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AGREE- AGREEMENT
Rashelle Hobbs, Recorder, Salt Lake County, Utah
Return To: FIRST AMERICAN TITLE INSURANCE COMPANY - NCS SA
215 S STATE ST STE 380SALT LAKE CITY, UT 841112371

RECORDING REQUESTED BY AND
AFTER RECORDING RETURN TO:

First American Title
National Commercial Services
NCS File # 1070139

Polsinelli PC
900 W. 48th Place, Suite 900
Kansas City, Missouri 64112
Attention: Benda Petersons
Asset No. 030311601

CONSENT AND ASSUMPTION AGREEMENT WITH RELEASE

This Consent and Assumption Agreement With Release (this "Agreement") is entered into as of December 17, 2021, by and among **DHM SALT LAKE CITY HOTEL LESSEE, LP**, a Delaware limited partnership ("Seller"), with an address of c/o Driftwood Capital, 255 Alhambra Circle, Suite 760, Coral Gables, Florida 33134, **DRIFTWOOD ACQUISITION & DEVELOPMENT, L.P.**, a Delaware limited partnership ("Seller Principal"), with an address of c/o Driftwood Capital, 255 Alhambra Circle, Suite 760, Coral Gables, Florida 33134, **SLC 150 W 500 S, LLC**, a Delaware limited liability company ("Buyer"), with an address of c/o Endeavor Real Estate Group, 500 W. 5th Street, Suite 700, Austin, Texas 78701, **ENDEAVOR OPPORTUNITY PARTNERS II, LP, ENDEAVOR OPPORTUNITY PARTNERS II-A, LP, and ENDEAVOR OPPORTUNITY PARTNERS II-ERG, LP**, each a Texas limited partnership (collectively, "Buyer Principal"), with an address of c/o Endeavor Real Estate Group, 500 W. 5th Street, Suite 700, Austin, Texas 78701, and **WELLS FARGO BANK, NATIONAL ASSOCIATION, AS TRUSTEE FOR THE BENEFIT OF THE REGISTERED HOLDERS OF JPMCC COMMERCIAL MORTGAGE SECURITIES TRUST 2016-JP3, COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2016-JP3** (collectively referred to herein as "Lender"), with an address of c/o Midland Loan Services, 10851 Mastin, Suite 700, Overland Park, Kansas 66210.

RECITALS

A. Seller is the owner of certain real property located in Salt Lake City, Salt Lake County, Utah, commonly known as the Sheraton Salt Lake City, which real property is more

particularly described in Exhibit A attached hereto and incorporated herein by reference. Such real property, together with all improvements, fixtures and personal property located thereon is collectively referred to as the "Property."

B. Lender, as assignee from Benefit Street Partners CRE Finance LLC ("Original Lender"), is the owner and holder of certain documents (the "Original Loan Documents") evidencing and securing a loan (the "Loan") made by Original Lender to Seller, including, without limitation, the following, which are all dated on or as of August 25, 2016, unless otherwise noted:

- (i) Promissory Note, in the original principal amount of \$35,000,000.00, executed by Seller, as maker, in favor of Original Lender (the "Note").
- (ii) Loan Agreement executed by Seller and Original Lender (the "Loan Agreement").
- (iii) Deed of Trust and Security Agreement, executed by Seller in favor of First American Title Insurance Agency, as trustee for the benefit of Original Lender, filed for record September 1, 2016, in the Office of the Register of Deeds, Recorder of Deeds or County Clerk, as applicable, in and for Salt Lake County, Utah (the "Recording Office"), at Instrument No. 12356659 in Book 10471 at Page 7452 (the "Security Instrument").
- (iv) Assignment of Leases and Rents, executed by Seller in favor of Original Lender, filed for record September 1, 2016, in the Recording Office, at Instrument No. 12356660 in Book 10471 at Page 7479 (the "Assignment of Leases").
- (v) Environmental Indemnity Agreement, executed by Seller and Seller Principal in favor of Original Lender (the "Environmental Indemnity").
- (vi) Guaranty of Recourse Obligations, executed by Seller Principal in favor of Original Lender (the "Guaranty").
- (vii) Assignment of Management Agreement and Subordination of Management Fees, executed by Seller, Driftwood Hospitality Management, LLC, a Delaware limited liability company ("Property Manager"), and Original Lender (the "AOMA").
- (viii) Deposit Account Control Agreement (Soft Lockbox), executed by Seller, Wells Fargo Bank, National Association and Original Lender (the "DACA").
- (ix) Subordination of Advisory Services Agreement and Advisory Services Fees executed by Seller, Original Lender and Seller Principal ("Subordination of Advisory Services").

C. Midland Loan Services, a Division of PNC Bank, National Association ("Midland"), services the Loan for Lender, as Master Servicer, pursuant to that certain Pooling and Servicing Agreement dated as of September 1, 2016.

D. Seller and Buyer (as assignee of Cerco Development, Inc.) are the current parties to that certain Purchase and Sale Agreement dated as of May 27, 2021 (as amended, the "Purchase").

Agreement”), pursuant to which the Property is to be transferred to Buyer and Buyer is to assume the Loan (the “Transfer and Assumption”), and have requested that Lender consent to the Transfer and Assumption.

E. Without the prior consent of the Lender, the Transfer and Assumption would constitute a default under the Original Loan Documents. Subject to the terms and conditions of this Agreement, Lender (as assignee of Original Lender’s interest in the Loan and the Original Loan Documents) has agreed to consent to the Transfer and Assumption.

F. With respect to Seller and Seller Principal, the term “Loan Documents” as used hereinafter shall mean the Original Loan Documents. With respect to Buyer and Buyer Principal, the term “Loan Documents” as used hereinafter shall mean collectively (i) the Note, the Loan Agreement, the Security Instrument and the Assignment of Leases, in each case as amended pursuant to this Agreement, (ii) the New Environmental Indemnity, (iii) the New Guaranty, (iv) the New Clearing Account DACA, (v) the New Cash Management Account DACA, (vi) the New AOMA, (vii) the New Subordination of Asset Management Agreement, (viii) this Agreement and (ix) all other documents, instruments and agreements executed by Buyer or Buyer Principal in connection with the Loan or the Transfer and Assumption.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. Consent to Transfer. Subject to satisfaction of all of the conditions contained herein, Lender consents to the Transfer and Assumption. This consent is strictly limited to the Transfer and Assumption described in this Agreement. This Agreement shall not constitute a waiver or modification of any requirement of obtaining Lender’s consent to any future transfer of the Property or any portion thereof or interest therein, nor shall it constitute a modification of the terms, provisions, or requirements in the Loan Documents in any respect except as expressly provided herein. Buyer specifically acknowledges that any subsequent transfer of any interest in any of the Property or interest in Buyer in violation of the Loan Documents shall be a default thereunder. The Loan Documents are hereby ratified and, except as expressly modified in this Agreement, remain unmodified and are in full force and effect.

2. Loan Information. The parties hereto agree that as of the date hereof:

- (a) The outstanding principal balance of the Note is \$32,281,553.06.
- (b) The interest rate of the Note is a fixed rate of 5.32% per annum.
- (c) The maturity date of the Note is September 6, 2026.
- (d) The following listed payments are due and payable on the sixth day of each and every calendar month:
 - \$194,791.56 principal and interest installments.
 - \$44,153.41 tax escrow deposit.

- \$16,134.75 insurance escrow deposit.
- \$33,467.43 furniture, fixtures and equipment reserve escrow deposit.
- \$0.00 pip escrow deposit.
- \$0.00 immediate repair reserve escrow deposit.

(e) The current balance of each escrow account held by Lender with respect to the Loan is:

- \$269,765.36 tax escrow account.
- \$157,325.89 insurance escrow account.
- \$143,696.34 furniture, fixtures and equipment reserve escrow account.
- \$0 excess cash.

(f) All required payments due through December 6, 2021, under the Loan Documents have been paid.

(g) There are no defenses or claims of setoffs with respect to any sums or amounts owing under the Loan Documents.

(h) Lender is the current owner and holder of the Loan Documents.

(i) There is no existing Event of Default (as defined in the Loan Documents) or event or condition that, with the giving of notice or passage of time or both, would constitute an Event of Default.

3. Conditions. In addition to any other conditions set forth herein or required by Lender, the following are conditions precedent that must be satisfied prior to or at the closing of the Transfer and Assumption (the "Closing"):

(a) The execution, acknowledgment and delivery of this Agreement by all of the parties concurrently with the Closing (and the recordation of this Agreement promptly after the Closing), and the execution, acknowledgement and delivery of all other agreements, instruments and documents required by Lender hereunder concurrently with and in connection with the Closing, including but not limited to the following (collectively, the "Supplemental Loan Documents"): (i) an Environmental Indemnity Agreement from Buyer and Buyer Principal in favor of Lender (the "New Environmental Indemnity"), (ii) a Guaranty of Recourse Obligations from Buyer Principal in favor of Lender (the "New Guaranty"), (iii) an Assignment of Management Agreement and Subordination of Management Fees from Buyer and Property Manager in favor of Lender ("New AOMA"), (iv) a Deposit Account Control Agreement by and among Wells Fargo Bank, National Association, Lender and Buyer relating to the Clearing Account (the "New Clearing Account DACA"), (v) a Deposit Account Control Agreement by and among PNC Bank, National Association, Lender and Buyer relating to the Cash Management Account (the "New Cash Management Account DACA"), and (vi) a Subordination of Asset

Management Agreement and Asset Management Fees from Buyer and JMI Realty LLC in favor of Lender (the "New Subordination of Asset Management Agreement").

