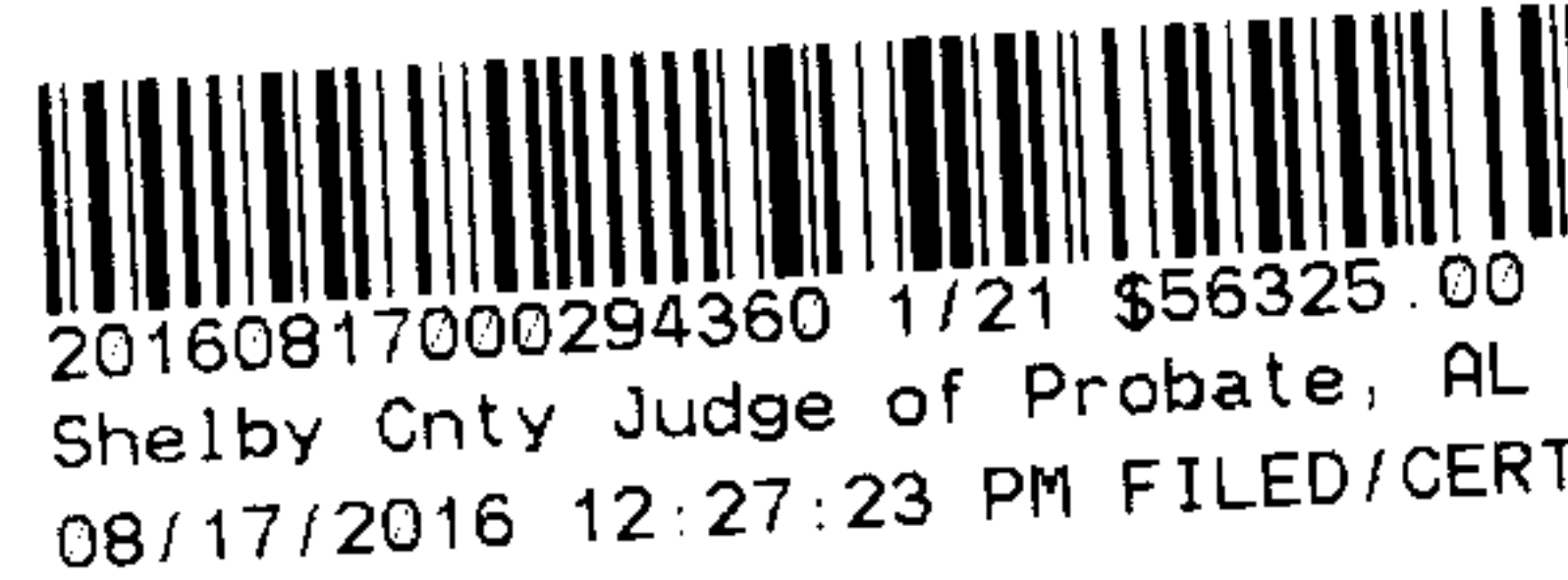


INVERNESS CORNERS = 28,500,000.—
INVERNESS PLAZA 9,000,000.—

DRAWN BY AND MAIL TO:

Parker Poe Adams & Bernstein, LLP
Three Wells Fargo Center
401 N. Tryon Street, Suite 3000
Charlotte, NC 28202
Attn: William F. Potts, Jr., Esq.



THIS SPACE ABOVE FOR RECORDER'S USE

**MORTGAGE, ASSIGNMENT OF LEASES AND RENTS,
SECURITY AGREEMENT AND FIXTURE FILING**

DATED AS OF

AUGUST 16, 2016

FROM

BRANCH INVERNESS ASSOCIATES, LP,
a Delaware limited partnership ("Mortgagor"),

TO

CITIZENS BANK, NATIONAL ASSOCIATION,
a national banking association ("Mortgagee")

This Mortgage constitutes a financing statement filed as a fixture filing under the Alabama Uniform Commercial Code, as amended or recodified from time to time, covering any Property which now is or later may become a fixture attached to the Premises or any building located thereon.

**MORTGAGE, ASSIGNMENT OF LEASES AND RENTS,
SECURITY AGREEMENT AND FIXTURE FILING**

THIS MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING (this "Mortgage") dated as of August 16, 2016, is given by **BRANCH INVERNESS ASSOCIATES, LP**, a Delaware limited partnership, as mortgagor ("Mortgagor") to **CITIZENS BANK, NATIONAL BANK**, a national banking association, as mortgagee ("Mortgagee"). The respective addresses of the Mortgagor and Mortgagee are set forth in Section 16 below.

In consideration of the Indebtedness herein recited, and in further consideration of the premises and for the purposes herein recited, and to secure the payment, performance and observance by Mortgagor of the Indebtedness (defined below), Mortgagor hereby irrevocably and unconditionally grants, conveys, bargains, sells, transfers, assigns and sets over to Mortgagee, and its successors and assigns, with power of sale and with mortgage covenants and right of entry and possession, all of Mortgagor's estate, right, title and interest in the following described land, real property interests, buildings, improvements, fixtures and other personal property (herein collectively called the "Property"):

(a) All of the land located in the City of Birmingham, Shelby County, Alabama, and more particularly described on Exhibit A attached hereto and made a part hereof (the "Premises");

(b) All the improvements now or hereafter erected on the Premises (the "Improvements"), and all easements, rights of way, appurtenances, uses, servitudes, licenses, tenements, hereditaments, royalties, mineral, oil and gas rights and profits, waters, water rights, and water stock, and any and all fixtures, goods, chattels, equipment and articles of personal property of every kind and character, including any replacements, additions, substitutions therefore, now or at any time in the future owned by Mortgagor and affixed to or placed upon or used in connection with the occupancy, enjoyment and operation of the Premises all of which are hereby declared and shall be deemed to be a portion of the security for the Indebtedness herein described and to be subject to the lien of this Mortgage, including but not limiting the generality of the foregoing, all heating, lighting, incinerating, power and solar energy equipment, engines, pipes, pumps, tanks, motors, conduits, switchboards, plumbing, lifting, cleaning, fire prevention, fire extinguishing, refrigeration, ventilating, and communications apparatus, air cooling and air-conditioning apparatus, elevators, escalators, wall-to-wall carpeting, shades, awnings, screens, storm doors and windows, attached cabinets, partitions, ducts and compressors, and such other goods, chattels, and equipment as are adapted to the complete and comfortable use, enjoyment and occupancy of the Property (hereinafter defined), excluding any of the aforesaid which is owned by any tenant of any individual space leased to such tenant and which according to the terms of any applicable lease may be removed by such tenants at the expiration or termination of said lease;

(c) All existing and future appurtenances, privileges, easements, franchises and tenements of the Premises, including all minerals, oil, gas, other hydrocarbons and associated substances, sulphur, nitrogen, carbon dioxide, helium and other commercially valuable substances which may be in, under or produced from any part of the Premises, all development rights and credits, air rights, water, water rights (whether riparian, appropriative or otherwise, and whether or not appurtenant) and water stock relating to the Property, and any portion of the Premises lying

in the streets, roads or avenues, open or proposed, in front of or adjoining the Premises and Improvements;

