

RETURN NAME and ADDRESS:

Sidley Austin LLP
787 Seventh Avenue
New York, New York 10019
Attn: Alan S. Weil, Esq.

GNW 20-4284

ASSIGNMENT OF LEASES AND RENTS**ASSIGNOR:**

1. GETAWAY MOUNT VERNON, LLC, Delaware limited liability company (as Assignor/Borrower)

ASSIGNEE:

1. SPT CA FUNDINGS 2, LLC, a Delaware limited liability company (as Assignee/Lender)

LEGAL DESCRIPTION, ASSESSOR'S PROPERTY TAX PARCEL ACCOUNT NUMBERS:

(Skagit County, Washington)

See Exhibit A for full legal descriptions

Tax Parcel Number	Abbreviated Legal Description
300519-3-001-0032	NE ¼ of SW ¼, 19-33-5 E. WM, Skagit County, Washington
300519-4-001-0220	
300519-0-007-0008	Ptn Govt Lot 5; Sec 19, Twp 33, Rge 5
4655-000-009-0000	Lot 9 Plat of Lake McMurray Estates

P18158 P108067 P18166 P18169

PREPARED BY AND UPON
RECORDATION RETURN TO:

Sidley Austin LLP
787 Seventh Avenue
New York, New York 10019
Attn: Alan S. Weil, Esq.

ASSIGNMENT OF LEASES AND RENTS

GETAWAY MOUNT VERNON, LLC, as Assignor
(Borrower)

to

SPT CA FUNDINGS 2, LLC, as Assignee
(Lender)

Dated: As of November 13, 2020

Location(s): 21700 & 21802 State Route 9,
Mount Vernon, Washington

21986 McMurray Shore Drive,
Mount Vernon, Washington

County: Skagit

ASSIGNMENT OF LEASES AND RENTS

THIS ASSIGNMENT OF LEASES AND RENTS (this "Assignment") made as of the 13th day of November, 2020, by **GETAWAY MOUNT VERNON, LLC**, a Delaware limited liability company having its principal place of business at c/o Getaway House, Inc., 147 Prince Street, Brooklyn, New York 11201, as assignor (the "**Borrower**"), to **SPT CA FUNDINGS 2, LLC**, a Delaware limited liability company having an address at c/o Starwood Property Trust, Inc., 591 W. Putnam Avenue Greenwich, CT 06830, as assignee (together with its successors and/or assigns, "**Lender**").

WITNESSETH:

WHEREAS, this Assignment is given in connection with a loan in the maximum principal amount of \$99,000,000.00 (the "**Loan**") made pursuant to that certain Loan Agreement, dated as of February 28, 2020, between Borrower, certain other borrower parties named therein (individually and collectively, as the context shall require, the "**Other Borrowers**") and Lender (as the same may be amended, restated, replaced, supplemented, extended or otherwise modified from time to time, the "**Loan Agreement**");

WHEREAS, the Loan is evidenced by (i) that certain Promissory Note A-1, dated as of February 28, 2020, made by the Other Borrowers and payable to the order of Lender in the original principal amount of Thirty-Three Million Six Hundred Twenty-Eight Thousand One Hundred Sixty-Two and 54/100 Dollars (\$33,628,162.54), and (ii) that certain Promissory Note A-2, dated as of February 28, 2020, made by the Other Borrowers and payable to the order of Lender in the maximum principal amount of Sixty-Five Million Three Hundred Seventy-One Thousand Eight Hundred Thirty-Seven and 46/100 Dollars (\$65,371,837.46) (collectively, as each may be amended, restated, replaced, supplemented, extended or otherwise modified from time to time, the "**Note**");

WHEREAS, Borrower became a party to the Loan Agreement, the Note, and the other Loan Documents pursuant to that certain Omnibus Joinder, Reaffirmation and Modification Agreement, dated as of the date hereof, by and among Borrower, the Other Borrowers, Guarantor and Lender;

