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9/30/2016 2:29:00 PM \$69.00
Book - 10483 Pg - 825-852
Gary W. Ott
Recorder, Salt Lake County, UT
EAGLE GATE TITLE INS AGCY
BY: eCASH, DEPUTY - EF 28 P.

When Recorded, Return to:
Uibel Trust
c/o Todd Fuller, Wealth Management Group
Wells Fargo Bank, N.A.
299 S. Main, 8th Floor
Salt Lake City, UT 84101

ASSIGNMENT AND ASSUMPTION OF LAND LEASE

THIS AGREEMENT AND ASSUMPTION OF LAND LEASE (this “**Assignment**”) is made this 21st day of September, 2016 (the “**Effective Date**”) by and between 1659 West North Temple, LLC, a Utah limited liability company (“**Assignor**”), and Om Shivam Hospitality LLC, a Utah limited liability company (“**Assignee**”), as consented to by Landlords (as defined below).

WHEREAS, Assignor is the present lessee of certain property (as more particularly described on Exhibit A attached hereto, the “**Property**”) located at 1659 West North Temple, Salt Lake City, Utah 84116, pursuant to that certain Land Lease dated April 30, 2013, a memorandum of which was recorded in Official Records of Salt Lake county, Utah (the “**Records**”) in Volume 10136 and recorded May 10, 2013, Page 9819, (the “**Land Lease**”), between Wells Fargo Bank, N.A., as Trustee of the Crystal Joy Craig Trust, Wells Fargo Bank, N.A., as Trustee of the Carol Susan Craig Trust, Georgia Elaine Carlson, an individual, Carol Woodruff, an individual, Blake Woodruff, an individual, Colin Edwin Carlson, an individual, and Nicholas George Carlson, an individual (hereafter collectively called “**Landlords**”), and Assignor;

WHEREAS, Alex Xu (“**Assignor Guarantor**”) guaranteed the Assignor’s performance of its obligations under the Land Lease pursuant to a Guaranty dated as of April 12, 2013 (the “**Assignor Guaranty**”);

WHEREAS, as a condition of the Landlord’s consent to the assignment below and to the release of the Assignor Guaranty, Vishal A. Soni (the “**Assignee Guarantor**”) has executed a Guaranty wherein Assignee Guarantor has guaranteed the obligations of the Assignee under the Land Lease (the “**Assignee Guaranty**”);

WHEREAS, Assignor desires to transfer and assign to Assignee, and Assignee desires to assume, all of Assignor's right, title, duties, obligations, liabilities and interest in, to and under the Land Lease first accruing from and after the date hereof;

WHEREAS, Landlords have been notified of Assignor's intention to assign all of its interest and obligations in and to the aforementioned Land Lease to Assignee;

NOW THEREFORE, in consideration of the mutual covenants hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

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1. Assignor hereby assigns to Assignee and its successors and assigns, as of the Effective Date, all of Assignor's right, title and interest in, to and under the Land Lease for the balance of the term thereof and all renewals, if any, upon the terms and conditions herein set forth.

2. Assignee hereby accepts such assignment as of the Effective Date, and assumes and agrees to be bound by and to fully and timely keep, perform and fulfill each and all of the terms, covenants, conditions and obligations required to be observed, kept, performed and fulfilled by Assignor first accruing from and after the Effective Date, as "Tenant" under the Land Lease, in the place and stead of Assignor.

3. Assignor hereby agrees to indemnify Assignee against, and hold Assignee harmless from, any and all suits, claims, actions, damages, liabilities, losses, costs or expenses (including, without limitation, reasonable attorneys' fees and disbursements) which Assignor may sustain or incur, arising out of, in connection with, or by reason of, Assignor's actions and/or failure to observe, perform or comply with any of its obligations during the term of the Land Lease on or prior to the Effective Date.

4. Assignee hereby agrees to indemnify Assignor against, and hold Assignor harmless from, any and all suits, claims, actions, damages, liabilities, losses, costs or expenses (including, without limitation, reasonable attorneys' fees and disbursements) which Assignee may sustain or incur, arising out of, in connection with, or by reason of, Assignee's actions and/or failure to observe, perform or comply with any of its obligations during the term of the Land Lease first accruing after the Effective Date.

5. Assignor represents and warrants to Assignee that there is no existing, uncured default under the Land Lease on the Assignor's part and no event has occurred which, with the giving of notice, the lapse of time, or both, could construe such an event of default under the Land Lease.

6. If any litigation or dispute between the parties arises out of the obligations of the parties under this Assignment or concerning the meaning or interpretation of any provision contained herein, the non-prevailing party shall pay the prevailing party's costs and expenses of such litigation including, without limitation, reasonable attorneys' fees.

7. Landlords, by execution of this Assignment, hereby consent to the assignment of the Land Lease by Assignor to Assignee. In the event that there has been no default by Assignee under the Land Lease during the first year after the date hereof that has not been cured within the prescribed cure period, Assignor shall be generally, fully and completely forever and unconditionally released from any and all responsibilities, duties, obligations and liabilities under the Land Lease and Assignor Guarantor shall be generally, fully and completely forever and unconditionally released under the Assignor Guaranty from any and all responsibilities, duties, obligations, and liabilities under the Assignor Guaranty. The release contained herein shall be automatic without the requirement of Landlords signing any separate release. Notwithstanding the preceding, at the request of Assignor or the Assignor Guarantor, Landlords shall execute a document documenting such release.

