

14010956 B: 11370 P: 530 Total Pages: 14
09/02/2022 03:55 PM By: ctafoya Fees: \$40.00
Rashelle Hobbs, Recorder, Salt Lake County, Utah
Return To: COTTONWOOD TITLE INSURANCE AGENCY, INC.
1996 EAST 6400 SOUTH SUITE 120 SALT LAKE CITY, UT 84121

CMTG LENDER 100 LLC,
a Delaware limited liability company

Assignor,

to

BANK OZK

Assignee

COLLATERAL ASSIGNMENT OF DEED OF TRUST, ASSIGNMENT OF LEASES AND
RENTS, PLEDGE, NOTES, LIENS AND LOAN DOCUMENTS

CT-142919-CAB

TIN 16-06-151-030

Dated:	As of September 2, 2022
Location:	89 East 200 South Salt Lake City, Utah
Tax Parcel:	16-06-151-030

Prepared by, and after
recording please return to:

King & Spalding LLP
1185 Avenue of the Americas
New York, New York 10036
Attention: Erik F. Andersen, Esq.

**COLLATERAL ASSIGNMENT OF DEED OF TRUST, ASSIGNMENT OF LEASES
AND RENTS, PLEDGE, NOTES, LIENS AND LOAN DOCUMENTS**

This COLLATERAL ASSIGNMENT OF DEED OF TRUST, ASSIGNMENT OF LEASES AND RENTS, PLEDGE, NOTES, LIENS AND LOAN DOCUMENTS (this "Assignment") is entered into as of September 2, 2022 by and between **CMTG LENDER 100 LLC**, a Delaware limited liability company ("Assignor"), whose address is c/o Mack Real Estate Credit Strategies, L.P., 60 Columbus Circle, New York, New York 10023, for the benefit of **BANK OZK** ("Assignee"), whose address is 8300 Douglas Avenue, Suite 900, Dallas, Texas 75225.

W I T N E S S E T H :

WHEREAS, Assignor is the current owner and holder of that certain Senior Loan Promissory Note, dated the date hereof, in the maximum principal amount of One Hundred Twenty-Three Million Three Hundred Seventy-Nine Thousand Nine Hundred One and No/100 Dollars (\$123,379,901.00) made by 200 SOUTH OWNER LLC, a Delaware limited liability company ("Fee Owner"), payable to Assignor (together with any and all renewals, modifications, reinstatements, enlargements or extensions thereof, the "Underlying Mortgage Note");

WHEREAS, Assignor is the current owner and holder of that certain Mezzanine Loan Promissory Note, dated the date hereof, in the maximum principal amount of Fifty-Two Million Eight Hundred Seventy-Seven Thousand One Hundred and No/100 Dollars (\$52,877,100.00) made by 200 SOUTH MEZZ BORROWER LLC, a Delaware limited liability company ("Mezzanine Borrower"), payable to Assignor (together with any and all renewals, modifications, reinstatements, enlargements or extensions thereof, the "Underlying Mezzanine Note"; and together with the Underlying Mortgage Note, collectively, the "Underlying Note");

WHEREAS, the loan (as such loan has been amended, modified, extended, renewed, consolidated, reduced, spread or recast from time to time, the "Underlying Mortgage Loan") evidenced by the Underlying Mortgage Note is governed and further evidenced by that certain Senior Loan Agreement, dated as of the date hereof (as the same from time to time may be amended, restated, supplemented or otherwise modified, the "Underlying Mortgage Loan Agreement"), between Fee Owner, as borrower, and Assignor, as lender;

WHEREAS, the loan (as such loan has been amended, modified, extended, renewed, consolidated, reduced, spread or recast from time to time, the "Underlying Mezzanine Loan"; together with the Underlying Mortgage Loan, collectively, the "Underlying Loan") evidenced by the Underlying Mezzanine Note is governed and further evidenced by that certain Mezzanine Loan Agreement, dated as of the date hereof (as the same from time to time may be amended, restated, supplemented or otherwise modified, the "Underlying Mezzanine Loan Agreement"; and together with the Underlying Mortgage Loan Agreement, collectively, the "Underlying Loan Agreement"), between Mezzanine Borrower, as borrower, and Assignor, as lender;

