

AMENDED AND RESTATED ASSIGNMENT OF LEASES AND RENTS

by

**1135 WEST UNIVERSITY DRIVE LLC,
a Delaware limited liability company,**

to and for the benefit of

**BMO BANK N.A.,
a national banking association**

THIS AMENDED AND RESTATED ASSIGNMENT OF LEASES AND RENTS (this "**Assignment**") made as of the 29th day of July, 2025, by **1135 WEST UNIVERSITY DRIVE LLC**, a Delaware limited liability company, as assignor, having its principal place of business at 3420 E. Shea Blvd., Suite 200, Phoenix, Arizona 85028 ("**Rochester Borrower**") to **BMO BANK N.A.**, a national banking association, as assignee, having an address at 320 South Canal Street, 15th Floor, Chicago, Illinois 60606 (together with its successors and assigns "**Lender**").

RECITALS:

A. This Assignment is delivered by Rochester Borrower in substitution and replacement of that certain Assignment of Leases and Rents dated December 9, 2024 and recorded on January 9, 2025 in the office of the Oakland County Recorder as Instrument No. 002938 (the "**Prior Assignment**"), and evidences an amendment, restatement, continuation and renewal of the obligations evidenced by the Prior Assignment. Rochester Borrower hereby acknowledges and agrees that the obligations evidenced by the Prior Assignment are part of the obligations evidenced by this Assignment, and have not been repaid or performed in full or extinguished and that the execution hereof does not constitute a novation of the Prior Assignment or any of the obligations evidenced thereby. Moreover, this Assignment shall be entitled to any and all security and collateral to which the Prior Assignment is entitled without change or diminution in the priority of any lien or security interest previously granted to secure the Prior Assignment.

B. This Assignment is given in connection with a loan in the principal sum of Thirty-Nine Million Eight Hundred Thirty-Two Thousand Six Hundred Twenty-Five and 00/100 Dollars (\$39,832,625.00) (the "**Loan**") made by Lender to Rochester Borrower, **5757 WEST THUNDERBIRD, LLC**, a Delaware limited liability company ("**Thunderbird Borrower**"), **3336 S PIONEER LLC**, a Delaware limited liability company ("**Pioneer Borrower**") and **7140 CONTEE ROAD LLC**, a Delaware limited liability company ("**Laurel Borrower**") and together with Thunderbird Borrower, Rochester Borrower and Pioneer Borrower, jointly and severally, individually and collectively, "**Borrower**") pursuant to that certain Second Amended and Restated Loan Agreement dated as of the date hereof (as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time, the "**Loan Agreement**") and evidenced by that certain Second Amended and Restated Promissory Note, dated as of the date hereof made by Borrower to Lender (as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time, the "**Note**");

C. The Note is secured by, among other things, (i) that certain Amended and Restated Leasehold Mortgage dated as of the date hereof (as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time, the "**Rochester Security Instrument**") made by Rochester Borrower for the benefit of Lender encumbering the real property commonly known as 1135 West University Drive, Rochester Hills, Michigan and more particularly described in Exhibit A attached hereto (the "**Rochester Property**"), (ii) that certain Amended and Restated Deed of Trust, Security Agreement, Assignment of Leases and Rents, and Fixture Filing dated as of the date hereof (as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time, the "**Pioneer Security Instrument**") made by Pioneer Borrower for the benefit of Lender encumbering the real property commonly known as 3336 Pioneer Parkway, West Valley City, Utah and more particularly described in the