(d) All existing and future leases, subleases, subtenancies, licenses, occupancy agreements and concessions ("Leases") relating to the use and enjoyment of all or any part of the Premises and Improvements, and any and all guaranties made in connection with any of such Leases;

(e) All goods, materials, supplies, chattels, furniture, fixtures, equipment and machinery now or later owned by Mortgagor and attached to, placed in or on, or used in connection with the use, enjoyment, occupancy or operation of all or any part of the Premises and Improvements, whether stored on the Premises or elsewhere, including all pumping plants, engines, pipes, ditches and flumes, and also all gas, electric, cooking, heating, cooling, air conditioning, lighting, refrigeration and plumbing fixtures and equipment, all of which shall be considered to the fullest extent of the law to be real property for purposes of this Mortgage; and to the extent assignable without the consent of any third party, any manufacturer's warranties with respect thereto;

(f) All building materials, equipment, work in process or other personal property of Mortgagor of any kind, whether stored on the Premises or elsewhere, which have been or later will be acquired for the purpose of being delivered to, incorporated into or installed in or about the Premises or Improvements;

(g) Each to the extent assignable without the consent of a third party and subject to Section 8 of the Loan Agreement, all rights to the payment of money, accounts, accounts receivable, reserves, deferred payments, refunds, cost savings, payments and deposits, whether now or later to be received from third parties (including all earnest money sales deposits) or deposited by Mortgagor with third parties (including all utility deposits), contract rights, development and use rights, governmental permits and licenses, applications, architectural and engineering plans, specifications and drawings, as-built drawings, chattel paper, instruments, documents, notes, drafts and letters of credit, which arise from or relate to construction on the Premises or to any business now or later to be conducted on it, or to the Premises and Improvements generally; and any builder's or manufacturer's warranties with respect thereto;

(h) All operating, security deposit, reserve, escrow and lockbox accounts maintained by Mortgagor with Mortgagee with respect to the Property, including, without limitation, all accounts established or maintained pursuant to the Loan Agreement or any other Loan Document, together with all deposits or wire transfers made to such accounts, and all cash, checks, drafts, certificates, securities, investment property, financial assets, instruments and other property held therein from time to time, and all proceeds, products, distributions, dividends and/or substitutions thereon and thereof;

(i) All insurance policies pertaining to the Property and all proceeds, including all claims to and demands for them, of the voluntary or involuntary conversion of any of the Premises, Improvements or the other property described above into cash or liquidated claims, including proceeds of all present and future fire, hazard or casualty insurance policies and all condemnation awards or payments now or later to be made by decree by any public body or any court of competent jurisdiction for any taking or in connection with any condemnation or eminent

domain proceeding, and all causes of action and their proceeds for any damage or injury to the Property or the other property described above or any part of them, or breach of warranty in connection with the construction of the Improvements, including causes of action arising in tort, contract, fraud or concealment of a material fact;

(j) All books and records pertaining to any and all of the Property, including computer-readable memory and any computer hardware or software necessary to access and process such memory;

(k) All proceeds of, additions and accretions to, substitutions and replacements for, and changes in any of the Property;

(l) All "Equipment" as that term is defined in the Alabama Uniform Commercial Code ("Code");

(m) All "Goods" as that term is defined in the Code; and

(n) All "Accounts" as that term is defined in the Code.

TO HAVE AND HOLD the Property unto Mortgagee and Mortgagee's successors and assigns, in fee simple forever, to secure the Obligations of Mortgagor under the Note (defined below), the Loan Agreement (defined below) and the other Loan Documents (as defined in the Loan Agreement) and all Indebtedness secured hereby; that should the Indebtedness secured hereby be paid according to the tenor and effect thereof when the same shall be due and payable and should the Mortgagor timely and fully discharge its obligations hereunder, then this Mortgage shall be satisfied and discharged in accordance with Section 23 and provisions of applicable Law.

Mortgagor hereby grants to Mortgagee, as secured party, a security interest in all of the property described in paragraphs (b) through (n) above which constitutes personal property or fixtures in which a security interest can be granted and all proceeds and products thereof, and all supporting obligations ancillary to or arising in any way in connection therewith (herein sometimes collectively called the "Collateral") to secure the Indebtedness. In addition to its right hereunder or otherwise, Mortgagee shall have all of the rights of a secured party under the Code, or under the Uniform Commercial Code in force in any other state to the extent the same is applicable law.

TO SECURE TO Mortgagee the following obligations (the "Indebtedness"):

(a) payment of the loan (the "Loan") from Mortgagee to Mortgagor evidenced by a Promissory Note in the principal amount of Thirty-Seven Million Five Hundred Thousand and No/100 Dollars (\$37,500,000.00), dated as of the date hereof made by Mortgagor to Mortgagee (such promissory note, together with all extensions, renewals, replacements, restatements or modifications thereof, being hereinafter collectively referred to as the "Note"), and all principal, interest, breakage fees, prepayment fees, if any, and other charges, Late Charges (as defined in the Loan Agreement), loan fees, extension fees, and all other obligations of Mortgagor to Mortgagee arising under or evidenced by (i) the Note, (ii) that certain Loan Agreement of even date herewith between Mortgagor and Mortgagee (as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time, the "Loan Agreement"), and (iii) the other Loan Documents (as defined in the Loan Agreement), which Note, Loan Agreement

and other Loan Documents and any and all modifications, extensions, renewals and replacements thereof are by this reference hereby made a part hereof, each in accordance with the terms of the Loan Agreement;

(b) payment of all sums advanced by Mortgagee to protect the Property pursuant to the terms of the Loan Agreement, and, if not timely paid in the required time frames, with interest thereon from the date of the advance at the Default Rate (as defined in the Loan Agreement);

(c) payment of all other sums, with interest thereon, which may hereafter be loaned to Mortgagor, or its successors or assigns, by Mortgagee, or its successors or assigns when evidenced by a promissory note or notes or other instrument(s) executed by Mortgagor reciting that they are secured by this Mortgage, which are executed pursuant to the terms of the Loan Agreement;

(d) performance of every obligation, covenant or agreement of Mortgagor contained herein and in the Loan Agreement and in the other Loan Documents, and all supplements, amendments and modifications thereto and all extensions and renewals thereof;

(e) performance in all material respects of every obligation, covenant and agreement of Mortgagor contained in any instrument, agreement or document now or hereafter executed by Mortgagor which evidence an obligation of Mortgagor to Mortgagee;

(f) compliance with and performance in all material respects of each and every provision of any declaration of covenants, conditions and restrictions pertaining to the Property or any portion thereof; and

(g) all obligations and liabilities of Mortgagor to Mortgagee under interest rate swap agreements, interest rate cap agreements and interest rate collar agreements, and all other agreements or arrangements with Mortgagee designed to protect Mortgagor against fluctuations in interest rates or currency exchange rates (such contracts being "Hedging Contracts" and any obligations arising thereunder being "Hedging Obligations") entered into after the recordation of this Mortgage in accordance with the terms of the Loan Agreement.

