

No delinquent taxes

Transfer Entered

Jan 14, 2021 9:18 AM

Hennepin County, Minnesota
Mark Chapin
County Auditor and Treasurer



LAND TYPE Abstract (A)

DOC NUM 10900469

Certified, filed and/or recorded on
Jan 14, 2021 9:18 AM

Office of the County Recorder
Hennepin County, Minnesota
Martin McCormick, County Recorder
Mark Chapin, County Auditor and Treasurer

Deputy 133

Pkg ID 2151147E

Document Recording Fee

\$46.00

Document Total

\$46.00

PID(s)

06-027-23-23-0641

FIRST AMENDMENT TO PARKING EASEMENT AGREEMENT

This First Amendment to Parking Easement Agreement (this “**Amendment**”) is entered into as of the 12th day of January, 2021 (the “**Effective Date**”) by and among Bloomington Central Station, LLC, a Delaware limited liability company (“**BCS**”), BCS GD West, LLC, a Minnesota limited liability company (“**GD West**”), McGough Development, LLC, a Delaware limited liability company (“**McGough Development**,” and together with BCS and GD West, “**McGough**”), and Hotel Bloomington 3200 E 81st LLC, a Delaware limited liability company (“**Benefited Parcel Owner**”). BCS, GD West, McGough Development, and Benefited Parcel Owner will sometimes be referred to individually as a “**Party**” and collectively as the “**Parties.**”

RECITALS

- A. Benefited Parcel Owner owns the real property legally described as Lot 1, Block 1, Bloomington Central Station 3rd Addition, Hennepin County, Minnesota (the “**Benefited Parcel**”). The Benefited Parcel is presently being used for hotel purposes.
- B. Benefited Parcel Owner is the successor to Bloomington Central Station Hotel, LLC, a Delaware limited liability company, the entity named as the Grantee in that certain Parking Easement Agreement dated June 16, 2014 and recorded in the Office of the Hennepin County Recorder on June 18, 2014 as Document No. A10088916 (the “**Parking Easement Agreement**”) which was entered into with BCS as Grantor. Among the easements and rights granted to the Benefited Parcel by the Parking Easement Agreement is a non-exclusive easement to park up to one hundred twenty-five (125) vehicles (the “**Parking Easement**”) on a portion of Outlot B, Bloomington Central Station 2nd Addition, Hennepin County, Minnesota (the “**Burdened Parcel**”), all as more fully described on Exhibit A to the Parking Easement Agreement.
- C. Section 5 of the Parking Easement Agreement provides for the right of BCS and its successors to relocate the Parking Area (as defined in the Parking Easement Agreement) to one or more other properties in reasonable proximity to the Benefited Parcel, at which time those areas would become the Burdened Parcel and Parking Area.
- D. The Parties desire that the Parking Easement Agreement be modified and supplemented as described in this Amendment.

RECORDING REQUESTED BY
FIRST AMERICAN TITLE CO.
NATIONAL COMMERCIAL SERVICES

PROVISIONS

In consideration of the mutual covenants of the Parties contained herein and intending to be legally bound hereby, the Parties agree as follows:

1. **Recitals; Definitions.** The Recitals set forth above shall be considered a substantive part of this Amendment. Capitalized terms in this Amendment shall have the meanings given those terms in the Parking Easement Agreement except to the extent a different meaning is clearly indicated in this Amendment.

2. **Modification of Parking Areas and other Portions of the Benefited Parcel in Connection with Construction of Parking Improvements.** At the time McGough or its affiliate commences construction of 31st Avenue and the improvements related thereto (collectively, the “**31st Avenue Improvements**”), McGough or its affiliate, at McGough’s sole cost and expense, shall make commercially reasonable efforts to obtain from the City of Bloomington (the “**City**”) such approvals and permits (collectively, the “**City Approvals**”) as may be required for construction of the New Parking Improvements (as hereinafter defined), all of which shall be constructed at McGough’s sole cost and expense.

