

THIS INSTRUMENT PREPARED BY  
AND UPON RECORDING SHOULD BE RETURNED TO:

Jackson Walker LLP  
2323 Ross Avenue, Suite 600  
Dallas, TX 75201  
Attention: Jamie Fowler

CTIA 157120-WHF  
TAX ID # 16-35-307-018

14005435 B: 11367 P: 1168 Total Pages: 12  
08/24/2022 02:18 PM By: dsalazar Fees: \$40.00  
Rashelle Hobbs, Recorder, Salt Lake County, Utah  
Return To: COTTONWOOD TITLE INSURANCE AGENCY, INC.  
1996 EAST 6400 SOUTH SUITE 120SALT LAKE CITY, UT 84121

### ASSIGNMENT OF LEASES AND RENTS

**THIS ASSIGNMENT OF LEASES AND RENTS** (this “Assignment”), dated as of the 24<sup>th</sup> day of August, 2022, is made by **WOJV HOLLADAY, LLC**, a Delaware limited liability company (together with its successors and assigns, the “Assignor”), whose address is c/o White Oak Healthcare REIT I, LLC, 8000 Towers Crescent Drive, Suite 1425, Vienna, VA 22182, Attention: Jeffrey Erhardt, in favor of **SYNOVUS BANK**, a Georgia state banking corporation (hereinafter called the “Assignee”), whose address is 800 Shades Creek Parkway, Suite 325, Birmingham, Alabama 35209, Attention: Seniors Housing and Healthcare Lending.

#### I. RECITALS

This Assignment is made as additional security for a term loan by Assignee to Assignor in the original principal amount of \$37,700,000.00 (the “Loan”) made pursuant to a Loan Agreement by and between the borrower parties listed on Schedule I attached hereto (the “Borrower Parties”) and Assignee dated of even date herewith (as amended, modified, substituted, extended, and renewed from time to time, the “Loan Agreement”) and as security for certain other Loan Obligations. The Loan is evidenced by a Promissory Note of even date herewith, executed and delivered by Borrower Parties to Assignee, in the principal amount of the Loan (as amended, modified, substituted, extended, and renewed from time to time, the “Note”). The Loan is secured in part by Assignor’s interest in the real property more particularly described on Exhibit “A” attached hereto and the improvements located thereon (collectively, the “Property”). All defined terms used herein without definition shall have the meanings ascribed to them in the Loan Agreement.

#### II. GRANTING CLAUSES

In consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration and to secure the payment of the Note and any and all renewals, extensions, modifications, and replacements thereof, and to assure performance of the agreements contained herein and in the Loan Documents, Assignor hereby assigns to Assignee (to the fullest extent assignable), Assignor’s right, title and interest (if any) in:

2.1 Any and all oral and written leases, Resident Agreements, and other agreements for the use or occupancy of the Property made or agreed to by, any person or entity (including, without limitation of the foregoing, Assignor and Assignee under the powers granted herein) and any and all amendments, extensions, renewals, modifications and replacements thereof pertaining to all or any part of the Property, whether such leases or other agreements have been heretofore or are hereafter made or agreed to (such leases, including the Operating Lease and Operating Sublease Holladay, and other use and occupancy agreements being collectively referred to herein as the “Leases”);

2.2 The rents, issues and profits and any other payments by any and all lessees under the Leases in addition to rent (collectively the “Rents”), which may hereafter become due pursuant to any of the Leases pertaining to all or any part of the Property;

2.3 Any and all moneys, awards or other payments made or payable by any and all lessees under the Leases in lieu of Rent, including, but not limited to, any damages (all such moneys, awards or payments, including, but not limited to, damages, are collectively referred to herein as the “Damages”) which may hereafter become due pursuant to any of the Leases pertaining to all or any part of the Property;

2.4 All rights, powers, privileges, options and other benefits (collectively the “Rights”) of Assignor under the Leases, including without limitation of the foregoing:

(a) the immediate and continuing right to receive and collect all insurance proceeds, condemnation awards, moneys and security deposits or the like pursuant to any of the provisions thereof, whether as Rents or otherwise (except sums payable directly to any person other than the lessor thereunder);