WHEREAS, the Loan is secured by the lien and security interest created by that certain Deed of Trust, Assignment of Leases and Rents, Security Agreement, and Fixture Filing dated of even date herewith, given by Borrower to Guardian Northwest Title & Escrow Company, a Washington corporation, as trustee, for the benefit of Lender (as the same may be amended, restated, replaced, supplemented, or otherwise modified from time to time, the "**Mortgage**"), which Mortgage encumbers, *inter alia*, the Property (as hereinafter defined) and which Loan is further evidenced, secured or governed by other instruments and documents executed in connection with the Loan (together with the Note, the Loan Agreement and the Mortgage, the "**Loan Documents**");

WHEREAS, Borrower desires to secure the payment of the Debt and the performance of all of its obligations under the Note, the Loan Agreement and the other Loan Documents;

WHEREAS, this Assignment is given pursuant to the Loan Agreement, and payment, fulfillment, and performance by Borrower of its obligations thereunder and under the other Loan Documents is secured hereby, and each and every term and provision of the Loan Agreement and the Note, including the rights, remedies, obligations, covenants, conditions, agreements, indemnities, representations and warranties therein, are hereby incorporated by reference herein as though set forth in full and shall be considered a part of this Assignment; and

WHEREAS, capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Loan Agreement.

NOW THEREFORE, in consideration of the Lender making an additional advance of the Loan proceeds available to Borrower and the Other Borrowers, and the covenants, agreements, representations and warranties set forth in this Assignment and for such other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I

ASSIGNMENT

Section 1.1 Property Assigned. Borrower hereby absolutely and unconditionally assigns and grants to Lender all of Borrower's right, title and interest in and to the following property, rights, interests and estates, now owned, or hereafter acquired by Borrower:

(a) Leases. All existing and future leases (including the right to enforce, at law, in equity, or by other means, such leases), subleases or subsubleases, lettings, licenses, concessions or other agreements made a part hereof (whether written or oral and whether now or hereafter in effect), pursuant to which any Person is granted a possessory interest in, or a right to use or occupy, all or any portion of any space in that certain lot or piece of land, more particularly described in Exhibit A annexed hereto and made a part hereof, together with the buildings, structures, fixtures, additions, enlargements, extensions, modifications, repairs, replacements and improvements now or hereafter located thereon (collectively, the "Property") and every modification, amendment or other agreement relating to such leases, subleases, subsubleases, or other agreements entered into in connection with such leases, subleases, subsubleases, or other agreements and every guarantee of the performance and observance of the covenants, conditions and agreements to be performed and observed by the other party thereto, and the right, title and interest of Borrower, its successors and assigns, therein and thereunder.

(b) Other Leases and Agreements. All other leases and other agreements, to the extent assignable, whether or not in writing, affecting the use, enjoyment or occupancy of the Property or any portion thereof now or hereafter made, whether made before or after the filing by or against Borrower of any petition for relief under 11 U.S.C. §101 et seq., as the same may be amended from time to time (the "Bankruptcy Code") together with any extension, renewal or replacement of the same. This Assignment of other present and future leases and present and future agreements being effective without further or supplemental

assignment. The "leases" described in Section 1.1(a) and the leases and other agreements described in this Section 1.1(b) are collectively referred to as the "Leases".

(c) Rents. All right, title and interest of Borrower, its successors and assigns under the Leases, including, without limitation, cash or securities deposited thereunder to secure the performance by the tenants of their obligations thereunder (including, without limitation, percentage rents), rent equivalents, moneys payable as damages (including payments by reason of the rejection of a Lease in a Bankruptcy Action) or in lieu of rent equivalents, additional rents, revenues (including all revenues from telephone services, laundry, vending, television and all receivables, customer obligations now existing or hereafter arising or created out of the lease, sublease, license, concession or other grant of the right of the use and occupancy of the Property or rendering of services by Borrower, or any of its respective agents or employees), issues and profits (including all oil and gas or other mineral royalties and bonuses), income, fees, receivables, deposits (including, without limitation, security, utility and other deposits), accounts and receipts from the Land and/or the Improvements whether paid or accruing before or after the filing by or against Borrower of any petition for relief under the Bankruptcy Code (collectively, the "Rents").

(d) Bankruptcy Claims. All of Borrower's claims and rights (the "Bankruptcy Claims") to the payment of damages arising from any rejection by a lessee of any Lease under the Bankruptcy Code.

