PREPARED BY, RECORDING REQUESTED BY, AND WHEN RECORDED MAIL TO:

LOAN NUMBER 1008394

Wells Fargo Bank, National Association
100 Louisiana Street, 16th Floor
Houston, Texas 77002
Attention: Julie S. Oligschlaeger
Loan No.: 1008394

(Space Above For Recorder's Use)

AMENDED AND RESTATED MORTGAGE, ABSOLUTE ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING

NAME AND ADDRESS OF MORTGAGOR(S):	GCP-CALERA BOX, LLC c/o Graham & Company 110 Office Park Drive, Suite 200 Birmingham, Alabama 35223 Attention: John Hagefstration Organizational Number: DE 5384774
NAME AND ADDRESS OF BORROWER(S):	GCP-HOLDINGS, LLC c/o Graham & Company 110 Office Park Drive, Suite 200 Birmingham, Alabama 35223 Attention: John Hagefstration
NAME AND ADDRESS OF MORTGAGEE:	WELLS FARGO BANK, NATIONAL ASSOCIATION 171 17th Street, 4th Floor Atlanta, Georgia 30363 Attention: Merrill Breland Loan No.: 1008394
LEGAL DESCRIPTION:	Legal description on Exhibit A of this document.

NOTE TO PROBATE JUDGE: NO MORTGAGE RECORDING TAX IS DUE UPON THE RECORDATION OF THIS INSTRUMENT. THIS INSTRUMENT SECURES ONLY CONTINGENT REPAYMENT OBLIGATIONS OF MORTGAGOR, AS GUARANTOR, UNDER THE TERMS OF THE SUBSIDIARY GUARANTY (DEFINED HEREIN). ACCORDINGLY, IT IS EXEMPT FROM THE MORTGAGE RECORDING TAX IMPOSED BY ALABAMA CODE § 40-22-2 IN ACCORDANCE WITH EX PARTE JIM WALTER RESOURCES, INC., 91 SO. 3D 50 (ALA. 2012).

THIS INSTRUMENT COVERS GOODS THAT ARE OR WILL BECOME FIXTURES ON THE DESCRIBED REAL PROPERTY AND SHOULD BE FILED FOR RECORD IN THE REAL PROPERTY RECORDS WHERE MORTGAGES ON REAL ESTATE ARE RECORDED. THIS INSTRUMENT SHOULD ALSO BE INDEXED AS A UNIFORM COMMERCIAL CODE FINANCING STATEMENT COVERING GOODS THAT ARE OR WILL BECOME FIXTURES ON THE DESCRIBED REAL PROPERTY, THE MAILING ADDRESSES OF THE SECURED PARTY AND THE DEBTOR ARE WITHIN.

THIS INSTRUMENT SECURES A GUARANTY OF OBLIGATIONS CONTAINING PROVISIONS FOR FUTURE AND/OR REVOLVING ADVANCES.

THIS INSTRUMENT SECURES A GUARANTY OF OBLIGATIONS CONTAINING PROVISIONS FOR CHANGES IN INTEREST RATES.

AMENDED AND RESTATED MORTGAGE, ABSOLUTE ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING
(Alabama)

THIS AMENDED AND RESTATED MORTGAGE, ABSOLUTE ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING (hereinafter referred to as "**Security Instrument**"), made as of January 27, 2017, is granted by GCP-CALERA BOX, LLC, a Delaware limited liability company ("**Mortgagor**") to WELLS FARGO BANK, NATIONAL ASSOCIATION, in its capacity as Administrative Agent ("**Administrative Agent**"), for certain lenders, including Administrative Agent (collectively, the "**Lenders**"), from time to time parties to the Loan Agreement (as defined below). Administrative Agent is the Mortgagee hereunder for indexing purposes by the clerk of court.

RECITALS

A. GCP-HOLDINGS, LLC, a Delaware limited liability company ("**Borrower**"), as successor-in-interest to Graham Commercial Properties, LLC, a Delaware limited liability company pursuant to that certain Assignment and Assumption of Loan Documents dated as of the date hereof, and Wells Fargo Bank, National Association (together with its successors and assigns, "**Wells Fargo**") are parties to that certain Loan Agreement dated as of October 9, 2013 (as heretofore amended, restated, assigned, supplemented, replaced or otherwise modified, the "**Existing Loan Agreement**"), pursuant to which Wells Fargo agreed to make a loan to Borrower in the original principal amount of $72,200,000.00 (the "**Existing Loan**").

B. In connection with the Existing Loan Agreement and to secure the Existing Loan, Mortgagor, a wholly owned subsidiary of Borrower, executed in favor of Wells Fargo that certain Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated as of October 9, 2013, and recorded on October 10, 2013 as Instrument No. 20131010000407080 in the Office of the Judge of Probate of Shelby County, Alabama (as heretofore amended, restated, assigned, supplemented, replaced or otherwise modified, the "**Existing Security Instrument**").

C. Borrower and Mortgagor have requested and Administrative Agent and the Lenders have agreed to enter into that certain Amended and Restated Loan Agreement dated as of the date hereof by and among Borrower, Administrative Agent and Lenders (the "**Amended and Restated Loan Agreement**", and together with the Existing Loan Agreement, and as the same may be further amended, restated, modified, supplemented or replaced from time to time, the "**Loan Agreement**"), pursuant to which Lenders have agreed to make certain loans to Borrower in the aggregate principal sum of up to Two Hundred Million and No/100 Dollars ($200,000,000.00) (collectively, and as the same may be amended, modified or increased from time to time, the "**Loan**").

D. In connection with the Loan Agreement and to secure the Loan, Mortgagor and other Subsidiary Guarantors (as defined in the Loan Agreement) executed in favor of Administrative Agent, for its benefit and the benefit of the Lenders, that certain Amended and Restated Subsidiary Guaranty Agreement dated of even date herewith (as the same may be amended, restated, replaced or otherwise modified from time to time, the "**Subsidiary Guaranty**").

E. It is the intent of the parties hereto that the Existing Security Instrument be amended and restated in its entirety pursuant to this Security Instrument and that this Security Instrument not constitute a novation of the liabilities and obligations existing under the Existing Security Instrument which remain outstanding.

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated into the operative provisions of this Security Instrument by reference and for good and other valuable consideration, receipt of which is hereby acknowledged, the parties hereto mutually covenant and agree as follows:

ARTICLE 1. GRANT

1.1 **GRANT**. For the purposes of and upon the terms and conditions in this Security Instrument, Mortgagor irrevocably BARGAINS, CONVEYS, WARRANTS, MORTGAGES, ENCUMBERS, TRANSFERS, HYPOTHECATES, PLEDGES, SELLS, SETS OVER, ASSIGNS AND GRANTS A SECURITY INTEREST AND ASSIGNS to Administrative Agent, with power of sale and right of entry and possession, all right, title, interest and privileges of Mortgagor now owned or hereafter acquired in and to all of that real property located in the County of Shelby, Alabama, described on Exhibit A attached hereto and made a part hereof (the "**Real Property**"), together with the Collateral (as defined herein), all buildings and other improvements, fixtures and equipment now or hereafter located on the Real Property and all right, title, interest, and privileges of Mortgagor now owned or hereafter acquired in and to all streets, ways, roads, and alleys used in connection with or pertaining to such Real Property, all development rights or credits, licenses and permits, air rights, water, water rights and water stock related to the Real Property, and all minerals, oil and gas, and other hydrocarbon substances in, on or under the Real Property, and all appurtenances, easements, estates, tenements, hereditaments, privileges, rights and rights of way appurtenant or related thereto; any and all rights of Mortgagor, as a declarant, under any covenants, conditions, and restrictions now or hereafter pertaining to the Real Property described on Exhibit A hereto, provided, however, that neither Administrative Agent nor the Lenders shall have any liability under such covenants, conditions, and restrictions unless and until Administrative Agent forecloses on the Real Property; all buildings and other improvements and fixtures now or hereafter located on the Real Property, all apparatus, equipment and appliances used in the operation or occupancy of the Real Property, it being intended by the parties that all such items shall be conclusively considered to be a part of the Real Property, whether or not attached or affixed to the Real Property ("**Improvements**"); all Mortgagor's right, title and interest, now or hereafter acquired, to the payment of money under any swap, derivative, foreign exchange, or hedge transaction or arrangement (or similar transaction or arrangement howsoever described or defined) at any time entered into between Mortgagor and Administrative Agent (or any affiliate of Administrative Agent) in connection with the Loan; all interest or estate which Mortgagor may hereafter acquire in the property described above, and all additions and accretions thereto, and the proceeds of any of the foregoing; (all of the foregoing being collectively referred to as the "**Property**"). The listing of specific rights or property shall not be interpreted as a limit of general terms.

1.2 **INTENTIONALLY OMITTED.**

1.3 **WARRANTY OF TITLE; USE OF PROPERTY**. Mortgagor represents and warrants that (i) Mortgagor lawfully holds and possesses fee simple title absolute to the Real Property, (ii) Mortgagor has good and marketable title to the other Property, (iii) Mortgagor has the right to convey and encumber the Property, and (iv) this Security Instrument is a first and prior lien on the Property subject only to Permitted Liens (as defined in the Loan Agreement). Mortgagor further warrants that the Property is not used principally for agricultural or farming purposes, and that the Property is not homestead property.

ARTICLE 2. OBLIGATIONS SECURED

2.1 **OBLIGATIONS SECURED**. Mortgagor makes this Security Instrument for the purpose of securing the payment and performance of the following obligations (collectively "**Secured Obligations**"):

(a) Payment and performance of all covenants and obligations of Mortgagor under the Subsidiary Guaranty, which Subsidiary Guaranty guarantees, among other items, (i) payment to the Lenders of all sums at any time owing, with interest thereon, according to the terms of one or more promissory notes (as the same may heretofore or hereafter be amended, supplemented, consolidated, replaced or modified from time to time, individually and collectively, the "**Note**") each dated as of even date herewith in the aggregate principal amount of up to TWO HUNDRED MILLION AND NO/100THS DOLLARS ($200,000,000.00) executed by the Borrower and payable to the order of each Lender, (ii) payment and performance of all obligations of Borrower under the Loan Agreement and (iii) payment and performance of all obligations of Borrower under or in connection with any Specified Derivatives Contract (as defined in the Loan Agreement) at any time entered into between Borrower and Administrative Agent and/or any Lender, together with all modifications, extensions, renewals and replacements thereof, other than an Excluded Swap Obligation, as defined in the Guaranty Agreement executed by Mortgagor in favor of Administrative Agent; this Security Instrument shall in no event constitute security for any Excluded Swap Obligation; and

(b) Payment and performance of all covenants and obligations of Mortgagor under this Security Instrument; and

(c) Payment and performance of all covenants and obligations, if any, of any rider attached as an Exhibit to this Security Instrument; and

(d) Payment and performance of all future advances and other obligations that the then record owner of all or part of the Property may agree to pay and/or perform (whether as principal, surety or guarantor) for the benefit of Administrative Agent, when such future advance or obligation is evidenced by an instrument in writing, which recites that it is secured by this Security Instrument including any and all advances or disbursements of Administrative Agent with respect to the Property for the payment of taxes, assessments, insurance premiums or costs incurred for the protection of the Property; and

(e) All modifications, extensions, novations and renewals of any of the obligations secured hereby, however evidenced, including, without limitation: (i) modifications of the required principal payment dates or interest payment dates or both, as the case may be, deferring or accelerating payment dates wholly or partly; or (ii) modifications, extensions or renewals at a different rate of interest whether or not in the case of a note, the modification, extension or renewal is evidenced by a new or additional promissory note or notes.

