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Book 1667 Pages 632-646 \$40.00  
20-Aug-20 01:49  
BRENDA MCDONALD  
RECORDER, UTAH COUNTY, UTAH  
COTTONWOOD TITLE INSURANCE AGENCY, INC.  
1996 EAST 6400 SOUTH SUITE 120, SALT LAKE CITY, UTAH 84121  
Rec By: Dana Brown, Deputy Recorder  
Electronic Recording

Ent 2020005855  
Book 1667 Pg 632

**AFTER RECORDING RETURN TO:**

Wooden McLaughlin LLP  
One Indiana Square, Suite 1800  
Indianapolis, Indiana 46204  
Attention: Michael A. Valinetz

130885 JLP  
05-052-0204

**ASSIGNMENT OF LEASES AND RENTS**

THIS ASSIGNMENT OF LEASES AND RENTS (this "**Assignment**"), is executed to be effective as of the 18th day of August, 2020 by VERNAL VENTURES II LLC, a Florida limited liability company ("**Vernal II**") having a mailing address of 605 Palencia Club Drive, St. Augustine, Florida 32095, GLEMSER BETHLEHEM PROPERTY, LP, a Pennsylvania limited partnership ("**Glemser**") having a mailing address of 520 New Street, Bethlehem, Pennsylvania 18018 (Vernal II and Glemser hereinafter collectively, jointly and severally referred to as "**Assignor**"), in favor of MERCHANTS BANK OF INDIANA having a banking office at 410 Monon Blvd., 4<sup>th</sup> Floor, Carmel, Indiana 46032 (hereinafter referred to as "**Lender**").

**RECITALS:**

A. Assignor, VERNAL VENTURES LLC, a Florida limited liability company ("**Vernal**") and CASSIDY PROPERTY MANAGEMENT LLC,, a Pennsylvania limited liability company ("**Cassidy**") (hereinafter collectively, jointly and severally referred to individually as a "**Borrower**" and collectively referred to as the "**Borrowers**") have requested that Lender extend to Assignor a loan in the principal amount of Thirteen Million Three Hundred Thousand and 00/100 Dollars (\$13,300,000.00) (such loan as from time to time modified or amended is herein referred to as the "**Loan**").

B. The Loan shall be advanced pursuant to the terms and conditions of a certain Loan Agreement of even date herewith, executed by and between Borrowers and Lender as from time to time modified, amended or restated (such loan agreement as may be from time to time modified, amended or restated is hereinafter referred to as the "**Loan Agreement**").

C. The Loan shall be evidenced by a certain promissory note executed by Borrowers of even date herewith and concurrently with this Assignment and payable to the order of Lender in the principal sum of Thirteen Million Three Hundred Thousand and 00/100 Dollars (\$13,300,000.00), as from time to time modified, amended, renewed, extended or replaced (such promissory note, and/or any promissory note which is a direct or remote renewal, extension, modification, amendment, restatement or replacement of such promissory note, as may be from time to time modified or amended is hereinafter referred to as the "Note").

D. As security for the repayment of the Loan, Assignor is executing and delivering to Lender a certain Real Estate Deed of Trust, Security Agreement and Assignment of Leases and Fixture Filing of even date herewith (such real estate deed of trust, security agreement and assignment of leases as from time to time amended, modified or restated is hereinafter referred to as the "Security Instrument") covering the real estate located in Uintah County, Utah that is more particularly described in Exhibit "A" attached hereto and by reference made a part hereof, and any improvements now or hereafter located thereon (such real estate and improvements are collectively hereinafter referred to as the "Premises") ("Loan Document" and "Loan Documents" shall mean individually and collectively, this Assignment, the Note, the Loan Agreement, the Security Instrument, and all other documents evidencing the Loan or entered into by a Borrower in connection with the indebtedness secured hereby as such documents and agreements may be modified or amended from time to time and/or any documents and agreements which replace or restate such documents and agreements). Terms not defined herein shall have the meaning as defined in the Loan Agreement.

E. Lender requires, among other things, as a condition to making the Loan that Assignor execute and deliver this Assignment to Lender.