(a) Attached to this Amendment as *Exhibit A* is a site plan (the “**Parking Lot Site Plan**”) depicting the Benefited Parcel and certain real property adjacent to and westerly of the Benefited Parcel legally described on attached *Exhibit B* (the “**Parking Property**”). The Parking Lot Site Plan generally depicts the parking lot facilities, areas and spaces, driveways and drive areas, curbing, curb cuts and related improvements (collectively, the “**New Parking Lot Improvements**”) to be constructed by McGough on the Benefited Parcel and the Parking Property.

(b) Within a reasonable time after commencing construction of the 31st Avenue Improvements, provided McGough or its affiliate have obtained the City Approvals, McGough or its affiliate shall commence construction of (i) the New Parking Lot Improvements so as to provide a parking lot that is constructed in the manner depicted within and includes the number of single and tandem parking stalls identified within the Parking Lot Site Plan and (ii) the Stormwater Improvements (as hereinafter defined) (collectively, the “**New Parking Improvements**”). The “**Stormwater Improvements**” shall consist of the additional drainage and stormwater management facilities needed to accommodate the existing stormwater needs of the Benefited Parcel and the Parking Property as improved with the New Parking Lot Improvements. The Stormwater Improvements shall include, but not be limited to providing, constructing and/or installing: (i) an underground pipe infiltration system to replace the existing bio-infiltration swale on the Parking Property; (ii) additional catch basins on the Benefited Parcel and the Parking Property; and (iii) the connection between the underground pipe infiltration system described in this paragraph and the storm sewer in 31st Avenue South.

(c) Upon lien-free completion of the New Parking Improvements (as evidenced by such documentation as Benefited Parcel Owner shall reasonably require), the following terms used in the Parking Easement Agreement shall be modified as follows: (i) the term

“Parking Area” shall mean (a) the portion of the Parking Property that is improved with New Parking Lot Improvements pursuant to this Amendment and (b) the portion of the existing parking lot located on the portion of Outlot U, Bloomington Central Station 2nd Addition, Hennepin County, Minnesota, which is generally depicted on Exhibit D to the Parking Easement Agreement (the **“Additional Parking Property”**), which portion of such parking lot will be designated by McGough from time to time (by thirty (30) days advance written notice to Benefited Parcel Owner and, if less than the entire parking lot on the Additional Parking Property, by signage on the Additional Parking Property), as is necessary to provide the Benefited Parcel sufficient area for the non-exclusive parking of at least one hundred twenty-five (125) vehicles between such designated area on the Additional Parking Property (the **“Existing Parking Lot Improvements”**) and the area improved with the New Parking Lot Improvements on the Parking Property, (ii) the term **“Parking Improvements”** shall mean the (a) New Parking Lot Improvements and (b) the Existing Parking Lot Improvements; and (iii) the term **“Burdened Parcel”** shall mean the (a) portion of the Parking Property improved with the New Parking Lot Improvements and (b) the portion of the Additional Parking Property improved with the Existing Parking Lot Improvements.

3. **Temporary Construction Easement.**

(a) Benefited Parcel Owner hereby grants to McGough and its affiliates a temporary construction easement (the **“Temporary Construction Easement”**) over, under, upon and across a portion of the Benefited Parcel reasonably approved by Benefited Parcel Owner, which approval shall not be unreasonably withheld, conditioned or delayed (the **“Construction Easement Area”**) for the following purposes: (i) installing a non-permanent construction fence, gates, and/or erosion control facilities required by the City or considered necessary or appropriate by McGough or its affiliates; (ii) delivery of construction materials and equipment that will be used by McGough or its affiliates, and their respective contractors, in connection with completing the New Parking Improvements; (iii) staging and storing such equipment and materials; (iv) performing earthwork needed for or relating to the performance of the New Parking Improvements, including storage of soil; (v) using and removing construction equipment and other machinery in performing, constructing and/or installing the New Parking Improvements; (vi) joining the existing parking and driving surfaces on the Benefited Parcel to the parking and driving surfaces constructed on the Parking Property; (vii) performing such striping as may be needed to cause the parking and driving areas on the Benefited Parcel and the Parking Property to conform to the Parking Lot Site Plan; (viii) generating noise, vibration, dust and other effects that are typical in connection with performing improvements similar to the New Parking Improvements; and (ix) reasonably limiting access to the portions of the Benefited Parcel and Parking Property affected by any of the foregoing to ensure the safety of persons and the security of equipment and materials. Notwithstanding anything in this Amendment to the contrary, and for the avoidance of doubt, the ultimate location of the Construction Easement Area shall be subject to Benefited Parcel Owner’s consent, which shall not be unreasonably withheld, conditioned or delayed. The term of the Temporary Construction Easement will begin upon the commencement of construction of the 31st Avenue Improvements and terminate on the earlier to occur of: (A) final

