

Entry 2020000472
Book 1637 Pages 595-608 \$40.00
22-Jan-20 12:14
BRENDA McDONALD
RECORDER, UINTAH COUNTY, UTAH
FIRST AMERICAN TITLE INSURANCE COMPANY - NCS SALT LAKE
215 SOUTH STATE STREET, SUITE 380, SALT LAKE CITY, UTAH 841
Rec By: Tonya Wilson, Deputy
Electronic Recording

WHEN RECORDED MAIL TO:
Goldman Sachs Bank USA,
a New York chartered bank
c/o Genesis Capital Real Estate Advisors, Inc.
ATTENTION: LENDING DEPARTMENT
15303 Ventura Boulevard, Suite 700
Sherman Oaks, CA 91403

Ent 2020000472
Book 1637 Pg 595

APN(S): 05:052:0204; 05:052:0203 and 04:126:0055

**CROSS-COLLATERALIZATION AGREEMENT
AND OMNIBUS AMENDMENT TO SECURITY INSTRUMENTS**

THIS CROSS-COLLATERALIZATION AGREEMENT AND OMNIBUS AMENDMENT TO SECURITY INSTRUMENTS (this "**Agreement**") is made and entered into as of December 27, 2019, by and among (a) VERNAL VENTURES LLC, a Florida limited liability company and CASSIDY PROPERTY MANAGEMENT, LLC, a Pennsylvania limited liability company as Tenants-in-Common and (b) VERNAL VENTURES II LLC, a Florida limited liability company and GLEMSER BETHLEHEM PROPERTY, LP, a Pennsylvania limited partnership as Tenants-in-Common (collectively "**Trustor**" or "**Borrower**"), with an address of 605 Palencia Club Drive, St Augustine, FL 32095, 60 West Broad Street, Suite 300, Bethlehem, PA 18018 and 2132 Sycamore Street, Bethlehem, PA 18017, and GOLDMAN SACHS BANK USA, a New York chartered bank ("**Beneficiary**" or "**Secured Party**"), with an address of c/o Genesis Capital Real Estate Advisors, Inc., ATTENTION LENDING DEPARTMENT, 15303 Ventura Boulevard, Suite 700, Sherman Oaks, CA 91403.

RECITALS

WHEREAS, pursuant to the terms of this Agreement and certain loan agreements (collectively, the "**Loan Agreements**"), Beneficiary has made certain loans to Trustor (collectively, the "**Loans**" and each, a "**Loan**") in the original principal amounts set forth on Schedule 1 attached hereto.

WHEREAS, each Loan is secured by a deed of trust or other similar security instrument (each, a "**Security Instrument**," and collectively, the "**Security Instruments**") that encumbers the applicable property identified on Schedule 1 attached hereto and the other real and personal property included within the definition of "Property" set forth in the Security Instrument (each, a "**Mortgaged Property**," and collectively, the "**Mortgaged Properties**").

WHEREAS, each Security Instrument was recorded in the Official Records of the county in which the Mortgaged Property is located as set forth on Schedule 1 attached hereto.

WHEREAS, Trustor acknowledges that each of the entities constituting Trustor are under common ownership and each entity derives a benefit from the making of the Loans, and as consideration for this benefit, Beneficiary is willing to make the Loans only if Trustor agrees to the terms and conditions of this Agreement and the other Loan Documents, which provide, among other things, that each Mortgaged Property will serve as collateral for each of the Loans (collectively, the "**Cross-Collateralization**").

WHEREAS, Trustor further acknowledges that the benefits derived by Trustor from the Cross-Collateralization are equivalent to the burdens imposed upon Trustor and the Mortgaged Properties by the Cross-Collateralization, notwithstanding that the Loans may be of differing amounts.

AGREEMENT

NOW, THEREFORE, in consideration of the making of the Loans by Beneficiary and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Definitions. For purposes of this Agreement, the following terms will have the meanings indicated:

(a) **“Business Day”** means a day of the week (but not a Saturday, Sunday or holiday) on which the offices of Beneficiary are open to the public for carrying on substantially all of Beneficiary’s business functions. Unless specifically referenced in this Agreement as a Business Day, all references to “days” shall be to calendar days.