(e) Lease Guaranties. All of Borrower's right, title and interest in and claims under any and all lease guaranties, letters of credit and any other credit support (individually, a "Lease Guaranty", collectively, the "Lease Guaranties") given by any guarantor in connection with any of the Leases or leasing commissions (individually, a "Lease Guarantor", collectively, the "Lease Guarantors") to Borrower.

(f) Proceeds. All proceeds from the sale or other disposition of the Leases, the Rents, the Lease Guaranties and the Bankruptcy Claims.

(g) Other. All rights, powers, privileges, options and other benefits of Borrower as lessor under the Leases and beneficiary under the Lease Guaranties, including without limitation the immediate and continuing right to make claim for, receive and collect all Rents payable or receivable under the Leases and all sums payable under the Lease Guaranties or pursuant thereto (and to apply the same to the payment of the Debt), and to do all other things which Borrower or any lessor is or may become entitled to do under the Leases or the Lease Guaranties.

(h) Entry. The right, at Lender's option, upon revocation of the license granted herein, to enter upon the Property in person, by agent or by court-appointed receiver, to collect the Rents.

(i) Power of Attorney. Borrower's irrevocable power of attorney, coupled with an interest, upon the occurrence and during the continuance of an Event of Default to take any and all of the actions set forth in Section 3.1 of this Assignment and any or all other actions designated by Lender for the proper management and preservation of the Property.

(j) Other Rights and Agreements. Any and all other rights of Borrower in and to the items set forth in Sections 1.1(a) through (i) above, and all amendments, modifications, replacements, renewals and substitutions thereof.

ARTICLE II

TERMS OF ASSIGNMENT

Section 2.1 Present Assignment And License Back. It is intended by Borrower that this Assignment constitute a present, absolute assignment of the Leases, Rents, Lease Guaranties and Bankruptcy Claims, and not an assignment for additional security only. Nevertheless, subject to the terms of this Section 2.1 and the Loan Agreement, Lender grants to Borrower a revocable license to collect, receive, use and enjoy the Rents and other sums due under the Leases and the Lease Guaranties and Borrower shall hold such Rents and all sums received pursuant to any Lease or Lease Guaranty, or a portion thereof sufficient to discharge all current sums due on the Debt, in trust for the benefit of Lender for use in the payment of such sums.

Section 2.2 Notice To Lessees. Borrower hereby authorizes and directs the lessees named in the Leases or any other future lessees or occupants of the Property and all Lease Guarantors to pay over to Lender or to such other party as Lender directs all Rents and all sums due under any Lease Guaranties upon receipt from Lender of written notice to the effect that Lender is then the holder of this Assignment and that an Event of Default (as defined in the Loan Agreement) exists, and to continue so to do until otherwise notified by Lender.

Section 2.3 Incorporation By Reference. All representations, warranties, covenants, conditions and agreements contained in the Loan Agreement and the other Loan Documents as the same may be modified, renewed, substituted or extended are hereby made a part of this Assignment to the same extent and with the same force as if fully set forth herein.

ARTICLE III

REMEDIES

Section 3.1 Default. The occurrence of an Event of Default under the Loan Agreement or any other Loan Document shall constitute an "Event of Default" under this Assignment.

Section 3.2 Remedies of Lender. During the continuance of an Event of Default, the license granted to Borrower in Section 2.1 of this Assignment shall automatically be revoked, and Lender shall immediately be entitled to possession of all Rents and sums due under any Lease Guaranties, whether or not Lender enters upon or takes control of the Property. In addition, to the extent permitted by applicable law, Lender may, at its option, without waiving such Event of Default, without regard to the adequacy of the security for the Debt, either in person or by agent, nominee or attorney, with or without bringing any action or proceeding, or by a receiver appointed by a court, dispossess Borrower and its agents and servants from the Property, without liability for trespass, damages or otherwise and exclude Borrower and its