2.2 **OBLIGATIONS**. The term "obligations" is used herein in its broadest and most comprehensive sense and shall be deemed to include, without limitation, all interest and charges, prepayment charges (if any), late charges and loan fees at any time accruing or assessed on any of the Secured Obligations together with all costs of collecting the Secured Obligations.

2.3 **INCORPORATION**. All terms of the Secured Obligations and the documents evidencing such obligations are incorporated herein by this reference. All persons who may have or acquire an interest in the Property shall be deemed to have notice of the terms of the Secured Obligations and to have notice, if provided therein, that (a) the Note or the Loan Agreement may permit borrowing, repayment and re-borrowing so that repayments shall not reduce the amounts of the Secured Obligations; and (b) the rate of interest on one or more Secured Obligations may vary from time to time.

ARTICLE 3. ASSIGNMENT OF LEASES AND RENTS

3.1 **ASSIGNMENT**. As additional security for the Secured Obligations, Mortgagor hereby absolutely and irrevocably assigns and transfers to Administrative Agent all of Mortgagor's right, title and interest in, to and under: (a) all present and future leases, subleases, licenses or occupancy agreements of the Property or any portion thereof, and all other agreements of any kind relating to the management, leasing, operation, use or occupancy of the Property or any portion thereof, whether now existing or entered into after the date hereof ("**Leases**"); and (b) the rents, revenue, income, receipts, reserves, issues, deposits and profits of the Property, including, without limitation, all amounts payable and all rights and benefits accruing to Mortgagor under the Leases

("**Payments**"). The term "Leases", as referred to herein, shall also include all subleases and other agreements for the use or occupancy of the Property, options, rights of first refusal or guarantees of and security for the tenant's performance thereunder, the right to exercise any landlord's liens and other remedies to which the landlord is entitled, and all amendments, extensions, renewals or modifications thereto which are permitted hereunder. This assignment is intended to be and constitutes a present, unconditional and absolute assignment, not an assignment for security purposes only, and Administrative Agent's right to the Leases and Payments is not contingent upon, and may be exercised during the existence of an Event of Default (as hereinafter defined) without possession of, the Property.

3.2 **GRANT OF LICENSE**. Administrative Agent confers upon Mortgagor a revocable license ("**License**") to collect and retain the Payments as they become due and payable, until the occurrence of an Event of Default (as hereinafter defined). Upon an Event of Default, the License shall be automatically revoked and Administrative Agent may collect and apply the Payments pursuant to that certain Section 6.4 hereof without notice and without taking possession of the Property. All payments thereafter collected by Mortgagor during the existence of such Event of Default shall be held by Mortgagor as trustee under a constructive trust for the benefit of Administrative Agent. Mortgagor hereby irrevocably authorizes and directs the tenants under the Leases to rely upon and comply with any notice or demand by Administrative Agent for the payment to Administrative Agent of any rentals or other sums which may at any time become due under the Leases, or for the performance of any of the tenants' undertakings under the Leases, and the tenants shall have no right or duty to inquire as to whether any Event of Default has actually occurred or is then existing hereunder. Mortgagor hereby relieves the tenants from any liability to Mortgagor by reason of relying upon and complying with any such notice or demand by Administrative Agent. Administrative Agent may apply, in its sole discretion, any Payments so collected by Administrative Agent during the existence of such Event of Default against any Secured Obligation under the Loan Documents (as defined in the Loan Agreement), whether existing on the date hereof or hereafter arising. Collection of any Payments by Administrative Agent shall not cure or waive any Event of Default or notice of an Event of Default or invalidate any acts done pursuant to such notice. If, subsequent to the revocation of Mortgagor's license hereunder as a result of an Event of Default, such Event of Default and all other existing Events of Default are cured or waived by Administrative Agent, Administrative Agent shall reinstate Mortgagor's license to collect and retain the Payments and otherwise operate and manage the Property.

3.3 **EFFECT OF ASSIGNMENT**. The foregoing irrevocable assignment shall not cause Administrative Agent to be: (a) a mortgagee in possession; (b) responsible or liable for the control, care, management or repair of the Property or for performing any of the terms, agreements, undertakings, obligations, representations, warranties, covenants and conditions of the Leases; or (c) responsible or liable for any waste committed on the Property by the tenants under any of the Leases or any other parties; for any dangerous or defective condition of the Property; or for any negligence in the management, upkeep, repair or control of the Property resulting in loss or injury or death to any tenant, licensee, employee, invitee or other person; or (d) responsible for or under any duty to produce rents or profits. Neither Administrative Agent nor any Lender shall directly or indirectly be liable to Mortgagor or any other person as a consequence of: (i) the exercise or failure to exercise by Administrative Agent, or any of its respective employees, agents, contractors or subcontractors, any of the rights, remedies or powers granted to Administrative Agent hereunder; or (ii) the failure or refusal of Administrative Agent to perform or discharge any obligation, duty or liability of Mortgagor arising under the Leases; provided, however, Administrative Agent shall be liable to Mortgagor for any costs, damages and liabilities incurred by Mortgagor as a result of the gross negligence or willful misconduct of Administrative Agent or any of its respective employees, agents, contractors or subcontractors.

3.4 **REPRESENTATIONS AND WARRANTIES**. Mortgagor represents and warrants that Mortgagor has delivered to Administrative Agent a true, accurate and complete list of all Leases, and that, except as disclosed to Administrative Agent in writing prior to the date hereof, (a) all existing Leases are in full force and effect and, to Mortgagor's knowledge, are enforceable in accordance with their respective terms, and no breach or default, or event which would constitute a breach or default after notice or the passage of time, or both, exists under any existing Leases with respect to Mortgagor or, to Mortgagor's knowledge, with respect to the tenants thereunder; (b) no rent or other payment under any existing Lease has been paid by any tenant for more than one (1) month in advance of its accrual, and no future payment thereof has otherwise been forgiven, discounted or compromised; and (c) none of the landlord's interests under any of the Leases has been transferred or assigned other than to Administrative Agent or pursuant to other mortgage documents that have been, or will be, terminated on or before the date hereof.

3.5 **COVENANTS**. Mortgagor covenants and agrees, at Mortgagor's sole cost and expense, to: (a) perform all of the obligations of landlord contained in the Leases and enforce by all available remedies performance by the tenants of the obligations of the tenants contained in the Leases in accordance with prudent leasing practices; (b) give Administrative Agent prompt written notice of any default which occurs with respect to any of the Leases, whether the default be that of the tenant or of the landlord; (c) exercise commercially reasonable efforts to keep all portions of the Property that are currently subject to Leases leased at all times at rentals not less than the comparable local market rates; (d) deliver to Administrative Agent copies of the fully executed, counterpart original(s) of each and every Lease and any modifications or amendments thereto if requested to do so; and (e) execute and record such additional assignments of any Lease or specific subordinations (or subordination, attornment and non-disturbance agreements executed by the landlord and tenant) of any Lease to the Security Instrument, in form and substance acceptable to Administrative Agent, as Administrative Agent may request. Mortgagor shall not, without Administrative Agent's prior written consent or as otherwise permitted by any provision of the Loan Agreement: (i) enter into any Leases after the date hereof; (ii) execute any other assignment relating to any of the Leases; (iii) discount any rent or other sums due under the Leases or collect the same in advance, other than (A) to collect rentals one (1) month in advance of the time when it becomes due under any of the Leases, and (B) discounts of rents or other sums granted by Mortgagor in the ordinary course of Mortgagor's business and in accordance with reasonable and prudent leasing practices; (iv) terminate, modify or amend any of the terms of the Leases or in any manner release or discharge the tenants from any obligations thereunder, other than releases or discharges of obligations granted by Mortgagor in the ordinary course of Mortgagor's business and in accordance with reasonable and prudent leasing practices; (v) consent to any assignment or subletting by any tenant under any Lease; or (vi) subordinate or agree to subordinate any of the Leases to any other deed of trust, mortgage, deed to secure debt or encumbrance that is not in favor of Administrative Agent. Any such attempted amendment, cancellation, modification or other action in violation of the provisions of this Section without the prior written consent of Administrative Agent shall be null and void. Without in any way limiting the requirement of Administrative Agent's consent hereunder, any sums received by Mortgagor in consideration of any termination (or the release or discharge of any tenant), modification or amendment of any Lease while an Event of Default exists shall be applied to reduce the outstanding Secured Obligations and any such sums received by Mortgagor shall be held in trust by Mortgagor for such purpose.

3.6 **ESTOPPEL CERTIFICATES**. Within thirty (30) days after written request by Administrative Agent, Mortgagor shall execute and deliver to Administrative Agent and to any party designated by Administrative Agent, and shall use commercially reasonable efforts to obtain from the tenants, estoppel certificates executed by Mortgagor and by each of the tenants, certifying (if such be the case) to certain matters relating to the Leases, including, without limitation: (a) that the foregoing assignment and the Leases are in full force and effect; (b) the date and amount of each tenant's most recent payment of rent and other charges; (c) that there are no uncured defaults, defenses or offsets outstanding, or stating those claimed by Mortgagor or tenants under the foregoing assignment or the Leases, as the case may be; and (d) any other information reasonably requested by Administrative Agent.

3.7 **ADMINISTRATIVE AGENT RIGHT TO CURE**. Without regard to whether there exists an Event of Default, if there exists a default under a Lease or any other contract collaterally assigned by Mortgagor to Administrative Agent in connection with the Loan, Mortgagor acknowledges and agrees (A) that Administrative Agent may, at its option, with no obligation to do so, take any actions necessary to cure such default including, without limitation, any actions that require Administrative Agent or its designee to enter onto the Property, (B) to indemnify, defend and hold Indemnitees (defined below) harmless in connection with any such action, and (C) any money advanced for any such purpose shall be secured hereby and payable by Mortgagor to Administrative Agent on demand, with interest thereon at the Default Rate from the date such amounts are advanced.