The latest scheduled final maturity date of the Loan Agreement and Note is August 16, 2021.

Notwithstanding any provision to the contrary, "Indebtedness" secured hereby shall not include obligations arising under any Hedging Contract to the extent that the grant of a lien hereunder to secure such Hedging Contract would violate the Commodity Exchange Act by virtue of the Mortgagor's failure to be an "eligible contract participant" as defined in the Commodity Exchange Act at the time such grant of such lien becomes effective with respect to such Hedging Contract. "Commodity Exchange Act" means 7 U.S.C. Section 1 *et seq.*, as amended from time to time, any successor statute, and any rules, regulations and orders applicable thereto.

All initially capitalized terms used herein without definition are as defined in the Loan Agreement.

The Mortgagor covenants, agrees and stipulates to and with Mortgagee, and its successors and assigns, as follows:

1. **TITLE TO PROPERTY.** Subject to the Permitted Exceptions (as defined in the Loan Agreement), Mortgagor represents and warrants that it is seized and possessed of the Premises (and any Improvements and fixtures) in fee and has title to any appurtenant easements and interests described above and has the right to convey and encumber the same, that title to such property is free and clear of all liens, encumbrances and claims whatsoever except for the Permitted Exceptions, and that it will warrant and defend the title to such property against the claims of all persons or parties. Mortgagor further represents and warrants that Mortgagor has title to the Collateral, free and clear of all liens, encumbrances, and claims whatsoever except for the Permitted Exceptions, that it has the right to convey and encumber the Collateral and that it will warrant and defend the Collateral against the claims of all persons or parties.

2. **PAYMENT OF PRINCIPAL AND INTEREST.** Mortgagor shall promptly pay when due the principal of and interest on the Indebtedness at a rate or rates which may vary from time to time as specified in the Note and the Loan Agreement, prepayment and Late Charges as provided in the Note and the Loan Agreement, and the principal of and interest on any advances, including future advances secured by this Mortgage which are made in accordance with the terms of the Loan Documents.

3. **TAXES AND INSURANCE.** Mortgagor will pay or cause to be paid all real estate taxes and assessments on the Property and all insurance premiums for hazard and liability insurance covering the Property as the same shall become due as required by the Loan Agreement; provided, however, that Mortgagor shall have the right to pay such real estate taxes or assessments under protest or otherwise contest any such tax or assessment pursuant to Section 7.4(b) of the Loan Agreement. Upon the occurrence and during the continuance of an Event of Default under this Mortgage or any of the Loan Documents, and to the extent Mortgagor shall have failed to do so, Mortgagee shall have the right (but not the obligation) to place and maintain insurance required to be placed and maintained by Mortgagor pursuant to the Loan Agreement and treat the amounts expended therefor as additional disbursements of Loan Proceeds (even if the total amount of disbursements would exceed the face amount of the Note). In the event of a default in the payment of such taxes or insurance that continues beyond applicable notice and cure periods then Mortgagee shall be permitted to pay the taxes and/or insurance to protect the Property and charge the same to the Mortgagor as additional Indebtedness secured by this Mortgage.

4. **APPLICATION OF PAYMENTS.** Unless an Event of Default has occurred and is continuing, and unless applicable law provides otherwise, all payments received by Mortgagee under the Loan Agreement and the Note and Sections 2 and 3 hereof shall be applied by Mortgagee in accordance with the terms of the Loan Agreement.

5. **LIENS.** Mortgagor shall not, without Mortgagee's prior written approval, directly or indirectly create or permit or suffer to be created or to remain, and, subject to Sections 7.1 and 7.2 of the Loan Agreement, will, discharge to Mortgagee's reasonable satisfaction, or promptly cause to be discharged to Mortgagee's reasonable satisfaction, any lien, encumbrance or charge (pursuant to Sections 7.1 and 7.2 of the Loan Agreement) or pledge of, or conditional sale, or other title encumbrance with respect to the Property or any part thereof, other than Permitted Exceptions.

6. **INSURANCE.** Mortgagor shall keep the Improvements now existing or hereafter erected on the Property insured in accordance with the requirements set forth in Section 7.4 of the Loan Agreement.

Subject to Section 8 of the Loan Agreement, Mortgagee is authorized and empowered to collect any proceeds from any insurance policy or policies resulting from any loss to the Property, and, at its option, to apply the proceeds as a credit on any portion of the Indebtedness, or to apply the proceeds to the restoration or repair of the Property so damaged.

Any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in Section 2 hereof or change the amount of such installments.

If under Section 20 hereof the Property is acquired by Mortgagee, all right, title and interest of Mortgagor in and to any such insurance proceeds resulting from damage to the Property prior to the sale or acquisition (to the extent of the sums secured by this Mortgage immediately prior to such sale or acquisition) shall pass to Mortgagee.

7. **PRESERVATION AND MAINTENANCE OF PROPERTY.** Subject to the terms of the Loan Agreement, Mortgagor shall keep the Property in good repair and shall not permit or commit physical waste, impairment or deterioration of the Property, including those acts or omissions characterized under the Loan Agreement as waste which arises out of Hazardous Materials. Mortgagor shall comply, in all material respects, with the provisions of any Lease covering the Property. Furthermore, subject to the terms of the Loan Agreement, Mortgagor shall restore or repair promptly and in good and workmanlike manner, and, except for Permitted Encumbrances, free of mechanics, materialman's, laborer's and like liens and claims therefor, all or any part of the Property to the substantial equivalent of its original condition, in the event of any damage, injury or loss thereto, whether or not insurance proceeds are available to cover in whole or in part the costs of restoration or repair.

8. **PROTECTION OF MORTGAGEE'S SECURITY.** If Mortgagor fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Mortgagee's interest in the Property, as determined by Mortgagee in its reasonable discretion, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Mortgagee at Mortgagee's option, upon written notice to Mortgagor, may make such appearances, disburse such sums and take such action as is reasonably necessary to protect Mortgagee's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs after reasonable advanced notice and at reasonable times during normal business hours (except in the case of emergency or upon the occurrence and during the continuance of an Event of Default) and subject to the rights of tenants under Leases. Any amounts disbursed by Mortgagee pursuant to this Section 8, with interest thereon, shall become additional Indebtedness of Mortgagor secured by this Mortgage. Unless Mortgagor and Mortgagee agree to other terms of payment, such amount shall be due and payable within ten (10) Business Days of written notice from Mortgagee to Mortgagor requesting payment thereof, and, if not paid within the aforementioned ten Business Day period, shall bear interest from the date of disbursement at the Default Rate. Nothing contained in this Section 8 shall require Mortgagee to incur any expense or do any act hereunder.