agents or servants wholly therefrom, and take possession of the Property and all books, records and accounts relating thereto and have, hold, manage, lease and operate the Property on such terms and for such period of time as Lender may deem proper and either with or without taking possession of the Property in its own name, demand, sue for or otherwise collect and receive all Rents and sums due under all Lease Guaranties, including those past due and unpaid with full power to make from time to time all alterations, renovations, repairs or replacements thereto or thereof as Lender may deem proper and may apply the Rents and sums received pursuant to any Lease Guaranties to the payment of the following in such order and proportion as is provided in the Loan Agreement and, otherwise, as Lender in its sole discretion may determine, any law, custom or use to the contrary notwithstanding: (a) all reasonable out-of-pocket expenses of managing and securing the Property, including, without being limited thereto, the salaries, fees and wages of a managing agent and such other employees or agents as Lender may deem necessary or desirable and all reasonable out-of-pocket expenses of operating and maintaining the Property, including, without being limited thereto, all taxes, charges, claims, assessments, water charges, sewer rents and any other liens, and premiums for all insurance which Lender may deem necessary or desirable, and the cost of all alterations, renovations, repairs or replacements, and all reasonable out-of-pocket expenses incident to taking and retaining possession of the Property; and (b) the Debt, together with all reasonable out-of-pocket costs and reasonable attorneys' fees and disbursements. In addition, upon the occurrence and during the continuance of an Event of Default, Lender, at its option, may (i) complete any construction on the Property in such manner and form as Lender deems advisable, (ii) exercise all rights and powers of Borrower, including, without limitation, the right to negotiate, execute, cancel, enforce or modify any Leases, obtain and evict tenants, and demand, sue for, collect and receive all Rents from the Property and all sums due under any Lease Guaranties, (iii) require Borrower to pay monthly in advance to Lender, or any receiver appointed to collect the Rents, the fair and reasonable rental value for the use and occupancy of such part of the Property as may be in possession of Borrower, or (iv) require Borrower to vacate and surrender possession of the Property to Lender or to such receiver and, in default thereof, Borrower may be evicted by summary proceedings or otherwise.

Section 3.3 Other Remedies. Nothing contained in this Assignment and no act done or omitted by Lender pursuant to the power and rights granted to Lender hereunder shall be deemed to be a waiver by Lender of its rights and remedies under the Loan Agreement, the Note, or the other Loan Documents and this Assignment is made and accepted without prejudice to any of the rights and remedies possessed by Lender under the terms thereof. The right of Lender to collect the Debt and to enforce any other security therefor held by it may be exercised by Lender either prior to, simultaneously with, or subsequent to any action taken by it hereunder. Borrower hereby absolutely, unconditionally and irrevocably waives any and all rights to assert any setoff, counterclaim or crossclaim of any nature whatsoever with respect to the obligations of Borrower under this Assignment, the Loan Agreement, the Note, the other Loan Documents or otherwise with respect to the Loan in any action or proceeding brought by Lender to collect same, or any portion thereof, or to enforce and realize upon the lien and security interest created by this Assignment, the Loan Agreement, the Note, or any of the other Loan Documents (provided, however, that the foregoing shall not be deemed a waiver of Borrower's right to assert any compulsory counterclaim if such counterclaim is compelled under local law or rule of procedure, nor shall the foregoing be deemed a waiver of Borrower's right to assert any claim which would

constitute a defense, setoff, counterclaim or crossclaim of any nature whatsoever against Lender in any separate action or proceeding).

Section 3.4 Other Security. Lender may take or release other security for the payment of the Debt, may release any party primarily or secondarily liable therefor and may apply any other security held by it to the reduction or satisfaction of the Debt without prejudice to any of its rights under this Assignment.