completion of the work relating to the New Parking Improvements, including removal of equipment, machinery, fencing and similar materials; and (B) twenty-four (24) months from the commencement of construction of the 31st Avenue Improvements. Notwithstanding the foregoing, in no event shall the use of the foregoing Temporary Construction Easement unreasonably interfere with Benefited Parcel Owner's use and enjoyment of the Benefited Parcel. Without limitation of the foregoing, McGough agrees that it and its affiliates will (a) enter and require its suppliers, subcontractors and their employees to enter the Benefited Parcel from the west to the extent doing so is reasonably practicable, and (b) will take all commercially reasonable efforts to minimize the impact on the Benefited Parcel caused by the construction of the New Parking Improvements, including taking reasonable steps to minimize, to the extent reasonably possible, any impact to the ingress/egress to the Benefited Parcel or to existing parking on the Benefited Parcel.

(b) McGough and its agents, contractors, subcontractors and vendors shall be required to obtain and keep in full force and effect during the term of the Temporary Construction Easement, and to pay the costs and premiums of, broad form general comprehensive liability insurance with limits of not less than \$1,000,000 combined single limit of liability and each such policy shall name Benefited Parcel Owner as an additional insured.

4. **Permanent Sidewalk Easement.** Benefited Parcel Owner hereby grants to McGough or its designee a permanent sidewalk easement over, under, upon and across a portion of the Benefited Parcel for construction, reconstruction, maintenance, repair, replacement and use of the portion of the sidewalk depicted on Parking Lot Site Plan that is located on the Benefited Parcel (the "**Sidewalk Easement**"). The Parties agree to promptly, upon request of any Party, execute and record any documents reasonably necessary to confirm the final locations of the Sidewalk Easement and the identity of the designee to which McGough has transferred the rights to the Sidewalk Easement. Notwithstanding anything to the contrary, and for the avoidance of doubt, (y) McGough (or, as applicable, its designee to which McGough has transferred the rights to the Sidewalk Easement), shall be solely responsible for constructing and maintaining the sidewalk located in the Sidewalk Easement area, provided, however, McGough or its designee will be entitled to seek reimbursement for certain costs and expenses incurred in managing, operating, maintaining, repairing, and replacing such sidewalk as and to the extent permitted under that certain Declaration of Easements, Rules and Regulations and Architectural Standards Relating to Hotel Property dated June 16, 2014, which is recorded on June 18, 2014, as Document No. A10088908, and (z) the ultimate location of the Sidewalk Easement shall be subject to Benefited Parcel Owner's consent, which shall not be unreasonably withheld, conditioned or delayed.