- (b) The execution and delivery, as applicable, of one or more new financing statements, or amendments to existing financing statements as required by Lender at Closing (and the recordation or filing of such financing statements or amendments promptly after the Closing).
- (c) Buyer's delivery to Lender of satisfactory evidence that all insurance over the Property required by the Loan Documents (the "Required Insurance") is in full force and effect as of the Closing, with all required premiums paid, and contains a mortgagee's clause (the "Mortgagee's Clause") satisfactory to Lender in favor of Lender, its successors and/or assigns, c/o Midland Loan Services, Master Servicer, 10851 Mastin, Suite 700, Overland Park, Kansas 66210; re: Loan Number 030311601.
- (d) Lender's receipt of satisfactory Title Policy (hereinafter defined).
- (e) The full release and reconveyance of any other liens or monetary encumbrances against the Property, other than Permitted Encumbrances (as defined in the Loan Agreement).
- (f) Lender's receipt of all the Required Payments (hereinafter defined).
- (g) Delivery of a copy of the Sheraton Relicensing Franchise Agreement (the "Replacement Franchise Agreement") by and between Buyer and Marriott International, Inc. ("Franchisor") and evidence reasonably satisfactory to Lender, that the Franchisor has approved the Transfer and Assumption.
- (h) Evidence satisfactory to Lender that Buyer has prepaid to Franchisor the amount of \$2,250,000 as possible liquidated damages required by the Replacement Franchise Agreement.
- (i) Buyer shall deliver to Lender financial statements for each Buyer Principal prepared by an accountant, in accordance with Section 5.2(iii) of the New Guaranty, which shall not include the financial information for any other Person. The calculation of required liquidity under the New Guaranty shall include 50% of the Buyer Principal's uncalled capital commitments as Liquid Assets (as defined in the New Guaranty).
- (j) The satisfaction of all other conditions contained in the approval letter issued by the Lender in connection with the Transfer and Assumption.

4. Fees, Payment and Expenses. Buyer covenants and agrees to pay to Lender at Closing the following, as more particularly shown on the Loan Settlement Statement prepared by

Lender, executed by Seller and Buyer and delivered on the date hereof, with such credits as shown thereon (the “Required Payments”):

- (a) One half of one percent (0.50%) of the amount listed in Section 2(a) above, as an assumption fee for Lender’s consent to the Transfer and Assumption of the Loan.
- (b) Payment of legal fees and expenses of Lender’s counsel in connection with the Transfer and Assumption.
- (c) Payment of the fees and expenses of rating agencies, and their respective counsel, if applicable.
- (d) Payment for third party reports.
- (e) Buyer’s payment of \$357,000.00 to be deposited into the PIP Reserve Account (as defined in the Loan Agreement, as amended hereby), to be held, applied and disbursed by Lender in accordance with the terms of Section 7.4 of the Loan Agreement, as amended hereby.
- (f) Buyer’s payment of \$2,357,504.00 to be deposited into the Debt Service Reserve Account (as defined in Section 5(e) below), and to be held, applied and disbursed by Lender in accordance with the terms of Section 7.7 of the Loan Agreement, created under Section 5(f) of this Agreement.
- (g) Buyer’s payment of \$5,000 to Wells Fargo Bank, National Association, for the minimum balance of the new Clearing Account.
- (h) Buyer’s payment of \$4,021.56 to be deposited into the Insurance Account (as defined in the Loan Agreement, as amended hereby, to be held, applied and disbursed by Lender in accordance with the terms of Section 7.2 of the Loan Agreement, as amended hereby.

5. Loan Modifications.

- (a) As to Buyer and Buyer Principal, from and after the date hereof: (i) all references in the Loan Documents to “Borrower” shall mean Buyer, together with its permitted successors and assigns, (ii) all references in the Loan Documents to “Lender” shall mean Lender, together with its successors and assigns, (iii) all references in the Loan Documents to “Guarantor” shall mean Buyer Principal, and (iv) all references in the Loan Documents to the “Loan Documents”, or to any particular Loan Document, shall refer to the Loan Documents or the particular Loan Document described in clauses (i) through (viii) of Recital F hereof, as applicable, as amended, replaced or supplemented pursuant to this Agreement and the Supplemental Loan Documents.
- (b) From and after the date hereof, the following definitions contained in Section 1.1 of the Loan Agreement are hereby amended to read as follows:

“Assignment of Management Agreement” shall mean that certain Assignment of Management Agreement and Subordination of Management Fees dated as of the Assumption Closing Date, by and among Borrower, Lender and Manager, as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time in accordance with the terms hereof.

“Clearing Account Agreement” shall mean that certain Deposit Account Control Agreement dated as of Assumption Closing Date, by and among Borrower, Lender and Wells Fargo Bank, National Association, as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time in accordance with the terms hereof.

“Environmental Indemnity” shall mean that certain Environmental Indemnity Agreement dated as of the Assumption Closing Date, executed by Borrower and Guarantor in favor of Lender, as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time in accordance with the terms hereof.

“Franchise Agreement” shall mean (a) that certain Sheraton Relicensing Franchise Agreement dated as of the Assumption Closing Date between Borrower and Franchisor, as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time in accordance with the terms hereof, or (b) if the context requires, any Replacement Franchise Agreement executed in accordance with the terms and provisions hereof, as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time in accordance with the terms hereof.

“Guarantor” shall mean ENDEAVOR OPPORTUNITY PARTNERS II, LP, ENDEAVOR OPPORTUNITY PARTNERS II-A, LP, and ENDEAVOR OPPORTUNITY PARTNERS II-ERG, LP, each a Texas limited partnership, and any successor to and/or replacement of any of the foregoing, in each case, pursuant to and in accordance with the applicable terms and conditions of the Loan Documents.

“Guaranty” shall mean that certain Guaranty of Recourse Obligations dated as of the Assumption Closing Date, executed by Guarantor in favor Lender, as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time in accordance with the terms hereof.

“Interest Bearing Accounts” shall mean the FF&E Reserve Account and the Debt Service Reserve Account.

“Subordination of Advisory Agreement” shall mean that certain Subordination of Asset Management Agreement and Asset Management Fees dated as of the Assumption Closing Date, by and among Borrower, Lender and JMI Realty LLC, as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time in accordance with the terms hereof.

- (c) From and after the date hereof, the following definition is hereby added to Section 1.1 of the Loan Agreement:

“Assumption Closing Date” shall mean December 17, 2021.

- (d) A new Section 6.3(c) is hereby added to the Loan Agreement, as follows:

(c) Notwithstanding the foregoing, any other transfers, issuances or redemptions of direct or indirect ownership interests in Borrower not described in Section 6.3 above shall be permitted without Lender’s consent or approval, so long as at all times following any and all such transfers: (i) at least three of the following principals of Endeavor Real Estate Group, Ltd., continue to maintain Control of Borrower: A. Bryce Miller, Andrew R. Pastor, Jeffrey S. Newberg, Kirk A. Rudy, Christopher T. Ellis, Charles A. March, R. Charles Northington, O. Jamil Alam, and David L. Roberts; and (ii) the Guarantors collectively continue to indirectly own at least fifty-one percent (51%) of the issued and outstanding membership interests in Borrower.

- (e) Section 7.4(a)(ii) of the Loan Agreement is hereby amended by deleting “one hundred percent (100%)” and replacing it with “one hundred ten percent (110%)”.

- (f) Section 7.7 of the Loan Agreement is hereby deleted in its entirety, and replaced with the following:

“Section 7.7 Debt Service Reserve. On the Assumption Closing Date, Borrower has deposited with Lender the amount of \$2,357,504 (the “Debt Service Reserve Deposit”) which will be held by Lender in a reserve account (the “Debt Service Reserve Account”), which shall be a Reserve Account under this Agreement. The funds held therein shall be additional collateral for the Loan and shall be deemed to be Reserve Funds under this Agreement. At such time as Lender determines in its reasonable discretion that the Property has achieved a Debt Service Coverage Ratio of at least 1.3:1.0 based on a trailing six (6) calendar months, all remaining funds in the Debt Service Reserve Account shall be disbursed to Borrower. For clarification and avoidance of doubt, all aspects of the Debt Service Coverage Ratio calculation for purposes of this Section, including but not limited to Underwritable Cash Flow, Gross Rents and Operating Expenses, shall be made based upon a trailing six (6) calendar months. Other than the deposit made on the Assumption Closing Date, Borrower shall have no obligation to deposit additional funds into the Debt Service Reserve Account.

