


This instrument prepared by
and upon recording return to:

James L. Webb
Bradley Arant Boult Cummings LLP
One Federal Place
1819 5th Avenue North
Birmingham, AL 35203
205-521-8808

STATE OF ALABAMA)

SHELBY COUNTY)


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Shelby Cnty Judge of Probate, AL
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**LEASEHOLD MORTGAGE, SECURITY AGREEMENT
AND ASSIGNMENT OF RENTS AND LEASES**

THIS LEASEHOLD MORTGAGE, security agreement and assignment of rents and leases (this "mortgage") is made and entered into as of the 12th day of February, 2015, by **CGP Medvest BW, LLC**, a Delaware limited liability company (the "Mortgagor"), whose address is 361 Summit Boulevard, Suite 220, Birmingham, AL 35243, in favor of **IBERIABANK**, a Louisiana state chartered bank (the "Mortgagee"), whose address is 2340 Woodcrest Place, Birmingham, AL 35209, Attention: Martin Brown.

Recitals

A. The Mortgagor is, or hereafter shall be, justly indebted to the Mortgagee in the principal sum of \$12,867,290, as evidenced by a promissory note of even date herewith, which note bears interest as provided therein (as may be modified, amended, restated or replaced from time to time, the "Note").

B. The Mortgagor is the owner of a leasehold estate and other rights under that certain Lease Agreement between the Mortgagor and The Medical Clinic Board of the City of Hoover, Alabama, a public corporation and instrumentality under the laws of the State of Alabama, dated of even date herewith (the "Lease Agreement").

C. To secure the Note, and to induce the Mortgagee to extend credit to the Mortgagor on the strength of the security provided by this mortgage and convey the property described herein to the Mortgagee as hereinafter set forth, the Mortgagor has agreed to execute and deliver this mortgage to the Mortgagee.

Agreement

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and to secure the payment of the following (hereinafter collectively referred to as the "Debt"):

No mortgage recording tax is due upon the recording of this mortgage because mortgage recording tax was already paid on the Debt at the recording of that certain Mortgage, Security Agreement and Assignment of Rents and Leases from Mortgagor to Mortgagee recorded immediately prior hereto.

(1) the payment of the debt evidenced by the Note, and interest thereon and any and every extension, renewal and modification thereof, or of any part thereof, and all interest on all such extensions, renewals and modifications;

(2) all other indebtedness, obligations and liabilities of the Mortgagor to the Mortgagee of every kind and description whatsoever (including under any Hedge Agreement as defined in the hereafter defined Loan Agreement), arising directly between the Mortgagor and the Mortgagee or acquired outright, as a participation or as collateral security from another by the Mortgagee, direct or indirect, absolute or contingent, due or to become due, now existing or hereafter incurred, contracted or arising, joint or several, liquidated or unliquidated, regardless of how they arise or by what agreement or instrument they may be evidenced or whether they are evidenced by agreement or instrument, and whether incurred as maker, endorser, surety, guarantor, member of a partnership, syndicate, joint venture, association or other group, or otherwise, and any and all extensions, renewals and modifications of any of the same; and

(3) the compliance with all of the stipulations, covenants, agreements, representations, warranties and conditions contained in this mortgage;

the Mortgagor does hereby grant, bargain, sell and convey unto the Mortgagee, its successors and assigns, all right, title and interest of the Mortgagor, now or hereafter acquired, in and to the property and interests in property described in the following Granting Clauses A through I, both inclusive, and does grant to the Mortgagee a security interest in said property and interests in property:

- A. The Mortgagor's leasehold estate and interest in accordance with the terms of the Lease Agreement, and all other rights, titles and privileges under the Lease Agreement, in and to the real estate described on Exhibit A attached hereto and made a part hereof (the "Real Estate") and all improvements, structures, buildings, appurtenances, and fixtures now or hereafter situated thereon (the "Improvements").
- B. all (i) streets, roads, alleys, permits, easements, licenses, rights-of-way, rights of ingress and egress, vehicle parking rights and public places, existing or proposed, abutting, adjacent, used in connection with or pertaining to the Real Estate or the Improvements; (ii) strips or gores between the Real Estate and abutting or adjacent properties; (iii) options to purchase the Real Estate or the Improvements or any portion thereof or interest herein, and any greater estate in the Real Estate or Improvements; (iv) water, water rights (whether riparian, appropriative or otherwise and whether or not appurtenant) and water stock, timber, crops and mineral interests on or pertaining to the Real Estate; (v) development rights and credits and air rights and (vi) other contracts, privileges, immunities, tenements and hereditaments now or hereafter pertaining to or affecting the Real Estate or the Improvements.
- C. (i) All leases, written or oral, and all agreements for use or occupancy of any portion of the Real Estate or the Improvements with respect to which the Mortgagor is the lessor, any and all extensions and renewals of said leases and

agreements and any and all further leases or agreements, now existing or hereafter made, including subleases thereunder, upon or covering the use or occupancy of all or any part of the Real Estate or the Improvements, including, but not limited to that certain Lease Agreement dated as of October 3, 2014, as amended by that certain First Amendment to and Assignment of Lease Agreement of even date herewith (as heretofore or hereafter extended, amended, modified or renewed, the "Brookwood Lease"), pursuant to which Mortgagor has leased the Property to Brookwood Health Services, Inc., an Alabama corporation ("Brookwood") (all such leases, subleases, agreements and tenancies heretofore mentioned being hereinafter collectively referred to as the "Leases");

(ii) any and all guaranties of the lessee's and any sublessee's performance under any of the Leases;

(iii) the immediate and continuing right to collect and receive all of the rents, income, receipts, revenues, issues and profits now due or which may become due or to which the Mortgagor may now or shall hereafter (including during the period of redemption, if any) become entitled or may demand or claim, arising or issuing from or out of the Leases or from or out of the Real Estate or any of the Improvements, or any part thereof, including, but not limited to, minimum rents, additional rents, percentage rents, common area maintenance charges, parking charges, tax and insurance premium contributions, if any, and liquidated damages following default, the premium payable by any lessee upon the exercise of any cancellation privilege provided for in any of the Leases, and all proceeds payable under any policy of insurance covering loss of rents resulting from untenability caused by destruction or damage to the Real Estate or the Improvements, if any, together with any and all rights and claims of any kind that the Mortgagor may have against any such lessee under the Leases or against any subtenants or occupants of the Real Estate or any of the Improvements, all such moneys, rights and claims in this paragraph described being hereinafter referred to as the "Rents;" provided, however, so long as no Event of Default (as defined herein) has occurred, the Mortgagor shall have the right under a license granted hereby to collect, receive and retain the Rents accruing prior to an Event of Default; and

(iv) any award, dividend or other payment made hereafter to the Mortgagor in any court procedure involving any of the lessees under the Leases in any bankruptcy, insolvency or reorganization proceedings in any state or federal court and any and all payments made by lessees in lieu of rent. The Mortgagor hereby appoints the Mortgagee as the Mortgagor's irrevocable attorney in fact to appear in any action and/or to collect any such award, dividend or other payment.

