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THIS INSTRUMENT WAS PREPARED
WITH THE ADVICE OF ALABAMA
COUNSEL BY AND AFTER
RECORDING, RETURN TO:

Tracey Harton Poole, Esq.
McClure & Kornheiser, LLC
6400 Powers Ferry Road, Suite 150
Atlanta, Georgia 30339

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

THIS MORTGAGE, ASSIGNMENT OF RENTS AND LEASES AND SECURITY AGREEMENT (hereinafter referred to as this "Mortgage") made and entered into as of the 27th day of October, 2021, by and between **MBN 500-1200 BUILDINGS, LLC** ("MBN 500") and **MBN 300 BUILDING, LLC** ("MBN 300"), each a Delaware limited liability company, collectively as grantor, having a mailing address of 445 Bishop Street, Suite 100, Atlanta, Georgia 30318 (hereinafter collectively referred to as "Borrower"), and **SOUTHERN STATES BANK**, as grantee, having a mailing address for purposes hereof at 4045 Orchard Road, SE, Suite 510, Atlanta, Georgia 30080 (hereinafter referred to as "Lender");

WITNESSETH:

To secure payment and performance of obligations under that certain Real Estate Note (the "Note") of even date herewith, from Borrower in favor of Lender, in the amount of **TWENTY-FOUR MILLION FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$24,500,000.00)**, other loan documents as defined in the Note (collectively, the "Loan Documents"), and swap agreements (as defined in 11 U.S.C. § 101, as in effect from time to time), between Borrower and Lender, if any, all other indebtedness of Borrower to Lender arising out of the Note, and any renewals, extensions, novations, or modifications of the foregoing (collectively the "Indebtedness"), and in consideration of these premises and for other consideration, Borrower does mortgage, grant, bargain, sell and convey, with power of sale unto THIS MORTGAGE IS FILED AS AND SHALL CONSTITUTE A FIXTURE FILING IN ACCORDANCE WITH THE PROVISIONS OF SECTION 7-9A-502(c) OF THE CODE OF ALABAMA.

THIS MORTGAGE IS A "CONSTRUCTION MORTGAGE" AS DEFINED IN SECTION 7-9A-334(h) OF THE CODE OF ALABAMA AND SECURES, AMONG OTHER OBLIGATIONS, AN OBLIGATION INCURRED FOR THE CONSTRUCTION OF AN IMPROVEMENT ON LAND.

THE MAXIMUM PRINCIPAL INDEBTEDNESS ADVANCED UNDER THE LOAN SECURED BY THIS MORTGAGE SHALL NEVER EXCEED THE AMOUNT OF TWENTY-FOUR MILLION FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$24,500,000.00).

Lender (for itself and its affiliates), its successors and assigns all of Borrower's right, title and interest now owned or hereafter acquired in and to each of the following (collectively, the "Premises"): (i) all those certain tracts of land in the **County of Shelby, State of Alabama** described on **Exhibit "A-1"** (owned by MBN 500) and **Exhibit "A-2"** (owned by MBN 300) attached hereto and made part hereof (collectively, the "Land"); (ii) all buildings and improvements now or hereafter erected on the Land (the "Improvements"); (iii) the personal property of any kind or nature whatsoever, whether tangible or intangible, whether or not any of such personal property is now or becomes a "fixture" or attached to the Land, which is used or will be used in the construction of, or is or will be placed upon, or is derived from or used in connection with, the maintenance, use, occupancy or enjoyment of the Land, including, without limitation, all accounts, documents, instruments, chattel paper (including electronic chattel paper and tangible chattel paper), general intangibles (including payment tangibles and software), goods (including consumer goods, inventory, equipment, and farm products), letter-of-credit rights and deposit accounts (as those terms are defined in the Uniform Commercial Code as now adopted or amended from time to time in the State of Alabama), all plans and specifications, contracts and subcontracts for the construction, reconstruction or repair of the Improvements, bonds, permits, licenses, guarantees, warranties, causes of action, judgments, claims, profits, rents, security deposits, utility deposits, refunds of fees or deposits paid to any governmental authority, letters of credit, policies and proceeds of insurance, motor vehicles, together with all present and future attachments, accretions, accessions, replacements and additions thereto and products and proceeds thereof, and further including without limitation all goods, machinery, tools, insurance proceeds, equipment (including fire or other sprinklers and alarm systems, air conditioning, heating, refrigerating, electronic monitoring, entertainment, recreational, window or structural cleaning rigs, maintenance, exclusion of vermin or insects, removal of dust, refuse or garbage and all other equipment of every kind), lobby and all other indoor or outdoor furniture (including tables, chairs, planters, shelves, locker and cabinets), swimming pools (including all supplies and maintenance items and systems used in connection therewith), wall beds, wall safes, furnishings, appliances (including ice boxes, refrigerators, fans, heaters, stoves, water heaters and incinerators), inventory, rugs, carpet and other floor coverings, draperies and drapery rods and brackets, awnings, window shades, venetian blinds, curtains, chandeliers and other lighting fixtures and apartment maintenance and other supplies, including, but not limited to, all refrigerators, ranges, hoods, microwave ovens, dishwashers, disposals, lawn mowers and other lawn maintenance items, and all warranties in connection with any of the foregoing; (iv) all leases, license agreements and other occupancy or use agreements (whether oral or written), now or hereafter existing, which cover or relate to all or any portion of the said real estate, together with all options therefor, amendments thereto and renewals, modifications and guarantees thereof, and all rents, royalties, issues, profits, revenue, income and other benefits of the said real estate and improvements thereon arising from the use or enjoyment thereof or from any leases, including, without limitation, cash or securities deposited thereunder to secure performance by the tenants of their obligations thereunder, whether said cash or securities are to be held until the expiration of the terms of the said leases or applied to one or more of the installments of rent coming due; (v) all profits and sales proceeds, including, without limitation, money and other deposits, now or hereafter becoming due by virtue of any contract or contracts for the sale of any interest of Borrower in the said real estate or improvements located thereon; (vi) all proceeds (including claims thereto or demands therefor) of conversion, voluntary or involuntary, permitted

or otherwise, of any of the foregoing or liquidated claims; and (vii) all estates, rights, tenements, hereditaments, privileges, rents, issues, profits, easements, and appurtenances of any kind benefiting the Land; all means of access to and from the Land, whether public or private; and all water and mineral rights.

TO HAVE AND TO HOLD the Premises and all the estate, right, title and interest, in law and in equity, of Borrower's in and to the Premises unto Lender, its successors and assigns, forever.

Borrower WARRANTS AND REPRESENTS that Borrower is lawfully seized of the Premises, in fee simple, absolute, that Borrower has the legal right to convey and encumber the same, and that the Premises is free and clear of all liens and encumbrances, except for the permitted exceptions attached hereto as Exhibit "B" (the "Permitted Title Exceptions"). Borrower further warrants and will forever defend all and singular the Premises and title thereto to Lender and Lender's successors and assigns, against the lawful claims of all persons whomsoever.

PROVIDED ALWAYS that if all the Indebtedness (including without limitation, all termination payments and any other amounts due under or in connection with any swap agreements (as defined in 11 U.S.C. § 101, as in effect from time to time) secured hereunder) is paid in full, then this conveyance shall become null and void and Lender shall record a cancellation and release of this Mortgage at Borrower's reasonable expense in the Office of the Judge of Probate of Shelby County, Alabama. The total amount of Indebtedness secured by this Mortgage at any one time shall not exceed \$24,500,000.00, plus all interest, costs, reimbursements, fees and expenses due under this Mortgage. The foregoing limitation shall not apply to advances made under this Mortgage to protect Lender's security hereunder. Borrower shall not execute any document that impairs or otherwise impacts the priority of any existing or future Indebtedness secured by this Mortgage.

To protect the security of this Mortgage, Borrower further represents and agrees with Lender as follows:

ARTICLE 1

- 1.01 Payment of Indebtedness. Borrower shall pay the Note according to the tenor thereof and the remainder of the Indebtedness promptly as the same shall become due.
- 1.02 Taxes, Liens and Other Charges. Subject to Paragraph 1.04 below, Borrower shall pay, prior to delinquency, all taxes, assessments, levies, license fees, permit fees and all other charges (in each case whether general or special, ordinary or extraordinary, or foreseen or unforeseen) of every character whatsoever (including all penalties and interest thereon) now or hereafter levied, assessed, confirmed or imposed on, or in respect of, or which may be a lien upon, the Premises, or any part thereof, or any estate, right or interest therein, or upon the rents, issues, income or profits thereof, and shall submit to Lender upon demand such evidence of the due and punctual payment of all such taxes, assessments and other fees and charges as Lender may require. So long as there is then

no Default and subject to the other terms and conditions hereof, Borrower will have the right to contest in good faith the assessment or amount of any such ad valorem tax bill or other charge provided that: (i) Borrower has notified Lender thereof and keeps Lender reasonably apprised of the status of such action; (ii) upon request of Lender, Borrower provides evidence acceptable to Lender of the funds necessary to pay any such bill; (iii) such contest tolls any penalty or interest for delinquent payment; and (iv) no action or proceeding for the sale of the Premises or any part thereof is commenced for non-payment of such bill.

