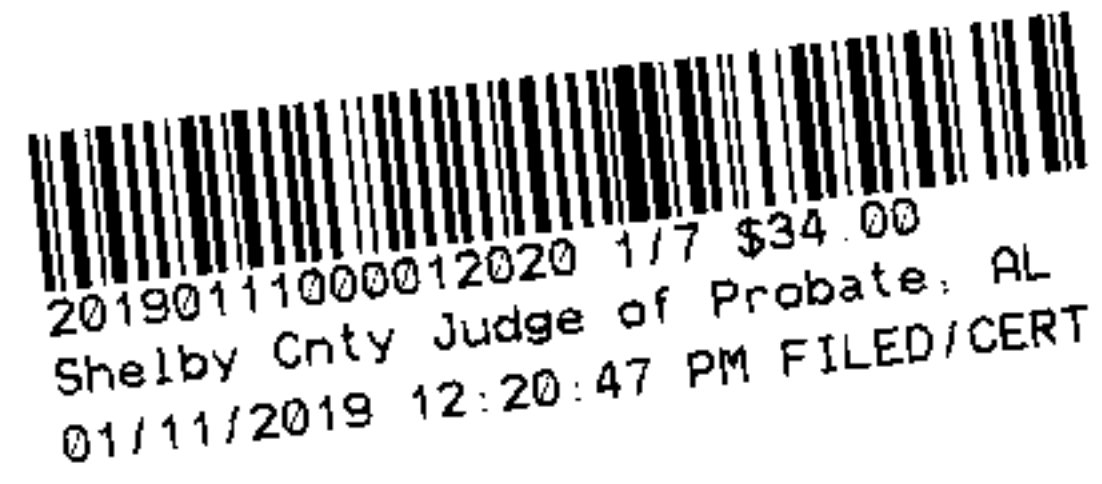




[SPACE ABOVE THIS LINE FOR RECORDER'S USE]

After recording, please return to:

Wells Fargo Bank, National Association
171 17th Street, 4th Floor
Atlanta, Georgia 30363
Attention: Vincent Ray
Loan No.: 1018601

Cross Reference to:

No. 20181126000412840
Shelby County, Alabama Records

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

**FIRST AMENDMENT TO
MORTGAGE, ABSOLUTE ASSIGNMENT OF LEASES
AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING
(State of Alabama)**

This FIRST AMENDMENT TO MORTGAGE, ABSOLUTE ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING (this "**Agreement**") is made as of January 8, 2019, by and between **SCP BUILDING 4, LLC**, a Delaware limited liability company, as mortgagor ("**Mortgagor**"), whose mailing address is c/o Graham Commercial Properties, LLC, 1801 Fifth Avenue North, Suite 300, Birmingham, Alabama 35203, Attention: John Hagefstration and **WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association, in its capacity as Administrative Agent for its benefit and the benefit of the Lenders (as defined below), as grantee (together with its successors and assigns,

“Administrative Agent”), whose mailing address is 171 17th Street, 4th Floor, Atlanta, Georgia 30363, Attention: Merrill Breland.

RECITALS

A. Whereas, GCP-Holdings III (WF), LLC, a Delaware limited liability company (**“Borrower”**), the lenders from time to time a party thereto (each, a **“Lender”**, and collectively, **“Lenders”**), and Administrative Agent are parties to that certain Loan Agreement dated as of November 21, 2018 (as the same may be amended, restated, amended and restated, assigned, supplemented, replaced or otherwise modified from time to time, the **“Loan Agreement”**) pursuant to which the Lenders agreed, subject to certain conditions stated therein, to make a loan to Borrower in the aggregate principal amount of up to \$101,400,000.00.

B. In connection with the Loan Agreement, Mortgagor and other Subsidiary Guarantors (as defined in the Loan Agreement) executed in favor of Administrative Agent, for its benefit and the benefit of the Lenders, that certain Subsidiary Guaranty Agreement dated as of November 21, 2018 (as the same may be amended, restated, amended and restated, assigned, supplemented, replaced or otherwise modified from time to time, the **“Subsidiary Guaranty”**).

C. Whereas, the Subsidiary Guaranty is secured, in part, by that certain Mortgage, Absolute Assignment of Leases and Rents, Security Agreements and Fixture Filing dated as of November 21, 2018 and recorded on November 26, 2018 as Instrument No. 20181126000412840 in the Office of the Judge of Probate of Shelby County, Alabama (as the same may have been heretofore amended or otherwise modified, the **“Mortgage”**).

