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Record and return to:

First American Title Insurance Company
777 South Figueroa Street, Suite 400,
Los Angeles, CA 90017

Tax Parcel Identification Number: 16-06-302-001-0000

NCS-1124847-aw

ABSOLUTE ASSIGNMENT OF LEASES AND RENTS

THIS ABSOLUTE ASSIGNMENT OF LEASES AND RENTS (hereinafter referred to as this "Assignment") is made as of the 16th day of June, 2022, by **NEWHOUSE OFFICE BUILDING, LLC**, a Delaware limited liability company, having an address of 300 Atlantic Street, Suite 1110, Stamford, CT 06901 (hereinafter referred to as the "Borrower") to **ANGEL OAK COMMERCIAL LENDING, LLC** a Delaware limited liability company, having an address of 3060 Peachtree Road, Suite 500 Atlanta, GA 30305 (hereinafter referred to as the "Lender").

Background Statement

This Assignment has been executed as part of a loan transaction between the Borrower and the Lender in the amount of \$21,000,000.00. Capitalized terms not otherwise defined herein are defined in the Preamble to this Assignment and in that certain Loan Agreement which has been executed simultaneously herewith and is incorporated herein by this reference

Simultaneously herewith Borrower has executed the Note and the Loan Documents. As part of the consideration for the Lender making the Loan, the Lender has required the Borrower to execute this Assignment.

NOW THEREFORE, in consideration of the Loan, the sum of TEN AND NO/100ths DOLLARS (\$10.00), the covenants and premises herein contained and other good and valuable consideration in hand paid by Lender, the receipt, adequacy, and sufficiency of which are hereby acknowledged, Borrower agrees to be legally bound as follows, subject to the terms and conditions hereinafter set forth:

1. **Recitals.** The recitals set forth above are incorporated herein by reference.
2. **Granting of Assignment.** Borrower does hereby presently, absolutely and unconditionally GRANT, CONVEY, ASSIGN, TRANSFER and SET OVER unto Lender, subject to the provisions of Section 4(c) below, the following: (a) all rights, titles, interests, estates, powers, options and other benefits of Borrower in, to and under the Leases, whether now existing or hereafter arising, which cover or affect all or any portion of the Property (which is described on Exhibit A attached hereto and made a part hereof by this reference), together with the right, power and authority of Borrower to take any and all actions with respect to the Leases which Borrower might itself undertake thereunder; (b) the immediate and continuing right to collect and receive all of the Receipts, arising or issuing from or out of the Leases or from or out of the Property or any

part thereof, including, but not limited to, minimum rents, additional rents, operating expense contributions, percentage rents, deficiency rents and liquidated damages following default, security deposits, advance rents, all proceeds payable under any policy of insurance covering loss of rents resulting from or caused by destruction or damage to the Property and all of Borrower's rights to recover monetary amounts in any bankruptcy involving any Lease or any portion of the Property, including, without limitation, rights of recovery for use and occupancy and damage claims arising out of lease defaults, including rejections, under the Federal Bankruptcy Code, including specifically the immediate and continuing right to collect and receive each and all of the foregoing; and (c) any and all guaranties of or in any way relating to the payment of the Receipts. This Assignment is made as security for the full, timely and faithful repayment by Borrower of the Loan and the performance by Borrower of all of its obligations under the Loan Documents to the fullest extent permitted by law. Borrower further hereby covenants and agrees to execute such additional instruments and assignments as may be reasonably requested by Lender to vest in Lender all rights of Borrower under any of the Leases, subject to Section 6.18 of the Loan Agreement. It is the intention of Borrower and Lender that this Assignment is and shall constitute an absolute transfer and assignment of all of the Leases and the Receipts to Lender, and that it does not merely create a security interest in the foregoing.