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8. The parties acknowledge and agree that Assignee is acquiring the Land Lease through leasehold financing provided by Assignor. The leasehold financing will be secured by a Leasehold Deed of Trust With Absolute Assignment of Leases and Rents, Security Agreement and Fixture Filing (the "**Leasehold Mortgage**") and a UCC-1 financing statement. Landlords hereby consent to the leasehold financing, the Leasehold Mortgage and the security granted in the collateral; provided that Assignee shall, in no event, have the right to, in any way, encumber Landlords' reversionary estate in and to any part of the Premises. Landlords hereby agree for the benefit of Assignor and its successors and assigns as follows:

(a) Landlords do hereby assent to such Leasehold Mortgage, any assignment of the Assignee's rights in and to the Land Lease in connection with such Leasehold Mortgage, and to any subsequent sale or transfer of the Leasehold Estate as permitted in such Leasehold Mortgage; provided that such sale or transfer is consented to by Landlords as required by the Land Lease.

(b) Until all obligations of Assignee to the Assignor as part of the leasehold financing and associated documents (the "**Loan Obligations**") shall have been completely paid and performed and the Leasehold Mortgage shall have been discharged, Landlords shall not take any action to terminate on account of a default of Assignee under the Land Lease or to exercise any other remedy for default in the obligations of Assignee under the Land Lease without first complying with the requirements of this Section 8. Subject to Assignor's right to receive a New Lease (as defined below) during the Term of the Land Lease, as hereinafter set forth, nothing herein shall operate to extend the Term of the Land Lease or prevent Landlords from exercising any rights and remedies after the expiration of the Term of the Land Lease.

(c) Until the Loan Obligations shall have been completely paid and performed and the Leasehold Mortgage shall have been discharged, neither Landlords nor Assignee shall terminate, amend or, modify the Land Lease, or exclude any parcel or land from the Land Lease without Assignor's prior written consent, except as may be expressly permitted hereunder. Any such termination, amendment, modification or exclusion without Assignor's prior written consent shall not be binding upon Landlords, Assignee or Assignor, or their successors or assigns. Nothing herein shall prevent Landlords from exercising any rights and remedies after the expiration of the Term.

(d) In the event the ownership of the fee and leasehold interests of the Leasehold Estate become vested in the same person or entity, then as long as the Leasehold Mortgage shall remain outstanding, such occurrence shall not result in a merger of title. Rather, the Land Lease and the Leasehold Mortgage lien thereon shall remain in full force and effect.

(e) Landlords shall send to Assignor in the manner provided in the Land Lease, a true, correct and complete copy of any notice provided to Assignee of a default by Assignee under the Land Lease at the same time as and whenever any such notice of default shall be given by Landlords to Assignee, addressed to Assignor at the address last furnished to Landlords by Assignor. No notice by Landlords shall be deemed to have been given to Assignee unless and until a copy thereof shall have been sent to Assignor as provided above. Assignee irrevocably directs that Landlords accept, and Landlords agree to accept, performance and compliance by Assignor of and with any term, covenant, agreement, provision, condition or limitation on

Assignee's part to be kept, observed or performed under the Land Lease with the same force and effect as though kept, observed or performed by Assignee.

(f) Notwithstanding anything provided to the contrary in the Land Lease, the Land Lease shall not be terminated because of a default or breach hereunder (provided that nothing herein shall prevent Landlords from exercising its remedies after the expiration of the Term) on the part of Assignee until and unless:

(i) Notice of any such default or breach shall have been delivered to Assignor at the address last furnished to Landlords by Assignor in accordance with the provisions above;

(ii) With respect to a default or breach that is curable solely by the payment of money, Assignor has not cured such default or breach within thirty (30) days following the expiration of the applicable notice and cure period set forth in the Land Lease; and

(iii) With respect to a default or breach that is not curable solely by the payment of money, Assignor has not cured such default or breach within thirty (30) days following the expiration of any of Assignee's notice and cure periods set forth in the Land Lease or, if such default or breach is curable but cannot be cured within such time period, (aa) Assignor has not notified Landlords within such time period that it intends to cure such default or breach, (bb) Assignor has not diligently commenced to cure such default or breach, or (cc) Assignor does not prosecute such cure to completion.

(iv) Furthermore, notwithstanding anything to the contrary contained herein, if Assignor determines to foreclose or cause its designee to foreclose the Leasehold Mortgage or to acquire or cause its designee to acquire the Leasehold Estate or to succeed or cause its designee to succeed to Assignee's possessory rights with respect to the Leasehold Estate or to appoint a receiver before it effectuates the cure of any non-monetary breach or default by Assignee hereunder (provided that Assignor has timely cured all monetary defaults and thereafter continues to timely make all payments of rent due under the Land Lease), the cure periods set forth above shall be extended by any period during which foreclosure proceedings, or legal proceedings to succeed to Assignee's possessory rights, or proceedings to appoint the receiver are conducted, as the case may be. Any such proceedings shall be commenced promptly after the notice of default is delivered to Assignor and shall be diligently prosecuted. Promptly after Assignor or a designee of Assignor acquires the Leasehold Estate pursuant to foreclosure proceedings or otherwise or succeeds to Assignee's possessory rights or promptly after a receiver is appointed, as the case may be, Assignee or its designee shall cure said breach or default.