Section 3.5 Non-Waiver. The exercise by Lender of the option granted it in Section 3.2 of this Assignment and the collection of the Rents and sums due under the Lease Guaranties and the application thereof as herein provided shall not be considered a waiver of any default by Borrower under the Note, the Loan Agreement, the Leases, this Assignment or the other Loan Documents. The failure of Lender to insist upon strict performance of any term hereof shall not be deemed to be a waiver of any term of this Assignment. Borrower shall not be relieved of Borrower's obligations hereunder by reason of (a) the failure of Lender to comply with any request of Borrower or any other party to take any action to enforce any of the provisions hereof or of the Loan Agreement, the Note or the other Loan Documents, (b) the release, regardless of consideration, of the whole or any part of the Property (except as otherwise provided in the Mortgage, or, if applicable, the Loan Agreement), or (c) any agreement or stipulation by Lender extending the time of payment or otherwise modifying or supplementing the terms of this Assignment, the Loan Agreement, the Note, or the other Loan Documents. Lender may resort for the payment of the Debt to any other security held by Lender in such order and manner as Lender, in its discretion, may elect. Lender may take any action to recover the Debt, or any portion thereof, or to enforce any covenant hereof without prejudice to the right of Lender thereafter to enforce its rights under this Assignment. The rights of Lender under this Assignment shall be separate, distinct and cumulative and none shall be given effect to the exclusion of the others. No act of Lender shall be construed as an election to proceed under any one provision herein to the exclusion of any other provision.

Section 3.6 Bankruptcy. (a) At any time during the continuance of an Event of Default, Lender shall have the right to proceed in its own name or in the name of Borrower in respect of any claim, suit, action or proceeding relating to the rejection of any Lease, including, without limitation, the right to file and prosecute, to the exclusion of Borrower, any proofs of claim, complaints, motions, applications, notices and other documents, in any case in respect of the lessee under such Lease under the Bankruptcy Code.

(b) If there shall be filed by or against Borrower a petition under the Bankruptcy Code, and Borrower, as lessor under any Lease, shall determine to reject such Lease pursuant to Section 365(a) of the Bankruptcy Code, then Borrower shall give Lender not less than ten (10) days' prior notice of the date on which Borrower shall apply to the bankruptcy court for authority to reject the Lease. Lender shall have the right, but not the obligation, to serve upon Borrower within such ten-day period a notice stating that (i) Lender demands that Borrower assume and assign the Lease to Lender pursuant to Section 365 of the Bankruptcy Code and (ii) Lender covenants to cure or provide adequate assurance of future performance under the Lease. If Lender serves upon Borrower the notice described in the preceding sentence, Borrower shall not seek to reject the Lease and shall comply with the demand provided for in clause (i) of the preceding sentence within thirty (30) days after the notice shall have been given,

subject to the performance by Lender of the covenant provided for in clause (ii) of the preceding sentence.

ARTICLE IV

NO LIABILITY, FURTHER ASSURANCES

Section 4.1 No Liability of Lender. This Assignment shall not be construed to bind Lender to the performance of any of the covenants, conditions or provisions contained in any Lease or Lease Guaranty or otherwise impose any obligation upon Lender. Lender shall not be liable for any loss sustained by Borrower resulting from Lender's failure to let the Property after an Event of Default which is continuing or from any other act or omission of Lender in managing the Property after an Event of Default which is continuing unless such loss is caused by the willful misconduct, gross negligence, illegal acts, fraud or bad faith of Lender. Lender shall not be obligated to perform or discharge any obligation, duty or liability under the Leases or any Lease Guaranties or under or by reason of this Assignment, and Borrower shall, and hereby agrees to, indemnify Lender for, and to hold Lender harmless from, any and all liability, loss or damage which may or might otherwise be incurred under the Leases, any Lease Guaranties or under or by reason of this Assignment and from any and all claims and demands whatsoever, including the defense of any such claims or demands which may be asserted against Lender by reason of any alleged obligations and undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in the Leases or any Lease Guaranties. Should Lender incur any such liability, the amount thereof, including reasonable out-of-pocket costs, expenses and reasonable attorneys' fees, shall be secured by this Assignment and the other Loan Documents and Borrower shall reimburse Lender therefor within ten (10) Business Days after demand by Lender and upon the failure of Borrower so to do Lender may, at its option, declare all sums secured by this Assignment and the other Loan Documents immediately due and payable. This Assignment shall not operate to place any obligation or liability for the control, care, management or repair of the Property upon Lender, nor for the carrying out of any of the terms and conditions of the Leases or any Lease Guaranties; nor shall it operate to make Lender responsible or liable for any waste committed on the Property by the tenants or any other parties, or for any dangerous or defective condition of the Property including, without limitation, the presence of any Hazardous Substances (as defined in the Environmental Indemnity), or for any negligence in the management, upkeep, repair or control of the Property resulting in loss or injury or death to any tenant, licensee, employee or stranger. Notwithstanding anything contained in the foregoing which might be construed to the contrary, Borrower shall have no duty to indemnify Lender for liability, loss or damage resulting from the willful misconduct, gross negligence, illegal acts or fraud of Lender.