Pioneer Security Instrument (the “**Pioneer Property**”), (iii) that certain Second Amended and Restated Leasehold Deed of Trust, Security Agreement, Assignment of Leases and Rents, and Fixture Filing dated as of the date hereof (as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time, the “**Thunderbird Security Instrument**”) made by Thunderbird Borrower for the benefit of Lender encumbering the real property commonly known as 5757 West Thunderbird, Glendale, Arizona 85306 and more particularly described in the Thunderbird Security Agreement (the “**Thunderbird Property**”); (iv) that certain Leasehold Deed of Trust, Security Agreement, Assignment of Leases and Rents, and Fixture Filing dated as of the date hereof (as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time, the “**Laurel Security Instrument**” and, together with the Rochester Security Instrument, the Pioneer Security Instrument and the Thunderbird Security Instrument, the “**Security Instrument**”) made by Laurel Borrower for the benefit of Lender encumbering the real property commonly known as 7140 Contee Road, Laurel, Maryland and more particularly described in the Laurel Security Agreement (the “**Laurel Property**”, and together with the Rochester Property, the Pioneer Property and the Thunderbird Property, the “**Property**”); (v) that certain Second Amended and Restated Assignment of Leases and Rents made by Thunderbird Borrower for the benefit of Lender (the “**Thunderbird Assignment**”); (vi) that certain Amendment and Restatement of Assignment of Leases and Rents made by Pioneer Borrower for the benefit of Lender (“**Pioneer Assignment**”); and (vii) that certain Assignment of Leases and Rents made by Laurel Borrower for the benefit of Lender (“**Laurel Assignment**”).

D. Rochester Borrower desires to secure further its obligation to pay the payment of the Debt (as defined in the Loan Agreement) and the performance of all of its obligations under the Note, the Loan Agreement and the other Loan Documents.

NOW THEREFORE, in consideration of the making of the Loan by Lender and the covenants, agreements, representations and warranties set forth in this Assignment:

ARTICLE 1- ASSIGNMENT

Section 1.1 **PROPERTY ASSIGNED.** Rochester Borrower hereby absolutely and unconditionally assigns and grants to Lender the following property, rights, interests and estates, now owned, or hereafter acquired by Rochester Borrower:

(a) **LEASES.** All leases, subleases, licenses, franchises, concessions or grants of other possessory interests, tenancies, and any other agreements affecting the use, possession or occupancy of the Rochester Property or any part thereof, whether now or hereafter existing or entered into (including, without limitation, any use or occupancy arrangements created pursuant to Section 365(d) of the Bankruptcy Code or otherwise in connection with the commencement or continuance of any bankruptcy, reorganization, arrangement, insolvency, dissolution, receivership or similar proceedings, or any assignment for the benefit of creditors, in respect of any tenant or occupant of any portion of the Rochester Property) and all amendments, modifications, supplements, extensions or renewals thereof, whether now or hereafter existing, except for the Ground Lease (collectively, the “**Leases**”).

(b) RENTS. All rents, including without limitation percentage rent and additional rent (including tenant tax and operating expense reimbursements), monies payable as damages or in lieu of rent, revenues, parking revenues, deposits (including, without limitation, security, utility and other deposits), accounts, cash, issues, profits, charges for services rendered, income, receipts, royalties, receivables, termination payments, and other consideration of whatever form or nature received by or paid to or for the account of or benefit of Rochester Borrower or its agents or employees from any and all sources arising from or attributable to the Rochester Property (collectively, the “Rents”).

(c) BANKRUPTCY CLAIMS. All of Rochester Borrower’s claims and rights (collectively, the “Bankruptcy Claims”) to the payment of damages arising from any rejection by a lessee of any Lease under the Bankruptcy Code.

(d) LEASE GUARANTIES. All of Rochester 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 Rochester Borrower.

(e) OTHER. All rights, powers, privileges, options and other benefits of Rochester Borrower as lessor under the Leases and as beneficiary under the Lease Guaranties, including, without limitation, the immediate and continuing right to make claim for, receive, collect and receipt for 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 or the Other Obligations (as defined in the Security Instrument)), and to do all other things which Rochester Borrower or any lessor is or may become entitled to do under the Leases or the Lease Guaranties.

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

(g) POWER OF ATTORNEY. Rochester Borrower’s irrevocable power of attorney, coupled with an interest, 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 Rochester Property, provided that for avoidance of doubt, Lender shall not act on such power of attorney unless there is an existing Event of Default.

(h) OTHER RIGHTS AND AGREEMENTS. Any and all other rights of Rochester Borrower in and to the items set forth in subsections (a) through (g) above, and all amendments, modifications, replacements, renewals and substitutions thereof.

(i) PROCEEDS. All proceeds from the sale or other disposition of any of the items set forth in subsections (a) through (h) above, including, without limitation, the Leases, the Rents, the Lease Guaranties and the Bankruptcy Claims.

