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Book 1634 Pages 376-384 \$40.00
30-Dec-19 12:35
BRENDA MCDONALD
RECORDER, UINTAH COUNTY, UTAH
FIRST AMERICAN TITLE INSURANCE COMPANY - NCS SALT LAKE
215 SOUTH STATE STREET, SUITE 380, SALT LAKE CITY, UTAH 84111
Rec By: Chery Bolton, Deputy Recorder
Electronic Recording

Tax Serial Number: 05:052:0204

Ent 2019008388
Book 1634 Pg 376

WHEN RECORDED MAIL TO:

Goldman Sachs Bank USA,
a New York chartered bank
c/o Genesis Capital, LLC
ATTENTION: LENDING DEPARTMENT
15303 Ventura Boulevard, Suite 700,
Sherman Oaks, CA 91403
(818) 661-1778

First American Title
National Commercial Services
NCS File # 968808

FOR RECORDER'S USE ONLY

Loan No.: G19120646

ASSIGNMENT OF LEASES AND RENTS

THIS ASSIGNMENT OF LEASES AND RENTS ("Assignment") dated 12/27/2019, is made and executed by VERNAL VENTURES II LLC, a Florida limited liability company, whose address is 701 West Broad Street, Bethlehem, Pennsylvania 18018 and Glemser Bethlehem Property, LP, a Pennsylvania limited partnership whose address is 60 West Broad Street, Suite 300, Bethlehem, Pennsylvania 18018 (referred to below as "Grantor") in favor of Goldman Sachs Bank USA, a New York chartered bank, whose address is: c/o Genesis Capital, LLC, 15303 Ventura Boulevard, Suite 700, Sherman Oaks, CA 91403, (referred to below as "Lender").

ASSIGNMENT. For valuable consideration, Grantor hereby assigns, grants a continuing security interest in, and conveys to Lender all of Grantor's right, title, and interest in and to the Leases and Rents (each, as defined below) from the following described Property located in Uintah County, State of Utah:

See EXHIBIT A, which is attached to this Assignment and made a part of this Assignment as if fully set forth herein.

The Property or its address is commonly known as 200 East 600 South, Vernal, UT 84078.

The Property tax identification number is 05:052:0204.

THIS ASSIGNMENT IS GIVEN TO SECURE (A) PAYMENT THE INDEBTEDNESS AND (B) PAYMENT AND PERFORMANCE OF ANY AND ALL OBLIGATIONS OF THE GRANTOR UNDER THE LOAN AGREEMENT, THE NOTE, THE LOAN DOCUMENTS, AND THIS ASSIGNMENT. ANY EVENT OF DEFAULT UNDER THE LOAN AGREEMENT, OR ANY OF THE LOAN DOCUMENTS REFERRED TO THEREIN, SHALL ALSO BE AN EVENT OF DEFAULT UNDER THIS ASSIGNMENT. THIS ASSIGNMENT IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Assignment, Grantor shall pay to Lender all amounts secured by this Assignment as they become due, and shall strictly and in a timely manner perform all of Grantor's obligations under the Loan Agreement, the Note, this Assignment, and the Loan Documents. Unless and until Lender exercises its right to collect the Leases and Rents as provided below and so long as there is no default under this Assignment or any of the other Loan Documents, Grantor may remain in possession and control of and operate and manage the Property and collect the Leases and Rents, provided that the granting of the right to collect the Leases and Rents shall not constitute Lender's consent to the use of cash collateral in a bankruptcy proceeding.

GRANTOR'S REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE LEASES AND RENTS. With respect to the Leases and Rents, Grantor represents and warrants to Lender that:

Ownership. Grantor is entitled to receive the Leases and Rents free and clear of all rights, loans, liens, encumbrances, and claims except as disclosed to and accepted by Lender in writing.

Right to Assign. Grantor has the full right, power and authority to enter into this Assignment and to assign and convey the Leases and Rents to Lender.

No Prior Assignment. Grantor has not previously assigned or conveyed the Leases and Rents to any other person by any instrument now in effect.