ARTICLE 4. SECURITY AGREEMENT AND FIXTURE FILING

4.1 **SECURITY INTEREST**. Mortgagor hereby agrees that (a) this Security Instrument (i) constitutes a security instrument and a fixture filing, and (ii) grants a security interest in favor of the Administrative Agent in the Collateral, and (b) Administrative Agent shall have all of the remedies of a "secured party" under the UCC. In furtherance of the foregoing, Mortgagor hereby grants and assigns to Administrative Agent, for its benefit and the benefit of Lenders, as of the date hereof a security interest, to secure payment and performance of all of the Secured Obligations, in all of the following described personal property in which Mortgagor now or at any time hereafter has any interest (collectively, the "**Collateral**"):

All goods, building and other materials, supplies, inventory, work in process, equipment, machinery, fixtures, furniture, furnishings, signs and other personal property and embedded software included therein and supporting information, wherever situated, which are or are to be incorporated into, used in connection with, or appropriated for use on the Property; together with all Payments and other rents and security deposits derived from the Property; all inventory, accounts, cash receipts, deposit accounts (including impound accounts, if any), accounts receivable, contract rights, contracts, licenses, agreements, property management and leasing agreements related to the Property, all architect's agreements and/or construction agreements related to the Property, general intangibles, payment intangibles, software, chattel paper (whether electronic or tangible), instruments, documents, promissory notes, drafts, letters of credit, letter of credit rights, interest rate swap agreements, interest rate hedge agreements, supporting obligations, insurance policies, insurance and condemnation awards and proceeds, proceeds of the sale of promissory notes, any other rights to the payment of money, trade names, trademarks and service marks arising from or related to the ownership, management, leasing, operation, sale or disposition of the Property or any business now or hereafter conducted thereon by Mortgagor; all development rights and credits, and any and all permits, consents, approvals, licenses, authorizations and other rights granted by, given by or obtained from, any governmental entity with respect to the Property; all water and water rights, wells and well rights, canals and canal rights, ditches and ditch rights, springs and spring rights, and reservoirs and reservoir rights appurtenant to or associated with the Property, whether decreed or undecreed, tributary, non-tributary or not non-tributary, surface or underground or appropriated or unappropriated, and all shares of stock in water, ditch, lateral and canal companies, well permits and all other evidences of any of such rights; all deposits or other security now or hereafter made with or given to utility companies by Mortgagor with respect to the Property; all advance payments of insurance premiums made by Mortgagor with respect to the Property; all plans, drawings and specifications relating to the Property; all loan funds held by Administrative Agent, whether or not disbursed; all funds deposited with Administrative Agent pursuant to any Loan Document (as defined in the Loan Agreement); all reserves, deferred payments, deposits, accounts, refunds, cost savings and payments of any kind related to the Property or any portion thereof; all of Mortgagor's right, title and interest, now or hereafter acquired, to the payment of money from Administrative Agent and/or any Lender to Mortgagor under any Specified Derivatives Contract; together with all replacements and proceeds of, and additions and accessions to, any of the foregoing; together with all books, records and files relating to any of the foregoing.

As to all of the above described personal property which is or which hereafter becomes a "fixture" under applicable law, it is intended by Mortgagor and Administrative Agent that this Security Instrument constitutes a fixture filing filed with the real estate records of Shelby County, Alabama, under the Uniform Commercial Code, as amended or recodified from time to time, from the state wherein the Property is located ("**UCC**"). For purposes of this fixture filing, the "**Debtor**" is the Mortgagor and the "**Secured Party**" is the Administrative Agent. A description of the land which relates to the fixtures is set forth in Exhibit A attached hereto. Information concerning the security interest herein granted may be obtained at the addresses of Mortgagor/Debtor and Administrative Agent/Secured Party. Mortgagor is the record owner of such land.

4.2 **REPRESENTATIONS AND WARRANTIES**. Mortgagor represents and warrants that: (a) Mortgagor has, or will have, good title to the Collateral; (b) Mortgagor has not previously assigned or encumbered the Collateral, and no financing statement covering any of the Collateral has been delivered to any other person or entity, other than prior security documents, assignments and financing statements that have been, or will be, terminated on or before the date hereof; and (c) Mortgagor's principal place of business is located at the address set forth for Mortgagor on the cover page of this Security Instrument or the address of the Property.

4.3 **COVENANTS**. Mortgagor agrees: (a) to execute and deliver such documents as Administrative Agent deems necessary to create, perfect and continue the security interests contemplated hereby; (b) not to change its name, and as applicable, its chief executive office or the jurisdiction in which it is organized and/or registered without giving Administrative Agent prior written notice thereof; (c) to cooperate with Administrative Agent in perfecting all security interests granted herein and in obtaining such agreements from third parties as Administrative Agent deems necessary, proper or convenient in connection with the preservation, perfection or enforcement of any of its rights hereunder; and (d) that Administrative Agent is authorized to file financing statements in the name of Mortgagor to perfect Administrative Agent's security interest in the Collateral.

4.4 **RIGHTS OF ADMINISTRATIVE AGENT**. In addition to Administrative Agent's rights as a "**Secured Party**" under the UCC, Administrative Agent may, but shall not be obligated to, at any time without notice and at the expense of Mortgagor: (a) during the existence of an Event of Default, give notice to any person of Administrative Agent's rights hereunder and enforce such rights at law or in equity; (b) insure, protect, defend and preserve the Collateral or any rights or interests of Administrative Agent therein; (c) inspect the Collateral pursuant to the terms of the Loan Documents; and (d) during the existence of an Event of Default, endorse, collect and receive any right to payment of money owing to Mortgagor under or from the Collateral.

Upon the occurrence and during the continuance of an Event of Default (hereinafter defined) under this Security Instrument, then in addition to all of Administrative Agent's rights as a "**Secured Party**" under the UCC or otherwise at law and in addition to Administrative Agent's rights under the Loan Documents:

(a) Administrative Agent may (i) upon written notice, require Mortgagor to assemble any or all of the Collateral and make it available to Administrative Agent at a place designated by Administrative Agent; (ii) without prior notice but subject to the rights of tenants under the Leases, enter upon the Property or other place where any of the Collateral may be located and take possession of, collect, sell, lease, license or otherwise dispose of any or all of the Collateral, and store the same at locations acceptable to Administrative Agent at Mortgagor's expense; (iii) sell, assign and deliver at any place or in any lawful manner all or any part of the Collateral and bid and become the purchaser at any such sales; and

(b) Administrative Agent may, for the account of Mortgagor and at Mortgagor's expense: (i) operate, use, consume, sell, lease, license or otherwise dispose of the Collateral as Administrative Agent deems appropriate for the purpose of performing any or all of the Secured Obligations; (ii) enter into any agreement, compromise, or settlement, including insurance claims, which Administrative Agent may deem desirable or proper with respect to any of the Collateral; and (iii) endorse and deliver evidences of title for, and receive, enforce and collect by legal action or otherwise, all indebtedness and obligations now or hereafter owing to Mortgagor in connection with or on account of any or all of the Collateral; and

(c) Any proceeds of any disposition of any Collateral may be applied by Administrative Agent to the payment of expenses reasonably incurred by Administrative Agent in connection with the foregoing, including reasonable attorneys' fees, and the balance of such proceeds may be applied by Administrative Agent toward the payment of the Secured Obligations in such order of application as Administrative Agent may from time to time elect.

Notwithstanding any other provision hereof, Administrative Agent shall not be deemed to have accepted any property other than cash in satisfaction of any obligation of Mortgagor to Administrative Agent unless Mortgagor shall make an express written election of said remedy under the UCC or other applicable law. Mortgagor agrees that Administrative Agent shall have no obligation to process or prepare any Collateral for sale or other disposition. Mortgagor acknowledges and agrees that a disposition of the Collateral in accordance with Administrative Agent's rights and remedies as heretofore provided is a disposition thereof in a commercially reasonable manner and that ten (10) days prior notice of such disposition is commercially reasonable notice.

4.5 **POWER OF ATTORNEY**. Mortgagor hereby irrevocably appoints Administrative Agent as Mortgagor's attorney-in-fact (such agency being coupled with an interest), and as such attorney-in-fact Administrative Agent may, without the obligation to do so, in Administrative Agent's name, or in the name of Mortgagor, prepare, execute and file or record financing statements, continuation statements, applications for registration and like papers necessary to create, perfect or preserve any of Administrative Agent's security interests and rights in or to any of the Collateral, and, during the existence of an Event of Default hereunder, take any other action required of Mortgagor; provided, however, that Administrative Agent as such attorney-in-fact shall be accountable only for such funds as are actually received by Administrative Agent.

ARTICLE 5. RIGHTS AND DUTIES OF THE PARTIES

5.1 **PERFORMANCE OF SECURED OBLIGATIONS**. Mortgagor shall promptly pay and perform each Secured Obligation for which it is responsible hereunder or under the Subsidiary Guaranty when due. If Mortgagor fails to timely pay or perform any portion of the Secured Obligations (including taxes, assessments and insurance premiums), or if a legal proceeding is commenced that may adversely affect Administrative Agent's rights in the Property, then Administrative Agent may (but is not obligated to), if Mortgagor fails to take action in connection therewith after receiving notice of such proceeding, take such action at Mortgagor's expense as Administrative Agent considers to be necessary to protect the value of the Property and Administrative Agent's rights in the Property, including the retaining of counsel, and any amount so expended by Administrative Agent will be added to the Secured Obligations and will be payable by Mortgagor to Administrative Agent within five (5) days after demand therefor, together with interest thereon from the date of advance until paid at the default rate provided in the Note if not paid during such five (5) day period.

5.2 **TAXES AND ASSESSMENTS**.

(a) Subject to Mortgagor's rights to contest payment of taxes or assessments as may be provided the Loan Agreement, Mortgagor shall pay prior to delinquency all taxes, assessments, levies and charges imposed by any public or quasi-public authority or utility company which are or which may become a lien upon or cause a loss in value of the Property or any interest therein. Mortgagor shall also pay prior to delinquency all taxes, assessments, levies and charges imposed by any public authority upon Administrative Agent by reason of its interest in any Secured Obligation or in the Property, or by reason of any payment made to Administrative Agent pursuant to any Secured Obligation; provided, however, Mortgagor shall have no obligation to pay taxes which may be imposed from time to time upon Administrative Agent and which are measured by and imposed upon Administrative Agent's net income.