ARTICLE 2- TERMS OF ASSIGNMENT

Section 2.1 PRESENT ASSIGNMENT AND LICENSE BACK. It is intended by Rochester Borrower that this Assignment constitute a present, absolute assignment of the Leases, Rents, Lease Guaranties and Bankruptcy Claims and all other rights assigned by this Assignment, and not an assignment for additional security only. Nevertheless, subject to the terms of this Section 2.1 and Section 3.1, Lender grants to Rochester Borrower a revocable license to collect, receive, use and enjoy the Rents, as well as other sums due under the Lease Guaranties. Rochester Borrower shall hold the Rents, as well as all sums received pursuant to any 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. Rochester Borrower hereby authorizes and directs the lessees named in the Leases or any other future lessees or occupants of the Rochester 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 recitals set forth above and all representations, warranties, covenants, conditions and agreements contained in the Loan Agreement and the other Loan Documents as 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 3- REMEDIES

Section 3.1 REMEDIES OF LENDER. During the existence of an Event of Default, the license granted to Rochester 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 Rochester Property. In addition, 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 Rochester Borrower and its agents and servants from the Rochester Property, without liability for trespass, damages or otherwise, and exclude Rochester Borrower and its agents or servants wholly therefrom, and take possession of the Rochester Property and all books, records and accounts relating thereto and have, hold, manage, lease and operate the Rochester Property on such terms and for such period of time as Lender (in its reasonable discretion) may deem proper and either with or without taking possession of the Rochester 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 (but, in any event, in accordance with the terms of the applicable Lease) 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 Lender in its sole discretion may

determine, any law, custom or use to the contrary notwithstanding: (a) all expenses of managing and securing the Rochester 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 expenses of operating and maintaining the Rochester Property, including, without being limited thereto, all taxes, charges, claims, assessments, water charges, sewer rents and any other liens, premiums for all insurance which Lender may deem necessary or desirable, the cost of all alterations, renovations, repairs or replacements, and all expenses incident to taking and retaining possession of the Rochester Property; and (b) the Debt, together with all costs and attorneys' fees. In addition, during the existence of an Event of Default, Lender, at its option, may (1) complete any construction on the Rochester Property in such manner and form as Lender deems necessary, (2) exercise all rights and powers of Rochester Borrower, including, without limitation, the right to negotiate, execute, cancel, enforce or modify Leases, obtain and evict tenants, and demand, sue for, collect and receive all Rents from the Rochester Property and all sums due under any Lease Guaranties, (3) either require Rochester 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 Rochester Property as may be in possession of Rochester Borrower or (4) require Rochester Borrower to vacate and surrender possession of the Rochester Property to Lender or to such receiver and, in default thereof, Rochester Borrower may be evicted by summary proceedings or otherwise.

Section 3.2 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. Rochester Borrower hereby absolutely, unconditionally and irrevocably waives any and all rights to assert any setoff, counterclaim or cross-claim of any nature whatsoever with respect to the obligations of Rochester 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 Rochester 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 Rochester Borrower's right to assert any claim which would constitute a defense, setoff, counterclaim or cross-claim of any nature whatsoever against Lender in any separate action or proceeding).

Section 3.3 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 3.4 NON-WAIVER. The exercise by Lender of the option granted it in Section 3.1 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 Rochester 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. Rochester Borrower shall not be relieved of Rochester Borrower's obligations hereunder by reason of (a) the failure of Lender to comply with any request of Rochester 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 Rochester Property, 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, for the payment of the Debt to any other security held by Lender, resort 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 3.5

BANKRUPTCY.

(a) During the existence of an Event of Default, Lender shall have the right to proceed in its own name or in the name of Rochester 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 Rochester 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 Rochester Borrower a petition under the Bankruptcy Code, and Rochester Borrower, as lessor under any Lease, shall determine to reject such Lease pursuant to Section 365(a) of the Bankruptcy Code, then Rochester Borrower shall give Lender not less than ten (10) days' prior notice of the date on which Rochester 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 Rochester Borrower within such ten-day period a notice stating that (i) Lender demands that Rochester 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 Rochester Borrower the notice described in the preceding sentence, Rochester 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.