5. **Indemnification.** McGough agrees to defend, indemnify, and hold harmless Benefited Parcel Owner from and against any and all loss, cost (direct or indirect), liability, judgments, and expense, including the payment of reasonable attorneys' fees, resulting or arising, directly or indirectly, from matters relating to the construction of the New Parking Improvements, the 31st Avenue Improvements, and the use of the Temporary Construction Easement and the Sidewalk Easement, except to the extent caused by the gross negligence or willful misconduct of Benefited Parcel Owner. McGough shall not permit or suffer and, to the extent so permitted or suffered, shall cause to be promptly removed and released, any mechanic's or materialman's lien on the

Benefited Parcel on account of supplies, machinery, tools, equipment, labor or materials furnished or used in connection with the planning, design, inspection, construction, alteration, repair or surveying of the New Parking Improvements, the 31st Avenue Improvements, or the above-described sidewalk. In the event the Benefited Parcel shall have been subject to a lien in violation of the foregoing, Benefited Parcel Owner may, at its option and at McGough's cost and expense after written notice to McGough and its failure to discharge such lien within fifteen (15) days following receipt of such notice, enter into, defend, prosecute or pursue any effort or action (whether or not litigation is involved) which Benefited Parcel Owner deems reasonably necessary to defend itself or the Benefited Parcel from and against all claims or liability arising by, through, or under McGough.

6. Maintenance of Parking Area and Parking Improvements. The terms of the Parking Easement Agreement dealing with the costs and expenses for maintenance, repair, and replacement of the Parking Area and Parking Improvements shall remain unchanged; provided, however, the Parties acknowledge and agree that, once the New Parking Improvements are complete, the Benefited Parcel shall be solely responsible for the maintenance, repair, and replacement of the portion of the Parking Improvements located on the Parking Property. Additionally, and for avoidance of doubt, the Parties acknowledge agree that the fee owner of the Parking Property, as such owner changes from time to time, will at all times remain responsible for payment of the real estate taxes for such property.

7. Partial Termination of Parking Easement as to Portions of Parking Area Not Located on Parking Property. Notwithstanding anything in the Parking Easement Agreement to the contrary, the Parties agree that the Parking Easement will partially terminate as to all portions of the Parking Area not located on the Parking Property (but will remain in full force and effect as to the portion of the Parking Area located on the Parking Property) upon the satisfaction of each of the following terms and conditions:

- (a) The lien-free completion of the construction of the New Parking Improvements, as evidenced by such documentation as Benefited Parcel Owner shall reasonably require;
- (b) Payment of Two Hundred Twenty-Five Thousand Dollars (\$225,000) to Benefited Parcel Owner; and
- (c) Approval by the City of the termination of the Parking Easement as to all portions of the Parking Area not located on the Parking Property.

Notwithstanding the foregoing, regardless of the date of the satisfaction of conditions set forth in subsections (a) through (c) above, the effective date of such termination shall occur no earlier than January 1, 2026. Additionally, if the conditions set forth in subsections (a) through (c) above are not satisfied on or before December 31, 2030, then the provisions of this Section 7 will be null and void and McGough will thereafter have no right to partially terminate the Parking Easement pursuant to this Section 7.

Benefited Parcel Owner covenants and agrees that it will reasonably assist McGough or its designees, at no cost or expense to Benefited Parcel Owner, in obtaining the City's consent to the

partial termination of the Parking Easement as contemplated in this Section 7, provided, however, in no event will such termination be effective until the conditions in subsections (a)-(c) have been satisfied. The assistance by Benefited Parcel Owner shall include expressing support to the City for, and no objections to, McGough's proposed termination of the Parking Easement as to all areas other than the Parking Property. Upon such partial termination of the Parking Easement in accordance with this Section 7, the Parties (or successor Owners of the Burdened Parcel or the Benefited Parcel, as applicable) shall promptly enter into and record a document, in form and substance reasonably satisfactory to the Parties (or successor Owners of the Burdened Parcel or the Benefited Parcel, as applicable) confirming the partial termination of the Parking Easement in accordance with this Section 7.

