

12970316  
4/18/2019 10:00:00 AM \$40.00  
Book - 10771 Pg - 740-754  
RASHELLE HOBBS  
Recorder, Salt Lake County, UT  
INGEO SYSTEMS  
BY: eCASH, DEPUTY - EF 15 P.

Loan No.: 12354

RECORDING REQUESTED BY  
FIRST AMERICAN TITLE INSURANCE CO.  
NATIONAL COMMERCIAL SERVICES  
*NCS-939837-3*

Tax Parcel No(s). 15-01-258-011-0000 and 15-01-258-013-0000

**ALDK SLC, LLC, as assignor**

to

**CITI REAL ESTATE FUNDING INC., as assignee**

---

**ASSIGNMENT OF LEASES AND RENTS**

---

Dated: Effective as of April 17, 2019  
Location: 285 W. Broadway Avenue, Salt Lake City, Utah 84101  
County: Salt Lake County

**ASSIGNMENT OF LEASES AND RENTS**

**THIS ASSIGNMENT OF LEASES AND RENTS** (this “**Assignment**”) made as of April 17, 2019, by **ALDK SLC, LLC**, a Delaware limited liability company, having an address at 566 W. Lake Street, Suite 320, Chicago, Illinois 60661 (together with its permitted successors and assigns, “**Borrower**”), as assignor, to **CITI REAL ESTATE FUNDING INC.**, having an address at 388 Greenwich Street, 6th Floor, New York, New York 10013 (together with its successors and assigns, “**Lender**”), as assignee. All capitalized terms not defined herein shall have the respective meanings set forth in the Loan Agreement (defined below).

**W I T N E S S E T H:**

**WHEREAS**, this Assignment is given in connection with a loan (the “**Loan**”) in the principal sum of ONE HUNDRED MILLION AND 00/100 DOLLARS (\$100,000,000.00) made by Lender to Borrower and **ALDK GOLETA, LLC, ALDK ARLINGTON LLC, ALDK BLOOMINGTON 2870, LLC, ALDK BLOOMINGTON 2860, LLC** and **ALDK NORWOOD, LLC** (together with their respective successors and assigns, collectively, “**Co-Borrowers**”) pursuant to that certain Loan Agreement, dated as of the date hereof (as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time, the “**Loan Agreement**”) and evidenced by that certain Promissory Note, dated the date hereof, made by Borrower and Co-Borrowers in favor of Lender (as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time, the “**Note**”) in the original principal amount of \$100,000,000.00;

**WHEREAS**, Borrower desires to further secure the payment of the Debt and the performance of all of its and Co-Borrowers’ respective obligations under the Note, the Loan Agreement, the Security Instrument and the other Loan Documents; and

**WHEREAS**, this Assignment is given pursuant to the Loan Agreement, and payment, fulfillment, and performance by Borrower of its and Co-Borrowers’ respective obligations thereunder and under the other Loan Documents is secured hereby, and each and every term and provision of the Loan Agreement and the Note, including the rights, remedies, obligations, covenants, conditions, agreements, indemnities, representations and warranties therein, are hereby incorporated by reference herein as though set forth in full and shall be considered a part of this Assignment.

**NOW THEREFORE**, in consideration of the making of the Loan by Lender and the covenants, agreements, representations and warranties set forth in this Assignment:

## ARTICLE 1 – ASSIGNMENT

**Section 1.1 Property Assigned.** Borrower hereby absolutely and unconditionally assigns and grants to Lender the following property, rights, interests and estates, now owned, or hereafter acquired by Borrower:

(a) Leases. All existing and future leases, subleases or subsubleases, lettings, licenses, concessions or other agreements made a part hereof (whether written or oral and whether now or hereafter in effect), affecting the use, enjoyment or occupancy of all or any portion of that certain lot or piece of land, more particularly described in Exhibit A annexed hereto and made a part hereof, together with the buildings, structures, fixtures, additions, enlargements, extensions, modifications, repairs, replacements and improvements now or hereafter located thereon (collectively, the “**Property**”) and every modification, amendment or other agreement relating to such leases, subleases, subsubleases, or other agreements entered into in connection with such leases, subleases, subsubleases, or other agreements and every guarantee of the performance and observance of the covenants, conditions and agreements to be performed and observed by the other party thereto, and the right, title and interest of Borrower, its successors and assigns, therein and thereunder.