No Further Transfer. Grantor will not sell, assign, encumber, or otherwise dispose of any of Grantor's rights in the Leases and Rents except as provided in this Assignment or in the other Loan Documents.

LENDER'S RIGHT TO COLLECT LEASES AND RENTS. Lender shall have the right at any time, and even though no default shall have occurred under this Assignment, to collect and receive the Leases and Rents. For this purpose, Lender is hereby given and granted the following rights, powers and authority:

Notice to Tenants. Lender may send notices to any and all tenants of the Property advising them of this Assignment and directing all Leases and Rents to be paid directly to Lender or Lender's agent. Grantor hereby irrevocably authorizes and directs the tenants of the Property to rely upon and comply with any notice or demand by Lender for the payment to Lender of any Rents, or for the performance of any of the tenant's undertakings under the Leases, and the tenants shall have no right or duty to inquire as to whether any Event of Default has actually occurred or is then existing hereunder. Grantor hereby relieves the tenants and others from any liability to Grantor by reason of relying upon and complying with any such notice or demand by Lender.

Enter the Property. Lender may enter upon and take possession of the Property; demand, collect and receive from the tenants or from any other persons liable therefor, all of the Leases and Rents; institute and carry on all legal proceedings necessary for the protection of the Property, including such proceedings as may be necessary to recover possession of the Property; collect the Leases and Rents and remove any tenant or tenants or other persons from the Property.

Maintain the Property. Lender may enter upon the Property to maintain the Property and keep the same in repair; to pay the costs thereof and of all services of all employees, including their equipment, and of all continuing costs and expenses of maintaining the Property in proper repair and condition, and also to pay all taxes, assessments and water utilities, and the premiums on fire and other insurance effected by Lender on the Property.

Compliance with Laws. Lender may do any and all things to execute and comply with the laws of the State where the Property is located and also all other laws, rules, orders, ordinances and requirements of all other governmental agencies affecting the Property.

Lease the Property. Lender may rent or lease the whole or any part of the Property for such term or terms and on such conditions as Lender may deem appropriate.

Employ Agents. Lender may engage such agent or agents as Lender may deem appropriate, either in Lender's name or in Grantor's name, to rent and manage the Property, including the collection and application of Leases and Rents.

Other Acts. Lender may do all such other things and acts with respect to the Property as Lender may deem appropriate and may act exclusively and solely in the place and stead of Grantor and to have all of the powers of Grantor for the purposes stated above.

No Requirement to Act. Lender shall not be required to do any of the foregoing acts or things, and the fact that Lender shall have performed one or more of the foregoing acts or things shall not require Lender to do any other specific act or thing. Without limitation of the foregoing, the assignment set forth above shall not cause Lender to be: (a) a mortgagee in possession (in the absence of taking actual possession of the Property by Lender); (b) responsible or liable for the control, care, management or repair of the Property or for performing any of the terms, agreements, undertakings, obligations, representations, warranties, covenants and conditions of the Leases or under other agreements pertaining to the operation or management of the Property; or (c) responsible or liable for any waste committed on the Property by any persons under any of the Leases for any dangerous or defective condition of the Property; or for any negligence in the management, upkeep, repair or control of the Property resulting in loss or injury or death to any lessee, licensee, employee, occupant, invitee or other person. Lender shall not directly or indirectly be liable to Grantor or any other person as a consequence of: (i) the exercise or failure to exercise any of the rights, remedies or powers granted to Lender hereunder; or (ii) the failure or refusal of Lender to perform or discharge any obligation, duty or liability of Grantor arising under any of the Leases.

APPLICATION OF LEASES AND RENTS. All costs and expenses incurred by Lender in connection with the Property shall be for Grantor's account and Lender may pay such costs and expenses from the Leases and Rents. Lender, in its sole discretion, shall determine the application of any and all Leases and Rents received by it; however, any such Leases and Rents received by Lender which are not applied to such costs and expenses shall be applied to the Indebtedness. All expenditures made by Lender under this Assignment shall become a part of the Indebtedness secured by this Assignment, and shall be payable on demand, with interest at the Note rate from date of expenditure until paid.