D. All building and construction materials and supplies, inventory, equipment, fixtures, systems, machinery, furniture, furnishings, goods, tools, apparatus and fittings of every kind or character, tangible and intangible (including software embedded therein), now owned or hereafter acquired by the Mortgagor for the purpose of, or used or useful in connection with, the complete and proper planning, development, use, occupancy or operation of the Real Estate and

Improvements, or acquired (whether delivered to the Real Estate or elsewhere) for use or installation in or on the Real Estate or the Improvements, wherever the same may be located, which are now or hereafter attached to or situated in, on or about the Real Estate and the Improvements, including, without limitation, all lumber and lumber products, bricks, stones, building blocks, sand, cement, roofing materials, paint, doors, windows, hardware, nails, wires, wiring, engines, boilers, furnaces, tanks, motors, generators, switchboards, elevators, escalators, plumbing, plumbing fixtures, air-conditioning and heating equipment and appliances, electrical and gas equipment and appliances, stoves, refrigerators, dishwashers, hot water heaters, garbage disposers, trash compactors, other appliances, carpets, rugs, window treatments, lighting, fixtures, pipes, piping, decorative fixtures, and all other building and construction materials and supplies, equipment and fixtures of every kind and character used or useful in connection with the Improvements, and all renewals and replacements of, substitutions for and additions to any of the foregoing.

- E. All (i) plans and specifications for the Improvements, (ii) the Mortgagor's rights, but not liability for any breach by the Mortgagor, under all commitments (including any commitments for financing to pay any of the Debt), insurance policies (or additional or supplemental coverage related thereto, including from an insurance provider meeting the requirements of the Loan Documents or from or through any state or federal government-sponsored program or entity), interest rate protection agreements, contracts and agreements for the design, construction, renovation, operation or inspection of the Improvements and other contracts and general intangibles (including payment intangibles and any trademarks, trade names, goodwill, software and symbols) related to the Real Estate or the Improvements or Personal Property (hereafter defined) or the operation thereof, (iii) deposits and deposit accounts arising from or relating to any transactions related to the Real Estate or the Improvements or Personal Property (including the Mortgagor's right in tenants' security deposits, deposits with respect to utility services to the Real Estate, and any deposits, deposit accounts or reserves hereunder or under any other Loan Document (as defined in the Loan Agreement) for taxes, insurance or otherwise), (iv) rebates or refunds of impact fees or other taxes, assessments or charges, money, accounts (whether tangible or electronic) arising from or by virtue of any transactions related to the Real Estate or Improvements, (v) permits, licenses, franchises, certificates, development rights, commitments and rights for utilities, and other rights and privileges obtained in connection with the Real Estate and Improvements, (vi) as-extracted collateral produced from or allocated to the Real Estate, including oil, gas and other hydrocarbons and other minerals and all products processed or obtained therefrom and the proceeds thereof, and (vii) engineering, accounting, title, legal and other technical or business data concerning the Real Estate and Improvements, including software, which are in the possession of the Mortgagor or in which the Mortgagor can otherwise grant a security interest.
- F. All (i) accounts and proceeds (whether cash or non-cash and including payment intangibles), of or arising from the properties, rights, titles and interests referred to hereinabove, including the proceeds of any sale, lease or other disposition thereof,

proceeds of each policy of insurance, present and future (or additional or supplemental coverage related thereto, including from an insurance provider meeting the requirements of the Loan Documents or from or through any state or federal government-sponsored program or entity), payable because of a loss sustained to all or part of the Real Estate or Improvements (including premium refunds), proceeds of the taking thereof or of any rights appurtenant thereto, including change of grade of streets, curb cuts or other rights of access, by condemnation, eminent domain or transfer in lieu thereof for public or quasi-public use under any law, proceeds arising out of any damage thereto, including any and all commercial tort claims, provided, however, all of the foregoing shall be subject to rights of tenants under Leases, (ii) letter-of-credit rights (whether or not the letter of credit is evidenced by writing) the Mortgagor now has or hereafter acquires relating to the properties, rights, title and interests referred to herein, (iii) commercial tort claims the Mortgagor now has or hereafter acquires relating to the properties, rights, title and interests referred to herein, and (iv) other interests of every kind and character which the Mortgagor now has or hereafter acquires in, or for the benefit of the properties, rights, titles and interests referred to hereinabove and all property used or useful in connection therewith, including rights of ingress and egress and remainders, reversions and reversionary rights or interests.

- G. Any and all other real or personal property of every kind and nature from time to time hereafter by delivery or by writing of any kind conveyed, mortgaged, pledged, assigned or transferred to the Mortgagee, or in which the Mortgagee is granted a security interest, as and for additional security hereunder by the Mortgagor, or by anyone on behalf of, or with the written consent of, the Mortgagor.
- H. Any and all right, title and interest of the Mortgagor in and to (i) all modifications, extensions and renewals of the Lease Agreement and all options and rights to renew or extend the same; (ii) all options and rights to purchase or of first refusal, if any, with respect to the Real Estate or any part thereof; and (iii) all other, further or additional title, estate, options, privileges, interest or rights which the Mortgagor may now or hereafter acquire in and to the Real Estate and the Lease Agreement.
- I. All proceeds and products of, additions and accretions to, substitutions and replacements for, and changes in any of the property referred to in Granting Clauses A through H hereinabove.

(All of the property and interests in property described in the foregoing Granting Clauses A through I, both inclusive, are herein sometimes collectively called the "Property". The personal property described in Granting Clauses D, E and F and all other personal property covered by this mortgage are herein sometimes collectively called the "Personal Property".)

SUBJECT, HOWEVER, to the easements, rights-of-way and other exceptions described on Exhibit B hereto ("Permitted Exceptions").



To have and to hold the Property unto the Mortgagee, its successors and assigns, for and during the entire rest, residue and remainder of the term of years granted under the Lease Agreement and each and every renewal or extension thereof.

1. Future Advance Mortgage. This mortgage is a future advance mortgage and the \$12,867,290 debt evidenced by the Note is to be advanced by the Mortgagee to the Mortgagor in accordance with the terms of a Loan Agreement of even date herewith, entered into by and between the Mortgagor and the Mortgagee (as may be modified, amended or restated from time to time, the "Loan Agreement").

2. Warranties of Title. The Mortgagor covenants with the Mortgagee that the Mortgagor has good leasehold title to the Real Estate in accordance with the Lease Agreement, and has good title to the Personal Property, Improvements and other Property and has a good right to sell and convey the Property as aforesaid; that the Property is free of all encumbrances, except for the Permitted Exceptions; and that the Mortgagor will warrant and forever defend the title to the Property unto the Mortgagee against the lawful claims of all persons claiming provided, however, all of the foregoing shall be subject to rights of tenants under Leases, by, through and under Mortgagor, but not further or otherwise, and except for the Permitted Exceptions.

3. Maintenance of Lien Priority. The Mortgagor shall take all steps necessary to preserve and protect the validity and priority of the liens on, security interests in, and assignment of, the Property created hereby. The Mortgagor shall execute, acknowledge and deliver such additional instruments as the Mortgagee may deem necessary in order to preserve, protect, continue, extend or maintain the liens, security interests and assignments created hereby as first liens on, security interests in, and assignments of, the Property, except as otherwise permitted under the terms of this mortgage. All costs and expenses incurred in connection with the protection, preservation, continuation, extension or maintaining of the liens, security interests and assignments hereby created shall be paid by the Mortgagor.