(b) **“Enforcement Action”** means a judicial or non-judicial foreclosure of or trustee’s sale under any Security Instrument, a deed in lieu of such foreclosure or sale, a sale of any of the Mortgaged Properties pursuant to lawful order of a court of competent jurisdiction in a bankruptcy case filed under Title 11 of the United States Code, or any other similar disposition of any of the Mortgaged Properties.

(c) **“Fraudulent Transfer Laws”** means Section 548 of Title 11 of the United States Code or any applicable provisions of comparable state law, including any provisions of the Uniform Fraudulent Conveyance Act or Uniform Fraudulent Transfer Act, as adopted under state law.

(d) **“Indebtedness”** means the Loans and other indebtedness evidenced by any promissory notes issued in the connection with the Loan Agreements.

(e) **“Loan Documents”** means, with respect to each Loan, the Loan Agreement, the Security Instrument and any other documents, agreements, or instruments which are hereafter executed by Trustor and/or any other person or entity in connection with the Loan.

(f) **“Total Indebtedness”** means the aggregate of the Indebtedness related to all of the Loans and all other indebtedness and obligations, whether now existing or hereafter arising, of Trustor to Beneficiary.

(g) **“Total Loan Documents”** means all of the Loan Documents for the Loans.

2. Obligations Absolute; Existing Indebtedness. Trustor acknowledges and agrees as follows:

(a) Beneficiary, at its option, may treat the Loans as separate and independent obligations of Trustor, or may treat some or all of the Loans, and all or any part of the Total Indebtedness as a single, integrated indebtedness of Trustor.

(b) No invalidity, irregularity or unenforceability of any portion of the Total Indebtedness will affect, impair or be a defense to the recovery by Beneficiary of any other portion of the Total Indebtedness.

(c) Each Security Instrument secures the obligation of Trustor to pay the Total Indebtedness.

(d) Each Mortgaged Property secures the Total Indebtedness without apportionment or allocation of any Mortgaged Property or any portion of any Mortgaged Property (except that the Total Indebtedness may be apportioned among the Mortgaged Properties for the sole and limited purpose of determining the amount of transfer or recordation taxes or documentary stamps required in connection with recordation of this Agreement and the Security Instruments).

(e) If Trustor fails to pay fully, when due, any amount payable to Beneficiary under this Agreement or any Loan Document, then Beneficiary may elect, in its discretion, to recover such amount from the value of each of the Mortgaged Properties, on a pro rata basis or otherwise, as determined by Beneficiary in its sole and absolute discretion.

3. Amendment of Security Instruments. Each Security Instrument is hereby amended to provide that such Security Instrument secures the obligation of Borrower to pay the Total Indebtedness. Borrower hereby irrevocably grants, transfers and assigns to Trustee in trust, with power of sale, for the benefit of Secured Party as beneficiary, the Mortgaged Properties, to secure to Secured Party payment of the Total Indebtedness and performance of the covenants and agreements contained in the Total Loan Documents.

4. Events of Default. Each of the following events will constitute an “Event of Default” under this Agreement:

(a) Trustor defaults or breaches any provision of this Agreement; or

(b) Any event or condition occurs which constitutes an “Event of Default” under any of the Loan Documents.

5. Cross-Default. Trustor acknowledges that this Agreement is a “Loan Document” as defined in each Loan Agreement and each Security Instrument, and agrees that any Event of Default under this Agreement will constitute an “Event of Default” or “Default” under each Security Instrument and each Loan Agreement.

6. Remedies.

(a) Upon the occurrence of an Event of Default, Beneficiary, in its sole and absolute discretion, may exercise either or both of the following remedies, in such order and at such times as Beneficiary may elect:

(i) Declare the Total Indebtedness of Trustor immediately due and payable.

(ii) Exercise any or all of Beneficiary’s rights and remedies under this Agreement, any of the Loan Documents, or applicable law.

(b) Beneficiary may exercise its remedies in one or more proceedings, contemporaneously and/or consecutively, as Beneficiary determines in its sole discretion. Beneficiary may enforce its rights against one or more of the Mortgaged Properties or portions of the Mortgaged Properties in the order and manner as it elects in its sole discretion. The enforcement of any one Security Instrument or any of the other Total Loan Documents will not constitute an election of remedies, and will not limit or preclude the enforcement of any other Security Instrument or any other of the Loan Documents, through one or more additional proceedings. Beneficiary may bring any action or proceeding, including but not limited to

judicial or non-judicial foreclosure proceedings, without regard to the fact that one or more other proceedings may have been commenced elsewhere with respect to one or more of the other Mortgaged Properties or any portion of them.