#### ASSIGNMENT

NOW THEREFORE, in consideration of the Loan from Lender to Assignor and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, and to induce Lender to make the Loan, Assignor hereby grants, transfers and assigns to Lender all of the right, title and interest, whether now owned or hereafter acquired, of Assignor in and to all of the following:

- i. All leases, subleases and agreements for the leasing, use or occupancy of the Premises now or hereafter entered into whether oral or written, and all amendments, renewals and extensions thereof (all such leases and agreements being hereinafter collectively referred to as the "Leases" and individually as a "Lease");
- ii. All guarantees of the obligations of any tenant under a Lease;
- iii. The immediate and continuing right to collect and receive all rents, income, issues, payments, security deposits and profits arising out of, payable from or collected from any Lease or out of the Premises or any part thereof, including without limitation all monies owed under any Lease for services, materials, leasehold improvements or otherwise furnished or installed pursuant to any Lease and further including without limitation all rents, income, payments and profits arising from the operation of any business and all fees,

charges, accounts or other payments for the use or occupancy of rooms and other public facilities on the Premises (funds obtained as such rents, income, profits, fees, charges, accounts or other payments and held in any reserve, account or credit balance shall retain the character of such rents, income, profits, fees, charges, accounts or other payments) (such rents, income, payments, profits, fees, charges and accounts are collectively hereinafter referred to as the "**Rents**");

iv. The right to proceeds payable to Assignor pursuant to any purchase option or right of first refusal on the part of any tenant under any Lease;

v. The right to proceeds payable to Assignor pursuant to any right of early termination or cancellation of any Lease;

vi. All other payments derived from any Lease including but not limited to claims for the recovery of damages done to the Premises or for the abatement of any nuisance existing thereon, claims for damages resulting from default under said Leases whether resulting from acts of insolvency or acts of bankruptcy or otherwise, all payments made or pursuant to the termination of any Leases or a settlement of the obligations of any tenant under any Lease, and all payments for the waiver of any obligation under any Lease;

vii. All rights in and to any proceeds of insurance payable to Assignor and damages or awards resulting from an authority exercising the rights of eminent domain with respect to the Premises;

viii. Any award or damages payable to Assignor pursuant to any bankruptcy, liquidation, dissolution, insolvency, or similar proceeding affecting any tenant under any Lease;

ix. Any payments made to Assignor in lieu of rent;

x. All security deposits paid by any tenant under a Lease;

xi. All letters of credit issued, and all other collateral granted, as security for the obligations of any tenant arising under or in connection with a Lease;

xii. All rights and remedies of Assignor to take any action or enforce any remedy with respect to the Leases; and

xiii. All rights of Assignor to amend, modify, terminate or in any way alter the Leases.

**ASSIGNOR FURTHER ASSIGNS, REPRESENTS, WARRANTIES,  
COVENANTS AND AGREES AS FOLLOWS:**

1. Indebtedness and Obligations Secured. This Assignment is given (i) as security for the performance and observance of the covenants and agreements contained herein and in any other agreement executed by Assignor to Lender in connection with the indebtedness secured hereby, and (ii) to secure the payment when due of all present and future indebtedness and

obligations of Assignor to Lender and, with respect to any Rate Management Transaction, as such term is defined in the Security Instrument, to any affiliate of Lender, individually or with others, in accordance with the terms and conditions of such indebtedness and obligations, whether direct or indirect, absolute or contingent and whether evidenced by promissory notes, agreements, checks, drafts, letters of credit, bills, overdrafts, open accounts or otherwise. The indebtedness and obligations secured by this Assignment include, without limitation, (i) the principal of, interest on and other sums from time to time owing in connection with any present or future indebtedness and obligations of Assignor to Lender, and (ii) the indebtedness evidenced by or arising in connection with the following:

- a. the Note, with interest thereon at the rate and payable in the manner described in the Note, which is due and payable on or before September 10, 2021, or on or before March 10, 2022 if the maturity date is extended pursuant to the terms of the Note, as from time to time modified, amended, increased, renewed or extended, and any notes that renew, restate or replace the Note;
- b. the other Loan Documents, as from time to time modified, amended, replaced or restated, provided however, this Assignment shall not secure the indebtedness and obligations arising under any Loan Document that expressly states that the indebtedness and obligations arising under such Loan Document are to be unsecured;
- c. any instrument, agreement or document executed in connection with any Rate Management Transaction, as such term is defined in the Security Instrument; and
- d. any and all extensions, renewals, increases, modifications, amendments, restatements and replacements of any of the foregoing.

In addition to any other indebtedness and obligations secured by this Assignment, this Assignment secures any and all future advances, together with any interest thereon, which are made by Lender to or for the benefit of Assignor.