(b) At any time following the occurrence of an Event of Default, at Administrative Agent's option and upon its demand, Mortgagor shall, until all Secured Obligations have been paid in full, pay to Administrative Agent monthly, annually or as otherwise directed by Administrative Agent an amount estimated by Administrative Agent to be equal to: (a) all taxes, assessments, levies and charges imposed by any public or quasi-public authority or utility company which are or may become a lien upon the Property or Collateral and will become due for the tax year during which such payment is so directed; and (b) premiums for fire, hazard and insurance required or requested pursuant to the Loan Documents when same are next due. If Administrative Agent determines that any amounts paid by Mortgagor are insufficient for the payment in full of such taxes, assessments, levies, charges and/or insurance premiums, Administrative Agent shall notify Mortgagor of the increased amounts required to pay all amounts when due, whereupon Mortgagor shall pay to Administrative Agent within thirty (30) days thereafter the additional amount as stated in Administrative Agent's notice. All sums so paid shall not bear interest, except to the extent and in any minimum amount required by law; and Administrative Agent shall, unless there is an Event of Default hereunder or under any Loan Document, apply said funds to the payment of, or at the sole option of Administrative Agent release said funds to Mortgagor for the application to and payment of, such sums, taxes, assessments, levies, charges, and insurance premiums. Upon an Event of Default by Mortgagor hereunder or under any Loan Document, Administrative Agent may apply all or any part of said sums to any Secured Obligation and/or to cure such Event of Default, in which event Mortgagor shall be required to restore all amounts so applied, as well as to cure any other events or conditions of default not cured by such application. Upon assignment of this Security Instrument, Administrative Agent shall have the right to assign in writing all amounts collected and in its possession to its assignee whereupon Administrative Agent shall be released from all liability with respect thereto. Within sixty (60) days following full repayment of the Secured Obligations (other than full repayment of the Secured Obligations as a consequence of a foreclosure or conveyance in lieu of foreclosure of the liens and security interests securing the Secured Obligations) or at such earlier time as Administrative Agent may elect, the balance of all amounts collected and in Administrative Agent's possession shall be paid to Mortgagor and no other party shall have any right or claim thereto. The provisions of this Section are not intended to contravene any applicable requirements of the laws of Alabama, and from time to time the provisions of this Section shall be deemed modified as necessary to be in conformance with the laws of the Alabama (provided that the provisions of this Section shall be controlling to the extent any contrary requirements of Alabama law may be waived, and Mortgagor hereby waives those requirements of Alabama law to the fullest extent allowed).

5.3 **LIENS, ENCUMBRANCES AND CHARGES**. Mortgagor shall immediately discharge all liens, claims and encumbrances (other than Permitted Liens) that has or may attain priority over this Security Instrument. Subject to the provisions of the Loan Agreement regarding mechanics' liens, Mortgagor shall pay when due all obligations secured by, or which may become, liens and encumbrances which shall now or hereafter encumber or appear to encumber all or any part of the Property or Collateral, or any interest therein, whether senior or subordinate hereto, unless the same is being contested in good faith by Mortgagor in accordance with the terms of the Loan Agreement and Mortgagor has taken any reasonable actions requested by Administrative Agent to protect Administrative Agent's interest in the Property during the period of such contest.

5.4 **DAMAGES; INSURANCE AND CONDEMNATION PROCEEDS**.

(a) As additional security for the Secured Obligations, the following (whether now existing or hereafter arising) are all absolutely and irrevocably assigned by Mortgagor to Administrative Agent and, at the request of Administrative Agent, shall be paid directly to Administrative Agent: (i) all awards of damages and all other compensation payable directly or indirectly by reason of a condemnation or proposed condemnation for public or private use affecting all or any part of, or any interest in, the Property or Collateral; (ii) all other claims and awards for damages to, or decrease in value of, all or any part of, or any interest in, the Property or Collateral; (iii) all proceeds of any insurance policies (whether or not expressly required by Administrative Agent to be maintained by Mortgagor, including, but not limited to, earthquake insurance and terrorism insurance, if any) payable by reason of loss sustained to all or any part of the Property or Collateral; and (iv) all interest which may accrue on any of the foregoing. Subject to applicable law and subsection (b) below, and without regard to any requirement contained in this Security Instrument other than subsection (b) below, Administrative Agent may at its discretion apply all or any of the proceeds it receives to its expenses in settling, prosecuting or defending any claim and may apply the balance to the Secured Obligations in such order and amounts as Administrative Agent in its sole discretion may choose, and/or Administrative Agent may release all or any part of the proceeds to Mortgagor upon any conditions Administrative Agent may impose. Administrative Agent may commence, appear in, defend or prosecute any assigned claim or action and may adjust, compromise, settle and collect all claims and awards assigned to Administrative Agent; provided, however, (i) in no event shall Administrative Agent be responsible for any failure to collect any claim or award, regardless of the cause of the failure, unless the same is the result of the gross negligence or willful misconduct of Administrative Agent or any agent thereof and (ii) unless an Event of Default exists hereunder, Administrative Agent will not adjust, settle or compromise any such claim or award without Mortgagor's prior written consent (which shall not be unreasonably delayed or withheld).

(b) Notwithstanding anything in this Security Instrument to the contrary, as long as no Event of Default exists hereunder, Administrative Agent shall permit insurance or condemnation proceeds held by Administrative Agent to be used for repair or restoration but may condition distribution of such proceeds upon satisfaction of the reasonable conditions of Administrative Agent, including, without limitation, the following: (i) the deposit with Administrative Agent of such additional funds which Administrative Agent reasonably determines are needed to pay all costs of the repair or restoration taking into account funds available for such repair or restoration in the Operating Account; (ii) the establishment of an arrangement for lien releases and disbursement of funds reasonably acceptable to Administrative Agent (the arrangement contained in the Loan Agreement for obtaining lien releases and disbursing funds for tenant improvements shall be deemed reasonable with respect to disbursement of insurance or condemnation proceeds); (iii) the delivery to Administrative Agent of plans and specifications for the work, a contract for the work signed by a contractor acceptable to Administrative Agent, a cost breakdown for the work and a payment and performance bond for the work, all of which shall be acceptable to Administrative Agent (all such approvals not to be unreasonably withheld or delayed by Administrative Agent); and (iv) the delivery to Administrative Agent of evidence acceptable to Administrative Agent (aa) that after completion of the work the income from the Property will (i) be sufficient to pay all general operating expenses for the Property and for the expenses and debt service for the Property; and (ii) not cause Borrower to be unable to pay required debt service on the Loan; (bb) of the continuation of Leases acceptable to and required by Administrative Agent; (cc) that upon completion of the work, the total value of the Property will either be (i) at least as great as it was before the damage or condemnation occurred or (ii) not cause a violation of any required aggregate Loan-to-Value Percentage under the Loan Agreement; (dd) that there has been no material adverse change in the financial condition or credit of Mortgagor, Borrower or the Guarantors (taken as a whole) since the date of this Security Instrument; (ee) that such repair or restoration of the Property or the Collateral can be completed by the Maturity Date (as defined in the Loan Agreement); and (ff) of the satisfaction of any additional conditions that Administrative Agent may reasonably establish to protect its security. Mortgagor hereby acknowledges that the conditions described above are reasonable, and, if such conditions have not been satisfied within sixty (60) days of receipt by Administrative Agent of such insurance or condemnation proceeds, then Administrative Agent may apply such insurance or condemnation proceeds to pay the Secured Obligations in such order and amounts as Administrative Agent in its sole discretion may choose.

5.5 **MAINTENANCE AND PRESERVATION OF THE PROPERTY**. Subject to the provisions of the Loan Agreement, Mortgagor covenants: (a) to insure the Property and Collateral against such risks as required under the Loan Agreement, and, at Administrative Agent's request, to provide evidence of such insurance to Administrative Agent, and to comply with the requirements of any insurance companies providing such insurance; (b) to keep the Property and Collateral in good condition and repair (ordinary wear and tear excepted); (c) not to remove or demolish the Property or Collateral or any part thereof, and not to substantially alter the Property, other than (i) the temporary removal of Collateral for repairs thereto or (ii) in connection with any disposition of Property permitted by the Loan Documents, including, without limitation, the disposition or replacement of machinery or equipment no longer useful or used in the conduct of the Mortgagor's business; (d) to complete or restore promptly and in good and workmanlike manner the Property and Collateral, or any part thereof which may be damaged or destroyed, without regard to whether insurance proceeds are available for such work pursuant to the Loan Documents; (e) to comply with all laws, ordinances, regulations and standards, and all covenants, conditions, restrictions and equitable servitudes, whether public or private, of every kind and character which affect the Property or Collateral and pertain to acts committed or conditions existing thereon, including, without limitation, any work, alteration, improvement or demolition mandated by such laws, covenants or requirements; (f) not to commit or permit waste of the Property or Collateral; and (g) to do all other acts reasonably within the power of Mortgagor which from the character or use of the Property or Collateral may be reasonably necessary to maintain and preserve its value.

5.6 **DEFENSE AND NOTICE OF LOSSES, CLAIMS AND ACTIONS**. At Mortgagor's sole expense, Mortgagor shall protect, preserve and defend the Property and Collateral and title to and right of possession of the Property and Collateral, the security hereof and the rights and powers of Administrative Agent hereunder against all lawful adverse claims (other than with respect to Permitted Liens). Mortgagor shall give Administrative Agent prompt notice in writing of the assertion of any claim, of the filing of any action or proceeding, of the occurrence of any material damage to the Property or Collateral and of any condemnation offer or action with respect to the Property or Collateral.

5.7 **DUE ON SALE; ENCUMBRANCE**. If the Property or any interest therein or if any direct or indirect ownership interest in Mortgagor shall be sold, under contract to sell, transferred, mortgaged, assigned, further encumbered or leased, whether directly or indirectly, whether voluntarily, involuntarily or by operation of law, or if there shall be any change in the management of the Property or Mortgagor, in each case without the prior written consent of Administrative Agent or as expressly permitted by or in accordance with the Loan Agreement, then Administrative Agent, in its sole discretion, may at any time thereafter declare all Secured Obligations immediately due and payable.

5.8 **RELEASES, EXTENSIONS, MODIFICATIONS AND ADDITIONAL SECURITY**. Without notice to or the consent, approval or agreement of any persons or entities having any interest at any time in the Property and Collateral or in any manner obligated under the Secured Obligations ("**Interested Parties**"), Administrative Agent may, from time to time and without notice to Mortgagor or Borrower (i) release any person or entity from liability for the payment or performance of any Secured Obligation; (ii) take any action or make any agreement extending the maturity or otherwise altering the terms or increasing the amount of any Secured Obligation; or (iii) accept additional security or release all or a portion of the Property and Collateral and other security for the Secured Obligations. None of the foregoing actions shall release or reduce the personal liability of any of said Interested Parties, or release or impair the priority of the lien of and security interests created by this Security Instrument upon the Property, the Collateral or any other security provided herein or in the other Loan Documents.