(c) Trustor, for itself and for any and all Persons now or in the future holding or claiming any lien on, or security interest in, or other interest or right of any nature in or to any of the Mortgaged Property, unconditionally and irrevocably waives any rights it may have, now or in the future, whether at law or in equity, to require Beneficiary to enforce or exercise any of Beneficiary's rights or remedies under this Agreement, under any Security Instrument, or under any other of the Loan Documents, in any particular manner or order or in any particular state or county, or to apply the proceeds of any Enforcement Action in any particular manner or order. The foregoing waiver includes, without limitation, any and all benefits arising under or referred to in California Civil Code Sections 2845, 2849 and 2850.

(d) No judgment obtained by Beneficiary in any proceeding enforcing any of the Loan Documents will merge any of the Total Indebtedness into that judgment, and all Indebtedness that remains unpaid will remain a continuing obligation of Trustor. Notwithstanding any Enforcement Action with respect to any Security Instrument, Trustor will remain bound under this Agreement.

7. Application of Proceeds. Beneficiary may apply the proceeds of any Enforcement Action to the payment of the Total Indebtedness (including any prepayment premiums) in such order as Beneficiary may determine in Beneficiary's sole discretion.

8. Adjustment of Obligations. If either (a) Trustor's obligation to pay the Total Indebtedness provided for in this Agreement or the other Total Loan Documents or (b) the amendment set forth in Section 3 becomes subject to avoidance under any Fraudulent Transfer Law, then the Total Indebtedness for which Trustor will be liable and the amount of the Total Indebtedness for which the Mortgaged Properties will constitute security will be limited to the largest amount that would not be subject to avoidance as a fraudulent transfer or conveyance under such Fraudulent Transfer Law.

9. Beneficiary's Rights. At any time and from time to time and without the consent of, or notice to, Trustor, without incurring liability to Trustor, and without impairing or releasing Trustor's liability for all or any part of the Total Indebtedness, Beneficiary may take any of the following actions:

(a) Change the manner, place or terms of payment, or change or extend the time of payment of, or renew, increase, accelerate or alter, all or any part of the Total Indebtedness, any security for all or any part of the Total Indebtedness, or any liability incurred directly or indirectly with respect to all or any part of the Total Indebtedness.

(b) Take and hold security for the payment of the Total Indebtedness, and sell, exchange, release, surrender, realize upon or otherwise deal with in any manner and in any order any property pledged or mortgaged to secure all or any part of the Total Indebtedness.

(c) Exercise or refrain from exercising any rights against Trustor or any of the Mortgaged Properties.

(d) Release or substitute any one or more endorsers, guarantors, or other obligors with respect to all or any part of the Total Indebtedness.

(e) Settle or compromise all or any part of the Total Indebtedness, or subordinate the payment of all or any part of the Total Indebtedness to the payment of any liability (whether due or not)

of Trustor to its creditors other than Beneficiary.

(f) Apply any sums realized to any liability or liabilities of Trustor or any guarantor to Beneficiary regardless of what liability or liabilities of Trustor or such guarantor to Beneficiary remain unpaid.

(g) Consent to or waive any breach by Trustor of, or any act, omission or default by Trustor under this Agreement or any of the Loan Documents.

10. Reconveyance of Mortgaged Property. Upon Beneficiary's release of the liens of any Security Instrument and full reconveyance of any Mortgaged Property encumbered by such Security Instrument, then this Agreement shall no longer apply to such Security Instrument or such Mortgaged Property. For the avoidance of doubt, this Agreement shall continue to apply to any and all remaining Security Instruments that have not been released by Beneficiary and all Mortgaged Properties that have not been fully reconveyed by Beneficiary.

11. Waivers; Marshalling.

(a) With respect to its obligations under this Agreement and the Total Loan Documents, Trustor waives presentment, demand, notice of dishonor, protest, notice of acceleration, notice of intent to demand or accelerate payment or maturity, presentment for payment, notice of nonpayment, and diligence in collecting such obligations.