(b) the right to make all waivers and agreements, including waivers of obligations of lessees;

(c) the right to give all notices, permissions, consents and releases, including consent to the subordination of the interest of a lessee;

(d) the right to take such action upon the happening of a default under the Leases (including the commencement, conduct and consummation of proceedings at law or in equity) as shall be permitted under any provisions of the Leases or by law;

(e) the right to do any and all other things whatsoever which Assignor is or may become entitled to under the Leases; and

(f) the right to exercise any option required or permitted under the Leases;

and Assignor authorizes Assignee as follows:

(i) to manage the Property and let and relet the Property, or any part thereof according to Assignee’s own discretion;

(ii) to prosecute or defend any suits in connection with the Property in the name of any or all of Assignee or Assignor as it may consider desirable;

(iii) to enforce or take any other action in connection with the Leases in the name of any or all of Assignee or Assignor;

(iv) to make such repairs to the Property as Assignee may deem reasonably advisable; and

(v) to do anything in or about the Property that Assignee may deem reasonably advisable or that the Assignor has the right or power to do.

TO HAVE AND TO HOLD unto Assignee, its successors and assigns, forever, subject to and upon the terms set forth herein.

Although this instrument constitutes a present assignment of the foregoing Leases, Rights, Rents, Damages, interests and privileges, Assignor shall have the right and license to collect and use all Rents and Damages, and, subject to the covenants and restrictions on Assignor contained in Section III. and the other paragraphs of this Assignment, to exercise all the rights and privileges herein assigned with respect to the Leases, provided, however, that such license may be revoked by Assignee during the pendency of an Event of Default (as herein defined). Notwithstanding anything in this Assignment to the contrary, Assignee shall not take any of the actions authorized under subparagraphs (i) through (v), inclusive, above except during the continuance of an Event of Default.

### **III. COVENANTS**

3.1 No Other Assignment. Assignor warrants, represents, and covenants that it is the sole owner of the entire lessor's interest in the Leases to which it is a party, including the Operating Lease, and has full right to assign Assignor's right, title and interest (if any) in the Leases and the Rents due or to become due thereunder, that there has been no previous (except as security for loans and other financial accommodations, if any, which are to be paid with the proceeds of the Loan and are to be terminated promptly following the date hereof and except as security for any other secured loans that have previously been paid in full and discharged) and, without Assignee's prior written consent as to form and substance, Assignor will permit no future assignment (as collateral or otherwise) of the Assignor's right, title, and interest in any of the Leases; that, to Assignor's knowledge, the Leases are in full force and effect in accordance with their terms and neither the Operating Lease nor the Operating Sublease Holladay has been altered, modified, or amended in any manner whatsoever, except as otherwise disclosed to Assignee; that, to the Assignor's knowledge, the lessees are not in default under the Leases beyond any applicable notice and cure periods and to the Assignor's knowledge as of the date hereof, have no defenses, setoffs, or counterclaims against the lessor under the Leases, that no Rent reserved in the Leases has been assigned, except as otherwise disclosed to Assignee (and except as security for loans and other financial accommodations, if any, which are to be paid with the proceeds of the Loan and are to be terminated promptly following the date hereof and except as security for any other secured loans that have previously been paid in full and discharged); and that no Rent for any period subsequent to the date hereof has been collected for more than one (1) month in advance of the

time when the said Rent becomes or would become due under the terms of the Leases except for security deposits (or comparable deposits) and except as otherwise disclosed in writing to Assignee by Assignor.