1.03 Insurance.

- (a) Borrower shall procure for, deliver to, and maintain for the benefit of Lender during the term of this Mortgage, original paid up insurance policies of such insurance companies, in such amounts, in such form and substance, and with such expiration dates as are reasonably acceptable to Lender, and containing non-contributory standard mortgagee clauses, their equivalent or a satisfactory mortgagee loss payable endorsement in favor of Lender, providing the following type of insurance covering the Premises and the interest and liabilities incident to the ownership, possession and operation thereof:
 - (i) "All risk" hazard insurance, insuring the Premises against all hazards, the amount of which insurance shall be not less than the greater of: (a) the Note Amount, (b) one hundred percent (100%) of the full replacement cost of the Premises without deduction for depreciation or (c) the insurable value; provided, however, that hazard insurance with respect to improvements under construction shall be in the form of "all risk" builder's risk insurance satisfactory to Lender; and
 - (ii) Public liability insurance covering all liabilities incident to the construction, ownership, possession and operation of the Premises, naming Lender as an additional insured thereunder, in amounts equal to or greater than \$1,000,000.00 per accident or occurrence and \$2,000,000.00 in the aggregate; and
 - (iii) Business interruption insurance or rent loss insurance (as applicable) insuring the Premises to cover the potential loss of rents for a period of at least one (1) year; and
 - (iv) Such other insurance on the Premises or any replacements or substitutions therefor and in such amounts as may from time to time be reasonably required by Lender against other insurable casualties which at the time are commonly insured against in the case of properties of similar character and location in the Birmingham, Alabama metropolitan area, due regard being given to the height and type of the improvements, their construction, location, use and occupancy, or any replacements or substitutions therefor.

If Borrower fails to procure and maintain any of the insurance required herein, Lender may, at Lender's option (without any obligation to do so), obtain such insurance coverage to protect Lender's interest in the Premises as Lender shall so determine in Lender's sole discretion. Borrower shall reimburse Lender upon demand for all costs incurred by Lender hereunder.

- (b) Lender is hereby authorized and empowered, at its option, to adjust or compromise any loss under any insurance policies maintained pursuant to this Paragraph 1.03, and to collect and receive the proceeds from any such policy or policies. So long as no Event of Default exists, Lender agrees to allow Borrower ninety (90) days from the date of such casualty to work with the insurance company to adjust or compromise any loss. Each insurance company is hereby authorized and directed to make payment for all such losses directly to Lender, instead of to Borrower and Lender jointly. In the event that any insurance company fails to disburse directly and solely to Lender but disburses instead either solely to Borrower or to Borrower and Lender jointly, Borrower agrees immediately to endorse and transfer such proceeds to Lender. Upon the failure of Borrower to endorse and transfer such proceeds as aforesaid, Lender may execute such endorsements or transfers for and in the name of Borrower and Borrower hereby irrevocably appoints Lender as Borrower's agent and attorney-in-fact so to do. Subject to Paragraph 1.06 of this Mortgage, Lender may, after deduction from said insurance proceeds of its expenses incurred in the collection and administration of such sums, including attorneys' fees, apply the net proceeds or any part thereof, at its option, (i) to the payment of the Indebtedness, whether or not due and in whatever order Lender elects, (ii) to the repair and/or restoration of the Premises, and/or (iii) for any other purposes or objects for which Lender is entitled to advance funds under this Mortgage, all without affecting the security interest created by this Mortgage; and any balance of such sums then remaining shall be paid to Borrower or the person or entity lawfully entitled thereto. Lender shall not be held responsible for any failure to collect any insurance proceeds due under the terms of any policy regardless of the cause of such failure.
- (c) Prior to the expiration date of each policy maintained pursuant to this Paragraph 1.03, a renewal or replacement thereof satisfactory to Lender shall be delivered to Lender. The delivery of any insurance policies hereunder shall constitute an assignment (to the extent assignable) of all unearned premiums as further security hereunder. In the event of the foreclosure of this Mortgage or any other transfer of title to the Premises in extinguishment or partial extinguishment of the Indebtedness, all right, title and interest of Borrower in and to all insurance policies then in force shall pass to the purchaser or to Lender, as the case may be, and Lender is hereby irrevocably appointed by Borrower as attorney-in-fact for Borrower to assign any such policy to said purchaser or to Lender, as the case may be, without accounting to Borrower for any unearned premiums thereon.

1.04 Monthly Deposits. At the option of Lender after an event of Default which is continuing and further to secure the payment of the taxes and assessments referred to in Paragraph

1.02 and the premiums on the insurance referred to in Paragraph 1.03, Borrower shall deposit with Lender, on the due date of each installment under the Note, such amounts as, in the reasonable estimation of Lender, shall be necessary to pay such charges as they become due; said deposits to be held by Lender, free of interest, and free of any liens or claims on the part of creditors of Borrower and as part of the security of Lender, and to be used by Lender to pay current taxes and assessments and insurance premiums on the Premises as the same accrue and are payable. Said deposits shall not be, nor be deemed to be, trust funds but may be commingled with the general funds of Lender. If said deposits are insufficient to pay the taxes and assessments and insurance premiums in full as the same become payable, Borrower will deposit with Lender such additional sum or sums as may be required in order for Lender to pay such taxes and assessments and insurance premiums in full.

- 1.05 Condemnation. Promptly after Borrower obtains knowledge of the institution, or the proposed, contemplated or threatened institution, of any action or proceeding for the taking through condemnation of the Premises or any part thereof (and the term "condemnation" when used in this Mortgage shall include any damage or taking by any governmental or quasi-governmental authority as well as any transfer by private sale in lieu thereof), Borrower shall notify Lender thereof, and Lender is hereby authorized, at its option, to appear in any action or proceeding relating to any condemnation. Notwithstanding the prior sentence, so long as no event of Default exists, Lender agrees to allow Borrower one hundred eighty (180) days from the date of its notice to Lender to work with the applicable governmental authority to adjust or compromise any loss. All such compensation, awards, damages, claims, rights of action and proceeds and the right thereto are hereby assigned by Borrower to Lender, and Lender is authorized, at its option, to collect and receive all such compensation, awards or damages and to give proper receipts and acquittances therefor without any obligation to question the amount of any such compensation, awards or damages. Subject to Paragraph 1.06 of this Mortgage, Lender may, after deducting from said condemnation proceeds all of its expenses incurred in the collection and administration of such sums, including attorney's fees, apply the net proceeds or any part thereof, at its option, (i) to the payment of the Indebtedness, whether or not due and in whatever order Lender elects, (ii) to the repair and/or restoration of the Premises and/or (iii) for any other purposes or objects for which Lender is entitled to advance funds under this Mortgage, all without affecting the security interest created by this Mortgage, and any balance of such sums then remaining shall be paid to Borrower or any other person or entity lawfully entitled thereto. Borrower agrees to execute such further assignments of any condemnation compensation, awards, damages, claims, rights of action and proceeds as Lender may require.

1.06 Care of Premises.

- (a) Borrower will keep the buildings, parking areas, roads and walkways, recreational facilities, landscaping and all other improvements of any kind now or hereafter erected on the Land or any part thereof in reasonably good condition and repair, normal wear and tear excepted, and will not commit any waste thereon or will not do or suffer to be done anything which would or could increase the risk of fire or

other hazard to the Premises or any other part thereof or which would or could result in the cancellation of any insurance policy carried with respect to the Premises.

- (b) If the Premises or any part thereof is damaged by fire or other cause, Borrower will give prompt written notice thereof to Lender after Borrower's becoming aware of such damage.
- (c) After reasonable notice to Borrower and subject to the rights of tenants on the Premises, Lender or its representative is hereby authorized to enter upon and inspect the Premises during normal business hours.
- (d) Borrower will promptly comply with all present and future laws, ordinances, rules and regulations of any governmental authority affecting the Premises or any part thereof.
- (e) If all or any part of the Premises shall be damaged by fire or other casualty, Borrower will promptly restore the Premises to the equivalent of its original condition or payoff the Indebtedness; and if a part of the Premises shall be damaged through condemnation, Borrower will promptly restore, repair or alter the remaining portions of the Premises in a manner satisfactory to Lender. Notwithstanding the foregoing or Paragraphs 1.03 and 1.05 above, Borrower shall not be obligated to so restore, repair or alter unless in each instance, Lender agrees to make available to Borrower (pursuant to a procedure reasonably satisfactory to Lender) all net insurance proceeds or net condemnation proceeds actually received by Lender hereunder in connection with such casualty loss or condemnation, to the extent such proceeds are required to defray the expense of such restoration, repair or alteration; provided, however, that the insufficiency of any such net insurance proceeds or net condemnation proceeds to defray the entire expense of restoration, repair or alteration shall in no way relieve Borrower of its obligation to restore, repair or alter. In the event all or any portion of the Premises shall be damaged or destroyed by fire or other casualty or by condemnation and the net insurance proceeds or net condemnation proceeds are being made available for restoration, Borrower shall promptly deposit with Lender a sum equal to the amount by which the estimated cost of the restoration of the Premises (as determined by Lender in its good faith judgment) exceeds the actual net insurance proceeds or net condemnation proceeds with respect to such damage or destruction, or payoff the Indebtedness.

1.07 Leases, Contracts, Etc.

- (a) As additional collateral and further security for the Indebtedness, Borrower does hereby assign to Lender Borrower's interest in any and all leases, tenant contracts, rental agreements, and other occupancy contracts, licenses and permits now or hereafter affecting the Premises, or any part thereof. Without first obtaining on each occasion the written approval of Lender (except as permitted in the Loan

Agreement), Borrower shall not cancel or permit the cancellation of any such lease, tenant contract, rental agreement, or other contract, license or permit, or modify any of said instruments, or accept, or permit to be made, any prepayment of any installment of rent or fees thereunder (except for cancellations in the ordinary course of Borrower's business with its tenants and except for security deposits and the usual prepayment of rent which results from the acceptance by a landlord on the first day of each month of the rent for that month and other advance payments of rent), or amend any lease tenant contract, rental agreement, or other contract, license or permit, or modify any of said instruments. Borrower shall faithfully keep and perform, or cause to be kept and performed, all of the material covenants, conditions and agreements contained in each of said instruments, now or hereafter existing, on the part of Borrower to be kept and performed and shall at all times do all things necessary to compel performance by each other party to said instruments of all material obligations, covenants and agreements by such other party to be performed thereunder.