- (g) Section 15.5 of the Loan Agreement is hereby amended as follows: The notice addresses for Borrower and Lender under the Loan Documents shall be as follows:

If to Lender: Wells Fargo Bank, National Association, as trustee for the benefit of the registered holders of JPMCC Commercial Mortgage Securities Trust 2016-JP3, Commercial Mortgage Pass-Through Certificates, Series 2016-JP3

c/o Midland Loan Services
10851 Mastin, Ste. 700
Overland Park, Kansas 66210
Attention: Asset Management
Facsimile No. (888) 706-3565

If to Borrower: SLC 150 W 500 S, LLC
c/o Endeavor Real Estate Group
500 W. 5th Street, Suite 700
Austin, Texas 78701
Attention: Geoffrey Palmer and David Roberts
Facsimile No. (512) 682-5505

with a copy to: Metcalfe Wolff Stuart & Williams, LLP
221 W. 6th Street, Suite 1300
Austin, Texas 78701
Attention: Ari Kuchinsky
Facsimile No. (512) 404-2245

Any notices to Seller shall be sent to Seller as prescribed by Section 15.5 of the Loan Agreement without giving effect to the immediately preceding change to the Borrower notice addresses.

- (h) Completion of Immediate Repairs: Within one hundred eighty (180) days from the date hereof, Buyer shall complete the immediate repairs identified in the Limited Property Condition Assessment dated July 9, 2021, prepared by Nova Consulting (collectively, the "Immediate Repairs"); provided, however, if Buyer is diligently pursuing completion of such repairs but they have not been completed by such date, Borrower shall have an additional ninety (90) days to complete such repairs. Buyer shall provide evidence reasonably satisfactory to Lender that the Immediate Repairs have been completed. Required evidence may include any and all items reasonably required by Lender or Lender's servicers as evidence that such items have been completed. Failure to make the Immediate Repairs within said time period shall constitute an Event of Default under the Loan Documents, at the election of Lender, and Lender shall have all remedies provided therein including the right to make the Immediate Repairs and obtain reimbursement from the Buyer.
- (i) Buyer shall deliver to Lender on or before the date which is forty-five (45) from the Assumption Closing Date, a comfort letter from the Franchisor for the benefit of Lender, which shall be acceptable to Lender in its reasonable discretion, in form and substance.
- (j) Exhibit A of the Loan Agreement is hereby deleted and replaced with the Replacement Exhibit A attached hereto, which is the current organizational chart of Buyer.

6. Title Endorsements. At Closing, Buyer shall (a) cause First American Title Insurance Company to issue a Lender's mortgagee's title insurance policy the form of the pro forma policy approved by Lender prior to the date hereof, with all blanks completed (the "Title Policy"), including showing that the Buyer is the owner of the Property, with the effective date of such title policy being the date of the Closing, and showing that the Loan Documents are in a first lien position (subject to Permitted Encumbrances), and (b) pay the cost of the Title Policy, any escrow, filing or recording fees applicable to this transaction, and Lender's costs and expenses incurred in connection with this Agreement or this transaction, including Lender's attorneys' fees, if any, incurred in connection with this Agreement or this transaction.

7. Buyer's Assumption of Loan; Financing Statements. Buyer hereby expressly assumes the obligation to pay the unpaid balance due and owing on the Loan, all interest thereon as provided in the Note and all other obligations under the Loan Documents, with the same force and effect as if Buyer had been specifically named therein as the original maker, borrower or grantor, as applicable. Without limiting the generality of the foregoing, Buyer expressly assumes the obligation to pay all loan installments as they become due and to observe all obligations of the Loan Documents. Buyer's assumption of the foregoing obligations (a) is absolute, unconditional and is not subject to any defenses, waivers, claims or offsets and (b) shall not be affected or impaired by any agreement, condition, statement or representation of any person or entity other than Lender. Buyer expressly agrees that it has read, approved and will comply with and be bound by all of the terms, conditions, and provisions contained in the Loan Documents, as amended by this Agreement. Buyer specifically agrees that to the extent the Note is or becomes recourse, Lender's remedies shall not in any respect or extent be limited solely to the Property or any other collateral securing the Loan.

Buyer hereby authorizes Lender to file one or more new financing statements, or amendments to existing financing statements, covering fixtures and personal property collateral included in the Property and covered by the security agreement contained in the Loan Documents, without signature of Buyer where permitted by law. Buyer hereby confirms that it grants Lender a security interest in all fixtures and personal property collateral described in the Loan Documents.

8. No Representations of Lender. The parties hereto agree that (a) Lender has made no representations or warranty, either express or implied regarding the Property and has no responsibility whatsoever with respect to the Property, its condition, or its use, occupancy or status, and (b) no claims relating to the Property, its condition, or its use, occupancy or status, will be asserted against Lender or its agents, employees, professional consultants, affiliated entities, successors or assigns, either affirmatively or as a defense.

9. Seller's Representations & Warranties. Seller hereby represents and warrants that:

- (a) Seller is the owner of the Property as evidenced by the Title Policy, subject to all of the exceptions specified therein and the Permitted Encumbrances, and is duly authorized to execute, deliver and perform this Agreement.
- (b) Any court or third-party approvals necessary for Seller to enter into this Agreement have been obtained.
- (c) The entities and/or persons executing this Agreement on behalf of Seller are duly authorized to execute and deliver this Agreement.

- (d) This Agreement and the Loan Documents to which Seller is a party are in full force and effect and the transactions contemplated therein constitute valid and binding obligations of Seller, enforceable against Seller in accordance with their terms and have not been modified either orally or in writing (other than as described herein).
- (e) Lender has not waived any requirements of the Loan Documents nor any of Lender's rights thereunder.
- (f) There is no existing Event of Default or event or condition that, with the giving of notice or passage of time or both, would constitute an Event of Default.
- (g) All taxes and assessments applicable to the Property that are due and payable as of the Closing have been paid.
- (h) The next payment for real property taxes applicable to the Property is due on or before November 30, 2022.
- (i) All representations and warranties made by Seller in the Purchase Agreement are true and correct in all material respects.
- (j) All information provided to Lender or Midland by Seller, or any of its employees, officers, directors, partners, members, managers or representatives, in connection with or relating to (i) this Agreement or the transactions contemplated hereby or (ii) the Property, contains no untrue statement of material fact and does not omit a material fact necessary in order to make such information not misleading, and the provision of any such information by Lender or Midland to any rating agency is expressly consented to by Seller and will not infringe upon or violate any intellectual property rights of any party. Seller, by its execution of this Agreement, jointly and severally with Seller Principal, agrees to reimburse, indemnify and hold Lender, its officers, agents, loan servicers (including, without limitation, Midland) and employees harmless from and against any and all liabilities, judgments, costs, claims, damages, penalties, expenses, losses or charges (including, but not limited to, all legal fees and court costs), which may now or in the future be undertaken, suffered, paid, awarded, assessed or otherwise incurred as a result of or arising out of any breach or inaccuracy of the foregoing representations and warranties or any fraudulent or tortious conduct of Seller in connection with this Agreement or the transactions contemplated hereby, or the Property, including the misrepresentation of financial data presented to Lender by Seller.
- (k) That certain Paycheck Protection Program loan in the amount of \$1,370,237.57 obtained by Seller prior to the date hereof, has been forgiven in full by the United States Small Business Administration or has otherwise been paid in full, and Seller has no other outstanding loans related to the effects of COVID-19.
- (l) All representations and warranties made by Seller herein shall be true as of the date of this Agreement and the Closing and shall survive the Closing.

Lender is entitled to rely, and has relied, upon these representations and warranties in the execution and delivery of this Agreement and all other documents and instruments executed and delivered by Lender in connection with this Agreement.

10. Seller Principal's Representations and Warranties. Seller Principal hereby represents and warrants that:

- (a) Seller Principal is duly authorized to execute, deliver and perform this Agreement.

- (b) Any court or third-party approvals necessary for Seller Principal to enter into this Agreement have been obtained.
- (c) The entities and/or persons executing this Agreement on behalf of Seller Principal are duly authorized to execute and deliver this Agreement.
- (d) This Agreement and the Loan Documents to which Seller Principal is a party are in full force and effect and the transaction contemplated therein constitute valid and binding obligations of Seller Principal, enforceable against Seller Principal in accordance with their terms, and have not been modified either orally or in writing (other than as described herein).
- (e) Lender has not waived any requirements of the Loan Documents nor any of Lender's rights thereunder.
- (f) There is no bankruptcy, receivership or insolvency proceeding pending or threatened against Seller Principal.
- (g) Seller Principal does not have any intention to do any of the following prior to the Closing or within 180 days following the Closing: (i) seek entry of any order for relief as debtor and a proceeding under the United States Bankruptcy Code, 11 U.S.C. §101 et seq. (the "Code"), (ii) seek consent to or not contest the appointment of a receiver or trustee for itself or for all or any part of its property, (iii) file a petition seeking relief under any bankruptcy, arrangement, reorganization or other debtor relief laws, or (iv) make a general assignment for the benefit of its creditors.
- (h) All information provided to Lender or Midland by Seller or Seller Principal, or any of their respective employees, officers, directors, partners, members, managers or representatives, in connection with or relating to (i) this Agreement or the transactions contemplated hereby or (ii) the Property, contains no untrue statement of material fact and does not omit a material fact necessary in order to make such information not misleading, and the provision of any such information by Lender or Midland to any rating agency is expressly consented to by Seller Principal and will not infringe upon or violate any intellectual property rights of any party. Seller Principal, by its execution of this Agreement, jointly and severally with Seller, agrees to reimburse, indemnify and hold Lender, its officers, agents, loan servicers (including, without limitation, Midland) and employees harmless from and against any and all liabilities, judgments, costs, claims, damages, penalties, expenses, losses or charges (including, but not limited to, all legal fees and court costs), which may now or in the future be undertaken, suffered, paid, awarded, assessed or otherwise incurred as a result of or arising out of any breach or inaccuracy of the foregoing representations and warranties or any fraudulent or tortious conduct of Seller or Seller Principal in connection with this Agreement or the transactions contemplated hereby, or the Property, including the misrepresentation of financial data presented to Lender by Seller Principal.
- (i) All representations and warranties made by Seller Principal herein shall be true as of the date of this Agreement and Closing and shall survive Closing.