4. Representations and Warranties Related to Rents and Leases. The Mortgagor hereby represents, covenants and warrants that:

(a) The Mortgagor has good title to the Rents and Leases hereby assigned and good right to assign the same, and no other person, corporation or entity has any right, title or interest therein.

(b) The Mortgagor has not previously sold, assigned, transferred, mortgaged or pledged the Leases or the Rents, whether now due or hereafter to become due.

(c) No Rents due for any period subsequent to the month next succeeding the date of this mortgage have been collected, and no payment of any of the Rents has otherwise been anticipated, waived, released, discounted, set-off or otherwise discharged or compromised.

(d) The Mortgagor has not received any funds or deposits from any lessee in excess of one month's rent for which credit has not already been made on account of accrued rents. Mortgagee acknowledges the foregoing is independent of Brookwood's obligation to pay

for a portion of its Improvements as part of the Brookwood Contribution (as defined in the Brookwood Lease).

(e) Notwithstanding anything in this Mortgage to the contrary, the Mortgagee acknowledges that the Mortgagor has entered into a sale and leaseback transaction with The Medical Clinic Board of the City of Hoover, Alabama (the "MCB"), pursuant to which the Mortgagee has conveyed its interest in the Property to the MCB immediately prior to the recordation of this Mortgage, subject to the Brookwood Lease, and has leased the same from the MCB pursuant to that certain Lease Agreement of even date herewith by and between the Mortgagor, as tenant thereunder, and the MCB (the "MCB Lease").

(f) The Mortgagor hereby approves, and confirms that the Mortgagee has consented to, the fee conveyance to the MCB, and the execution of the Brookwood Lease and the MCB Lease. Mortgagee understands that the relative rights, obligations, priorities and interests between the Mortgagee, the Mortgagor, the MCB and Brookwood with respect to the Property, the Rents and Leases, including the Brookwood Lease and the MCB Lease, and this Mortgage are as set forth in and subject to (i) that certain Subordination, Non-Disturbance and Attornment Agreement of even date herewith and recorded contemporaneously herewith by and between Brookwood and the Mortgagee, and consented to by the Mortgagor and (ii) that certain Subordination, Estoppel, Consent and Assignment of Lease of even date herewith and recorded contemporaneously herewith by and among the MCB, the Mortgagor, Brookwood and the Mortgagee (together, the "Subordination Agreements").

5. Representations and Warranties Related to the Lease Agreement. The Mortgagor hereby represents, covenants and warrants that:

(a) The Lease Agreement is a valid and subsisting lease of the Real Estate for the term therein set forth, and the Lease Agreement is in full force and effect and unmodified except as hereinabove expressly stated.

(b) All rents (including without limitation minimum rents, additional rents, percentage rents, common area maintenance charges and other charges) reserved in the Lease Agreement have been paid to the extent they were payable prior to the date hereof.

(c) There is no existing default under the provisions of the Lease Agreement or in the observance of any of the terms, covenants, conditions or warranties thereof on the part of the Mortgagor to be observed and performed.

(d) The Mortgagor is the owner and holder of the Lease Agreement and the leasehold estate and interest created thereby.

6. Performance of Lease Agreement. The Mortgagor will at all times promptly and faithfully keep and perform, or cause to be kept and performed, all the terms, covenants and conditions contained in the Lease Agreement by the lessee therein to be kept and performed and in all respects conform to and comply with the terms and conditions of the Lease Agreement; and the Mortgagor further covenants that it will not do or permit anything to be done, the doing of which, or refrain from doing anything, the omission of which, will impair or tend to impair the security of this mortgage or will be grounds for declaring a forfeiture or

termination of the Lease Agreement. The Mortgagor will, at least six months prior to the last day upon which the Mortgagor, as lessee, may validly exercise any option to renew or extend the term of the Lease Agreement, (a) exercise such option in such manner as will cause the term of the Lease Agreement to be effectively renewed or extended for the period provided by such option, and (b) give immediate written notice thereof to Mortgagee; it being expressly agreed that, in the event of the failure of the Mortgagor so to do, the Mortgagee shall have, and is hereby granted, the irrevocable right to exercise any such option either in its own name and behalf or in the name and behalf of a designee or nominee of the Mortgagee or in the name and behalf of the Mortgagor, as the Mortgagee shall in its sole discretion determine; provided, however, that if Mortgagor shall prepay in full the Debt in accordance with the provisions of the Note at least six months prior to the last day upon which the Mortgagor, as such lessee, may validly exercise any option to renew or extend the term of the Lease, the Mortgagor will not be obliged to exercise any such option of renewal or extension, nor will the Mortgagee have any right to exercise any such option.

7. No Modification, etc. of Lease Agreement. The Mortgagor also covenants that it will not modify, extend or in any way alter the terms of the Lease Agreement or cancel or surrender the Lease Agreement, or waive, excuse, condone or in any way release or discharge the lessor thereunder of or from the obligations, covenants, conditions and agreements by said lessor to be done and performed; and the Mortgagor does hereby expressly release, relinquish and surrender unto Mortgagee all its right, power and authority to cancel, surrender, terminate, release, amend, modify or alter in any way the terms and provisions of the Lease Agreement, and any attempt on the part of the Mortgagor to exercise any such right without the express prior written consent of the Mortgagee shall constitute a default under the terms hereof.

8. Notice of Default in Lease Agreement, etc. The Mortgagor covenants and agrees to give immediate notice to the Mortgagee of any default under the Lease Agreement, to furnish to the Mortgagee immediately any and all information which it may request concerning the performance by the Mortgagor of the covenants of the Lease Agreement, and to permit the Mortgagee or its representatives at all reasonable times to make investigation or examination concerning the performance by the Mortgagor of the covenants of the Lease Agreement or of this mortgage. The Mortgagor further covenants and agrees that it will promptly deposit with the Mortgagee an original executed copy of the Lease Agreement and each amendment thereto and any and all documentary evidence requested by the Mortgagee showing compliance by the Mortgagor with the provisions of the Lease Agreement and will also deposit with the Mortgagee an exact copy of any notice, communication, plan, specification or other instrument or document received or given by it in any way relating to or affecting the Lease Agreement which may concern or affect the estate of the lessor or lessee in or under the Lease Agreement or in the Real Estate.

9. Right of Mortgagee to Cure, etc. Upon the occurrence of any default or event of default under the Lease Agreement (or any event which, upon the giving of notice or the lapse of time, or both, would constitute such a default or event of default), the Mortgagee shall have the right, but shall be under no obligation, to pay any amount, to perform any other act or to take such action as may be appropriate to cure or prevent such default or event of default under the Lease Agreement, to the end that the Mortgagor's rights in, to and under the Lease Agreement shall be kept unimpaired and free from default. Subject to the rights of sublessees and other occupants, in any such event, the Mortgagee and any person designated by the

Mortgagee shall have, and is hereby granted, the right to enter upon the Property at any time and from time to time for the purpose of paying any such amount, performing any such act or taking any such action, and all monies expended by the Mortgagee in connection therewith (including, but not limited to, reasonable attorneys' fees and disbursements), together with interest thereon at the rate of interest set forth in the Note, or such lesser rate as shall be the maximum amount permitted by law, shall be payable by the Mortgagor to the Mortgagee forthwith upon demand by the Mortgagee, and shall be secured by this mortgage; and the Mortgagee shall have, in addition to any other right or remedy of the Mortgagee, the same rights and remedies in the event of non-payment of any such sums by the Mortgagor as in the case of a default by the Mortgagor in the payment of any installment of principal or interest due and payable under the Note. In the event of any failure by the Mortgagor to pay, observe or perform any covenant on the part of the Mortgagor to be paid, observed and performed under the Lease Agreement, the payment or performance by the Mortgagee on behalf of the Mortgagor of said Lease Agreement covenant shall not remove or waive, as between the Mortgagor and the Mortgagee, the corresponding default under the terms hereof, and any such failure aforesaid shall be subject to all of the rights and remedies of the Mortgagee hereunder available on account of any default.