FULL PERFORMANCE. If Grantor pays all of the Indebtedness when due and otherwise performs all the obligations imposed upon Grantor under this Assignment, the Loan Agreement, the Note, and the other Loan Documents, following Grantor's payment in full of the Indebtedness, Lender shall execute and deliver to Grantor a suitable release of this Assignment. Any termination fee required by law shall be paid by Grantor, if permitted by applicable law.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Grantor fails to comply with any provision of this Assignment or any Loan Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Assignment or any Loan Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Leases and Rents or the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the Default Rate from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the

Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. This Assignment also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon an Event of Default.

EVENTS OF DEFAULT. Each of the following, at Lender's option, shall constitute an Event of Default under this Assignment:

Payment Default. Any regular monthly payment under the Note is not paid when due, or any other amount secured by the Loan Documents (including but not limited to any payment of principal or interest due on the Maturity Date, as defined in the Note, any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien) is not paid so that it is received by Lender when due.

Other Defaults. Grantor fails to comply with or to perform any term, obligation, covenant or condition contained in this Assignment that is not otherwise listed as an Event of Default hereunder (a "General Default").

Cross Default. A default (following the expiration of all applicable notice and cure periods) occurs under any of the other Loan Documents.

Indebtedness; Liens; Sale or Transfer. (1) Except for trade debt incurred in the normal course of business and indebtedness to Lender contemplated by the Deed of Trust or the Loan Agreement, if Grantor creates, incurs or assumes indebtedness for borrowed money, including capital leases, (2) if Grantor engages in any Sale or Transfer (as defined in the Deed of Trust), (3) if Grantor sells with recourse any of Grantor's accounts, except to Lender, (4) if Grantor grants any junior or senior security interest in, or mortgage of, all or any portion of the Property, or (5) if Grantor enters into any agreement with any Person other than Lender that prohibits Grantor from granting any security interest in, or mortgage of, all or any portion of the Property.

Default in Favor of Third Parties. Should Grantor default under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Grantor's property or Grantor's ability to repay the Indebtedness or Grantor's ability to perform Grantor's obligations under the Loan Agreement, this Assignment or any of the other Loan Documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by Grantor or on Grantor's behalf under the Loan Agreement, this Assignment or the Loan Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Defective Collateralization. This Assignment, the Loan Agreement or any of the Loan Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Death or Dissolution. The dissolution of Grantor (regardless of whether election to continue is made), or if any member, partner or equity holder withdraws from Grantor, or any other termination of Grantor's existence as a going business or the death of any member, partner or equity holder of Grantor.

Bankruptcy of Insolvency. The insolvency of Grantor, or the appointment of a receiver for any part of Grantor's property, or Grantor makes any assignment for the benefit of creditors, or Grantor engages in any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor (any of the foregoing, a "Bankruptcy Default").

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any governmental agency against any collateral securing the Loan. This includes a garnishment of any of Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Breach of Other Agreement. Any breach by Grantor under the terms of any other agreement between Grantor and Lender, or any Affiliate of Grantor and Lender, that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Grantor to Lender, whether existing now or later.

Condemnation. All or any material portion of the Collateral is condemned, seized, or appropriated without compensation, and Grantor does not within thirty (30) days after such condemnation, seizure, or appropriation, initiate and diligently prosecute appropriate action to contest in good faith the validity of such condemnation, seizure, or appropriation.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty, or if any guarantor of the Loan is a corporation, trust, partnership or limited liability company, the liquidation, termination or dissolution of any such organization, or the merger or consolidation of such organization into another entity, or its ceasing to carry on actively its present business or the appointment of a receiver for its property.

Judgment. A judgment or judgments for the payment of money rendered against the Grantor or any Guarantor in excess of \$50,000.00 in the aggregate, and any such judgment remains unsatisfied and in effect for any period of thirty (30) consecutive days without a stay of execution.