3. **Representations and Warranties.** Borrower hereby represents and warrants unto Lender except as disclosed in any Tenant estoppel certificates delivered to Lender in connection with the closing of the Loan, that: (i) Borrower is the sole owner of the entire lessor's interest in the Leases, has good title and good right to assign the Leases and the Receipts hereby assigned and no other person or entity has any right, title or interest therein; (ii) Borrower has performed all of the terms, covenants, conditions and warranties of the Leases that were to be kept, observed and performed by it; (iii) Borrower has not at any time prior to the date hereof exercised any right to subordinate any of the Leases to any Security Instrument or any other encumbrance of any kind except subordination, non-disturbance and attornment agreements in favor of prior lenders; (iv) Borrower has not executed any prior assignments of the Leases or of the Receipts (other than those which are no longer presently effector or as may be provided for herein or in the Security Instrument); (v) Borrower has not collected Receipts in advance of the time due under a Lease for any period subsequent to the date of this Assignment (other than security deposits or pursuant to the express terms of the Lease); (vi) Borrower has performed no act or executed any other presently effective instrument which would be reasonably likely to prevent Lender from enjoying and exercising any of its rights and privileges evidenced hereby; (vii) the Leases are valid and subsisting and in full force and effect and unmodified, except as may be disclosed to and approved by Lender; (viii) to Borrower's knowledge and belief, there exists no defense, counterclaim or set-off to the payment of the Receipts under the Leases; (ix) to Borrower's knowledge and belief, there are no defaults by any Tenant now existing under any of the Leases and no event has occurred which, with the passage of time or the giving of notice, or both, would constitute such a material default by any such Tenant(s); and (x) to the best of Borrower's knowledge and belief, there are no defaults by Borrower now existing under any of the Leases and no event has occurred which, with the passage of time or the giving of notice, or both, would constitute such a default by Borrower.

4. Borrower Covenants.

(a) Borrower hereby covenants and agrees with Lender that for so long as the Obligations, or any other indebtedness as evidenced by the Note, secured by the Security Instrument or provided for in or under any of the Loan Documents remains unpaid, Borrower shall not, without the express prior written consent of Lender: (i) make or give an assignment, pledge or disposition of the Leases or the Receipts thereunder (other than in favor of Lender); (ii) subordinate any of the Leases to any Security Instrument or any other encumbrance of any kind or permit, consent or agree to such subordination (except pursuant to subordination, nondisturbance and attornment agreements in favor of Lender); (iii) enter into any new Leases or into any amendment or modification of any existing Lease with respect to any portion of the Property except as permitted by the Loan Documents; (iv) incur any indebtedness to a Tenant under or guarantor of any Lease which may under any circumstance be used as an offset against the Receipts or other payments due under said Lease (except for any tenant allowance or as otherwise pursuant to the terms of a Lease entered into in accordance with the Loan Documents); (v) except in the ordinary course of business, exercise any option in favor of Borrower permitted by the terms of any of the Leases without the prior written consent of Lender, which consent shall not be unreasonably withheld, conditioned or delayed; (vi) receive or collect any Receipts from any present or future Tenant of the Property or any part thereof for a period of more than two (2) months in advance of the date on which such payment is due (except for security deposits); or (vii) consent (to the extent Borrower's consent is required under a Lease) to any assignment or subletting under any Lease, whether or not in accordance with its terms, without the prior written consent of the Lender. If any of the foregoing are done or permitted to be done without the express prior written consent of Lender, the same shall be null and void and of no legal force or effect.