Lender is entitled to rely, and has relied, upon these representations and warranties in the execution and delivery of this Agreement and all other documents and instruments executed and delivered by Lender in connection with this Agreement.

11. Buyer's Representations and Warranties. Buyer hereby represents and warrants that:

- (a) Buyer is duly authorized to execute, deliver and perform this Agreement.
- (b) Any court or third-party approvals necessary for Buyer to enter into this Agreement have been obtained.
- (c) The entities and/or persons executing this Agreement on behalf of Buyer are duly authorized to execute and deliver this Agreement.
- (d) This Agreement and the Loan Documents to which Buyer is a party are in full force and effect and the transactions contemplated therein constitute valid and binding obligations of Buyer, enforceable against Buyer in accordance with their terms and have not been modified either orally or in writing (other than as described herein).
- (e) To Buyer's knowledge, there is no existing Event of Default or event or condition that, with the giving of notice or passage of time or both, would constitute an Event of Default.
- (f) All taxes and assessments applicable to the Property that are due and payable as of the Closing have been paid.
- (g) The next payment for real property taxes applicable to the Property is due on or before November 30, 2022.
- (h) All representations and warranties made by Buyer in the Purchase Agreement are true and correct in all material respects.
- (i) There is no bankruptcy, receivership or insolvency proceeding pending or threatened against Buyer.
- (j) Buyer does not have any intention to do any of the following prior to the Closing or within 180 days following the Closing: (i) seek entry of any order for relief as debtor and a proceeding under the Code, (ii) seek consent to or not contest the appointment of a receiver or trustee for itself or for all or any part of its property, (iii) file a petition seeking relief under any bankruptcy, arrangement, reorganization or other debtor relief laws, or (iv) make a general assignment for the benefit of its creditors.
- (k) All of the Required Insurance is in full force and effect, with all required premiums paid, and contains the required Mortgagee's Clause.
- (l) All information provided to Lender or Midland by Buyer, or any of its employees, officers, directors, partners, members, managers or representatives, in connection with or relating to (i) this Agreement or the transactions contemplated hereby or (ii) the Property, contains no untrue statement of material fact and does not omit a material fact necessary in order to make such information not misleading, and the provision of any such information by Lender or Midland to any rating agency is expressly consented to by Buyer and will not infringe upon or violate any intellectual property rights of any party. Buyer, by its execution of this Agreement, jointly and severally with Buyer Principal, agrees to reimburse, indemnify and hold Lender, its officers, agents, loan servicers (including, without limitation, Midland) and employees harmless from and against any and all liabilities, judgments, costs, claims, damages, penalties, expenses, losses or charges (including, but not limited to, all legal fees and court costs), which may now or in the future be undertaken, suffered, paid, awarded, assessed or otherwise incurred as a result of or arising out of any breach or inaccuracy of the foregoing representations and warranties or any

fraudulent or tortious conduct of Buyer in connection with this Agreement or the transactions contemplated hereby, or the Property, including the misrepresentation of financial data presented to Lender.

- (m) All representations and warranties made by Buyer herein shall be true as of the date of this Agreement and the Closing and shall survive the Closing.

Lender is entitled to rely, and has relied, upon these representations and warranties in the execution and delivery of this Agreement and all other documents and instruments executed and delivered by Lender in connection with this Agreement.

12. Buyer Principal's Representations and Warranties. Buyer Principal hereby represents and warrants that:

- (a) Buyer Principal is duly authorized to execute, deliver and perform this Agreement.
- (b) Any court or third-party approvals necessary for Buyer Principal to enter into this Agreement have been obtained.
- (c) The entities and/or persons executing this Agreement on behalf of Buyer Principal are duly authorized to execute and deliver this Agreement.
- (d) This Agreement, the New Guaranty, and the New Environmental Indemnity are in full force and effect and the transaction contemplated therein constitute valid and binding obligations of Buyer Principal, enforceable against Buyer Principal in accordance with their terms, and have not been modified either orally or in writing.
- (e) There is no bankruptcy, receivership or insolvency proceeding pending or threatened against Buyer Principal.
- (f) Buyer Principal does not have any intention to do any of the following prior to the Closing or within 180 days following the Closing: (i) seek entry of any order for relief as debtor and a proceeding under the Code, (ii) seek consent to or not contest the appointment of a receiver or trustee for itself or for all or any part of its property, (iii) file a petition seeking relief under any bankruptcy, arrangement, reorganization or other debtor relief laws, or (iv) make a general assignment for the benefit of its creditors.
- (g) All information provided to Lender or Midland by Buyer or Buyer Principal, or any of their respective employees, officers, directors, partners, members, managers or representatives, in connection with or relating to (i) this Agreement or the transactions contemplated hereby or (ii) the Property, contains no untrue statement of material fact and does not omit a material fact necessary in order to make such information not misleading, and the provision of any such information by Lender or Midland to any rating agency is expressly consented to by Buyer Principal and will not infringe upon or violate any intellectual property rights of any party. Buyer Principal, by its execution of this Agreement, jointly and severally with Buyer, agrees to reimburse, indemnify and hold Lender, its officers, agents, loan servicers (including, without limitation, Midland) and employees harmless from and against any and all liabilities, judgments, costs, claims, damages, penalties, expenses, losses or charges (including, but not limited to, all legal fees and court costs), which may now or in the future be undertaken, suffered, paid, awarded, assessed or otherwise incurred as a result of or arising out of any breach or inaccuracy of the foregoing representations and warranties or any fraudulent or tortious conduct of

Buyer or Buyer Principal in connection with this Agreement or the transactions contemplated hereby, or the Property, including the misrepresentation of financial data presented to Lender.

- (h) All representations and warranties made by Buyer Principal herein shall be true as of the date of this Agreement and Closing and shall survive Closing.

Lender is entitled to rely, and has relied, upon these representations and warranties in the execution and delivery of this Agreement and all other documents and instruments executed and delivered by Lender in connection with this Agreement.

13. Release of Seller and Seller Principal. Lender hereby releases Seller and Seller Principal from all liability and obligations under the Loan Documents arising from and after the Closing, including, but not limited to, repayment of the Loan, but excepting, without limitation (i) any environmental or other damage to the Property occurring prior to the Closing, (ii) any obligations of Seller arising from the Purchase Agreement, (iii) any liability related to or arising from Seller's or Seller Principal's acts or omissions occurring prior to the Closing, and (iv) any liability related to or arising from fraudulent or tortious conduct of Seller or Seller Principal, including intentional misrepresentation of financial data presented to Lender by Seller or Seller Principal.

14. Release of Lender. Seller and Seller Principal, for themselves and for their agents, employees, representatives, officers, directors, general partners, limited partners, joint shareholders, beneficiaries, trustees, administrators, subsidiaries, affiliates, servants and attorneys (collectively, the "Seller Releasing Parties"), jointly and severally release and forever discharge Lender, PNC Bank, National Association, Midland Loan Services, a Division of PNC Bank, National Association, and their respective successors, assigns, partners, directors, officers, employees, agents, attorneys, administrators, trustees, subsidiaries, affiliates, beneficiaries, shareholders and representatives from all liabilities, obligations, costs, expenses, claims and damages, at law or in equity, known or unknown, which any of the Seller Releasing Parties may now or hereafter hold or claim to hold under common law or statutory right, arising in any manner out of the Property, the Loan, any of the Loan Documents or any of the documents, instruments or any other transactions relating thereto or the transactions contemplated thereby. Without limiting the generality of the foregoing, this release shall include the following matters: (a) all aspects of this Agreement and the Loan Documents, any negotiations, demands or requests with respect thereto, and (b) Lender's exercise or attempts to exercise any of its rights under this Agreement, any of the Loan Documents, at law or in equity. The Seller Releasing Parties agree that this release is a full, final and complete release and that it may be pleaded as an absolute bar to any or all suit or suits pending or which may thereafter be filed or prosecuted by any of the Seller Releasing Parties, or anyone claiming by, through or under any of the Seller Releasing Parties. The Seller Releasing Parties agree that this release is binding upon each of them and their respective agents, employees, representatives, officers, directors, general partners, limited partners, joint shareholders, beneficiaries, trustees, administrators, subsidiaries, affiliates, servants and attorneys.