Section 4.2 No Mortgagee in Possession. Nothing herein contained shall be construed as constituting Lender a "mortgagee in possession" in the absence of the taking of actual possession of the Property by Lender. In the exercise of the powers herein granted Lender, no liability shall be asserted or enforced against Lender, all such liability being expressly waived and released by Borrower, except to the extent any such liability arises by reason of the gross negligence, illegal acts, fraud or willful misconduct of Lender.

Section 4.3 Further Assurances. Borrower will, at the cost of Borrower, and without expense to Lender, do, execute, acknowledge and deliver all and every such further acts, conveyances, assignments, notices of assignments, transfers and assurances as Lender shall, from time to time, reasonably require for the better assuring, conveying, assigning, transferring and confirming unto Lender the property and rights hereby assigned or intended now or hereafter so to be, or which Borrower may be or may hereafter become bound to convey or assign to Lender, or for carrying out the intention or facilitating the performance of the terms of this Assignment or for filing, registering or recording this Assignment and, within ten (10) Business Days after demand, will execute and deliver and hereby authorizes Lender to execute in the name of Borrower to the extent Lender may lawfully do so, one or more financing statements, chattel mortgages or comparable security instruments, to evidence more effectively the lien and security interest hereof in and upon the Leases, provided, however, that, subject to the terms of the Loan Agreement, nothing required pursuant to this Section 4.3 shall increase Borrower's obligations or diminish Borrower's rights hereunder or in any other Loan Document (in each case, other than to a de minimus extent).

ARTICLE V

MISCELLANEOUS PROVISIONS

Section 5.1 Conflict of Terms. In case of any conflict between the terms of this Assignment and the terms of the Loan Agreement, the terms of the Loan Agreement shall prevail.

Section 5.2 No Oral Change. This Assignment 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 Borrower or Lender, but only by an agreement in writing signed by the party against whom the enforcement of any modification, amendment, waiver, extension, change, discharge or termination is sought.

Section 5.3 General Definitions. All capitalized terms not defined herein shall have the respective meanings set forth in the Loan Agreement. Unless the context clearly indicates a contrary intent or unless otherwise specifically provided herein, words used in this Assignment may be used interchangeably in singular or plural form and the word "Borrower" shall mean "each Borrower and any subsequent owner or owners of the Property or any part thereof or interest therein," the word "Lender" shall mean "Lender and any subsequent holder of the Note, the word "Note" shall mean "the Note and any other evidence of indebtedness secured by the Loan Agreement, the word "Property" shall include any portion of the Property and any interest therein, the phrases "attorneys' fees", "legal fees" and "counsel fees" shall include any and all reasonable attorney's, paralegal and law clerk fees and disbursements, including, but not limited to, reasonable out-of-pocket fees and disbursements at the pre-trial, trial and appellate levels incurred or paid by Lender in protecting its interest in the Property, the Leases and the Rents and enforcing its rights hereunder; whenever the context may require, any pronouns used herein shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns and pronouns shall include the plural and vice versa.

Section 5.4 Inapplicable Provisions. If any term, covenant or condition of this Assignment is held to be invalid, illegal or unenforceable in any respect, this Assignment shall be construed without such provision.

Section 5.5 Governing Law; Jurisdiction; Service of Process. The provisions of Section 10.3 of the Loan Agreement are hereby incorporated by reference into this Assignment to the same extent and with the same force as if fully set forth herein.

Section 5.6 Termination of Assignment. Upon payment in full of the Debt, this Assignment shall become and be void and of no effect. In addition, the execution by Lender and recordation of the release or satisfaction of the Mortgage of record shall constitute conclusive evidence that this Assignment is void and of no effect.

