

**PREPARED BY AND UPON  
RECORDATION RETURN TO:**

Alston & Bird LLP  
Bank of America Plaza  
101 South Tryon Street, Suite 4000  
Charlotte, North Carolina 28280  
Attention: Robert J. Sullivan, Esq.

D 51823  
10-286-0002

**ASSIGNMENT OF ASSIGNMENT  
OF LEASES AND RENTS**

by

**STARWOOD MORTGAGE CAPITAL LLC,  
a Delaware limited liability company**

to

**STARWOOD MORTGAGE FUNDING III LLC,  
a Delaware limited liability company**

Dated: As of July 12, 2016  
Location: 762 WEST HERITAGE PARK  
BOULEVARD  
LAYTON, UTAH 84041  
County: DAVIS

**ASSIGNMENT OF ASSIGNMENT OF LEASES AND RENTS**

THIS ASSIGNMENT OF ASSIGNMENT OF LEASES AND RENTS (this "Assignment"), made and entered into as of the 12<sup>th</sup> day of July, 2016, is by STARWOOD MORTGAGE CAPITAL LLC, a Delaware limited liability company, having an address at 1601 Washington Avenue, Suite 800, Miami Beach, Florida 33139 ("Assignor"), in favor of STARWOOD MORTGAGE FUNDING III LLC, a Delaware limited liability company, having an address at 1601 Washington Avenue, Suite 800, Miami Beach, Florida 33139 ("Assignee").

**WITNESSETH**

WHEREAS, Assignor is the present legal and equitable owner and holder of that certain Promissory Note dated as of July 12, 2016 executed by SUMMIT LODGING DAVIS, LLC, a Utah limited liability company ("Borrower"), and made payable to the order of Assignor in the stated principal amount of TWELVE MILLION FIVE HUNDRED TWENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$12,525,000.00) (the "Note") in connection with certain real property and improvements located thereon situated in the County of Davis, State of Utah, and more particularly described on Exhibit A annexed hereto and made a part hereof (the "Premises"); and

WHEREAS, the Note is secured, inter alia, by the Assignment of Leases (as hereinafter defined); and

WHEREAS, the parties hereto desire that Assignor assign to Assignee, its successors and assigns, all of Assignor's right, title and interest in and to the Assignment of Leases.

NOW, THEREFORE, in consideration of the premises above set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and agreed, Assignor and Assignee hereby covenant and agree as follows:

1. Assignment. Assignor does hereby transfer, assign, grant and convey to Assignee, its successors and assigns, all of the right, title and interest of Assignor in and to the following described instrument, and does hereby grant and delegate to Assignee, its successors and assigns, any and all of the duties and obligations of Assignor thereunder from and after the date hereof:

That certain Assignment of Leases and Rents dated as of July 12, 2016 from Borrower, as assignor, to Assignor, as assignee, and recorded on July 12, 2016 in the Real Property Records of Davis County, Utah, as Document No. 2951033 (the "Assignment of Leases"), in respect of the Premises, together with the notes and bonds secured thereby.

2. Assumption. From and after the date hereof, Assignee hereby accepts this Assignment and assumes and agrees to observe, perform and be bound by all of the terms, covenants, agreements, conditions and obligations of the Assignment of Leases required to be observed or performed by Assignor thereunder.

3. Representations and Warranties of Assignor. This Assignment is an absolute assignment. This Assignment is made without recourse, representation or warranty, express or implied, upon Assignor, except Assignor hereby warrants and represents to Assignee that:

(a) Prior to the execution hereof, Assignor has not sold, transferred, assigned, conveyed, pledged or endorsed any right, title or interest in the Assignment of Leases to any person or entity other than Assignee; and

(b) Assignor has full right and power to sell and assign the same to Assignee subject to no interest or participation of, or agreement with, any party other than Assignee.

4. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State in which the Premises are located.

5. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

6. Headings. The headings of the paragraphs of this Assignment have been included only for convenience, and shall not be deemed in any manner to modify or limit any of the provisions of this Assignment or be used in any manner in the interpretation of this Assignment.

7. Interpretation. Whenever the context so requires in this Assignment, all words used in the singular shall be construed to have been used in the plural (and vice versa), each gender shall be construed to include any other genders, and the word "person" shall be construed to include a natural person, a corporation, a firm, a partnership, a joint venture, a trust, an estate or any other entity.

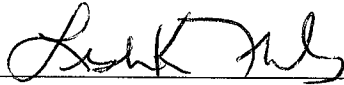
8. Partial Invalidity. Each provision of this Assignment shall be valid and enforceable to the fullest extent permitted by law. If any provision of this Assignment or the application of such provision to any person or circumstance shall, to any extent, be invalid or unenforceable, then the remainder of this Assignment, or the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected by such invalidity or unenforceability.