(b) Other Leases and Agreements. All other leases, subleases, subsubleases and other agreements, whether or not in writing, affecting the use, enjoyment or occupancy of the Property or any portion thereof now or hereafter made, whether made before or after the filing by or against Borrower of any petition for relief under any existing or future law of any jurisdiction, domestic or foreign, relating to bankruptcy, insolvency, reorganization, conservatorship, arrangement, adjustment, winding-up, liquidation, composition or other relief with respect to its debts or debtors (“**Creditors Rights Laws**”) together with any extension, renewal or replacement of the same. This Assignment of other present and future leases and present and future agreements is effective without further or supplemental assignment. The “leases” described in Subsection 1.1(a) and the leases and other agreements described in this Subsection 1.1(b) together with all other present and future leases and present and future agreements affecting the use, possession or occupancy of the Property or any portion thereof and any extensions, renewals, modifications or amendments to the same, are collectively referred to as the “**Leases**”.

(c) Rents. All rents, additional rents, rent equivalents, moneys payable as damages or in lieu of rent or rent equivalents, royalties (including, without limitation, all oil and gas or other mineral royalties and bonuses), income, receivables, receipts, revenues, deposits (including, without limitation, security, utility and other deposits), accounts, cash, issues, profits, charges for services rendered, registration fees and other consideration of whatever form or nature received by or paid to or for the account of or benefit of Borrower or its agents or employees from any and all sources arising from or attributable to the Property (or any portion thereof), including, all receivables, customer obligations, installment payment obligations and other obligations now existing or hereafter arising or created out of the sale, lease, sublease, license, concession or other grant of the right of use and/or occupancy of the Property (or any

portion thereof) and/or rendering of services by Borrower or Manager and proceeds, if any, from business interruption or other loss of income insurance whether paid or accruing before or after the filing by or against Borrower of any petition for relief under any Creditors Rights Laws, including, without limitation, all hotel receipts, revenues and credit card receipts collected from guest rooms, restaurants, bars, mini-bars, meeting rooms, banquet rooms and recreational facilities and otherwise, all receivables, customer obligations, installment payment obligations and other obligations now existing or hereafter arising or created out of the sale, lease, sublease, license, concession or other grant of the right of possession, use and/or occupancy of the Property (or any portion thereof) and/or rendering of services by Borrower or any operator or manager of the hotel or the commercial space located in the Improvements or acquired from others (including, without limitation, from the rental of any office space, retail space, guest rooms or other space, halls, stores, and offices, and deposits securing reservations of such space), license, lease, sublease and concession fees and rentals, health club membership fees, food and beverage wholesale and retail sales, service charges and vending machine sales (collectively, the “Rents”).

(d) Bankruptcy Claims. All of Borrower’s claims and rights (the “**Bankruptcy Claims**”) to the payment of damages arising from any rejection by a lessee of any Lease under Creditors Rights Laws.

(e) Lease Guaranties. All of Borrower’s right, title and interest in and claims under any and all lease guaranties, letters of credit and any other credit support (individually, a “**Lease Guaranty**”, collectively, the “**Lease Guaranties**”) given by any guarantor in connection with any of the Leases or leasing commissions (individually, a “**Lease Guarantor**”, collectively, the “**Lease Guarantors**”) to Borrower.

(f) Proceeds. All proceeds from the sale or other disposition of the Leases, the Rents, the Lease Guaranties and the Bankruptcy Claims.

(g) Other. All rights, powers, privileges, options and other benefits of Borrower as lessor under the Leases and beneficiary under the Lease Guaranties, including without limitation the immediate and continuing right to make claim for, receive and collect all Rents payable or receivable under the Leases and all sums payable under the Lease Guaranties or pursuant thereto (and to apply the same to the payment of the Debt or the other Obligations of Borrower under the Loan Documents), and to do all other things which Borrower or any lessor is or may become entitled to do under the Leases or the Lease Guaranties.