(c) Rochester Borrower shall promptly (i) file all Bankruptcy Claims after the occurrence of the circumstances or events giving rise to such Bankruptcy Claims, and (ii) give Lender notice of (x) the existence of any such Bankruptcy Claims and (y) the deadlines to file any such Bankruptcy Claims. Lender, in its sole and absolute discretion, may file any

Bankruptcy Claim on behalf of itself and the Rochester Borrower if the Rochester Borrower fails to do so within thirty (30) days prior to the deadline for filing any such Bankruptcy Claim.

(d) Lender, in its sole and absolute discretion, may file such transfer of claim notices with respect to the Bankruptcy Claims as set forth in Federal Rule of Bankruptcy Procedure 3001(e), and Rochester Borrower shall (i) not oppose and (ii) take all necessary steps to facilitate the filing of such transfer notices.

ARTICLE 4- 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 Rochester Borrower resulting from Lender's failure to let the Rochester Property after an Event of Default or from any other act or omission of Lender in managing the Rochester Property after an Event of Default. 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 Rochester Borrower shall defend, indemnify Lender for, and hold Lender harmless from, any and all liability, loss or damage which may or might 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 costs, expenses and reasonable attorneys' fees, shall be secured by this Assignment and by the Security Instrument and the other Loan Documents and Rochester Borrower shall reimburse Lender therefor within ten (10) Business Days' following written demand, and upon the failure of Rochester Borrower to do so, Lender may, at its option, declare all sums secured by this Assignment and by the Security Instrument 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 Rochester 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 Rochester Property by the tenants or any other parties, or for any dangerous or defective condition of the Rochester Property including, without limitation, the presence of any Hazardous Substances (as defined in the Environmental Indemnity Agreement), or for any negligence in the management, upkeep, repair or control of the Rochester Property resulting in loss or injury or death to any tenant, licensee, employee or stranger.

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 ownership of the Rochester Property by Lender. In the exercise of the powers herein granted to Lender, no liability shall be asserted or enforced against Lender, all such liability being expressly waived and released by Rochester Borrower.

Section 4.3 FURTHER ASSURANCES. Rochester Borrower will, at the cost of Rochester 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 Rochester 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, on demand, will execute and deliver and hereby authorizes Lender to execute in the name of Rochester 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.

ARTICLE 5- 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 control. In case of any conflict between the assignment of the Rents and the Leases in the Security Instrument and in this Assignment, the terms of this Assignment shall control.

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 Rochester 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 "Rochester Borrower" shall mean "each Borrower and any subsequent owner or owners of the Rochester 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 "Rochester Property" shall include any portion of the Rochester Property and any interest therein, the phrases "attorneys' fees," "legal fees" and "counsel fees" shall include any and all attorneys', paralegals' and law clerk's fees and disbursements, including, but not limited to, fees and disbursements at the pre-trial, trial and appellate levels incurred or paid by Lender in protecting its interest in the Rochester 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. All rights, powers and remedies provided in this Assignment may be exercised only to the extent that the exercise thereof does not violate any applicable provisions of law and are intended to be limited to the extent necessary so that they will not render this Assignment invalid, unenforceable or not entitled to be recorded, registered or filed under the provisions of any applicable law. If any term of this Assignment or any application thereof shall be invalid or unenforceable, this Assignment shall be construed

without such invalid or unenforceable term or the application thereof, and the remainder of this Assignment and any other application of the term shall not be affected thereby.

Section 5.5 GOVERNING LAW. WITH RESPECT TO MATTERS RELATING TO THE CREATION, PERFECTION AND PROCEDURES RELATING TO THE ENFORCEMENT OF LIENS CREATED PURSUANT TO THIS ASSIGNMENT, **THIS ASSIGNMENT SHALL BE GOVERNED, CONSTRUED, APPLIED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF MICHIGAN, IT BEING UNDERSTOOD THAT, EXCEPT AS EXPRESSLY SET FORTH ABOVE IN THIS PARAGRAPH AND THE FULLEST EXTENT PERMITTED BY THE LAWS OF THE STATE OF MICHIGAN, THIS ASSIGNMENT SHALL BE GOVERNED, CONSTRUED, APPLIED AND ENFORCED IN ACCORDANCE WITH THE SUBSTANTIVE LAWS OF THE STATE OF ARIZONA WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES, AND ROCHESTER BORROWER AND LENDER (BY ITS ACCEPTANCE HEREOF) AGREE THAT THE PROPER VENUE FOR ANY MATTERS IN CONNECTION HERewith SHALL BE IN THE STATE OR FEDERAL COURTS LOCATED IN MICHIGAN OR ARIZONA, AS LENDER MAY ELECT AND ROCHESTER BORROWER HEREBY SUBMITS ITSELF TO THE JURISDICTION OF SUCH COURTS FOR THE PURPOSE OF ADJUDICATING ANY MATTERS RELATED TO THE LOAN.**