3.2 Management. At all times until this Assignment is released, or until the assignment granted hereby is exercised by Assignee, and at all times thereafter during which Assignee is not in actual or constructive possession of the Property, Assignor shall cause the Property to be managed in accordance with sound business practices and cause to be performed all material obligations imposed upon the lessor under the Leases and not do or permit to be done anything to impair the security thereof. Assignor shall not permit any of the Rents to be collected more than one (1) month in advance (except for any security deposits or comparable deposits under the terms of the Leases), except that monthly Rent due and payable under the Leases may be collected for each current month in advance. Except as otherwise expressly permitted in the Loan Agreement, Assignor shall not (a) terminate, alter, modify, amend or change any of the terms of the Operating Lease or Operating Sublease Holladay or (b) give any consent, concession or waiver under the Operating Lease or Operating Sublease Holladay or (c) exercise any option available to the lessor under the Operating Lease or Operating Sublease Holladay in the event of casualty damage or condemnation affecting the Property or (d) accept the surrender thereof (prior to the stated expiration date thereof) or (e) consent to any assignment or subletting under the Operating Lease (other than the subletting effected by the Operating Tenant through the Resident Agreements and the Operating Sublease Holladay) or (f) convey or transfer or suffer or permit a conveyance or transfer of the premises demised by any or all of the Leases or of any interest therein, so as, in any such case, to effect directly or indirectly, promptly or remotely, a merger of the estates and rights of, or a termination or elimination of, the obligations of lessees thereunder, without the prior written consent of the Assignee. Assignor shall not make any other assignment of any interest in the Leases or the Rents accruing from such Leases or from the Property, or subordinate any of the Leases (other than the subordination of the Resident Agreements to the Operating Lease and Operating Sublease Holladay) to any deed of trust, mortgage, or other encumbrance, or permit, consent, or agree to such subordination without the prior written consent of the Assignee. As required under prudent business practices and in a commercially reasonable manner, Assignor shall cause prompt action, including legal proceedings, for enforcement of any of the Leases and all other remedies available to lessor thereunder to be commenced against any delinquent or defaulting lessee to protect such lessor's interest or promptly upon written request from Assignee, and in the event Assignee requests that such a specific action be taken, to use all reasonable efforts to cause such action to be taken promptly. Assignor shall, but only at the discretion of Assignee, give any consent of lessor under the Operating Lease or Operating Sublease Holladay, or exercise any option available to lessor under any the Operating Lease or Operating Sublease Holladay in the event of casualty or condemnation affecting the Property. Assignor shall execute and deliver, at the written request of Assignee, all such further assurances and assignments as Assignee from time to time shall require.

3.3 Execution of Leases. Assignor shall not permit any Leases to be made hereafter of all or any portion of the Property except with Assignee's prior written consent, except for (A) Resident Agreements which are on the standard form resident agreement previously approved by Lender and with no modifications thereto except for modifications made in the ordinary course of business in the exercise of prudent business judgment and which would not materially impair the

value or overall rental income of the Property, and (B) Leases to tenants providing services to the residents of the Property covering not more than 2,500 square feet in the aggregate.

3.4 Notice of Lessor's Default. Assignor shall cause notice to be given to Assignee of any written notice of default received from the lessee under the Operating Lease, Operating Sublease, Holiday, or under any other Lease that is not a Resident Agreement and is for demised premises of 2,500 square feet or more, which default is of a nature which would permit such lessee to terminate such lessee's lease, promptly upon the receipt of notice of such default, but in all events in sufficient time to afford to Assignee an opportunity to cure any such default prior to the lessee under the subject Lease having any right to terminate the Lease by reason of such default.

3.5 Assignee to be Creditor of Lessee. To the extent permitted by law, Assignee shall be deemed to be the creditor of each lessee in the Leases in respect of any and all claims for Damages, assignments for the benefit of creditors and bankruptcy, reorganization, insolvency, dissolution or receivership proceedings affecting such lessee (without obligation on the part of Assignee, however, to file or make timely filings of claims in such proceedings or otherwise to pursue creditor's rights therein). Assignor hereby assigns to Assignee any and all Damages and any and all money received in connection with such assignment for the benefit of creditors or in any such bankruptcy, reorganization, insolvency, dissolution or receivership proceedings, with Assignee to receive such Damages and monies and hold them in escrow for the purposes of applying Damages or any money received by Assignee as such creditor in payment of the principal and interest installments secured by or to be paid under the Loan next falling due. To the extent permitted by law, Assignor hereby appoints Assignee as its irrevocable attorney-in-fact to appear in any action and/or collect any such money, award or payment.

