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RASHELLE HOBBS
RECORDER, SALT LAKE COUNTY, UTAH
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BY: DSA, DEPUTY - WI 8 P.

This Document Prepared by
and after Recording Return to:

Otten, Johnson, Robinson,
Neff & Ragonetti, P.C.
950 Seventeenth Street, Suite 1600
Denver, Colorado 80202
Attn: Julie E. Gifford, Esq.

APN(s): 08-34-331-042, 08-34-331-043, 08-34-331-046,
08-34-380-005, 08-34-331-044 and 08-34-381-026

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ASSIGNMENT OF RENTS AND LEASES

THIS ASSIGNMENT OF RENTS AND LEASES ("Assignment") dated as of September 6, 2019, is executed by **FDG HIVE SLC ASSOCIATES, LLC**, a Colorado limited liability company ("Assignor"), whose address is c/o Forum Real Estate Group, 4500 Cherry Creek Drive South, Suite 550, Glendale, Colorado 80246, Attention: Darren Fisk, to and for the benefit of **CIBC BANK USA**, an Illinois state-chartered bank, and its successors and assigns ("Assignee"), whose address is 1550 Wewatta Street, Suite 520, Denver, Colorado 80202, Attention: Martha Borre.

Recitals

A. Assignee has agreed to loan to Assignor the maximum principal amount of Thirty Three Million Six Hundred Six Thousand and 00/100 Dollars (\$33,606,000) (the "Loan"), as evidenced by a promissory note dated of even date herewith (as the same may be amended, modified, replaced or restated from time to time, the "Note"), and by that certain Construction Loan and Security Agreement of even date herewith, executed by and among Assignor and Assignee (as the same may be amended, modified, replaced or restated from time to time, the "Loan Agreement").

B. A condition precedent to Assignee's making of the Loan to Assignor is the execution and delivery by Assignor of this Assignment.

Agreement

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto mutually agree as follows:

1. **Definitions.** All capitalized terms which are not defined herein shall have the meanings ascribed thereto in that certain Construction Deed of Trust, Security Agreement, Assignment of Rents and Leases and Fixture Filing dated as of even date herewith, executed by Assignor to the trustee named therein for the benefit of Assignee (as amended, modified, replaced or restated from time to time, "Deed of Trust").

2. **Grant of Security Interest.** Assignor hereby absolutely, unconditionally and presently grants, transfers, sets over and assigns to Assignee in accordance with the Utah Uniform Assignment of Rents Act, Utah Code Ann. § 57-26-101 et seq. (the "**Utah Act**") and grants a security interest in and to, in accordance with the Utah Uniform Commercial Code, Utah Code Ann. § 70A-9a-101 et seq. (the "**Utah UCC**"), all of the right, title and interest of Assignor in and to (i) all of the rents, Rents (as defined in the Utah Act), revenues, issues, profits, proceeds, receipts, income, accounts and other receivables

arising out of or from the land legally described in Exhibit A attached hereto and made a part hereof and all buildings and other improvements located thereon (said land and improvements being hereinafter referred to collectively as the "Premises"), including, without limitation, lease termination fees, purchase option fees and other fees and expenses payable under any lease; (ii) all leases and subleases (each, a "Lease", and collectively, the "Leases"), now or hereafter existing, of all or any part of the Premises together with all guaranties of any of such Leases and all security deposits delivered by tenants thereunder, whether in cash or letter of credit; (iii) all rights and claims for damage against tenants arising out of defaults under the Leases, including rights to termination fees and compensation with respect to rejected Leases pursuant to Section 365(a) of the Federal Bankruptcy Code or any replacement Section thereof; and (iv) all tenant improvements and fixtures located on the Premises. This Assignment is an absolute transfer and assignment of the foregoing interests to Assignee given to secure:

(a) the payment by Assignor when due of (i) the indebtedness evidenced by the Note and any and all renewals, extensions, replacements, amendments, modifications and refinancings thereof; (ii) any and all other indebtedness and obligations that may be due and owing to Assignee by Assignor under or with respect to the Loan Documents (as defined in the Deed of Trust); and (iii) all costs and expenses paid or incurred by Assignee in enforcing its rights hereunder, including without limitation, court costs and reasonable attorneys' fees; and

(b) the observance and performance by Assignor of the covenants, conditions, agreements, representations, warranties and other liabilities and obligations of Assignor or any other obligor to or benefiting Assignee which are evidenced or secured by or otherwise provided in the Note, this Assignment or any of the other Loan Documents, together with all amendments and modifications thereof.