2. Rate Management Transactions. In the event Assignor and Lender, or any subsidiary or affiliate of Lender, enter into any Rate Management Transaction, as such term is defined in the Security Instrument, Assignor shall be responsible for any and all obligations, contingent or otherwise, whether now existing or hereafter arising, of Assignor to Lender, or to any of Lender's subsidiaries or affiliates or successors arising under or in connection with any such Rate Management Transactions, all of which obligations shall be secured by this Assignment and entitled to all of the benefits and protections afforded to Lender under or pursuant to this Assignment. Assignor agrees that for purposes of this Assignment, any indebtedness and obligations which Assignor may have to any subsidiary or affiliate of Lender in connection with any Rate Management Transaction shall be deemed to be indebtedness and obligations owed directly to Lender and shall be secured by this Assignment and may be collected and recovered by Lender in any action to enforce this Assignment as if such indebtedness and obligations were directly owed to Lender.

3. Performance of Leases. Assignor shall deliver to Lender copies of all existing Leases. Assignor, at its own cost and expense, will perform, comply with and discharge all of the



obligations of Assignor under any Leases and use its best reasonable efforts to enforce or secure the performance of each obligation and undertaking of the respective tenants under any such Leases and will appear in and defend, at its own cost and expense, any action or proceeding arising out of or in any manner connected with Assignor's interest in any Leases of the Premises. Assignor will not borrow against, pledge or assign any rentals due under the Leases nor consent to a subordination or assignment of the interest of the tenants thereunder to any party other than Lender, nor anticipate or collect the rents thereunder for more than one (1) month in advance or reduce the amount of rents and other payments thereunder, nor incur any indebtedness to the tenants under such Leases without the prior written consent of Lender. Except to the extent such actions are taken in the ordinary course of business and involve residential leases, Assignor shall not materially change, modify, release, waive, terminate or cancel, surrender, alter or amend the Leases or any of the terms and provisions thereof, including the rentals thereunder, approve any subletting or assignment by any lessee under the Leases, nor assign or encumber its rights, title and interest in and to the Leases, nor waive, excuse, condone or in any manner release or discharge the tenants of or from their obligations, covenants and agreements to be performed without first securing the written consent of Lender, which consent shall not be unreasonably withheld or delayed; provided however, Assignor may, without the prior written consent of Lender, terminate or surrender any of the Leases which are in default, provided Assignor exercises all rights and remedies available to Assignor which may be commercially reasonable to pursue. Assignor may enter into non-material modifications of the Leases provided that such modifications are done in the ordinary course of business and do not diminish the rent or other sums payable, or the timing of the payment of same, to the landlord under the Leases. In addition, Assignor covenants and agrees that Assignor shall not enter into any new leases for the Premises unless (i) such lease is a residential lease and Assignor uses a standard form lease which has been previously delivered to and approved by Lender as the basis for new leases executed on the Premises, or (ii) Lender has specifically consented to any such new lease, which consent shall not be unreasonably withheld. With respect to all new tenants executing leases on the Premises after the date hereof, Assignor covenants and agrees to obtain Lender's consent to any material changes made to the standard form lease referenced above. With respect to any lease which is not a residential lease, Assignor will deliver copies of all lease amendments and new leases to Lender within thirty (30) days after execution whether or not the prior written consent of Lender was required for such amendment or new lease.

4. Protect Security. Assignor shall protect the interests of Lender under this Assignment and shall, at Assignor's sole cost and expense, appear in and defend any action or proceeding arising under, growing out of or in any manner connected with the Leases or the obligations, duties or liabilities of the lessor thereunder and, if in the reasonable judgment of Lender, Assignor is failing to do so, Lender shall have the right to take such actions to protect its interests and to appear in and defend itself and such actions and Assignor agrees to pay all costs and expenses of Lender, including attorneys' fees in a reasonable sum, in any such action or proceeding in which Lender in its sole discretion may appear.

5. Tenant Set-Off Rights. If Assignor becomes aware that any tenant proposes to do, or is doing, any act or thing which may give rise to any right of set-off against rent, Assignor shall (i) take such steps as shall be reasonably calculated to prevent the accrual of any right to a set-off against rent, (ii) immediately notify Lender thereof in writing and of the amount of said set-offs, and (iii) within ten (10) days after such accrual, reimburse the tenant who shall have acquired such

right to set-off or take such other steps as shall effectively discharge such setoff and as shall assure that rents thereafter due shall continue to be payable without set-off or deduction.

6. Representations. Assignor represents and warrants that it is now the absolute owner of the Leases with full right and title to assign the same and the Rents; that such Leases are valid, in full force and effect and have not been modified or amended except as disclosed to Lender; that there are no outstanding assignments or pledges of such Leases or of the Rents due thereunder; that Assignor has no knowledge of any existing defaults under the provisions thereof on the part of any party to the Leases other than as previously disclosed in writing to Lender; that no Rents have been collected more than thirty (30) days in advance of their due date or waived, anticipated, discounted, compromised or released, except as may be stated in the Leases; and that the tenants have no defenses, setoffs, or counterclaims against Assignor.