5.9 **SUBROGATION**. Administrative Agent shall be subrogated to the lien of all encumbrances, whether released of record or not, paid in whole or in part by Administrative Agent pursuant to the Loan Documents or by the proceeds of any loan secured by this Security Instrument.

5.10 **RIGHT OF INSPECTION**. Administrative Agent, its agents, representatives and employees, may enter any part of the Property at any reasonable time for the purpose of inspecting the Property and Collateral and ascertaining Mortgagor's compliance with the terms hereof and the other Loan Documents. In making such entry and inspection, Administrative Agent and its employees and agents agree to use reasonable efforts to minimize disturbance to the tenants of the Property.

ARTICLE 6. DEFAULT PROVISIONS

6.1 **EVENT OF DEFAULT**. For all purposes hereof, the term "**Event of Default**" shall mean the occurrence of (a) any default or event of default under the Subsidiary Guaranty that continues beyond all applicable notice and cure periods, (b) any Event of Default as defined in the Loan Agreement, (c) an "Event of Default" under any Specified Derivatives Contract (as defined therein) between Borrower and Administrative Agent and/or any Lender or (d) any default under any Mortgage (as defined in the Loan Agreement), which default is not cured within the applicable grace period, if any.

6.2 **RIGHTS AND REMEDIES**. During the existence of an Event of Default, Administrative Agent shall have each and every one of the following rights and remedies in addition to Administrative Agent's rights under the other Loan Documents or under any Specified Derivatives Contract between Borrower and Administrative Agent and/or any Lender:

(a) With or without notice, to declare all Secured Obligations (other than Specified Derivatives Contracts) immediately due and payable.

(b) Pursuant to the terms of a Specified Derivatives Contract between Borrower and Administrative Agent and/or any Lender, terminate such Specified Derivatives Contract.

(c) With or without notice, and without releasing Mortgagor or Borrower from any Secured Obligation, and without becoming a mortgagee in possession, to cure any breach or Event of Default of Mortgagor or Borrower and, in connection therewith, to enter upon the Property and do such acts and things as Administrative Agent deems necessary or desirable to protect the security hereof, including, without limitation: (i) to appear in and defend any action or proceeding purporting to affect the security of this Security Instrument or the rights or powers of Administrative Agent under this Security Instrument; (ii) to pay, purchase, contest or compromise any encumbrance, charge, lien or claim of lien which, in the sole judgment of Administrative Agent, is or may be senior in priority to this Security Instrument, the judgment of Administrative Agent being conclusive as between the parties hereto; (iii) to obtain insurance and to pay any premiums or charges with respect to insurance required to be carried under this Security Instrument; or (iv) to employ counsel, accountants, contractors and other appropriate persons.

(d) To sell the Property or any part thereof at public outcry to the highest bidder for cash in front of the courthouse door in the county where the Property or any part thereof is located, either in person or by auctioneer, after having first given notice of the time, place and terms of the sale by publication once a week for three (3) successive weeks prior to said sale in some newspaper published in said county, and, upon payment of the purchase money, Administrative Agent, or any person conducting the sale for Administrative Agent, is authorized to execute to the purchaser at said sale a deed to the Property so purchased; and at the foreclosure sale the Property may be offered for sale and sold as a whole without first offering it in any other manner or may be offered for sale and sold in any other manner Administrative Agent may elect.

(e) To commence and maintain an action or actions in any court of competent jurisdiction to foreclose this instrument as a deed of trust or mortgage or to obtain specific enforcement of the covenants of Mortgagor hereunder, and Mortgagor agrees that such covenants shall be specifically enforceable by injunction or any other appropriate equitable remedy and that for the purposes of any suit brought under this subparagraph, Mortgagor waives the defense of laches and any applicable statute of limitations.

(f) To apply to a court of competent jurisdiction for and obtain appointment of a receiver of the Property as a matter of strict right and without regard to the adequacy of the security for the repayment of the Secured Obligations, the existence of a declaration that the Secured Obligations are immediately due and payable, or the filing of a notice of default, and Mortgagor hereby consents to such ex parte appointment and waives notice of any hearing or proceeding for such appointment.

(g) To enter upon, possess, control, lease, manage and operate the Property or any part thereof, to take and possess all documents, books, records, papers and accounts of Mortgagor or the then owner of the Property, to make, terminate, enforce or modify Leases of the Property (subject to the terms of the Leases and rights of tenants thereunder) upon such terms and conditions as Administrative Agent deems proper, to make repairs, alterations and improvements to the Property as necessary, in Administrative Agent's sole judgment, to protect or enhance the security hereof.

(h) To cause the Property to be sold to satisfy the Secured Obligations. Except as required by law, neither Mortgagor nor any other person or entity other than Administrative Agent shall have the right to direct the order in which the Property is sold.

(i) To resort to and realize upon the security hereunder and any other security now or later held by Administrative Agent concurrently or successively and in one or several consolidated or independent actions, and to apply the proceeds received upon the Secured Obligations all in such order and manner as Administrative Agent determines in its sole discretion.

(j) Upon sale of the Property at any foreclosure sale, Administrative Agent may credit bid (as determined by Administrative Agent in its sole and absolute discretion) all or any portion of the Secured Obligations. In determining such credit bid, to the extent permitted by law, Administrative Agent may, but is not obligated to, take into account all or any of the following: (i) appraisals of the Property as such appraisals may be discounted or adjusted by Administrative Agent in its sole and absolute underwriting discretion; (ii) reasonable expenses and costs incurred by Administrative Agent with respect to the Property prior to foreclosure; (iii) reasonable expenses and costs which Administrative Agent anticipates will be incurred with respect to the Property after foreclosure, but prior to resale, including, without limitation, costs of structural reports and other due diligence, costs to carry the Property prior to resale, costs of resale (e.g. commissions, attorneys' fees, and taxes), costs of any hazardous materials clean-up and monitoring, costs of deferred maintenance, repair, refurbishment and retrofit, costs of defending or settling litigation affecting the Property, and lost opportunity costs (if any), including the time value of money during any anticipated holding period by Administrative Agent; (iv) declining trends in real property values generally and with respect to properties similar to the Property; (v) anticipated discounts upon resale of the Property as a distressed or foreclosed property; (vi) the fact of additional collateral (if any), for the Secured Obligations; and (vii) such other factors or matters that Administrative Agent (in its sole and absolute discretion) deems appropriate. In regard to the above, Mortgagor acknowledges and agrees that: (w) Administrative Agent is not required to use any or all of the foregoing factors to determine the amount of its credit bid; (x) this Section does not impose upon Administrative Agent any additional obligations that are not imposed by law at the time the credit bid is made; (y) the amount of Administrative Agent's credit bid need not have any relation to any loan-to-value ratios specified in the Loan Documents or previously discussed between Mortgagor and Administrative Agent; and (z) Administrative Agent's credit bid may be (at Administrative Agent's sole and absolute discretion) higher or lower than any appraised value of the Property.

(k) Upon the completion of any foreclosure of all or any portion of the Property, commence an action to recover any of the Secured Obligations that remain unpaid.

(l) Exercise any and all remedies at law, equity, or under the Note, Security Instrument or other Loan Documents for such Event of Default.

6.3 **APPLICATION OF FORECLOSURE SALE PROCEEDS**. Except as may be otherwise required by applicable law, after deducting all reasonable costs, fees and expenses of Administrative Agent, including, without limitation, cost of evidence of title and attorneys' fees in connection with sale and costs and expenses of sale and of any judicial proceeding wherein such sale may be made, all proceeds of any foreclosure sale shall be applied: (a) to payment of all sums expended by Administrative Agent under the terms hereof and not then repaid, with accrued interest at the rate of interest specified in the Note to be applicable on or after maturity or acceleration of the Note; (b) to payment of all other Secured Obligations; and (c) the remainder, if any, to the person or persons legally entitled thereto.

6.4 **APPLICATION OF OTHER SUMS**. All sums received by Administrative Agent under this Security Instrument other than those described in that certain Section 6.2 hereof or that certain Section 3.2 hereof, less all reasonable costs and expenses incurred by Administrative Agent or any receiver, including, without limitation, attorneys' fees, shall be applied in payment of the Secured Obligations in such order as Administrative Agent shall determine in its sole discretion; provided, however, Administrative Agent shall have no liability for funds not actually received by Administrative Agent.

6.5 **NO CURE OR WAIVER**. Neither Administrative Agent's nor any receiver's entry upon and taking possession of all or any part of the Property and Collateral, nor any collection of rents, issues, profits, insurance proceeds, condemnation proceeds or damages, other security or proceeds of other security, or other sums, nor the application of any collected sum to any Secured Obligation, nor the exercise or failure to exercise of any other right or remedy by Administrative Agent or any receiver shall cure or waive any breach, Event of Default or notice of default under this Security Instrument, or nullify the effect of any notice of default or sale (unless all Secured Obligations then due have been paid and performed and Mortgagor has cured all other defaults), or limit or impair the status of the security, or prejudice Administrative Agent in the exercise of any right or remedy, or be construed as an affirmation by Administrative Agent of any tenancy, lease or option or a subordination of the lien of or security interests created by this Security Instrument.

6.6 **PAYMENT OF COSTS, EXPENSES AND ATTORNEYS' FEES**. Mortgagor agrees to pay to Administrative Agent upon demand all reasonable costs and expenses of any kind incurred by Administrative Agent pursuant to this Article (including, without limitation, court costs and attorneys' fees, whether incurred in litigation or not, including, without limitation, at trial, on appeal or in any bankruptcy or other proceeding, or not and the costs of any appraisals obtained in connection with a determination of the fair value of the Property) with interest from the date of expenditure until said sums have been paid at the rate of interest then applicable to the principal balance of the Note as specified therein or as allowed by applicable law. In addition, Mortgagor will pay a reasonable fee for title searches, sale guarantees, publication costs, appraisal reports or environmental assessments made in preparation for and in the conduct of any such proceedings or suit. All of the foregoing amounts must be paid to Administrative Agent as part of any reinstatement tendered hereunder. In the event of any legal proceedings, court costs and attorneys' fees shall be set by the court and not by jury and shall be included in any judgment obtained by Administrative Agent. For purposes of this Security Instrument, references to "attorneys' fees", "attorneys fees' and expenses" and "reasonable attorneys' fees" shall mean the actual cost and expense incurred by attorneys engaged by Administrative Agent at said attorneys' actual hourly rate for time worked and other reasonable costs and expenses actually incurred by said attorneys.