(b) Notwithstanding the existence of any other security interests in any Mortgaged Property held by Beneficiary or by any other party, Beneficiary may determine in its discretion whether and the order in which any or all of the Mortgaged Properties or portions thereof will be subjected to the remedies provided in this Agreement and the Total Loan Documents or applicable law. Beneficiary may determine in Beneficiary's discretion the order in which any or all portions of the Total Indebtedness are satisfied from the proceeds realized upon the exercise of such remedies. Trustor and any party who now or in the future acquires a lien on or security interest or other interest in any of the Mortgaged Properties unconditionally and irrevocably waives any and all rights to require the marshalling of assets or to require that any of the Mortgaged Properties or portions thereof be sold in the inverse order of alienation or in parcels or as an entirety in connection with the exercise of any such remedies.

12. Miscellaneous.

(a) *Amendments.* This Agreement and the other Total Loan Documents constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

(b) *Arbitration; Jury Waiver.* Trustor and Secured Party agree that all disputes, claims and controversies between them whether individual, joint, or class in nature, arising from this Agreement 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 Trustor, Secured Party shall have the unilateral right to exercise its remedies in its sole and absolute discretion, and under such circumstances, Secured Party can choose in its sole discretion to pursue arbitration or not and Trustor hereby waives any right to enforce the arbitration provisions of this Agreement if contrary to the choice of Secured Party. No act to take or dispose of any Mortgaged Property 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 of the State in which the applicable Mortgaged Property is located. Any disputes, claims, or controversies concerning the lawfulness or reasonableness of any act, or exercise of any right, concerning any of the Mortgaged Properties, including any claim to rescind, reform, or otherwise modify any agreement relating to the Mortgaged Properties, 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. Trustor and Secured Party 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 Agreement 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. WITHOUT INTENDING IN ANY WAY TO LIMIT THIS DISPUTE RESOLUTION PROVISION, THE PARTIES 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 THIS AGREEMENT. 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. TRUSTOR FURTHER REPRESENTS AND WARRANTS THAT IT HAS BEEN REPRESENTED IN THE SIGNING OF THIS AGREEMENT 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 AGREEMENT IS THAT THEY ARE GIVING UP THE RIGHT TO TRIAL BY JURY TO THE EXTENT PERMITTED BY LAW.

(c) *Caption Headings.* Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of this Agreement.

(d) *Governing Law.* This Agreement will be governed by the laws of the State of California without regard to its conflicts of law provisions.

(e) *Jurisdiction.* WITH RESPECT TO ANY CLAIM OR ACTION ARISING UNDER, THIS AGREEMENT OR THE OTHER TOTAL LOAN DOCUMENTS, TRUSTOR

(A) IRREVOCABLY SUBMITS TO THE NONEXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF CALIFORNIA AND THE UNITED STATES DISTRICT COURT LOCATED IN LOS ANGELES COUNTY, CALIFORNIA, AND APPELLATE COURTS FROM ANY THEREOF, AND (B) IRREVOCABLY WAIVES ANY OBJECTION WHICH IT MAY HAVE AT ANY TIME TO THE LAYING OF VENUE OF ANY SUIT, ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE OTHER TOTAL LOAN DOCUMENTS BROUGHT IN ANY SUCH COURT, IRREVOCABLY WAIVES ANY CLAIM THAT ANY SUCH SUIT, ACTION OR PROCEEDING BROUGHT IN ANY SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM. NOTHING IN THIS AGREEMENT OR THE OTHER TOTAL LOAN DOCUMENTS WILL BE DEEMED TO PRECLUDE SECURED PARTY FROM BRINGING AN ACTION OR PROCEEDING WITH RESPECT HERETO IN ANY OTHER JURISDICTION.

(f) *No Waiver by Secured Party.* Secured Party shall not be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed by Secured Party. No delay or omission on the part of Secured Party in exercising any right shall operate as a waiver of such right or any other right. A waiver by Secured Party of a provision of this Agreement shall not prejudice or constitute a waiver of Secured Party's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by Secured Party, nor any course of dealing between Secured Party and Trustor, shall constitute a waiver of any of Secured Party's rights or of any of Trustor's obligations as to any future transactions. Whenever the consent of Secured Party is required under this Agreement, the granting of such consent by Secured Party 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 Secured Party.

(g) *Severability.* If a court of competent jurisdiction finds any provision of this Agreement 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 Agreement. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Agreement shall not affect the legality, validity or enforceability of any other provision of this Agreement.