7. Present Assignment. This Assignment shall constitute a perfected, absolute and present assignment. Notwithstanding the foregoing, until an Event of Default shall occur hereunder Assignor is hereby permitted, at its discretion, and is hereby granted a license by Lender, to exercise all rights granted to the landlord under the Leases and to collect, but not prior to accrual, all of the Rents and to retain, use and enjoy the same, provided, however, that all Rents collected by Assignor shall be applied toward operating expenses, real estate taxes and insurance relating to the Premises, capital repair items necessary to the operation of the Premises, and the payment of sums due and owing under the Note, this Assignment and the rest of the Loan Documents prior to any other expenditure or distribution by Assignor. The right of Assignor to collect the Rents shall constitute a revocable license in favor of Assignor, revocable by Lender in accordance with this Assignment. The aforementioned license in favor of Assignor to collect the Rents and to exercise all other rights granted to the landlord under the Leases shall automatically be deemed to be revoked upon the occurrence of an Event of Default hereunder without further notice to Assignor. Further, from and after any such license termination, if Assignor receives any Rents, Assignor shall hold any amounts collected in trust for the sole and exclusive benefit of Lender and Assignor shall, within one (1) business day after receipt of any Rents, pay the same to Lender. Furthermore, from and after such Event of Default and termination of the aforementioned license, to the extent permitted by law, Lender shall have the right and authority, without any notice whatsoever to Assignor and without regard to the adequacy of the security for the Loan, to collect all of the Rents payable under the Leases, to enforce the payment thereof, exercise all other rights of Assignor under the Leases and to exercise all other rights and remedies of Lender under this Assignment.

8. Event of Default. The occurrence of an "Event of Default" under the Loan Agreement shall constitute an event of default under this Assignment and each such occurrence is herein referred to as an "Event of Default". Accordingly, the provisions of the Loan Agreement are by reference incorporated herein and made a part hereof. For purposes of clarification, an "Event of Default" under the Loan Agreement shall mean the occurrence of any event or circumstance that would constitute an "Event of Default" as that term is defined in the Loan Agreement.

9. Remedies. Upon the occurrence of an Event of Default under this Assignment, Lender may declare all indebtedness and obligations secured hereby immediately due and payable, may take any further action necessary or appropriate to revoke the privilege granted to Assignor hereunder to collect the Rents, and may, at its option, without notice, either in person or by any

agent, with or without taking possession of or entering the Premises, with or without bringing any action or proceeding, or by a receiver to be appointed by a court, collect all of the Rents payable under the Leases, enforce the payment thereof and exercise all of the rights of Assignor under the Leases and all the rights of Lender hereunder, and may enter upon, take possession of, manage and operate the Premises, or any part thereof; may cancel, enforce or modify the Leases, and fix or modify the Rents, and do any acts which Lender deems proper to protect the security hereof with or without taking possession of the Premises, and may apply the same to the costs and expenses of operation, management and collection, including attorneys' fees, to the payment of the expenses of any agent appointed by Lender, to the payment of taxes, assessments, insurance premiums and expenditures for the upkeep of the Premises, to the performance of the landlord's obligation under the Leases and to any indebtedness secured hereby all in such order as Lender may determine. In addition, if Lender so elects, Lender shall be entitled to the appointment of a receiver in any court of competent jurisdiction for all or any part of the Premises, and the proceeds, issues and profits thereof, with the rights and powers referenced herein and such other rights and powers as the court making such appointment shall confer, such powers shall include without limitation the power to collect such rents, issues and profits. Assignor hereby waives (i) notice of the exercise by Lender of its right to obtain the appointment of such receiver and (ii) the posting of any bond by Lender in connection with the appointment of such receiver. Assignor hereby consents to the appointment of such receiver and shall not oppose any such appointment. Such receiver shall have all powers and duties prescribed by applicable law, all other powers which are necessary or usual in such cases for the protection, possession, control, management and operation of the Premises. Furthermore, Lender may take any action it deems necessary or appropriate to enforce any guaranty of the tenants' obligations under the Leases and exercise any right or remedy Assignor may be entitled to exercise in connection with such guaranties. In addition to all other rights and remedies to which Lender is entitled hereunder upon the occurrence of an Event of Default, Lender shall have the following rights: the right to waive, excuse, condone or in any manner release or discharge any tenant of or from the obligations, covenants, conditions and agreements by any tenant to be performed under any Lease; the right to amend or modify any Lease or alter the obligations of the parties thereunder without the consent of Assignor; the right to terminate any Lease; the right to accept a surrender of any Lease prior to its expiration date; and the right to exercise the remedies of the landlord under any Lease by reason of any default by the tenant thereunder. The entering upon and taking possession of the Premises, the collection of the Rents, and the application thereof as aforesaid, shall not cure or waive any default or waive, modify or affect notice of default under any of the Security Instruments or invalidate any act done pursuant to such notice nor in any way operate to prevent Lender from pursuing any remedy which it now or hereafter may have under the terms or conditions of any of the Security Instruments or the Note or any other instrument securing the same. The rights and powers of Lender hereunder shall in no way be dependent upon and shall apply without regard to whether the Premises are in danger of being lost, materially injured or damaged or whether the Premises are adequate to discharge the indebtedness secured hereby. In addition to the rights, powers and remedies herein expressly conferred upon Lender, Lender shall be entitled to exercise all rights, powers and remedies available to Lender by law or at equity. It is the intention of the parties that this Assignment shall confer upon Lender the fullest rights, remedies and benefits available under the laws of the State in which the Premises are located. 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 or unenforceable. In addition to the foregoing, this Assignment is subject to the Utah Uniform Assignment of Rents Act, Utah Code Ann. Sections 57-26-101 et seq., and in the event of any conflict or inconsistency between the provisions of this Assignment and the provisions of such statutes, statutory provisions shall control.