WHEREAS, the Underlying Mortgage Note is secured by, inter alia, that certain Deed of Trust, Security Agreement, Assignment Leases and Fixture Filing, dated as of the date hereof,

made by Fee Owner, as grantor, in favor of Cottonwood Title Insurance Agency, Inc., a Utah corporation, as trustee for the benefit of Assignor, as beneficiary (as the same from time to time may be amended, restated, supplemented or otherwise modified, the "Underlying Deed of Trust"), to be recorded in Salt Lake County, Utah, covering inter alia, the real property described on Exhibit A attached hereto and incorporated herein by reference (the "Land") and all other improvements now or hereafter situated on the Land (the "Improvements") (the Land and the Improvements being herein referred to as the "Property");

WHEREAS, the Underlying Mortgage Note is also secured by, inter alia, that certain Assignment of Leases and Rents, dated as of the date hereof, made by Fee Owner, as assignor, in favor of Assignor, as assignee (as the same from time to time may be amended, restated, supplemented or otherwise modified, the "Underlying ALR"), to be recorded in Salt Lake County, Utah, assigning to Assignor all rents, leases, income, revenues, issues, profits and proceeds which may arise from the operation or ownership of the Property;

WHEREAS, the Underlying Mezzanine Note is secured by, inter alia, that certain Pledge and Security Agreement, dated as of the date hereof, made by Mezzanine Borrower, as pledgor, in favor of Assignor, as pledgee, with respect to the limited liability company interests in Fee Owner (as the same from time to time may be amended, restated, supplemented or otherwise modified, the "Underlying Pledge");

WHEREAS, the Fee Owner and Mezzanine Borrower caused LF-VC LLC, a Delaware limited liability company ("Underlying Guarantor"), to execute and deliver to Assignor that certain (i) Senior Loan Guaranty of Recourse Obligations, (ii) Senior Loan Carry Guaranty, (iii) Senior Loan Completion Guaranty, (iv) Mezzanine Loan Guaranty of Recourse Obligations, (v) Mezzanine Loan Carry Guaranty, and (vi) Mezzanine Loan Completion Guaranty, each dated as of the date hereof, (as each of the same from time to time may be amended, restated, supplemented or otherwise modified, collectively, the "Underlying Guaranty"), guaranteeing the payment of certain obligations of Fee Owner and Mezzanine Borrower as more particularly described in the Underlying Guaranty;

WHEREAS, the Fee Owner and the Underlying Guarantor executed and delivered to Assignor that certain Senior Loan Environmental Indemnity Agreement, dated as of the date hereof, and Mezzanine Borrower and Underlying Guarantor executed and delivered to Assignor that certain Mezzanine Loan Environmental Indemnity Agreement, dated as of the date hereof (as each of the same from time to time may be amended, restated, supplemented or otherwise modified, collectively, the "Underlying Environmental Indemnity"), guaranteeing the payment and performance of certain obligations with respect to environmental issues relating to the Property as more particularly described in the Underlying Environmental Indemnity;

WHEREAS, for purposes of this Assignment, the Underlying Note, the Underlying Loan Agreement, the Underlying Deed of Trust, the Underlying ALR, the Underlying Pledge, the Underlying Guaranty and the Underlying Environmental Indemnity, together with all other documents and instruments evidencing, securing or pertaining to the Underlying Loan, including but not limited to those documents listed on Exhibit B attached hereto and incorporated herein by reference, as the same from time to time may be amended, restated, supplemented or otherwise modified, are collectively referred to herein as the "Underlying Loan Documents";