Section 5.7 Notices. All notices or other written communications hereunder shall be delivered in accordance with Section 10.6 of the Loan Agreement.

Section 5.8 WAIVER OF TRIAL BY JURY. BORROWER AND, BY ITS ACCEPTANCE HEREOF, LENDER HEREBY WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, THE RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM, WHETHER IN CONTRACT, TORT OR OTHERWISE, RELATING DIRECTLY OR INDIRECTLY TO THIS ASSIGNMENT, THE NOTE, OR THE OTHER LOAN DOCUMENTS OR ANY ACTS OR OMISSIONS OF THE OTHER PARTY, ITS OFFICERS, EMPLOYEES, DIRECTORS OR AGENTS IN CONNECTION THEREWITH.

Section 5.9 Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of Borrower and Lender and their respective successors and assigns forever.

Section 5.10 Headings, Etc. The headings and captions of various paragraphs of this Assignment 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.

Section 5.11 Conflicts. Notwithstanding anything contained in this Assignment, in the event of any inconsistency or conflict between the terms and conditions contained herein and those contained in the Loan Agreement, the terms and conditions of the Loan Agreement shall govern and control.

ARTICLE VI

STATE-SPECIFIC PROVISIONS

Section 6.1 In the event of any inconsistencies between the other terms and conditions of this Assignment and this Article VI, the terms and conditions of this Article VI shall control and be binding.

Section 6.2 Assignment for Security. Notwithstanding anything in this Assignment to the contrary, the assignment of Rents pursuant to this Assignment is intended as

security for the Obligations (and not as a present, absolute assignment), pursuant to the Revised Code of Washington 7.28.230 and, upon recording of this Assignment and the Mortgage, shall immediately perfect the security interest in such Rents in Lender and shall not require any further action by Lender to be perfected as to any subsequent purchaser, mortgagee, or assignee of the interest in the Property. The lien created by this Assignment and the Mortgage shall, when recorded, be deemed specific, perfected and choate.

Section 6.3 No Oral Agreements. **ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY, EXTEND CREDIT, OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.**

[NO FURTHER TEXT ON THIS PAGE]

IN WITNESS WHEREOF, Borrower has executed this instrument the day and year first above written.

GETAWAY MOUNT VERNON, LLC,
a Delaware limited liability company

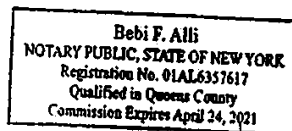
By: [Signature]
Name: Michael Cohen
Title: Authorized Signatory

STATE OF NEW YORK)
)
COUNTY OF QUEENS) ss.:

On the 11th day of NOVEMBER in the year 2020 before me, the undersigned, a notary public in and for said state, personally appeared Michael Cohen, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

[Signature]
Notary Public

(Personalized Seal)



[Signature Page of ALR for Getaway Mount Vernon, LLC – Skagit County, Washington]

ACTIVE 262645124

EXHIBIT A

(Legal Description of Property)

The Land referred to herein below is situated in the County of Skagit, State of Washington, and is described as follows:

Parcel "A":

That portion of Government Lot 5 of Section 19, Township 33 North, Range 5 East, W.M. lying Northerly of the State Highway right-of-way conveyed to the State of Washington by deed recorded September 6, 1938 as Skagit County Auditor's File No. 305470.

Parcel "B":

Lot 9 "PLAT OF LAKE MCMURRAY ESTATES" as per plat recorded in Volume 16 of Plats, Pages 55 through 59, inclusive, records of Skagit County, Washington.

Parcel "C":

That portion of the Southwest 1/4 of the Southeast 1/4 of Section 19, Township 33 North, Range 5 East, W.M. lying Northerly of the Montborne McMurray Road (now know as State Route 9).

Parcel "D":

The Northeast 1/4 of the Southwest 1/4 of Section 19, Township 33 North, Range 5 East, W.M.

