

PREPARED BY AND
UPON RECORDATION RETURN TO:

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Attention: John W. Dombay, Esq.

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09/28/2016 01:23 PM \$24.00
Book - 10481 Pg - 4561-4566
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
KATTEN MUCHIN ROSENMAN LLP
550 S TRYON ST STE 2900
CHARLOTTE NC 28202
BY: TJA, DEPUTY - WI 6 P.

**ASSIGNMENT OF
ASSIGNMENT OF LEASES AND RENTS**

by

BENEFIT STREET PARTNERS CRE FINANCE LLC,
a Delaware limited liability company
(Assignor)

to

BSPCC SUB-LENDER II LLC,
a Delaware limited liability company
(Assignee)

Dated: As of September 16, 2016

Location: 150 West 500 South
Salt Lake City, Utah 84101

County: Salt Lake

ASSIGNMENT OF ASSIGNMENT OF LEASES AND RENTS

THIS ASSIGNMENT OF ASSIGNMENT OF LEASES AND RENTS (this "Assignment"), made and entered into as of September 16, 2016, is by **BENEFIT STREET PARTNERS CRE FINANCE LLC**, a Delaware limited liability company, having an address at 9 West 57th Street, Suite 4920, New York, New York 10019 ("Assignor"), in favor of **BSPCC SUB-LENDER II LLC**, a Delaware limited liability company, having an address at 9 West 57th Street, Suite 4920, New York, New York 10019 ("Assignee").

WITNESSETH

WHEREAS, Assignor is the present legal and equitable owner and holder of that certain Promissory Note dated as of August 25, 2016, executed by DHM SALT LAKE CITY HOTEL LESSEE, LP (together with its permitted successors and assigns, collectively, "**Borrower**"), and made payable to the order of Assignor in the stated principal amount of THIRTY-FIVE MILLION AND NO/100 DOLLARS (\$35,000,000.00) (the "**Note**") in connection with, inter alia, certain real property and improvements located thereon, and more particularly described on Exhibit A annexed hereto and made a part hereof (the "**Premises**"); and

WHEREAS, the Note is secured, inter alia, by the Assignment of Leases (as hereinafter defined); and

WHEREAS, the parties hereto desire that Assignor assign to Assignee, its successors and assigns, all of Assignor's right, title and interest in and to the Assignment of Leases.

NOW, THEREFORE, in consideration of the premises above set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and agreed, Assignor and Assignee hereby covenant and agree as follows:

1. Assignment. Assignor does hereby transfer, assign, grant and convey to Assignee, its successors and assigns, all of the right, title and interest of Assignor in and to the following described instruments, and does hereby grant and delegate to Assignee, its successors and assigns, any and all of the duties and obligations of Assignor thereunder from and after the date hereof:

That certain Assignment of Leases and Rents, dated as of August 25, 2016, made by Borrower, as assignor for the benefit of Assignor, as assignee, and recorded on September 1, 2016, in the Land Records of Salt Lake County, Utah as Document No. 12350060, Book 10471, Page 7479-7491 (the "**Assignment of Leases**"), encumbering the Premises, together with the notes and bonds secured thereby.

2. Assumption. From and after the date hereof, Assignee hereby accepts this Assignment and assumes and agrees to observe, perform and be bound by all of the terms, covenants, agreements, conditions and obligations of the Assignment of Leases required to be observed or performed by Assignor thereunder.

3. Representations and Warranties of Assignor. This Assignment is an absolute assignment. This Assignment is made without recourse, representation or warranty, express or implied, upon Assignor, except as expressly set forth herein. Assignor hereby warrants and represents to Assignee that:

(a) Prior to the execution hereof, Assignor has not sold, transferred, assigned, conveyed, pledged or endorsed any right, title or interest in the Assignment of Leases to any person or entity other than Assignee; and

(b) Assignor has full right and power to sell and assign the same to Assignee subject to no interest or participation of, or agreement with, any party other than Assignee.

4. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State in which the Premises are located.

5. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

6. Headings. The headings of the paragraphs of this Assignment have been included only for convenience, and shall not be deemed in any manner to modify or limit any of the provisions of this Assignment or be used in any manner in the interpretation of this Assignment.