D. Whereas, Borrower and Administrative Agent are entering into that certain First Amendment to Loan Agreement, dated as of the date hereof (the **“First Amendment”**), wherein provision is made to, among other things, amend certain obligations secured by the Mortgage.

E. Whereas, as a condition to entering into the First Amendment, Administrative Agent and Mortgagor have agreed to enter into this Agreement to amend the Mortgage pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, for and in consideration of the premises, TEN DOLLARS (\$10.00) in hand paid by Mortgagor to Administrative Agent and other good and valuable considerations, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Recitals; Definitions.** The foregoing recitals are true and correct. All capitalized terms not otherwise defined herein shall have the meaning ascribed to such terms in the Mortgage.

20190111000012020 2/7 \$34.00
Shelby Cnty Judge of Probate, AL
01/11/2019 12:20:47 PM FILED/CERT

2. Amendments to Mortgage. The Mortgage is hereby amended as follows:

2.1 Clause (iii) Section 2.1(a) of the Mortgage is hereby amended so that it reads, in its entirety, as follows:

(iii) Payment and performance of all obligations of any Loan Party under or in connection with any Specified Derivatives Contract (as defined in the Loan Agreement) at any time entered into between any Loan Party and Administrative Agent and/or any Lender, together with all modifications, extensions, renewals and replacements thereof, other than an Excluded Swap Obligation, as defined in the Guaranty executed by any Loan Party in favor of Administrative Agent; this Security Instrument shall in no event constitute security for any Excluded Swap Obligation; and

2.2 Section 6.1 of the Mortgage is hereby amended so that it reads, in its entirety, as follows:

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

2.3 Each other reference to "any Specified Derivatives Contract between Borrower and Administrative Agent and/or any Lender" and each other similar reference contained in the Mortgage shall from and after the date hereof refer to "any Specified Derivatives Contract between any Loan Party and Administrative Agent and/or any Lender."

3. Confirmation of Grants. Mortgagor hereby acknowledges and confirms that the Mortgage, as amended hereby, constitutes a first priority security interest in and lien on the Property, and secures the Secured Obligations, as amended hereby. Nevertheless, as security for such Secured Obligations, and in addition to the provisions of the first sentence of this section, Mortgagor hereby (a) grants, bargains, sells, conveys, assigns, transfers and warrants unto Administrative Agent the entire right, title and interest of Mortgagor in and to the Property, (b) grants to Administrative Agent a security interest in the Collateral, and (c) otherwise remakes, ratifies, readopts and reconfirms all grants, security interests and assignments made under the Mortgage with respect to the Property. Upon the occurrence of an Event of Default under the Mortgage, as amended hereby, the Loan Agreement, or the Loan Documents, Administrative Agent shall have all rights with respect to the Property that are granted by the Mortgage. Mortgagor authorizes but does not obligate Administrative Agent to prepare and cause to be filed such financing statements and other documents as Administrative Agent may deem necessary or advisable to perfect or otherwise protect its security interest in the Property.

4. Ratification and Consent by Mortgagor. Mortgagor (i) ratifies and affirms all of its obligations under the Mortgage, as modified and amended hereby, (ii) acknowledges, represents and warrants that the Mortgage constitutes a valid and enforceable obligation of Mortgagor, as of the date hereof, free from any defenses, set-

offs, claims, counterclaims or causes of action of any kind or nature whatsoever by Mortgagor against Administrative Agent or the Lenders or any of their respective directors, officers, employees, agents or attorneys, (iii) consents to the modification and amendment of the Mortgage as set forth above, and (iv) acknowledges that this Agreement does not constitute and shall not be construed as a novation or release of the Mortgage or of the obligations of Mortgagor, Borrower or any other Loan Party under the other Loan Documents.

5. No Other Change. Except as herein expressly amended, each and every term, condition, warranty and provision of the Mortgage shall remain in full force and effect, and such is hereby ratified, confirmed and approved by the parties hereto. Nothing herein shall be construed to alter or affect the priority of the lien or title created by the Mortgage and the other Loan Documents, it being the expressly declared intention of the parties hereto that no novation of the Mortgage or the obligations of the Mortgagor under the other Loan Documents be created hereby.