3. Representations and Warranties of Assignor. Assignor represents and warrants to Assignee that:

(a) this Assignment, as executed by Assignor, constitutes the legal and binding obligation of Assignor enforceable in accordance with its terms and provisions;

(b) Assignor is the lessor under all Leases;

(c) there is no other existing assignment of Assignor's entire or any part of its interest in or to any of the Leases, or any of the rents, issues, income or profits assigned hereunder, nor has Assignor entered into any agreement to subordinate any of the Leases or Assignor's right to receive any of the rents, issues, income or profits assigned hereunder;

(d) Assignor has not executed any instrument or performed any act which may prevent Assignee from operating under any of the terms and provisions hereof or which would limit Assignee in such operation; and

(e) there are no defaults by the landlord and, to Assignor's knowledge, there are no material defaults by tenants under any Leases.

4. Covenants of Assignor. Assignor covenants and agrees that so long as this Assignment shall be in effect:

(a) Except as permitted by the terms and conditions of the Loan Agreement, Assignor shall not lease any portion of the Premises unless Assignor obtains Assignee's prior written consent to all aspects of such lease, which consent shall not be unreasonably withheld;

(b) Assignor shall observe and perform all of the covenants, terms, conditions and agreements contained in the Leases to be observed or performed by the lessor thereunder, and Assignor shall not do or suffer to be done anything to impair the security thereof. Assignor shall

not (i) anticipate, discount, release, waive, compromise or otherwise discharge any rents payable or other obligations under the Leases (except in a manner consistent with sound customary leasing and management practices for properties similar to the Premises); or (ii) further pledge, transfer, mortgage or otherwise encumber or assign the Leases or future payments of rents;

(c) Except as permitted by the terms and conditions of the Loan Agreement, Assignor shall not collect any of the rents, issues, income or profits assigned hereunder more than thirty (30) days in advance of the time when the same shall become due, except for security or similar deposits;

(d) Assignor shall not make any other assignment of its entire or any part of its interest in or to any or all Leases, or any or all rents, issues, income or profits assigned hereunder, except as specifically permitted by the Loan Documents;

(e) Assignor shall at all times comply in every respect with its obligations under the Leases, will take any actions reasonably requested by Assignee to keep all Leases in full force and effect, and will not take any action which would or might constitute a default under any Lease. Assignor shall take all actions reasonably necessary, or that Assignee deems advisable, to enforce the obligations of the tenant under any Lease. Assignor agrees that Assignee, in its sole discretion, may advance any sum or take any action which Assignee believes is necessary or advisable to maintain any Lease in full force and effect, and all such sums advanced by Assignee, together with all costs and expenses incurred by Assignee in connection with action taken by Assignee pursuant to this Section 4(e), shall be due and payable by Assignor to Assignee upon demand, shall constitute part of Assignor's obligations under this Assignment, shall bear interest at the Default Rate, and shall be secured by all collateral securing repayment of Assignor's obligations hereunder;

(f) Except in the ordinary course of business, Assignor shall not accept a surrender of any Lease or convey or transfer, or suffer or permit a conveyance or transfer, of the premises demised under any Lease or of any interest in any Lease so as to effect, directly or indirectly, proximately or remotely, a merger of the estates and rights of, or a termination or diminution of the obligations of, any tenant thereunder; any termination fees payable under a Lease for the early termination or surrender thereof shall be paid jointly to Assignor and Assignee;

(g) Assignor shall, at its sole cost and expense, appear in and defend any and all actions and proceedings arising under, relating to or in any manner connected with any Lease or the obligations, duties or liabilities of the lessor or any tenant or guarantor thereunder, and shall pay all costs and expenses of Assignee, including court costs and reasonable attorneys' fees, in any such action or proceeding in which Assignee may appear;

(h) Assignor shall not permit any of the Leases to become subordinate to any lien or liens other than liens securing the indebtedness secured hereby or liens for general real estate taxes not delinquent; and