10. No Liability For Lender. Lender shall not be obligated to perform or discharge, nor does it hereby undertake to perform or discharge, any obligation, duty or liability under the Leases nor shall this Assignment operate to place responsibility for the control, care, management or repair of the Premises upon Lender nor for the carrying out of any of the terms and conditions of the Leases; nor shall it operate to make Lender responsible or liable for any waste committed on the Premises, or for any dangerous or defective condition of the Premises, or for any negligence in the management, upkeep, repair or control of the Premises resulting in loss or injury or death to any tenant, licensee, employee or stranger nor liable for laches or failure to collect the Rents and Lender shall be required to account only for such moneys as are actually received by it. All actions taken by Lender pursuant to this Assignment shall be taken for the purposes of protecting Lender's security and Assignor hereby agrees that nothing herein contained and no actions taken by Lender pursuant to this Assignment, including, but not limited to, Lender's approval or rejection of any Lease for any portion of the Premises, shall in any way alter or impact the obligation of Assignor to pay the indebtedness secured hereby. Assignor hereby waives any defense or claim that may now exist or hereinafter arise by reason of any action taken by Lender pursuant to this Assignment.

11. Assignor To Hold Lender Harmless. Assignor shall and does hereby agree to indemnify and to hold Lender harmless of and from any and all liability, loss or damage which Lender may or might incur under the Leases or under or by reason of this Assignment and of and from any and all claims and demands whatsoever which may be asserted against Lender by reason of any alleged obligations or undertakings on Lender's part to perform or discharge any of the terms, covenants or agreements contained in the Leases prior to the date that Lender or other purchaser at foreclosure sale becomes fee owner of the Premises. Should Lender incur any such liability, or any costs or expenses in the defense of any such claims or demands, the amount thereof, including costs, expenses, and reasonable attorney's fees, shall be secured hereby, shall be added to the indebtedness secured hereby and Assignor shall reimburse Lender therefor immediately upon demand, and the continuing failure of Assignor so to do shall constitute a default hereunder and an event of default under any of the Security Instruments.

12. Security Deposits. Assignor agrees that, upon the occurrence of an Event of Default hereunder, it shall, upon demand, transfer to Lender any security deposits held by Assignor under the terms of the Leases. Assignor agrees that such security deposits, if any, may be held by Lender without any allowance of interest thereon, except statutory interest, if any, accruing to the benefit of the tenants, and shall become the absolute property of Lender upon the occurrence of an Event of Default hereunder to be applied in accordance with the provisions of the Leases. Until Lender makes such demand and the deposits are paid over to Lender, Lender assumes no responsibility to the tenants for any such security deposit.

13. Authorization to Tenants. The tenants under the Leases are hereby irrevocably authorized and directed to recognize the claims of Lender or any receiver appointed hereunder without investigating the reason for any action taken by Lender or such receiver, or the validity or the amount of indebtedness owing to Lender, or the existence of any default under or by reason of



this Assignment, or the application to be made by Lender or receiver. Assignor hereby irrevocably directs and authorizes the tenants to pay to Lender or such receiver all sums due under the Leases and consents and directs that said sums shall be paid to Lender or any such receiver in accordance with the terms of its receivership without the necessity for a judicial determination that a default has occurred hereunder or that Lender is entitled to exercise its rights hereunder, and to the extent such sums are paid to Lender or such receiver, Assignor agrees that the tenants shall have no further liability to Assignor for the same. The sole signature of Lender or such receiver shall be sufficient for the exercise of any rights under this Assignment and the sole receipt of Lender or such receiver for any sums received shall be a full discharge and release therefor to any such tenants or occupants of the Premises. Checks for all or any part of the Rents collected under this Assignment shall upon notice from Lender or such receiver be drawn to the exclusive order of Lender or such receiver.