WHEREAS, pursuant to the terms of that certain Loan Agreement, dated as of the date hereof (as the same from time to time may be amended, restated, supplemented or otherwise modified, the "Loan Agreement"), between Assignor, as borrower, and Assignee, as lender, Assignor has obtained a loan in the amount of up to ONE HUNDRED TWENTY-THREE MILLION THREE HUNDRED SEVENTY-NINE THOUSAND NINE HUNDRED ONE AND NO/100 DOLLARS (\$123,379,901.00) (the "Loan") from Assignee which is evidenced by that certain Promissory Note, dated as of the date hereof (together with any and all renewals, modifications, reinstatements, enlargements or extensions thereof, the "Note"), made by Assignor payable to the order of Assignee in the original principal amount of the Loan (for purposes of this Assignment, any and all of the documents evidencing, securing or pertaining to the Note and Loan Agreement, as the same from time to time may be amended, restated, supplemented or otherwise modified, being collectively referred to herein as the "Loan Documents"); and

WHEREAS, Assignor has agreed to collaterally assign to Assignee all of Assignor's right, title and interest in and to the Underlying Loan Documents as security for the payment of the Loan.

NOW, THEREFORE, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, and for the mutual and dependent covenants herein contained, Assignor does hereby agree, represent, warrant and certify as follows:

1. Assignment. To secure Assignor's obligations under the Loan Documents, Assignor has COLLATERALLY ASSIGNED and does by these presents COLLATERALLY ASSIGN unto Assignee the Underlying Loan Documents, together with all rights, titles, liens, assignments and interests (including security interests) pertaining to or arising from or under the Underlying Loan Documents, including, but not limited to, the liens and security interests created in and evidenced by the Underlying Deed of Trust, the Underlying ALR, and the Underlying Pledge securing the payment of the Underlying Note, and together with all other documents, instruments and certificates or other writings executed or delivered to Assignor in connection with or pertaining to the transactions and indebtedness governed, secured or covered by the Underlying Loan Documents, together with all rights, titles, liens, assignments and interests (including security interests) pertaining thereto or arising therefrom or thereunder.

2. Underlying Loan Documents. Assignor hereby represents and warrants to Assignee that Assignor is the current owner of the Underlying Loan Documents and Assignor has not sold, transferred, pledged or assigned any of its interest in the Underlying Loan Documents, nor any of the liens which secure the Underlying Note. Except as otherwise provided hereinabove, as of the date hereof, the Underlying Loan Documents have not been modified, amended, supplemented, released or terminated in any manner.

3. Priority of Underlying Loan Documents. (i) The Underlying Deed of Trust creates a valid first lien on the Property (subject only to Permitted Liens (as defined in the Loan Agreement)), (ii) the Underlying ALR creates a valid second lien on the collateral more particularly described in the Underlying ALR (subject only to the valid first lien thereon created pursuant to the Underlying Deed of Trust and Permitted Liens), and (iii) the Underlying Pledge

creates a valid first lien on the collateral more particularly described in the Underlying Pledge (subject only to Permitted Liens).

4. Status of Underlying Loan Documents. The Underlying Loan Agreement, the Underlying Note, the Underlying Deed of Trust, the Underlying ALR, the Underlying Pledge and the other Underlying Loan Documents are in full force and effect as of the date hereof, and to Assignors' knowledge after appropriate inquiry, as of the date hereof, no Default or Event of Default (as each such term is defined in the Underlying Loan Agreement) has occurred and is continuing under the Underlying Loan Agreement.

5. Delivery of Documents. Concurrently herewith, Assignor agrees to endorse the Underlying Note, by executing allonges in blank, stating as follows: "For value received, pay to the order of _____, without recourse, warranty and representation, except as otherwise specifically provided in that certain Collateral Assignment of Deed of Trust, Assignment of Leases and Rents, Pledge, Notes, Liens and Loan Documents, dated as of September 2, 2022, made by Assignor for the benefit of Bank OZK." and deliver such allonges to Assignee in escrow. On the date hereof, Assignor further acknowledges that (i) the original of each of the Underlying Loan Documents (other than those that have been delivered to the Title Company (as defined in the Loan Agreement) for recordation, the recorded originals of which Assignor shall deliver to Assignee promptly upon receipt from the Title Company) shall be delivered in escrow to Assignee and (ii) Assignor has delivered in escrow to Assignee (x) assignments, in blank, of the Underlying Deed of Trust and the Underlying ALR (collectively, the "Recordable Assignments"), and (y) an omnibus assignment, in blank, of the Underlying Loan Documents (the "Omnibus Assignment"). By its acceptance hereof, Assignee agrees that it shall hold the allonges referenced above, the Recordable Assignments, and the Omnibus Assignment in escrow unless and until an Event of Default shall have occurred and be continuing, upon which Assignee shall have the right, but not the obligation, in its sole and absolute discretion to release the allonges referenced above, the Recordable Assignments, and the Omnibus Assignment from escrow and (i) affix such allonges to the Underlying Note and (ii) record the Recordable Assignments.