9. **INSPECTION.** Mortgagee, for the protection of Mortgagee's interest in the Property, may make or cause to be made reasonable entries upon and inspections of the Property, at any reasonable time during normal business hours after reasonable prior notice to Grantor; provided that if an Event of Default has occurred and is continuing, no prior notice shall be required.

10. **CONDEMNATION.** Subject to Section 8 of the Loan Agreement, the proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Mortgagee. In the event of a taking of the Property, either partial or total, the proceeds shall be applied in the manner set forth in Section 8 of the Loan Agreement.

11. **MORTGAGOR NOT RELEASED.** Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Mortgagee to any successor in interest of Mortgagor shall not operate to release, in any manner, the liability of the original Mortgagor and Mortgagor's successors in interest. Mortgagee shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Mortgagor and Mortgagor's successors in interest.

12. **FORBEARANCE BY MORTGAGEE NOT A WAIVER.** Any forbearance by Mortgagee in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any right or remedy hereunder. The procurement of insurance or the payment of taxes or other liens or charges by Mortgagee shall not be a waiver of Mortgagee's right to accelerate the maturity of the Indebtedness secured by this Mortgage.

13. **REMEDIES CUMULATIVE.** All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or equity, and may be exercised concurrently, independently or successively.

14. **SUCCESSORS AND ASSIGNS BOUND; JOINT AND SEVERAL LIABILITY; CAPTIONS.** The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Mortgagee and Mortgagor, subject to the provisions of Section 19 hereof. All covenants and agreements of Mortgagor contained in this Mortgage shall be joint and several. The captions and headings of the sections of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.

15. **COMPLIANCE WITH LAWS.** Mortgagor hereby covenants and agrees to comply with, and to use commercially reasonable efforts to cause all occupants of all or any portion of the Property to comply in all material respects with, (i) all applicable zoning, building, use and environmental restrictions, and all permits, approvals, licenses and other governmental impositions (collectively, "Permits"); and (ii) all federal, state and local laws, rules, statutes, ordinances, regulations, codes, orders and requirements (collectively, "Laws"), including, without limitation, Environmental Laws and notices of violation of all Governmental Authorities having jurisdiction over the Property or the maintenance, use and operation thereof, and all restrictions and requirements of record related to or affecting all or any portion of the Property. Mortgagor will deliver to Mortgagee within ten (10) Business Days after Mortgagee's reasonable written request therefor any additional permits or renewals, issued and approved or disapproved with respect to the Property. Mortgagor hereby indemnifies and agrees to defend and hold harmless Mortgagee from and against any and all claims, demands, actual loss, cost, damage, liability or expense incurred or suffered by Mortgagee arising from any failure of the Property to comply with all Laws having jurisdiction over the Property, or from any failure of Mortgagor to obtain, maintain or renew, or to have obtained, maintained or renewed, any Permit required with respect to the Property, excluding any and all liability, loss, damage or expense resulting from the gross negligence or willful misconduct of Mortgagee or any employee, officer, associate, agent or affiliate of Mortgagee and any

consequential, punitive or special damages. Mortgagor hereby warrants and represents that, to Mortgagor's knowledge, on the date hereof, the Property complies with all Permits and Laws.

16. **NOTICE.** Except for any notice required under applicable law to be given in another manner, any notice, demand, request or other communication which any party hereto may be required or may desire to give hereunder shall be in writing and shall be deemed to have been properly given (i) if hand delivered or if sent by telecopy, effective upon receipt or (ii) if delivered by overnight courier service, effective on the Business Day following delivery to such courier service, or (iii) if mailed by United States registered or certified mail, postage prepaid, return receipt requested, effective upon receipt or evidence of first refusal; addressed in each case as follows:

If to Mortgagor:

Branch Inverness Associates, LP
c/o Branch Properties, LLC
3340 Peachtree Road, NE
Suite 600
Atlanta, Georgia 30326
Attention: Richard H. Lee

With a Copy To:


Brian P. Cain
Holt Ney Zatcoff & Wasserman, LLP
100 Galleria Parkway, Suite 1800
Atlanta, Georgia 30339

If to Mortgagee:

Citizens Bank, National Association
5955 Carnegie Boulevard, Suite 200
Charlotte, NC 28209
Attention: Peyton Bibb

With a Copy To:

William F. Potts, Jr.
Parker Poe Adams & Bernstein LLP
Three Wells Fargo Center
401 S. Tryon Street
Charlotte, NC 28202



20160817000294360 9/21 \$56325.00
Shelby Cnty Judge of Probate, AL
08/17/2016 12:27:23 PM FILED/CERT

or at such other address or to such other addressee as such party may indicate by written notice, delivered in accordance with this Section 16.

17. **GOVERNING LAW; SEVERABILITY.** This Mortgage shall be governed by the laws of the State of Alabama, except to the extent pre-empted by Federal laws without reference to the choice of law or conflicts of law principles of that State. Subject to the terms of the Loan Agreement, Mortgagee is authorized and empowered to do all things provided to be done by a mortgagee under a mortgage under

the laws of the State of Alabama. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note, which can be given effect without the conflicting provision, and to this end the provisions of the Mortgage and the Note are declared to be severable.

18. **MORTGAGOR'S COPY.** Mortgagee shall cause the Title Company to furnish Mortgagor with a photocopy of this Mortgage at the time of execution and after recordation hereof.

19. **TRANSFER OF THE PROPERTY; ASSUMPTION.** Except for Permitted Encumbrances, Permitted Transfers or as otherwise permitted in accordance with Section 9.2 of the Loan Agreement, until such time as the Indebtedness is paid in full, no portion of the Property, nor any direct or indirect interest in Mortgagor, shall be sold, assigned, transferred, leased, conveyed, contracted to be sold, mortgaged or in any way encumbered or disposed of directly or indirectly, without the prior written consent of Mortgagee in each such event. Mortgagee shall be under no obligation to consent to such transfer or conveyances. Subject to the terms of the Loan Agreement, if Mortgagee agrees to such transfer or conveyance, to the extent permitted by applicable law, Mortgagee may charge a reasonable fee as a condition to its consent to such transfer or conveyance. However, no payment of or tender of any consideration to Mortgagee in connection with any proposed transfer or conveyance shall obligate Mortgagee to consent to such transfer or conveyance. Mortgagee may also require the transferee acquiring the Property to sign an assumption agreement that is in a form reasonably acceptable to Mortgagee and that obligates the transferee to keep all the promises and agreements of Mortgagor made in the Note, the Loan Agreement, this Mortgage or any other Loan Documents. Mortgagor will continue to be obligated under the Note, the Loan Agreement and this Mortgage unless Mortgagee releases Mortgagor in writing in Mortgagee's sole and absolute discretion. Any sale, assignment, transfer, lease, conveyance or mortgage of the Property without Mortgagee's consent shall be null and void.