(b) Borrower hereby covenants and agrees with Lender that for so long as the indebtedness evidenced by the Note or any part thereof, or any other indebtedness secured by the Security Instrument or other Loan Documents remains unpaid, Borrower shall: (i) duly and punctually observe and perform all of the obligations imposed upon any lessor under the Leases and not to do or permit to be done anything to impair in any material respect the value or security thereof; (ii) enforce in a commercially reasonable manner the performance of each and every term, provision, covenant, agreement and condition in the Leases to be performed by any Tenant thereunder; (iii) appear in and defend any action or proceeding arising under, occurring out of or in any manner connected with any of the Leases, or the obligations, liabilities or duties of Borrower or any Tenant under the Leases and, upon request by Lender, make appearance in the name and on behalf of Lender, but at the expense of Borrower; (iv) during the continuance of an Event of Default, exercise any option or election contained in or relating to any of the Leases which Lender shall reasonably require; (v) at Lender's request, assign and transfer to Lender by specific Assignment of Leases and Rents, in the form of this Assignment, any and all subsequent Leases upon all or any part of the Property (it being understood and agreed that no such specific assignment shall be required for such subsequent Leases to be covered by and included within this Assignment as provided herein); (vi) deliver to Lender, promptly upon the request of Lender, executed copies of any and all Leases, renewals and extensions of existing Leases and any and all subsequent Leases upon all or any part of the Property; (vii) subject to Section 6.18 of the Loan Agreement, execute and deliver at the request of Lender all such further assurances and assignments in the Property covered by the Leases as Lender shall from time to time reasonably require; and (viii) give prompt notice to the Lender of any notice of default under any Leases received or given by the Borrower together with a complete copy of any such notice.

(c) As long as no Event of Default (as such term is used and defined herein and in the Loan Documents) shall exist each Tenant under the Leases may pay Receipts directly to Clearing Account, and Borrower shall have the right to receive such Receipts and shall be entitled to manage and operate the Property and to collect, receive, use, enjoy and apply for its own account all rents, issues and profits accruing by virtue of the Leases, and to execute and deliver proper receipts therefor; provided that, Borrower shall hold such Receipts as a trust fund to be applied as required by the Loan Documents and Borrower hereby covenants so to apply the Receipts, before using any part of the same for any other purposes, in the manner and priority as is established under Section 2.15(B) of the Loan Agreement. However, upon the occurrence of any Event of Default hereunder or under any of the other Loan Documents all of the Receipts shall thereupon be payable to Lender. Upon receipt from Lender to any Tenant of a written notice requiring payments to be made to Lender, Borrower and Lender hereby authorize and direct each Tenant under the Leases to pay directly to Lender in accordance with its instructions all Receipts thereafter accruing and the receipt of Receipts by Lender shall be a release of such Tenant to the extent of all amounts so paid. The receipt by a Tenant under a Lease of such a notice from Lender shall be sufficient authorization for such Tenant to make all future payments of Receipts to Lender and each such Tenant shall be entitled to rely on such notice and shall have no liability to Borrower for any Receipts paid to Lender and Borrower hereby agrees to hold any such Tenants harmless to the extent payments were made in reliance on such notice. Receipts so received by Lender (or paid to the Clearing Account or Cash Management Account) for any period prior to foreclosure under the Security Instrument or acceptance of a deed in lieu of such foreclosure shall be applied in accordance with the Cash Management Account. In no event will this Assignment reduce the indebtedness evidenced by the Note or otherwise secured by the Security Instrument, except to the extent, if any, that Receipts are actually applied to the outstanding Obligations. As between Borrower and Lender, and any person claiming through or under Borrower, other than any Tenant under any of the Leases who has not received a written notice from the Lender pursuant to this Section, this Assignment is intended to be absolute, unconditional and presently effective and the provisions of this Section for notification of Tenants under the Leases upon the occurrence of an Event of Default are intended solely for the benefit of each such Tenant and shall never inure to the benefit of Borrower or any person claiming through or under Borrower, other than a Tenant who has not received such a written notice from Lender. It shall never be necessary for Lender to institute legal proceedings of any kind whatsoever to enforce the provisions of this Section.

5. **Demand.** At any time during which an Event of Default exists and is continuing, Lender shall have the right (but shall be under no duty) to demand, collect and sue for, in its own name or in the name of Borrower, all Receipts due and payable under the Leases, as they becomes due and payable, including Receipts which is past due and unpaid.