6. Intentionally Omitted.

7. Casualty/Condemnation Proceeds. Assignor hereby warrants and represents to Assignee that as of the date hereof: (i) to Assignor's knowledge, no portion of the Property has suffered any casualty damage which has not been fully repaired or restored prior to the date hereof; (ii) there are no outstanding insurance proceeds due to Assignor as reimbursements for any repairs or restoration made to the Property; and (iii) to Assignor's knowledge, no portion of the Property has been taken or condemned by any governmental authority, nor is Assignor aware of any fact which might lead to or allow any governmental authority to take or condemn any portion of the Property in the future.

8. Security Interest. Assignor hereby grants to Assignee a first priority security interest ("Security Interest") in and to the Underlying Note and the other Underlying Loan Documents, together with all rights, titles, liens, assignments and interests (including security interests) arising therefrom or thereunder or pertaining thereto, including Assignor's security interest in the Accounts (as defined in the Loan Agreement), together with all proceeds, increases, substitutions, products, offspring, accessions and attachments thereof (all of the

foregoing being sometimes hereinafter referred to as the "Collateral"). Assignor will promptly deliver to Assignee all additional property which may now or hereafter constitute a part of the Collateral upon receipt by Assignor of such Collateral, with proper instruments of transfer and assignment, if necessary, to perfect the Security Interest hereby granted or if otherwise required pursuant to this Assignment.

9. Assignor's Warranties, Covenants and Further Agreements.

(a) Title. Except for the Security Interest, Assignor has full and complete title to the Collateral free from any lien, pledge, assignment, security interest, encumbrance or claim and Assignor will, during the term of this Assignment, at Assignor's cost, keep the Collateral free from other liens, pledges, assignments, security interests, encumbrances or claims, and defend any action, claim or demand which may affect the Security Interest or Assignor's title or interest in and to the Collateral.

(b) Perfection. At Assignee's request, Assignor will join in executing all financing statements and other instruments deemed necessary by Assignee to perfect the Security Interest and will pay all costs thereof.

(c) Intentionally Omitted.

(d) Delivery of Money to Assignee. Except as otherwise provided herein and as otherwise provided in the Loan Documents, upon the occurrence and during the continuance of any Event of Default or liquidation of the Collateral, Assignor will, upon receipt of any cash remittance in payment of or for the Collateral, promptly deposit all of same properly endorsed into a special bank account designated in writing by Assignee over which Assignee alone has power of withdrawal. The funds in said bank account shall be held by Assignee as security for the Loan. Assignee may, upon the occurrence and during the continuance of an Event of Default, apply all or part of said collected funds against the Loan.

10. Rights of Assignee. Assignor hereby appoints Assignee as Assignor's attorney-in-fact, which appointment is coupled with an interest and is thereby irrevocable, to do any act which Assignor is obligated by this Assignment to do upon the occurrence and during the continuance an Event of Default, to exercise upon the occurrence and during the continuance of an Event of Default hereunder all rights of Assignor in the Collateral, and to do upon the occurrence and during the continuance of an Event of Default all things deemed necessary by Assignee to perfect the Security Interest and preserve, collect, enforce and protect the Collateral, all at Assignor's cost and without any obligation on Assignee so to act, including, but not limited to, transferring title into the name of Assignee, or its nominee, or receipting for, settling, or otherwise realizing upon the Collateral. Assignee may, in its discretion, upon the occurrence and during the continuance of an Event of Default, endorse as Assignor's agent, any instruments or documents constituting or evidencing the Collateral, contact Fee Owner and/or Mezzanine Borrower directly to verify, receive or collect the Collateral, take control of the Collateral and use cash Collateral to reduce any part of the Loan. Assignee shall not be liable for any act or omission on the part of Assignee, its officers, agents or employees in connection with the exercise of Assignee's rights hereunder during the continuance of an Event of Default, except for gross negligence or willful misconduct on the part of Assignee or such parties as determined by a