8. Partial Termination of Parking Easement as to the Portion of the Parking Area on the Parking Property. Notwithstanding anything in the Parking Easement Agreement to the contrary, the Parties agree that the Parking Easement will partially terminate as to the portion of the Parking Area located on the Parking Property (but will remain in full force and effect as to the portions of the Parking Area not located on the Parking Property) upon the satisfaction of each of the following terms and conditions:

- (a) The lien-free completion of the New Parking Improvements, as evidenced by such documentation as Benefited Parcel Owner shall reasonably require;
- (b) McGough, at its sole cost and expense, shall have obtained approvals from the City necessary to replat the Parking Property and the Benefited Parcel such that the Benefited Parcel and the Parking Property constitute a single legal parcel of record that is designated as a single parcel for real estate tax purposes following such re-platting (the "**New Plat**");
- (c) Benefited Parcel Owner shall have received an updated Phase I environmental report (the "**Updated Phase I**") that (a) does not identify (1) any Recognized Environmental Conditions as defined in ASTM E1527-05 that (i) require any remediation to comply with Environmental Laws or (ii) violate any Environmental Law, (2) any other violation of Environmental Law at the Parking Property, or (3) the presence of any hazardous substance from, into, at, on, in or under the Parking Property, and (b) describes the environmental condition of the Parking Property as of a date which is not more than six (6) months prior to the date Benefited Parcel Owner is to take title to the Parking Property. The owner of the Parking Property will, at no expense to the owner of the Parking Property, reasonably cooperate with the Benefited Parcel Owner's efforts to obtain the Updated Phase I and the Benefited Parcel Owner shall provide such owner copies of any environmental reports or similar studies Benefited Parcel Owner or its affiliates obtained in connection with Benefited Parcel Owner's acquisition of the Benefited Parcel; and
- (d) Following the City's approval of the New Plat and Benefited Parcel Owner's receipt of the Updated Phase I satisfying the requirements of clause (c) above, GD West (or the then-current owner of the Parking Property if GD West is not the then-current owner) shall have conveyed all of its right, title and interest in and to the Parking Property to Benefited Parcel Owner, and thereafter Benefited Parcel Owner shall execute and acknowledge the New Plat (and, as necessary, obtain the written consent of its mortgage

lender(s) to the New Plat in such form as may be required to record the New Plat). McGough will bear all cost for preparing, obtaining approval of, and recording the conveyance from GD West to Benefited Parcel Owner and the New Plat.

Benefited Parcel Owner covenants and agrees that it will reasonably assist McGough or its designees, at no cost or expense to Benefited Parcel Owner, in obtaining the City's consent to the New Plat as contemplated in this Section 8, provided, however, in no event will such termination be effective until the condition in subsection (a)-(d) have been satisfied. Upon such partial termination of the Parking Easement in accordance with this Section 8, the Parties (or successor Owners of the Burdened Parcel or the Benefited Parcel, as applicable) shall promptly enter into and record a document, in form and substance reasonably satisfactory to the Parties (or successor Owners of the Burdened Parcel or the Benefited Parcel, as applicable) confirming the partial termination of the Parking Easement in accordance with this Section 8.

The Parties acknowledge and agree that partial terminations of the Parking Easement contemplated in Section 7 and Section 8 above may occur simultaneously or may occur independently, in any order.

As used herein, the term "Environmental Law" means and includes, without limitation, any federal, state or local law, whether under common law, statute, rule regulation or otherwise, requirements under permits or other authorizations issued with respect thereto, and other orders, decrees, judgments, directives or other requirements of any governmental authority relating to or imposing liability or standards of conduct, disclosure or notification with regard to the protection of human health, the environment, ecological conditions, hazardous substances or any activity involving hazardous substances, all as previously or now existing and in the future to be amended.

9. **Further Assurances.** At any time and from time to time, each Party shall, at the request of any other Party hereto, and without further consideration, promptly execute, acknowledge and deliver such further instruments and take such further action as the requesting Party may reasonably require or request in order to consummate and confirm the transactions contemplated by this Amendment, including, but not limited to, the partial terminations of the Parking Easement contemplated in Sections 7 and 8 above; provided, however, no such instruments or actions shall impose any burden or obligation that is materially in excess of any burden or obligation specifically imposed pursuant to the terms of this Amendment.