14. Attornment. By accepting occupancy of any part of the Premises pursuant to a Lease, at the option of Lender, each tenant will be deemed to have agreed that if Lender or Lender's successors or assigns acquires title to the Premises, the tenant will attorn to Lender and Lender's successors or assigns, as the tenant's successor landlord, and the Lease will continue in full force and effect as a direct lease between the tenant and Lender or Lender's successors and assigns, in accordance with all the terms, covenants, conditions and agreements set forth in the Lease. The recording of this Assignment is intended to impart notice to each present and future tenant of all or any part of the Premises that all of the rights of Assignor with respect to all Leases have been assigned to Lender subject only to the right of Assignor to collect rents until an Event of Default shall occur hereunder. In no event will Lender or Lender's successors or assigns be: (a) liable for any act or omission which occurred prior to the acquisition of legal title to the Premises by Lender or Lender's successors or assigns; (b) bound by any payment of rent made by the tenant for any period beyond thirty (30) days after the due date of such rent; (c) bound by any amendment or modification of the Lease made without the prior written consent of Lender; or (d) subject to any offset, counterclaim or defense which the tenant might have against any prior landlord under the Lease.

15. Subordination. Assignor hereby authorizes Lender at any time and from time to time to subordinate the lien of the Security Instrument to the rights of any one or more of the tenants under the Leases. Assignor further authorizes Lender and each tenant under the Leases at any time and from time to time to execute and deliver such subordination agreements, attornment agreements, nondisturbance agreements and other like instruments as Lender, in Lender's sole discretion, determines to be desirable in order to establish the priority of the rights of any one or more of the tenants under the Leases and of Lender under the Security Instrument and this Assignment. Assignor specifically authorizes Lender to deal directly with all present and future tenants under any Leases to effect the purposes set forth in this paragraph.

16. Satisfaction. Upon the payment in full of all indebtedness secured hereby as evidenced by a recorded satisfaction of the Security Instrument executed by Lender, or its subsequent assign, this Assignment shall without the need for any further satisfaction or release become null and void and be of no further effect.

17. Rejection of Lease and Lender Creditor Of Tenants. In the event any of the Leases are rejected by reason of any proceeding under any federal or state insolvency or bankruptcy statute

permitting the termination or rejection of any of the Leases, Assignor agrees that no settlement, compromise, amendment or modification of the obligations of the tenant under any Lease will be made by Assignor without the prior written consent of Lender. Upon or at any time during the continuance of an Event of Default under this Assignment, Assignor agrees that Lender, and not Assignor, shall be and be deemed to be the creditor of the tenants in respect of assignments for the benefit of creditors and bankruptcy, reorganization, insolvency, dissolution, or receivership proceedings affecting such tenants, (without obligation on the part of Lender, however, to file or make timely filings of claims in such proceedings or otherwise to pursue creditor's rights therein, and reserving the right to Assignor to make such filing in such event) with an option to Lender to apply any money received by Lender as such creditor in reduction of the indebtedness secured hereby.

18. No Merger. The fact that the Leases or the leasehold estates thereby created might be held directly or indirectly by or for the benefit of any person or entity which might have an interest in any other estate in the Premises will not, by operation of law or otherwise, merge any of the Leases or the leasehold estates thereby created with any other estate in the Premises so long as the indebtedness hereby secured remains unpaid, unless Lender consents in writing to such merger.

19. Lender Attorney-in-Fact. Assignor hereby irrevocably appoints Lender and its successors and assigns as its agent and attorney in fact, which appointment is coupled with an interest, to exercise any rights or remedies hereunder and to execute and deliver during the term of this Assignment such instruments as this Lender may deem necessary to make this assignment and any further assignment effective.