10. No Merger. Unless the Mortgagee shall otherwise expressly consent in writing, fee title to the Real Estate and the Mortgagor's leasehold estate under the Lease Agreement shall not merge but shall always remain separate and distinct, notwithstanding that both of said estates may at any time be held by the Mortgagor or by any third party by purchase or otherwise.

11. Covenants To Pay Liens and Maintain Insurance. For the purpose of further securing the payment of the Debt, the Mortgagor agrees to: (a) cause Brookwood, in accordance with the Brookwood Lease, to pay all taxes, assessments, and other liens taking priority over this mortgage, if any (hereinafter jointly called "Liens"), and if default is made in the payment of the Liens, or any part thereof, the Mortgagee, at its option, may pay the same; (b) keep the Property continuously insured in accordance with the Brookwood Lease and the Loan Agreement, payable (pursuant to loss payable clauses in form and content satisfactory to the Mortgagee) to the Mortgagee, as its interests may appear. If requested by Mortgagee while an Event of Default exists, to further secure the payment of taxes, assessments, other charges and expenses, and premiums on the insurance required herein, the Mortgagor shall deposit with the Mortgagee on the day monthly installments of principal or interest, or both, are due under the Note (or on another day designated in writing by the Mortgagee), until the Debt is paid in full, an additional amount sufficient to accumulate with the Mortgagee the entire sum required to pay, when due, all taxes and assessments against the Property, the premiums for all insurance required herein and in the Loan Agreement, and amounts for other charges and expenses which the Mortgagee at any time reasonably deems necessary to protect the Property, to prevent the imposition of liens on the Property or otherwise to protect the Mortgagee's interests, all as reasonably estimated from time to time by the Mortgagee. If said deposits are required by the Mortgagee hereunder, the deposits shall be held by the Mortgagee free of any liens or claims on the part of creditors of the Mortgagor and as part of the security of the Mortgagee, and shall be used by the Mortgagee to pay taxes, assessments, insurance premiums and any other charges and expenses contemplated herein, on or related to the Property as the same accrue and are payable. The Mortgagor hereby agrees to execute any additional documents that may be deemed necessary by the Mortgagee at any time to more fully describe the monthly escrows contemplated herein.

12. Assignment of Insurance Policies, etc. The Mortgagor hereby assigns and pledges to the Mortgagee, as further security for the payment of the Debt, each and every policy of hazard insurance now or hereafter in effect which insures the Property, or any part thereof (including without limitation the Personal Property and Improvements, or any part thereof), together with all right, title and interest of the Mortgagor in and to each and every such policy, including, but not limited to, all the Mortgagor's right, title and interest in and to any premiums paid on each such policy, including all rights to return premiums. If the Mortgagor fails to keep the Property insured as specified above then, at the election of the Mortgagee and without notice to any person, the Mortgagee may, but shall not be obligated to, insure the Property in accordance with the Brookwood Lease. In an event of a loss, the proceeds from such insurance shall be paid to the Mortgagor by the Mortgagee for restoration of and repairs to the Property, in accordance with the Mortgagee's standard construction loan procedures, so long as (i) an Event of Default does not exist under this Mortgage or any other Loan Document, (ii) a default does not exist under the Brookwood Lease, (iii) the Mortgagor possesses all insurance for the Property required by the Mortgagee in accordance with the Loan Agreement; provided, however, with respect to coverage for loss of rents, it shall be waived so long as Brookwood is obligated to continue to pay rent in such circumstances under the terms of the Brookwood Lease and (iv) the Mortgagor furnishes to the Mortgagee evidence reasonably satisfactory to the Mortgagee that the Property can be repaired and restored no later than three (3) months prior to the maturity date of the Note. In the event the Mortgagor is unable to satisfy any of the foregoing conditions, the proceeds from the insurance (less Mortgagor's costs of collecting the same) may be credited against the Debt, at the election of the Mortgagee. All amounts spent by the Mortgagee for insurance or for the payment of Liens or for environmental testing or remediation shall become a debt due by the Mortgagor to the Mortgagee and at once payable, without demand upon, or notice to, the Mortgagor, and shall be secured by this mortgage, and shall bear interest at the rate of interest set forth in the Note, or such lesser rate of interest as shall then be the maximum amount permitted by law, from the date of payment by the Mortgagee until paid by the Mortgagor.

13. Assignment of Condemnation Proceeds, etc. As further security for the Debt and the full and complete performance of each and every obligation, covenant, agreement and duty of the Mortgagor contained herein, and to the extent of the full amount of the Debt secured hereby and of the costs and expenses (including reasonable attorney's fees) incurred by the Mortgagee in the collection of any award or payment, the Mortgagor hereby assigns to the Mortgagee any and all awards or payments, including all interest thereon, together with the right to receive the same, that may be made to the Mortgagor with respect to the Property as a result of (a) the exercise of the right of eminent domain, (b) the alteration of the grade or of any street or (c) any other injury to or decrease in value of the Property. All such damages, condemnation proceeds and consideration shall be paid directly to the Mortgagee, and after first applying said sums to the payment of all costs and expenses (including reasonable attorneys' fees) incurred by the Mortgagee in obtaining such sums, the Mortgagee shall remit the remainder to the Mortgagor if needed for restoration of or repairs to the Property, in accordance with the Mortgagee's standard construction loan procedures, so long as (i) an Event of Default does not exist under this Mortgage or any other Loan Document, (ii) a default does not exist under the Brookwood Lease, and (iii) the Mortgagor furnishes to the Mortgagee evidence reasonably satisfactory to the Mortgagee that the Property can be repaired and restored no later than three (3) months prior to the maturity date of the Note. In the event the Mortgagor is unable to satisfy any of the foregoing conditions, the Mortgagee may, at its option, apply the balance on the Debt in any order and

amount and whether or not then due, or hold such balance as a cash collateral reserve against the Debt, or release the balance to the Mortgagor. No such application, holding in reserve or release shall cure or waive any default of the Mortgagor.

14. Covenant Against Waste. The Mortgagor agrees to take good care of the Real Estate and all Improvements and Personal Property and not to commit or permit any waste thereon, and at all times to maintain such Improvements and Personal Property in as good condition as they now are, reasonable wear and tear excepted. Mortgagee acknowledges and agrees that Brookwood's maintenance of the Improvements and Personal Property in accordance with the Brookwood Lease during the term of the Brookwood Lease shall satisfy this paragraph 14.