Section 5.6 TERMINATION OF ASSIGNMENT. Upon payment in full of the Debt and performance of the Other Obligations in full when they are required to be performed, (i) this Assignment shall become and be void and of no effect, and (ii) promptly upon Rochester Borrower's request, Lender shall execute a termination or release of this Assignment and cause an executed original of such termination or release in recordable form and any other document reasonably requested by Rochester Borrower in connection with the termination or release of this Assignment to be delivered to Rochester Borrower, in each case, at the sole cost and expense of Rochester Borrower. Rochester Borrower shall pay Lender's actual costs incurred in terminating or releasing this Assignment.

Section 5.7 NOTICES. All notices or other written communications hereunder shall be delivered in accordance with Section 12.6 of the Loan Agreement.

Section 5.8 WAIVER OF TRIAL BY JURY. **ROCHESTER BORROWER AND LENDER (BY ITS ACCEPTANCE HEREOF) 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 THE LOAN EVIDENCED BY THE NOTE, THE APPLICATION FOR THE LOAN EVIDENCED BY THE NOTE, THIS ASSIGNMENT, THE NOTE, THE OTHER LOAN DOCUMENTS, OR ANY ACTS OR OMISSIONS OF LENDER, ITS OFFICERS, EMPLOYEES, DIRECTORS, OR AGENTS IN CONNECTION THEREWITH.**

Section 5.9 RECOURSE. The provisions of Section 12.20 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 5.10 MICHIGAN INSERT. The assignment of rents, income, issues, revenues and profits granted herein is made pursuant to, and includes, but is not limited to, all rights conferred by M.C.L.A. 554.1051, et seq and pursuant to Act No. 66 of the Michigan Public Acts of 1956 (M.C.L.A. 565.81, et seq.) (collectively and as they may be amended from time-to-time, the "**Assignment Statutes**") such assignment shall run with the land and be good and valid as against Borrower and those claiming by, under or through Borrower, from the date of recording of this Assignment. Such assignment shall continue to be operative during the foreclosure or any other proceedings taken to enforce this Assignment. In the event of a foreclosure sale which results in a deficiency, this assignment shall stand as security during the redemption period for the payment of such deficiency. Such assignment is given as collateral security only and does not and shall not be construed as obligating Lender to perform any of the covenants or undertakings required to be performed by Borrower as landlord, under or pursuant to any Leases.

Section 5.11 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.

[NO FURTHER TEXT ON THIS PAGE]

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

1135 WEST UNIVERSITY DRIVE LLC,
a Delaware limited liability company

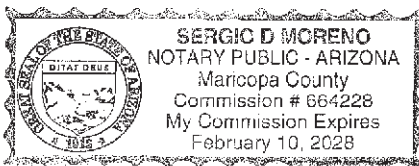
By: [Signature]
Name: Matthew Mason
Title: Authorized Person

ACKNOWLEDGMENT

STATE OF Arizona)
COUNTY OF Maricopa) SS.

I, Sergio D. Moreno a Notary Public in and for and residing in said County and State, DO HEREBY CERTIFY THAT Matthew Mason, the Authorized Person of 1135 West University Drive LLC, a Delaware limited liability company, personally known to me, or proved to me on the basis of satisfactory evidence, to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he/she signed and delivered said instrument as his/her own free voluntary act and deed and as the free and voluntary act and deed of said limited liability companies for the uses and purposes therein set forth.

Given my hand and notarial seal this 20 day of June, 2025.