#### **IV. DEFAULTS AND REMEDIES**

4.1 Defaults. The occurrence of an Event of Default under the Loan Agreement or any of the other Loan Documents shall constitute an Event of Default hereunder.

4.2 Exercise of this Assignment of Leases and Rents.

(a) Assignee may exercise the assignment hereby granted upon the occurrence and during the continuation of any Event of Default and pursue its rights to collect the Rents or manage the Property, or both, and otherwise exercise its rights in accordance with applicable law as provided in this Assignment without regard to the adequacy of the security and without waiving any other remedy available to Assignee and without waiving such Event of Default.

(b) In the event Assignee elects to invoke any of its rights hereunder, and thereafter for any reason relinquishes to the Assignor such rights, this Assignment shall in no respect be terminated but instead remain in full force and effect until the indebtedness represented by the Note is paid in full, it being the intent of the parties that Assignee, from time to time upon the occurrence of any Event of Default under this Assignment, which Event of Default is continuing shall have all the rights granted hereby.

4.3 Nature of Remedies. No delay or omission on the part of Assignee in the exercise of any remedy for an Event of Default shall operate as a waiver thereof. The remedies available

to Assignee under this Assignment shall be in addition to, and exercisable in any combination with, any and all remedies available by operation of law and under the Note and the other Loan Documents. The said remedies shall be cumulative and concurrent, may be pursued separately, successively or together against Assignor or the Property, or either of them, at the sole discretion of Assignee and may be exercised as often as occasion therefor shall arise.

4.4 Application of Rents. Assignee shall have the power, when permitted under this Assignment, to apply the Rents and Damages, in such order as Assignee may determine, to the payment of the indebtedness (in the inverse order of maturity) represented by the Note and the other Loan Documents, including, without limitation, the payment of all advances and expenses incurred by Assignee under the Loan Documents and all expenses for the care and management of the Property, including taxes, insurance, assessments, usual and customary commissions to a real estate broker for leasing real estate and collecting Rents, and the expenses and fees of all attorneys, agents, and servants, which expenses Assignee may deem to be necessary to exercise the powers granted to the Assignee hereunder. The receipt by Assignee of any Rents pursuant to this Assignment following an Event of Default and the exercise of any remedies provided for in the Note or the other Loan Documents shall not cure such Event of Default or affect or prejudice the exercise of such remedies.

4.5 Limitation of Assignee's Obligations. Assignee's obligations as to any Rents actually collected shall be discharged by application of such Rents for the purposes described in this Assignment. Assignee shall not be liable for uncollected Rents or for any claim for damages or set-offs arising out of Assignee's management of the Property other than for damages arising from Assignee's gross negligence or willful misconduct. Assignee shall not be liable to any lessee under the Leases for the return of any security deposit made under any Lease of any portion of the Property unless Assignee shall have received such security deposit from Assignor or such lessee. Until the Transfer Date (or such earlier date upon which Assignee expressly assumes any of the Leases in writing), Assignee shall not by reason of this Assignment or the exercise of any right granted herein be obligated to perform any obligation of Assignor under any of the Leases, nor shall Assignee be responsible for any act committed by Assignor or any breach or failure to perform by Assignor with respect to any of the Leases. Nothing contained herein shall be deemed to have the effect of making the Assignee a mortgagee in possession of the Property or any part thereof.

4.6 Reimbursement. Assignor shall reimburse, indemnify, and hold Assignee harmless for and from any and all reasonable expenses, losses, damages, and liabilities which Assignee may incur (except for any such expenses, losses, damages and liabilities caused by Assignee's gross negligence or willful misconduct) by reason of this Assignment, or by reason of any of the Leases, or incurred in connection with exercising any of the rights granted in this Assignment; provided, however, in no event shall Assignor's obligations under this sentence apply to any expenses, losses, damages or liabilities that first accrue or first arise after the Transfer Date (unless such expenses, losses, damages or liabilities are due to acts or omissions of Assignor, Operating Tenant or Operating Subtenant Holladay). Any and all amounts due to Assignee under this Section 4.6 shall be promptly due and payable following written notice to Assignor and shall be added to the principal amount of either Note (as determined by Lender) and secured by this Assignment and the other Loan Documents.