15. Hazardous Substances.

(a) Except for hazardous materials and substances and the use thereof required to construct and to operate and maintain the Improvements and used, stored and disposed of in accordance with all applicable laws, the Mortgagor shall not make, store, use, treat, release or dispose of any hazardous substances, pollutants or other contaminants ("Prohibited Substances") on or under the Real Estate. If any such Prohibited Substances are nonetheless made, stored, used, treated, released, disposed of or found to exist on or under the Real Estate, the Mortgagor shall give prompt written notice to the Mortgagee of such occurrence or existence. If the Mortgagor fails to keep the Real Estate or Improvements free of such Prohibited Substances, the Mortgagee may, but shall not be obligated to, do or cause to be done such acts as are necessary or desirable in the Mortgagee's opinion to remove and dispose of such Prohibited Substances. All amounts spent by the Mortgagee for the removal and disposal of such Prohibited Substances and the return of the Real Estate and Improvements to a condition free of Prohibited Substances shall become a debt due by the Mortgagor to the Mortgagee and at once payable, without demand or notice, and shall become a part of the Debt secured by this mortgage, to bear interest as provided in the Note from the date of payment by the Mortgagee until paid by the Mortgagor.

(b) Except as disclosed in that certain Phase I Environmental Site Assessment Report, dated December 5, 2014 and prepared by BHATE Geosciences Corporation, Project Number 114270, the Mortgagor hereby warrants that (i) there are no civil, criminal or administrative environmental proceedings involving the Real Estate that are pending or to the Mortgagor's knowledge threatened; (ii) the Mortgagor knows of no facts or circumstances that might give rise to such a proceeding in the future; (iii) the Real Estate is in compliance with all applicable federal, state and local statutory and regulatory environmental requirements; and (iv) the Real Estate is free from any and all "hazardous substances," "pollutants" and other "contaminants," as those terms are defined in the federal Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA") and rules and regulations thereunder. The Mortgagor shall give prompt written notice to the Mortgagee of any actual or threatened "release" (as defined in CERCLA and rules and regulations thereunder) of such substances on or from the Real Estate or any portion thereof at any time during or preceding the Mortgagor's ownership of the Real Estate. The Mortgagor shall indemnify and hold the Mortgagee harmless from and against all loss, damages, fines, penalties, liability and expenses (including but

not limited to reasonable attorneys' fees and costs of investigation and litigation) caused by or in any manner resulting from such substances on or under the Real Estate or any portion thereof at any time during or preceding the Mortgagor's ownership of the Real Estate. The indemnity provisions of this paragraph 9 shall survive the satisfaction of this mortgage and shall continue in full force and effect notwithstanding the payment of the Debt in full; provided, however such indemnity shall terminate and be of no further force or effect upon payment of the Debt in full and delivery of a Phase I Environmental Site Assessment Report addressed to the Mortgagee showing no violations of applicable environmental laws or recognized environmental conditions, which shall be reasonably acceptable to the Mortgagee.

16. Covenants Related to Rents and Leases. The Mortgagor covenants and agrees that the Mortgagor shall:

(a) observe, perform and discharge all obligations, covenants and warranties provided for under the terms of the Leases to be kept, observed and performed by the Mortgagor, and shall give prompt notice to the Mortgagee in the event the Mortgagor fails to observe, perform and discharge the same;

(b) enforce or secure in the name of the Mortgagee the performance of each and every obligation, term, covenant, condition and agreement to be performed by any lessee under the terms of the Leases;

(c) appear in and defend any action or proceeding arising under, occurring out of, or in any manner connected with the Leases or the obligations, duties or liabilities of the Mortgagor and any lessee thereunder, and, upon request by the Mortgagee to do so in the name and on behalf of the Mortgagee but at the expense of the Mortgagor, and to pay all costs and expenses of the Mortgagee, including reasonable attorneys' fees, in any action or proceeding in which the Mortgagee may appear;

(d) not receive or collect any Rents from any present or future lessee of the Real Estate or any of the Improvements, or any part thereof, for a period of more than one month in advance, or pledge, transfer, mortgage or otherwise encumber or assign future payments of the Rents;

(e) not waive, excuse, condone, discount, set off, compromise, or in any manner release or discharge any lessee of the Real Estate or any of the Improvements of and from any obligations, covenants, conditions and agreements by said lessee to be kept, observed and performed, including the obligation to pay rent in the manner and at the place and time specified in any Lease; and

(f) other than the Brookwood Lease, not lease any portion of the Property except in accordance with the Loan Agreement.

17. Covenant Against Sale, Lease or Transfer, etc. Notwithstanding any other provision of this mortgage or the Note, except for paragraphs 4(e) and 4(f), if the Mortgagor's leasehold interest in the Real Estate or the Improvements, or any part thereof, or any interest therein, is assigned, sublet (except in accordance with paragraph 16), sold, conveyed, or

transferred, without the Mortgagee's prior written consent, or if the Real Estate or the Improvements, or any part thereof, or any interest therein, becomes subject to any additional lien, mortgage or other encumbrance, either voluntarily or involuntarily, without the Mortgagee's prior written consent, the Mortgagee may, at its sole option: (a) declare the Debt immediately due and payable in full; or (b) require the payment, after the date of such sale, lease, conveyance or transfer, of a higher rate of interest on the unpaid principal portion of the Debt as a condition to not exercising such option to accelerate the Debt, whether such rights be exercised by the Mortgagee to obtain a higher rate of interest on the Debt or to protect the security of this mortgage.

18. Defeasance. This mortgage is made upon the condition that if the Mortgagor pays the Debt, and reimburses the Mortgagee for any amounts the Mortgagee has paid in respect of Liens or insurance premiums, and interest thereon, and fulfills all of its other obligations under this mortgage, this conveyance shall be null and void.

19. Events of Default. It shall be an "Event of Default" hereunder if any event of default occurs under this mortgage, the Note, the Loan Agreement or any of the other Loan Documents after the expiration of any applicable notice and cure period.

20. Rights and Remedies of Mortgagee upon Default.

(a) Acceleration of Debt. Upon the occurrence of an Event of Default or at any time thereafter, the Mortgagee may at its option and without demand or notice to the Mortgagor, declare all or any part of the Debt immediately due and payable, whereupon all such Debt shall forthwith become due and payable, without presentment, demand, protest or further notice of any kind, all of which are hereby expressly waived by the Mortgagor, and the Mortgagee may immediately enforce payment of all such amounts and may exercise any or all of its rights and remedies under this mortgage, the Note, any of the other Security Documents and applicable law. The Mortgagor also waives any and all rights the Mortgagor may have to a hearing before any judicial authority prior to the exercise by the Mortgagee of any of its rights under this mortgage, the Note, any of the other Security Documents and applicable law.

(b) Access to Property; Operation of Property by Mortgagee. Upon the occurrence of an Event of Default or at any time thereafter, in addition to all other rights herein conferred on the Mortgagee, the Mortgagee (or any person, firm or corporation designated by the Mortgagee) may, but will not be obligated to, enter upon, and without taking possession thereof, inspect or cause to be inspected, the Property, including testing for hazardous substances, and/or to take possession of any or all of the Property, exclude the Mortgagor therefrom, and hold, use, administer, manage and operate the same to the extent that the Mortgagor could do so, without any liability to the Mortgagor resulting therefrom; and the Mortgagee may collect, receive and receipt for all proceeds accruing from such operation and management, make repairs and purchase needed additional property, and exercise every power, right and privilege of the Mortgagor with respect to the Property.