- (b) Borrower shall not execute an assignment of the income, rents, issues or profits, or any part thereof, from the Premises unless Lender shall first consent to such assignment and unless such assignment shall expressly provide that it is subordinate to the assignment contained in this Mortgage.
- (c) Borrower shall furnish to Lender, within ten (10) days after a request by Lender to do so, a sworn statement setting forth the names of all lessees and tenants of the Premises, the terms of their respective leases, tenant contracts or rental agreements, the space occupied, and the rentals payable thereunder, and stating whether, to the best of its knowledge, any defaults, off-sets or defenses exist under or in connection with any of said leases, tenant contracts or rental agreements.
- (d) [Intentionally Deleted].
- (e) Notwithstanding any other provisions of this Mortgage, except as permitted in the Loan Agreement, Borrower shall not hereafter enter into any lease, tenant contract, rental agreement, or other contract, license or permit affecting the Premises, or any part thereof, without the prior written consent of Lender and except upon the following condition: each such instrument shall contain a provision that the rights of the parties thereunder are expressly subordinate to all of the rights and title of Lender under this Mortgage.
- (f) This Mortgage constitutes a present, absolute and unconditional assignment to Lender of all of the income, rents, issues, profits and revenues from the Premises; provided, however, that so long as there shall exist no Default, as defined in Article II below, Lender shall not demand that such income, rents, issues, profits and revenues be paid directly to Lender, and Borrower shall have a revocable license (to be revoked only upon a Default) to collect, but no more than one (1) month prior to accrual thereof, except as reflected in any applicable Lease, the

rent roll provided to Lender or as accepted in the ordinary course of business, the income, rents, issues, profits and revenues from the Premises. Upon the occurrence of any Default, such revocable license shall be, without notice or the requirement of further action by Lender, automatically revoked.

- 1.08 Security Agreement. With respect to the furniture, fixtures, machinery, equipment, appliances, and personal property referred to or described in this Mortgage, this Mortgage is hereby made and declared to be a security agreement encumbering each and every item of such property included herein as a part of the Premises, in compliance with the provisions of the Uniform Commercial Code as enacted in the State of Alabama. Upon request by Lender, at any time and from time to time, a financing statement or statements reciting this Mortgage to be a security agreement affecting all of such property shall be executed by Borrower and Lender and appropriately filed. The remedies for any violation of the covenants, terms and conditions of the security agreement contained in this Mortgage shall be (i) as prescribed herein, or (ii) as prescribed by general law, or (iii) as prescribed by the specific statutory consequences now or hereafter enacted and specified in said Uniform Commercial Code, all at Lender's sole election. Borrower and Lender agree that the filing of any such financing statement or statements in the records normally having to do with personal property shall not in any way affect the agreement of Borrower and Lender that everything used in connection the production of income from the Premises or adapted for use therein or which is described or reflected in this Mortgage, is, and at all times and for all purposes and in all proceedings, legal or equitable, shall be, regarded as part of the real estate conveyed hereby regardless of whether (i) any such item is physically attached to the improvements, (ii) serial numbers are used for the better identification of certain items capable of being thus identified in an exhibit to this Mortgage, or (iii) any such item is referred to or reflected in any such financing statement or statements so filed at any time. Similarly, the mention in any such financing statement or statements of the rights in and to (i) the proceeds of any fire and/or hazard insurance policy, or (ii) any award in eminent domain proceedings for a taking or for loss of value, or (iii) Borrower's interest as lessor in any present or future lease or rights to income growing out of the use and/or occupancy of the Premises, whether pursuant to lease or otherwise, shall not in any way alter any of the rights of Lender as determined by this Mortgage or affect the priority of Lender's security interest granted hereby or by any other recorded document, it being understood and agreed that such mention in such financing statement or statements is solely for the protection of Lender in the event any court shall at any time hold with respect to the foregoing clauses (i), (ii) or (iii) of this sentence, that notice of Lender's priority of interest, to be effective against a particular class of persons, must be filed in the Uniform Commercial Code records.
- 1.09 Further Assurances; After-Acquired Property. At any time, and from time to time, upon written request by Lender, Borrower will make, execute and deliver, or cause to be made, executed and delivered, to Lender and, where appropriate, cause to be recorded and/or filed and from time to time thereafter to be re-recorded and/or refiled at such time and in such offices and places as shall be deemed desirable by Lender, any and all such other and further deeds to secure debt, mortgages, deeds of trust, security agreements, financing statements, continuation statements, instruments of further assurance,

certificates, and other documents as may, in the reasonable opinion of Lender, be necessary in order to effectuate, complete or perfect, or to continue and preserve (a) the obligation of Borrower under the Note and under this Mortgage and (b) the security interest created by this Mortgage as a first and prior security interest upon and security title in and to all of the Premises, whether now owned or hereafter acquired by Borrower. Upon any failure by Borrower to do so, Lender may make, execute, record, file, re-record and/or refile any and all such instruments to secure debt, security agreements, financing statements, continuation statements, instruments, certificates and documents for and in the name of Borrower and Borrower hereby irrevocably appoints Lender the agent and attorney-in-fact of Borrower so to do. The security title of this Mortgage and the security interest created hereby will automatically attach, without further act, to all after-acquired property of Borrower attached to and/or used in the operation of the Premises or any part thereof.

- 1.10 Expenses. All attorney's fees, costs and expenses reasonably incurred by Lender in any suit, action, legal proceeding or dispute of any kind in which Lender is made a party, affecting the Indebtedness, this Mortgage, or the Premises, shall be added to the Indebtedness and shall be secured by this Mortgage.
- 1.11 Estoppel Affidavits. Borrower and Lender shall, upon ten (10) business days' prior written notice from the other, furnish to the other a written statement, duly acknowledged, setting forth the unpaid principal of, and interest on, the Indebtedness, stating whether or not any Defaults, offsets or defenses exist with respect to the Indebtedness, or any portion thereof, and, if such Defaults, offsets or defenses exist, stating in detail the specific facts relating to each thereof.
- 1.12 Subrogation. To the full extent of the Indebtedness, Lender is hereby subrogated to the liens, claims and demands, and to the rights of the owners and holders of each and every lien, claim, demand and other encumbrance on the Premises which is paid or satisfied, in whole or in part, out of the proceeds of the Indebtedness, and the respective liens, claims, demands and other encumbrances shall be, and each of them is hereby, preserved and shall pass to and be held by Lender as additional collateral and further security for the Indebtedness, to the same extent they would have been preserved and would have been passed to and held by Lender had they been duly and legally assigned, transferred, set over and delivered unto Lender by assignment, notwithstanding the fact that any instrument providing public notice of the same may be satisfied and canceled of record.
- 1.13 Books, Records, Accounts and Annual Reports. Borrower shall keep and maintain or shall cause to be kept and maintained, at Borrower's cost and expense and in accordance with generally accepted accounting standards consistently applied, or such other accounting methodology approved by Lender, proper and accurate books, records and accounts reflecting all items of income and expense in connection with the operation of the Premises. Lender, by Lender's agents, accountants and attorneys, after reasonable notice to Borrower, shall have the right from time to time to examine such books, records and accounts at the office of Borrower or such other person or entity maintaining such books, records and accounts, to make copies or extracts thereof as Lender shall desire and

to discuss Borrower's affairs, finances and accounts with Borrower and with the officers and principals of Borrower, at such reasonable times as may be requested by Lender.

- 1.14 Limit of Validity. If from any circumstances whatsoever, fulfillment of any provision of this Mortgage or of the Note, at the time performance of such provision shall be due, shall involve transcending the limit of validity presently prescribed by any applicable usury statute or any other applicable law, with regard to obligations of like character and amount, then, ipso facto, the obligation to be fulfilled shall be reduced to the limit of such validity, so that in no event shall any exaction be possible under this Mortgage or under the Note that is in excess of the current limit of such validity, but such obligation shall be fulfilled to the limit of such validity. The provisions of this Paragraph shall control every other provision of this Mortgage and of the Note.
- 1.15 Use and Management of Premises. Borrower shall at all times use the Premises in conformance with all federal, state and local laws, ordinances, orders, rules and regulations. Borrower shall not be permitted to abandon the Premises without the prior written consent of Lender.
- 1.16 Conveyance of Premises. Borrower hereby acknowledges to Lender that (a) the identity and expertise of Borrower were and continue to be material circumstances upon which Lender has relied in connection with, and which constitute valuable consideration to Lender for, the extending to Borrower of the indebtedness evidenced by the Note and (b) any change in such identity or expertise could materially impair or jeopardize the security for the payment of the Note granted to Lender by this Mortgage. Borrower hereby covenants and agrees with Lender, as part of the consideration for the extending to Borrower of the indebtedness evidenced by the Note, that Borrower shall not encumber, pledge, convey, transfer or assign any or all of its interest in the Premises without the prior written consent of Lender (other than tenant leases in the ordinary course of business), and, if Borrower is a corporation, partnership, limited liability company or other artificial entity, there shall be no encumbrance, pledge, conveyance, transfer or assignment of any legal or beneficial interest whatsoever in Borrower, except with regard to Permitted Transfers (as hereinafter defined) without the prior written consent of Lender, provided that control of Borrower shall not change and, provided further, that Borrower shall provide notice to Lender of such transfer within ten (10) days after such transfer. Such consent of Lender may be given or withheld by Lender in its sole discretion. For purposes of this Section 1.16, "Permitted Transfers" shall mean (i) transfers of interests in Borrower by and among Borrower's members and/or their affiliates, (ii) one or a series of transfers of up to twenty percent (20%) (in the aggregate) of the interests in Borrower, and (iii) transfers of direct or indirect interests in Borrower's members and/or their affiliates, provided that any transfer under parts (i), (ii), or (iii) of this sentence does not result in a change of control of Borrower. Permitted Transfers" shall also include each of the following (with terms not defined herein having the meanings respectively ascribed to them in the Loan Agreement): (x) A Transfer of membership interests in the Sole Member among BV Member, Sponsor Member or their respective affiliates or the removal of Sponsor Member as the operating member of the Sole Member, so long as following such event either the Sponsor Member or the BV

Member, directly or indirectly, controls the Borrower and owns at least fifty-one percent (51%) of the voting and beneficial membership interests in Sole Member, provided that if such Transfer would result in Sponsor Member ceasing to own any remaining interest in Sole Member, as a condition thereto BV Member shall have provided Lender with a satisfactory replacement carveout guaranty or (y) a Transfer of direct or indirect membership interests in BV Member so long as following such transfer, Blue Vista Capital Management LLC directly or indirectly controls BV Member. As used herein, "Transfer" shall mean a sale, assignment, conveyance, pledge, hypothecation, or encumbrance. The consent by Lender to any sale, transfer, pledge, encumbrance, creation of a security interest in, or other hypothecation of, any portion of the Premises shall not be deemed to constitute a novation or a consent to any further sale, transfer, pledge, encumbrance, creation of a security interest in or other hypothecation, or to waive the right of Lender, at its option, to declare the Indebtedness immediately due and payable, without notice to Borrower or any other person or entity, upon any such sale, transfer, pledge, encumbrance, creation of a security interest or other hypothecation to which Lender shall not have consented. Borrower shall promptly notify Lender of any pledge, conveyance, transfer or assignment of any legal or beneficial interest in Borrower whatsoever, including Permitted Transfers, and, with respect to any transferee which will hold directly or indirectly, at least twenty percent (20%) of the ownership interests in Borrower as a result of such transfer, Borrower shall provide Lender with such information as required by Lender to identify the members of Borrower in accordance with the Patriot Act and any other regulatory requirements.