(v) So long as the Leasehold Mortgage is in effect and remains a lien on the Leasehold Estate, notwithstanding anything provided to the contrary in the Land Lease, the Land Lease shall not be terminated because of a default or breach hereunder on the part of Assignee, which is a "Non-Curable Default" (as hereinafter defined). For the purposes of the Land Lease, the term "**Non-Curable Default**" shall mean a non-monetary Default related to the status of, or actions by, Assignee, as contrasted with conditions related to the Premises that cannot be cured by Assignor; so that the filing of a bankruptcy petition by or against Assignee or the appointment of a receiver of Assignee's assets would be examples of a Non-Curable Default, whereas the

failure to maintain or repair the Premises would be an example of a Default which Assignor would be able to cure.

(g) Without the written consent of Assignor, Landlords agree not to accept a cancellation or voluntary surrender of the Land Lease at any time prior to the expiration of the Term of the Land Lease while the Leasehold Mortgage is in effect and remains a lien on the Leasehold Estate; and any such attempted cancellation or surrender of the Land Lease without the written consent of Assignor shall be null and void and of no force or effect. Landlords and Assignee further agree for the benefit of Assignor that, so long as any such Leasehold Mortgage is in effect and remains a lien on the Leasehold Estate, Landlords and Assignee will not subordinate the Land Lease, or any New Lease entered into pursuant below, to any mortgage or deed of trust that may hereafter be placed on Landlords' Reversionary Estate unless the Fee Mortgagee shall have entered into the Subordination and Non-Disturbance Agreement required herein, or consent to any prepayment of any rent, without securing the prior written consent of Assignor.

(h) It is acknowledged that the Leasehold Mortgage may be assigned by Assignor in accordance with its terms. Notwithstanding anything stated to the contrary in this Lease, the following transfers shall be permitted and shall not require the approval or consent of Landlord:

(i) A transfer of the Leasehold Estate at foreclosure sale under the Leasehold Mortgage, whether pursuant to the power of sale contained therein or a judicial foreclosure decree, or by an assignment in lieu of foreclosure, or

(ii) Any subsequent transfer by Assignor or its nominee or designee if Assignor, or such nominee or designee, is the purchaser at such foreclosure sale or under such assignment in lieu of foreclosure.

(iii) Assignor or its nominee or designee if Assignor, or such nominee or designee, is the purchaser at such foreclosure sale or under such assignment in lieu of foreclosure shall be liable to perform the obligations of Assignee under the Land Lease only so long as such entity holds title to the Leasehold Estate, provided that upon any conveyance of such entity's interest in the Leasehold Estate such entity's transferee expressly assumes and agrees to perform all of the obligations of Assignee under the Land Lease.

(iv) Following any transfer described above, all Non-Curable defaults existing under the Land Lease prior to such transfer shall not be enforceable against any assignee. Nothing herein shall release Assignee from any default under the Land Lease.

(i) If this Lease is terminated because of Default of Assignee hereunder or for any other reason or is extinguished for any reason other than the expiration of the Term (including, without limitation, rejection of this Lease by a trustee in bankruptcy), then provided that Assignor has paid and continues to timely pay all rent due hereunder and further provided Assignor has cured all Defaults of the Assignee (other than Non-Curable Defaults) Assignor may elect to demand a new lease of the Leasehold Estate (the "New Lease") by notice to Landlords within thirty (30) days after such termination. If Assignor fails to give notice to Landlords of its election to demand a New Lease, Assignor shall be deemed to have elected not to demand a New

Lease and the Land Lease shall terminate and expire upon the expiration of said thirty (30) day period. Upon any such election, the following provisions shall apply:

(i) The New Lease shall be for the remainder of the Term of the Land Lease (including the right to thereafter extend the Term of the Land Lease for any then unexercised Renewal Periods), effective on the date of termination, at the same rent and shall contain the same covenants, agreements, conditions, provisions, restrictions and limitations as are then contained in the Land Lease. Such New Lease shall be subject to all then-existing subleases.

(ii) The New Lease shall be executed by Landlords within thirty (30) days after receipt by Landlords of notice of Assignor's or such other acquiring person's election to enter into a New Lease.

(iii) Any New Lease and the leasehold estate created thereby shall, subject to the same conditions contained in the Land Lease, continue to maintain the same priority as the Land Lease with regard to any Leasehold Mortgage or any other lien, charge or encumbrance affecting the Premises. Assignor and Landlords agree to execute and deliver any other documents that may be necessary to ensure the New Lease maintain the same priority as the Land Lease. Concurrently with the execution and delivery of the New Lease, Landlords shall assign to the tenant named therein all of its right, title and interest in and to moneys, if any, then held by or payable to Landlords which Assignee would have been entitled to receive but for the termination of the Land Lease and Assignee hereby irrevocably directs that Landlords assign such right, title and interest of Landlords in and to such moneys and hereby releases Landlords from any liability in connection with such assignment. Assignee acknowledges and agrees that Landlords shall have no obligation to inquire as to the whether such new tenant's demand is correct or proper.

(iv) If Assignee refuses to surrender possession of the Leasehold Estate, Landlords shall, at the request of Assignee or such other acquiring person, institute and pursue diligently to conclusion the appropriate legal remedy or remedies to oust or remove Assignee and all subtenants actually occupying the Leasehold Estate or any part thereof who are not authorized to remain in possession hereunder. Any such action taken by Landlords at the request of Assignor or such other acquiring person shall be at Assignor's or such other acquiring person's sole expense.