(c) Judicial Proceedings; Right to Receiver. Upon the occurrence of an Event of Default or at any time thereafter, the Mortgagee, in lieu of, or in addition to, exercising

the power of sale hereinafter given, may proceed by suit to foreclose its lien on, security interest in, and assignment of, the Property, to sue the Mortgagor for damages on account of or arising out of said default or breach, or for specific performance of any provision contained herein, or to enforce any other appropriate legal or equitable right or remedy. The Mortgagee shall be entitled, as a matter of right, upon bill filed or other proper legal proceedings being commenced for the foreclosure of this mortgage, to the appointment by any competent court or tribunal, without notice to the Mortgagor or any other party, of a receiver of the rents, issues and profits of the Property, with power to lease and control the Property and with such other powers as may be deemed necessary.

(d) Foreclosure Sale. Upon the occurrence of an Event of Default, or at any time thereafter, this mortgage shall be subject to foreclosure and may be foreclosed as now provided by law in case of past due mortgages, and the Mortgagee shall be authorized, at its option, whether or not possession of the Property is taken, after giving twenty-one days notice by publication once a week for three consecutive weeks of the time, place and terms of each such sale by publication in some newspaper of general circulation published in the county wherein the Property or any part thereof is located, to sell the Property (or such part or parts thereof as the Mortgagee may from time to time elect to sell) in front of such county's courthouse door, at public outcry, during the legal hours of sale, to the highest bidder for cash. The Mortgagee, its successors and assigns, may bid at any sale or sales had under the terms of this mortgage and may purchase the Property, or any part thereof, if the highest bidder therefor. The purchaser at any such sale or sales shall be under no obligation to see to the proper application of the purchase money. At any foreclosure sale, any part or all of the Property, real, personal or mixed, may be offered for sale in parcels or en masse for one total price, the proceeds of any such sale en masse to be accounted for in one account without distinction between the items included therein or without assigning to them any proportion of such proceeds, the Mortgagor hereby waiving the application of any doctrine of marshalling or like proceeding. In case the Mortgagee, in the exercise of the power of sale herein given, elects to sell the Property in parts or parcels, sales thereof may be held from time to time, and the power of sale granted herein shall not be fully exercised until all of the Property not previously sold shall have been sold or all the Debt secured hereby shall have been paid in full.

(e) Personal Property and Fixtures. Upon the occurrence of an Event of Default or at any time thereafter, the Mortgagee shall have and may exercise with respect to the Personal Property and fixtures included in the Property (the "Collateral") all rights, remedies and powers of a secured party under the Alabama Uniform Commercial Code with reference to the Collateral or any other items in which a security interest has been granted herein, including, without limitation, the right and power to sell at public or private sale or sales or otherwise dispose of, lease or utilize the Collateral and any part or parts thereof in any manner to the fullest extent authorized or permitted under the Alabama Uniform Commercial Code after default hereunder, without regard to preservation of the Collateral or its value and without the necessity of a court order. The Mortgagee shall have, among other rights, the right to take possession of the Collateral and to enter upon any premises where the same may be situated for the purpose of repossessing the same without being guilty of trespass and without liability for damages occasioned thereby and to take any action deemed appropriate or desirable by the

Mortgagee; at its option and its sole discretion, to repair, restore or otherwise prepare the Collateral for sale, lease or other use or disposition. At the Mortgagee's request, the Mortgagor shall assemble the Collateral and make the Collateral available to the Mortgagee at any place designated by the Mortgagee. To the extent permitted by law, the Mortgagor expressly waives any notice of sale or any other disposition of the Collateral and any rights or remedies of the Mortgagee with respect to, and the formalities prescribed by law relative to, the sale or disposition of the Collateral or to the exercise of any other right or remedy of the Mortgagee existing after default. To the extent that such notice is required and cannot be waived, the Mortgagor agrees that if such notice is given to the Mortgagor in accordance with the provisions of paragraph 33 below, at least five days before the time of the sale or other disposition, such notice shall be deemed reasonable and shall fully satisfy any requirement for giving said notice.

The Mortgagor agrees that the Mortgagee may proceed to sell or dispose of both the real and personal property comprising the Property in accordance with the rights and remedies granted under this mortgage with respect to the real property covered hereby. The Mortgagor hereby grants the Mortgagee the right, at its option after default hereunder, to transfer at any time to itself or its nominee the Collateral or any part thereof and to receive the monies, income, proceeds and benefits attributable to the same and to hold the same as Collateral or to apply it on the Debt in such order and amounts and manner as the Mortgagee may elect. The Mortgagor covenants and agrees that all recitals in any instrument transferring, assigning, leasing or making other disposition of the Collateral or any part thereof shall be full proof of the matters stated therein and no other proof shall be required to establish the legal propriety of the sale or other action taken by the Mortgagee and that all prerequisites of sale shall be presumed conclusively to have been performed or to have occurred.

(f) Rents and Leases. Upon the occurrence of an Event of Default or at any time thereafter:

(i) The Mortgagee, at its option, shall have the right, power and authority to exercise and enforce any or all of the following rights and remedies with respect to Rents and Leases:

(A) to terminate automatically, without the necessity of taking any action, the license granted to the Mortgagor in Granting Clause C(iii) hereof to collect the Rents, and, without taking possession, in the Mortgagee's own name to demand, collect, receive, sue for, attach and levy the Rents, to give proper receipts, releases and acquittances therefor, and after deducting all necessary and reasonable costs and expenses of collection, including reasonable attorney's fees, to apply the net proceeds thereof to the Debt in such order and amounts as the Mortgagee may choose (or hold the same in a reserve as security for the Debt);

(B) without regard to the adequacy of the security, with or without any action or proceeding, through any person or by agent, or by a receiver to be appointed by court, to enter upon, take possession of, manage and operate the Property or any part thereof for the account of the

Mortgagor, make, modify, enforce, cancel or accept surrender of any Lease, remove and evict any lessee or sublessee, increase or reduce rents, decorate, clean and make repairs, and otherwise do any act or incur any cost or expenses the Mortgagee shall deem proper to protect the security hereof, as fully and to the same extent as the Mortgagor could do if in possession, and in such event to apply any funds so collected to the operation and management of the Property (including payment of reasonable management, brokerage and attorney's fees) and payment of the Debt in such order and amounts as the Mortgagee may choose (or hold the same in reserve as security for the Debt); and

(C) to take whatever legal proceedings may appear necessary or desirable to enforce any obligation or covenant or agreement of the Mortgagor under this mortgage.

(ii) The collection of the Rents and application thereof (or holding thereof in reserve) as aforesaid or the entry upon and taking possession of the Property or both shall not cure or waive any default or waive, modify or affect any notice of default under this mortgage, or invalidate any act done pursuant to such notice, and the enforcement of such right or remedy by the Mortgagee, once exercised, shall continue for so long as the Mortgagee shall elect, notwithstanding that the collection and application aforesaid of the Rents may have cured the original default. If the Mortgagee shall thereafter elect to discontinue the exercise of any such right or remedy, the same or any other right or remedy hereunder may be reasserted at any time and from time to time following any subsequent default.