final non-appealable order of a court of competent jurisdiction, nor shall Assignee be responsible for depreciation in value of the Collateral or for preservation of rights against third parties. Except as may otherwise be set forth in this Section 10, the foregoing rights and powers of Assignee may be exercised only after the occurrence and during the continuance of an Event of Default and shall be in addition to, and not a limitation upon, any rights and powers of Assignee given herein or by law, custom or otherwise.

11. License. Notwithstanding anything to the contrary contained herein and notwithstanding that this Assignment provides for a present, absolute and executed grant of the powers herein granted to Assignee, Assignor is hereby permitted, and is hereby granted a license by Assignee, to take those actions under the Underlying Loan Documents that are specifically not prohibited under the Loan Agreement unless and until an Event of Default shall have occurred and be continuing and Assignee shall have provided written notice to Assignor of termination of such license. In the event an Event of Default shall have occurred and be continuing, the aforementioned license granted to Assignor shall automatically terminate upon written notice by Assignee to Assignor of termination of such license, and Assignee may thereafter exercise the rights granted hereunder.

12. Events of Default. An “Event of Default” under this Assignment shall be deemed to have occurred upon the happening of any “Event of Default” under the Loan Agreement.

13. Remedies of Assignee upon Event of Default. Upon the occurrence and during the continuance of an Event of Default, Assignee may declare all or a part of the Loan immediately due and payable and may proceed to enforce payment of same and to exercise any and all of the rights and remedies provided by the Uniform Commercial Code of the State of New York (the “Code”), as well as all other rights and remedies possessed by Assignee under this Assignment or otherwise at law or in equity including, without limitation, (x) affixing the allonge to the Underlying Note and (y) recording the Recordable Assignments. For purposes of the notice requirements of the Code, Assignee and Assignor agree that written notice given at least ten (10) calendar days prior to the related action hereunder is reasonable. Upon the occurrence and during the continuance of an Event of Default, Assignee shall be entitled to immediate possession of the Collateral and all books and records evidencing same and shall have authority to enter upon any premises, upon which said items may be situated, and remove same therefrom. Reasonable out-of-pocket expenses of holding, preparing for sale, selling, or the like, shall include, without limitation, Assignee’s reasonable attorneys’ fees to the extent allowed by the Code. All rights and remedies of Assignee hereunder are cumulative and may be exercised singly or concurrently. The exercise of any right or remedy will not be a waiver of any other.

14. Intentionally Omitted.

15. Institution of Foreclosure Proceedings. The provisions of Section 10.6 of the Loan Agreement are hereby incorporated herein by reference.

16. General.

(a) Waiver by Assignee. No waiver by Assignee of any right hereunder or of any default by Assignor shall be binding upon Assignee unless in writing executed by Assignee. Failure or delay by Assignee to exercise any right hereunder or waiver of any

default of Assignor shall not operate as a waiver of any other right, of further exercise of such right, or of any further default.

(b) **CHOICE OF LAW.** THE AGREEMENTS EVIDENCED BY THIS ASSIGNMENT AND ANY MATTERS WITH RESPECT TO THE CREATION, PERFECTION, VALIDITY AND ENFORCEMENT OF ANY LIEN OR SECURITY INTEREST WITH RESPECT TO THE COLLATERAL WILL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

(c) Notices. Any notice, report, demand, request or other instrument authorized or required to be given or furnished under this Assignment or as required by law ("Notices") shall be in writing and shall be given in accordance with the terms of the Loan Agreement.