If the Land Lease shall terminate as set forth above or if the New Lease is entered into between Assignor and Landlords, Assignor shall promptly discharge and remove of record the Leasehold Mortgage. If Assignor fails to do so within thirty (30) days following such termination or entry into the New Lease, then Landlords shall have the right to take all action, including commencing a lawsuit, as is necessary to cause the Leasehold Mortgage to be discharged and Assignor shall reimburse Landlords, on demand, for all costs and expenses, including reasonable attorneys' fees, incurred by Landlords in connection with same.

(k) The provisions of this Section 8 shall be binding upon and inure to the benefit of Assignor's successors and assigns. To the extent of any inconsistency between the terms and provisions contained in other sections of the Land Lease and the terms and conditions set forth in this Agreement, the terms and conditions set forth in this Agreement shall govern and control.

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(l) The terms of this Section 8, and the rights of Assignor, and the obligations of Landlords and Assignee arising hereunder shall not be affected, modified or impaired in any manner or to any extent by (a) any renewal, replacement, amendment, extension, substitution, revision, consolidation, modification or termination of any of the Loan Obligations; (b) the validity or enforceability of any document evidencing or securing the Loan Obligations; (c) the release, sale, exchange for surrender, in whole or in part, of any collateral security, now or hereafter existing, for any of the Loan Obligations; (d) any exercise or nonexercise of any right, power or remedy under or in respect of the Loan Obligations; or (e) any waiver, consent, release, indulgence, extension, renewal, modification, delay or other action, inaction or omission in respect of the Loan Obligations, all whether or not Landlords shall have had notice or knowledge of any of the foregoing and whether or not it shall have consented thereto.

(m) Any and all buildings and improvements owned by Assignee prior to any termination of the Land Lease after a Default of Assignee shall automatically pass to, vest in and belong to Assignor, and shall not become the property of Landlords unless and until the final expiration or sooner termination of the Land Lease not followed by a New Lease as provided in above.

(n) The Parties agree that, as used herein, the phrases "monetary default" and defaults that are "curable by the payment of money" shall include failure by the Tenant under the Land Lease to pay rent, taxes, insurance premiums, costs of maintenance and repairs, and amounts due to any other party with respect to any other obligations by Tenant under the Land Lease.

9. In the event that Landlords mortgage or otherwise encumber the Reversionary Estate, Landlords shall deliver to Assignee a Subordination and Non-Disturbance Agreement containing commercially reasonable terms recognizing the terms of Section 8 above. Assignee agrees to execute the Subordination and Non-Disturbance Agreement promptly thereafter.

10. This Assignment shall be governed by and construed in accordance with the laws of the State of Utah.

11. This Assignment may be executed in any number of counterparts, each of which shall be effective only upon delivery and thereafter shall be deemed an original, and all of which shall be taken to be one and the same instrument, for the same effect as if all parties hereto had signed the same signature page. Electronic signatures shall be treated as original signatures.

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

13. This Assignment has been executed by the Landlords based on a representation from the Assignee that a signed Franchise Agreement with Ramada Inn in the form previously provided to Landlords will be delivered to Landlords no later than five business days after the date hereof. In the event that such signed Franchise Agreement is not delivered by such date, this Assignment shall be deemed to be terminated and of no force or effect.

[Reminder of this page intentionally left blank. Signature pages follow.]

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IN WITNESS WHEREOF, the parties hereto have executed this Assignment to be effective as of the Effective Date.

ASSIGNOR:

1659 West North Temple, LLC,
a Utah limited liability company

By: Kevin Brooks
Kevin Brooks, President

STATE OF Arizona)
COUNTY OF Maricopa : ss.

The foregoing instrument was acknowledged before me this 23 day of September, 2016, by Kevin Brooks, the President of 1659 West North Temple, LLC, a Utah limited liability company.



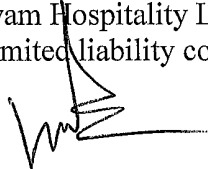
Salvatore Lo Verde
NOTARY PUBLIC
Residing at: Scottsdale, AZ

My Commission Expires:
03/13/2020

IN WITNESS WHEREOF, the parties hereto have executed this Assignment to be effective as of the Effective Date.

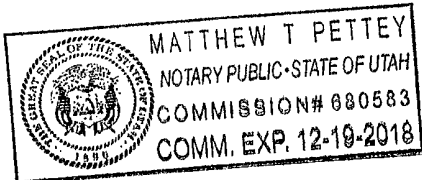
ASSIGNEE:


Om Shivam Hospitality LLC,
a Utah limited liability company

By: 
Its: Vishal A Soni
Manager

STATE OF Utah)
COUNTY OF Salt Lake) : ss.

The foregoing instrument was acknowledged before me this 29 day of September, 2016, by Vishal A. Soni, the Manager of Om Shivam Hospitality LLC, a Utah limited liability company.




NOTARY PUBLIC
Residing at: Sandy UT

My Commission Expires:
19 Dec 2018

IN WITNESS WHEREOF, the parties hereto have executed this Assignment to be effective as of the Effective Date.

LANDLORD:

Georgia Elaine Carlson 9/21/2016
GEORGIA ELAINE CARLSON

STATE OF ARIZONA)
COUNTY OF MARICOPA) : ss.

On the 21st day of September, 2016, personally appeared before me Georgia Elaine Carlson, the signer of the foregoing instrument, who duly acknowledged to me that she executed the same.

Jon Bellwood
NOTARY PUBLIC
Residing at: 8991 E MOUNTAIN VIEW RD
SCOTTSDALE AZ 85258

My Commission Expires:
02/08/20



IN WITNESS WHEREOF, the parties hereto have executed this Assignment to be effective as of the Effective Date.