Buyer and Buyer Principal, for themselves and for their agents, employees, representatives, officers, directors, general partners, limited partners, managers, members, joint shareholders, beneficiaries, trustees, administrators, subsidiaries, affiliates, servants and attorneys (collectively, the "Buyer Releasing Parties"), jointly and severally release and forever discharge Lender, PNC

Bank, National Association, Midland Loan Services, a Division of PNC Bank, National Association, and their respective successors, assigns, partners, directors, officers, employees, agents, attorneys, administrators, trustees, subsidiaries, affiliates, beneficiaries, shareholders and representatives from all liabilities, obligations, costs, expenses, claims and damages, at law or in equity, known or unknown, which arise out of any matters occurring prior to the Closing in connection with the transactions contemplated hereby. The Buyer Releasing Parties agree that this release is a full, final and complete release and that it may be pleaded as an absolute bar to any or all suit or suits pending or which may thereafter be filed or prosecuted by any of the Buyer Releasing Parties, or anyone claiming by, through or under any of the Buyer Releasing Parties. The Buyer Releasing Parties agree that this release is binding upon each of them and their respective agents, employees, representatives, officers, directors, general partners, limited partners, joint shareholders, beneficiaries, trustees, administrators, subsidiaries, affiliates, servants and attorneys.

The releases contained in this Section shall not apply to any claims as a result of any breach by Lender of any representations, warranties or covenants herein contained.

15. Ratification and Confirmation of the Loan. Buyer agrees to perform each and every obligation of Buyer under the Loan Documents, as specifically modified by this Agreement, in accordance with their respective terms and conditions. Buyer ratifies, affirms, reaffirms, acknowledges, confirms and agrees that the Loan Documents to which it is a party remain in full force and effect and represent legal, valid and binding obligations of Buyer, enforceable against Buyer in accordance with their terms. Buyer agrees that this Agreement does not diminish, impair, release or relinquish the liens, powers, titles, security interests and rights securing or guaranteeing payment of the Loan, including the validity or first priority of the liens and security interests encumbering the Property granted Lender by the Loan Documents.

At all times Buyer shall comply with all terms of the Loan Documents to which it is a party, including without limitation, the insurance requirements of the Loan Documents. Although the Lender may accept certain evidence of insurance for purposes of closing the Transfer and Assumption, the Lender or its servicer may at any time and from time to time request additional insurance information from Buyer to ensure or monitor Buyer's compliance with the insurance provisions of the Loan Documents and may request that Buyer provide such coverages as Lender or its servicer may require consistent with the terms of the Loan Documents. By entering into this Agreement, Lender specifically does not waive or modify any of the insurance requirements under the Loan Documents nor any of the remedies provided therein for failure to secure such required insurance coverage.

16. Intentionally Omitted.

17. Nonwaiver. The parties hereto acknowledge and agree that (a) any performance or non-performance of the Loan Documents prior to the date of this Agreement does not affect or diminish Lender's ability to require future compliance with the Loan Documents, and (b) in the future, Lender will require strict compliance with and performance of the Loan Documents. Nothing contained herein shall be construed as a waiver of any of Lender's rights or remedies with respect to any default under this Agreement or any Loan Document.

18. Bankruptcy of Buyer or Buyer Principal. Buyer covenants and agrees that in the event Buyer shall (i) file any petition with any bankruptcy court or be the subject of any petition under the United States Bankruptcy Code (11 U.S.C. §101 et seq., the “Code”), (ii) 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, (iii) have sought or consented to or acquiesced in the appointment of any trustee, receiver, conservator, or liquidator, or (iv) be the subject of any order, judgment, or decree entered by any court of competent jurisdiction approving a petition filed against such party 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, Lender shall thereupon be entitled, and Buyer irrevocably consents, to the entry of an order by a bankruptcy court granting to Lender relief from any automatic stay imposed by Section 362 of the Code, or otherwise, on or against the exercise of the rights and remedies otherwise available to Lender as provided in the Loan Documents, this Agreement or as otherwise provided by law or in equity, and Buyer irrevocably waives its right to object to, attempt to enjoin or otherwise interfere with such relief and the exercise and enforcement by Lender of its rights and remedies following entry of such order. Without limiting the generality of the immediately preceding sentence, Buyer agrees that Lender will be entitled to and it consents to immediate relief from the automatic stay imposed by the Code to allow Lender to take any and all actions necessary, desirable or appropriate to enforce any rights Lender may have under the Loan Documents, including, but not limited to, the right to possession of the Property, collection of rents, and/or the commencement or continuation of an action to foreclose Lender’s liens and security interests. Buyer further agrees that the filing of any petition for relief under the Code which postpones, prevents, delays or otherwise hinders Lender’s efforts to collect the amounts due under the Note or to liquidate any of the collateral therefor shall be deemed to have been filed in bad faith and, therefore, shall be subject to prompt dismissal or conversion to a liquidation case under the Code upon motion therefor by Lender. Further, Buyer agrees that it will not seek, apply for or cause the entry of any order enjoining, staying, or otherwise prohibiting or interfering with Lender’s obtaining an order granting relief from the automatic stay and enforcement of any rights which Lender may have under the Loan Documents, including, but not limited to, Lender’s right to possession of the Property, collection of rents and/or the commencement or continuation of an action to foreclose Lender’s liens and security interests under the Loan Documents.

Buyer Principal covenants and agrees that in the event Buyer Principal shall (i) file any petition with any bankruptcy court or be the subject of any petition under the Code, (ii) 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, (iii) have sought or consented to or acquiesced in the appointment of any trustee, receiver, conservator, or liquidator, or (iv) be the subject of any order, judgment, or decree entered by any court of competent jurisdiction approving a petition filed against such party 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, Lender shall thereupon be entitled, and Buyer Principal irrevocably consents, to the entry of an order by a bankruptcy court granting to Lender relief from any automatic stay imposed by Section 362 of the Code, or otherwise, on or against the exercise of the rights and remedies otherwise available to Lender as provided in the

Loan Documents, this Agreement or as otherwise provided by law or in equity, and Buyer Principal irrevocably waives its right to object to, attempt to enjoin or otherwise interfere with such relief and the exercise and enforcement by Lender of its rights and remedies following entry of such order. Without limiting the generality of the immediately preceding sentence, Buyer Principal agrees that Lender will be entitled to and it hereby consents to immediate relief from the automatic stay imposed by the Code to allow Lender to take any and all actions necessary, desirable or appropriate to enforce any rights Lender may have under the Loan Documents, including, but not limited to, the right to possession of the Property, collection of rents, and/or the commencement or continuation of an action to foreclose Lender's liens and security interests. Buyer Principal further agrees that the filing of any petition for relief under the Code which postpones, prevents, delays or otherwise hinders Lender's efforts to collect the amounts due under the Note or to liquidate any of the collateral therefor shall be deemed to have been filed in bad faith and, therefore, shall be subject to prompt dismissal or conversion to a liquidation case under the Code upon motion therefor by Lender. Further, Buyer Principal agrees that it will not seek, apply for or cause the entry of any order enjoining, staying, or otherwise prohibiting or interfering with Lender's obtaining an order granting relief from the automatic stay and enforcement of any rights which Lender may have under the Loan Documents, including, but not limited to, Lender's right to possession of the Property, collection of rents and/or the commencement or continuation of an action to foreclose Lender's liens and security interests under the Loan Documents.

19. Compliance with Interest Law. It is the intention of the parties hereto to conform strictly to any present or future law which has application to the interest and other charges under the Loan Documents (the "Interest Law"). Accordingly, notwithstanding anything to the contrary in the Loan Documents, the parties hereto agree that the aggregate amount of all interest or other charges taken, reserved, contracted for, charged or received under the Loan Documents or otherwise in connection with the Loan shall under no circumstances exceed the maximum amount of interest allowed by the Interest Law. If any excess interest is provided for in the Loan Documents, then any such excess shall be deemed a mistake and canceled automatically and, if theretofore paid, shall be credited against the indebtedness evidenced and secured by the Loan Documents (the "Indebtedness") (or if the Indebtedness shall have been paid in full, refunded by Lender), and the effective rate of interest under the Loan Documents shall be automatically reduce to the maximum effective contract rate of interest that Lender may from time to time legally charge under the then applicable Interest Law with respect to the Loan. To the extent permitted by the applicable Interest Law, all sums paid or agreed to be paid to Lender for the use, forbearance or detention of the Indebtedness shall be amortized, prorated, allocated and spread throughout the full term of the Loan.

20. Impound Accounts. The Seller hereby assigns to the Buyer, its successors and assigns, all of its rights, title and interest in and to the reserve accounts, impound accounts and/or escrow deposits which have been established with Lender for the payment of taxes, assessments, repairs and replacements, production of financial reports, tenant rollover, tenant improvements and insurance, and the Lender, PNC Bank, National Association, and Midland Loan Services, a Division of PNC Bank, National Association, are hereby released from any further responsibility to the Seller in connection with such accounts. Additionally, Seller hereby agrees that from and after the Closing: (i) Wells Fargo Bank, National Association, shall (and Seller hereby directs Wells Fargo Bank, National Association, to) transfer any funds deposited into the Clearing Account (as defined in the DACA) to the DACA Account (as defined in the New Clearing Account

DACA), and (ii) PNC Bank, National Association, shall (and Seller hereby directs PNC Bank, National Association, to) transfer any funds deposited into the Cash Management Account (as defined in the Loan Agreement) for Seller to the Cash Management Account for Buyer.

21. Single Purpose Entity. Until the indebtedness provided in the Note has been paid in full to Lender and Buyer, its successors and/or assigns have satisfied all covenants, conditions and agreements contained in the Loan Documents (collectively, the “Debt”), Buyer’s organizational documents will provide that Buyer’s sole business purpose shall be the acquisition, ownership and operation of the Property. Buyer shall at all times during the term of the Note conduct its business affairs in compliance with its organizational documents, and shall not amend them without Lender’s consent.