Lien. Any lien (including mechanics lien) is issued or levied on all or any portion of the Property and Grantor has not cured within fourteen (14) days.

Adverse Change A material adverse change occurs in Grantor's or Guarantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

Insecurity. Lender in good faith believes itself insecure.

Right to Cure. If any General Default is curable and if Grantor has not been given a notice of a similar General Default within the preceding six (6) months, it may be cured if Grantor, after Lender sends written notice to Grantor demanding cure of such General Default: (1) cure the General Default within five (5) days; or (2) if the cure requires more than five (5) days, immediately initiate steps which Lender deems in Lender's sole discretion to be sufficient to cure the General Default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical; provided that under no circumstances shall Grantor have more than thirty (30) days to cure any General Default.

RIGHTS AND REMEDIES ON DEFAULT. If an Event of Default occurs under this Assignment and at any time thereafter, Lender may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

Accelerate Indebtedness. Lender shall have the right at its option without notice to Grantor to declare the entire Indebtedness immediately due and payable, including any prepayment fee that Grantor would be required to pay; provided, however, that, notwithstanding the foregoing, if a

Bankruptcy Default occurs, then the Indebtedness shall immediately become due and payable without the giving of any notice or other action by Lender.

Collect Leases and Rents. Lender shall have the right, without notice to Grantor, to take possession of the Property and collect the Leases and Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender shall have all the rights provided for in the Lender's Right to Receive and Collect Leases and Rents Section, above. If the Leases and Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact, coupled with an interest, to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

Appoint Receiver. Lender shall have the right, without notice to any person, to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to complete any unfinished construction on the Property, to operate the Property preceding foreclosure or sale, and to collect the Leases and Rents from the Property and to sell the Property and apply the proceeds of such Leases and Rents and sale, over and above the cost of the receivership, against the Indebtedness. Grantor hereby waives any requirement that the receiver be impartial and disinterested as to all of the parties and agrees that employment by Lender shall not disqualify a person from serving as a receiver.

Other Remedies. Lender shall have any other right or remedy provided in this Assignment, the Note, the Loan Agreement, the other Loan Documents or available at law or in equity.

Election of Remedies. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Assignment, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Assignment, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, Grantor shall pay upon demand all of Lender's costs and expenses, including Lender's attorneys' fees and Lender's legal expenses incurred in connection with the enforcement of this Assignment. Expenses covered by this paragraph include, without limitation, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees and title insurance, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Assignment:

Amendments. This Assignment, together with any Loan Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Assignment. No alteration of or amendment to this Assignment shall be effective unless given in writing and signed by Grantor and Lender.

