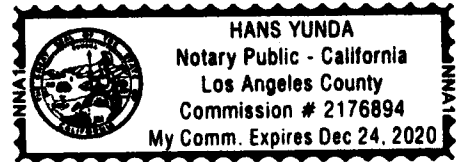
STATE OF CALIFORNIA)
) SS
COUNTY OF LOS ANGELES)

On March 2nd, 2018, before me Hans Yunda, Notary Public, a Notary Public, personally appeared Daniel T. Moore, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

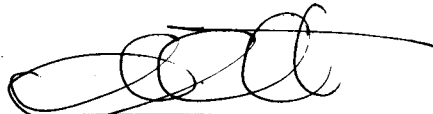
WITNESS my hand and official seal.

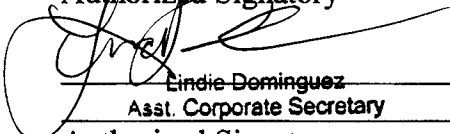
Signature 



BORROWER (cont'd):

By: Security EAT 170, Inc.,
a California corporation
Its: Sole Member

By: 
 Name: Shelene Nordstrom-Vaka, Esq.
 Vice President
 Its: Authorized Signatory

By: 
 Name: LINDIE DOMINGUEZ
 Asst. Corporate Secretary
 Its: Authorized Signatory

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) SS
COUNTY OF Orange)

On March 6, 2018, before me Elizabeth Maddux, a Notary Public, personally appeared Shelene Nordstrom-Vaka and LINDIE DOMINGUEZ, who proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



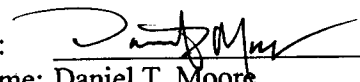
Signature 

Borrower Address:
Fox Creek Management, LLC
c/o D&D Construction Specialties, Inc.
11043 Olinda Street
Sun Valley, California 91352
Attention: Daniel T. Moore

MASTER LESSEE:

Cheyenne Mission, LLC,
a Wyoming limited liability company

By: Taylor Asset Management Company, LLC,
a Wyoming limited liability company
Its: Manager

By: 
Name: Daniel T. Moore
Its: Manager

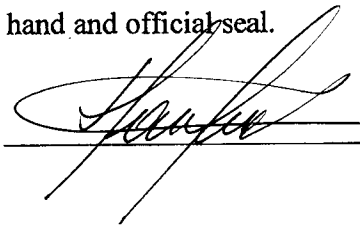
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) SS
COUNTY OF LOS ANGELES)

On March 2nd, 2018, before me Hans Yunda, Notary Public, a Notary Public, personally appeared Daniel T. Moore, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature 



The name, chief executive office and organizational identification number of Master Lessee (as Debtor under any applicable Uniform Commercial Code) are:

Debtor Name/Record Owner:
CHEYENNE MISSION, LLC

Debtor Chief Executive Office Address:
C/O D&D CONSTRUCTION SPECIALTIES, INC.
11043 OLINDA STREET
SUN VALLEY, CALIFORNIA 91352

Debtor Organizational ID Number: 2016-000730826

The name and chief executive office of Lender (as Secured Party) are:

Secured Party Name:
BERKADIA COMMERCIAL MORTGAGE LLC

Secured Party Chief Executive Office Address:
ATTN: EXECUTIVE VICE PRESIDENT –
SERVICING
323 NORRISTOWN ROAD, SUITE 300
AMBLER, PENNSYLVANIA 19002

EXHIBIT A
TO SUBORDINATION, ASSIGNMENT AND SECURITY AGREEMENT
Legal Description

A PART OF THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 4 NORTH,
RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; U.S. SURVEY:

BEGINNING AT THE SOUTHWEST CORNER OF MEADOWBROOK HOLLOW PLAT
"B", LAYTON CITY, DAVIS COUNTY, UTAH, SAID POINT BEING 709.93 FEET SOUTH
89°52'30" WEST AND 854.04 FEET SOUTH 0°07'30" EAST AND 656.56 FEET SOUTH
0°09'12" WEST FROM THE NORTHEAST CORNER OF SAID SECTION 17; AND
RUNNING THENCE SOUTH 0°09'12" WEST 70.00 FEET; THENCE SOUTH 89°50'48"
EAST 30.00 FEET; THENCE SOUTH 0°09'12" WEST 360.47 FEET; THENCE NORTH
89°50'48" WEST 592.47 FEET TO THE EAST LINE OF 400 WEST STREET; THENCE
NORTH 0°08'48" EAST 588.68 FEET ALONG SAID EAST LINE; THENCE NORTH
89°46'12" EAST 461.67 FEET; THENCE SOUTH 0°09'12" WEST 161.31 FEET; THENCE
SOUTH 89°50'48" EAST 100.88 FEET TO THE POINT OF BEGINNING.

TAX ID NO. 10-028-0039

EXHIBIT B
TO SUBORDINATION, ASSIGNMENT AND SECURITY AGREEMENT
(Master Lease Terms)

Master Lease Terms	
Agreement Name and Parties	Lease between Fox Creek Management, LLC, a Delaware limited liability company, as Lessor, and Cheyenne Mission, LLC, a Wyoming limited liability company, as Lessee
Master Lease Commencement Date	March 13, 2018
Master Lease Rent Commencement Date	March 13, 2018
Primary Term of Master Lease	Commences on the Master Lease Commencement Date and ends on the date on which the Lessee acquires all the membership interests, or such membership interests as Lessee otherwise directs, in the Lessor.
Renewal Options under Master Lease	N/A
Master Lease Security Deposit	N/A
Rights or options to purchase, rights of first refusal to purchase or rights of first offer to purchase	N/A

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