(d) Modification. This Assignment shall not be amended in any way except by a written agreement signed by Assignor and Assignee.

(e) Severability. The unenforceability of any provision of this Assignment shall not affect the enforceability or validity of any other provision hereof.

(f) Waiver of Assignor. Assignor hereby waives presentment, demand, notice of dishonor, protest, and notice of protest, and all other Notices with respect to collection, or acceleration of maturity, of the Collateral and Loan, except as otherwise expressly provided herein or in the other Loan Documents.

(g) Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of Assignor and Assignee hereto and their respective heirs, executors, administrators, legal representatives, successors, receivers, trustees and assigns where permitted by this Assignment. Subject to Section 9.3 of the Loan Agreement, notwithstanding the foregoing, Assignee may, from time to time, in its sole and absolute discretion and without the consent of Assignor, sell, assign, participate, convey or otherwise transfer all or any part of the Loan or any interest therein in accordance with the Loan Agreement, which sale, assignment, participation, conveyance or transfer shall be subject to the terms and provisions of this Assignment.

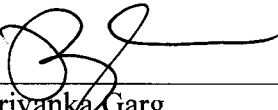
17. Termination. Upon the full and complete payment to Assignee of the Indebtedness under the Note, the Loan Agreement, and the other Loan Documents, by its acceptance hereof, Assignee agrees that it shall promptly return all originals of the Underlying Loan Documents, the allonge to the Underlying Note, the Recordable Assignments, and the Omnibus Assignment and shall execute and record all such documents as shall be necessary to terminate and release this Assignment.

[The balance of this page was intentionally left blank. Signature page follows.]

EXECUTED as of the date first above written.

ASSIGNOR:

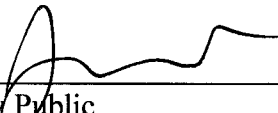
CMTG LENDER 100 LLC,
a Delaware limited liability company

By: 
Name: Priyanka Garg
Title: Authorized Representative

ACKNOWLEDGMENT

STATE OF New York)
COUNTY OF New York)^{ss.}

On the 25th day of August in the year 2022, before me, the undersigned, personally appeared Priyanka Garg, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies) and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.



Notary Public
My commission expires:

JENNIFER R PINE
NOTARY PUBLIC-STATE OF NEW YORK
No. 01PI6253871
Qualified in New York County
My Commission Expires 01-09-2024

**EXHIBIT A
PROPERTY DESCRIPTION**

Beginning at the Southeast corner of Lot 1, Block 70, Plat "A", Salt Lake City Survey, said point also being North 89°46'26" West 66.35 feet and North 0°34'49" East 62.40 feet from a Salt Lake City Brass Cap Monument at the intersection of State Street and 200 South Street, and running thence North 89°37'22" West 164.62 feet along the North right of way line of 200 South Street; thence North 0°08'45" East 181.18 feet; thence South 89°30'25" East 165.16 feet to a point on the West right of way line of State Street; thence South 0°18'52" West 180.85 feet along said West right of way line to the point of beginning.

Also being described by survey as follows:

A part of Lot 1, Block 70, Plat 'A', Salt Lake City Survey, Salt Lake City, Salt Lake County, Utah, also being a part of Section 6, Township 1 South, Range 1 East, Salt Lake Base and Meridian U.S. Survey:

Beginning at the Southeast corner of said Lot 1, said point being at the intersection of the Northerly Right-of-Way Line of 200 South Street and the Westerly Right-of-Way line of State Street; and running thence North 89°51'38" West 164.99 feet along said Northerly Right-of-Way Line to the Southwest corner of said Lot 1; thence North 0°03'20" East 181.13 feet along the Westerly line of said Lot 1; thence South 89°45'57" East 165.03 feet to the said Westerly line of State Street; thence South 0°04'01" West 180.85 feet to the Southeast corner of said Lot 1 and the point of beginning.

For Informational Purposes Only:

Street Address: 89 East 200 South, Salt Lake City, UT 84111

Parcel Identification No.: 16-06-151-030

Tax Id No.: 16-06-151-030

EXHIBIT B

Description of Underlying Loan Documents

Mortgage Loan Documents

All documents dated as of September 1, 2022 unless otherwise indicated.