20. **EVENT OF DEFAULT; ACCELERATION.** The occurrence of any one of the following events shall constitute an "Event of Default" hereunder:

- (a) The occurrence of any Event of Default (as defined in the Loan Agreement);
- (b) Mortgagor shall fail to perform, observe or comply in any material respect with any of the covenants, terms or conditions of this Mortgage not otherwise appearing in any other Loan Document (other than Events of Defaults expressly listed in Section 10 of the Loan Agreement) and any such failure shall remain unremedied for a period of thirty (30) days after the date upon which written notice of such failure, requiring the same to be remedied, shall have been delivered to Mortgagor by Mortgagee, except that if the event or condition constituting such Event of Default is of a nature that it cannot be cured within such thirty (30) day period and Mortgagor commenced curative actions within such thirty (30) day period, a period of up to sixty (60) days after the lapse of the initial thirty (30) day period so long as Mortgagor diligently attempts to complete all curative actions within such time period; or
- (c) There shall be any default continuing beyond applicable notice and cure period under any Hedging Contract.

20.1. **Remedies.** Upon the occurrence and during the continuance of any Event of Default, Mortgagee may take any of the following actions, each of which may be pursued concurrently or otherwise, at such time and in such order as Mortgagee may determine, in its sole discretion, without impairing or otherwise affecting the other rights and remedies of Mortgagee:

(a) Mortgagee may declare the entire unpaid principal balance of the Note together with all other Indebtedness to be immediately due and payable, which unpaid sums shall bear interest at the Default Rate from the due date until paid, without presentment, demand, protest or notice of any kind, and upon failure to pay the Indebtedness in full at any stated or accelerated maturity, Mortgagee may proceed with judicial foreclosure under the applicable laws of the State of Alabama.

(b) Mortgagee may institute an action, suit or proceeding in any court of competent jurisdiction to foreclose this Mortgage or to obtain specific performance of any covenant, condition or agreement contained herein, in the Note or in the other Loan Documents.

(c) Mortgagee may recover judgment on the Note either before, during or after any proceedings for the enforcement of this Mortgage or the other Loan Documents.

(d) Mortgagee may apply for the appointment of a receiver as further set forth in Section 20.4 below.

(e) Mortgagee may enter into or upon the Property, either personally or by its agents, nominees or attorneys and dispossess Mortgagor and its agents and servants therefrom without liability for trespass, damages or otherwise except to the extent attributable to the gross negligence or willful misconduct of Mortgagee, and exclude Mortgagor and its agents or servants wholly therefrom, and take possession of all books, records and accounts relating thereto and Mortgagor agrees to surrender possession of the Property and of such books, records and accounts to Mortgagee upon written demand, and thereupon Mortgagee may exercise all rights and powers of Mortgagor with respect to the Property including, without limitation:

(1) the right to use, operate, manage, control, insure, maintain, repair, restore and otherwise deal with all and every part of the Property and conduct the business thereat; and/or

(2) the right to make or complete any construction, alterations, additions, renewals, replacements and improvements to or on the Property as Mortgagee deems reasonably advisable; and/or

(3) the right to make, cancel, enforce or modify leases, obtain and evict tenants, and demand, sue for, collect and receive all Rents (defined below) of the Property and every part thereof.

Mortgagor hereby irrevocably constitutes and appoints Mortgagee as its attorney in fact to perform such acts and execute such documents as Mortgagee in its sole discretion may consider to be appropriate in connection with taking these measures. Mortgagor agrees to deliver to Mortgagee all books and records pertaining to the Property, including computer-readable memory and any computer hardware or software necessary to access or process such memory, as may reasonably be requested by Mortgagee in order to enable Mortgagee to exercise its rights under this Paragraph. Notwithstanding the foregoing, Mortgagor agrees that it shall not exercise its rights under this paragraph except during the continuance of an Event of Default under the Mortgage or other Loan Documents.

(f) Mortgagee may require Mortgagor to vacate and surrender possession of the Property to Mortgagee or to such receiver and, in default thereof, Mortgagor may be evicted by summary proceedings or otherwise.

(g) Mortgagee may apply the receipts from the Property, and/or any unearned insurance premiums paid to Mortgagee upon the surrender of any insurance policies maintained pursuant to the Loan Agreement (it being agreed that Mortgagee shall have the right to surrender such insurance policies upon the occurrence of an Event of Default), to the payment of the Indebtedness, in such order, priority and proportions as Mortgagee shall deem appropriate in its sole discretion, subject to the provisions of the Loan Agreement.

(h) Mortgagee may, at its option, whether or not possession of the Property has been taken, after giving notice by publication once a week for three successive weeks of the time, place, and terms of each such sale, together with a description of the Property to be sold, in a newspaper published in the county or counties wherein such Property or any part thereof is located, or as otherwise provided by law, sell the Property (or such part or parts thereof as Mortgagee may from time to time elect to sell) at the front or main door of the courthouse of the county in which such Property or a substantial and material part thereof is located, at public outcry, to the highest bidder for cash. Upon payment of the purchase price, Mortgagee, its agent or attorney, or the auctioneer conducting the sale may execute and deliver to the purchaser for and in the name of Mortgagor a good and sufficient deed to the property sold. The purchaser at any such sale or sales shall be under no obligation to see to the proper application of the purchase money. Mortgagee may bid and become the purchaser of the Property at any foreclosure sale. In that event, Mortgagee may pay the purchase price by crediting the Indebtedness in the amount of Mortgagee's bid. Mortgagor hereby waives any requirement that the Property be sold in separate parcels or tracts. At any foreclosure sale any part or all of the Property, whether real, personal, or mixed, may be offered for sale in parcels or en masse for one total price, and the proceeds of any such sale en masse may be accounted for in one account without distinction between the items included therein and without assigning to them any proportion of such proceeds. The proceeds of such foreclosure sale shall be applied in accordance with the requirements of applicable laws and Section 20.2 below. In case 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 of the Indebtedness shall have been finally and fully paid and satisfied.

(i) Mortgagee may exercise any and all rights and remedies granted to a secured party upon default under the Code, including, without limiting the generality of the foregoing: (i) the right to take possession of the Collateral or any part thereof, and to take such other measures as Mortgagee may deem necessary for the care, protection and preservation of the Collateral, and (ii) request Mortgagor at its expense to assemble the Collateral and make it available to Mortgagee at a convenient place acceptable to Mortgagee. When all time periods then legally mandated have expired, and after such notice of sale as may then be legally required has been given, Mortgagee may sell the Collateral at a public sale to be held at the time and place specified in the notice of sale or a private sale to be held after the date specified in the notice of sale. Upon any foreclosure or other sale of the Collateral pursuant to the terms hereof that is not part of the sale of the remainder of the Property, Mortgagee may bid for and purchase the Collateral and shall be entitled to apply all or any part of the Indebtedness as a credit against the purchase price. Without limiting any other provisions of this Mortgage, Mortgagee shall have the right to conduct

any such sale of the Collateral on the Premises, and Mortgagee shall have such right of possession of the Collateral as shall be necessary or convenient for such purpose or any other purpose under this Section 20.1(i). Mortgagee may sell the Collateral without giving any warranties relating to title, possession, quiet enjoyment, merchantability, fitness or the like as to the Collateral and may specifically disclaim any warranties, which shall not be considered to adversely affect the commercial reasonableness of any sale of the Collateral. Mortgagee has no obligation to clean up or otherwise prepare the Collateral for sale. Mortgagee shall apply the proceeds of any sale of the Collateral in accordance with the requirements of applicable laws and Section 20.2 below.