SCHEDULE I**List of Borrowers**

1. Getaway Roscoe, LLC, a Delaware limited liability company
2. Getaway TX 2, LLC, a Delaware limited liability company
3. GBR LA Owner, LLC, a Delaware limited liability company
4. Getaway OH, LLC, a Delaware limited liability company
5. Getaway TX 3, LLC, a Delaware limited liability company
6. Getaway Asheboro, LLC, a Delaware limited liability company
7. Getaway Navasota, LLC, a Delaware limited liability company
8. GBR VA Owner, LLC, a Delaware limited liability company
9. Getaway GA, LLC, a Delaware limited liability company
10. Getaway NY 3, LLC, a Delaware limited liability company
11. Getaway NH, LLC, a Delaware limited liability company
12. Getaway Grand Junction, LLC, a Delaware limited liability company
13. Getaway Celina, LLC, a Delaware limited liability company

SCHEDULE II**List of Other Security Instruments**

All of the following security instruments are dated as of February 28, 2020 unless otherwise noted:

1. Leasehold Mortgage, Assignment of Leases and Rents, Security Agreement, and Fixture Filing made by Getaway NH, LLC, a Delaware limited liability company, for the benefit of SPT CA Fundings 2, LLC, a Delaware limited liability company;
2. Deed to Secure Debt, Assignment of Leases and Rents, Security Agreement, and Fixture Filing made by Getaway GA, LLC, a Delaware limited liability company, for the benefit of SPT CA Fundings 2, LLC, a Delaware limited liability company;
3. Mortgage, Assignment of Leases and Rents, Security Agreement, and Fixture Filing made by Getaway Roscoe, LLC, a Delaware limited liability company, for the benefit of SPT CA Fundings 2, LLC, a Delaware limited liability company;
4. Mortgage, Assignment of Leases and Rents, Security Agreement, and Fixture Filing made by Getaway NY 3, LLC, a Delaware limited liability company, for the benefit of SPT CA Fundings 2, LLC, a Delaware limited liability company;
5. Deed of Trust, Assignment of Leases and Rents, Security Agreement, and Fixture Filing made by GBR LA Owner, LLC, a Delaware limited liability company, to First American Title Insurance Company, as trustee, for the benefit of SPT CA Fundings 2, LLC, a Delaware limited liability company;
6. Deed of Trust, Assignment of Leases and Rents, Security Agreement, and Fixture Filing made by Getaway TX 2, LLC, a Delaware limited liability company, to First American Title Insurance Company, as trustee, for the benefit of SPT CA Fundings 2, LLC, a Delaware limited liability company;
7. Deed of Trust, Assignment of Leases and Rents, Security Agreement, and Fixture Filing made by Getaway TX 3, LLC, a Delaware limited liability company, to John Dorris, as trustee, for the benefit of SPT CA Fundings 2, LLC, a Delaware limited liability company;
8. Deed of Trust, Assignment of Leases and Rents, Security Agreement, and Fixture Filing made by Getaway Asheboro, LLC to First American Title Insurance Company, as trustee, for the benefit of SPT CA Fundings 2, LLC, a Delaware limited liability company;
9. Open-End Mortgage, Assignment of Leases and Rents, Security Agreement, and Fixture Filing made by Getaway OH, LLC for the benefit of SPT CA Fundings 2, LLC, a Delaware limited liability company;
10. Credit Line Deed of Trust, Assignment of Leases and Rents, Security Agreement, and Fixture Filing made by GBR VA Owner, LLC, a Delaware limited liability company, to

Pamela S. Belleman, as trustee, for the benefit of SPT CA Fundings 2, LLC, a Delaware limited liability company;

11. Deed of Trust, Assignment of Leases and Rents, Security Agreement, and Fixture Filing made by Getaway Navasota, LLC, a Delaware limited liability company, to John Dorris, as trustee, for the benefit of SPT CA Fundings 2, LLC, a Delaware limited liability company;
12. Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing, dated as of September 18, 2020, made by Getaway Grand Junction, LLC, a Delaware limited liability company, to SPT CA Fundings 2, LLC, a Delaware limited liability company; and
13. Deed of Trust, Assignment of Leases and Rents, Security Agreement, and Fixture Filing, dated as of October 30, 2020, made by Getaway Celina, LLC, a Delaware limited liability company, to Kenneth M. Chadwell, as trustee, for the benefit of SPT CA Fundings 2, LLC, a Delaware limited liability company.