(h) Entry. The right, at Lender’s option, upon revocation of the license granted herein, to enter upon the Property in person, by agent or by court-appointed receiver, to collect the Rents.

(i) Power of Attorney. Borrower’s irrevocable power of attorney, coupled with an interest, to take any and all of the actions set forth in Section 3.1 of this Assignment and any or all other actions designated by Lender for the proper management and preservation of the Property during the existence of an Event of Default.

(j) Other Rights and Agreements. Any and all other rights of Borrower in and to the items set forth in subsections (a) through (i) above, and all amendments, modifications, replacements, renewals and substitutions thereof.

## **ARTICLE 2 - TERMS OF ASSIGNMENT**

**Section 2.1 Assignment and License Back.** It is intended by Borrower that this Assignment constitute a present, absolute assignment of the Leases, Rents, Lease Guaranties and Bankruptcy Claims, and not an assignment for additional security only. Nevertheless, subject to the terms of this Section 2.1, the Restricted Account Agreement and the Loan Agreement, Lender grants to Borrower a revocable license to collect, receive, use and enjoy the Rents and other sums due under the Leases (and the Lease Guaranties) and to otherwise have and possess all rights and obligations with respect to the Leases and Borrower shall hold such Rents and all sums received pursuant to any Lease Guaranty, or a portion thereof sufficient to discharge all current sums due on the Debt, in trust for the benefit of Lender for use in the payment of such sums.

**Section 2.2 Notice to Lessees.** Borrower hereby authorizes and directs the lessees named in the Leases or any other future lessees or occupants of the Property and all Lease Guarantors to pay over to Lender or to such other party as Lender directs all Rents and all sums due under any Lease Guaranties upon receipt from Lender of written notice to the effect that Lender is then the holder of this Assignment and that an Event of Default (as defined in the Loan Agreement) exists, and to continue so to do until otherwise notified by Lender.

**Section 2.3 Incorporation by Reference.** All representations, warranties, covenants, conditions and agreements contained in the Loan Agreement, the Security Instrument and the other Loan Documents as same may be modified, renewed, substituted or extended are hereby made a part of this Assignment to the same extent and with the same force as if fully set forth herein.

## **ARTICLE 3- REMEDIES**

**Section 3.1 Remedies of Lender.** Upon or at any time after the occurrence of an Event of Default, the license granted to Borrower in Section 2.1 of this Assignment shall automatically be revoked, and Lender shall immediately be entitled to possession of all Rents and sums due under any Lease Guaranties, whether or not Lender enters upon or takes control of the Property. In addition, Lender may, at its option, without waiving such Event of Default, without regard to the adequacy of the security for the Debt, either in person or by agent, nominee or attorney, with or without bringing any action or proceeding, or by a receiver appointed by a court, dispossess Borrower and its agents and servants from the Property, without liability for trespass, damages or otherwise (other than arising as a direct result of Lender's gross negligence or willful misconduct) and exclude Borrower and its agents or servants wholly therefrom, and take possession of the Property and all books, records and accounts relating thereto and have, hold, manage, lease and operate the Property on such terms and for such period of time as