6. **Remedies.** In addition, upon the occurrence and during the continuance of any Event of Default, which Event of Default extends beyond any grace period, Lender is hereby expressly and irrevocably authorized, at its option, if and to the extent not then prohibited by applicable law, to thereupon enter upon and take possession of the Property by actual physical possession, or by written notice served personally upon or sent by registered or certified mail to Borrower, as Lender may elect, and no further authorization shall be required. Following such entry and taking possession, so long as such Event of Default exists, Lender may:

- (a) manage and operate the Property or any part thereof;

(b) lease any part or parts thereof for such periods of time, and upon such terms and conditions as Lender may, in its reasonable discretion, deem proper;

(c) enforce, cancel or modify any of the Leases and any other lease hereafter in effect covering the Property or any part thereof;

(d) demand, collect, sue for, attach, levy, recover, receive, compromise and adjust, and make, execute and deliver receipts and releases for all rents, issues and profits that may then be or may thereafter become due, owing or payable with respect to the Property or any part thereof from any present or future Tenants, subtenants or occupants thereof;

(e) institute, prosecute to completion or compromise and settle, all summary proceedings, actions for rent or for removing any and all Tenants, subtenants or occupants of the Property or any part or parts thereof;

(f) enforce, enjoin or restrain the violation of any of the terms, provisions and conditions of any of the Leases, now or hereafter affecting the Property or any part thereof;

(g) make such repairs to the Property as Lender may, in its reasonable discretion, deem proper;

(h) pay, from and out of Receipts, or from or out of any other funds relating thereto, any taxes, assessments, water and sewer charges, or other governmental charges levied, assessed or imposed against the Property or any portion thereof, and also any and all other charges, costs and expenses which it may be necessary or advisable for Lender to pay in the management or operation of the Property including (without limiting the generality of any rights, powers, privileges and authority hereinbefore or hereinafter conferred) the costs of such repairs and alterations, commissions for renting the Property or any portions thereof, and legal expenses in enforcing claims, preparing papers or for any other services which may be required; and

(i) generally do, execute and perform any other act, deed, matter or thing whatsoever that ought to be done, executed and performed in and about or with respect to the Property, as fully as Borrower might do.

7. **Indemnification.** Borrower agrees that under no circumstances shall Lender be obligated to perform or discharge any obligation, duty or liability under the Leases by reason of this instrument or the exercise of rights or remedies hereunder, nor shall Lender be liable for any loss sustained by Borrower resulting from Lender's failure to let the Property, or any part thereof, or from any other act or omission of Lender under or relating to the Leases unless such loss is caused by the willful misconduct, gross negligence and/or bad faith of Lender or such loss is caused subsequent to the Lender taking title to the Property or control of the Borrower pursuant to the exercise of its legal remedies under the Pledge Agreement (either, a "Foreclosure Event"). Further, Lender shall not be liable for its failure to collect, or its failure to exercise diligence in the collection of, Receipts under the Leases, but shall be accountable only for Receipts that Lender actually receives. Borrower will indemnify and hold harmless Lender (for purposes of this Section, the term "Lender" shall include the directors, officers, partners, employees and agents of Lender and any persons or entities owned or controlled by, owning or controlling, or under common control or affiliated with Lender) from and against, and reimburse Lender for, all claims,

demands, liabilities, losses, damages, causes of action, judgments, penalties, costs and expenses (including, without limitation, attorneys' fees and costs) incurred under the Leases by reason of this instrument or the exercise of rights or remedies hereunder, or which may be asserted against Lender by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in the Leases, including specifically any obligation or responsibility for any security deposits or other deposits delivered to Borrower by any Tenant under any Lease and not assigned and delivered to Lender. THE INDEMNITIES CONTAINED IN THIS SECTION SHALL INCLUDE CLAIMS, DEMANDS, LIABILITIES, LOSSES, DAMAGES, CAUSES OF ACTION, JUDGMENTS, PENALTIES, COSTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEY'S FEES ACTUALLY INCURRED) RESULTING FROM THE NEGLIGENCE OR CLAIMS OF NEGLIGENCE OF LENDER AND ANY STRICT LIABILITY, BUT SHALL NOT INCLUDE ANY CLAIMS, DEMANDS, LOSSES, DAMAGES, CAUSES OF ACTION, JUDGMENTS, PENALTIES, COSTS OR EXPENSES ARISING FROM THE GROSS NEGLIGENCE, WILLFUL MISCONDUCT, BAD FAITH OR CRIMINAL ACTS OF LENDER, NOR FROM ANY LOSS, DAMAGE, CAUSES OF ACTION OR COSTS AND EXPENSES WHICH WHICH RESULT FROM ANY ACT OR OMISSION THAT FIRST OCCURS SUBSEQUENT TO A FORECLOSURE EVENT. The foregoing releases and indemnities shall not terminate upon release or other termination of this Assignment. Any amount to be paid under this Section by Borrower to Lender shall be a demand obligation owing by Borrower to Lender, shall bear interest from the date such amount becomes due until paid at the Default Rate and shall be secured by the Security Instrument and by any other instrument securing the Note. This Assignment shall not operate to place responsibility upon Lender for the control, care, management or repair of the Property, nor for the carrying out of any of the terms and conditions of the Leases; nor shall it operate to make Lender responsible or liable for any waste committed on the Property by the Tenants or by any other parties or for any dangerous or defective condition of the Property, 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.