Arbitration; Jury Waiver. Grantor and, by its acceptance hereof, Lender agree that all disputes, claims and controversies between them whether individual, joint, or class in nature, arising from this Assignment or otherwise, including without limitation contract and tort disputes, shall be arbitrated pursuant to the Rules of the American Arbitration Association in effect at the time the claim is filed, upon request of either party; provided, however, in the event of an Event of Default by Grantor, Lender shall have the unilateral right to exercise its remedies in its sole and absolute discretion, and under such circumstances, Lender can choose in its sole discretion to pursue arbitration or not and Grantor hereby waives any right to enforce the arbitration provisions of this Assignment if contrary to the choice of Lender. No act by or on behalf of Lender to exercise rights and remedies with respect to the Collateral in the event of an Event of Default by Grantor (including any action to take, foreclosure upon, realize upon or dispose of any Collateral) shall constitute a waiver of this arbitration agreement or be prohibited by this arbitration agreement. This includes, without limitation, obtaining injunctive relief or a temporary restraining order; invoking a power of sale under any deed of trust or mortgage; obtaining a writ of attachment or imposition of a receiver; or exercising any rights relating to personal property, including taking or disposing of such property with or without judicial process pursuant to Article 9 of the Uniform Commercial Code. Any disputes, claims, or controversies concerning the lawfulness or reasonableness of any act, or exercise of any right, concerning the Property, including any claim to rescind, reform, or otherwise modify any agreement relating to the Property, shall also be arbitrated, provided however that no arbitrator shall have the right or the power to enjoin or restrain any act of any party. Grantor and Lender agree that in the event of an action for judicial foreclosure pursuant to California Code of Civil Procedure Section 726, or any similar provision in any other state, the commencement of such an action will not constitute a waiver of the right to arbitrate and the court shall refer to arbitration as much of such action, including counterclaims, as lawfully may be referred to arbitration. Judgment upon any award rendered by any arbitrator may be entered in any court having jurisdiction. Nothing in this Assignment shall preclude any party from seeking equitable relief from a court of competent jurisdiction. The statute of limitations, estoppel, waiver, laches, and similar doctrines which would otherwise be applicable in an action brought by a party shall be applicable in any arbitration proceeding, and the commencement of an arbitration proceeding shall be deemed the commencement of an action for these purposes. The Federal Arbitration Act shall apply to the construction, interpretation, and enforcement of this arbitration provision. Any arbitration, judicial reference or trial by a judge of any dispute, claim or controversy between the parties hereto will take place on an individual basis without resort to any form of class or representative action (the "Class Action Waiver"). Regardless of anything else in this Section, the validity and effect of the Class Action Waiver may be determined only by a court or referee and not by an arbitrator. Grantor and, by its acceptance hereof, Lender acknowledge that the Class Action Waiver is material and essential to the arbitration of any disputes between the parties and is nonseverable from the agreement to arbitrate all disputes, claims and controversies between the parties. If the Class Action Waiver is limited, voided or found unenforceable, then the parties' agreement to arbitrate shall be null and void with respect to such proceeding, subject to the right to appeal the limitation or invalidation of the Class Action Waiver. Grantor and, by its acceptance hereof, Lender acknowledge and agree that under no circumstances will a class action be arbitrated. WITHOUT INTENDING IN ANY WAY TO LIMIT THIS DISPUTE RESOLUTION PROVISION, GRANTOR AND, BY ITS ACCEPTANCE HEREOF, LENDER WAIVE TRIAL BY JURY IN RESPECT OF ANY AND ALL "DISPUTES" AND ANY ACTION ON ANY "DISPUTE." THIS WAIVER SHALL APPLY TO THE EXTENT ANY "DISPUTE" IS NOT SUBMITTED TO JUDICIAL REFERENCE OR ARBITRATION, OR IS DEEMED BY THE ARBITRATOR, REFEREE OR ANY COURT WITH JURISDICTION TO BE NOT REQUIRED TO BE DETERMINED BY JUDICIAL REFERENCE OR ARBITRATION, OR NOT SUSCEPTIBLE OF BEING SO DETERMINED. THIS WAIVER IS KNOWINGLY, WILLINGLY AND VOLUNTARILY MADE BY THE PARTIES AND THE PARTIES HEREBY REPRESENT THAT NO REPRESENTATIONS OF FACT OR OPINION HAVE BEEN MADE BY ANY PERSON OR ENTITY TO INDUCE THIS WAIVER OF TRIAL BY JURY OR TO IN ANY WAY MODIFY OR NULLIFY ITS EFFECT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THE LOAN DOCUMENTS. THE PARTIES ARE EACH HEREBY AUTHORIZED TO FILE

A COPY OF THIS SECTION IN ANY PROCEEDING AS CONCLUSIVE EVIDENCE OF THIS WAIVER OF JURY TRIAL. GRANTOR FURTHER REPRESENTS AND WARRANTS THAT IT HAS BEEN REPRESENTED IN THE SIGNING OF THIS ASSIGNMENT AND IN THE MAKING OF THIS WAIVER BY INDEPENDENT LEGAL COUNSEL, OR HAS HAD THE OPPORTUNITY TO BE REPRESENTED BY INDEPENDENT LEGAL COUNSEL SELECTED OF ITS OWN FREE WILL, AND THAT IT HAS HAD THE OPPORTUNITY TO DISCUSS THIS WAIVER WITH COUNSEL. WHETHER THE CLAIM IS DECIDED BY ARBITRATION, BY JUDICIAL REFERENCE, OR BY TRIAL BY A JUDGE, THE PARTIES AGREE AND UNDERSTAND THAT THE EFFECT OF THIS ASSIGNMENT IS THAT THEY ARE GIVING UP THE RIGHT TO TRIAL BY JURY TO THE EXTENT PERMITTED BY LAW.