Lender may deem reasonably proper and either with or without taking possession of the Property in its own name, demand, sue for or otherwise collect and receive all Rents and sums due under all Lease Guaranties, including those past due and unpaid with full power to make from time to time all alterations, renovations, repairs or replacements thereto or thereof as Lender may deem proper and may apply the Rents and sums received pursuant to any Lease Guaranties to the payment of the following in such order and proportion as Lender in its sole discretion may determine, any law, custom or use to the contrary notwithstanding: (a) all out-of-pocket expenses of managing and securing the Property, including, without being limited thereto, the salaries, fees and wages of a managing agent and such other employees or agents as Lender may deem necessary or desirable and all expenses of operating and maintaining the Property, including, without being limited thereto, all taxes, charges, claims, assessments, water charges, sewer rents and any other liens, and premiums for all insurance which Lender may deem necessary or desirable, and the cost of all alterations, renovations, repairs or replacements, and all expenses incident to taking and retaining possession of the Property; and (b) the Debt, together with all costs and reasonable attorneys' fees. In addition, upon the occurrence of an Event of Default, Lender, at its option, may (i) complete any construction on the Property in such manner and form as Lender reasonably deems advisable, (ii) exercise all rights and powers of Borrower, including, without limitation, the right to negotiate, execute, cancel, enforce or modify any Leases, obtain and evict tenants, and demand, sue for, collect and receive all Rents from the Property and all sums due under any Lease Guaranties, (iii) require Borrower to pay monthly in advance to Lender, or any receiver appointed to collect the Rents, the fair and reasonable rental value for the use and occupancy of such part of the Property as may be in possession of Borrower or (iv) require Borrower to vacate and surrender possession of the Property to Lender or to such receiver and, in default thereof, Borrower may be evicted by summary proceedings or otherwise. From and after the time that an Event of Default has been fully cured, provided no other Event of Default shall then exist, the license granted to Assignor in Section 2.1 shall be reinstated, subject to suspension as set forth in this Section 3.1.

**Section 3.2 Other Remedies.** Nothing contained in this Assignment and no act done or omitted by Lender pursuant to the power and rights granted to Lender hereunder shall be deemed to be a waiver by Lender of its rights and remedies under the Loan Agreement, the Note, the Security Instrument, or the other Loan Documents and this Assignment is made and accepted without prejudice to any of the rights and remedies possessed by Lender under the terms thereof. The right of Lender to collect the Debt and to enforce any other security therefor held by it may be exercised by Lender either prior to, simultaneously with, or subsequent to any action taken by it hereunder. Borrower hereby absolutely, unconditionally and irrevocably waives any and all rights to assert any setoff, counterclaim or crossclaim of any nature whatsoever with respect to the obligations of Borrower under this Assignment, the Loan Agreement, the Note, the Security Instrument, the other Loan Documents or otherwise with respect to the Loan in any action or proceeding brought by Lender to collect same, or any portion thereof, or to enforce and realize upon the lien and security interest created by this Assignment, the Loan Agreement, the Note, the Security Instrument, or any of the other Loan Documents (provided, however, that the foregoing shall not be deemed a waiver of Borrower's right to assert any compulsory counterclaim if such counterclaim is compelled under local law or rule of

procedure, nor shall the foregoing be deemed a waiver of Borrower's right to assert any claim which would constitute a defense, setoff, counterclaim or crossclaim of any nature whatsoever against Lender in any separate action or proceeding).

**Section 3.3 Other Security.** Lender may take or release other security for the payment of the Debt, may release any party primarily or secondarily liable therefor and may apply any other security held by it to the reduction or satisfaction of the Debt without prejudice to any of its rights under this Assignment.

**Section 3.4 Non-Waiver.** The exercise by Lender of the option granted it in Section 3.1 of this Assignment and the collection of the Rents and sums due under the Lease Guaranties and the application thereof as herein provided shall not be considered a waiver of any Event of Default by Borrower under the Note, the Loan Agreement, the Leases, this Assignment or the other Loan Documents. The failure of Lender to insist upon strict performance of any term hereof shall not be deemed to be a waiver of any term of this Assignment. Borrower shall not be relieved of Borrower's obligations hereunder by reason of (a) the failure of Lender to comply with any request of Borrower or any other party to take any action to enforce any of the provisions hereof or of the Loan Agreement, the Note, the Security Instrument or the other Loan Documents, (b) the release regardless of consideration, of the whole or any part of the Property, or (c) any agreement or stipulation by Lender extending the time of payment or otherwise modifying or supplementing the terms of this Assignment, the Loan Agreement, the Note, the Security Instrument or the other Loan Documents. Subject to Applicable Law, Lender may resort for the payment of the Debt to any other security held by Lender in such order and manner as Lender, in its discretion, may elect. Lender may take any action to recover the Debt, or any portion thereof, or to enforce any covenant hereof without prejudice to the right of Lender thereafter to enforce its rights under this Assignment. The rights of Lender under this Assignment shall be separate, distinct and cumulative and none shall be given effect to the exclusion of the others. No act of Lender shall be construed as an election to proceed under any one provision herein to the exclusion of any other provision.