4.7 Authorization to Lessees. Following the occurrence of an Event of Default, each present and future lessee under any of the Leases is hereby authorized and directed to pay the Rent payable thereunder to Assignee upon written demand from Assignee stating that an Event of Default has occurred and is continuing under this Assignment without inquiry as to whether any such Event of Default has occurred or whether Assignee is rightfully entitled to such Rent.

## V. MISCELLANEOUS

5.1 Utah Uniform Assignment of Rents Act. This Assignment is subject to the Utah Uniform Assignment of Rents Act, Utah Code Annotated Section 57-26-101 et seq. (the “**Utah Act**”), and 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 and Assignee shall have all rights and remedies available under the Utah Act which rights and remedies shall be cumulative with all rights and remedies hereunder.

5.2 Modification of Loan Terms. If the time of payment of all indebtedness secured hereby or any part thereof is extended at any time or times, or if the Loan is renewed, modified, or replaced (it being understood that the Loan may not be modified or replaced other than pursuant to a written agreement between Assignor and Assignee, except as set forth in the Loan Agreement), or if any security for the Loan is released, Assignor and any other parties now or hereafter liable therefor or interested in the Property shall be held to consent to such extensions, renewals, modifications, replacements, and releases, and their liability and the lien hereof and of the other Loan Documents shall not be released and the rights created hereby and thereby shall continue in full force and effect, the right of recourse against all such parties being reserved by Assignee.

5.3 Successors and Assigns. This Assignment shall inure to the benefit of and be binding upon the respective successors and assigns of Assignor and Assignee and all persons and entities (including owners, lessees and sublessees) which may hereafter obtain any interest in the Property.

5.4 Notices. Whenever notice may appropriately be given under this Assignment, such notice shall be given in accordance with the provisions for notice as set forth in the Loan Agreement.

5.5 Governing Law. This Assignment shall be governed by the laws of the State of Georgia except in situations in which the Security Instrument would be governed by the laws of the state where the Property is located, in which case this Assignment shall be governed by the laws of the State of Utah. The provisions of Section 23 of the Security Instrument are hereby incorporated into this Assignment as if they were more fully set forth herein.

5.6 Severability. If any term, restriction or covenant of this Assignment is deemed illegal or unenforceable, all other terms, restrictions and covenants and the application thereof to all persons and circumstances subject hereto shall remain unaffected to the extent permitted by law; and if any application of any term, restriction or covenant to any person or circumstances is deemed illegal or unenforceable, the application of such term, restriction, or covenant to any other persons or circumstances shall remain unaffected to the extent permitted by law.

5.7 Termination. The recording of a satisfaction of the Security Instrument shall terminate this Assignment; provided, Assignee shall, within ten (10) days after the underlying obligations of the Loan Documents have been paid and satisfied in full (other than any contingent obligations that survive the repayment in full of the Loan), provide to Assignor, in form acceptable for recordation, an executed and acknowledged certificate of satisfaction or deed of release for the lien of the Security Instrument (and thereby terminating this Assignment). This Section shall survive the repayment in full of the Loan.