6. Entire Agreement. This Agreement, together with the Loan Agreement, as amended by the First Amendment, and the documents delivered and/or reaffirmed in connection therewith, constitutes the entire understanding and agreement of the parties hereto with respect to the modification of the Mortgage and supersedes all prior agreement, understanding, or negotiations regarding said modification.

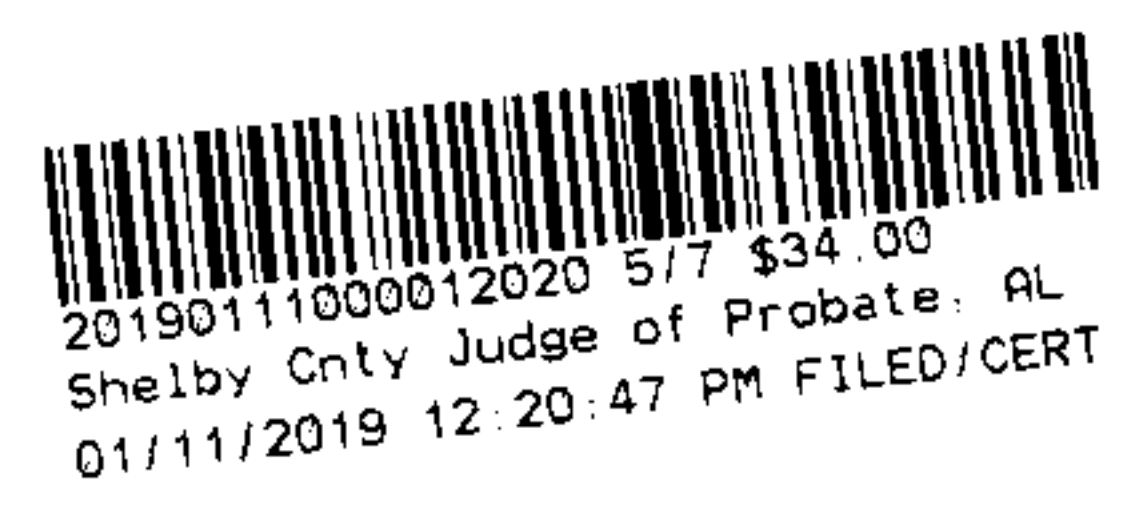
7. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their respective heirs, successors, legal representatives and assigns.

8. Time. Time is of the essence of this Agreement.

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

10. Counterpart Execution. This Agreement may be executed in one or more counterparts and the signature of any party to any counterpart may be appended to any other counterpart, all of which counterparts when taken together shall equal one Agreement.

[SIGNATURES ON FOLLOWING PAGES]



IN WITNESS WHEREOF, the parties have executed this Agreement or have caused the same to be executed by their duly authorized representatives as of the date first above written.

"MORTGAGOR"

SCP BUILDING 4, LLC,
a Delaware limited liability company

By: 
Name: John Hagefstration
Title: Executive Vice President

STATE OF Alabama)
COUNTY OF Jefferson)

I, Mary Carol McDaniel a Notary Public in and for said County in said State, hereby certify that John Hagefstration, whose name as Executive Vice President of SCP BUILDING 4, LLC, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of such instrument, he, as Executive Vice President and with fully authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and seal, this 7th day of January, 2019.

Mary Carol McDaniel
NOTARY PUBLIC



My Commission Expires: 9/14/2020


20190111000012020 6/7 \$34.00
Shelby Cnty Judge of Probate, AL
01/11/2019 12:20:47 PM FILED/CERT

"ADMINISTRATIVE AGENT"

WELLS FARGO BANK, NATIONAL ASSOCIATION,
As Administrative Agent

By: Merrill Breland
Name: Merrill Breland
Title: Vice President

STATE OF Georgia

COUNTY OF Cobb

I, Morena Canty a Notary Public in and for said County in said State, hereby certify that Merrill Breland, whose name as Vice President of WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of such instrument, she, as Vice President and with fully authority, executed the same voluntarily for and as the act of said national banking association.

Given under my hand and seal, this 7th day of January, 2019.

[Signature]
NOTARY PUBLIC

[SEAL]



My Commission Expires: 10/01/2019


20190111000012020 7/7 \$34.00
Shelby Cnty Judge of Probate, AL
01/11/2019 12:20:47 PM FILED/CERT