1. Senior Loan Agreement between 200 SOUTH OWNER LLC, a Delaware limited liability company (the "Fee Owner"), and Assignor.
2. Senior Loan Promissory Note made by Fee Owner payable to Assignor in the maximum principal amount of \$123,379,901.00.
3. Deed of Trust, Security Agreement, Assignment of Leases and Fixture Filing made by Fee Owner in favor of Cottonwood Title Insurance Agency, Inc., a Utah corporation, as trustee for the benefit of Assignor, to be recorded in Salt Lake County, Utah.
4. Assignment of Leases and Rents made by Fee Owner in favor of Assignor, to be recorded in Salt Lake County, Utah.
5. Senior Loan Environmental Indemnity Agreement made by Fee Owner and LF-VC LLC, a Delaware limited liability company (the "Underlying Guarantor"), in favor of Assignor.
6. Senior Loan Guaranty of Recourse Obligations made by the Underlying Guarantor in favor of Assignor.
7. Senior Loan Completion Guaranty made by the Underlying Guarantor in favor of Assignor.
8. Senior Loan Carry Guaranty made by the Underlying Guarantor in favor of Assignor.
9. Senior Loan Assignment of Interest Rate Cap Agreement and Security Agreement made by Fee Owner in favor of Assignor.
10. Cash Management Agreement by and among Fee Owner, Assignor, and KeyBank National Association, a national banking association ("KeyBank").
11. Deposit Account Control Agreement (Hard Lockbox) by and among Fee Owner, Assignor, and KeyBank.
12. Senior Assignment of Development Agreement and Subordination of Development Fees made by Fee Owner in favor of Assignor, and acknowledged and consented to by KIC Astra Tower Developer, LLC, a Delaware limited liability company ("Developer").

13. Senior Assignment of General Contractor Agreement and Subordination of General Contractor Fees made by Fee Owner in favor of Assignor, and acknowledged and consented to by Jacobsen Construction Company, Inc., a Utah corporation ("General Contractor").
14. Architect's Consent to Assignment of Architectural Services Agreement made by HKS, Inc. d/b/a HKS Architects, Inc., a Texas corporation ("Architect"), in favor of Assignor.
15. Senior Assignment of Consulting Agreement and Subordination of Consulting Fees made by Fee Owner in favor of Assignor, and acknowledged and consented to by Millcreek Consulting and Development, a Utah corporation ("Millcreek").
16. Senior Assignment of Consulting Agreement and Subordination of Consulting Fees made by Fee Owner in favor of Assignor, and acknowledged and consented to by Roy Greenhalgh, an individual ("Roy Greenhalgh").
17. Senior Assignment of Consulting Agreement and Subordination of Consulting Fees made by Fee Owner in favor of Assignor, and acknowledged and consented to by TBCx, LLC, a Utah limited liability company ("TBCx").
18. Senior Assignment of Consulting Agreement and Subordination of Consulting Fees made by Fee Owner in favor of Assignor, and acknowledged and consented to by Quality Assurance Engineering, Inc. d/b/a Consolidated Engineering Laboratories, a California corporation ("Consolidated Engineering Laboratories").
19. Senior Assignment of Consulting Agreement and Subordination of Consulting Fees made by Fee Owner in favor of Assignor, and acknowledged and consented to by Great Basin Engineering Inc., a Utah corporation ("Great Basin Engineering").
20. Senior Assignment of Management Agreement and Subordination of Management Fees made by Fee Owner in favor of Assignor, and acknowledged and consented to by GREP Southwest, LLC, a Delaware limited liability company, as successor-in-interest to Alliance Southwest, LLC, an Arizona limited liability company ("Manager").
21. UCC-1 Financing Statement naming Fee Owner, as debtor, and Assignor, as secured party, to be recorded in Salt Lake County, Utah.
22. UCC-1 Financing Statement naming Fee Owner, as debtor, and Assignor, as secured party, to be filed with the Delaware Department of State's Office.
23. Certificate of Independent Manager made by Steven P. Zimmer and Lisa M. Pierro in connection with their role as Independent Managers of Fee Owner.
24. All lender title and UCC insurance policies, surveys and other documents in the "Loan File" that are assignable (without any recourse to or representation or warranty, express

or implied) other than those documents that are deemed by Assignee in its reasonable discretion to be confidential, privileged or proprietary in nature.