(h) *Successors and Assigns.* Subject to any limitations stated in this Agreement on transfer of Trustor's interest, this Agreement shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of any of the Mortgaged Properties becomes vested in a person other than Trustor, Secured Party, without notice to Trustor, may deal with Trustor's successors with reference to this Agreement and the Total Indebtedness by way of forbearance or extension without releasing Trustor from the obligations of this Agreement or liability under the Total Indebtedness.

(i) *Time is of the Essence.* Time is of the essence in the performance of this Agreement.

(j) *Number and Gender.* Use of the singular in this Agreement includes the plural, use of the plural includes the singular, and use of one gender includes all other genders, as the context may require.

(k) *Statutes and Regulations.* Any reference in this Agreement to a statute or regulation will include all amendments to and successors to such statute or regulation, whether adopted before or after the date of this Agreement.

(l) *No Partnership.* This Agreement is not intended to, and will not, create a partnership or joint venture among the parties, and no party to this Agreement will have the power or authority to bind any other party except as explicitly provided in this Agreement.

(m) *Conflicts.* To the extent this Agreement conflicts with the terms of other Total Loan Documents, this Agreement will govern and control.

(n) *Third Party Beneficiaries.* No creditor of any party to this Agreement, nor any other person, is intended to be a third party beneficiary of this Agreement.

(o) *Further Assurances and Corrective Instruments.* To the extent permitted by law, the parties will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements to this Agreement and such further instruments as may reasonably be required for carrying out the intention of or facilitating the performance of this Agreement.

(p) *Counterparts.* This Agreement may be executed in multiple counterparts, each of which will constitute an original document and all of which together will constitute one agreement.

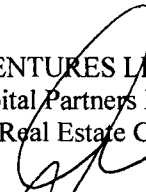
(q) *Notices.* Any notice required to be given under this Agreement shall be given in writing, and shall be effective when actually delivered on a Business Day (unless otherwise required by law), or one (1) Business Day after being deposited with a nationally recognized overnight courier, directed to the addresses shown near the beginning of this Agreement. Any party may change its address for notices under this Agreement by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Trustor agrees to keep Beneficiary informed at all times of Trustor's current address. Unless otherwise provided or required by law, if there is more than one Trustor, any notice given by Beneficiary to any Trustor is deemed to be notice given to all Trustors.

[signature page follows]

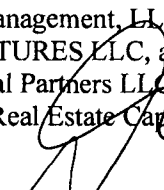
IN WITNESS WHEREOF, the undersigned have signed and delivered this Agreement as of the date first set forth above.

TRUSTOR:


VERNAL VENTURES 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

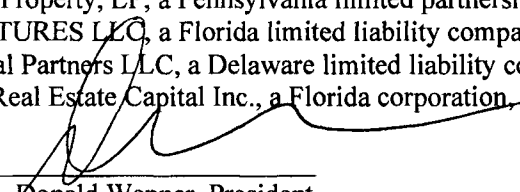
Cassidy Property Management, LLC, a Pennsylvania limited liability company
By: VERNAL VENTURES LLC, a Florida limited liability company, its Authorized Signatory
By: DLP Capital Partners LLC, a Delaware limited liability company, its Manager
By: DLP Real Estate Capital Inc., a Florida corporation, its Manager

By: 
Donald Wenner, President

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

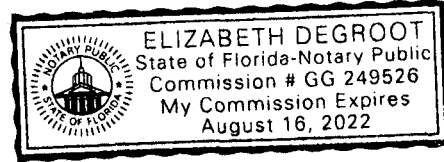
By: 
Donald Wenner, President

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

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.



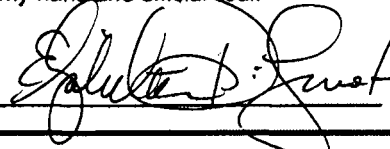
State of FLORIDA
County of ST JOHN

On 12-27-19 before me, ELIZABETH DEGROOT
(insert name and title of the officer)

personally appeared DONALD WAINER
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of FL that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)

[Signatures continue on next page.]