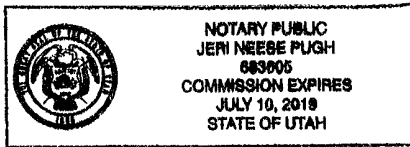
LANDLORDS:

WELLS FARGO BANK, N.A.,
Trustee of the Crystal Joy Craig Trust

By: Todd Fuller / Asst. Vice Pres

STATE OF UTAH)
: ss.
COUNTY OF SALT LAKE)

On the 26th day of September, 2016, personally appeared before me Todd Fuller, as Trustee of the Crystal Joy Craig Trust, the signer of the foregoing instrument, who duly acknowledged to me that he executed the same.



Jeri Neese Pugh
NOTARY PUBLIC
Residing at: Salt Lake City, UT

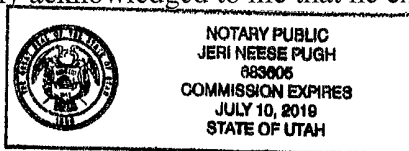
My Commission Expires: 07-10-2019

WELLS FARGO BANK, N.A.,
Trustee of the Carol Susan Craig Trust

By: Todd Fuller / Asst. Vice Pres

STATE OF UTAH)
: ss.
COUNTY OF SALT LAKE)

On the 26th day of September, 2016, personally appeared before me Todd Fuller, as Trustee of the Carol Susan Craig Trust, the signer of the foregoing instrument, who duly acknowledged to me that he executed the same.



Jeri Neese Pugh
NOTARY PUBLIC
Residing at: Salt Lake City, UT

My Commission Expires: 07-10-2019

IN WITNESS WHEREOF, the parties hereto have executed this Assignment to be effective as of the Effective Date.

LANDLORD:

Carol Woodruff
CAROL WOODRUFF

STATE OF California
: ss.
COUNTY OF Los Angeles

On the 21st day of September, 2016, personally appeared before me Carol Woodruff, the signer of the foregoing instrument, who duly acknowledged to me that she executed the same.

Natalie J.
NOTARY PUBLIC
Residing at: 7404 Foothill Blvd Tyngue 91042

My Commission Expires: 12-04-2017

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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)
County of Los Angeles)

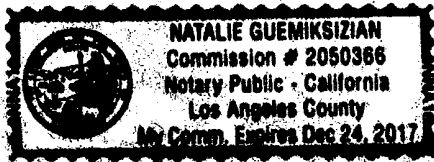
On 09-21-2016 before me, Natalie Guemksizian (Notary Public),
Date Here Insert Name and Title of the Officer

personally appeared Carol Woodruff
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) 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 Natalie G.
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer -- Title(s): _____

Partner -- Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

Signer's Name: _____

Corporate Officer -- Title(s): _____

Partner -- Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

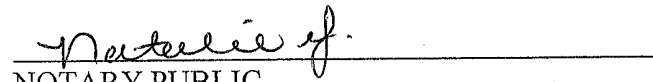
IN WITNESS WHEREOF, the parties hereto have executed this Assignment to be effective as of the Effective Date.

LANDLORD:


BLAKE WOODRUFF

STATE OF California)
COUNTY OF Los Angeles ss.

On the 21st day of September, 2016, personally appeared before me Blake Woodruff, the signer of the foregoing instrument, who duly acknowledged to me that he executed the same.


NOTARY PUBLIC
Residing at: 7404 Foothill Blvd Torrance 90505

My Commission Expires: 12.24.2017

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

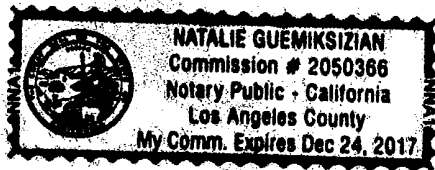
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Los Angeles)
On 09-21-2016 before me, Natalie Guemiksizian (Notary Public),
Date Here Insert Name and Title of the Officer
personally appeared Blake Woodruff
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) 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 Natalie Guemiksizian
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

IN WITNESS WHEREOF, the parties hereto have executed this Assignment to be effective as of the Effective Date.

LANDLORD:

Colin E. Carlson

COLIN EDWIN CARLSON

STATE OF Alabama)

COUNTY OF Colbert) : ss.

On the 21st day of September, 2016, personally appeared before me Colin Edwin Carlson, the signer of the foregoing instrument, who duly acknowledged to me that he executed the same.

Megan Waterfield

NOTARY PUBLIC

Residing at: 2015 E. Avalon Ave

Muscle Shoals, AL 35661

My Commission Expires: 8/18/2020



IN WITNESS WHEREOF, the parties hereto have executed this Assignment to be effective as of the Effective Date.

LANDLORD:

Nicholas George Carlson
NICHOLAS GEORGE CARLSON

STATE OF Arizona)
: ss.
COUNTY OF Maricopa)

On the 22 day of September, 2016, personally appeared before me Nicholas George Carlson, the signer of the foregoing instrument, who duly acknowledged to me that he executed the same.