The remedies in this subsection are in addition to other remedies available to Mortgagee under applicable law and the exercise of the remedies in this subsection shall not be deemed to be an election of any remedies, whether nonjudicial or judicial, otherwise available to Mortgagee. The remedies set forth in this Mortgage with respect to any Property located in Alabama are available under and governed by the laws of the State of Alabama.

20.2. Application of Proceeds. Subject to the terms of the Loan Agreement, the proceeds and avails of any disposition of the Property, or any part thereof, or any other sums collected by Mortgagee pursuant to the Note, this Mortgage or the other Loan Documents, shall, unless otherwise required by law, be applied as follows:

(a) First, to pay the portion of the Indebtedness attributable to the expenses of sale, costs of any action and any other sums for which Mortgagor is obligated to reimburse Mortgagee under the Loan Documents and under this Mortgage;

(b) Second, to pay the portion of the Indebtedness attributable to any sums expended or advanced by Mortgagee under the terms of this Mortgage which then remain unpaid;

(c) Third, to pay all other Indebtedness in any order and proportions as Mortgagee in its sole discretion may choose, subject to the provisions of the Loan Agreement;

(d) Fourth, to pay for any Hedging Obligations; and

(e) Fifth, to remit the remainder, if any, to the person or persons entitled to it.

20.3. Right to Cure Defaults. Upon the occurrence and during the continuance of any Event of Default, Mortgagee may, but without any obligation to do so and without notice to or demand on Mortgagor unless required hereunder or under the Loan Agreement and without releasing Mortgagor from any obligation hereunder or curing or being deemed to have cured any default hereunder, remedy such Event of Default in such manner and to such extent as Mortgagee may deem reasonably necessary to protect the security hereof. Subject to the rights of tenants, Mortgagee is authorized to enter upon the Property for such purposes, or appear in, defend, or bring any action or proceeding to protect its interest in the Property or to foreclose this Mortgage or collect the Indebtedness, and the out-of-pocket cost and expense thereof (including reasonable attorneys' fees actually incurred to the extent permitted by law), with interest as provided in this Section 20.3, shall constitute a portion of the Indebtedness and shall be due and payable to Mortgagee upon written demand. All such costs and expenses actually incurred by Mortgagee in remedying such Event of Default or such failed payment or act or in appearing in, defending, or bringing any such action or proceeding shall bear interest at the Default Rate, if not paid

within ten (10) Business Days after written notice from Mortgagee that such cost or expense was incurred to the date of payment to Mortgagee.

20.4. **Receiver.** Subject to applicable Law, upon the occurrence and during the continuance of an Event of Default, Mortgagee, as a matter of right and without notice to Mortgagor or anyone claiming under Mortgagor, and without regard to the then value of the Property or the adequacy of any security for the obligations then secured hereby, will have the right to apply to any court having jurisdiction to appoint a receiver or receivers of the Property, and Mortgagor hereby irrevocably consents to such appointment and waives notice of any application therefor. Any such receiver or receivers will have all the powers and duties of receivers available under applicable Laws and all the powers and duties of Mortgagee in case of entry as provided herein and in the Loan Agreement and will continue as such and exercise all such powers until the later of (i) the date of confirmation of sale of the Property; (ii) the disbursement of all proceeds of the Property collected by such receiver and the payment of all expenses incurred in connection therewith; or (iii) the termination of such receivership with the consent of Mortgagee or pursuant to an order of a court of competent jurisdiction.

20.5. **Rights Under Uniform Commercial Code.** In addition to the rights available to a mortgagee of real property hereunder or under applicable Laws, Mortgagee shall also have all the rights, remedies and recourse available to a secured party under the Code including the right to proceed under the provisions of the Code governing default as to any Collateral as defined in this Mortgage which may be included in or on the Property or which may be deemed nonrealty in a foreclosure of this Mortgage or to proceed as to such Collateral in accordance with the procedures and remedies available pursuant to a foreclosure of real property, as permitted by Article 9A, "Secured Transactions", of the Code. Mortgagor agrees that such a sale of the Collateral together with real property constitutes a commercially reasonable sale of the Collateral.

20.6. **Mortgagor Not Released.** No delay or omission by Mortgagee in the exercise of any rights or remedies arising under this Mortgage, the Note or any other Loan Document at any time following the occurrence and during the continuance of an Event of Default shall constitute a waiver of the right of Mortgagee to exercise such rights and remedies at a later time by reason of such Event of Default or by reason of any subsequently occurring Event of Default.

21. **ASSIGNMENT OF LEASES AND RENTS; SECURITY AGREEMENT.** As additional security for the Indebtedness, Mortgagor hereby irrevocably, absolutely, presently and unconditionally assigns to Mortgagee all rents, royalties, issues, profits, revenue, income, accounts, proceeds and other benefits of the Property, whether now due, past due or to become due, including Mortgagor's interest in all prepaid rents and security deposits (some or all collectively, as the context may require, "Rents"), and all of Mortgagor's rights in and under all Leases. This is an absolute assignment, not an assignment for security only.

Mortgagee hereby confers upon Mortgagor a license ("License") to collect and retain the Rents as they become due and payable, so long as no Event of Default, as defined in Section 20, has occurred and is continuing. Upon the occurrence of an Event of Default, this License shall automatically terminate without notice to or demand upon Mortgagor, and without regard to the adequacy of Mortgagee's security under this Mortgage. Mortgagor hereby authorizes and directs the tenants under the Leases to pay Rents to Mortgagee upon written demand by Mortgagee, without further consent of Mortgagor, without any obligation of such tenants to determine whether an Event of Default has in fact occurred and regardless of whether Mortgagee has taken possession of any portion of the Property, and the tenants may rely upon

any written statement delivered by Mortgagee to the tenants. The powers and rights granted in this Section shall be in addition to the other remedies herein provided for upon the occurrence of an Event of Default and may be exercised independently of or concurrently with any of said remedies. Nothing in the foregoing shall be construed to impose any obligation upon Mortgagee to exercise any power or right granted in this Section or to assume any liability under any Lease of any part of the Property and no liability shall attach to Mortgagee for failure or inability to collect any Rents under any such Lease. Notwithstanding anything herein to the contrary, if at any time, the license granted to Mortgagor hereunder is revoked and terminated as provided in this Section 21 upon the occurrence of an Event of Default and, if subsequent thereto, such Event of Default is cured or waived by Mortgagee and there are no then continuing Events of Defaults, then the license granted to Mortgagor under this Section 21 shall automatically be deemed reinstated and all of the provisions of this Section 21 shall apply as if it were the license first granted hereunder. In such event, Mortgagor will, upon request, and at Mortgagor's expense, send notices to any tenant to whom it had previously sent a notice or demand described herein and direct such tenant to again make its respective payments to Mortgagor in accordance with the payment instructions previously existing.