22. Anti-Money Laundering and Compliance with Anti-Terrorism Orders.

(a) Reference is made to the following defined terms used in this Section:

“Anti-Terrorism Laws” shall mean any Laws relating to terrorism, trade sanctions programs and embargoes, import/export licensing, money laundering or bribery, and any regulation, order, or directive promulgated, issued or enforced pursuant to such Laws, all as amended, supplemented or replaced from time to time.

“Covered Entity” shall mean (a) each entity constituting Buyer, each Buyer Principal and all pledgors of collateral securing the Loan, and (b) each Person that, directly or indirectly, is in control of a Person described in clause (a) above. For purposes of this definition, control of a Person shall mean the direct or indirect (x) ownership of, or power to vote, 25% or more of the issued and outstanding equity interests having ordinary voting power for the election of directors of such Person or other Persons performing similar functions for such Person, or (y) power to direct or cause the direction of the management and policies of such Person whether by ownership of equity interests, contract or otherwise.

“Governmental Body” shall mean any nation or government, any state or other political subdivision thereof or any entity, authority, agency, division or department exercising the executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to a government (including any supra-national bodies such as the European Union or the European Central Bank) and any group or body charged with setting financial accounting or regulatory capital rules or standards (including, without limitation, the Financial Accounting Standards Board, the Bank for International Settlements or the Basel Committee on Banking Supervision or any successor or similar authority to any of the foregoing).

“Law” shall mean any law(s) (including common law), constitution, statute, treaty, regulation, rule, ordinance, opinion, issued guidance, release, ruling, order, executive order, injunction, writ, decree, bond, judgment, authorization or approval, lien or award of or any settlement arrangement, by agreement, consent or otherwise, with any Governmental Body, foreign or domestic.

“Person” shall mean any individual person, group, regime, trust or entity.

“Reportable Compliance Event” shall mean that any Covered Entity becomes a Sanctioned Person, or is charged by indictment, criminal complaint or similar charging instrument, arraigned, or custodially detained in connection with any Anti-Terrorism Law or any predicate crime to any Anti-Terrorism Law, or has knowledge of facts or circumstances to the effect that it is reasonably likely that any aspect of its operations is in actual or probable violation of any Anti-Terrorism Law.

“Sanctioned Country” shall mean a country subject to a sanctions program maintained under any Anti-Terrorism Law.

“Sanctioned Person” shall mean any individual person, group, regime, entity or thing listed or otherwise recognized as a specially designated, prohibited, sanctioned or debarred person, group, regime, entity or thing, or subject to any limitations or prohibitions (including but not limited to the blocking of property or rejection of transactions), under any Anti-Terrorism Law.

(b) No Covered Entity is a Sanctioned Person. No Covered Entity, either in its own right or through any third party, (a) has any of its assets in a Sanctioned Country or in the possession, custody or control of a Sanctioned Person in violation of any Anti-Terrorism Law; (b) does business in or with, or derives any of its income from investments in or transactions with, any Sanctioned Country or Sanctioned Person in violation of any Anti-Terrorism Law; or (c) engages in any dealings or transactions prohibited by any Anti-Terrorism Law.

(c) No Covered Entity will become a Sanctioned Person. No Covered Entity, either in its own right or through any third party, will (a) have any of its assets in a Sanctioned Country or in the possession, custody or control of a Sanctioned Person in violation of any Anti-Terrorism Law; (b) do business in or with, or derive any of its income from investments in or transactions with, any Sanctioned Country or Sanctioned Person in violation of any Anti-Terrorism Law; (c) engage in any dealings or transactions prohibited by any Anti-Terrorism Law or (d) use any advances with respect to the Loan or income from the Property to fund any operations in, finance any investments or activities in, or, make any payments to, a Sanctioned Country or Sanctioned Person in violation of any Anti-Terrorism Law. The funds used to repay the Loan will not be derived from any unlawful activity. Each Covered Entity shall comply with all Anti-Terrorism Laws. The Buyer shall promptly notify Lender in writing upon the occurrence of a Reportable Compliance Event.

(d) To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each borrower that opens an account. What this means: when a borrower opens an account, Lender’s servicer will ask for the business name, business address, taxpayer identifying number and other information that will allow a bank to identify the borrower, such as organizational documents. For some businesses and organizations, the Lender’s servicer may also need to ask for identifying information and documentation relating to certain individuals associated with the business or organization.

23. CFIUS.

(a) Reference is made to the following defined terms used in this Section:

“CFIUS” shall mean (i) the Committee on Foreign Investment in the United States first established pursuant to Executive Order 11858 of May 7, 1975, and (ii) any replacement or successor thereto, including, without limitation, pursuant to FIRRMA.

“CFIUS Approval” shall mean (a) written confirmation provided by CFIUS that the Subject Transaction is not a Covered Transaction under the DPA, (b) written confirmation provided by CFIUS that it has completed its review or, if applicable, investigation of the matter in question under the DPA, and determined that there are no unresolved national security concerns with respect to the Subject Transaction or (c) CFIUS shall have sent a report to the President of the United States requesting the President’s decision under the DPA, and the President shall have announced a decision not to take any action to suspend, prohibit or place any limitations on the Subject Transaction.

“CFIUS Review” shall mean CFIUS’s review and/or investigation, including any inquiries received from, CFIUS or any governmental authority related to CFIUS’s review and/or investigation.

“Covered Transaction” shall have the meaning set forth in the DPA.

“DPA” shall mean the Defense Production Act of 1950, 50 U.S.C. § 4565, as amended by FIRRMA, H. R. 5515-538 (as the same may have been or may hereafter be amended, restated, supplemented or otherwise modified), all laws and regulations related thereto and all mandates, requirements, powers and similar requirements imposed or exercised thereunder (including, without limitation, any of the foregoing implemented by and/or otherwise relating to CFIUS), as the foregoing may be amended from time to time, any successor statute or statutes and all rules and regulations from time to time promulgated in connection with the foregoing.

“FIRRMA” shall mean the Foreign Investment Risk Review Modernization Act of 2018.

“Governmental Authority” shall mean any court, board, agency, commission, office or authority of any nature whatsoever or any governmental unit (federal, state, county, district, municipal, city, foreign or otherwise) whether now or hereafter in existence.

“Subject Transaction” shall mean the Buyer’s acquisition of the Property from the Seller.

(b) Buyer hereby represents and warrants to Lender that either (i) the Subject Transaction is not a Covered Transaction, or (ii) Buyer has obtained CFIUS Approval with respect to the Subject Transaction.

(c) During the term of the Loan, Buyer shall cause the holders of direct and/or indirect, legal and/or beneficial, interests in Buyer to: (i) within five (5) days of receipt of the same, notify

Lender, and provide Lender with a copy of, any inquiry received from CFIUS (as defined herein) or any other governmental authority related to the Subject Transaction, (ii) make any filing requested by CFIUS related to the Subject Transaction, (iii) cooperate with, and fully respond to any inquiries received from, CFIUS or any governmental authority related to a CFIUS Review with respect to the Subject Transaction, in each case within the time permitted by CFIUS or such governmental authority, as applicable, and (iv) subject to the terms and conditions of this Agreement and the other Loan Documents, take any mitigation measures requested by CFIUS and/or any Governmental Authority in connection with the CFIUS Review.

24. Further Assurances. The parties hereto agree to do any act or execute any additional documents reasonably required by Lender, from time to time, to correct errors in the documenting of the Transfer and Assumption, to effectuate the purposes of this Agreement or to better assure, convey, assign, transfer, perfect or confirm unto Lender the property and rights intended to be given it in the Loan Documents.

25. Liability. If any party hereto consists of more than one person, the obligations and liabilities of each such person hereunder shall be joint and several. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns forever.

26. Severability. If any term, covenant or condition of this Agreement is held to be invalid, illegal or unenforceable in any respect, this Agreement shall be construed without such term, covenant or condition and the validity or enforceability of the remaining terms, covenants or conditions shall not in any way be affected.

27. Applicable Law; Jurisdiction. This Agreement shall be governed and construed in accordance with Section 15.4 of the Loan Agreement.

28. No Restrictions on Performance. The execution and delivery of this Agreement and compliance with the provisions hereof, will not conflict with, or constitute a breach of or a default under any agreement or other instrument to which any party hereto is a party or by which it is bound.

29. Definitions. Unless the context clearly indicates a contrary intent or unless otherwise specifically provided herein, words used in this Agreement (including pronouns) shall include the corresponding masculine, feminine or neuter forms, and the singular form such words shall include the plural and vice versa. The words “included,” “includes” and “including” shall each be deemed to be followed by the phrase, “without limitation.” The words “herein,” “hereby,” “hereof,” and “hereunder” shall each be deemed to refer to this entire Agreement and not to any particular paragraph, article or section hereof. Notwithstanding the foregoing, if any law is amended so as to broaden the meaning of any term defined in it, such broader meaning shall apply subsequent to the effective date of such amendment. Where a defined term derives its meaning from a statutory reference, any regulatory definition is broader than the statutory reference and any reference or citation to a statute or regulation shall be deemed to include any amendments to that statute or regulation and judicial and administrative interpretations of it.