(i) If any tenant under any Lease is or becomes the subject of any proceeding under the Federal Bankruptcy Code, as amended from time to time, or any other federal, state or local statute which provides for the possible termination or rejection of the Leases assigned hereby, Assignor covenants and agrees that if any such Lease is so terminated or rejected, no settlement for damages shall be made without the prior written consent of Assignee, and any check in payment of damages for termination or rejection of any such Lease will be made payable both to Assignor and Assignee. Assignor hereby assigns any such payment to Assignee and further covenants and agrees that upon the request of Assignee, it will duly endorse to the order of Assignee any such check, the proceeds of which shall be applied in accordance with the provisions of Paragraph 8 below.

5. Rights Prior to Default. Unless or until an Event of Default shall occur, Assignor shall have the right to collect, at the time (but in no event more than thirty days in advance) provided for the payment thereof, all rents, issues, income and profits assigned hereunder, and to retain, use and enjoy the same. Upon the occurrence of an Event of Default, Assignor's right to collect such rents, issues, income and profits shall immediately terminate without further notice thereof to Assignor. Assignee shall have the right to notify the tenants under the Leases of the existence of this Assignment at any time.

6. Events of Default. Any breach by Assignor under any of the covenants, agreements, representations, warranties or other provisions hereof which is not cured or waived within the applicable grace or cure period, if any, set forth in the Loan Agreement, shall be deemed an "Event of Default" as such term is defined in the Loan Agreement.

7. Rights and Remedies Upon Default. At any time upon or following the occurrence of any Event of Default, Assignee, at its option, may exercise any one or more of the following rights and remedies without any obligation to do so, without in any way waiving such Event of Default, without further notice or demand on Assignor, without regard to the adequacy of the security for the obligations secured hereby or the solvency of any party liable for the indebtedness secured hereby, without releasing Assignor or any guarantor of the Note from any obligation, and with or without bringing any action or proceeding to foreclose the Deed of Trust or any other lien or security interest granted by the Loan Documents:

(a) Declare the unpaid balance of the principal sum of the Note, together with all accrued and unpaid interest thereon, immediately due and payable;

(b) Enter upon and take possession of the Premises, either in person or by agent or by a receiver appointed by a court upon *ex parte* application therefor, and have, hold, manage, lease and operate the same on such terms and for such period of time as Assignee may deem necessary or proper, with full power to make from time to time all alterations, renovations, repairs or replacements thereto or thereof as may seem proper to Assignee, to make, enforce, modify and accept the surrender of Leases, to obtain and evict tenants, to fix or modify rents, and to do any other act which Assignee deems necessary or proper;

(c) Either with or without taking possession of the Premises, demand, sue for, settle, compromise, collect, and give acquittances for all rents, issues, income and profits of and from the Premises and pursue all remedies for enforcement of the Leases and all the lessor's rights therein and thereunder. This Assignment shall constitute an authorization and direction to the tenants under the Leases to pay all rents and other amounts payable under the Leases to Assignee, without proof of default hereunder, upon receipt from Assignee of written notice to thereafter pay all such rents and other amounts to Assignee and to comply with any notice or demand by Assignee for observance or performance of any of the covenants, terms, conditions and agreements contained in the Leases to be observed or performed by the tenants thereunder, and Assignor shall facilitate in all reasonable ways Assignee's collection of such rents, issues, income and profits, and upon request will execute written notices to the tenants under the Leases to thereafter pay all such rents and other amounts to Assignee;

(d) Exercise any right or remedy under the Utah UCC or under the Utah Act or other applicable law; and

(e) Make any payment or do any act required herein of Assignor in such manner and to such extent as Assignee may deem necessary, and any amount so paid by Assignee, together with any costs and expenses incurred by any receiver for the Premises, shall become immediately due and payable by Assignor with interest thereon until paid at the Default Rate and shall be secured by this Assignment.

8. Application of Proceeds. All sums collected and received by Assignee out of the rents, issues, income and profits of the Premises following the occurrence of any one or more Events of Default shall be applied in accordance with applicable law (including, without limitation, the Utah Act and Utah UCC, as applicable) and, unless otherwise specified thereunder, in such order as Assignee shall elect in its sole and absolute discretion.