The parties intend for this Mortgage to create a lien on the Property, and an absolute assignment of the Rents, all in favor of Mortgagee. The parties acknowledge that some of the Property and some or all of the Rents may be determined under applicable law to be personal property or fixtures. To the extent that any Property or Rents may be or be determined to be personal property, Mortgagor as debtor hereby grants to Mortgagee as secured party, a security interest in all such Property and Rents, to secure payment and performance of the Indebtedness. This Mortgage constitutes a security agreement under the Code covering all such Property and Rents.

22. RIGHT TO PERFORM MORTGAGOR'S COVENANTS, PROTECTIVE ADVANCES, ETC. If Mortgagor shall fail to make any payment or perform any act required to be made or performed hereunder within the time specified, Mortgagee, after such written notice to Mortgagor as may be reasonable under the circumstances, without waiving or releasing any obligation or default, shall have the right, but shall not be obligated, to make such payment or perform such act at any time thereafter for the account and at the expense of Mortgagor, and shall have the right to enter upon the Property or any part thereof for such purpose and take all such action thereon as, in the opinion of Mortgagee, may be reasonably necessary or appropriate therefor. All sums so paid by Mortgagee and all costs and expenses (including, without limitation, reasonable attorneys' costs and expenses to the fullest extent permitted by law) actually incurred, together with any other sums expended by Mortgagee for the payment of real estate taxes and assessments, insurance premiums, utilities, charges, costs of maintenance and repair and other expenditures for the protection of the Property and/or Mortgagee's interest therein, and if not paid within ten (10) days of written demand therefor, together with interest thereon at the Default Rate, from the date of payment or incurring, shall constitute Indebtedness secured by this Mortgage with the highest priority allowed by law, and shall be payable by Mortgagor to Mortgagee immediately upon written demand.

23. RELEASE. Upon payment of the Indebtedness and satisfaction all other obligations secured by this Mortgage, this Mortgage shall be void and of no effect without any further action required on the part of Mortgagor and Mortgagee; provided, that upon the request of Mortgagor, Mortgagee shall promptly execute a written release in recordable form and deliver such release to Mortgagor, at Mortgagor's sole cost and expense. Notwithstanding the foregoing, upon the written request of Mortgagor in connection with the repayment of the Indebtedness and all other obligations secured by this Mortgage, Mortgagee agrees to assign this Mortgage and the Note to any subsequent lien holder, without

representation or warranty. Mortgagor shall pay all costs of recordation of any cancellation, satisfaction or assignment hereof.

24. **INCONSISTENCIES.** In the event of any inconsistency between this Mortgage and the Loan Agreement, the terms hereof shall be controlling as necessary to create, preserve and/or maintain a valid mortgage lien and security interest upon the Property, otherwise the provisions of the Loan Agreement shall be controlling.

25. **UCC FINANCING STATEMENTS.** Mortgagor hereby authorizes Mortgagee to file UCC financing statements as is reasonably necessary to perfect Mortgagee's security interest in any part of the Property. In addition, Mortgagor agrees to sign any and all other documents that Mortgagee deems reasonably necessary in its reasonable discretion to perfect, protect, and continue Mortgagee's lien and security interest on the Property.

26. **REIMBURSEMENT, EXCULPATION, INDEMNIFICATION.**

(a) Mortgagor agrees to pay reasonable fees for any services that Mortgagee may render at the request of Mortgagor in connection with this Mortgage, including providing a statement of the Indebtedness or providing the release of this Mortgage. Mortgagor further agrees to pay or reimburse Mortgagee for all costs, expenses and other advances actually incurred or made by Mortgagee in any efforts to enforce any terms of this Mortgage, the Loan Agreement or any of the other Loan Documents, or in defending any action or proceeding arising under or relating to this Mortgage, the Loan Agreement or any of the other Loan Documents, including reasonable attorneys' fees and other reasonable legal costs, costs of any foreclosure sale and any cost of evidence of title. In any suit to foreclose the lien hereof or enforce any other remedy of Mortgagee under this Mortgage or the Loan Agreement or any of the other Loan Documents, there shall be allowed and included in the decree for sale or other judgment or decree all expenditures and expenses which may be actually paid or incurred by or on behalf of Mortgagee for reasonable attorneys' costs and fees (including the reasonable costs and fees of paralegals), and to the extent otherwise permitted in the Loan Documents reasonable survey charges, appraiser's fees, inspecting engineer's and/or architect's fees, fees for environmental studies and assessments and all additional expenses actually incurred by Mortgagee with respect to environmental matters. All expenditures and expenses of this Section 26, and such expenses and fees as may be reasonably incurred in the protection of the Property and maintenance of the lien of this Mortgage, shall be due and payable by Mortgagor within ten (10) days of written demand, and if not paid within such ten-day period with interest thereon at the Default Rate and shall be secured by this Mortgage.

(b) Mortgagee shall not be directly or indirectly liable to Mortgagor or any other person as a consequence of any of the following:

(i) Mortgagee's exercise of or failure to exercise any rights, remedies or powers granted to Mortgagee in this Mortgage; or

(ii) Any loss sustained by Mortgagor resulting from Mortgagee's failure to lease the Property, or from any other act or omission of Mortgagee in managing the Property, after an Event of Default, unless the loss is caused by the willful misconduct or gross negligence of Mortgagee.

Mortgagor hereby expressly waives and releases all liability of the types described above, and agrees that

no such liability shall be asserted against or imposed upon Mortgagee.

(c) Excluding any and all liability, loss, damage or expense resulting from the gross negligence or willful misconduct of Mortgagee or any employee, officer, associate, agent or affiliate of Mortgagee and any consequential, punitive or special damages, Mortgagor agrees to indemnify Mortgagee against and hold Mortgagee harmless from all actual losses, damages, liabilities, claims, causes of action, judgments, court costs, reasonable attorneys' fees and other legal expenses, cost of evidence of title, cost of evidence of value, and other costs and expenses which Mortgagee may suffer or incur:

(i) In performing any act required or permitted by this Mortgage or any of the other Loan Documents or by law to be performed by or on behalf of Mortgagor; or

(i) Because of any failure of Mortgagor to perform in any material respect any of its obligations.

This agreement by Mortgagor to indemnify Mortgagee shall survive the release and cancellation of any or all of the Indebtedness and the full or partial release of this Mortgage.