- 1.17 Acquisition of Collateral. Without the prior written consent of Lender, Borrower shall not acquire any portion of the personal property covered by this Mortgage subject to any security interest, conditional sales contract, title retention arrangement or other charge or lien taking precedence over the security title and lien of this Mortgage.

ARTICLE II

- 2.01 Default. The terms "Default" or "Defaults", wherever used in this Mortgage, shall mean any one or more of the following events:
- (a) Failure by Borrower to pay as and when due and payable any portion of the Indebtedness; or
 - (b) Failure by Borrower duly to observe or perform any other term, covenant, condition or agreement of this Mortgage; or
 - (c) Failure by Borrower duly to observe or perform any term, covenant, condition or agreement in any loan agreement, assignment of leases or any other agreement now or hereafter evidencing, securing or otherwise relating to the Note or this Mortgage or the Indebtedness; or

- (d) The occurrence of a default or event of default under any loan agreement, assignment of leases or any other agreement now or hereafter evidencing, securing or otherwise relating to the Note or this Mortgage or the Indebtedness; or
- (e) Any representation, warranty or statement of Borrower or of any co-maker, endorser, surety or guarantor of or person or entity having pledged collateral for the Note (individually and collectively "Guarantor") contained in this Mortgage, or in any loan agreement, assignment of leases or any other agreement now or hereafter evidencing, securing or otherwise relating to the Note or this Mortgage or the Indebtedness proves to be untrue or misleading in any material respect, and such false or misleading representation or warranty adversely impacts the ability of Borrower, in Lender's reasonable judgment, to satisfy its payment obligations pursuant to the Loan; or
- (f) The filing by Borrower or any Guarantor of the Note of a voluntary petition in bankruptcy or the filing by Borrower or any Guarantor of any petition or answer seeking or acquiescing in any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief for itself under any present or future federal, state or other law or regulation relating to bankruptcy, insolvency or other relief for debtors, or Borrower's or any Guarantor's seeking or consenting to or acquiescing in the appointment of any trustee, receiver or liquidator of Borrower, such Guarantor, or of all or any substantial part of the Premises or of any other property or assets of Borrower, such Guarantor, or of any or all of the income, rents, issues, profits or revenues thereof, or the making by Borrower, or any Guarantor of any general assignment for the benefit of creditors, or the admission in writing by Borrower or any Guarantor of its inability to pay its debts generally as they become due or the commission by Borrower of an act of bankruptcy; or
- (g) The filing of a petition against Borrower or any Guarantor of the Note, seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future federal, state or other law or regulation relating to bankruptcy, insolvency or other relief for debtors, or the appointment of any trustee, receiver or liquidator of Borrower, or of any Guarantor or of all or any substantial part of the Premises or of any or all of the income, rents, issues, profits or revenues thereof unless such petition shall be dismissed within ninety (90) days after such filing, but in any event prior to the entry of a final order, judgment or decree approving such petition; or
- (h) The Premises are subjected to actual or threatened material waste, or any material part thereof is removed, demolished or altered without the prior written consent of Lender; or
- (i) Borrower or any Guarantor of the Note (if a corporation or limited liability company) is liquidated or dissolved or its charter expires or is revoked, or Borrower or any Guarantor (if a partnership or business association) is dissolved

or partitioned, or Borrower or any Guarantor (if a trust) is terminated or expires, or Borrower or any Guarantor (if an individual) dies and a substitute Guarantor acceptable to Lender, in Lender's sole discretion, is not provided to Lender within ninety (90) days after such death; or

- (j) Any suit shall be filed against Borrower, which is adversely determined, could reasonably be expected substantially to impair the ability of Borrower to perform each and every one of its obligations under this Mortgage and under any loan agreement, assignment of leases or any other agreement now or hereafter evidencing, securing or otherwise relating to the Note or the Indebtedness; or
- (k) A levy shall be made under any process on the Premises or any part thereof or any other property of Borrower and not be released (by payment, bonding or otherwise) within sixty (60) days after the date of such levy; or
- (l) Any Guarantor of the Note shall fail to comply with any or all of its obligations under any guaranty agreement or other agreement evidencing, securing or otherwise relating to the Note or the Indebtedness (subject to applicable notice and cure periods); or
- (m) Any bona-fide assertion of a claim of priority to this Mortgage shall have been made in any legal or equitable proceeding.

2.02 Acceleration of Maturity. If a Default shall have occurred, then (subject to the provisions of this Mortgage relating to Borrower's rights to notice of default and opportunity to cure) the entire Indebtedness shall, at the option of Lender, immediately become due and payable, and no omission on the part of Lender to exercise such option when entitled to do so shall be construed as a waiver of such right.

2.03 Right to Perform Mortgagor's Covenants. If Borrower shall Default in the payment, performance or observance of any term, covenant or condition of this Mortgage, Lender may pay, perform or observe the same, and all payments made or costs or expenses incurred by Lender in connection with said Default shall be secured by this Mortgage and shall be, without demand, immediately repaid by Borrower to Lender with interest thereon at the Default Rate provided in the Note. Notwithstanding the foregoing, it is specifically understood and agreed that in the event the Premises, or the security interest of Lender in the Premises, is endangered by such Default, Lender may act, as set forth in this Mortgage, immediately upon such Default and prior to the expiration of said periods to cure Default. Lender shall be the sole judge of the necessity for any such actions and of the amounts to be paid. Lender is empowered to enter and to authorize others to enter upon the Premises or any part of the Premises for the purpose of performing or observing any such term, covenant or condition which is in Default without becoming liable to Borrower or any person in possession holding under Borrower.

2.04 Right to Enter and Take Possession.

(a) If a Default shall have occurred, prior or subsequent to the institution of any foreclosure proceedings, Borrower, upon demand of Lender, shall forthwith surrender to Lender the actual possession of the Premises, subject to the rights of tenants, and if and to the extent permitted by law Lender, or by such officers or agents as Lender may appoint, may enter and take possession of all of the Premises without the appointment of a receiver, or an application for a receiver, and may exclude Borrower and the agents and employees of Borrower from the Premises, and may have joint access with Borrower to the books, papers and accounts of Borrower.

(b) If Borrower shall for any reason fail to surrender or deliver the Premises or any part of the Premises after such demand by Lender, Lender may obtain a judgment or decree conferring upon Lender the right to immediate possession or requiring Borrower to deliver immediate possession of the Premises to Lender, and Borrower specifically covenants and agrees that Borrower shall not oppose, contest or otherwise hinder or delay Lender in any action or proceeding by Lender to obtain such judgment or decree, including reasonable compensation to Lender, including Lender's reasonable attorneys' fees actually incurred, and all such expenses and compensation shall, until paid, become part of the Indebtedness and shall be secured by this Mortgage.

(c) Upon every such entering upon or taking of possession, Lender may hold, store, use, operate, manage and control the Premises and conduct business from the Premises, and, from time to time, (1) make all necessary and proper maintenance, repairs, renewals, replacements, additions, betterments and improvements to the Premises and purchase or otherwise acquire additional fixtures, personalty and other property; (2) insure or keep the Premises insured; (3) manage and operate the Premises and exercise all rights and powers of Borrower to the same extent as Borrower could in the name of Borrower or otherwise act with respect to the same; and (4) enter into any and all agreements with respect to the exercise by others of any of the powers granted in this Mortgage to Lender, all as Lender from time to time may determine to be in the best interest of Lender. Lender may collect and receive all the income, rents, issues, profits and revenues from the Premises, including those past due as well as those accruing, and Lender may apply any moneys and proceeds received by Lender, in whatever order or priority Lender in the sole discretion of Lender may determine, to the payment of (i) all expenses of taking, holding, managing and operating the Premises (including compensation for the services of all persons employed for such purposes); (ii) the cost of all such maintenance, repairs, renewals, replacements, additions, betterments, improvements, purchases and acquisitions; (iii) the costs of such insurance; (iv) such taxes, assessments and other similar charges as Lender may at the option of Lender pay; (v) other proper charges upon the Premises or any part of the Premises; (vi) the reasonable compensation, expenses and disbursements of the attorneys and agents of Lender; (vii) accrued interest; (viii) deposits required under this Mortgage; or (ix) overdue installments of principal. Anything in this Mortgage to the contrary notwithstanding, Lender shall not be obligated to discharge or perform the duties of a landlord to any tenant or incur any liability as the result of any exercise by Lender of the rights of Lender under this Mortgage, and Lender shall be liable to account only for the rents, incomes, issues, profits and revenues actually received by Lender.

(d) In the event that all such interest, deposits and principal installments and other sums due under any of the terms, covenants, conditions and agreements of this Mortgage shall be paid and all Defaults shall be cured, and as a result Lender surrenders possession of the Premises to Borrower, the same right of taking possession shall continue to exist if any subsequent Default shall occur.