6.7 **POWER TO FILE NOTICES AND CURE DEFAULTS**. Mortgagor hereby irrevocably appoints Administrative Agent and its successors and assigns, as its attorney-in-fact, which agency is coupled with an interest, to prepare, execute and file or record any document necessary to create, perfect or preserve Administrative Agent's security interests and rights in or to any of the Property and Collateral, and Administrative Agent may perform any obligation of Mortgagor hereunder (i) during the existence of an Event of Default or (ii) during the existence of an event, act or omission which, with notice or passage of time or both, would constitute an Event of Default provided Administrative Agent has provided notice to Mortgagor of the failure to perform any such obligation.

6.8 **REMEDIES CUMULATIVE**. All rights and remedies of Administrative Agent provided hereunder are cumulative and are in addition to all rights and remedies provided by applicable law (including specifically that of foreclosure of this Security Instrument as though it were a mortgage) or in any other agreements between Mortgagor and Administrative Agent. No failure on the part of Administrative Agent to exercise any of its rights hereunder arising upon any Event of Default shall be construed to prejudice its rights upon the occurrence of any other or subsequent Event of Default. No delay on the part of Administrative Agent in exercising any such rights shall be construed to preclude it from the exercise thereof at any time while that Event of Default is continuing. Administrative Agent may enforce any one or more remedies or rights hereunder successively or concurrently. By accepting payment or performance of any of the Secured Obligations after its due date, Administrative Agent shall not waive the agreement contained herein that time is of the essence, nor shall Administrative Agent waive either its right to require prompt payment or performance when due of the remainder of the Secured Obligations.

6.9 **DISCONTINUANCE OF PROCEEDS**. In case Administrative Agent shall have proceeded to enforce any right, power or remedy under this Security Instrument by foreclosure, entry or otherwise, or in the event Administrative Agent commences advertising of the intended exercise of the sale under power provided hereunder and such proceeding or advertisement shall have been withdrawn, discontinued or abandoned for any reason, or shall have been determined adversely to Administrative Agent, then in every such case (a) Mortgagor and Administrative Agent shall be restored to their former positions and rights, (b) all rights, powers and remedies of Administrative Agent shall continue as if no such proceeding had been taken, (c) each and every Event of Default declared or occurring prior or subsequent to such withdrawal, discontinuance or abandonment shall be and shall be deemed to be a continuing Event of Default and (d) neither this Security Instrument, nor the Note, nor the Secured Obligations, nor any other Loan Document, shall be or shall be deemed to have been reinstated or otherwise affected by such withdrawal, discontinuance or abandonment; and Mortgagor hereby expressly waives the benefit of any statute or rule of law now provided, or which may hereafter be provided, which would produce a result contrary to or in conflict with the above.

ARTICLE 7. MISCELLANEOUS PROVISIONS

7.1 **NOTICES**. All notices, demands, or other communications under this Security Instrument and the other Loan Documents shall be in writing and shall be delivered to the appropriate party at the address set forth below (subject to change from time to time by written notice to all other parties to this Security Instrument). All notices, demands or other communications shall be considered as properly given if delivered personally or sent by first class United States Postal Service mail, postage prepaid, or by Overnight Express Mail or by overnight commercial courier service, charges prepaid, except that notice of an Event of Default may be sent by certified mail, return receipt requested, charges prepaid. Notices so sent shall be effective three (3) days after mailing, if mailed by first class mail, and otherwise upon delivery or refusal; provided, however, that non-receipt of any communication as the result of any change of address of which the sending party was not notified or as the result of a refusal to accept delivery shall be deemed receipt of such communication. For purposes of notice, the address of the parties shall be:

Mortgagor:	GCP-Calera Box, LLC c/o Graham & Company 110 Office Park Drive Suite 200 Birmingham, Alabama 35223 Attention: John Hagefstration
With a copy to:	Bradley Arant Boult Cummings, LLP One Federal Place 1819 Fifth Avenue North Birmingham, Alabama 35203 Attention: David Dresher
Administrative Agent:	Wells Fargo Bank, National Association Commercial Real Estate 171 17th Street, 4th Floor Atlanta, Georgia 30363 Attention: Merrill Breland Loan #: 1008394
With a copy to:	Wells Fargo Bank, National Association Minneapolis Loan Center 600 South 4th Street, 9th Street MAC: N9300-0191 Minneapolis, Minnesota 55415 Attention: Disbursement Administrator Loan #: 1008394

Any party shall have the right to change its address for notice hereunder to any other location within the continental United States by the giving of thirty (30) days' notice to the other party in the manner set forth hereinabove.

7.2 **ATTORNEYS' FEES AND EXPENSES; ENFORCEMENT**. Subject to the following provisions of this section, if the Note is placed with an attorney for collection or if an attorney is engaged by Administrative Agent to exercise rights or remedies or otherwise take actions to collect thereunder or under any other Loan Document, or if suit be instituted for collection, reinforcement of rights and remedies, then in all events, Mortgagor agrees to pay to Administrative Agent all reasonable costs of collection, exercise of remedies or rights or other assertion of claims, including, but not limited to, reasonable attorneys' fees, whether or not court proceedings are instituted, and, where instituted, whether in district court, appellate court, or bankruptcy court.

7.3 **NO WAIVER**. No previous waiver and no failure or delay by Administrative Agent in acting with respect to the terms of the Note or this Security Instrument shall constitute a waiver of any breach, default, or failure of condition under the Note, this Security Instrument or the obligations secured thereby (other than the previously waived breach, default or failure of condition). A waiver of any term of the Note, this Security Instrument or of any of the obligations secured thereby must be made in writing and shall be limited to the express written terms of such waiver.

7.4 **SEVERABILITY**. If any provision or obligation under this Security Instrument shall be determined by a court of competent jurisdiction to be invalid, illegal or unenforceable, that provision shall be deemed severed from this Security Instrument and the validity, legality and enforceability of the remaining provisions or obligations shall remain in full force as though the invalid, illegal, or unenforceable provision had never been a part of this Security Instrument.

7.5 **HEIRS, SUCCESSORS AND ASSIGNS**. Except as otherwise expressly provided under the terms and conditions herein, the terms of this Security Instrument shall bind and inure to the benefit of the heirs, executors, administrators, nominees, successors and assigns of the parties hereto, including, without limitation, subsequent owners of the Property or any part thereof; provided, however, that this Section does not waive or modify the provisions of that certain Section entitled Due on Sale or Encumbrance.

7.6 **ATTORNEY-IN-FACT**. Mortgagor hereby irrevocably appoints and authorizes Administrative Agent as Mortgagor's attorney-in-fact, which agency is coupled with an interest, and as such attorney-in-fact Administrative Agent may, without the obligation to do so, execute and/or record in Administrative Agent's or Mortgagor's name any notices, instruments or documents that Administrative Agent deems necessary to protect Administrative Agent's security interest and mortgage lien on the Property under any of the Loan Documents.

7.7 **TIME**. Time is of the essence of each and every term herein.

7.8 **GOVERNING LAW AND CONSENT TO JURISDICTION**. With respect to matters relating to the creation, perfection and procedures relating to the enforcement of the liens created pursuant to this Security Instrument, this Security Instrument shall be governed by, and construed in accordance with, the laws of Alabama, it being understood that, except as expressly set forth above in this paragraph and to the fullest extent permitted by the laws of Alabama, the laws of the State of New York shall govern any and all matters, claims, controversies or disputes arising under or related to this Security Instrument, the relationship of the parties, and/or the interpretation and enforcement of the rights and duties of the parties relating to this Security Instrument, the Loan Agreement and the other Loan Documents and all of the indebtedness or obligations arising thereunder or hereunder. Mortgagor hereby consents to the jurisdiction of any federal or state court within the State of New York having proper venue and also consent to service of process by any means authorized by New York law or federal law.

7.9 **JOINT AND SEVERAL LIABILITY**. The liability of all persons and entities obligated in any manner hereunder shall be joint and several.

7.10 **HEADINGS**. All article, section or other headings appearing in this Security Instrument are for convenience of reference only and shall be disregarded in construing this Security Instrument.

7.11 **COUNTERPARTS**. To facilitate execution, this document may be executed in as many counterparts as may be convenient or required. It shall not be necessary that the signature of, or on behalf of, each party, or that the signature of all persons required to bind any party, appear on each counterpart. All counterparts shall collectively constitute a single document. It shall not be necessary in making proof of this document to produce or account for more than a single counterpart containing the respective signatures of, or on behalf of, each of the parties hereto. Any signature page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures thereon and thereafter attached to another counterpart identical thereto except having attached to it additional signature pages.

7.12 **DEFINED TERMS**. Unless otherwise defined herein, capitalized terms used in this Security Instrument shall have the meanings attributed to such terms in the Loan Agreement.

7.13 **RULES OF CONSTRUCTION**. The word "**Borrower**" as used herein shall include both the named Borrower and any other person at any time assuming or otherwise becoming primarily liable for all or any part of the obligations of the named Borrower under the Note and the other Loan Documents. The term "person" as used herein shall include any individual, company, trust or other legal entity of any kind whatsoever. If this Security Instrument is executed by more than one person, the term "**Mortgagor**" shall include all such persons. The word "**Administrative Agent**" as used herein shall include Administrative Agent, its successors, assigns and affiliates. The word "**Lenders**" as used herein shall include each Lender, its successors, assigns and affiliates. The term "**Property**" and "**Collateral**" means all and any part of the Property and Collateral, respectively, and any interest in the Property and Collateral, respectively.

7.14 **USE OF SINGULAR AND PLURAL; GENDER**. When the identity of the parties or other circumstances make it appropriate, the singular number includes the plural, and the masculine gender includes the feminine and/or neuter.

7.15 **EXHIBITS, SCHEDULES AND RIDERS**. All exhibits, schedules, riders and other items attached hereto are incorporated into this Security Instrument by such attachment for all purposes.

7.16 **INCONSISTENCIES**. In the event of any inconsistencies between the terms of this Security Instrument and the terms of the Loan Agreement or Note, including without limitation, provisions regarding collection and application of Property revenue, required insurance, tax impounds, and transfers of the Property, the terms of the Loan Agreement or Note, as applicable, shall prevail.

7.17 **MERGER**. No merger shall occur as a result of Administrative Agent's acquiring any other estate in, or any other lien on, the Property unless Administrative Agent consents to a merger in writing and in accordance with the terms of the Loan Agreement.

7.18 **WAIVER OF MARSHALLING RIGHTS**. Mortgagor, for itself and for all parties claiming through or under Mortgagor, and for all parties who may acquire a lien on or interest in the Property and Collateral, hereby waives all rights to have the Property and Collateral and/or any other property, which is now or later may be security for any Secured Obligation marshalled upon any foreclosure of the lien of this Security Instrument or on a foreclosure of any other lien or security interest against any security for any of the Secured Obligations. During the existence of an Event of Default, Administrative Agent shall have the right to sell, and any court in which foreclosure proceedings may be brought shall have the right to order a sale of, the Property and any or all of the Collateral or other property as a whole or in separate parcels, in any order that Administrative Agent may designate.