30. Securities Act of 1933. Neither Seller, Seller Principal, Buyer, Buyer Principal nor any agent acting for any of them has offered the Note or any similar obligation for sale to or solicited any offers to buy the Note or any similar obligation from any person or party other than Lender, and neither Seller, Seller Principal, Buyer, Buyer Principal nor any agent acting for any of them will take any action which would subject the sale of the Note to the provisions of Section 5 of the Securities Act of 1933, as amended.

31. Compliance with ERISA. As of the date of this Agreement, neither Seller, Seller Principal, Buyer nor Buyer Principal maintains any employee benefit plan which requires compliance with ERISA. If at any time Seller, Seller Principal, Buyer or Buyer Principal shall institute any employee benefit plans, they shall at all times comply with the requirements of ERISA.

32. Sole Discretion of Lender. Wherever pursuant to this Agreement, Lender exercises any right given to it to approve or disapprove, or any arrangement or term is to be satisfactory to Lender, Lender's decision to approve or disapprove or to decide that arrangements or terms are satisfactory or not satisfactory shall be in the sole and absolute discretion of Lender and shall be final and conclusive, except as may be otherwise expressly and specifically provided herein.

33. Headings, Etc. The headings and captions of various paragraphs of this Agreement are for convenience of reference only and are not to be construed as defining or limiting, in any way, the scope or intent of the provisions hereof.

34. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which when taken together shall constitute one and the same Agreement.

35. Integration, Survival. This Agreement and the Loan Documents embody the entire agreement by and between the parties hereto with respect to the Loan, and any and all prior correspondence, discussions or negotiations are deemed merged therein. Except as otherwise specifically provided herein, all obligations of any party contained in this Agreement or the Loan Documents shall survive the Closing and Lender hereby preserves all of its rights against all persons or entities and all collateral securing the Loan, including, without limitation, the Property.

36. No Oral Change. This Agreement, and any provisions hereof, may not be modified, amended, waived, extended, changed, discharged or terminated orally or by any act or failure to act on the part of any party hereto, but only by an agreement in writing signed by the party against whom enforcement of any modification, amendment, waiver, extension, change, discharge or termination is sought.

37. Notices. Except as otherwise specified herein, any notice, consent, request or other communication required or permitted hereunder shall be in writing and shall be deemed properly given if delivered in accordance with the notice requirements contained in the Loan Documents using the address for a party hereto set forth at the top of the first page of this Agreement.

38. Form of Agreement. The parties hereto acknowledge that the Lender's servicers authorize numerous agreements of this type on a regular basis for various lenders and that the specific provisions contained in any of such agreements will vary depending on numerous

transaction-specific factors, including, without limitation, the parties, the loan documents, the servicers and servicing agreements, and the property and market conditions involved in the transaction. Accordingly, the parties hereto further acknowledge that the specific provisions contained in this Agreement will not necessarily be acceptable to the Lender, or the Lender's servicers (whether acting on behalf of Lender or any other lender), in connection with any other transaction.

39. WAIVER OF JURY TRIAL. THE PARTIES HERETO KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT THEY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED ON THE LOAN OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR THE LOAN DOCUMENTS, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENT (WHETHER VERBAL OR WRITTEN) OR ACTION OF ANY PARTY HERETO. THIS PROVISION IS A MATERIAL INDUCEMENT FOR LENDER'S CONSENT TO THE TRANSFER AND ASSUMPTION.

[Signatures appear on following pages.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the day, month and year first above written.

BUYER:

SLC 150 W 500 S, LLC,
a Delaware limited liability company

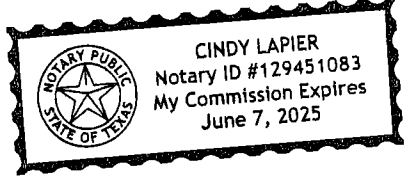
By: [Signature]
Name: O. J. Saml Allen
Title: EVP

STATE OF TEXAS)
) ss.
COUNTY OF TRAVIS)

This instrument was acknowledged before me on December 13, 2021, by O. J. Saml Allen, as EVP, of SLC 150 W 500 S, LLC, a Delaware limited liability company.

(SEAL)

[Signature]
Notary Public



IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the day, month and year first above written.

BUYER PRINCIPAL:

ENDEAVOR OPPORTUNITY PARTNERS II, LP,
a Texas limited partnership

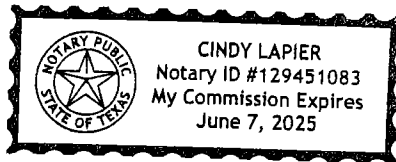
By: EOP II GP, LLC,
a Texas limited liability company,
its sole General Partner

By: [Signature]
Name: O. Sami Al
Title: EVP

STATE OF TEXAS)
) ss.
COUNTY OF TRAVIS)

This instrument was acknowledged before me on December 13, 2021, by O. Sami Al, as EVP, of EOP II GP, LLC, a Texas limited liability company, the sole General Partner of Endeavor Opportunity Partners II, LP, a Texas limited partnership, on behalf of said limited partnership.

(SEAL)



[Signature]
Notary Public

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the day, month and year first above written.

BUYER PRINCIPAL:

ENDEAVOR OPPORTUNITY PARTNERS II-A, LP,
a Texas limited partnership

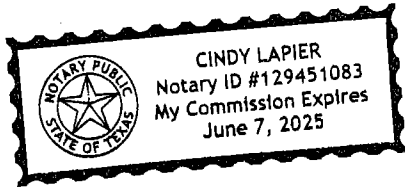
By: EOP II GP, LLC,
a Texas limited liability company,
its sole General Partner

By: [Signature]
Name: O. Sami Al
Title: EVP

STATE OF TEXAS)
) ss.
COUNTY OF TRAVIS)

This instrument was acknowledged before me on December 13, 2021, by O. Sami Al, as EVP, of EOP II GP, LLC, a Texas limited liability company, the sole General Partner of Endeavor Opportunity Partners II-A, LP, a Texas limited partnership, on behalf of said limited partnership.

(SEAL)



[Signature]
Notary Public

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the day, month and year first above written.

BUYER PRINCIPAL:

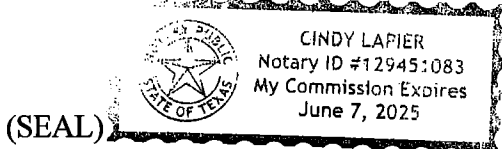
ENDEAVOR OPPORTUNITY PARTNERS II-ERG, LP,
a Texas limited partnership

By: EOP II GP, LLC,
a Texas limited liability company,
its sole General Partner

By: [Signature]
Name: O. Jamil Alwan
Title: ENP

STATE OF TEXAS)
) ss.
COUNTY OF TRAVIS)

This instrument was acknowledged before me on December 13, 2021, by O. Jamil Alwan, as ENP, of EOP II GP, LLC, a Texas limited liability company, the sole General Partner of Endeavor Opportunity Partners II-ERG, LP, a Texas limited partnership, on behalf of said limited partnership.



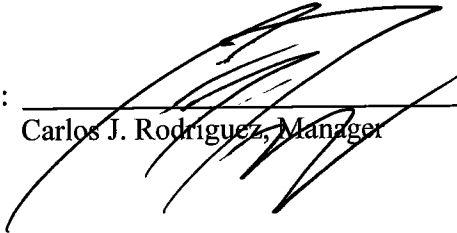
[Signature]
Notary Public

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the day, month and year first above written.

SELLER:

DHM SALT LAKE CITY HOTEL LESSEE, LP,
a Delaware limited partnership

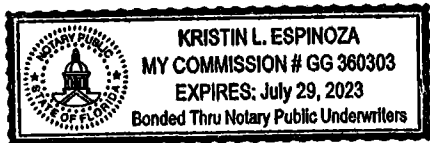
By: DHM Salt Lake City Hotel Lessee GP, LLC,
a Delaware limited liability company,
its sole general partner

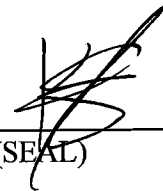
By: 

Carlos J. Rodriguez, Manager

STATE OF FLORIDA)
) ss.
COUNTY OF DADE)

This instrument was acknowledged before me on December 13th, 2021, by Carlos J. Rodriguez, the Manager of DHM Salt Lake City Hotel Lessee GP, LLC, a Delaware limited liability company, the sole general partner of DHM Salt Lake City Hotel Lessee, LP, a Delaware limited partnership, on behalf of said limited liability company.





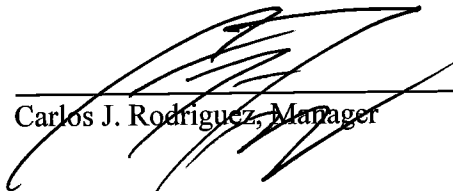
Notary Public (SEAL)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the day, month and year first above written.

SELLER PRINCIPAL:

DRIFTWOOD ACQUISITION & DEVELOPMENT L.P.,
a Delaware limited partnership

By: Red Dune Capital, LLC,
a Delaware limited liability company,
its sole general partner


By: 

Carlos J. Rodriguez, Manager

STATE OF FLORIDA)
) ss.
COUNTY OF DADE)

This instrument was acknowledged before me on December 17th, 2021, by Carlos J. Rodriguez, a Manager of Red Dune Capital, LLC, a Delaware limited liability company, the sole general partner of Driftwood Acquisition & Development L.P., a Delaware limited partnership, on behalf of said limited liability company.