9. Limitation of Assignee's Liability. Assignee shall not be liable for any loss sustained by Assignor resulting from Assignee's failure to let the Premises or from any other act or omission of Assignee in managing, operating or maintaining the Premises following the occurrence of an Event of Default. Assignee shall not be obligated to observe, perform or discharge, nor does Assignee hereby undertake to observe, perform or discharge any covenant, term, condition or agreement contained in any Lease to be observed or performed by the lessor thereunder, or any obligation, duty or liability of Assignor under or by reason of this Assignment. Assignor shall and does hereby agree to indemnify, defend (using counsel reasonably satisfactory to Assignee) and hold Assignee harmless from and against any and all liability, loss or damage which Assignee may incur under any Lease or under or by reason of this Assignment and of and from any and all claims and demands whatsoever which may be asserted against Assignee by reason of any alleged obligation or undertaking on its part to observe or perform any of the covenants, terms, conditions and agreements contained in any Lease; provided, however, in no event shall Assignor be liable for any liability, loss or damage which Assignor incurs as a result of Assignee's gross negligence or willful misconduct. Should Assignee incur any such liability, loss or damage under any Lease or under or by reason of this Assignment, or in the defense of any such claim or demand, the amount thereof, including costs, expenses and reasonable attorneys' fees, shall become immediately due and payable by Assignor with interest thereon at the Default Rate and shall be secured by this Assignment. This Assignment shall not operate to place responsibility upon Assignee for the care, control, management or repair of the Premises or for the carrying out of any of the covenants, terms, conditions and agreements contained in any Lease, nor shall it operate to make Assignee responsible or liable for any waste committed upon the Premises by any tenant, occupant or other party, or for any dangerous or defective condition of the Premises, or for any negligence in the management, upkeep, repair or control of the Premises resulting in loss or injury or death to any tenant, occupant, licensee, employee or stranger. Nothing set forth herein or in the Deed of Trust, and no exercise by Assignee of any of the rights set forth herein or in the Deed of Trust shall constitute or be construed as constituting Assignee a "mortgagee in possession" of the Premises, in the absence of the taking of actual possession of the Premises by Assignee pursuant to the provisions hereof or of the Deed of Trust.

10. No Waiver. Nothing contained in this Assignment and no act done or omitted to be done by Assignee pursuant to the rights and powers granted to it hereunder shall be deemed to be a waiver by Assignee of its rights and remedies under any of the Loan Documents. This Assignment is made and accepted without prejudice to any of the rights and remedies of Assignee under the terms and provisions of such instruments, and Assignee may exercise any of its rights and remedies under the terms and provisions of such instruments either prior to, simultaneously with, or subsequent to any action taken by it hereunder. Subject to applicable law, Assignee may take or release any other security for the performance of the obligations secured hereby, may release any party primarily or secondarily liable therefor, and may apply any other security held by Assignee for the satisfaction of the obligations secured hereby without prejudice to any of its rights and powers hereunder.

11. Further Assurances. Assignor shall execute or cause to be executed such additional instruments (including, but not limited to, general or specific assignments of such Leases as Assignee may designate) and shall do or cause to be done such further acts, as Assignee may request, in order to permit Assignee to perfect, protect, preserve and maintain the assignment made to Assignee by this Assignment.

12. Security Deposits. Assignor acknowledges that Assignee has not received for its own account any security deposited by any tenant pursuant to the terms of the Leases and that Assignee assumes no responsibility or liability for any security so deposited.

13. Severability. If any provision of this Assignment is deemed to be invalid by reason of the operation of law, or by reason of the interpretation placed thereon by any administrative agency or any court, Assignee and Assignor shall negotiate an equitable adjustment in the provisions of the same in order to effect, to the maximum extent permitted by law, the purpose of this Assignment and the validity and enforceability of the remaining provisions, or portions or applications thereof, shall not be affected thereby and shall remain in full force and effect.

14. Successors and Assigns. This Assignment is binding upon Assignor and its legal representatives, successors and assigns, and the rights, powers and remedies of Assignee under this Assignment shall inure to the benefit of Assignee and its successors and assigns.