Waiver of Homestead Exemption. Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Utah as to all indebtedness secured by this Assignment.

Caption Headings. Caption headings in this Assignment are for convenience purposes only and are not to be used to interpret or define the provisions of this Assignment.

Merger. There shall be no merger of the interest or estate created by this assignment with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Governing Law. This Assignment was accepted by Lender in the state of California, which state the parties agree has a substantial relationship to the parties and to the underlying transaction embodied hereby. Accordingly, in all respects, including, without limiting the generality of the foregoing, matters of construction, validity, enforceability and performance, this Assignment and the other Loan Documents and the obligations arising hereunder and thereunder shall be governed by, and construed in accordance with, the laws of the state of California applicable to contracts made and performed in such state and any applicable law of the United States of America, except that at all times the provisions for the foreclosure of liens under the Deed of Trust and the creation, perfection and enforcement of the security interests created pursuant thereto and pursuant to the other Loan Documents in any Collateral which is located in the state in which the Property is located shall be governed by and construed according to the law of the state where the Property is located. Except as provided in the immediately preceding sentence, Grantor hereby unconditionally and irrevocably waives, to the fullest extent permitted by law, any claim to assert that the law of any other jurisdiction governs this Assignment and the other Loan Documents.

Jurisdiction. ANY CLAIM OR ACTION ARISING UNDER THIS ASSIGNMENT OR THE OTHER LOAN DOCUMENTS MAY, AT HOLDER'S OPTION, BE INSTITUTED IN ANY FEDERAL OR STATE COURT IN THE STATE OF CALIFORNIA, AND BORROWER WAIVES ANY OBJECTIONS WHICH IT MAY NOW OR HEREAFTER HAVE BASED ON VENUE AND/OR FORUM NON CONVENIENS OF ANY SUCH SUIT, ACTION OR PROCEEDING, AND BORROWER HEREBY IRREVOCABLY SUBMITS TO THE JURISDICTION OF ANY SUCH COURT IN ANY SUIT, ACTION OR PROCEEDING.

Interpretation. (1) In all cases where there is more than one Grantor or Grantor, then all words used in this Assignment in the singular shall be deemed to have been used in the plural where the context and construction so require; (2) if more than one person signs this Assignment as "Grantor," the obligations of each Grantor are joint and several; this means that if Lender brings a lawsuit, Lender may sue any one or more of the Grantors; (3) the names given to paragraphs or sections in this Assignment are for convenience purposes only, and they are not to be used to interpret or define the provisions of this Assignment.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Assignment unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Assignment shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Assignment. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Assignment, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Notices. Any notice required to be given under this Assignment shall be given in writing, and shall be effective when actually delivered, when sent by electronic mail prior to 5:00 p.m. (Pacific Standard Time or Pacific Daylight Time as applicable, on a Business Day) (unless otherwise required by law) provided that a copy is simultaneously sent by one of the other permitted means of giving notice set forth in this section, or one (1) Business Day after being deposited with a nationally recognized overnight courier, directed to the addresses shown near the beginning of this Assignment. Grantor requests that copies of any notices of default and sale be directed to Grantor's address shown near the beginning of this Assignment. All copies of notices of foreclosure from the holder of any lien which has priority over this Assignment shall be sent to Lender's address, as shown near the beginning of this Assignment. Any party may change its address for notices under this Assignment by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address in accordance with the terms of this paragraph. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

Powers of Attorney. The various agencies and powers of attorney conveyed on Lender under this Assignment are granted for purposes of security and may not be revoked by Grantor until such time as the same are renounced by Lender.

Severability. If a court of competent jurisdiction finds any provision of this Assignment to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Assignment. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Assignment shall not affect the legality, validity or enforceability of any other provision of this Assignment.