**Section 3.5 Bankruptcy.** (a) Upon or at any time after the occurrence of an Event of Default, Lender shall have the right to proceed in its own name or in the name of Borrower in respect of any claim, suit, action or proceeding relating to the rejection of any Lease, including, without limitation, the right to file and prosecute, to the exclusion of Borrower, any proofs of claim, complaints, motions, applications, notices and other documents, in any case in respect of the lessee under such Lease under Creditors Rights Laws.

(b) If there shall be filed by or against Borrower a petition under Creditors Rights Laws, and Borrower, as lessor under any Lease, shall determine to reject such Lease pursuant to any applicable provision of any Creditors Rights Law, then Borrower shall give Lender not less than ten (10) days' prior notice of the date on which Borrower shall apply to the bankruptcy court for authority to reject the Lease. Lender shall have the right, but not the obligation, to serve upon Borrower within such ten-day period a notice stating that (i) Lender demands that Borrower assume and assign the Lease to Lender pursuant to any applicable provision of any

Creditors Rights Law, and (ii) Lender covenants to cure or provide adequate assurance of future performance under the Lease. If Lender serves upon Borrower the notice described in the preceding sentence, Borrower shall not seek to reject the Lease and shall comply with the demand provided for in clause (i) of the preceding sentence within thirty (30) days after the notice shall have been given, subject to the performance by Lender of the covenant provided for in clause (ii) of the preceding sentence.

#### **ARTICLE 4 - NO LIABILITY, FURTHER ASSURANCES**

**Section 4.1 No Liability of Lender.** This Assignment shall not be construed to bind Lender to the performance of any of the covenants, conditions or provisions contained in any Lease or Lease Guaranty or otherwise impose any obligation upon Lender. Lender shall not be liable for any loss sustained by Borrower resulting from Lender's failure to let the Property after an Event of Default or from any other act or omission of Lender in managing the Property after an Event of Default unless such loss is caused by the gross negligence, willful misconduct or bad faith of Lender. Lender shall not be obligated to perform or discharge any obligation, duty or liability under the Leases or any Lease Guaranties or under or by reason of this Assignment and Borrower shall, and hereby agrees to, indemnify Lender for, and to hold Lender harmless from, any and all liability, loss or damage (excluding consequential, special or punitive damages) which is actually incurred under the Leases, any Lease Guaranties or under or by reason of this Assignment and from any and all third-party claims and demands whatsoever, including the defense of any such claims or demands which are asserted against Lender by reason of any alleged obligations and undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in the Leases or any Lease Guaranties, unless (i) caused by Lender's own gross negligence, willful misconduct or bad faith, or (ii) first occurring after the date that Lender or its affiliates or nominees acquires title to or takes and has assumed possession or control of the Property as a mortgage-in-possession through power of sale, foreclosure or deed-in-lieu of foreclosure. Should Lender incur any such liability, the amount thereof, including costs, expenses and reasonable attorneys' fees, shall be secured by this Assignment and by the Security Instrument and the other Loan Documents and Borrower shall reimburse Lender therefor promptly upon receipt of demand and upon the failure of Borrower so to do Lender may, at its option, declare all sums secured by this Assignment and by the Security Instrument and the other Loan Documents immediately due and payable. This Assignment shall not operate to place any obligation or liability for the control, care, management or repair of the Property upon Lender, nor for the carrying out of any of the terms and conditions of the Leases or any Lease Guaranties; nor shall it operate to make Lender responsible or liable for any waste committed on the Property by the tenants or any other parties, or for any dangerous or defective condition of the Property including, without limitation, the presence of any Hazardous Substances (as defined in the Environmental Indemnity), or for any negligence in the management, upkeep, repair or control of the Property resulting in loss or injury or death to any tenant, licensee, employee or stranger.

**Section 4.2 No Mortgagee in Possession.** Nothing herein contained shall be construed as constituting Lender a "mortgagee in possession" in the absence of the taking of



actual possession of the Property by Lender. In the exercise of the powers herein granted Lender, no liability shall be asserted or enforced against Lender, all such liability being expressly waived and released by Borrower.