8. **Enforcement.** This Assignment is primary in nature to the obligation evidenced and secured by the Note, the Security Instrument and the other Loan Documents. Borrower agrees that Lender may enforce this Assignment without first resorting to or exhausting any security or collateral securing the payment of the Note; provided however, that nothing herein contained shall prevent Lender from suing on the Note, foreclosing the Security Instrument or exercising any other right or remedy provided for under any of the Loan Documents or at law or equity. This Assignment is intended and shall be construed to supplement any assignment of lease provisions contained in the Security Instrument, provided, however, to the extent any of said terms, provisions, conditions, obligations or covenants set forth in this Assignment are in direct conflict with terms, provisions, conditions, obligations or covenants of the Security Instrument, the applicable terms, provisions, conditions, obligations or covenants set forth in this Assignment shall control.

9. **Bankruptcy Matters.** In the event any Tenant under the Leases should be the subject of any proceeding under the Federal Bankruptcy Code or any other federal, state or local statute which provides for the possible termination or rejection of any of the Leases assigned hereby, Borrower covenants and agrees that if any Lease is so rejected, no settlement for damages shall be made without the prior written consent of Lender, and any check in payment of damages

for rejection of any such Lease will be made payable to both Borrower and Lender. Borrower hereby assigns any such payment to Lender and further covenants and agrees that upon the request of Lender, it will duly endorse to the order of Lender any such check, the proceeds of which will be deposited into the Cash Management Account and applied pursuant to the Loan Agreement or, if an Event of Default exists, applied to the Note and other indebtedness secured by the Security Instrument, principal, interest, reasonable attorneys' and collection fees actually incurred and other amounts, in such order as Lender in its sole discretion may determine.

10. No Waiver

(a) Nothing contained herein and no act done or omitted by Lender pursuant to the powers and rights granted it hereunder shall be deemed to be a waiver by Lender of its rights and remedies under the Note and the Security Instrument or a waiver or curing of any Event of Default hereunder or under the Note or the Security Instrument, and this Assignment is made and accepted without prejudice to any of the rights and remedies possessed by Lender under the terms of the Note and the Security Instrument. The right of Lender to collect the principal, interest and other Obligations and to enforce any security therefor held by it may be exercised by Lender either prior to, simultaneously with, or subsequent to any action taken by it hereunder.

(b) Lender may at any time and from time to time in writing (a) waive or not enforce compliance by Borrower with any covenant herein made by Borrower to the extent and in the manner specified in such writing; (b) consent to Borrower doing any act which hereunder Borrower is prohibited from doing, or consent to Borrower failing to do any act which hereunder Borrower is required to do, to the extent and in the manner specified in such writing; or (c) release any part of the Property and/or the Leases, or any interest therein, from this Assignment. No such act shall in any way impair the rights of Lender hereunder except to the extent specifically agreed to by Lender in such writing.

(c) The rights and remedies of Lender hereunder shall not be impaired by any indulgence, including but not limited to (a) any renewal, extension or modification which Lender may grant with respect to any indebtedness secured by the Security Instrument, (b) any surrender, compromise, release, renewal, extension, exchange or substitution which Lender may grant in respect of the Property and/or the Leases or any part thereof or any interest therein, or (c) any release or indulgence granted to any endorser, guarantor or surety of any indebtedness secured hereby.