10. **Provisions of this Amendment to Run With Land.** The respective rights and obligations of the Parties to this Amendment shall attach to, bind and run with the land and shall inure to the benefit of and be binding upon Benefited Parcel Owner, McGough, their successors and assigns, and subsequent owners of the Benefited Parcel and the Burdened Parcel.

11. **Miscellaneous.** This Amendment shall be governed by and construed in accordance with the laws of the State of Minnesota. This Amendment shall not be construed strictly for or against any Party hereto. The captions are inserted in this Amendment only for convenience of reference and do not define, limit or describe the scope or intent of any provisions of the Amendment. This Amendment may be signed in counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one instrument. By its execution of this instrument, each

of the Parties certifies to the other Parties that it is authorized to do so and that its covenants and agreements in this Amendment constitute legal and binding obligations on each Party and are enforceable against the other Parties in accordance with their terms. Except as modified hereby, the Parking Easement Agreement shall remain in full force and effect. To the extent there is any conflict between the terms of this Amendment and the Parking Easement Agreement, the terms of this Amendment shall govern.

(Balance of page left blank. Signature pages for each Party follow)

The parties have executed and delivered this Amendment as of the Effective Date.

Bloomington Central Station, LLC,
a Delaware limited liability company

By: 

Name: Thomas J. McGough, Jr.

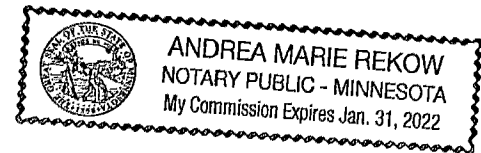
Title: President

STATE OF MINNESOTA)
) ss
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this 08 day of January, 2021 by Thomas J. McGough, Jr., the President of Bloomington Central Station, LLC, a Delaware limited liability company, on behalf of said limited liability company.


Notary Public

[Signatures Continue on Following Page]



The parties have executed and delivered this Amendment as of the Effective Date.

McGough Development, LLC,
a Delaware limited liability company

By: _____

Name: Thomas J. McGough, Jr.

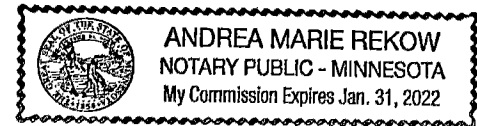
Title: President

STATE OF MINNESOTA)
) ss
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this 11 day of January, 2021 by Thomas J. McGough, Jr., the President of McGough Development, LLC, a Delaware limited liability company, on behalf of said limited liability company.

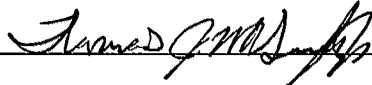
Notary Public

[Signatures Continue on Following Page]



The parties have executed and delivered this Amendment as of the Effective Date.

BCS GD West, LLC,
a Minnesota limited liability company

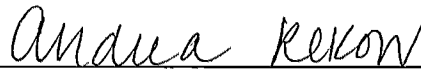
By: 

Name: Thomas J. McGough, Jr.

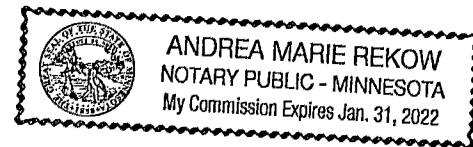
Title: President

STATE OF MINNESOTA)
) ss
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this 08 day of January, 2021 by Thomas J. McGough, Jr., the President of BCS GD West, LLC, a Minnesota limited liability company, on behalf of said limited liability company.

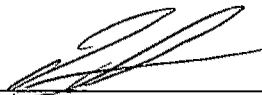

Notary Public

[Signatures Continue on Following Page]



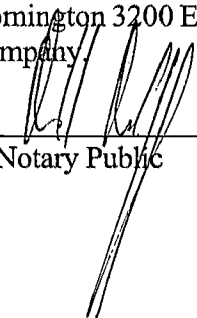
The Parties have executed and delivered this Amendment as of the Effective Date.