7.19 **INTEGRATION; INTERPRETATION**. The Loan Documents contain or expressly incorporate by reference the entire agreement of the parties with respect to the matters contemplated therein and supersede all prior negotiations or agreements, written or oral. The Loan Documents shall not be modified except by written instrument executed by all parties. Any reference to the Loan Documents includes any amendments, renewals or extensions now or hereafter approved by Administrative Agent in writing. The Loan Documents grant further rights to Administrative Agent and contain further agreements and affirmative and negative covenants by Mortgagor which apply to this Security Instrument and to the Property and Collateral and such further rights and agreements are incorporated herein by this reference. Where Mortgagor and Borrower are not the same, "**Mortgagor**" means the owner of the Property in any provision dealing with the Property, "**Borrower**" means the obligor in any provision dealing with the Secured Obligations.

7.20 **MULTIPLE SECURITY INSTRUMENTS**. Mortgagor hereby acknowledges that this Security Instrument is being executed concurrently with other deeds to secure debt, mortgages, and/or deeds of trust which also secure the Secured Obligations by encumbering separate real property located both within the State of Alabama and outside the State of Alabama. Mortgagor hereby agrees that this Security Instrument and the other instruments (collectively, the "**Instruments**") may be foreclosed in any order and that Administrative Agent shall be under no obligation to confirm any sale under any one of the Instruments before proceeding with foreclosure or the exercise of other remedies under any other Instruments.

7.21 **RESERVED**.

7.22 **LAST DOLLARS SECURED**. The parties agree that any payments or repayments of the Indebtedness (as defined in the Loan Agreement) due under or secured by the Loan Documents (the "**Secured Indebtedness**") shall be and be deemed to be applied first to the portion of the Secured Indebtedness that is not secured hereby, if any, it being the parties' intent that the portion of the Secured Indebtedness last remaining unpaid shall be secured hereby.

7.23 **SAVINGS PROVISION**. The parties hereto recognize and acknowledge that Mortgagor or another Loan Party may from time to time have advanced to it under the Loan an aggregate principal amount in excess of the borrowing that would otherwise be supported by collateral encumbered under this Security Instrument. The Loan has been established in the manner provided for in the Loan Agreement and each Mortgage (as defined in the Loan Agreement) (and with the possible result referred to in the foregoing sentence) at the express request of, and to accommodate the administrative and operation requirements of Mortgagor, the other Loan Parties and Guarantors (as defined in the Loan Agreement). It is the intent of Mortgagor, each other Loan Party and Administrative Agent that Mortgagor's maximum obligation hereunder shall equal, but not exceed, the maximum amount which would not otherwise cause the obligations of Mortgagor hereunder (or any other obligations of Mortgagor to Administrative Agent) to be avoidable or unenforceable against Mortgagor in any proceeding as a result of applicable law, including without limitation, (a) the Bankruptcy Code and (b) any state fraudulent transfer or fraudulent conveyance act or statute applied in such proceeding, whether by virtue of Section 544 of the Bankruptcy Code or otherwise. The applicable laws under which the possible avoidance or unenforceability of the obligations of Mortgagor hereunder (or any other obligations of Mortgagor to Administrative Agent) shall be determined in any such proceeding are referred to as the "**Avoidance Provisions**." Accordingly, to the extent that the obligations of Mortgagor hereunder would otherwise be subject to avoidance under the Avoidance Provisions, the maximum Secured Obligations for which Mortgagor shall be liable hereunder shall be reduced to that amount which, as of the time any of the Secured Obligations are deemed to have been incurred under the Avoidance Provisions, would not cause the obligations of any Mortgagor hereunder (or any other obligations of Mortgagor to Administrative Agent), to be subject to avoidance under the Avoidance Provisions. This Section is intended solely to preserve the rights of Administrative Agent to the maximum extent that would not cause the obligations of Mortgagor be subject to avoidance under the Avoidance Provisions, and neither Mortgagor, nor any other Loan Party nor any other Person shall have any right or claim under this Section as against Administrative Agent that would not otherwise be available to such Person under the Avoidance Provisions.

7.24 **AMENDMENT AND RESTATEMENT**. The Existing Security Instrument is amended and restated in its entirety by this Security Instrument and the provisions of the Existing Security Instrument are superseded hereby.

7.25 **NO NOVATION**. THIS SECURITY INSTRUMENT SHALL NOT BE CONSTRUED AS, OR DEEMED TO CONSTITUTE, A NOVATION AND IN NO WAY ACTS AS A RELEASE OR RELINQUISHMENT OF MORTGAGOR. MORTGAGOR HEREBY CERTIFIES THAT THIS SECURITY INSTRUMENT AND ALL DOCUMENTS EVIDENCING AND SECURING THE LOAN REMAIN IN FULL FORCE AND EFFECT AND ARE ENFORCEABLE IN ACCORDANCE WITH THEIR TERMS, AS MODIFIED, AND THAT THERE EXIST NO DEFAULTS, OFFSETS OR DEFENSES THEREUNDER, OR ANY EVENTS WHICH WITH THE GIVING OF NOTICE, THE PASSAGE OF TIME, OR BOTH, WOULD CONSTITUTE A DEFAULT, OFFSET OR DEFENSE THEREUNDER.

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IN WITNESS WHEREOF, Mortgagor has executed this Security Instrument under seal as of the date set forth above.

"MORTGAGOR"

GCP-CALERA BOX, LLC,
a Delaware limited liability company

By: [signature]
Name: John Hagefstration
Title: Executive Vice President

STATE OF Alabama)
COUNTY OF Jefferson)

I, Lisa W. Davis a Notary Public in and for said County in said State, hereby certify that John Hagefstration, whose name as Executive Vice President of GCP-CALERA BOX, LLC, a Delaware limited liability company, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of such instrument, he, as Authorized Agent and with fully authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and seal, this 25th day of January, 2017.

Lisa W. Davis
NOTARY PUBLIC

[SEAL] LISA W. DAVIS MY COMMISSION EXPIRES June 27, 2019 NOTARY PUBLIC STATE OF ALABAMA

My Commission Expires: 6-27-19

20170130000035410 23/29 $99.00
Shelby Cnty Judge of Probate, AL
01/30/2017 12:25:47 PM FILED/CERT

EXHIBIT A - DESCRIPTION OF PROPERTY

Exhibit A to **AMENDED AND RESTATED MORTGAGE, ABSOLUTE ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING** (as hereinafter referred to as "Security Instrument") dated January 27, 2017 and granted by GCP-CALERA BOX, LLC, a Delaware limited liability company ("Mortgagor") to WELLS FARGO BANK, NATIONAL ASSOCIATION, in its capacity as Administrative Agent ("Administrative Agent") as mortgagee, for certain lenders, including Administrative Agent (collectively, the "Lenders"), from time to time parties to the Loan Agreement.

Lot 1, according to the Resurvey of Lots 3-6, Calera North Industrial Park, as recorded in Map Book 26, Page 18 in the Probate Office of Shelby County, Alabama, as corrected by the certain Scrivener's Affidavit by Barton F. Carr recorded as Instrument 20131104000435290 in the Probate Office of Shelby County, Alabama.

Exhibit B - NON-BORROWER MORTGAGOR RIDER

Exhibit B to AMENDED AND RESTATED MORTGAGE, ABSOLUTE ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING (as hereinafter referred to as "Security Instrument") dated January 27, 2017 and granted by GCP-CALERA BOX, LLC, a Delaware limited liability company ("Mortgagor") to WELLS FARGO BANK, NATIONAL ASSOCIATION, in its capacity as Administrative Agent ("Administrative Agent") as mortgagee, for certain lenders, including Administrative Agent (collectively, the "Lenders"), from time to time parties to the Loan Agreement.

To the extent the Security Instrument secures any obligations ("**Secured Obligations**") contained in a promissory note and other loan documents (collectively "**Loan Documents**") made by a party or parties other than Mortgagor (collectively, "**Borrower**"), Mortgagor agree as follows:

1. **INCORPORATION OF TERMS INTO SECURITY INSTRUMENT.** The terms of this Non-Borrower Mortgagor Rider are hereby incorporated as an Addendum to the Security Instrument. Capitalized terms used herein which are not otherwise defined herein, are intended to have the definition given to them in the Security Instrument.

2. **CONDITIONS TO EXERCISE OF RIGHTS**. Mortgagor hereby waives any right it may now or hereafter have to require Administrative Agent, as a condition to the exercise of any remedy or other right against Mortgagor hereunder or under any other document executed by Mortgagor in connection with any Secured Obligation: (a) to proceed against any Borrower or other person, or against any other collateral assigned to Administrative Agent by Mortgagor or any Borrower or other person; (b) to pursue any other right or remedy in Administrative Agent 's power; (c) to give notice of the time, place or terms of any public or private sale of real or personal property collateral assigned to Administrative Agent by any Borrower or other person (other than Mortgagor), or otherwise to comply with the Uniform Commercial Code ("UCC") (as modified or recodified from time to time) with respect to any such personal property collateral; or (d) to make or give (except as otherwise expressly provided in the Loan Documents) any presentment, demand, protest, notice of dishonor, notice of protest or other demand or notice of any kind in connection with any Secured Obligation or any collateral (other than the Property) for any Secured Obligation.