20. Subsequent Leases. Until the indebtedness secured hereby shall have been paid in full, Assignor will deliver to Lender executed copies of any and all current and future leases upon all or any part of the Premises and agrees to make, execute and deliver unto Lender upon demand and at any time or times, any and all assignments and other instruments sufficient to assign the Leases and the Rents thereunder to Lender or that Lender may deem to be advisable for carrying out the true purposes and intent of this Assignment. All such future Leases must contain an environmental protection clause which states that the tenant shall not handle, release, store or produce hazardous wastes (as defined by federal law or local law) on the premises demised under such lease. The above covenant shall not be deemed to prohibit hazardous materials or wastes which are used in the ordinary course of the operation of businesses on the Premises and which are stored, used and disposed of in accordance with all applicable laws and ordinances and for which any necessary permits have been obtained. From time to time on request of Lender, Assignor agrees to furnish Lender with a rent roll of the Premises disclosing current tenancies, rents payable, and such other matters as Lender may reasonably request.

21. General Assignment of Leases and Rents. The rights contained in this Assignment are in addition to and shall be cumulative with the rights given and created in the Security Instrument, assigning generally all leases, rents and profits of the Premises and shall in no way limit the rights created thereunder. The giving of this Assignment is a condition precedent to the making of the loan secured hereby.

22. No Mortgagee In Possession. Nothing herein contained and no actions taken pursuant to this Assignment shall be construed as constituting Lender a "Mortgagee in Possession."

23. Continuing Rights. The rights and powers of Lender or any receiver hereunder shall continue and remain in full force and effect until all indebtedness secured hereby, including any deficiency remaining from a foreclosure sale, are paid in full, and shall continue after commencement of a foreclosure action and, if Lender be the purchaser at the foreclosure sale, after foreclosure sale and until expiration of the equity of redemption.

24. Successors And Assigns. This Assignment and each and every covenant, agreement and provision hereof shall be binding upon Assignor and its successors and assigns including without limitation each and every from time to time record owner of the Premises or any other person having an interest therein and shall inure to the benefit of Lender and its successors and assigns. As used herein the words "successors and assigns" shall also be deemed to mean the heirs, executors, representatives and administrators of any natural person who is or becomes a party to this Assignment. All rights of Lender in, to and under this Assignment shall pass to, and may be exercised by, any assignee of such rights of Lender. Assignor hereby agrees that if Lender gives notice to Assignor of an assignment of said rights, upon such notice the liability of Assignor to the assignee of Lender shall be immediate and absolute. Assignor will not set up any claim against Lender or any intervening assignee as a defense, counterclaim or setoff to any action brought by Lender or any intervening assignee for any amounts due hereunder or for possession of or the exercise of rights with respect to the Leases or any income derived from the Premises.

25. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of Indiana, notwithstanding that the conflicts of law rules for such State might otherwise require the substantive rules of law of another jurisdiction to apply. Notwithstanding anything expressed or implied herein to the contrary, the laws of the State in which the Premises are located shall be deemed to govern and control with respect to (i) the assignment of Assignor's interests in the Premises, Leases, Rents and other property of Assignor assigned, granted or conveyed by this Assignment, and (ii) the availability of, and procedures relating to, any remedy hereunder or related to this Assignment.

26. Validity Clause. It is the intent of this Assignment to confer to Lender the rights and benefits hereunder to the full extent allowable by law. If any provision (or a portion thereof) of this Assignment or of any other document executed in connection herewith is held invalid or unenforceable or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable (each such provision, or applicable portion thereof, is herein referred to as an "Invalid Provision"), then (i) the remainder of this Assignment, or the application of such Invalid Provision to any other person or circumstance, shall be valid and enforceable to the fullest extent permitted by law, (ii) the Invalid Provision shall be deemed to be severable in such instance, and (iii) Assignor and Lender shall negotiate an equitable adjustment in the provisions of the same in order to effect, to the maximum extent permitted by law, the purpose of this Assignment.

27. Notices. Any written notice required or permitted to be given to Lender or to Assignor hereunder shall be deemed effective when given in the manner as provided for in the Loan Agreement for the sending of notices to Lender and to Assignor.

28. Costs of Enforcement; Reimbursement of Expenses. Assignor agrees to pay to Lender the costs and expenses, including but not limited to attorneys' fees and legal expenses, incurred by Lender in connection with (i) the exercise of any right or remedy available to Lender under this Assignment, whether or not suit is commenced, (ii) the enforcement of any provision contained in this Assignment, (iii) the collection of any indebtedness or obligations secured hereby, and (iv) any bankruptcy, reorganization, receivership or other proceeding affecting creditor's rights and involving a claim under this Assignment or any document executed in connection herewith. Notwithstanding anything contained herein to the contrary, any provision contained herein requiring the reimbursement of attorney's fees incurred by Lender shall be deemed to be limited to reasonable attorneys' fees incurred by Lender, provided however, there shall be a rebuttable presumption that any such attorneys' fees incurred by Lender are reasonable in nature and amount.