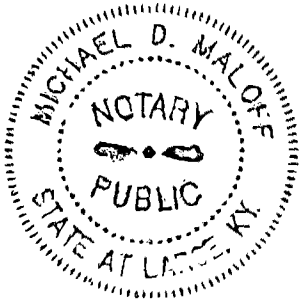
Hotel Bloomington 3200 E 81st, LLC,
a Delaware limited liability company

By: 
Name: Darryl D. Schulte, Jr.
Title: Authorized Signatory

STATE OF Kentucky)
) ss
COUNTY OF Jackson)

The foregoing instrument was acknowledged before me this 11th day of January, 2021 by Darryl Schulte, the Authorized Signatory of Hotel Bloomington 3200 E 81st, LLC a Delaware limited liability company, on behalf of said limited liability company.


Notary Public



THIS INSTRUMENT WAS DRAFTED BY:
Fredrikson & Byron, P. A. (LJB)
200 South Sixth Street, Suite 4000
Minneapolis, MN 55402

EXHIBIT A
Parking Lot Site Plan

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly licensed engineer under the laws of the State of Minnesota.

Signature:
Typed or Printed Name:
Date:

Kimley»Horn

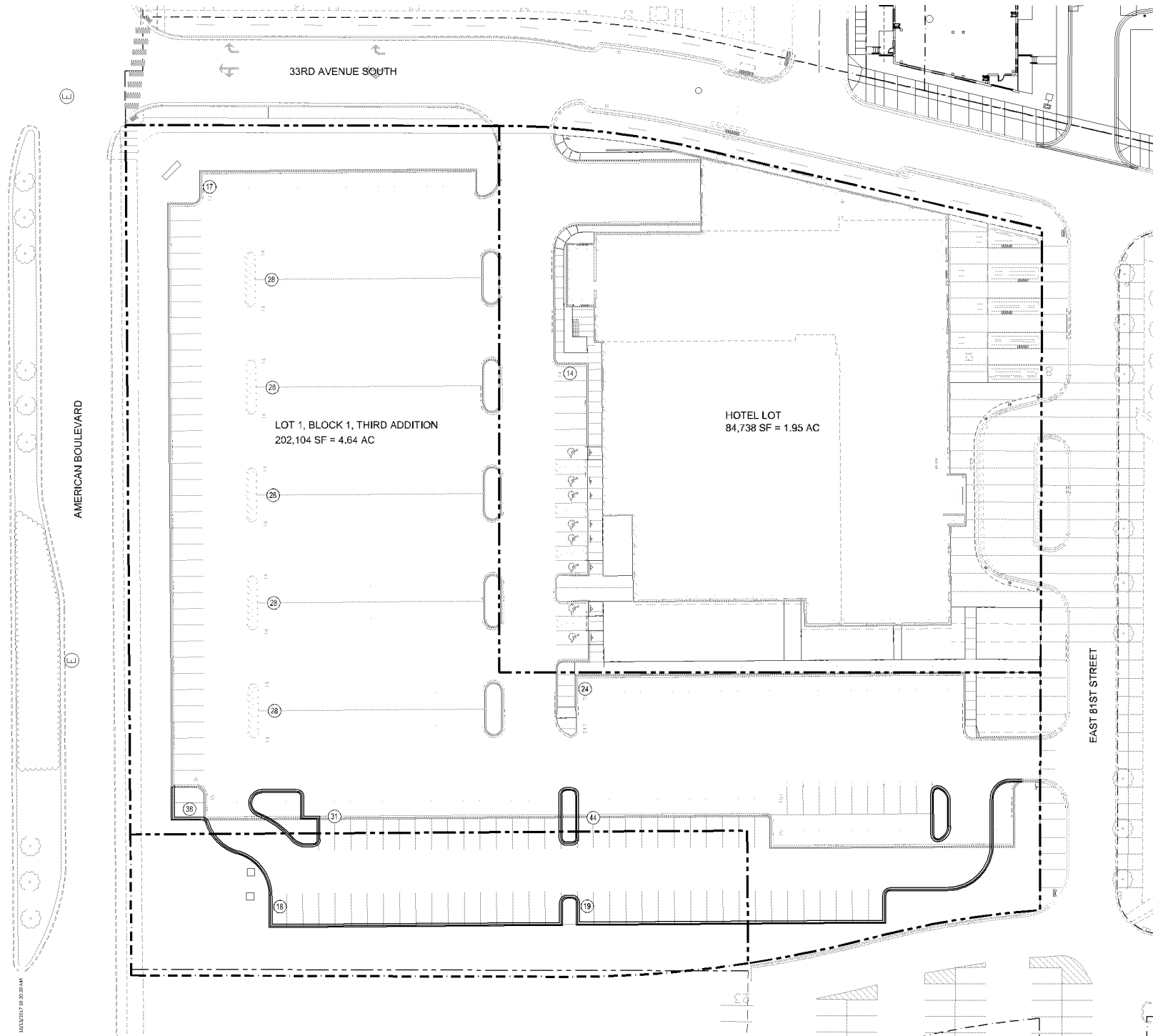
HOTEL PARKING
EXHIBIT
04/26/2019

ORIGINAL ISSUE:
04/26/2019
REV'S ONLY:
No. Description Date

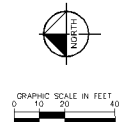
PROJECT NUMBER:
NO. DRAWN BY: NO. CHECKED BY:
KEY PLAN

Bloomington Central
Station

EX -01



HOTEL PARKING SUMMARY	
EXISTING PARKING	281 STALLS
REMOVED PARKING	12 STALLS
PROPOSED ADDITIONAL PARKING	76 STALLS
TOTAL PARKING	345 STALLS



10/10/2019 10:30:30 AM

EXHIBIT B
Legal Description of the Parking Lot Property

Outlot Q, Bloomington Central Station 2nd Addition, Hennepin County, Minnesota

CONSENT AND SUBORDINATION