SECURED PARTY:

GOLDMAN SACHS BANK USA,
a New York chartered bank

By: _____
Name: Yvonne Gruenberg
Title: Authorized Signatory

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles

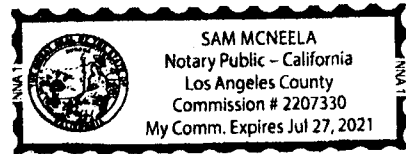
On January 14, 2020 before me, SAM mcneela
(insert name and title of the officer)

personally appeared Yvonne Gruenberg
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Handwritten Signature] (Seal)



SCHEDULE 1

**SCHEDULE OF CROSS-COLLATERALIZED LOANS
 AND SECURITY INSTRUMENTS**

Borrower	Property Address	APN(s)	Loan Amt.	Security Instrument
VERNAL VENTURES II LLC, a Florida limited liability company and Glemser Bethlehem Property, LP, a Pennsylvania limited liability company as Tenants-in-Common	200 East 600 South Phase II, Vernal, UT 84078 G19120646	05:052:0204	\$2,923,200.00	Deed of Trust recorded in the Official Records of the County of Uintah, State of Utah, on December 30, 2019 in Book 1634 Pages 363-375; Assignment of Leases and Rents recorded on December 30, 2019 in Book 1634 Pages 376-384.
VERNAL VENTURES LLC, a Florida limited liability company and Cassidy Property Management, LLC, a Pennsylvania limited liability company as Tenants-in-Common	200 East 600 South and 110 North 2500 West, Vernal, UT 84078 G19120671	05:052:0203 and 04:126:0055	\$9,094,400.00	Deed of Trust recorded in the Official Records of the County of Uintah, State of Utah, on December 30, 2019 in Book 1634 Pages 341-353; Assignment of Leases and Rents recorded on December 30, 2019 in Book 1634 Pages 354-362.

Exhibit "A"

Legal Description

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

PARCEL 1:

LOT 3 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.

PARCEL 2:

COMMENCING AT THE WEST QUARTER CORNER OF SECTION 21, TOWNSHIP 4 SOUTH, RANGE 21 EAST, SALT LAKE BASE & MERIDIAN AND RUNNING THENCE ALONG THE WEST LINE OF SAID SECTION 21 NORTH 01°57'21" WEST 229.19 FEET TO THE TRUE POINT OF BEGINNING; THENCE ALONG THE WEST LINE OF SAID SECTION 21 NORTH 01°57'21" WEST 426.01 FEET TO THE NORTHWEST CORNER OF THAT PARCEL OF LAND DESCRIBED IN THAT WARRANTY DEED RECORDED AS ENTRY NO. 2007006183 IN THE OFFICE OF THE UINTAH COUNTY RECORDER; THENCE ALONG THE NORTH LINE OF SAID PARCEL NORTH 88°34'27" EAST 401.58 FEET; THENCE SOUTH 55°20'37" EAST 63.85 FEET; THENCE NORTH 77°27'24" EAST 203.71 FEET TO A POINT ON THE ARC OF A 151.79 FOOT RADIUS CURVE TO THE RIGHT (RADIUS POINT BEARS SOUTH 13°29'50" EAST); THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH AN ARC LENGTH OF 35.36 FEET AND A CENTRAL ANGLE OF 13°20'46"; THENCE NORTH 89°53'09" EAST 36.15 FEET; THENCE SOUTH 04°43'23" WEST 202.85 FEET; THENCE SOUTH 69°31'59" WEST 45.35 FEET TO A POINT ON THE ARC OF A 25 FOOT RADIUS CURVE TO THE LEFT (RADIUS POINT BEARS SOUTH 20°27'44" EAST); THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH AN ARC LENGTH OF 45.13 FEET AND A CENTRAL ANGLE OF 103°25'54"; THENCE SOUTH 33°25'37" EAST 78.16 FEET TO A POINT ON THE ARC OF A 5.00 FOOT RADIUS CURVE TO THE LEFT (RADIUS POINT BEARS NORTH 59°59'59" EAST); THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH AN ARC LENGTH OF 5.24 FEET AND A CENTRAL ANGLE OF 59°59'59"; THENCE NORTH 90°00'00" EAST 1.59 FEET; THENCE SOUTH 15°02'16" EAST 53.42 FEET; THENCE NORTH 88°36'03" EAST 287.31 FEET; THENCE SOUTH 01°23'57" EAST 56.10 FEET; THENCE SOUTH 88°36'03" WEST 989.99 FEET TO THE POINT OF BEGINNING.

APN: 05:052:0203 & 04:126:0055

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