**Section 4.3 Further Assurances.** Borrower shall, at the cost of Borrower, and without expense to Lender, do, execute, acknowledge and deliver all and every such further acts, conveyances, assignments, notices of assignments, transfers and assurances as Lender shall, from time to time, reasonably require for the better assuring, conveying, assigning, transferring and confirming unto Lender the property and rights hereby assigned or intended now or hereafter so to be, or which Borrower may be or may hereafter become bound to convey or assign to Lender, or for carrying out the intention or facilitating the performance of the terms of this Assignment or for filing, registering or recording this Assignment and, on demand, will execute and deliver and hereby authorizes Lender to execute in the name of Borrower to the extent Lender may lawfully do so, one or more financing statements, chattel mortgages and/or other security instruments, to evidence more effectively the lien and security interest hereof in and upon the Leases; provided, however, that no action taken by Lender or required of Borrower pursuant to this Section 4.3 shall increase the obligations or liabilities, or decrease the rights of Borrower hereunder.

## **ARTICLE 5 - MISCELLANEOUS PROVISIONS**

**Section 5.1 Conflict of Terms.** In case of any conflict between the terms of this Assignment and the terms of the Loan Agreement, the terms of the Loan Agreement shall prevail.

**Section 5.2 No Oral Change.** This Assignment and any provisions hereof may not be modified, amended, waived, extended, changed, discharged or terminated orally, or by any act or failure to act on the part of Borrower or Lender, but only by an agreement in writing signed by the party against whom the enforcement of any modification, amendment, waiver, extension, change, discharge or termination is sought.

**Section 5.3 Certain Definitions.** All capitalized terms not defined herein shall have the respective meanings set forth in the Loan Agreement. Unless the context clearly indicates a contrary intent or unless otherwise specifically provided herein, words used in this Assignment may be used interchangeably in singular or plural form and the word "Borrower" shall mean "each Borrower and any subsequent owner or owners of the Property or any part thereof or interest therein," the word "Lender" shall mean "Lender and any subsequent holder of the Note, the word "Note" shall mean "the Note and any other evidence of indebtedness secured by the Security Instrument, the word "Property" shall include any portion of the Property and any interest therein, and the phrases "attorneys' fees", "legal fees" and "counsel fees" shall include any and all reasonable attorney's, paralegal and law clerk fees and disbursements, including, but not limited to, reasonable fees and disbursements at the pre-trial, trial and appellate levels incurred or paid by Lender in protecting its interest in the Property, the Leases and the Rents and enforcing its rights hereunder; whenever the context may require, any

pronouns used herein shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns and pronouns shall include the plural and vice versa.

**Section 5.4 Inapplicable Provisions.** If any term, covenant or condition of this Assignment is held to be invalid, illegal or unenforceable in any respect, this Assignment shall be construed without such provision.

**Section 5.5 Governing Law.** The governing law and related provisions contained in Section 17.2 of the Loan Agreement are hereby incorporated by reference as if fully set forth herein.

**Section 5.6 Termination of Assignment.** Upon payment or defeasance in full of the Debt (in each case, in accordance with the applicable terms and conditions of the Loan Documents), this Assignment shall become and be void and of no effect.

**Section 5.7 Duplicate Originals; Counterparts.** This Assignment may be executed in any number of duplicate originals and each such duplicate original shall be deemed to be an original. This Assignment may be executed in several counterparts, each of which counterparts shall be deemed an original instrument and all of which together shall constitute a single Assignment. The failure of any party hereto to execute this Assignment, or any counterpart hereof, shall not relieve the other signatories from their obligations hereunder.

**Section 5.8 Notices.** All notices or other written communications hereunder shall be delivered in accordance with Article 14 of the Loan Agreement.