11. Termination. Upon payment in full of the Note and all other indebtedness and obligations secured hereby and by the Security Instrument (exclusive of any indemnification or other obligations which are expressly stated in any of the Loan Documents to survive satisfaction of the Note), this Assignment shall become null and void and of no further force and effect, but no Tenant under any Lease shall be required to take notice of such termination until a copy of a satisfaction or release of the Security Instrument has been recorded or delivered to such Tenant.

12. Release of Security. Subject to Section 11, Lender may take or release any security for the payment of the Note and other indebtedness secured by the Security Instrument, may release any party primarily or secondarily liable therefor and may apply any security held by

it to the satisfaction of the Note and such other indebtedness without prejudice to any of its rights under this Assignment.

13. **Severability.** A determination that any provision of this Assignment is unenforceable or invalid shall not affect the enforceability or validity of any other provision and any determination that the application of any provision of this Assignment to any person or circumstance is illegal or unenforceable shall not affect the enforceability or validity of such provision as it may apply to any other persons or circumstances.

14. **No Merger.** Notwithstanding the fact that any Lease or the leasehold estate created thereby may be held, directly or indirectly, by or for the account of any person or entity which shall have an interest in the fee estate of the Property, whether by operation of law or whether by any other event or occurrence, such Tenant's leasehold estate under such Lease shall not merge into the fee estate and the Tenant shall remain obligated under such Lease as assigned by this Assignment.

15. **Successors and Assigns.** This Assignment and the terms, provisions, representations and warranties herein contained shall be binding upon Borrower and Borrower's successors and assigns and all subsequent owners of the Property and shall inure to the benefit of Lender and Lender's successors and assigns, including all subsequent holders of the Note and Security Instrument. All references in this Assignment to Borrower or Lender shall be deemed to include all such heirs, devisees, representatives, successors and assigns of such respective party.

16. **Definitions.** Within this Assignment, words of any gender shall be held and construed to include any other gender, and words in the singular number shall be held and construed to include the plural and words in the plural number shall be held and construed to include the singular, unless in each instance the context otherwise requires. References in this Assignment to "herein", "hereunder" or "hereby" shall refer to this entire Assignment, unless the context otherwise requires.

17. **Counterparts.** This Assignment may be executed in any number of counterparts with the same effect as if all parties hereto had signed the same document. All such counterparts shall be construed together and shall constitute one instrument, but in making proof hereof it shall only be necessary to produce one such counterpart. Signatures transmitted or affixed hereto electronically shall be considered original signatures.

18. **Joint and Several.** Where two or more persons or entities have executed this Assignment, unless the context clearly indicates otherwise, the term "Borrower" as used herein means the assignors hereunder or either or any of them and the obligations of Borrower hereunder shall be joint and several.

19. **No Third Party Beneficiaries** It is expressly agreed by the parties hereto that this Assignment shall not be construed or deemed made for the benefit of any third party or parties.

20. **Amendments.** This Assignment contains the entire agreement concerning the assignment of the Leases and the Receipts thereunder between the parties hereto. No variations,

modifications or changes herein or hereof shall be binding upon any party hereto, unless set forth in a document duly executed by or on behalf of such party.

21. **Notices** All notices, demands or requests provided for or permitted to be given pursuant to this Assignment shall be given in the manner and to the addresses set forth in the Loan Agreement.

22. **Governing Law.** This Assignment shall be construed, interpreted, governed and enforced in accordance with the laws of the State in which the Property is located.

23. **Time of the Essence.** Time is of the essence with respect to all provisions of this Assignment.

24. **Captions for Convenience.** The captions and headings of the sections and paragraphs of this Assignment are for convenience of reference only and shall not be construed in interpreting the provisions hereof.

25. **State Specific Provisions.** The rights of Lender hereunder shall include all the rights granted to an assignee of rents under the Utah Uniform Assignment of Rents Act, Utah Code §§ 57-26-101, et seq.