29. Waiver of Right to Trial by Jury. Assignor hereby agrees that any suit, action or proceeding, whether a claim or counterclaim, brought or instituted by any party on or with respect to this Assignment or any other document executed in connection herewith or which in any way relates, directly or indirectly to the Loan or any event, transaction or occurrence arising out of or in any way connected with this Assignment or the dealings of the parties with respect thereto, shall be tried only by a court and not by a jury. **ASSIGNOR, AND LENDER BY ACCEPTANCE HEREOF, HEREBY EXPRESSLY WAIVE ANY RIGHT TO A TRIAL BY JURY IN ANY SUCH SUIT, ACTION OR PROCEEDING.** Assignor acknowledges that Assignor may have a right to a trial by jury in any such suit, action or proceeding and that Assignor hereby is knowingly, intentionally and voluntarily waiving any such right. Assignor further acknowledges and agrees that this paragraph is material to this Assignment and that adequate consideration has been given by Lender and received by Assignor in exchange for the waiver made by Assignor pursuant to this paragraph.

30. Joint and Several Obligations. The obligations, agreements and covenants of the persons or entities constituting Assignor hereunder are joint, several and unconditional.

31. Captions. The captions or headings herein have been inserted solely for the convenience of reference and in no way define or limit the scope, intent or substance of any provision of this Assignment. Whenever the context requires or permits the singular shall include the plural, the plural shall include the singular and the masculine, feminine and neuter shall be freely interchangeable.

[the remainder of this page is intentionally left blank,  
see the following page for signature of Assignor]



**SIGNATURE PAGE FOR ASSIGNOR**  
**TO ASSIGNMENT OF LEASES AND RENTS**

IN WITNESS WHEREOF, Assignor has caused this Assignment of Leases and Rents to be executed effective as of the date first above written.

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

STATE OF FLORIDA        )  
  ) SS:  
COUNTY OF ST JOHNS    )

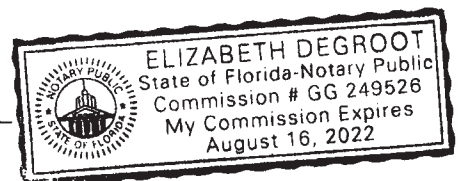
Before me, a Notary Public in and for said County and State, by means of  physical presence or  online notarization, personally appeared Donald Wenner, the President of DLP Real Estate Capital Inc., a Florida corporation, which is the Manager of DLP Capital Partners LLC, a Delaware limited liability company, which is the Manager of Vernal Ventures II LLC, a Florida limited liability company, who, after having been duly sworn, acknowledged the execution of the foregoing Assignment of Leases and Rents for and on behalf of such limited liability company.

Witness my hand and Notarial Seal this 12<sup>th</sup> day of August, 2020.

  
Printed: ( Elizabeth DeGroot ) Notary Public

My Commission Expires:  
8/16/22

My County of Residence:  
St. Johns



**SIGNATURE PAGE FOR ASSIGNOR  
TO ASSIGNMENT OF LEASES AND RENTS**

IN WITNESS WHEREOF, Assignor has caused this Assignment of Leases and Rents to be executed effective as of the date first above written.

GLEMSEB BETHLEHEM PROPERTY, LP,  
a Pennsylvania limited partnership

By:   
Donald Wenner, Authorized Signatory

STATE OF FLORIDA        )  
  ) SS:  
COUNTY OF ST JOHNS    )

Before me, a Notary Public in and for said County and State, by means of  physical presence or  online notarization, personally appeared Donald Wenner, Authorized Signatory of Glemser Bethlehem Property, LP, a Pennsylvania limited partnership, who, after having been duly sworn, acknowledged the execution of the foregoing Assignment of Leases and Rents for and on behalf of such limited partnership.

Witness my hand and Notarial Seal this 12<sup>th</sup> day of August, 2020.

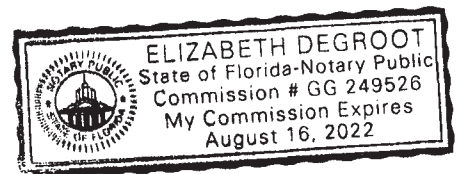
  
Printed: ( Elizabeth DeGroot ) Notary Public

My Commission Expires:

8/16/22

My County of Residence:

St Johns



**EXHIBIT "A"**

**Legal Description – Phase II Property**

Phase 2

LOT 4, ASHLEY CREEK VILLAGE SUBDIVISION, according to the official plat thereof on file in the office of the Recorder, Uintah County, Utah, recorded November 22, 2010 as Entry No. 2010009962.