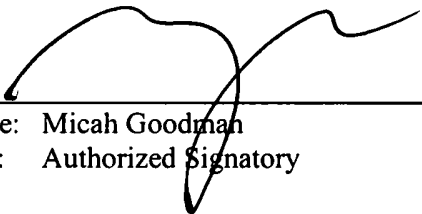
7. Interpretation. Whenever the context so requires in this Assignment, all words used in the singular shall be construed to have been used in the plural (and vice versa), each gender shall be construed to include any other genders, and the word "person" shall be construed to include a natural person, a corporation, a firm, a partnership, a joint venture, a trust, an estate or any other entity.

8. Partial Invalidity. Each provision of this Assignment shall be valid and enforceable to the fullest extent permitted by law. If any provision of this Assignment or the application of such provision to any person or circumstance shall, to any extent, be invalid or unenforceable, then the remainder of this Assignment, or the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected by such invalidity or unenforceability.

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

ASSIGNOR:

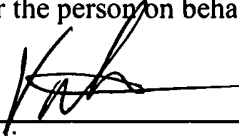
**BENEFIT STREET PARTNERS CRE
FINANCE LLC**, a Delaware limited liability
company

By: 
Name: Micah Goodman
Title: Authorized Signatory

ACKNOWLEDGMENT

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On the 11 day of August in the year 2016, before me, the undersigned, a notary public in and for said State, personally appeared Micah Goodman, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person on behalf of which the individual acted, executed the instrument.



Notary Public

Victoria A. Kuhne
Notary Public, State of New York
No. 01KU6328486
Qualified in New York County
Commission Expires August 3, 2019

EXHIBIT A

REAL PROPERTY IN THE CITY OF SALT LAKE CITY, COUNTY OF SALT LAKE, STATE OF UTAH, DESCRIBED AS FOLLOWS:

PARCEL 1: (15-01-429-003)

COMMENCING AT THE NORTHEAST CORNER OF LOT 5, BLOCK 41, PLAT "A", SALT LAKE CITY SURVEY AND RUNNING THENCE WEST 123 $\frac{3}{4}$ FEET, THENCE SOUTH 10 RODS, THENCE EAST 123 $\frac{3}{4}$ FEET, THENCE NORTH 10 RODS TO THE PLACE OF BEGINNING.

PARCEL 2: (15-01-429-004)

COMMENCING AT THE NORTHWEST CORNER OF LOT 6, BLOCK 41, PLAT "A", SALT LAKE CITY SURVEY AND RUNNING THENCE EAST 5 RODS, THENCE SOUTH 10 RODS, THENCE WEST 5 RODS, THENCE NORTH 10 RODS TO THE PLACE OF BEGINNING.

PARCEL 3: (15-01-429-005)

COMMENCING 5 RODS EAST OF THE NORTHWEST CORNER OF LOT 6, BLOCK 41, PLAT "A", SALT LAKE CITY SURVEY, AND RUNNING THENCE EAST 2 $\frac{1}{2}$ RODS, THENCE SOUTH 10 RODS, THENCE WEST 2 $\frac{1}{2}$ RODS, THENCE NORTH 10 RODS TO THE PLACE OF BEGINNING.

PARCEL 4: (15-01-429-011)

BEGINNING AT A POINT 165 FEET WEST FROM THE SOUTHEAST CORNER OF LOT 1, BLOCK 41, PLAT "A", SALT LAKE CITY SURVEY AND RUNNING THENCE WEST 495 FEET TO THE SOUTHWEST CORNER OF LOT 2, SAID BLOCK 41, THENCE NORTH 495 FEET TO THE NORTHWEST CORNER OF LOT 4, SAID BLOCK 41, THENCE EAST 561 FEET, THENCE NORTH 66 FEET, THENCE EAST 99 FEET, THENCE SOUTH 445.5 FEET, THENCE WEST 165 FEET, THENCE SOUTH 115.5 FEET TO THE POINT OF BEGINNING.