5.8 Waiver of Jury Trial. TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, ASSIGNOR WAIVES ANY RIGHT TO TRIAL BY JURY ON ANY CLAIM, COUNTERCLAIM, SETOFF, DEMAND, ACTION OR CAUSE OF ACTION (A) ARISING OUT OF OR IN ANY WAY RELATED TO THIS ASSIGNMENT OR THE LOAN, OR (B) IN ANY WAY CONNECTED WITH OR PERTAINING OR RELATED TO OR INCIDENTAL TO ANY DEALINGS OF ASSIGNEE AND/OR ASSIGNOR WITH RESPECT TO THE LOAN DOCUMENTS OR IN CONNECTION WITH THIS ASSIGNMENT OR THE EXERCISE OF ANY PARTY'S RIGHTS AND REMEDIES UNDER THIS ASSIGNMENT OR OTHERWISE, OR THE CONDUCT OR THE RELATIONSHIP OF THE PARTIES HERETO, IN ALL OF THE FOREGOING CASES WHETHER NOW EXISTING OR HEREAFTER ARISING AND WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE. ASSIGNOR AGREES THAT ASSIGNEE MAY FILE A COPY OF THIS ASSIGNMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE KNOWING, VOLUNTARY, INTENTIONAL AND BARGAINED AGREEMENT OF ASSIGNOR IRREVOCABLY TO WAIVE ITS RIGHTS TO TRIAL BY JURY AS AN INDUCEMENT OF ASSIGNEE TO MAKE THE LOAN, AND THAT, TO THE EXTENT PERMITTED BY APPLICABLE LAW, ANY DISPUTE OR CONTROVERSY WHATSOEVER (WHETHER OR NOT MODIFIED HEREIN) BETWEEN ASSIGNOR AND ASSIGNEE SHALL INSTEAD BE TRIED IN A COURT OF COMPETENT JURISDICTION BY A JUDGE SITTING WITHOUT A JURY.

5.9 Waiver of Automatic Stay. TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, ASSIGNOR HEREBY AGREES THAT, IN CONSIDERATION OF ASSIGNEE'S AGREEMENT TO MAKE THE LOAN AND IN RECOGNITION THAT THE FOLLOWING COVENANT IS A MATERIAL INDUCEMENT FOR ASSIGNEE TO MAKE THE LOAN, IN THE EVENT THAT ASSIGNOR SHALL (A) FILE WITH ANY BANKRUPTCY COURT OF COMPETENT JURISDICTION OR BE THE SUBJECT OF ANY PETITION UNDER ANY SECTION OR CHAPTER OF TITLE 11 OF THE UNITED STATES CODE, AS AMENDED ("**BANKRUPTCY CODE**"), OR SIMILAR LAW OR STATUTE, (B) BE THE SUBJECT OF ANY ORDER FOR RELIEF ISSUED UNDER THE BANKRUPTCY CODE OR SIMILAR LAW OR STATUTE, (C) FILE OR BE THE SUBJECT OF ANY PETITION SEEKING ANY REORGANIZATION, ARRANGEMENT, COMPOSITION, READJUSTMENT, LIQUIDATION, DISSOLUTION, OR SIMILAR RELIEF UNDER ANY PRESENT OR FUTURE FEDERAL OR STATE ACT OR LAW RELATING TO BANKRUPTCY, INSOLVENCY, OR OTHER RELIEF FOR DEBTORS, (D) HAVE SOUGHT OR CONSENTED TO OR ACQUIESCED IN THE APPOINTMENT OF ANY TRUSTEE, RECEIVER, CONSERVATOR, OR LIQUIDATOR, OR (E) BE THE SUBJECT OF AN ORDER, JUDGMENT OR DECREE ENTERED BY ANY COURT OF COMPETENT JURISDICTION APPROVING A PETITION FILED AGAINST ASSIGNOR FOR ANY REORGANIZATION, ARRANGEMENT, COMPOSITION, READJUSTMENT,



LIQUIDATION, DISSOLUTION, OR SIMILAR RELIEF UNDER ANY PRESENT OR FUTURE FEDERAL OR STATE ACT OR LAW RELATING TO BANKRUPTCY, INSOLVENCY OR RELIEF FOR DEBTORS, THEN, SUBJECT TO COURT APPROVAL, ASSIGNEE SHALL THEREUPON BE ENTITLED AND ASSIGNOR HEREBY IRREVOCABLY CONSENTS TO, AND WILL NOT CONTEST, AND AGREES TO STIPULATE TO RELIEF FROM ANY AUTOMATIC STAY OR OTHER INJUNCTION IMPOSED BY SECTION 362 OF THE BANKRUPTCY CODE, OR SIMILAR LAW OR STATUTE (INCLUDING, WITHOUT LIMITATION, RELIEF FROM ANY EXCLUSIVE PERIOD SET FORTH IN SECTION 1121 OF THE BANKRUPTCY CODE) OR OTHERWISE, ON OR AGAINST THE EXERCISE OF THE RIGHTS AND REMEDIES OTHERWISE AVAILABLE TO ASSIGNEE AS PROVIDED IN THE LOAN DOCUMENTS, AND AS OTHERWISE PROVIDED BY LAW, AND ASSIGNOR HEREBY IRREVOCABLY WAIVES ITS RIGHTS TO OBJECT TO SUCH RELIEF.