26. **Limitation of Liability.** Notwithstanding anything to the contrary contained herein or in any other Loan Document, no present or future Constituent Member (defined below) in Borrower, nor any present or future, direct or indirect, shareholder, officer, director, employee, trustee, beneficiary, advisor, member, partner, principal, participant or agent of or in Borrower or of or in any person or entity that is or becomes a Constituent Member in Borrower, shall have any personal liability under this Agreement or any other Loan Document (excluding Guarantor to the extent provided in the Guaranty or Environmental Indemnity) or any amendment to this Agreement or any other Loan Document made at any time or times, heretofore or hereafter. “**Constituent Member**” shall mean any direct shareholder, member or partner in Borrower and any person or entity that, directly or indirectly through one or more other partnerships, limited liability companies, corporations or other entities is a member or partner in Borrower or owns an interest in Borrower.

[SIGNATURE ON FOLLOWING PAGE]


SIGNATURE PAGE TO ABSOLUTE ASSIGNMENT OF LEASES AND RENTS]


IN WITNESS WHEREOF, Borrower has executed this Assignment through its duly authorized representative under seal on the day and year first above written.

BORROWER:

NEWHOUSE OFFICE BUILDING, LLC,

a Delaware limited liability company

By: 
Name: Howard Fife
Title: Vice President

By: 
Name: Jordan Socaransky
Title: Vice President

STATE OF CONNECTICUT)

) SS:

COUNTY OF Fairfield)

On June 9, 2022, before me, Noreen Marie Keegan, Notary Public, personally appeared Howard Fife and Jordan Sobarsky 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.

WITNESS my hand and official seal.

Signature: Noreen Marie Keegan

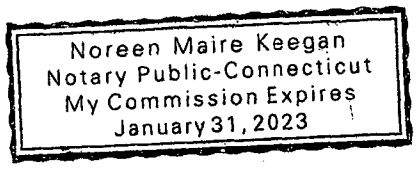


EXHIBIT "A"

LEGAL DESCRIPTION

PARCEL 1:

A TRACT OF LAND SITUATE IN LOT 4, BLOCK 52, PLAT "A", SALT LAKE CITY SURVEY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 100 FEET NORTH FROM THE SOUTHWEST CORNER OF LOT 4, SAID BLOCK 52, AND RUNNING THENCE EAST 165 FEET; THENCE NORTH 79 FEET TO EXCHANGE PLACE; THENCE ALONG EXCHANGE PLACE WEST 165 FEET TO MAIN STREET; THENCE ALONG SAID MAIN STREET SOUTH 79 FEET TO THE PLACE OF BEGINNING.

PARCEL 2:

A NON-EXCLUSIVE RIGHT OF WAY AND EASEMENT FOR AN ALLEY AND DRIVEWAY, APPURTENANT TO PARCEL 1, AS ESTABLISHED BY THAT CERTAIN WARRANTY DEED RECORDED JANUARY 23, 1907, AS ENTRY NO. 217906 IN BOOK 7P OF DEEDS AT PAGE 206 OF OFFICIAL RECORDS, OVER THE WEST 10.5 FEET OF THE EAST 13 FEET OF THE SOUTH 100 FEET OF LOT 4, BLOCK 52, PLAT "A", SALT LAKE CITY SURVEY.

PARCEL 10:

A NON-EXCLUSIVE EASEMENT FOR PARKING, INGRESS AND EGRESS OF PEDESTRIAN AND VEHICULAR ACCESS APPURTENANT TO PARCEL 1 AS CONTAINED IN "PARKING EASEMENT AGREEMENT" BETWEEN EXCHANGE PLACE GARAGE, A UTAH GENERAL PARTNERSHIP AND NEWHOUSE OFFICE BUILDING, LLC, A DELAWARE LIMITED LIABILITY COMPANY, RECORDED JULY 10, 2017, AS ENTRY NO. 12572551 IN BOOK 10573 AT PAGE 1625 OF OFFICIAL RECORDS.