(g) Application of Proceeds. All payments received by the Mortgagee as proceeds of the Property, or any part thereof, as well as any and all amounts realized by the Mortgagee in connection with the enforcement of any right or remedy under or with respect to this mortgage, shall be applied by the Mortgagee as follows: (i) to the payment of all necessary expenses incident to the execution of any foreclosure sale or sales or other remedies under this mortgage, including reasonable attorneys' fees as provided herein and in the Note, the Loan Agreement and the other Security Documents, (ii) to the payment in full of any of the unpaid Debt (including without limitation principal, accrued interest and all other sums secured hereby) and to the payment of reasonable attorneys' fees as provided herein and in the Note, and (iii) the remainder, if any, shall be paid to the Mortgagor or such other person or persons as may be entitled thereto by law, after deducting therefrom the cost of ascertaining their identity.

(h) Multiple Sales. Upon the occurrence of an Event of Default or at any time thereafter, the Mortgagee shall have the option to proceed with foreclosure, either through the courts or by proceeding with foreclosure as provided for in this mortgage, but without declaring the whole Debt due. Any such sale may be made subject to the unmatured part of the Debt secured by this mortgage, and such sale, if so made, shall not in any manner affect the unmatured part of the Debt secured by this mortgage, but as to such unmatured part of the Debt this mortgage shall remain in full force and effect as though no sale had been made under the provisions of this paragraph. Several sales may be made under the provisions of this paragraph without exhausting the right of sale for

any remaining part of the Debt whether then matured or unmatured, the purpose hereof being to provide for a foreclosure and sale of the Property for any matured part of the Debt without exhausting any power of foreclosure and the power to sell the Property for any other part of the Debt, whether matured at the time or subsequently maturing.

(i) Waiver of Appraisement Laws. The Mortgagor waives, to the fullest extent permitted by law, the benefit of all laws now existing or hereafter enacted providing for (i) any appraisement before sale of any portion of the Property (commonly known as appraisement laws), or (ii) any extension of time for the enforcement of the collection of the Debt or any creation or extension of a period of redemption from any sale made in collecting the Debt (commonly known as stay laws and redemption laws).

(j) Prerequisites of Sales. In case of any sale of the Property as authorized by this paragraph 20, all prerequisites to the sale shall be presumed to have been performed, and in any conveyance given hereunder all statements of facts, or other recitals therein made, as to the nonpayment of any of the Debt or as to the advertisement of sale, or the time, place and manner of sale, or as to any other fact or thing, shall be taken in all courts of law or equity as prima facie evidence that the facts so stated or recited are true.

21. Collection Costs. The Mortgagor agrees to pay all costs, including reasonable attorneys' fees, incurred by the Mortgagee in collecting or securing, or attempting to collect or secure, the Debt, or any part thereof, or in defending or attempting to defend the priority of this mortgage against any Lien on the Property, unless this mortgage is herein expressly made subject to any such Lien; and/or all costs incurred in the foreclosure of this mortgage, either under the power of sale contained herein, or by virtue of the decree of any court of competent jurisdiction. The full amount of such costs incurred by the Mortgagee shall be a part of the Debt and shall be secured by this mortgage.

22. No Obligations with Respect to Leases. Prior to becoming owner of Mortgagor's leasehold interest in the Property or a mortgagee-in-possession, the Mortgagee shall not by virtue of this mortgage or otherwise assume any duties, responsibilities, liabilities or obligations with respect to Leases, the Improvements, the Personal Property, the Real Estate or any of the other Property (unless expressly assumed by the Mortgagee under a separate agreement in writing), and this mortgage shall not be deemed to confer on the Mortgagee any duties or obligations that would make the Mortgagee directly or derivatively liable for any person's negligent, reckless or willful conduct. The Mortgagor agrees to defend, indemnify and save harmless the Mortgagee from and against any and all claims, causes of action and judgments relating to the Mortgagor's performance of its duties, responsibilities and obligations under Leases and with respect to the Real Estate, the Improvements, the Personal Property, or any of the other Property; provided, however, the Mortgagor shall not indemnify the Mortgagee against matters caused by the Mortgagee's own gross negligence or willful misconduct.

23. Construction of Mortgage. This mortgage is and may be construed as a mortgage, deed of trust, chattel mortgage, conveyance, assignment, security agreement, pledge, financing statement, hypothecation or contract, or any one or more of them, in order fully to effectuate the lien hereof and the assignment and security interest created hereby and the purposes and agreements herein set forth.

24. Successors and Assigns. All covenants and agreements herein made by the undersigned shall bind the undersigned and the heirs, personal representatives, successors and assigns of the undersigned; and every option, right and privilege herein reserved or secured to the Mortgagee shall inure to the benefit of the Mortgagee's successors and assigns.

25. Waiver and Election. The exercise by the Mortgagee of any option given under the terms of this mortgage shall not be considered as a waiver of the right to exercise any other option given herein, and the filing of a suit to foreclose the lien, security interest and assignment granted by this mortgage, either on any matured portion of the Debt or for the whole of the Debt, shall not be considered an election so as to preclude foreclosure under power of sale after a dismissal of the suit; nor shall the publication of notices for foreclosure preclude the prosecution of a later suit thereon. No failure or delay on the part of the Mortgagee in exercising any right, power or remedy under this mortgage shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy hereunder or thereunder. The remedies provided in this mortgage and in the other Security Documents are cumulative and not exclusive of any remedies provided by law. No amendment, modification, termination or waiver of any provisions of this mortgage or any of the Security Documents, nor consent to any departure by the Mortgagor therefrom, shall be effective unless the same shall be in writing and signed by an executive officer of the Mortgagee, and then such waiver or consent shall be effective only in this specific instance and for the specific purpose for which given. No notice to, or demand on, the Mortgagor in any case shall entitle the Mortgagor to any other or further notice or demand in similar or other circumstances.

26. Intentionally Omitted.

27. Enforceability. If any provision of this mortgage is now or at any time hereafter becomes invalid or unenforceable, the other provisions hereof shall remain in full force and effect, and the remaining provisions hereof shall be construed in favor of the Mortgagee to effectuate the provisions hereof.

28. Application of Payments. If the lien, assignment or security interest created by this mortgage is invalid or unenforceable as to any part of the Debt or is invalid or unenforceable as to any part of the Property, the unsecured or partially secured portion of the Debt shall be completely paid prior to the payment of the remaining and secured or partially secured portion of the Debt, and all payments made on the Debt, whether voluntary or under foreclosure or other enforcement action or procedures, shall be considered to have been first paid on, and applied to, the full payment of that portion of the Debt which is not secured or not fully secured by said lien, assignment or security interest created hereby.

29. Meaning of Particular Terms. Whenever used, the singular number shall include the plural and the plural the singular, and pronouns of one gender shall include all genders; and the words "Mortgagor" and "Mortgagee" shall include their respective successors and assigns. Plural or singular words used herein to designate the undersigned shall be construed to refer to the maker or makers of this instrument, whether one or more natural persons, corporations, associations, partnerships, limited liability companies or other entities.


30. Advances by the Mortgagee. If the Mortgagor shall fail to comply with the provisions hereof with respect to the securing of insurance, the payment of Liens, the keeping of the Property in repair, the performance of the Mortgagor's obligations under any Lease, the payment of any prior mortgages, or the performance of any other term or covenant herein contained, the Mortgagee may (but shall not be required to) make advances to perform the same, and where necessary enter the Property for the purpose of performing any such term or covenant. The Mortgagor agrees to repay all such sums advanced upon demand, with interest from the date such advances are made, at the rate provided for in the Note, or the highest rate permitted by law, whichever shall be less, and all sums so advanced with interest shall be a part of the Debt and shall be secured hereby. The making of any such advances shall not be construed as a waiver by the Mortgagee of any Event of Default resulting from the Mortgagor's failure to pay the amounts paid.