15. Written Modifications. This Assignment shall not be amended, modified or supplemented without the written agreement of Assignor and Assignee at the time of such amendment, modification or supplement.

16. Duration. This Assignment shall become null and void at such time as Assignor shall have paid the principal sum of the Note, together with all interest thereon, and shall have fully paid and performed all of the other obligations secured hereby and by the other Loan Documents.

17. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of Utah, without reference to conflicts of law principles.

18. Notices. All notices, demands, requests and other correspondence which are required or permitted to be given hereunder shall be deemed sufficiently given when delivered or mailed in the manner and to the addresses of Assignor and Assignee, as the case may be, as specified in the Deed of Trust.

19. WAIVER OF TRIAL BY JURY. ASSIGNOR AND ASSIGNEE (BY ACCEPTANCE HEREOF), HAVING BEEN REPRESENTED BY COUNSEL, EACH KNOWINGLY AND VOLUNTARILY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS (a) UNDER THIS ASSIGNMENT OR ANY RELATED AGREEMENT OR UNDER ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT DELIVERED OR WHICH MAY IN THE FUTURE BE DELIVERED IN CONNECTION WITH THIS ASSIGNMENT OR (b) ARISING FROM ANY BANKING RELATIONSHIP EXISTING IN CONNECTION WITH THIS ASSIGNMENT, AND AGREES THAT ANY SUCH ACTION OR PROCEEDING WILL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY. ASSIGNOR AGREES THAT IT WILL NOT ASSERT ANY CLAIM AGAINST ASSIGNEE OR ANY OTHER PERSON INDEMNIFIED UNDER THIS ASSIGNMENT ON ANY THEORY OF LIABILITY FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES.

20. Utah Uniform Assignment of Rents Act. This Assignment is subject to the Utah Act. In the event of any conflict or inconsistency between the provisions of this Assignment and the provisions of the Utah Act, the provisions of the Utah Act shall control, Assignee shall have all rights and remedies available under the Utah Act, and to the extent allowed by law, those rights and remedies shall be cumulative with all rights and remedies hereunder.

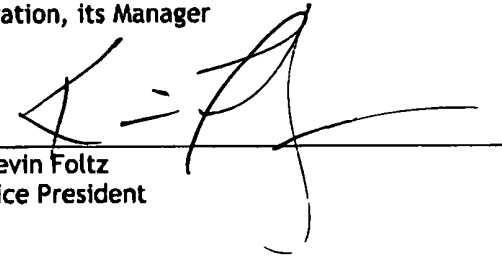
[Remainder of page intentionally left blank. Signatures follow.]

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

ASSIGNOR:

FDG HIVE SLC ASSOCIATES, LLC, a Colorado limited liability company

By: Forum Management, Inc., a Colorado corporation, its Manager

By: 
Kevin Foltz
Vice President

STATE OF COLORADO)
COUNTY OF Arapahoe) ss:

The foregoing instrument was acknowledged before me this 19th day of August, 2019, by Kevin Foltz as Vice President of Forum Management, Inc., a Colorado corporation, as Manager of FDG Hive SLC Associates, LLC, a Colorado limited liability company.

Witness my hand and official seal.

My commission expires: Jan. 18, 2022

INGRID GLYNN
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20184003154
MY COMMISSION EXPIRES 01/18/2022

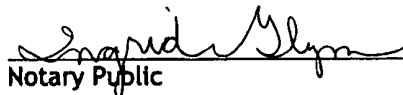

Notary Public

EXHIBIT A
to
ASSIGNMENT OF RENTS AND LEASES

LEGAL DESCRIPTION OF PREMISES

Parcel 1:

Lot 3, CHAR S. DESKY'S FOURTH ADDITION TO SALT LAKE CITY SECOND AMENDED AND EXTENDED, according to the official plat of said subdivision filed September 5, 2019, as Entry No. 13067478, in Book 2019P at Page 249 official records, Salt Lake County, Utah.

Parcel 2:

Lot 3B, PREMIUM OIL SUBDIVISION, LOT 3 AMENDED, CREATING LOTS 3A AND 3B, according to the official plat of said subdivision filed September 5, 2019, as Entry No. 13067479, in Book 2019P at Page 250, official records, Salt Lake County, Utah.