27. **FIXTURE FILING.** From the date of its recording, this Mortgage shall be effective as a "fixture filing" for the purposes of the Code with respect to all of the Property which is or is to become fixtures (within the meaning of the Code). The addresses of Mortgagor (Debtor) and Mortgagee (Secured Party) are set forth below. This Mortgage is to be filed for recording in the Probate Court of any county or counties where the Premises (including such fixtures) are located. For this purpose, the following information is set forth:

Name and Address of Debtor:

Branch Inverness Associates, LP
c/o Branch Properties, LLC
3340 Peachtree Road, NE
Suite 600
Atlanta, Georgia 30326

Name and Address of Secured Party:

Citizens Bank, National Association
5955 Carnegie Boulevard, Suite 200
Charlotte, NC 28209


20160817000294360 17/21 \$56325.00
Shelby Cnty Judge of Probate, AL
08/17/2016 12:27:23 PM FILED/CERT

28. **MORTGAGOR WAIVER OF RIGHTS.** To the full extent Mortgagor may do so under applicable Law, Mortgagor agrees that Mortgagor will not at any time insist upon, plead, claim or take the benefit or advantage of any law now or hereafter in force providing for any appraisal, valuation, stay, extension or redemption, homestead, moratorium, reinstatement, marshaling or forbearance, and Mortgagor, for Mortgagor, Mortgagor's heirs, devisees, representatives, successors and assigns, and for any and all persons ever claiming any interest in the Property, to the extent permitted by applicable law, hereby waives and releases all rights of redemption, valuation, appraisal, stay of execution, notice of intention to mature or declare due the whole of the Indebtedness secured hereby,

notice of election to mature or declare due the whole of the Indebtedness secured hereby and all rights to a marshaling of assets of Mortgagor, including the Property, or to a sale in inverse order of alienation in the event of foreclosure of the liens and/or security interests hereby created. To the full extent permitted under applicable Law, Mortgagor shall not have or assert any right under any statute or rule of law pertaining to the marshaling of assets, sale in inverse order of alienation, the exemption of homestead, the administration of estates of decedents, or other matters whatsoever to defeat, reduce or affect the right of Mortgagee under the terms of this Mortgage to a sale of the Property for the collection of the secured Indebtedness without any prior or different resort for collection, or the right of Mortgagee under the terms of this Mortgage to the payment of the secured Indebtedness out of the proceeds of sale of the Property in preference to every other claimant whatsoever. To the full extent permitted under applicable Law, Mortgagor waives any right or remedy which Mortgagor may have or be able to assert pursuant to any provision of Alabama law, including, but not limited to, the rights or remedies set forth under Alabama law, pertaining to the rights and remedies of sureties. If any law referred to in this Section and now in force, of which Mortgagor or Mortgagor's heirs, devisees, representatives, successors or assigns or any other persons claiming any interest in the Property might take advantage despite this Section, shall hereafter be repealed or cease to be in force, such law shall not thereafter be deemed to preclude the application of this Section.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK—
SIGNATURE PAGE TO IMMEDIATELY FOLLOW]



20160817000294360 18/21 \$56325.00
Shelby Cnty Judge of Probate, AL
08/17/2016 12:27:23 PM FILED/CERT

IN WITNESS WHEREOF, Mortgagor has executed this Mortgage as of the date first above written, intending to create an instrument executed under seal.


BRANCH INVERNESS ASSOCIATES, LP,
a Delaware limited partnership

By: **BRANCH RETAIL GP, LLC,**
a Georgia limited liability company
its General Partner

By: **BRANCH RETAIL PARTNERS, LP,**
a Delaware limited partnership
its Sole Member

By: **BRANCH RETAIL MANAGEMENT, LLC,**
a Georgia limited liability company
its General Partner

By: **BRANCH ADMINISTRATIVE
MANAGER, LLC,**
a Georgia limited liability company
its Manager

By:  (SEAL)

Name: Richard H. Lee
Title: Authorized Member



20160817000294360 19/21 \$56325.00
Shelby Cnty Judge of Probate, AL
08/17/2016 12:27:23 PM FILED/CERT

STATE OF GEORGIA)

FULTON COUNTY)

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Richard H. Lee, whose name as Authorized Member of Branch Administrative Manager, LLC, a Georgia limited liability company, which is the Manager of Branch Retail Management, LLC, a Georgia limited liability company, which is the General Partner of Branch Retail Partners, LP, a Delaware limited partnership, which is the Sole Member of Branch Retail GP, LLC, a Georgia limited liability company, which is the General Partner of **BRANCH INVERNESS ASSOCIATES, LP**, a Delaware limited partnership, 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/she, in his/her capacity as such Authorized Member and with full authority, executed the same voluntarily for and as the act of limited partnership on the day the same bears date.

Given under my hand this the 15th day of August, 2016.

Marianne Boggs
Official Signature of Notary

(Official Seal)

MARIANNE BOGGS
Notary's printed or typed name, Notary Public

My commission expires: _____



20160817000294360 20/21 \$56325.00
Shelby Cnty Judge of Probate, AL
08/17/2016 12:27:23 PM FILED/CERT

EXHIBIT "A"

LEGAL DESCRIPTION

TRACT 1 – INVERNESS PLAZA

Parcel 1 (Fee):

Lot 1, according to Survey of Inverness Plaza Subdivision, as recorded in Map Book 44, page 112, in the Probate Office of Shelby County, Alabama.

Parcel 2:

Together with the Operation and Reciprocal Easement Agreement by and among INV Plaza LLC, INV Corners LLC, INV Nessie LLC and Branch Inverness Associates, LP, dated August 17, 2016 and recorded in the Probate Office of Shelby County in Instrument # 20160817000294330.

TRACT II – INVERNESS CORNERS

Parcel 1 (Fee):

Lots 1, 2, 3, 4, according to Survey of Inverness Corners Subdivision, as recorded in Map Book 44, page 113, in the Probate Office of Shelby County, Alabama.

Lot D-2-A, according to the Survey of Inverness Corners Outparcel E, as recorded in Map Book 26, page 84, in the Probate Office of Shelby County, Alabama.

Parcel 2 (Easement):

Non-exclusive access easements as described in that certain Reciprocal Easement Agreement by and between Metropolitan Life Insurance Company and Investment Associates, LLC, dated November 25, 2003, and recorded in Instrument No. 20031205000788530.

Parcel 3 (Easement):

Non-exclusive easements for access, ingress, egress, and utilities as described in that certain Reciprocal Easement Agreement by and between Metropolitan Life Insurance Company and Pier Group, Inc., dated April 30, 1996, and recorded in Instrument #1996-14793.

Parcel 4 (Easement):

Non-exclusive access and utility easements as described in that certain Reciprocal Easement Agreement by and between Metropolitan Life Insurance Company and Mountainview, LLC, dated October 14, 2005, and recorded in Instrument #2005101900054400.



20160817000294360 21/21 \$56325.00
Shelby Cnty Judge of Probate, AL
08/17/2016 12:27:23 PM FILED/CERT