PARCEL 4-A:

A RIGHT OF WAY CREATED IN THAT WARRANTY DEED RECORDED APRIL 4, 1907 AS ENTRY NO. 220717 IN BOOK 7-L, PAGE 248 OVER AND ACROSS THE FOLLOWING DESCRIBED PROPERTY: BEGINNING AT A POINT 99 FEET WEST FROM THE NORTHEAST CORNER OF SAID LOT 6, BLOCK 41, PLAT "A", SALT LAKE CITY SURVEY, AND RUNNING THENCE SOUTH 124 FEET, THENCE WEST 25 FEET, THENCE NORTH 25 FEET, THENCE EAST 15 FEET, THENCE NORTH 99 FEET, THENCE EAST 10 FEET TO THE PLACE OF BEGINNING.

AS SURVEYED LEGAL DESCRIPTION: (FOR PARCELS 1, 2; 3, AND 4)

BEGINNING AT A POINT ON THE WESTERLY RIGHT-OF-WAY OF WEST TEMPLE STREET, POINT BEING SOUTH 99.00 FEET FROM THE NORTHEAST CORNER OF LOT 6, BLOCK 41, PLAT "A", SALT LAKE CITY SURVEY AND RUNNING THENCE SOUTH 0°01'10" EAST 445.50 FEET ALONG SAID RIGHT-OF-WAY TO A POINT NORTH 0°01'10" WEST 115.50 FEET FROM THE SOUTHEAST CORNER OF LOT 1, BLOCK 41, PLAT "A", SALT LAKE CITY SURVEY, POINT ALSO BEING THE NORTHEAST CORNER OF A PARCEL MORE PARTICULARLY DESCRIBED IN ENTRY NO. 9292403 IN BOOK 9091 AT PAGE 4685, RECORDED AND ON FILE AT SALT LAKE COUNTY RECORDERS OFFICE, STATE OF UTAH; THENCE ALONG SAID PARCEL THE FOLLOWING TWO (2) COURSES, SOUTH 89°57'40" WEST 165.00 FEET, TO A FOUND REBAR & CAP STAMPED "B&G 127636"; THENCE SOUTH 0°01'10" EAST 115.50 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF 500 SOUTH STREET; THENCE SOUTH 89°57'40" WEST 495.00 FEET ALONG SAID RIGHT-OF-WAY TO A POINT ON THE EASTERLY RIGHT-OF-WAY OF 200 WEST STREET; THENCE NORTH 0°01'10" WEST 495.00 FEET TO THE SOUTHWEST CORNER OF A PARCEL IDENTIFIED BY

SALT LAKE COUNTY PARCEL NO. 15-01-429-001; THENCE NORTH 89°57'54" EAST 206.25 FEET ALONG SAID PARCEL, ALSO ALONG A PARCEL IDENTIFIED BY SALT LAKE COUNTY PARCEL NO. 15-01-429-002, TO THE SOUTHEAST CORNER OF SAID PARCEL; THENCE NORTH 0°01'10" WEST 165.00 FEET ALONG THE EASTERLY LINE OF SAID PARCEL TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY OF 400 SOUTH STREET; THENCE NORTH 89°57'54" EAST 247.50 FEET TO A POINT ON A PARCEL MORE PARTICULARLY DESCRIBED IN ENTRY NO. 9857562 IN BOOK 9356 AT PAGE 6884, RECORDED AND ON FILE AT SALT LAKE COUNTY RECORDERS OFFICE, STATE OF UTAH; THENCE ALONG SAID PARCEL THE FOLLOWING THREE (3) COURSES, SOUTH 0°01'10" EAST 165.10 FEET ALONG THE WESTERLY LINE OF SAID PARCEL; THENCE NORTH 89°57'54" EAST 107.25 FEET ALONG THE SOUTHERLY LINE OF SAID PARCEL; THENCE NORTH 0°01'10" WEST 66.00 FEET ALONG THE EASTERLY LINE OF SAID PARCEL TO THE SOUTHWEST CORNER OF A PARCEL MORE PARTICULARLY DESCRIBED IN ENTRY NO. 6104557 IN BOOK 7172 AT PAGE 167, RECORDED AND ON FILE AT SALT LAKE COUNTY RECORDERS OFFICE, STATE OF UTAH; THENCE NORTH 89°57'54" EAST 99.00 FEET ALONG THE SOUTHERLY LINE OF SAID PARCEL TO THE POINT OF BEGINNING.

TAX ID: 15-01-429-003, 15-01-429-004, 15-01-429-005, AND 15-01-429-011