Successors and Assigns. Subject to any limitations stated in this Assignment on transfer of Grantor's interest, this Assignment shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Assignment and the Indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Assignment or liability under the Indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Assignment.

Joint and Several. If Grantor constitutes more than one individual or entity, the representations, covenants, warranties and obligations of Grantor or hereunder are joint and several with respect to each individual or entity.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Assignment. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms not otherwise defined in this Assignment shall first have the meanings attributed to such terms in the Loan Agreement, and if not defined in the Loan Agreement, in the Uniform Commercial Code. Words and terms not otherwise defined in this Assignment shall have the meanings attributed to such terms in the Uniform Commercial Code:

Affiliate. The word "Affiliate" means any Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with Grantor, or that has a common guarantor with Grantor. "Control," for purposes of this definition, means direct or indirect ownership or control of more than five percent (5%) of the voting interests of the subject entity. "Person," for purposes of this definition, means any natural person, corporation, limited liability company, trust, joint venture, association, company, partnership, governmental authority or other entity.

Assignment. The word "Assignment" means this ASSIGNMENT OF LEASES AND RENTS, as this ASSIGNMENT OF LEASES AND RENTS may be amended or modified from time to time, together with all exhibits and schedules attached to this ASSIGNMENT OF LEASES AND RENTS from time to time.

Collateral. The word "Collateral" means all property and assets granted as collateral security for a Loan, whether real or personal property, whether granted directly or indirectly, whether granted now or in the future, and whether granted in the form of a security interest, mortgage, collateral mortgage, deed of trust, assignment, pledge, crop pledge, chattel mortgage, collateral chattel mortgage, chattel trust, factor's lien, equipment trust, conditional sale, trust receipt, lien, charge, lien or title retention contract, lease or consignment intended as a security device, or any other security or lien interest whatsoever, whether created by law, contract, or otherwise.

Deed of Trust. The words "Deed of Trust" mean the Deed of Trust, dated as of even date herewith, by Grantor to First American Title Insurance Company for the benefit of Lender, and recorded substantially concurrently with this Assignment in the real property records of Uintah County, Utah, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the agreement.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Assignment in the Events of Default section of this Assignment.

Grantor. The word "Grantor" means VERNAL VENTURES II LLC, a Florida limited liability company and Glemser Bethlehem Property, LP, a Pennsylvania limited partnership and includes all co-signers and co-makers signing the Note and their successors and assigns.

Guarantor. The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the Indebtedness.

Guaranty. The word "Guaranty" means the guaranty from Guarantor to Lender, including without limitation a guaranty of all or any part of the Indebtedness.

Leases and Rents. The words "Leases and Rents" mean all of Grantor's present and future rights, title and interest in, to and under any and all present and future leases, including, without limitation, all rents, revenue, income, issues, royalties, bonuses, accounts receivable, cash or security deposits, advance rentals, profits and proceeds from the Property, and other payments and benefits derived or to be derived from such leases of every kind and nature, whether due now or later, including without limitation Grantor's right to enforce such leases and to receive and collect payment and proceeds thereunder.

Lender. The word "Lender" means Goldman Sachs Bank USA, a New York chartered bank, and its successors and/or assigns.

Loan Agreement. The words "Loan Agreement" mean the Business Loan Agreement, dated as of 12/27/2019, by Grantor and Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the agreement.

Loan Documents. The words "Loan Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

Note. The word "Note" means the promissory note dated 12/27/2019, in the original principal amount of \$2,923,200.00 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement and all other promissory notes from Grantor to Lender entered into pursuant to the Loan Agreement, as such promissory notes may be renewed, extended, modified, refinanced, consolidated or substituted.

Property. The word "Property" means all of Grantor's right, title and interest in and to all the Property as described in the "Assignment" section of this Assignment.

[signature page follows]

THE UNDERSIGNED ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS ASSIGNMENT, AND NOT PERSONALLY BUT AS AN AUTHORIZED SIGNER, HAS CAUSED THIS ASSIGNMENT TO BE SIGNED AND EXECUTED ON BEHALF OF GRANTOR ON 12/27/2019.