2.05 Receiver. If a Default shall have occurred, Lender, upon application to a court of competent jurisdiction, shall be entitled as a matter of strict right, without notice and without regard to the adequacy or value of any security for the Indebtedness or the solvency of any party bound for the payment of the Indebtedness, to the appointment of a receiver to take possession of and to operate the Premises and to collect and apply the incomes, rents, issues, profits and revenues from the Premises. The receiver shall have all of the rights and powers permitted under the laws of the State of Alabama. Borrower shall pay to Lender upon demand all reasonable expenses, including the receiver's fees, attorneys' fees, costs and agents' compensation, incurred pursuant to the provisions of this Section 2.05, and any such amounts paid by Lender shall be added to the Indebtedness and shall be secured by this Mortgage.

2.06 Enforcement, Foreclosure, and Power of Sale.

(a) If a Default shall have occurred, Lender, at the option of Lender, with or without taking possession of the Premises, may sell the Premises before the door of the courthouse of the county in which the Land is situated, at public outcry to the highest bidder, for cash, after advertising the time, place and terms of sale, together with a description of the property being sold, by publication once a week for three (3) consecutive weeks preceding such sale in a newspaper of general circulation published in said county. At any such public sale, upon the payment of the purchase money, Lender or any person conducting said sale for Lender, is authorized to execute and deliver to the purchaser a deed conveying the Premises so sold, subject to the Permitted Title Exceptions, and to this end Borrower constitutes and appoints Lender the agent and attorney-in-fact of Borrower to make such sale and conveyance, and to divest Borrower of all right, title and equity that Borrower may have in and to the Premises and to vest the same in the purchaser or purchasers at such sale or sales, and all the acts and doings of said agent and attorney-in-fact are ratified and confirmed and any recitals in said conveyance or conveyances as to facts essential to a valid sale shall be binding upon Borrower. The aforesaid power of sale and agency granted are coupled with an interest and are irrevocable by death or otherwise, are granted as cumulative of the other remedies provided in this Mortgage or by law for collection of the Indebtedness and shall not be exhausted by one exercise of said remedy but may be exercised until full payment of all the Indebtedness. In the event of any sale under this Mortgage by virtue of the exercise of the powers granted in this Mortgage, or pursuant to any order in any judicial proceeding or otherwise, the Premises may be sold as an entirety or in separate parcels and in such manner or order as Lender in the sole discretion of Lender may elect, and if Lender so elects, Lender may sell the personal property covered by this Mortgage at one or more separate sales in any manner permitted by the Uniform Commercial Code of the

State of Alabama, and one (1) or more exercises of the powers granted in this Mortgage shall not extinguish nor exhaust such powers, until the entire Premises are sold or the Indebtedness is paid in full. If the Indebtedness is further secured by any chattel mortgages, pledges, contracts of guaranty, assignments of lease or other security instruments, Lender may at the option of Lender exhaust the remedies granted under any of said security instruments either concurrently or independently, and in such order as Lender may determine. The presence of any of the Premises at the place of sale is expressly waived.

(b) If a Default shall have occurred, Lender may, in addition to and not in abrogation of the rights covered under this Mortgage, either with or without entry or taking possession as provided in this Mortgage or otherwise, proceed by a suit or suits in law or in equity or by any other appropriate proceeding or remedy (i) to enforce payment of the Note to the extent permitted by the Note and (ii) to pursue any and all other remedies available to Lender, all as Lender at the sole discretion of Lender shall elect. As to such, Borrower waives all rights of homestead exemption under the law and agrees to pay reasonable attorneys' fees actually incurred for the collection of the Note.

(c) In any action to foreclose the lien hereof, there shall be allowed and included as additional indebtedness all expenditures and expenses which may be paid or incurred by or on behalf of Lender for reasonable attorneys' fees, appraisers' fees, publication costs, costs of procuring all such abstracts of title, title searches and examinations, title insurance policies, and similar date and assurance with respect to the title, and all other such costs or expenses as Lender may deem reasonably necessary in connection with the exercise of any right or remedy hereunder. All the expenditures and expenses of the nature mentioned in this paragraph and such other expenses and fees as may be incurred in the enforcement of Borrower's obligations hereunder, the protection of said Premises and the maintenance of the lien of this Mortgage, including reasonable attorneys' fees in any litigation or proceeding affecting this Mortgage, the Note, or the Premises, including probate and bankruptcy proceedings, or in preparations for the commencement or defense of any proceeding or threatened suit or proceeding (to the extent Lender prevails) shall be immediately due and payable by Borrower, with interest thereon until paid at the Default Rate, as defined in the Note, and shall be secured by this Mortgage.

2.07 Purchase by Lender. Upon any foreclosure sale or sales of all or any portion of the Premises under the power herein granted in this Mortgage, Lender or the nominee of Lender may bid for and purchase the Premises and shall be entitled to apply all or any part of the Indebtedness as a credit to the purchase price.

2.08 Application of Proceeds of Sale. In the event of a foreclosure or a sale of all or any portion of the Premises under the power herein granted, the proceeds of said sale shall be applied, in whatever order Lender in its sole discretion may decide, to the expenses of such sale and of all proceedings in connection therewith, including attorneys' fees, to insurance premiums, liens, assessments, taxes and charges including utility charges advanced by Lender, to payment of the outstanding principal balance of the Indebtedness,

or to the accrued interest on all of the foregoing; and the remainder, if any, shall be paid to Borrower, or to the person or entity lawfully entitled thereto.

- 2.09 Borrower as Tenant Holding Over. In the event of any such foreclosure sale or sales under the power herein granted, Borrower shall be deemed a tenant holding over and shall forthwith deliver possession to the purchaser or purchasers at such sale or be summarily dispossessed according to provisions of law applicable to tenants holding over.
- 2.10 Waiver of Appraisalment, Valuation, etc. Borrower, for itself and all who may at any time claim through or under it, hereby waives to the full extent that it may lawfully so do, any and all right to have the assets subject to the lien, security interest or security title of this Mortgage marshaled or appraised prior to any foreclosure or sale under the power herein granted.
- 2.11 Waiver of Homestead. Borrower hereby waives and renounces all homestead and exemption rights provided for by the Constitution and the laws of the United States and of any state, in and to the Premises as against the collection of the Indebtedness, or any part hereof.
- 2.12 Leases. Lender, at its option, is authorized to foreclose this Mortgage subject to the rights of any tenants of the Premises, and the failure to make any such tenants parties to any such foreclosure proceedings and to foreclose their rights will not be, nor be asserted to be by Borrower, a defense to any proceedings instituted by Lender to collect the Indebtedness.
- 2.13 Discontinuance of Proceedings. In case Lender shall have proceeded to enforce any right, power or remedy under this Mortgage by foreclosure, entry or otherwise, or in the event Lender commences advertising of the intended exercise of the sale under power provided hereunder, and such proceeding or advertisement shall have been withdrawn, discontinued or abandoned for any reason, or shall have been determined adversely to Lender, then in every such case Borrower and Lender shall be restored to their former positions and rights, and all rights, powers and remedies of Lender shall continue as if no such proceeding had been taken and no such advertising had been commenced.
- 2.14 Remedies Cumulative. No right, power or remedy conferred upon or reserved to Lender by this Mortgage is intended to be exclusive of any other right, power or remedy, but each and every such right, power and remedy shall be cumulative and concurrent and shall be in addition to any other right, power and remedy given hereunder or now or hereafter existing at law, in equity or by statute.
- 2.15 No Waiver by Lender. No delay or omission by Lender or by any holder of the Note to exercise any right, power or remedy accruing upon any breach or Default shall exhaust or impair any such right, power or remedy or shall be construed to be a waiver of any such breach or Default, or acquiescence therein, and every right, power and remedy given by this Mortgage to Lender may be exercised from time to time and as often as may be

deemed expedient by Lender. No consent or waiver, expressed or implied, by Lender to or of any breach or Default by Borrower in the performance of the obligations of Borrower hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or Default in the performance of the same or any other obligations of Borrower hereunder. Failure on the part of Lender to complain of any act or failure to act or to declare a Default, irrespective of how long such failure continues, shall not constitute a waiver by Lender of its rights hereunder or impair any rights, powers or remedies of Lender hereunder.

- 2.16 Waiver of Borrower's Rights. BY EXECUTION OF THIS MORTGAGE, BORROWER EXPRESSLY: (A) ACKNOWLEDGES THE RIGHT OF LENDER TO ACCELERATE THE INDEBTEDNESS EVIDENCED BY THE NOTE AND ANY OTHER INDEBTEDNESS AND THE POWER OF ATTORNEY GIVEN HEREIN TO LENDER TO SELL THE PREMISES BY NONJUDICIAL FORECLOSURE UPON DEFAULT BY BORROWER WITHOUT ANY JUDICIAL HEARING AND WITHOUT ANY NOTICE OTHER THAN SUCH NOTICE AS IS SPECIFICALLY REQUIRED TO BE GIVEN UNDER THE PROVISIONS OF THIS MORTGAGE; (B) WAIVES ANY AND ALL RIGHTS WHICH BORROWER MAY HAVE UNDER THE CONSTITUTION OF THE UNITED STATES OF AMERICA (INCLUDING, WITHOUT LIMITATION, THE FIFTH AND FOURTEENTH AMENDMENTS THEREOF), THE VARIOUS PROVISIONS OF THE CONSTITUTIONS FOR THE SEVERAL STATES, OR BY REASON OF ANY OTHER APPLICABLE LAW, (1) TO NOTICE AND TO JUDICIAL HEARING PRIOR TO THE EXERCISE BY LENDER OF ANY RIGHT OR REMEDY HEREIN PROVIDED TO LENDER, EXCEPT SUCH NOTICE AS IS SPECIFICALLY REQUIRED TO BE GIVEN UNDER THE PROVISIONS OF THIS MORTGAGE AND (2) TO THE EXTENT PERMITTED BY APPLICABLE LAW, CONCERNING THE APPLICATION, RIGHTS OR BENEFITS OF ANY STATUTE OF LIMITATION OR ANY MORATORIUM, REINSTATEMENT, MARSHALLING, FORBEARANCE, APPRAISEMENT, VALUATION, STAY, EXTENSION, HOMESTEAD, EXEMPTION OR REDEMPTION LAWS; (C) ACKNOWLEDGES THAT BORROWER HAS READ THIS MORTGAGE AND ANY AND ALL QUESTIONS OF BORROWER REGARDING THE LEGAL EFFECT OF THIS MORTGAGE AND ITS PROVISIONS HAVE BEEN EXPLAINED FULLY TO BORROWER, AND BORROWER HAS CONSULTED WITH COUNSEL OF BORROWER'S CHOICE PRIOR TO EXECUTING THIS MORTGAGE; AND (D) ACKNOWLEDGES THAT ALL WAIVERS OF THE AFORESAID RIGHTS OF BORROWER HAVE BEEN MADE KNOWINGLY, INTENTIONALLY AND WILLINGLY BY BORROWER AS PART OF A BARGAINED FOR LOAN TRANSACTION.

