13237847 4/8/2020 10:47:00 AM \$40.00 Book - 10923 Pg - 6403-6416 RASHELLE HOBBS Recorder, Salt Lake County, UT STEWART TITLE INS AGCY OF UT BY: eCASH, DEPUTY - EF 14 P.

MEMORANDUM OF MASTER CROSS-DEFAULT, CROSS-COLLATERALIZATION AND SECURITY INSTRUMENT MODIFICATION AGREEMENT

STATE OF UTAH)	MEMORANDUM OF MASTER CROSS-
)	DEFAULT, CROSS-COLLATERALIZATION
COUNTY OF SALT LAKE)	AND SECURITY INSTRUMENT
	ŕ	MODIFICATION AGREEMENT

THIS MEMORANDUM OF MASTER-CROSS DEFAULT, CROSS-COLLATERALIZATION AND SECURITY INSTRUMENT MODIFICATION AGREEMENT (the "Memorandum") is made as of April 7, 2020, by the undersigned Borrowers named in the attached Exhibit B and Greystone Servicing Company LLC, a Delaware limited liability company ("Lender").

Preliminary Statement

On April 7, 2020, the Borrowers entered into a certain Master Cross-Default, Cross-Collateralization and Security Instrument Modification Agreement with Lender whereby the Borrowers agreed that their respective properties would be cross-defaulted and cross-collateralized as security for loans being made by Lender, which loans are described on <u>Schedule 1</u> attached hereto and made a part hereof (collectively, the "Loans"). Lender requires that this Memorandum be executed and recorded in the land records where each Borrower's property is located.

NOW, THEREFORE, the Borrowers state as follows:

- 1. The Master Cross-Default, Cross-Collateralization and Security Instrument Modification Agreement covers and applies to the real property described in the attached Exhibit A (collectively, the "Mortgaged Properties").
- 2. The terms and conditions of the Master Cross-Default, Cross-Collateralization and Security Agreement as it may be amended in the future are incorporated herein as though set forth in full.
- 3. This Memorandum is executed for the purpose of recordation in order to give public notice of the Master Cross-Default, Cross-Collateralization and Security Instrument Modification Agreement, including, without limitation, notice that each of the Mortgaged Properties secure to Lender the payment and performance of all of the Borrowers' combined obligations with respect to the Loans.
- 4. Provided an amendment to the Master Cross-Default, Cross-Collateralization and Security Instrument Modification Agreement does not add any additional real property to or release any of the real property described in the attached Exhibit A from the Master Cross-Default, Cross-Collateralization and Security Instrument Modification Agreement, no amendments to the Master Cross-Default, Cross-Collateralization and Security Instrument Modification Agreement or this Memorandum shall be required to be recorded. In the event a property described in Exhibit A is released from the Master Cross-Default, Cross-Collateralization and Security Instrument Modification Agreement or a new property is added to the collateral pool covered by the Master Cross-Default, Cross-Collateralization and Security

Instrument Modification Agreement, this Memorandum shall be amended to reflect such release or addition and said amendment shall be recorded in the land records where each Borrower's property is located.

[Remainder of page intentionally blank; signatures follow]

IN WITNESS WHEREOF, Borrowers, Lender and Guarantor have executed this Memorandum of Master Cross-Default, Cross-Collateralization and Security Instrument Modification Agreement under seal as the day and hear first above written.

BORROWER:

GC ASPENWOOD, LLC,

a Delaware limited liability company

By: Domus MF Octo, LLC, a Delaware limited liability company, its Managing Member

By:

Name: Robert D. Geringer

Title: Manager

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 13 3030 before me, LAUNE SUM Setan Rubic(here insert name and title of officer), personally appeared Robert D. Geringer, 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: Allue Sus Deur

LAURIE SUSAN SPECTER
Notary Public - California
Los Angeles County
Commission # 2252733
My Comm. Expires Sep 1, 2022

BORROWER:

GC STARK STREET, LLC,

a Delaware limited liability company

By:

Domus MF Octo, LLC, a Delaware limited liability company, its Managing Member

By:

Name: Robert D. Geringer

Title: Manager

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 WS AUGENES

On 100 before me, <u>alline Schaffether</u> (here insert name and title of officer), personally appeared Robert D. Geringer, 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:

LAURIE SUSAN SPECTER
Notary Public - California
Los Angeles County
Commission # 2252733
My Comm. Expires Sep 1, 2022

BORROWER:

By:

GC HOLLADAY ON 9th, LLC,

a Delaware limited liability company

By: Domus MF Octo, LLC, a Delaware limited liability company, its Managing Member

Name: Robert D. Geringer

Title: Manager

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	
Onbearing,	re subscribed to the within me in his/her/their authorized
upon behalf of which the person(s) acted, executed the hardener.	
I certify under PENALTY OF PERJURY under the laws of the foregoing paragraph is true and correct.	State of California that the
WITNESS my hand and official seal.	
Signature:	

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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 OS Mycles On 4/6/20 before me, Laur Date personally appeared Robert D. Ge	Here Insert Name and Title of the Officer Name(s) of Signer(s)			
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.				
LAURIE SUSAN SPECTER Notary Public - California Los Angeles County Commission # 2252733 My Comm. Expires Sep 1, 2022	ertify under PENALTY OF PERJURY under the laws the State of California that the foregoing paragraph true and correct. ITNESS my hand and official seal. Ignature Signature of Notary Public			
Place Notary Seal Above				
Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.				
Description of Attached Document Title or Type of Document: Document Date: Signer(s) Other Than Named Above:	Number of Pages:			
Capacity(ies) Claimed by Signer(s) Signer's Name: Corporate Officer — Title(s): Partner — Limited General Individual Attorney in Fact Trustee Guardian or Conservator Other: Signer Is Representing:	Signer's Name: Corporate Officer — Title(s): Partner — Limited General Individual Attorney in Fact Trustee Guardian or Conservator Other: Signer Is Representing:			

LENDER:

GREYSTONE SERVICING COMPANY LLC, a

Delaware limited liability company

By:

Laura Kane

lanaging Director, Closing

ACKNOWLEDGMENT

STATE OF Maryland) ss:

This Instrument was acknowledged before me on ________, 2020, by Laura Kane, Managing Director, Closing of Greystone Servicing Company LLC, a Delaware limited liability company, on behalf of said limited liability company.

(Signature of officer)

(Title of officer)

My commission expires

PADMA BAJRACHARYA

Notary Public - Maryland

Montgomery County

My Commission Expires Aug. 21, 2022

Prepared by, and after recording return to:

Jeremy Teaberry, Esq. Ballard Spahr LLP 1735 Market Street, 51st Floor Philadelphia, Pennsylvania 19103

EXHIBIT A

LEGAL DESCRIPTIONS

Aspenwood Apartments Legal Description

The land referred to herein is situated in the County of Salt Lake, State of Utah, and is described as follows:

Parcel 1:

Beginning at a point on the West right-of-way line of 4000 West Street, said point being South 0°03'40" West along the Section line 194.90 feet and West 40.00 feet from the Northeast Corner of Section 6, Township 2 South, Range 1 West, Salt Lake Base and Meridian, and running thence West 501.83 feet; thence North 153.94 feet to the South right-of-way line of 4100 South Street; thence South 89°53'59" West along said right-of-way line 283.01 feet; thence South 0°03'40" West 646.40 feet; thence North 89°53'59" East 785.00 feet to the West right-of-way line of 4000 West Street; thence North 0°03'40" East along said West right-of-way line 491.57 feet to the point of beginning.

Parcel 2:

Together with a Sign Easement as set forth and described in that certain Declaration of Easements dated December 1, 1994 and recorded December 8, 1994 as Entry No. 5981545 in Book 7067 at Page 2626 and re-recorded January 19, 1995 as Entry No. 6006437 in Book 7089 a Page 59 of Official Records and more particularly described as follows:

Beginning at a point on the West right-of-way line of 4000 West Street, said point being South 0°03'40" West along the Section line 194.90 feet and West 40.00 feet from the Northeast Corner of Section 6, Township 2 South, Range 1 West, Salt Lake Base and Meridian and running thence West 20.0 feet; thence North 0°03'40" East 10.00 feet; thence East 20.00 feet to the aforementioned West right-of-way line; thence South 0°03'40" West along said West line 10.00 feet to the point of beginning.