[Signature]
Notary Public
NAME: SERGIO D. MORENO
My Commission Expires: 02/10/2028

2/10/2028

THIS DOCUMENT WAS PREPARED BY, AND AFTER RECORDING, RETURN TO:

Dorsey & Whitney LLP
2325 E. Camelback Rd., Ste. 900
Phoenix, Arizona 85016
Attention: Kathryn M. Moore, Esq.

Signature Page to Amended and Restated Assignment of Leases and Rents

IN WITNESS WHEREOF, THIS AMENDED AND RESTATED ASSIGNMENT OF LEASES AND RENTS has been executed by Lender as of the day and year first above written.

LENDER:

BMO BANK N.A., a national banking association

By: _____

Name: Joseph Dominguez

Title: Director

ACKNOWLEDGMENT

STATE OF Illinois)
) ss.
COUNTY OF Cook)

I, Tasha Underwood, a Notary Public in and for and residing in said County and State, DO HEREBY CERTIFY THAT Joseph Dominguez, the Director of BMO BANK N.A., personally known to me, or proved to me on the basis of satisfactory evidence, to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he/she signed and delivered said instrument as his/her own free voluntary act and deed and as the free and voluntary act and deed of said limited liability company for the uses and purposes therein set forth.

Given my hand and notarial seal this 9 day of June, 2025.



Notary Public

NAME: TASHA UNDERWOOD

My Commission Expires:

3-9-27

3/9/2027

EXHIBIT A**LEGAL DESCRIPTION OF ROCHESTER PROPERTY**

Tract A:

As-Built Area "A": PT 15-15-101-003

Land in the Northwest 1/4 of Section 15, Town 3 North, Range 11 East, Avon Township (now City of Rochester Hills), Oakland County, Michigan, described as follows: Commencing at the Northwest corner of said Section 15; thence East along the North line of said Section, 704.02 feet; thence South 02 degrees 18 minutes 20 seconds West 795.31 feet; thence East 76.83 feet to the Point of Beginning; thence North 89 degrees 55 minutes 21 seconds East 112.99 feet; thence South 00 degrees 01 minute 49 seconds East 204.08 feet; thence South 89 degrees 58 minutes 51 seconds West 124.87 feet; thence North 00 degrees 01 minute 49 seconds West 50.17 feet; thence North 89 degrees 55 minutes 21 seconds East 11.88 feet; thence North 00 degrees 01 minute 49 seconds West 153.78 feet to the Point of Beginning.

Tract B:

As-Built Area "B": PT 15-15-101-003

Land in the Northwest 1/4 of Section 15, Town 3 North, Range 11 East, Avon Township (now City of Rochester Hills), Oakland County, Michigan, described as follows: Commencing at the Northwest corner of said Section 15; thence East along the North line of said Section, 704.02 feet; thence South 02 degrees 18 minutes 20 seconds West 999.45 feet; thence East 73.27 feet to the Point of Beginning; thence North 89 degrees 58 minutes 51 seconds East 124.87 feet; thence South 00 degrees 01 minute 49 seconds East 264.50 feet; thence North 89 degrees 58 minutes 59 seconds West 112.99 feet; thence North 00 degrees 01 minute 49 seconds West 153.78 feet; thence North 89 degrees 58 minutes 59 seconds West 11.88 feet; thence North 00 degrees 01 minute 49 seconds West 61.10 feet; thence South 89 degrees 58 minutes 59 seconds East 11.88 feet; thence North 00 degrees 01 minute 49 seconds West 38.63 feet; thence South 89 degrees 55 minutes 21 seconds West 11.88 feet; thence North 00 degrees 01 minute 49 seconds West 10.93 feet to the Point of Beginning.

Tract C: PT 15-15-601-002

Non-exclusive easements, as created, limited and defined on that certain Easement Agreement recorded in Liber 35013, Page 211, Oakland County records.

Tract D: PT 15-15-601-001

Non-exclusive easements, as set forth in the document entitled "Easement Agreement" recorded March 25, 1974, as Liber 6264, Page 76 and Corrected Easement Agreement recorded in Liber 6431, Page 498 of Official Records.

Tract E:

Non-exclusive easements, as set forth in the document entitled "Easement Agreement (Shared Lobby)" recorded June 17, 2013, as Liber 45933, Page 462 of Official Records.