**Section 5.9 WAIVER OF TRIAL BY JURY. BORROWER AND LENDER BY ACCEPTANCE OF THIS ASSIGNMENT, HEREBY WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, THE RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM, WHETHER IN CONTRACT, TORT OR OTHERWISE, RELATING DIRECTLY OR INDIRECTLY TO THIS ASSIGNMENT, THE NOTE, THE SECURITY INSTRUMENT OR THE OTHER LOAN DOCUMENTS OR ANY ACTS OR OMISSIONS OF LENDER, OR BORROWER, OR SUCH PARTY'S OFFICERS, EMPLOYEES, DIRECTORS OR AGENTS IN CONNECTION THEREWITH.**

**Section 5.10 Exculpation.** The provisions of Article 13 of the Loan Agreement are hereby incorporated by reference into this Assignment to the same extent and with the same force as if fully set forth herein.

**Section 5.11 Liability.** If Borrower consists of more than one person, the obligations and liabilities of each such person hereunder shall be joint and several. This Assignment shall be binding upon and inure to the benefit of Borrower and Lender and their respective successors and assigns forever.

**Section 5.12 Headings, Etc.** The headings and captions of various paragraphs of this Assignment are for convenience of reference only and are not to be construed as defining or limiting, in any way, the scope or intent of the provisions hereof.

**Section 5.13 Inconsistencies.** In the case of any conflict between the terms of this Assignment and the terms of the Security Instrument, the terms of this Assignment shall prevail. In case of any conflict between the terms of this Assignment and the terms of the Loan Agreement, the terms of the Loan Agreement shall prevail.

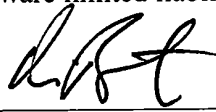
**Section 5.14 Number and Gender.** Whenever the context may require, any pronouns used herein shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns and pronouns shall include the plural and vice versa.

**[NO FURTHER TEXT ON THIS PAGE]**

**IN WITNESS WHEREOF**, Borrower has executed this instrument the day and year first above written.

**BORROWER:**

**ALDK SLC, LLC,**  
a Delaware limited liability company

By:   
Name: Vamsikrishna Bonthala  
Title: Authorized Person

STATE OF IL §  
 COUNTY OF Cook §

On this, the 12 day of April, 2019, before me, a Notary Public in and for the State and County aforesaid, the undersigned officer, personally appeared Vamsikrishna J. Athreya, who acknowledged himself/herself to be the Authorized Person of **ALDK SLC, LLC**, a Delaware limited liability company, and that he/she as such Authorized Person, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the limited liability company by himself/herself as the Authorized Person.

Tony Tang  
 NOTARY PUBLIC

Printed Name: Tony Tang  
 County of Residence: Cook  
 My Commission Expires: 11/27/22

[SEAL]



**THIS INSTRUMENT WAS PREPARED BY:**

Lawrence A. Ceriello, Esq.  
 Morrison & Foerster LLP  
 250 West 55th Street  
 New York, New York 10019

I affirm, under penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. Lawrence A. Ceriello, Esq.

**EXHIBIT A**

**Legal Description**

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

PARCEL 1:

BEGINNING AT THE SOUTHEAST CORNER OF THE INTERSECTION OF 300 SOUTH STREET AND 300 WEST STREET, SAID POINT BEING THE NORTHWEST CORNER OF BLOCK 49, PLAT "A", SALT LAKE CITY SURVEY, AND RUNNING THENCE NORTH 89 DEG 58 MIN 01 SEC EAST ALONG THE SOUTH RIGHT OF WAY LINE OF 300 SOUTH STREET 300.66 FEET; THENCE SOUTH 0 DEG 01 MIN 06 SEC EAST 207.66 FEET; THENCE SOUTH 89 DEG 58 MIN 01 SEC WEST 135.66 FEET; THENCE SOUTH 0 DEG 01 MIN 06 SEC EAST 204.67 FEET; THENCE SOUTH 89 DEG 58 MIN 01 SEC WEST 33.00 FEET; THENCE SOUTH 0 DEG 01 MIN 06 SEC EAST 0.17 FEET; THENCE SOUTH 89 DEG 58 MIN 01 SEC WEST 132.00 FEET TO THE EAST RIGHT OF WAY LINE OF 300 WEST STREET; THENCE NORTH 0 DEG 01 MIN 06 SEC WEST ALONG SAID EAST RIGHT OF WAY LINE 412.50 FEET TO THE POINT OF BEGINNING.