ARTICLE III

- 3.01 Successors and Assigns. This Mortgage shall inure to the benefit of and be binding upon Borrower and Lender and their respective heirs, executors, legal representatives, successors, successors-in-title and assigns. Whenever a reference is made in this Mortgage to "Borrower" or "Lender", such reference shall be deemed to include a

reference to the heirs, executors, legal representatives, successors, successors-in-title and assigns of Borrower and Lender, as the case may be. The provisions of this Paragraph 3.01 are subject to the restrictions on transfer contained in Paragraph 1.16.

- 3.02 Terminology. All personal pronouns used in this Mortgage whether used in the masculine, feminine, or neuter gender, shall include all other genders; the singular shall include the plural, and vice versa. Titles of articles and paragraphs are for convenience only and neither limit nor amplify the provisions of this Mortgage.
- 3.03 Severability. If any provisions of this Mortgage or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Mortgage and the application of such provisions to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.
- 3.04 Applicable Law. This Mortgage shall be interpreted, construed and enforced according to the laws of the State of Alabama.
- 3.05 Notices. Any and all notices, elections or demands permitted or required to be made under this Mortgage shall be in writing, signed by the party giving such notice, election or demand, and shall be delivered personally, or sent by recognized overnight delivery service (such as Federal Express or UPS), or sent by registered or certified United States mail, postage prepaid, to the other party at the address set forth below, or at such other address as may have theretofore been designated by written notice delivered in the manner aforesaid. The date of personal delivery (by courier or overnight delivery) or the second (2nd) day following the date of mailing, as the case may be, shall be the date of delivery of any such notice, election or demand. For the purposes of this Mortgage:

The address of Borrower is:

MBN 500-1200 Buildings, LLC
MBN 300 Building, LLC
445 Bishop Street, Suite 100
Atlanta, Georgia 30318
Attn: Steve Martin

With a copy to:

Morris Manning & Martin, LLP
1600 Atlanta Financial Center
3343 Peachtree Road, NE
Atlanta, Georgia 30326
Attn: Mark A. Block

And to:

Blue Vista Capital Management, LLC
353 North Clark Street, Suite 730
Chicago, IL 60654
Attn: Brandon Honey and Olof Anderson

The address of Lender is:

Southern States Bank
4045 Orchard Road, SE, Suite 510
Atlanta, Georgia 30080
Attn: Will Rivenbark, Senior Vice President

With a copy to:

McClure & Kornheiser, LLC
6400 Powers Ferry Road, Suite 150
Atlanta, Georgia 30339
Attn: Tracey Harton Poole, Esq.

- 3.06 Due on Sale. In the event Borrower sells all or any portion of the Land, the entire Indebtedness shall immediately become due and payable.
- 3.07 Time of the Essence. Time is of the essence with respect to each and every covenant, agreement and obligation of Borrower under this Mortgage, the Note and any and all other instruments now or hereafter evidencing, securing or otherwise relating to the Indebtedness.
- 3.08 Notice and Right to Cure. Notwithstanding anything contained in the Note, the Loan Agreement, this Mortgage, or any of the other Loan Documents (as defined in the Note) to the contrary, the terms of this Paragraph 3.08 shall control. In the event of the occurrence of a Default which consists solely of the failure to make any payment required by the Note or any of the documents related to the Note, Lender will not, on account of said Default, exercise any of Lender's remedies under any of the Loan Documents (or under law), including, without limitation, acceleration of the Indebtedness, if, within five (5) days of the date of mailing by Lender of notice of said monetary Default to Borrower that such payment is past due, Borrower makes such payment, in which case the Default shall be deemed cured. In the event of the occurrence of a Default, other than a Default consisting solely of the failure to make any payment required by any one or more of the Loan Documents as and when due as herein or therein provided (hereinafter sometimes referred to as a "non-monetary Default"), Lender will not, on account of said non-monetary Default, exercise any of Lender's remedies under any of the Loan Documents (or under law), if, within thirty (30) days of the date of mailing by Lender of notice of said non-monetary Default to Borrower, Borrower fully cures said non-monetary Default to the satisfaction of Lender; provided, however that if such non-monetary Default cannot reasonably be cured within said thirty (30) day period, then Lender will not exercise any of Lender's remedies so long as Borrower commences to cure such non-monetary Event of Default within the foregoing thirty (30) day period and diligently prosecutes such cure to completion, not to exceed an additional sixty (60) days. Notwithstanding anything contained herein or in any of the other Loan Documents, in no event shall the foregoing provisions of this Paragraph 3.08 relate to any provision of this Mortgage or any of the other Loan Documents which require the Note to be paid at its stated maturity date, any restrictions on the transfer of the Premises, or the maintenance of any insurance (and timely payment of the premiums thereon) as to which, in each instance, no such grace period or notice to Borrower shall be applicable.

- 3.09 Insurance and Condemnation Proceeds. Notwithstanding anything contained in this Deed to the contrary, and so long as there is then no Default existing and continuing under this Deed, and further subject to the other terms and conditions of this Deed, Lender agrees that net insurance proceeds or condemnation awards will be made available to Borrower for restoration of the affected Premises provided that:
- (a) Within ninety (90) days of a casualty or condemnation, Borrower shall notify Lender of Borrower's intention to use the proceeds to repair or restore the Premises to as nearly as practicable their condition immediately prior to the casualty or condemnation; and
 - (b) Lender shall have determined, in its reasonable judgment, that the repair and restoration can be completed within six (6) months and that sufficient funds (including the proceeds) are available or committed on terms satisfactory to Lender to complete and pay for the restoration and repair of the Premises in accordance with all then applicable building code requirements and such funds (including the proceeds) shall be delivered to and held by Lender during the course of such repair and restoration for administration in accordance with the provisions of this paragraph; and
 - (c) Borrower shall have deposited with Lender an amount determined by Lender, in its sole but reasonable discretion, to be sufficient to cover any short-fall between the amount of insurance proceeds or condemnation awards actually received and the actual cost of the repair and restoration of the Premises; and
 - (d) Such proceeds or awards are used solely for the restoration of the Premises; and
 - (e) Such proceeds or awards will be disbursed by Lender to Borrower subject to construction loan disbursement procedures reasonably satisfactory to Lender; and
 - (f) Such casualty loss or condemnation does not occur during the last six (6) months of the term of the Note; and
 - (g) Borrower shall furnish to Lender plans and specifications for the repair or restoration of the Premises reasonably satisfactory to Lender; and
 - (h) Business interruption or rent loss insurance or other funds available to Borrower shall be dedicated and sufficient to pay during the period required to restore or repair the Premises, the required payments of principal and interest on the Note and all unabated operating expenses of the Premises; and
 - (i) The general contractor selected by Borrower to perform the work of repairing or restoring the Premises (the "Contractor") shall be approved by Lender in its reasonable discretion and the contract between Borrower and the Contractor, the

Contractor's financial statements and an estimated progress schedule shall be submitted to, and approved by Lender in its reasonable discretion.

- 3.10 Appraisals. Upon the occurrence of a Default which is then continuing, Lender, at its option, may obtain, at Borrower's sole cost and expense, an appraisal of the Premises prepared in accordance with Lender's instructions by an appraiser acceptable to and engaged by Lender during the term of this Mortgage. The cost of each such appraisal shall be payable by Borrower to Lender on demand.
- 3.11 Operating Accounts. Borrower agrees to maintain Borrower's primary operating accounts with Lender while the Indebtedness remains outstanding.
- 3.12 Attorneys' Fees. Notwithstanding any other provision in this Mortgage or any other Loan Document to the contrary, if Borrower is required to pay any or all of Lender's attorney fees and expenses, Borrower's responsibility for such attorney fees shall be based on the actual expenses and the actual amount of time expended at the reasonable and customary hourly rates of attorneys and paralegals for time actually spent without giving effect to any statutory presumptions that may then be in effect.


[SIGNATURE ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Borrower has caused this Mortgage to be duly executed under seal as of the day and year first above written.