GRANTOR:

VERNAL VENTURES II LLC, a Florida limited liability company

By: DLP Capital Partners LLC, a Delaware limited liability company, its Manager

By: DLP Real Estate Capital Inc., a Florida corporation, its Manager

By: _____
Donald Wenner, President

Glemser Bethlehem Property, LP, a Pennsylvania limited partnership

By: VERNAL VENTURES LLC, a Florida limited liability company, its Authorized Signatory

By: DLP Capital Partners LLC, a Delaware limited liability company, its Manager

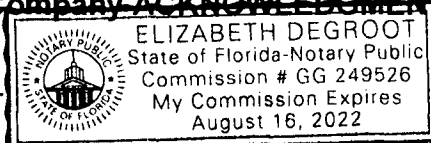
By: DLP Real Estate Capital Inc., a Florida corporation, its Manager

By: _____
Donald Wenner, President

Limited Liability Company ACKNOWLEDGMENT

STATE OF FLORIDA

COUNTY OF SI. JOHNS



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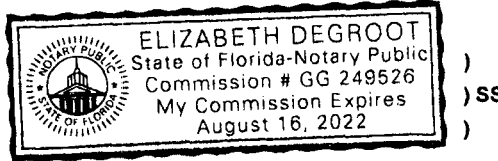
On this 27th day of DECEMBER, 2019, before me, the undersigned Notary Public, personally appeared **Donald Wenner, President of DLP Real Estate Capital Inc., a Florida corporation, said entity being the Manager of DLP Capital Partners LLC, a Delaware limited liability company, said entity being the Manager of VERNAL VENTURES II LLC, a Florida limited liability company,** and known to me to be a **President** of the limited liability company that executed the ASSIGNMENT OF LEASES AND RENTS and acknowledged the Assignment to be the free and voluntary act and deed of the limited liability company, by authority of statute, its articles of organization or its operating agreement, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Assignment and in fact executed the Assignment on behalf of the limited liability company.

By _____
Notary Public In and for the State of FL

Residing at Si. Johns County P
My commission expires 8/16/22

Limited Liability Company ACKNOWLEDGMENT

STATE OF Florida
COUNTY OF St. Johns



On this 27th day of December, 2017, before me, the undersigned Notary Public, personally appeared **Donald Wenner, President of DLP Real Estate Capital Inc., a Florida corporation, said entity being the Manager of DLP Capital Partners LLC, a Delaware limited liability company, said entity being the Manager of VERNAL VENTURES LLC, a Florida limited liability company, said entity being the Authorized Signatory of Glemser Bethlehem Property, LP, a Pennsylvania limited partnership, and known to me to be a President of the limited liability company that executed the ASSIGNMENT OF LEASES AND RENTS and acknowledged the Assignment to be the free and voluntary act and deed of the limited liability company, by authority of statute, its articles of organization or its operating agreement, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Assignment and in fact executed the Assignment on behalf of the limited liability company.**

By [Signature]
Notary Public in and for the State of FL

Residing at ST. JOHNS COUNTY FL
My commission expires 8/16/22

Exhibit "A"

Legal Description

Real property in the City of Vernal, County of Uintah, State of Utah, described as follows:

PARCEL 1:

LOT 4 OF ASHLEY CREEK VILLAGE SUBDIVISION, VERNAL CITY, UINTAH COUNTY, UTAH, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE OFFICE OF THE UINTAH COUNTY RECORDER.

PARCEL 1A:

THE EASEMENTS BENEFITING AND APPURTENANT TO THE ABOVE DESCRIBED PARCEL 1, GRANTED PURSUANT TO THAT CERTAIN RECIPROCAL EASEMENT AGREEMENT WITH COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED DECEMBER 19, 2011 AS ENTRY NO. 2011009105 IN BOOK 1259 AT PAGE 49 OF OFFICIAL RECORDS.

APN: 05:052:0204