3. **DEFENSES.** Mortgagor hereby waives any defense it may now or hereafter have that relates to: (a) any disability or other defense of any Borrower or other person; (b) the cessation, from any cause other than full performance, of the obligations of Borrower or any other person; (c) the application of the proceeds of any Secured Obligation, by any Borrower or other person, for purposes other than the purposes represented to Mortgagor by any Borrower or otherwise intended or understood by Mortgagor or any Borrower; (d) any act or omission by Administrative Agent which directly or indirectly results in or contributes to the release of any Borrower or other person or any collateral for any Secured Obligation; (e) the unenforceability or invalidity of any collateral assignment (other than the Security Instrument and the amendments thereto) or guaranty with respect to any Secured Obligation, or the lack of perfection or continuing perfection or lack of priority of any lien (other than the lien hereof) which secures any Secured Obligation; (f) any failure of Administrative Agent to marshal assets in favor of Mortgagor or any other person; (g) any modification of any Secured Obligation, including any renewal, extension, acceleration or increase in interest rate; (h) any and all rights and defenses arising out of an election of remedies by Administrative Agent, even though that election of remedies, such as a nonjudicial foreclosure with respect to security for a guaranteed obligation, has destroyed Mortgagor's rights of subrogation and reimbursement against the principal; (i) any law which provides that the obligation of a surety or guarantor must neither be larger in amount nor in other respects more burdensome than that of the principal or which reduces a surety's or guarantor's obligation in proportion to the principal obligation; (j) any failure of Administrative Agent to file or enforce a claim in any bankruptcy or other proceeding with respect to any person; (k) the election by Administrative Agent, in any bankruptcy proceeding of any person, of the application or non-application of Section 1111(b)(2) of the United States Bankruptcy Code or any successor statute;

(l) any extension of credit or the grant of any lien under Section 364 of the United States Bankruptcy Code; (m) any use of cash collateral under Section 363 of the United States Bankruptcy Code; or (n) any agreement or stipulation with respect to the provision of adequate protection in any bankruptcy proceeding of any person. Mortgagor further waives any and all rights and defenses that Mortgagor may have because Borrower's debt is secured by real property; this means, among other things, that: (1) Administrative Agent may foreclose on any real property collateral pledged by Mortgagor without first foreclosing on any real or personal property collateral pledged by Borrower; (2) if Administrative Agent forecloses on any real property collateral pledged by Borrower or Mortgagor, then (A) the amount of the debt may be reduced only by the price for which that collateral is sold at the foreclosure sale, even if the collateral is worth more than the sale price, and (B) Administrative Agent may foreclose on any real property collateral pledged by Mortgagor even if Administrative Agent, by foreclosing on such real property collateral, will destroy any right Mortgagor may have to collect from Borrower. The foregoing sentence is an unconditional and irrevocable waiver of any rights and defenses Mortgagor may have because Borrower's debt is secured by real property. Without limiting the generality of the foregoing or any other provision hereof, Mortgagor further expressly fully and completely subordinates any and all rights and defenses, including, without limitation any rights of subrogation, reimbursement, indemnification and contribution, which might otherwise be available to Mortgagor under any applicable law, to the rights of Administrative Agent under this Security Instrument and the Loan Documents until the Secured Obligations are paid in full.

4. **SUBROGATION.** Mortgagor fully and completely subordinates to the rights of Administrative Agent and Lenders under the Loan Documents, until such time as all Secured Obligations are fully performed: (a) any right of subrogation against any Borrower that relates to any Secured Obligation; (b) any right to enforce any remedy Mortgagor may now or hereafter have against any Borrower that relates to any Secured Obligation; and (c) any right to participate in any collateral now or hereafter assigned to Administrative Agent with respect to any Secured Obligation.

5. **BORROWER INFORMATION.** Mortgagor warrants and agrees: (a) that Mortgagor has not relied, and will not rely, on any representations or warranties by Administrative Agent or any Lender to Mortgagor with respect to the credit worthiness of any Borrower or the prospects of repayment of any Secured Obligation from sources other than the Property; (b) that Mortgagor has established and/or will establish adequate means of obtaining from each Borrower on a continuing basis financial and other information pertaining to the business operations, if any, and financial condition of each Borrower; (c) that Mortgagor assumes full responsibility for keeping informed with respect to each Borrower's business operations, if any, and financial condition; (d) that neither Administrative Agent nor any Lender shall have a duty to disclose or report to Mortgagor any information now or hereafter known to Administrative Agent and/or any Lender with respect to any Borrower, including, without limitation, any information relating to any of Borrower's business operations or financial condition; and (e) that Mortgagor is familiar with the terms and conditions of the Loan Documents and consents to all provisions thereof.

6. **REINSTATEMENT OF LIEN.** Administrative Agent's rights hereunder shall be reinstated and revived, and the enforceability of the Security Instrument shall continue, with respect to any amount at any time paid on account of any Secured Obligation which Administrative Agent is thereafter required to restore or return in connection with a bankruptcy, insolvency, reorganization or similar proceeding with respect to any Borrower.

7. **SUBORDINATION.** Until all of the Secured Obligations have been fully paid and performed: (a) Mortgagor hereby agrees that all existing and future indebtedness and other obligations of each Borrower to Mortgagor (collectively, the "Subordinated Debt") shall be and are hereby subordinated to all Secured Obligations which constitute obligations of the applicable Borrower, and the payment thereof is hereby deferred in right of payment to the prior payment and performance of all such Secured Obligations; (b) Mortgagor shall not collect or receive any cash or non-cash payments on any Subordinated Debt or transfer all or any portion of the Subordinated Debt; and (c) in the event that, notwithstanding the foregoing, any payment by, or

distribution of assets of, any Borrower with respect to any Subordinated Debt is received by Mortgagor, such payment or distribution shall be held in trust and immediately paid over to Administrative Agent, is hereby assigned to Administrative Agent as security for the Secured Obligations, and shall be held by Administrative Agent in an interest bearing account until all Secured Obligations have been fully paid and performed.

8. **INTENTIONALLY OMITTED.**

9. **LAWFULNESS AND REASONABLENESS.** Mortgagor warrants that all of the waivers in the Security Instrument are made with full knowledge of their significance, and of the fact that events giving rise to any defense or other benefit waived by Mortgagor may destroy or impair rights which Mortgagor would otherwise have against Administrative Agent and/or the Lenders, Borrower and other persons, or against collateral. Mortgagor agrees that all such waivers are reasonable under the circumstances and further agrees that, if any such waiver is determined (by a court of competent jurisdiction) to be contrary to any law or public policy, the other waivers herein shall nonetheless remain in full force and effect.

10. **ENFORCEABILITY.** Mortgagor hereby acknowledges that: (a) the obligations undertaken by Mortgagor in this Non-Borrower Mortgagor Rider are complex in nature, and (b) numerous possible defenses to the enforceability of these obligations may presently exist and/or may arise hereafter, and (c) as part of Administrative Agent's and Lenders' consideration for entering into this transaction and any Specified Derivatives Contract between Borrower and Administrative Agent and/or any Lender, Administrative Agent and Lenders have specifically bargained for the waiver and relinquishment by Mortgagor of all such defenses, and (d) Mortgagor has had the opportunity to seek and receive legal advice from skilled legal counsel in the area of financial transactions of the type contemplated herein. Given all of the above, Mortgagor does hereby represent and confirm to Administrative Agent and Lenders that Mortgagor is fully informed regarding, and that Mortgagor does thoroughly understand: (i) the nature of all such possible defenses, and (ii) the circumstances under which such defenses may arise, and (iii) the benefits which such defenses might confer upon Mortgagor, and (iv) the legal consequences to Mortgagor of waiving such defenses. Mortgagor acknowledges that Mortgagor makes this Non-Borrower Mortgagor Rider with the intent that this Non-Borrower Mortgagor Rider and all of the informed waivers herein shall each and all be fully enforceable by Administrative Agent and Lenders, and that Administrative Agent and Lenders are induced to enter into this transaction in material reliance upon the presumed full enforceability thereof.

11. **MISCELLANEOUS PROVISIONS.**

11.1 **Loan Sales and Participations; Disclosure of Information**. Mortgagor agrees that any Lender may elect, at any time, to sell, assign or grant participations in all or any portion of its rights and obligations under the Loan Documents, and that any such sale, assignment or participation may be to one or more financial institutions, private investors, and/or other entities (each, a "**Participant**"), at such Lender's sole discretion; provided, however, in connection with any such participation, Borrower will continue to be entitled to deal exclusively with such Lender as though no such participations had been sold (including, without limitation, making all payments required under the Loan Documents to such Lender) and such Lender shall not be relieved of any of its obligations under this Indemnity or any other Loan Documents by reason of any sale of participation interests. Mortgagor further agrees that such Lender may disseminate to any such actual or potential Participant(s) all documents and information (including, without limitation, all financial information) which has been or is hereafter provided to or known to such Lender with respect to: (a) the Property and Collateral and its operation; (b) any party connected with the Loan (including, without limitation, the Mortgagor, the Borrower, any partner of Borrower and any guarantor); and/or (c) any lending relationship other than the Loan which such Lender may have with any party connected with the Loan; provided, however any such dissemination shall be made with due regard to the confidential nature of such information and shall be afforded the same confidentiality safeguards that such Lender and such Participant uses to protect its confidential information and that of its customers.

Anything in this Non-Borrower Mortgagor Rider to the contrary notwithstanding, and without the need to comply with any of the formal or procedural requirements of this Non-Borrower Mortgagor Rider, including this Section, any Lender and any Participant may at any time and from time to time pledge and assign all or any portion of its rights under all or any of the Loan Documents to a Federal Reserve Bank; provided that no such pledge or assignment shall release such party from its obligations thereunder.

11.2 **WAIVER OF RIGHT TO TRIAL BY JURY. TO THE EXTENT PERMITTED BY APPLICABLE STATE LAW, EACH PARTY TO THIS NON-BORROWER MORTGAGOR RIDER, AND BY, ADMINISTRATIVE AGENT'S ACCEPTANCE HEREOF, ADMINISTRATIVE AGENT, HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (A) ARISING UNDER THE LOAN DOCUMENTS, INCLUDING, WITHOUT LIMITATION, ANY PRESENT OR FUTURE MODIFICATION THEREOF OR (B) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO THE LOAN DOCUMENTS (AS NOW OR HEREAFTER MODIFIED) OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HEREWITH, OR THE TRANSACTIONS RELATED HERETO OR THERETO, IN EACH CASE WHETHER SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION IS NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT OR TORT OR OTHERWISE; AND EACH PARTY AND ADMINISTRATIVE AGENT HEREBY AGREES AND CONSENTS THAT ANY PARTY TO THIS NON-BORROWER MORTGAGOR RIDER MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES HERETO AND ADMINISTRATIVE AGENT TO THE WAIVER OF ANY RIGHT THEY MIGHT OTHERWISE HAVE TO TRIAL BY JURY.**

11.3 **INTEGRATION; INTERPRETATION**. The Loan Documents, including this Non-Borrower Mortgagor Rider, contain or expressly incorporate by reference the entire agreement of the parties with respect to the matters contemplated therein and supersede all prior negotiations or agreements, written or oral. The Loan Documents shall not be modified except by written instrument executed by all parties. Any reference to the Loan Documents includes any amendments, renewals or extensions now or hereafter approved by Administrative Agent in writing.

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"MORTGAGOR"

GCP-CALERA BOX, LLC,
a Delaware limited liability company

By: _______________
Name: John Hagefstration
Title: Executive Vice President

STATE OF Alabama)
COUNTY OF Jefferson)

I, Lisa W. Davis, a Notary Public in and for said County in said State, hereby certify that John Hagefstration, whose name as Executive Vice President of GCP-CALERA BOX, LLC, a Delaware limited liability company, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of such instrument, he, as Authorized Agent and with fully authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and seal, this 25th day of January, 2017.

Lisa W. Davis
NOTARY PUBLIC

[SEAL] LISA W. DAVIS MY COMMISSION EXPIRES June 27, 2019 NOTARY PUBLIC STATE OF ALABAMA

My Commission Expires: 6 27 19

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