BORROWER:

Signed, sealed and delivered
in the presence of:

MBN 500-1200 BUILDINGS, LLC, a
Delaware limited liability company


Printed Name: Mary Jo Sheeran

By: BV/SDM Meadow Brook North, LLC,
a Delaware limited liability company,
its Sole Member


Printed Name: Tatiana Chernoff

By: SDM MBN Investors, LLC, a
Georgia limited liability company,
its Operating Member

By: McEachern Investments, LLC, a
Georgia limited liability
company, its Manager

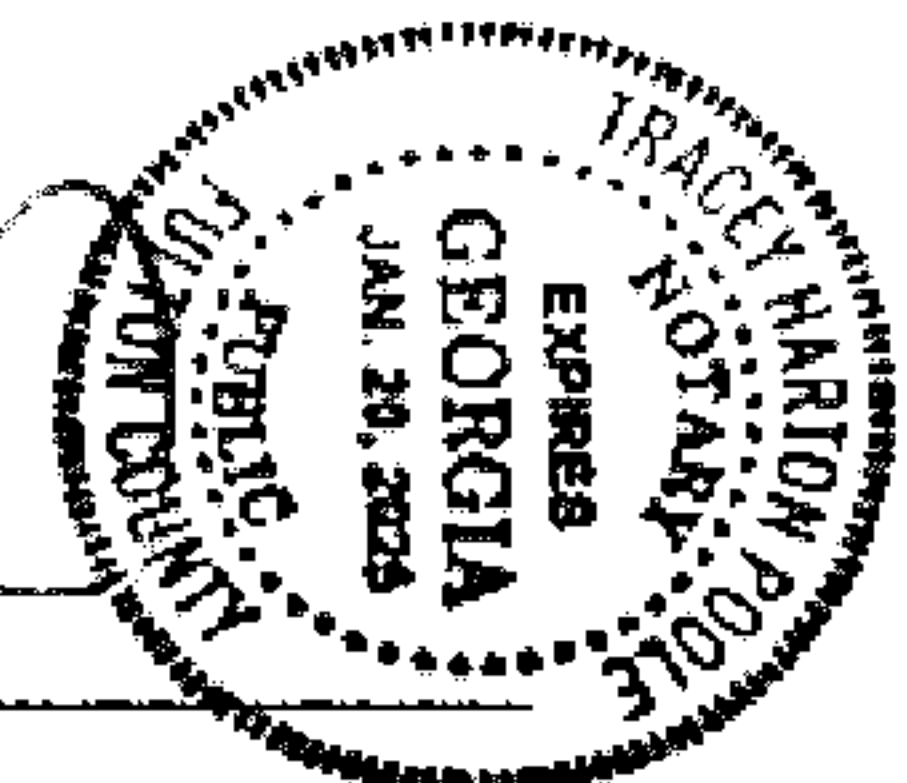
By:  (Seal)
Steven D. Martin, Manager

STATE OF GA
COUNTY OF Fulton

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that Steven D. Martin, whose name as Manager of McEachern Investments, LLC, a Georgia limited liability company, as Manager of SDM MBN Investors, LLC, a Georgia limited liability company, as Operating Member of BV/SDM Meadow Brook North, LLC, a Delaware limited liability company, as Sole Member of MBN 500-1200 BUILDINGS, 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 the instrument, he, as said officer thereof, and with full authority, executed the same voluntarily for and as the act of said MBN 500-1200 BUILDINGS, LLC, acting in its capacity as Manager of said limited liability company for and as the act of said limited liability company.

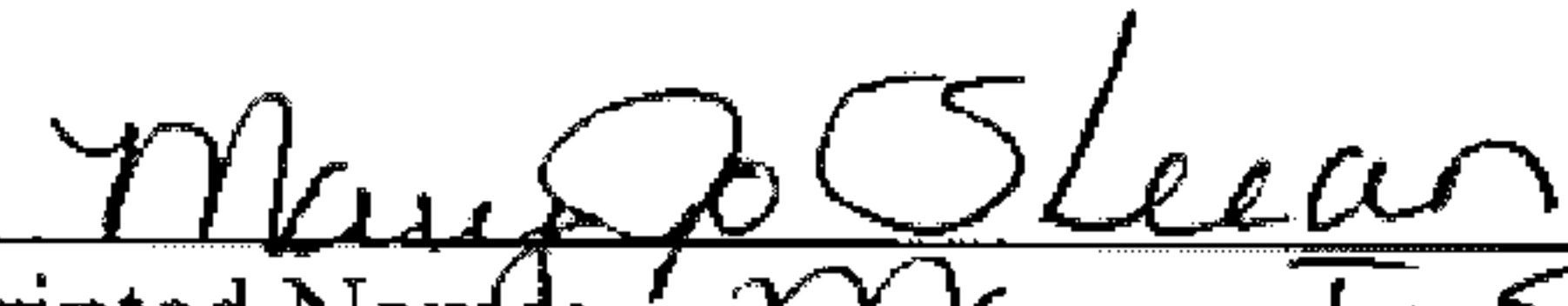
Given under my hand and seal this 26th day of October, 2021.



Notary Public
My Commission Expires: _____



[SIGNATURES CONTINUE ON FOLLOWING PAGE]

Signed, sealed and delivered
in the presence of:


Printed Name: Mary Jo Sheeran


Printed Name: Tatiana Chernoff


STATE OF GA
COUNTY OF Fulton

MBN 300 BUILDING, LLC, a
Delaware limited liability company

By: BV/SDM Meadow Brook, LLC,
a Delaware limited liability company,
its Sole Member

By: SDM MBN Investors, LLC, a
Georgia limited liability company,
its Operating Member

By: McEachern Investments, LLC, a
Georgia limited liability
company, its Manager

By:  (Seal)
Steven D. Martin, Manager

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that Steven D. Martin, whose name as Manager of McEachern Investments, LLC, a Georgia limited liability company, as Manager of SDM MBN Investors, LLC, a Georgia limited liability company, as Operating Member of BV/SDM Meadow Brook, LLC, a Delaware limited liability company, as Sole Member of MBN 300 BUILDING, 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 the instrument, he, as said officer thereof, and with full authority, executed the same voluntarily for and as the act of said MBN 300 BUILDING, LLC, acting in its capacity as Manager of said limited liability company, for and as the act of said limited liability company.

Given under my hand and seal this 26th day of October, 2021.


Notary Public
My Commission Expires: _____

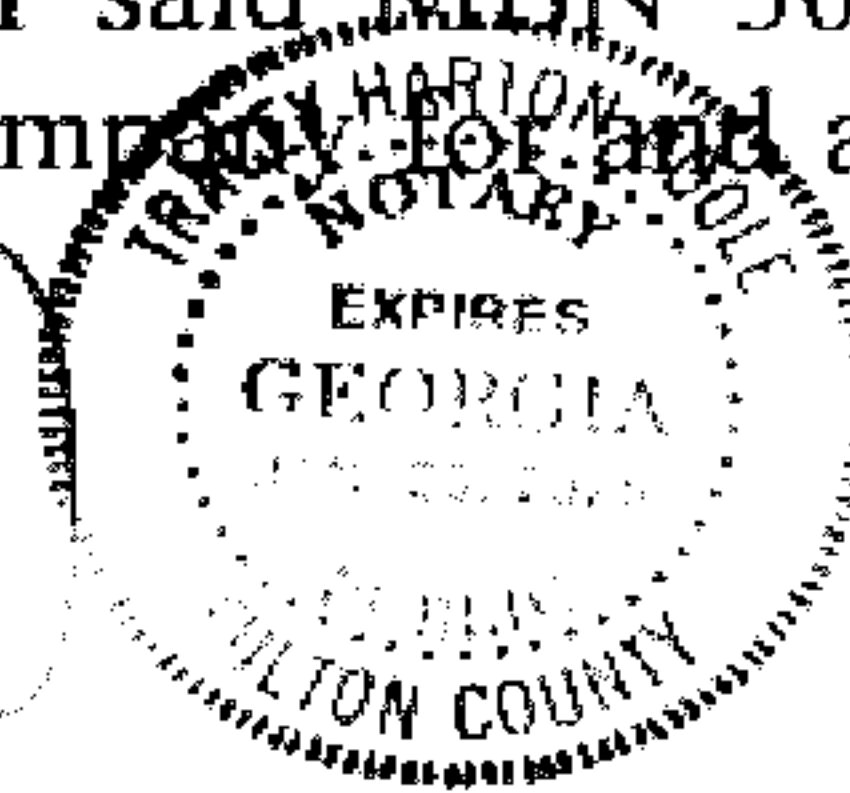


EXHIBIT "A-1"

Legal Description of the Premises – MBN 500-1200

Parcel One:

Lot 1, according to the map and survey of Meadow Brook Corporate Park South, Phase I, as recorded in Map Book 11, Page 72, in the Probate Office of Shelby County, Alabama, being also described by metes and bounds legal description as follows as shown on the Survey of Lot 1, Meadow Brook Corporate Park South, Phase I, dated November 20, 2017, prepared by Joseph F. Breighner, Jr., Ala. License No. 17518:

Commence at the SE corner of the SW 1/4 of the SE 1/4 of Section 31, Township 18 South, Range 1 West, Shelby County, Alabama; thence run North 0 degrees 00 minutes East (assumed) along the East line of said SW 1/4 of the SE 1/4 a distance of 1,115.12 feet, more or less, to a point on the southeasterly right-of-way line of U.S. Highway #280; thence South 83 degrees 13 minutes 57 seconds West a distance of 877.24 feet, more or less, along the Southeasterly right-of-way line of U. S. Highway #280 to its intersection with the Easterly right-of-way line of Corporate Parkway; thence South 6 degrees 44 minutes 08 seconds East a distance of 19.02 feet along the right-of-way line of Corporate Parkway to the p.c. (point of curve) of a curve to the right having a radius of 850.00 feet, a central angle of 8 degrees 43 minutes 02 seconds and a chord bearing of South 2 degrees 22 minutes 37 seconds East; thence along the arc of said curve and the right-of-way line of Corporate Parkway a distance of 129.32 feet to a point; thence North 88 degrees 01 minutes 06 seconds West along the right-of-way line of Corporate Parkway a distance of 8.50 feet to a point on a curve to the right having a radius of 496.50 feet, a central angle of 38 degrees 18 minutes 40 seconds and a chord bearing of South 21 degrees 08 minutes 14 seconds West; thence along the arc of said curve and the right-of-way line of Corporate Parkway a distance of 331.99 feet to a point; thence South 49 degrees 42 minutes 26 seconds East along the right-of-way line of Corporate Parkway a distance of 8.50 feet to a point; thence South 40 degrees 17 minutes 34 seconds West along the right-of-way line of Corporate Parkway a distance of 68.74 feet, more or less, to the point of intersection of the Southwesterly right-of-way line of Corporate Drive, said point being the true point of beginning of the parcel herein described; thence continue South 40 degrees 17 minutes 34 seconds West along the right-of-way line of Corporate Parkway a distance of 126.26 feet to the p.c. (point of curve) of a curve to the left having a radius of 230.00 feet, a central angle of 38 degrees 57 minutes 06 seconds and a chord bearing of South 20 degrees 49 minutes 01 seconds West; thence along the arc of said curve and the right-of-way line of Corporate Parkway a distance of 156.36 feet to the p.t. (point of tangent) of said curve; thence tangent to said curve South 1 degrees 20 minutes 28 seconds West along the right-of-way line of Corporate Parkway a distance of 230.53 feet to the p.c. (point of curve) of a curve to the right having a radius of 373.84 feet, a central angle of 34 degrees 32 minutes 50 seconds and a chord bearing of South 18 degrees 36 minutes 53 seconds West; thence along the arc of said curve and the right-of-way line of Corporate Parkway a distance of 225.41 feet, more or less, to a point, said point being the Northwesterly corner of Lot 11C-1, Meadow Brook Corporate Park South Phase II Resurvey of Lot 11C, as recorded in Map Book 34, Page 65, in the Probate Office of Shelby County, Alabama; thence South 66 degrees 40 minutes 05 seconds East along the property boundary of said Lot