Tax ID No. 21-06-229-006

Stark Street Crossings Legal Description

PARCEL A:

A tract of land lying in the West one-half of the Southwest one-quarter of Section 33, Township 1 North, Range 1 east of the Willamette Meridian, in the City of Gresham, County of Multnomah, and State of Oregon, described as follows:

Commencing at a point in the centerline of SE Stark Street, which is the Southwest corner of the Stephen Roberts Donation Land Claim, thence S89°48'00"E along said South line of said Roberts Claim a distance of 155.00 feet to a point on the centerline of SE Stark Street; thence leaving said centerline N00°04'00"W a distance of 45.00 feet to a point on Northerly Right of Way line of said SE Stark Street, also being the True Point of Beginning; thence leaving said Northerly Right of Way line, N00°04'00"W a distance of 659.13 feet to a point that is the Northerly Southwest corner of the Plat of Conifer Park; thence S89°48'30"E, along the Northerly South line of said Plat of Conifer Park, a distance of 356.00 feet to the Northerly Southeast corner of said Plat of Conifer Park; thence S00°04'00"E along the West line of said Plat of Conifer Park a distance of 112.00 feet to a point on the Easterly West line thereof, also being the Southwest corner of Lot 2, Block 10 of said Plat of Conifer Park; thence S89°56'00"W a distance of 2.36 feet to a point of a curvature; thence along the arc of a tangent curve to the right, having a radius of 15.000 feet, a delta angle of 44°24'55", an arc length of 11.63 feet, the chord of which bears S67°51'33"E, a chord length of 11.34 feet, to a point of reverse curvature; thence along the arc of a tangent curve to the left, having a radius of 41.00 feet, a delta angle of 268°49'50", and arc length of 192.37 feet, the chord of which bears S00°04'00"W, a chord length of 58.57 feet, to a point of reverse curvature; thence along the arc of a tangent curve to the right, having a radius of 15.00 feet, a delta angle of 44°24'55", an arc length of 11.63 feet, the chord of which bears S67°43'32"W, a chord length of 11.34 feet, to a point of tangency; thence N89°56'00"E a distance of 2.36 feet to a point on the Easterly West line of said Plat of Conifer Park; thence S00°04'00"E along the Easterly West line of said Plat of Conifer Park a distance of 497.17 feet to a point on the Northerly Right of Way line of said SE Stark Street; thence along the Northerly Right of Way line of said SE Stark Street N89°48'00"W a distance of 356.00 feet to the True Point of Beginning.

PARCEL B:

An Easement for underground right of way for sewer line as more fully set forth and described in instrument recorded June 8, 2004 as Recorder's Fee No. 2004-103209, Multnomah County Records.

Holladay on Ninth Legal Description

The land referred to herein is situated in the County of Salt Lake, State of Utah, and is described as follows:

Commencing at a fence corner on the South line of Rose Garden Subdivision, said point being North 506.83 feet and West 379.50 feet and North 89°49'55" West 1.43 feet from the center of Section 5, Township 2 South, Range 1 East, Salt Lake Base and Meridian, Salt Lake County Utah, and running thence South 0°40'40" West along a fence line 211.38 feet; thence South 0°17'30" West along a fence line 484.77 feet to the new North Right of Way Line of 4500 South Street after widening, thence North 89°54'45" West along said line 98.60 feet; thence North 162.00 feet; thence North 89°54'45" West 43.50 feet; thence North 324.17 feet to a fence line; thence North 89°33'30" West along said fence line 227.13 feet to the East line of 900 East Street; thence North 0°05'09" East along said line 104.60 feet to a fence line; thence South 89°54'45" East along said fence line 172.99 feet; thence South 89°02' East along said fence line 29.80 feet; thence North 0°40'40" East 105.20 feet to the South line of Rose Garden Subdivision; thence South 89°49'55" East (Equals South 89°49'20" East on Subdivision Plat) 170.0 feet to the point of commencement.

Tax ID No. 22-05-178-024

EXHIBIT B

BORROWERS

Borrower	Type of Entity
GC Aspenwood, LLC	Delaware limited liability company
GC Stark Street, LLC	Delaware limited liability company
GC Holladay on 9th, LLC	Delaware limited liability company

SCHEDULE 1

Borrower	Mortgage Loan Amount	Mortgaged Property
GC Aspenwood, LLC	\$19,775,000	Aspenwood Apartments
GC Stark Street, LLC	\$25,125,000	Stark Street Crossings
GC Holladay on 9th, LLC	\$11,100,000	Holladay on Ninth