The undersigned, BLOOMINGTON LOAN VENTURE, LLC, a Delaware limited liability company ("**Lender**"), holder of (i) that certain Mortgage and Security Agreement execute by Bloomington Central Station Hotel, LLC, a Delaware limited liability company, dated June 16, 2014, filed June 18, 2014 as Document No. A10088928 in the office of the County Recorder in and for Hennepin County, Minnesota (the "**Mortgage**"), and (ii) that certain Assignment of Rents and Revenues executed by Bloomington Central Station Hotel, LLC, a Delaware limited liability company, dated June 16, 2014, filed June 18, 2014 as Document No. as Document No. A10088929 in the office of the County Recorder in and for Hennepin County, Minnesota (the "**Assignment**"), hereby consents to the Amendment and hereby subjects and subordinates the Mortgage and the Assignment and all of Lender's right, title and interest in the Benefited Parcel and hereby agrees that if Lender, its successors or assigns, or a third-party purchaser, acquire title to the Benefited Parcel by foreclosure or deed in lieu of foreclosure or otherwise, Lender, its successors or assigns, or such third-party purchaser, its successors and assigns, shall be bound by and obligated to keep and perform the Amendment.

This Consent and Subordination is binding upon Lender, its successors and assigns.

BLOOMINGTON LOAN VENTURE, LLC,
a Delaware limited liability company

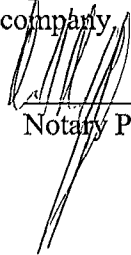
By: 

Name: Darryl D. Schulte, Jr.

Title: Authorized Signatory

STATE OF Kentucky)
COUNTY OF Jackson) ss

The foregoing instrument was acknowledged before me this 17th day of January, 2021 by Darryl Schulte, the Authorized Signatory of Bloomington Loan Venture, LLC, a Delaware limited liability company, on behalf of said limited liability company.


Notary Public