Mezzanine Loan Documents

All documents dated as of September 1, 2022 unless otherwise indicated.

1. Mezzanine Loan Agreement between 200 SOUTH MEZZ BORROWER LLC, a Delaware limited liability company (the "Mezzanine Borrower"), and Assignor.
2. Mezzanine Loan Promissory Note made by Mezzanine Borrower payable to Assignor in the maximum principal amount of \$52,877,100.00.
3. Pledge and Security Agreement made by Mezzanine Borrower in favor of Assignor.
4. Assignment of Membership Interest executed by Mezzanine Borrower in blank.
5. Instruction to Register Pledge executed by Mezzanine Borrower and Assignor.
6. Confirmation Statement and Control Agreement executed by the Mezzanine Borrower and acknowledged and agreed to by the Fee Owner.
7. Mezzanine Loan Environmental Indemnity Agreement made by Mezzanine Borrower and the Underlying Guarantor in favor of Assignor.
8. Mezzanine Loan Guaranty of Recourse Obligations made by the Underlying Guarantor in favor of Assignor.
9. Mezzanine Loan Completion Guaranty made by the Underlying Guarantor in favor of Assignor.
10. Mezzanine Loan Carry Guaranty made by the Underlying Guarantor in favor of Assignor.
11. Mezzanine Loan Assignment of Interest Rate Cap Agreement and Security Agreement made by Mezzanine Borrower in favor of Assignor.
12. Mezzanine Subordination of Development Agreement and Subordination of Development Fees made by Mezzanine Borrower in favor of Assignor, and acknowledged and consented to by Developer.
13. Mezzanine Subordination of General Contractor Agreement and Subordination of General Contractor Fees made by Mezzanine Borrower in favor of Assignor, and acknowledged and consented to by General Contractor.
14. Architect's Consent to Assignment of Architectural Services Agreement made by Architect in favor of Assignor.

15. Mezzanine Subordination of Consulting Agreement and Subordination of Consulting Fees made by Mezzanine Borrower in favor of Assignor, and acknowledged and consented to by Millcreek.
16. Mezzanine Subordination of Consulting Agreement and Subordination of Consulting Fees made by Mezzanine Borrower in favor of Assignor, and acknowledged and consented to by Roy Greenhalgh.
17. Mezzanine Subordination of Consulting Agreement and Subordination of Consulting Fees made by Mezzanine Borrower in favor of Assignor, and acknowledged and consented to by TBCx.
18. Mezzanine Subordination of Consulting Agreement and Subordination of Consulting Fees made by Mezzanine Borrower in favor of Assignor, and acknowledged and consented to by Consolidated Engineering Laboratories.
19. Mezzanine Subordination of Consulting Agreement and Subordination of Consulting Fees made by Mezzanine Borrower in favor of Assignor, and acknowledged and consented to by Great Basin Engineering.
20. Mezzanine Subordination of Management Agreement and Subordination of Management Fees made by Mezzanine Borrower in favor of Assignor, and acknowledged and consented to by Manager.
21. UCC-1 Financing Statement naming Mezzanine Borrower, as debtor, and Assignor, as secured party, to be filed with the Delaware Department of State's Office.
22. Certificate of Independent Manager made by Ricardo Beausoleil and Jennifer A. Schwartz in connection with their role as Independent Managers of Mezzanine Borrower.
23. All lender title and UCC insurance policies, surveys and other documents in the "Loan File" that are assignable (without any recourse to or representation or warranty, express or implied) other than those documents that are deemed by Assignee in its reasonable discretion to be confidential, privileged or proprietary in nature.