PARCEL 2:

BEGINNING AT A POINT ON THE SOUTH RIGHT OF WAY LINE OF 300 SOUTH STREET, SAID POINT BEING NORTH 89 DEG 58 MIN 01 SEC EAST 340.66 FEET FROM THE NORTHWEST CORNER OF BLOCK 49, PLAT "A", SALT LAKE CITY SURVEY; AND RUNNING THENCE SOUTH 0 DEG 01 MIN 06 SEC EAST 257.00 FEET; THENCE SOUTH 89 DEG 58 MIN 01 SEC WEST 15.33 FEET; THENCE SOUTH 0 DEG 01 MIN 06 SEC EAST 238.00 FEET; THENCE SOUTH 89 DEG 58 MIN 01 SEC WEST 160.33 FEET; THENCE SOUTH 0 DEG 01 MIN 06 SEC EAST 8.25 FEET; THENCE SOUTH 89 DEG 58 MIN 01 SEC WEST 33.00 FEET; THENCE NORTH 0 DEG 01 MIN 06 SEC WEST 90.92 FEET; THENCE NORTH 89 DEG 58 MIN 01 SEC EAST 33.00 FEET; THENCE NORTH 0 DEG 01 MIN 06 SEC WEST 204.67 FEET; THENCE NORTH 89 DEG 58 MIN 01 SEC EAST 135.66 FEET; THENCE NORTH 0 DEG 01 MIN 06 SEC WEST 207.66 FEET; THENCE NORTH 89 DEG 58 MIN 01 SEC EAST 40.00 FEET TO THE POINT OF BEGINNING.

EASEMENT PARCEL A:

PARCELS 1 AND 2 ABOVE BEING SUBJECT TO AND TOGETHER WITH THE NON-EXCLUSIVE EASEMENT RIGHTS CREATED BY DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS RECORDED AUGUST 16, 1994, AS ENTRY NO. 5900276, BOOK 7001, AT PAGE 1550 IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER, AS SAID DECLARATION HAS BEEN AMENDED BY THAT CERTAIN AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS RECORDED JULY 28, 1995 AS ENTRY NO. 6130095, IN BOOK 7195, AT PAGE 1999 IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER, AND BY THAT CERTAIN SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS RECORDED JULY 22, 1996 AS ENTRY NO. 6404030, IN BOOK 7441, AT PAGE 2640 IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER, WITHIN THE FOLLOWING DESCRIBED PROPERTY:

BEGINNING AT THE SOUTHEAST CORNER OF THE INTERSECTION OF 300 SOUTH STREET AND 300 WEST STREET, SAID POINT BEING THE NORTHWEST CORNER OF BLOCK 49, PLAT "A", SALT LAKE CITY SURVEY AND RUNNING THENCE NORTH 89 DEG 58 MIN 01 SEC EAST ALONG THE SOUTH RIGHT-OF-WAY LINE OF 300 SOUTH STREET 660.00 FEET TO THE NORTHEAST CORNER OF SAID BLOCK 49 AND THE WEST RIGHT-OF-WAY LINE OF 200 WEST STREET; THENCE SOUTH 0 DEG 01 MIN 06 SEC EAST ALONG SAID WEST LINE 570.00 FEET; THENCE SOUTH 89 DEG 58 MIN 01 SEC WEST 165.00 FEET; THENCE NORTH 0 DEG 01 MIN 06 SEC WEST 75.00 FEET; THENCE SOUTH 89 DEG 58 MIN

01 SEC WEST 330.00 FEET; THENCE SOUTH 0 DEG 01 MIN 06 SEC EAST 8.25 FEET; THENCE SOUTH 89 DEG 58 MIN 01 SEC WEST 33.00 FEET; THENCE NORTH 0 DEG 01 MIN 06 SEC WEST 90.75 FEET; THENCE SOUTH 89 DEG 58 MIN 01 SEC WEST 132.00 FEET TO THE EAST RIGHT-OFWAY LINE OF 300 WEST STREET; THENCE NORTH 0 DEG 01 MIN 06 SEC WEST ALONG SAID EAST LINE 412.50 FEET TO THE POINT OF BEGINNING.