Levi Hatch
NOTARY PUBLIC
Residing at: Scottsdale AZ

My Commission Expires: 10/31/19

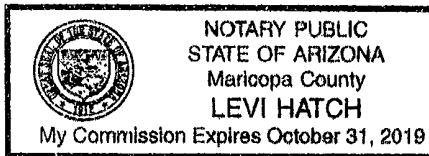


Exhibit A
Legal Description

Located in Salt Lake County, Utah:

PARCEL 1:

BEGINNING AT A POINT 33.5 FEET NORTH OF THE SOUTH QUARTER CORNER OF SECTION 34, TOWNSHIP 1 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE NORTH 476.5 FEET; THENCE EAST 150 FEET; THENCE NORTH 150 FEET; THENCE EAST 249.25 FEET; THENCE SOUTH 250 FEET; THENCE EAST 100 FEET; THENCE SOUTH 376.5 FEET; THENCE WEST 499.25 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPTING THEREFROM, A PARCEL OF LAND AS CONVEYED BY THAT CERTAIN SPECIAL WARRANTY DEED, RECORDED JUNE 14, 2002, AND ENTRY NO. 8265327, IN BOOK 8609 AT PAGE 4687, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST RIGHT OF WAY LINE OF REDWOOD ROAD, SAID POINT BEING NORTH 00° 04' 28" EAST 33.50 FEET AND NORTH 89° 56' 26" EAST 18.21 FEET AND NORTH 1° 08' 10" WEST 476.58 FEET (476.60 FEET MEASURED) FROM THE SOUTH QUARTER CORNER OF SECTION 34, TOWNSHIP 1 NORTH RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE NORTH 1° 08' 10" WEST ALONG THE EAST RIGHT OF WAY LINE OF REDWOOD ROAD 150.03 FEET, MORE OR LESS, TO THE SOUTH RIGHT OF WAY LINE OF NORTH TEMPLE STREET; THENCE NORTH 89° 56' 26" EAST ALONG SAID SOUTH RIGHT OF WAY LINE OF NORTH TEMPLE STREET 180.42 FEET; THENCE SOUTH 0° 03' 08" EAST 150.00 FEET; THENCE SOUTH 89° 56' 26" WEST 177.58 FEET TO THE POINT OF BEGINNING.

PARCEL 1A:

TOGETHER WITH A NON-EXCLUSIVE RIGHT OF WAY OVER THE FOLLOWING DESCRIBED PROPERTY:

COMMENCING AT A POINT ON THE SOUTH SIDE OF NORTH TEMPLE STREET 499.25 FEET EAST AND 660 FEET NORTH OF THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 1 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE EAST 20 FEET; THENCE SOUTH 250 FEET; THENCE WEST 20 FEET; THENCE NORTH 250 FEET TO THE PLACE OF COMMENCEMENT.

AT THE SAME IS AN APPURTENANCE TO THAT PORTION OF PARCEL 1 LYING WITHIN THE FOLLOWING DESCRIBED:

COMMENCING AT THE POINT ON THE SOUTH SIDE OF NORTH TEMPLE STREET

4850-1960-1720

499.25 FEET EAST AND 660 FEET NORTH OF THE SOUTHWEST CORNER OF THE
SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 1 NORTH, RANGE 1 WEST, SALT
LAKE BASE AND MERIDIAN AND RUNNING THENCE WEST 100 FEET ALONG THE
SOUTH SIDE OF NORTH TEMPLE STREET; THENCE SOUTH 250 FEET; THENCE EAST
100 FEET; THENCE NORTH 250 FEET TO THE PLACE OF COMMENCEMENT.

APN: 08-34-453-011-0000

Parcel No.: 08-34-453-011-0000

4850-1960-1720

BK 10483 PG 843

105

EXHIBIT B

[List of Personal Property]



Prepared By: Ed Patel 01/02/2016

	NQ01	NK1	PNK1	SNK1	SNK2	SNQ2	SNQ3	Storage	Total
Refrigerator	20	40	5	0	0	5			70
Microvoven	22	42	1	1	0	4			71
Flat Screen TV	100	80	6	2	2	4	1	2	182
Bed Lamp	100	80	5	1	0	0	1		189
TV Antenna	100	80	5	1	4	4	1		181
Desk	100	80	5	1	4	4	1		181
Desk Chair	100	80	5	1	2	4	1		181
Desk Lamp	100	80	6	1	4	4	1		181
Bed Side Table	80	82	10	2	0	2	2		212
Bed Side Lamm	80	82	10	2	0	2	2		218
Trashcan	100	80	5	1	4	4	1		181
Alarm Clock	100	80	5	1	4	4	1		181
Waste Basket	100	80	5	1	4	4	1		181
Waste Bz Basket	100	80	5	1	4	4	1		181
Coffee Maker	100	80	5	1	4	4	1		181
Hairdryer	100	80	5	1	4	4	1		181
Iron & Board	100	80	5	1	4	4	1		181
Laundry Rack	100	80	5	1	4	4	1		181
Mens Haircare	420	240	20	4	15	15	4		724
Ladies Haircare	420	240	20	4	15	15	4		724
Shower	810	240	20	4	15	10	5		816
Headboard	212	80	10	2	4	4	2		284
	0	0	0	0	0	0	0		0
	0	0	0	0	0	0	0		0
Air Conditioner/ Heater	100	80	5	1	4	4	2		180
Art Work	212	212	10	2	60	10	2		416
Comfy Bed	0	80	5	1	4	0	2		92
Queen Bed	212	0	11	0	11	0	2		222
Bed of Storage	0	0	0	1	4	4	1		10
Desk Bed	0	0	0	0	0	0	0		0
	0	0	0	0	0	0	0		0