Notary Public (SEAL)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the day, month and year first above written.

LENDER:

**WELLS FARGO BANK, NATIONAL ASSOCIATION,
AS TRUSTEE FOR THE BENEFIT OF THE
REGISTERED HOLDERS OF JPMCC
COMMERCIAL MORTGAGE SECURITIES TRUST
2016-JP3, COMMERCIAL MORTGAGE PASS-
THROUGH CERTIFICATES, SERIES 2016-JP3**

By: Midland Loan Services, a Division of
PNC Bank, National Association,
Its Attorney-in-Fact

By: *David Bornheimer*
David Bornheimer
Senior Vice President
Servicing Officer

STATE OF KANSAS)
) ss.
COUNTY OF JOHNSON)

This instrument was acknowledged before me on December 16, 2021, by David Bornheimer, as SVP of Midland Loan Services, a Division of PNC Bank, National Association, the Master Servicer and Attorney-in-Fact for Wells Fargo Bank, National Association, as Trustee for the benefit of the registered Holders of JPMCC Commercial Mortgage Securities Trust 2016-JP3, Commercial Mortgage Pass-Through Certificates, Series 2016-JP3.

Katrina Garrard
Print Name: **Katrina Garrard**
Notary Public in and for said
County and State

My Appointment Expires:
06/21/23

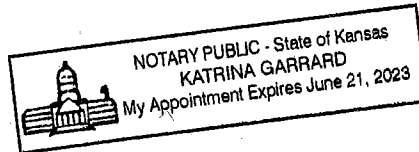


EXHIBIT A
Legal Description

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

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

COMMENCING AT THE NORTHEAST CORNER OF LOT 5, BLOCK 41, PLAT "A", SALT LAKE CITY SURVEY AND RUNNING THENCE WEST 123 ¾ FEET, THENCE SOUTH 10 RODS, THENCE EAST 123 ¾ FEET, THENCE NORTH 10 RODS TO THE PLACE OF BEGINNING.

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

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

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

COMMENCING 5 RODS EAST OF THE NORTHWEST CORNER OF LOT 6, BLOCK 41, PLAT "A", SALT LAKE CITY SURVEY, AND RUNNING THENCE EAST 2 ½ RODS, THENCE SOUTH 10 RODS, THENCE WEST 2 ½ RODS, THENCE NORTH 10 RODS TO THE PLACE OF BEGINNING.

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

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

PARCEL 4-A:

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

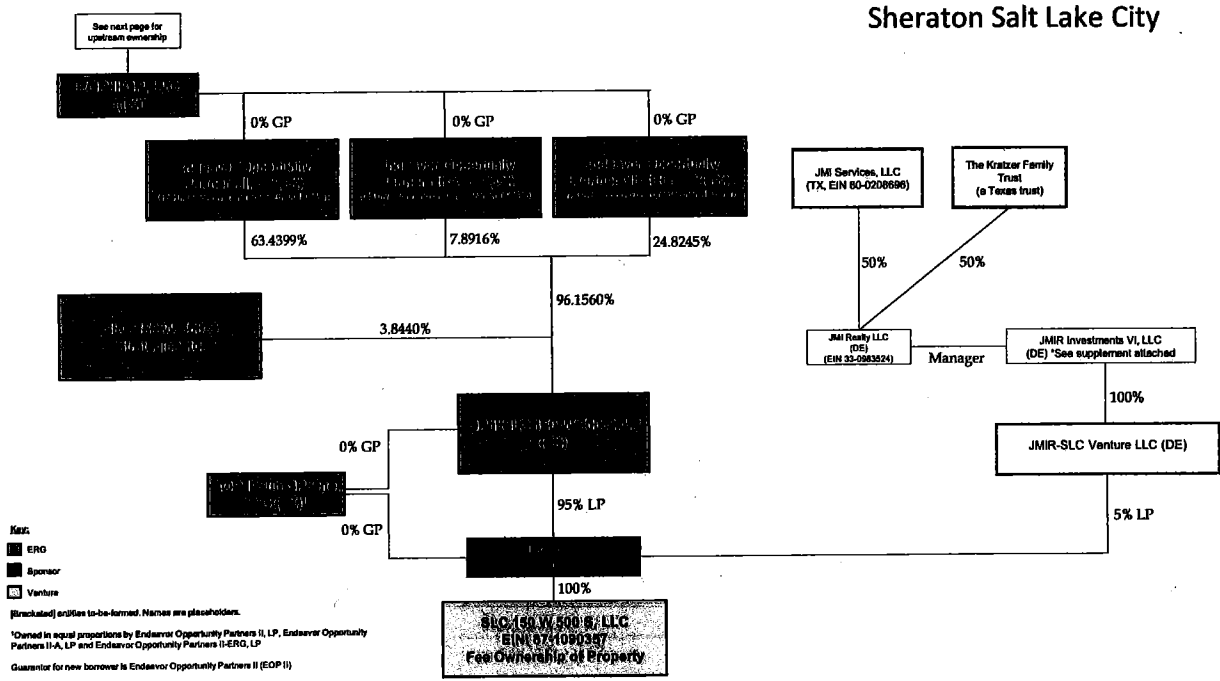
AS SURVEYED LEGAL DESCRIPTION: (FOR PARCELS 1, 2, 3, AND 4)

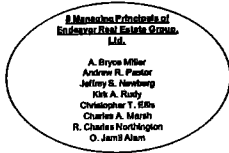
BEGINNING AT A POINT ON THE WESTERLY RIGHT-OF-WAY OF WEST TEMPLE STREET, POINT BEING SOUTH 99.00 FEET FROM THE NORTHEAST CORNER OF LOT 6, BLOCK 41, PLAT "A", SALT LAKE CITY SURVEY AND RUNNING THENCE SOUTH 0°01'10" EAST 445.50 FEET ALONG SAID RIGHT-OF-WAY TO A POINT NORTH 0°01'10" WEST 115.50 FEET FROM THE SOUTHEAST CORNER OF LOT 1, BLOCK 41, PLAT "A", SALT LAKE CITY SURVEY, POINT ALSO BEING THE NORTHEAST CORNER OF A PARCEL MORE PARTICULARLY DESCRIBED IN ENTRY NO. 9292403 IN BOOK 9091 AT PAGE 4685, RECORDED AND ON FILE AT SALT LAKE COUNTY RECORDERS OFFICE, STATE OF UTAH; THENCE ALONG SAID PARCEL THE FOLLOWING TWO (2) COURSES, SOUTH 89°57'40" WEST 165.00 FEET, TO A FOUND REBAR & CAP STAMPED "B&G 127636"; THENCE SOUTH 0°01'10" EAST 115.50 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF 500 SOUTH STREET; THENCE SOUTH 89°57'40" WEST 495.00 FEET ALONG SAID RIGHT-OF-WAY TO A POINT ON THE EASTERLY RIGHT-OF-WAY OF 200 WEST STREET; THENCE NORTH 0°01'10" WEST 495.00 FEET TO THE SOUTHWEST CORNER OF A PARCEL IDENTIFIED BY SALT LAKE COUNTY PARCEL NO. 15-01-429-001; THENCE NORTH 89°57'54" EAST 206.25 FEET ALONG SAID PARCEL, ALSO ALONG A PARCEL IDENTIFIED BY SALT LAKE COUNTY PARCEL NO. 15-01-429-002, TO THE SOUTHEAST CORNER OF SAID PARCEL; THENCE NORTH 0°01'10" WEST 165.00 FEET ALONG THE EASTERLY LINE OF SAID PARCEL TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY OF 400 SOUTH STREET; THENCE NORTH 89°57'54" EAST 247.50 FEET TO A POINT ON A PARCEL MORE PARTICULARLY DESCRIBED IN ENTRY NO. 9857562 IN BOOK 9356 AT PAGE 6884, RECORDED AND ON FILE AT SALT LAKE COUNTY RECORDERS OFFICE, STATE OF UTAH; THENCE ALONG SAID PARCEL THE FOLLOWING THREE (3) COURSES, SOUTH 0°01'10" EAST 165.10 FEET ALONG THE WESTERLY LINE OF SAID PARCEL; THENCE NORTH 89°57'54" EAST 107.25 FEET ALONG THE SOUTHERLY LINE OF SAID PARCEL; THENCE NORTH 0°01'10" WEST 66.00 FEET ALONG THE EASTERLY LINE OF SAID PARCEL TO THE SOUTHWEST CORNER OF A PARCEL MORE PARTICULARLY DESCRIBED IN ENTRY NO. 6104557 IN BOOK 7172 AT PAGE 167, RECORDED AND ON FILE AT SALT LAKE COUNTY RECORDERS OFFICE, STATE OF UTAH; THENCE NORTH 89°57'54" EAST 99.00 FEET ALONG THE SOUTHERLY LINE OF SAID PARCEL TO THE POINT OF BEGINNING.

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

REPLACEMENT EXHIBIT A

Organizational Chart





Sole Member



Sole Member