5.10 Limitation on Obligations. Section 8.23 of the Loan Agreement is incorporated herein by reference.

5.11 Assignee's Acceptance. By accepting this Assignment, Assignee acknowledges and agrees to the terms and provisions set forth in this Assignment.

***[REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]***

IN WITNESS WHEREOF, the undersigned has caused this Assignment to be executed and sealed by its duly authorized representative on the day and year first above written.

**WOJV HOLLADAY, LLC**, a Delaware limited liability company

Witnesses  
*John Brussard*  
Printed Name: John Brussard

By: *Paul Nevala* [seal]  
Name: Paul Nevala  
Title: Senior Vice President and Treasurer

*MICHAEL TREMPER*  
Printed Name: MICHAEL TREMPER

STATE OF VIRGINIA        )  
  ss.  
COUNTY OF Fairfax    )

The foregoing instrument was acknowledged before me this 9th day of June, 2022, by Paul Nevala, Senior Vice President and Treasurer of **WOJV HOLLADAY, LLC**, a Delaware limited liability company, for and on behalf of such limited liability company.

*Nathan R. Grisius*  
NOTARY PUBLIC  
Residing at: Fairfax, VA

My commission expires 10/31/25



SIGNATURE PAGE TO ASSIGNMENT OF LEASES AND RENTS

**EXHIBIT "A"**

**LEGAL DESCRIPTION**

**PARCEL 1:** (Located in Holladay City, Salt Lake County, State of Utah)

The leasehold estate created by the Lease executed by Risen Life Properties, LLC, a Utah limited liability company, as Landlord, and Holladay Senior Living Group, LLC, a Utah limited liability company, as Tenant, dated October 28, 2015 as disclosed by a Memorandum of Ground Lease Agreement recorded October 29, 2015 as Entry No. 12160521 in Book 10374 at Page 7728 of Official Records, and an Assignment of Ground Lease and Memorandum of Ground Lease Agreement recorded December 26, 2019 as Entry No. 13156361 in Book 10877 at Page 6634 of Official Records, in and to the following described land:

Beginning at a point on the Southerly right of way line of 3900 South Street, said point being North 00°02'52" East along the monument line of 2700 East Street 1751.95 feet and South 89°54'00" East 42.01 feet from the Southwest corner of Section 35, Township 1 South, Range 1 East, Salt Lake Base and Meridian and running thence along said right of way line the following (2) courses: 1) South 89°54'00" East 228.87 feet, 2) South 88°46'00" East 31.11 feet; thence South 00°13'15" West 341.53 feet to a point on the Northerly line of Susan Jane Subdivision, as recorded with the office of the Salt Lake County Recorder; thence West along said Northerly line 267.96 feet to a point on the Easterly right of way line of said 2700 East Street; thence Northerly along said right of way line the following (2) courses: 1) North 00°02'52" East 333.05 feet, 2) North 43°22'53" East 13.13 feet to the point of beginning.

**PARCEL 1A:**

Non-exclusive easements for vehicular and pedestrian ingress and egress, and parking of vehicles, appurtenant to Parcel 1 described herein, as more particularly defined in that certain Declaration and Grant of Cross Access Easements & Cross Parking Easements with Agreement Regarding Construction of Certain Improvements recorded September 4, 2015 as Entry No. 12127343 in Book 10359 at Page 4192 of official records of Salt Lake County, Utah.

Tax Parcel: 16-35-307-018

**SCHEDULE I**

**Borrower Parties**

**WOJV HEBER, LLC**, a Delaware limited liability company  
**WOJV HOLLADAY, LLC**, a Delaware limited liability company  
**WOJV MAPLETON, LLC**, a Delaware limited liability company