Room Type Legend	
NQ01	2 Queen - Non-Smoking 100
NK1	1 King - Non-Smoking 80
PNK1	Queen Non-Smoking Handicap 5 ft roll in shower
SNK1	Queen Suite Non-Smoking 202 1 Queen 202 Family Suite
SNK2	Queen Suite Non-Smoking 4
SNQ2	1 Queen Suite Family Suite Non-Smoking 4
SNQ3	1 Queen Suite Non-Smoking 1

14



FF&E Inventory

Breakfast Banquet	4				
Freight	2				
Frontice Bin	1				
Electric Probers	2				
Vacuum Cleaners	6				
Main's Cam	8				
Washers Minder	2				
Chairs	2				
Wet Vacuum	1				
Lobby Couches	1				
Lobby Chairs	2				
Breakfast Room Lounge Chairs	12				
Breakfast Room Lounge Tables	4				
Breakfast Room Dining Tables	6				
Business Center Printer	1				
Breakfast Room Dining Chairs	12				
Business Center Desk Chairs	2				
Lobby Tables	6				
Business Center Desk	1				
Business Center Computer	1				
Lobby TV	6				
Print Desk & Brief Computers	4				
Industrial Freezer	6				
Industrial Refrigerator	3				
2 Curtnesser Unit	2				
One Soundbyver Opsole. Oxan	1				
Coffee Machine	1				
Ice Machine	3				
File Cabinets	12				
Juice Machine	1				
Desk	2				
Center Bar Table	1				
Stools	11				
Washix	18				
Washix Broom	1				
Breakfast TV	2				
Business Refrigerator	1				
Business Freezer	1				
Washur Water	1				
Breakfast Airlock	13				
Handcapped Chairs for showers	2				

FF_6LK_2014-09-16.xls

Page 2 of 12

Old Furniture in Back of Building

Night Stands	43
TV Armoires	50
Headboards	79
Chairs	162
Tables	30
Artwork	163
Bedframes	132
Iron Boards	4
Floor Lamps	34
Lamps	100
Mattresses	20
Desks	5
Lamp Shades	117
Mirrors	78
Sofa	1
Benches	5
Old TV's	5
Courtyard Swing	1
Carpet	7
Carpet Pad	200

New Inventory/Storage

Q Stripe Flat	72
K Stripe Flat	106
Q No-Stripe Flat	48
K No-Stripe Flat	48
Q Fitted	36
K Fitted	94
Q Mattress Protector	14
K Mattress Protector	105
Night Stands	18
Chairs	92
Bulbs	27
Headboards	14
Full Mirrors	36
Mirrors	52
Desk	3
Chests	2
Drapes	17
TV	7
Iron Holders	31
Clocks	36
Coffee Makers	40
Lamps	128
Light Bars	33
Toilet Seats	5
Fridge	2
Lamp Shades	54
Floor Lamps	8

12

Ottoman	2
Microwave	6
Bed Frames	68
Shower Rod	56
Wall Vinyl	120
Base carpet	50
Artwork	32

Kitchen/Restaurant

Coffee Machines	3
Airpots	7
Food stands	6
Cereal Containers	4
Microwave	2
Bowls	6
Food Trays	29
Milk Containers	6
Lg Bowls	6
Lg Containers	3
Food Cart	2
Water Service	3
Glassware	6
Muffin Holder	
Gravy Boats	9
Pans	16
Sinks	4
Fryer	1
Grill	1
Oven	2
Spatulas	12
Wire Wisks	2
Chaffer Stands	3
Server Stands	6
Flower Arrangments	6
Tubs	8
Sm. Container	8
Rolling Dish Racks	2
Plates	23
Ice Chest	1
Toaster	1
Egg Dome	1
Slow Cooker 3 part	1
Lids	36
Silverware Container	12

Event Room

Dance Floor	1
Event Tables	40
Chairs	150

Exhibit C
List of Accounts & Contracts Assigned to Assignee
Ramada North Temple

Questar Gas, Account: 0759973696, Phone: 800-323-5517

Salt Lake Corp (Water) w Account: 2270116 w2270125 , Phone: 800-483-6900

Rocky Mountain Power Account: 59097911-001-2, Phone: 866-870-3419

In-room Internet Service Support (e-Communications), Phone: (801) 262-5264

Cable TV (DirecTV) Account:52343668, Phone: (855) 388-2505

Republic Services (Trash) Account: 3-0864-0009332

DirecTV dealer (Hardware) e-Communications, Phone: (801) 262-5264

Food delivery (Sysco Intermountain) Account: 1000065120, Ben Butler phone: 801-563-6278, Butler.Ben@Int.sysco.com

Supplies (Sysco Guest Supply) Boyd Larsen, 801-634-7235, blarsen@guestsupply.com

Fire sprinkler monitoring, Fire Engineering Company, Account: S45081, Phone: (801) 262-3329

(CenturyLink) - Account # 801-328-2783 787B. For active phone numbers: (801) 328-2783 & (801)531-9330 (Fire sprinkler alarm monitoring)

Fax line: Windstream, Account: 5438762

CLC Lodging Account: 44023, Phone: 316-636-5055, Darcy ext 4216

Chiller/boiler/tower water treatment: Power Engineering Co. Randy Brown, phone: 801-532-6972

ATM: Jorge Gaona, Phone: 801-674-7299

Swim Clean, Inc. Account: 3404 (pool chemicals), Phone: 801-265-1707

Pool water testing Timpview Labs (sent to them by the health dept), Phone: 801-229-2280