[SIGNATURE PAGE FOLLOWS]

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

**ASSIGNOR:**

STARWOOD MORTGAGE CAPITAL LLC, a  
Delaware limited liability company

By:   
Name: Leslie K. Fairbanks  
Title: Executive Vice President

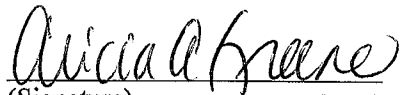
**ACKNOWLEDGMENT**

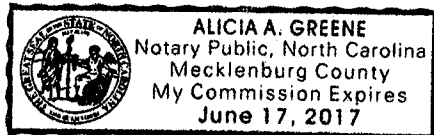
STATE OF North Carolina

COUNTY OF Mecklenburg

On this 29 day of June, 2016, personally appeared before me Leslie K. Fairbanks, who being by me duly sworn (or affirmed), did say that she is the Executive Vice President of Starwood Mortgage Capital LLC, a Delaware limited liability company and that said instrument was signed on behalf of said company by authority of its operating agreement (or of a resolution of its board of directors, as the case may be) and she acknowledged to me that said company executed the same.

SEAL

  
(Signature)  
My commission expires 6/17/17



**EXHIBIT A**

(Premises Description)

PARCEL 1

UNIT NO. 2, CONTAINED WITHIN THE DAVIS COUNTY CONFERENCE CENTER CONDOMINIUMS, 1ST AMENDMENT, A CONDOMINIUM PROJECT AS THE SAME IS IDENTIFIED IN THE RECORD OF SURVEY MAP RECORDED ON MARCH 12, 2004, IN DAVIS COUNTY, AS ENTRY NO. 1969569 IN BOOK 3495 AT PAGE 511 AND IN THE DECLARATION RECORDED MARCH 12, 2004, IN DAVIS COUNTY, AS ENTRY NO. 1969570 IN BOOK 3495 AT PAGE 512, AND 1<sup>ST</sup> AMENDMENT RECORDED JANUARY 27, 2009, AS ENTRY NO. 2418571, AND 2ND AMENDMENT RECORDED July 12, 2016, AS ENTRY NO. 2950994, AND AS AMENDED BY THAT CERTAIN ESTOPPEL AND AGREEMENT DATED JULY 5, 2016, RECORDED ON July 12, 2016 IN DAVIS COUNTY, UTAH AS ENTRY NO. 2951011 IN BOOK 6556 AT PAGE 350.

TOGETHER WITH THE APPURTENANT UNDIVIDED INTEREST IN SAID PROJECT'S COMMON AREAS AS ESTABLISHED IN SAID DECLARATION AND ALLOWING FOR PERIODIC ALTERATION BOTH IN THE MAGNITUDE OF SAID UNDIVIDED INTEREST AND IN THE COMPOSITION OF THE COMMON AREAS AND FACILITIES TO WHICH SAID INTEREST RELATES.

THE FOLLOWING IS SHOWN FOR INFORMATION PURPOSES ONLY: 10-286-0002

PARCEL 2

A PERPETUAL NON-EXCLUSIVE EASEMENT AND RIGHT OF WAY FOR INGRESS AND EGRESS BY VEHICULAR AND PEDESTRIAN TRAFFIC OVER, ACROSS AND THROUGH THE PARKING PARCEL. SUCH ACCESS SHALL BE OVER THE DESIGNATED TRAVEL LANES WITHIN THE PARKING PARCEL. SUCH EASEMENT SHALL BE FOREVER APPURTENANT TO THE HOTEL CONDOMINIUM, FOR THE USE AND BENEFIT OF THE BENEFITED PARTIES, AND ALSO A PERPETUAL NON-EXCLUSIVE EASEMENT TO UTILIZE ALL OF THE PARKING SPACES LOCATED ON THE PARKING PARCEL. SUCH EASEMENT SHALL BE FOREVER APPURTENANT TO THE HOTEL CONDOMINIUM, FOR THE USE AND BENEFIT OF THE BENEFITED PARTIES, AS GRANTED IN VEHICULAR ACCESS, PARKING AND MAINTENANCE AGREEMENT RECORDED MARCH 12, 2004 AS ENTRY NO. 1969572, IN BOOK/PAGE 3495/562.

PARCEL 3

A PERPETUAL NON-EXCLUSIVE EASEMENT AND RIGHT TO USE AND ENJOY THE SHARED FACILITIES, AS THE SAME MAY BE MODIFIED, EXPANDED REPLACED OR RELOCATED FROM TIME TO TIME FOR THE BENEFIT OF HOTEL DEVELOPER AS OWNER OF THE HOTEL UNIT, AND FOR THE BENEFIT OF THE TENANTS, INVITEES, EMPLOYEES AND AGENTS OF

HOTEL DEVELOPER, AS GRANTED IN JOINT USE AGREEMENT RECORDED MARCH 12, 2004  
AS ENTRY NO. 1969573, IN BOOK/PAGE 3495/578.