31. Release or Extension by the Mortgagee. The Mortgagee, without notice to the Mortgagor and without in any way affecting the rights of the Mortgagee hereunder as to any part of the Property not expressly released, may release any part of the Property or any person liable for any of the Debt and may agree with any party with an interest in the Property to extend the time for payment of all or any part of the Debt or to waive the prompt and full performance of any term, condition or covenant of the Note, any of the Security Documents, this mortgage or any other instrument evidencing or securing the Debt.

32. Partial Payments. Acceptance by the Mortgagee of any payment of less than the full amount due on the Debt shall be deemed acceptance on account only, and the failure of the Mortgagor to pay the entire amount then due shall be and continue to constitute an Event of Default, and at any time thereafter and until the entire amount due on the Debt has been paid, the Mortgagee shall be entitled to exercise all rights conferred on it by the terms of this mortgage in case of the occurrence of an Event of Default.

33. Addresses for Notices. All notices, requests, demands and other communications provided for hereunder shall be delivered in accordance with the terms of Section 7.01 of the Loan Agreement at the address indicated on the first page of this mortgage or at such other address as shall be designated by either party in a written notice to the other party hereto.

34. Titles. All section, paragraph, subparagraph or other titles contained in this mortgage are for reference purposes only, and this mortgage shall be construed without reference to said titles.


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Shelby Cnty Judge of Probate, AL
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IN WITNESS WHEREOF, the undersigned has caused this mortgage to be executed by its duly authorized representative as of the date first written above.

CGP Medvest BW, LLC

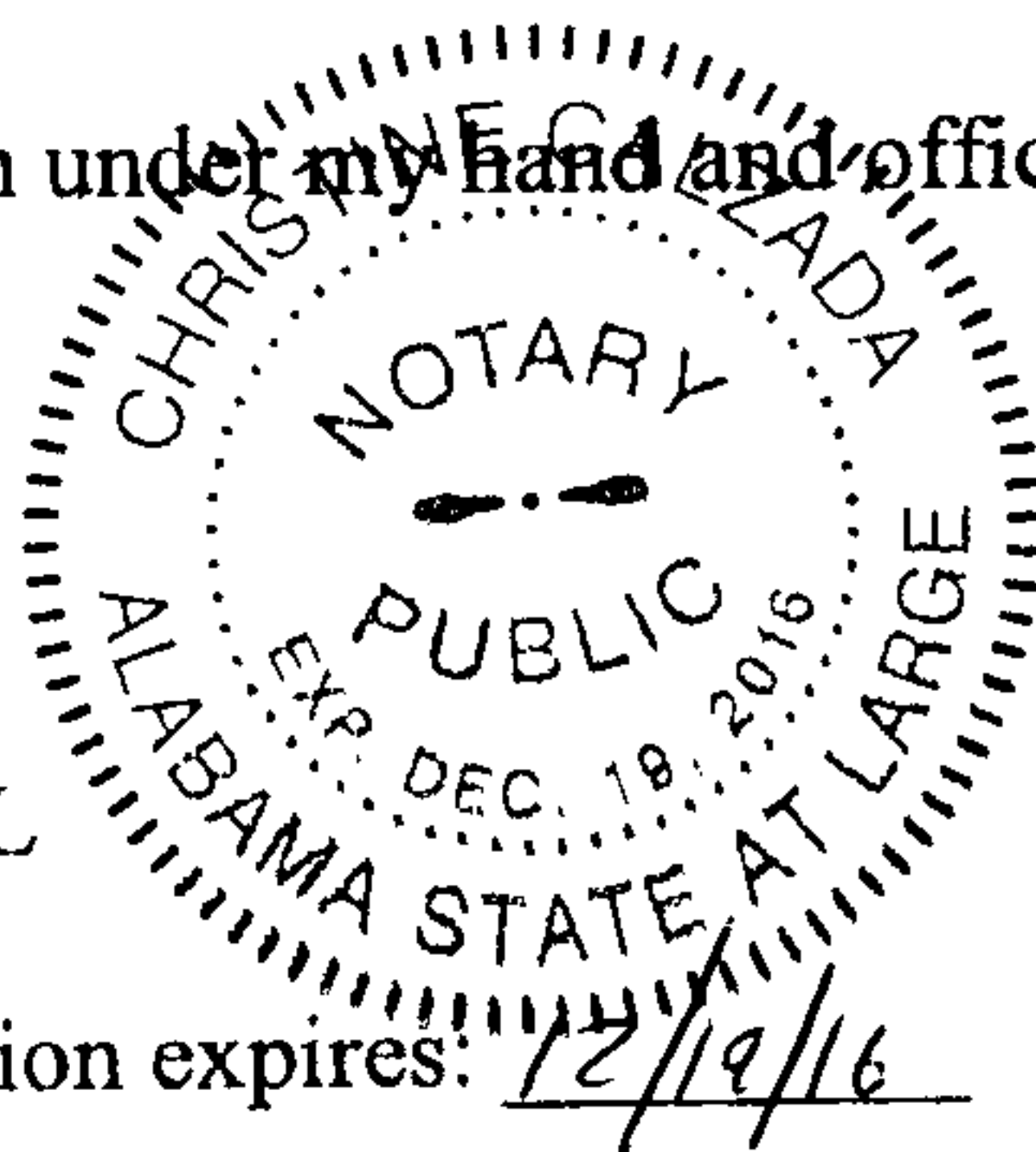
By: David Fowler
Name: David Fowler
Title: Authorized Agent

STATE OF ALABAMA)

Jefferson COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that David Fowler, whose name as Authorized Agent of CGP Medvest BW, 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 said instrument, he, as such Authorized Agent and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal this the 30th day of January, 2015.



Christine G. Leada
Notary Public

AFFIX SEAL

My commission expires: 12/19/16



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EXHIBIT A
TO
MORTGAGE, SECURITY AGREEMENT
AND ASSIGNMENT OF RENTS AND LEASES

[Legal Description]

Lot 1, EBSCO's FED Addition to Hoover, as recorded in Map Book 44, Page 108, in the Office of the Judge of Probate of Shelby County, Alabama.




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EXHIBIT B
TO
MORTGAGE, SECURITY AGREEMENT
AND ASSIGNMENT OF RENTS AND LEASES

[Permitted Exceptions]

1. The lien of ad valorem taxes for the year 2015, and subsequent years, a lien but not yet due and payable.
2. Any non-blanket utility easement granted in the ordinary course of construction of the Improvements.
3. Transmission Line Permit to Alabama Power Company as set out in an instrument recorded in Deed Book 109, Page 499 in the Office of the Judge of Probate of Shelby County, Alabama.
4. Covenant and Agreement for Water and Sewer Service as recorded in Real Volume 235, Page 649 in the Office of the Judge of Probate of Shelby County, Alabama.
5. Set back lines as shown on survey of Michael R. Bridges dated February 12, 2015.
6. Restrictive Use and Reciprocal Easement Agreement between EBSCO Industries, Inc. and Borrower recorded in the Office of the Judge of Probate of Shelby County, Alabama contemporaneously herewith.
7. The Brookwood Lease.


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