Internet, front desk, office and rooms: Windstream Account: 5438762

Voice (telephone): Windstream Account: 5438762

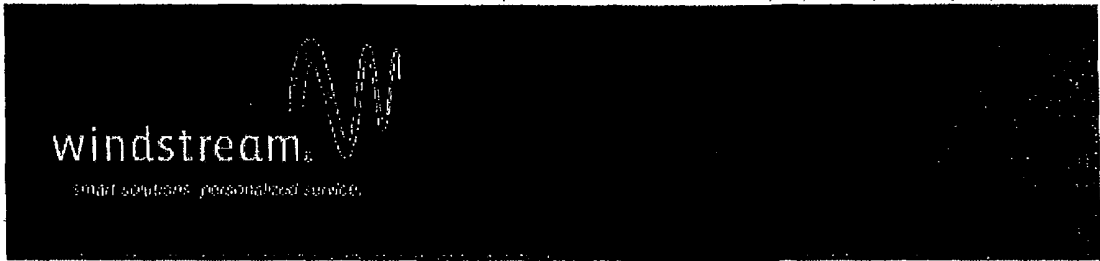
Food Permit #35-031233

Vistar (Market Sundries) Account: 10297403

Otis Spunkmeyer (Cooke oven) jmason@coregroupsales.com butler.ben@Int.sysco.com

Les Olsen (copier maintenance) 801-413-2197 Pinter ID: 22414

Brog Distributors, Phone: 800-888-3776 (Coffee)



Account Information Form

Thank you for choosing Windstream for your communications solution.

Please keep this important technical information about your services for future reference. You will need to have this information available when calling Windstream for technical support. Also, you may want to share this information with vendors involved in setting up or maintaining your communications services.

▪ **Account Information:**

Account Name: SALT LAKE INN
Account Number: 5438762
Products: Trunks

▪ **Installation Location Information:**

SALT LAKE INN
1659 W NORTH TEMPLE
SALT LAKE CITY , UT 84116-3127
Customer Requested Due Date: 10/22/2013
Local Loop Circuit ID: 64HCGS207255MS
Local Loop Install Date: 09/10/2013
Technical Site Visit date: 10/18/2013 8:30

Please note: The above information will be important to your wiring vendor to assist them in identifying the wiring within your building.

▪ **Contact Information:**

Alternate Installation Support/Testing: 866-849-0728
Customer Care (following initial install): 877-340-2600

▪ **Installation and IP Information:**

Windstream Service Order Number: 432650
Primary Windstream Circuit ID: 04570063

Please note: The above circuit information is important when calling Windstream Customer Care for assistance, questions, or trouble repair. This will help speed efficiency in processing your request.

▪ **Voice and Data Services:**

385-215-3934 - 385-215-3951

Numbers Porting:

801.633.9003

801.633.9000

For future reference, the following resources are available to you after your Windstream services have been installed:

- Windstream's Network Operations Center is available 24 hours a day, seven days a week, 365 days a year, to report and assist in repair and resolution of service interruption. You can open a trouble ticket by dialing 877-340-2555.
- Windstream's Fraud & Subpoena Compliance Department constantly monitors our voice network, processing call detail records in real time and generating alerts based on deviations from a customer's "normal" call pattern. The Fraud Department can be reached at 877-999-7705.
- Customer Care is your point of contact to report annoyance or harassment calls. To report any such occurrences, please contact Customer Care at 877-340-2600.
- You may receive a Windstream invoice before all of your services are installed. Contact Customer Care if you have questions regarding your invoice at 877-340-2600.
- Once the implementation process is complete, you will receive a Welcome Kit with account and customer support information, and a complete list of the services you have ordered.
- You will be contacted by your Windstream Account Manager to schedule a first bill review. Should you have any questions or need more information, please do not hesitate to contact me.

Warm regards,
Foster, Jill

data. voice. network. cloud. | windstreambusin

List of our contracted Company

Company Name	Special Rate
CLC LODGING	\$45.00 plus tax
ABF TRUCKING	\$42.00 plus tax
LARON INC	\$69.00
SALT LAKE EXPRESS	\$59.00
LEBUS INC	\$59.00
ANDRUS TRUCK CO.	\$69.00
SAIA TRUCKING	\$45.00
SHIPEX INC	\$45.00
PRIMARY CHILDREN HOSPITAL	\$50.00
BRAHMA INC	\$69.00
PACIFIC STUDIO	\$50.00
FOUR SEASON	\$109.00
DELTA AIRLINE	\$79.00
COLUMBIA INSTITUTE	\$59.00
GROUPON	VARIABLE RATE
HOTEL BEDS	VARIABLE RATE
BOOKING.COM	VARIABLE RATE
EXPEDIA.COM	VARIABLE RATE
HOTEL.COM	VARIABLE RATE

List of our contracted group for 2016

GROUP NAME	RATES
AMERICAN INTERNATIONAL	\$65.00
BEST WESTERN INTERNATIONAL	\$65.00
BEYOND TRAVEL INTL	\$69.00
JBS HOTELS GROUP	\$57.00
ENTERPRISES INTL	\$65.00
EASTERN TRAVEL	\$58.00
GIANT INTERNATIONAL	\$65.00
NEW GEN	\$65.00
NEW VISION	\$65.00
FOCUS TRAVEL	\$79.00
CHINA TOUR	\$65.00
PAIMEI UNITED INTL	\$77.69
SPRING TOUR	\$65.00
ROAMING AMERICAN	\$69.00
W&S INTERNATIONAL	\$65.00
WORLD JET TRAVEL	\$69.00
WORLD HOLIDAY	\$70.00