11C-1 a distance of 34.21 feet to the p.c. (point of curve) of a curve to the left having a radius of 125.02 feet, a central angle of 52 degrees 11 minutes 16 seconds and a chord bearing of North 87 degrees 14 minutes 17 seconds East; thence along the arc of said curve and the property boundary of said Lot 11C-1 and Lot 11C-2 a distance of 113.87 feet to the p.c.c. (point of compound curve) of a curve to the left having a radius of 227.76 feet, a central angle of 4 degrees 55 minutes 10 seconds and a chord bearing of North 58 degrees 41 minutes 04 seconds East; thence along the arc of said curve and the property boundary of said Lot 11C-2 a distance of 19.56 feet to a point; thence North 83 degrees 01 minutes 13 seconds East along the property boundary of said Lot 11C-2 a distance of 67.87 feet, more or less, to the Northernmost corner of Lot 11C-2, said point lying along the boundary of Lot E, according to the map and survey of Meadow Brook Corporate Park South Phase II as recorded in Map Book 12, Page 10, in the Probate Office of Shelby County, Alabama, said point also lying on a curve to the right having a radius of 120.00 feet, a central angle of 76 degrees 00 minutes 05 seconds and a chord bearing of North 55 degrees 09 minutes 48 seconds East; thence along the arc of said curve and the boundary of said Lot E a distance of 159.18 feet to the p.t. (point of tangent) of said curve; thence tangent to said curve South 86 degrees 50 minutes 10 seconds East along the boundary of said Lot E a distance of 93.53 feet to the p.c. (point of curve) of a curve to the left having a radius of 250.00 feet, a central angle of 81 degrees 02 minutes 03 seconds and a chord bearing of North 52 degrees 38 minutes 49 seconds East; thence along the arc of said curve and the boundary of said Lot E a distance of 353.58 feet to the p.t. (point of tangent) of said curve; thence tangent to said curve North 12 degrees 07 minutes 48 seconds East along the boundary of said Lot E a distance of 42.92 feet to the p.c. (point of curve) of a curve to the left having a radius of 390.00 feet, a central angle of 23 degrees 39 minutes 54 seconds and a chord bearing of North 0 degrees 17 minutes 51 seconds East; thence along the arc of said curve and the boundary of said Lot E a distance of 161.08 feet to the p.t. (point of tangent) of said curve; thence tangent to said curve North 11 degrees 32 minutes 06 seconds West along the boundary of said Lot E a distance of 23.19 feet to the p.c. (point of curve) of a curve to the left having a radius of 145.00 feet, a central angle of 3 degrees 05 minutes 17 seconds and a chord bearing of North 13 degrees 04 minutes 45 seconds West; thence along the arc of said curve and the boundary of said Lot E a distance of 7.82 feet, more or less, to a point on the Southerly right-of-way line of Corporate Drive; thence South 83 degrees 16 minutes 55 seconds West along the right-of-way line of Corporate Drive a distance of 63.77 feet to the p.c. (point of curve) of a curve to the right having a radius of 338.21 feet, a central angle of 36 degrees 53 minutes 28 seconds and a chord bearing of North 78 degrees 16 minutes 21 seconds West; thence along the arc of said curve and the Southwesterly right-of-way line of Corporate Drive a distance of 217.76 feet to the p.t. (point of tangent) of said curve; thence tangent to said curve North 59 degrees 49 minutes 34 seconds West along the Southwesterly right-of-way line of Corporate Drive a distance of 250.26 feet, more or less, to the point of beginning; situated, lying and being in Shelby County, Alabama.

Parcel One of the Land is, as of October 1, 2020, identified by the Shelby County, Alabama, Revenue Commissioner as Parcel No. 03-9-31-0-002-019.007.

There is hereby conveyed with Parcel One the appurtenant rights and easements set forth in Section 6.06 as added to the Declaration by that certain Second Amendment to Declaration of Covenants, Conditions and Restrictions for Meadow Brook Corporate Park South dated as of

July 22, 1987, and recorded in Book 141, Page 784, in the Probate Office of Shelby County, Alabama.

Also, there is hereby conveyed with Parcel One the appurtenant rights and easements set forth in that certain Sewer Line Easement Agreement dated as of July 27, 1999, and recorded as Instrument No. 1999-31558, in the Probate Office of Shelby County, Alabama.

Parcel Two:

Lot 2, according to the map and survey of Meadow Brook Corporate Park South, Phase II, as recorded in Map Book 12, Page 10, in the Probate Office of Shelby County, Alabama, being also described by metes and bounds legal description as follows as shown on the Survey of Lots 2 & 5, Meadow Brook Corporate Park South, Phase II, dated November 20, 2017, prepared by Joseph F. Breighner, Jr., Ala. License No. 17518:

Commence at the SE corner of the SW 1/4 of the SE 1/4 of Section 31, Township 18 South, Range 1 West, Shelby County, Alabama; thence run North 0 degrees 00 minutes East (assumed) along the East line of said SW 1/4 of the SE 1/4 a distance of 1,115.12 feet, more or less, to a point on the southeasterly right-of-way line of U.S. Highway #280; thence South 83 degrees 13 minutes 57 seconds West along the southeasterly right-of-way line of U.S. Highway #280 a distance of 2,088.74 feet, more or less, to the northeastern most corner of Lot 2, Meadow Brook Corporate Park South, Phase II, as recorded in Map Book 12, Page 10, in the Probate Office of Shelby County, Alabama, said point also being the northwestern most corner of Lot 4 of said Meadow Brook Corporate Park South, Phase II, said point being the true point of beginning of the parcel herein described; thence continue South 83 degrees 13 minutes 57 seconds West along the Southeasterly right-of-way line of U. S. Highway #280 a distance of 131.99 feet to a point; thence South 85 degrees 55 minutes 53 seconds West along the Southeasterly right-of-way line of U.S. Highway #280 a distance of 29.50 feet, more or less, to a point, said point being the Northeasterly corner of Lot 3, Meadow Brook Corporate Park South Phase II as recorded in Map Book 12, Page 10, in the Probate Office of Shelby County, Alabama; thence South 2 degrees 59 minutes 03 seconds East along the property boundary of said Lot 3 a distance of 76.61 feet to a point; thence South 42 degrees 56 minutes 27 seconds West along the property boundary of said Lot 3 a distance of 118.96 feet to a point; thence South 24 degrees 56 minutes 23 seconds West along the property boundary of said Lot 3 a distance of 102.08 feet to a point; thence North 73 degrees 49 minutes 01 seconds West along the property boundary of said Lot 3 a distance of 172.34 feet to a point; thence South 15 degrees 33 minutes 08 seconds West along the property boundary of said Lot 3 a distance of 53.70 feet to a point; thence South 65 degrees 56 minutes 15 seconds West along the property boundary of said Lot 3 a distance of 80.92 feet to a point; thence North 80 degrees 03 minutes West along the property boundary of said Lot 3 a distance of 43.53 feet, more or less, to a point on the Southeasterly right-of-way line of Meadow Brook Road, said point also lying on a curve to the right having a radius of 724.15 feet, a central angle of 16 degrees 03 minutes 04 seconds and a chord bearing of South 15 degrees 39 minutes 59 seconds West; thence along the arc of said curve and the Southeasterly right-of-way line of Meadow Brook Road a distance of 202.87 feet, more or less, to the Northernmost corner of Lot 1 of said Meadow Brook Corporate Park South Phase II;

thence South 66 degrees 13 minutes 43 seconds East along the property boundary of said Lot 1 a distance of 49.59 feet to a point; thence South 6 degrees 02 minutes 18 seconds East along the property boundary of said Lot 1 a distance of 196.54 feet to a point; thence South 17 degrees 11 minutes 24 seconds East along the property boundary of said Lot 1 a distance of 94.02 feet, more or less, to a point on the Northerly right-of-way line of Corporate Parkway; thence North 71 degrees 36 minutes 08 seconds East along the right-of-way line of Corporate Parkway a distance of 184.57 feet to the p.c. (point of curve) of a curve to the right having a radius of 460.00 feet, a central angle of 56 degrees 17 minutes 00 seconds and a chord bearing of South 80 degrees 15 minutes 20 seconds East; thence along the arc of said curve and the right-of-way line of Corporate Parkway a distance of 451.87 feet to the p.t. (point of tangent) of said curve; thence tangent to said curve South 52 degrees 06 minutes 48 seconds East along the right-of-way line of Corporate Parkway a distance of 124.95 feet, more or less, to a point, said point being the Westernmost corner of Lot 5 of said Meadow Brook Corporate Park South Phase II; thence North 31 degrees 41 minutes 53 seconds East along the property boundary of said Lot 5 a distance of 237.30 feet, more or less, to the Southernmost corner of Lot 4 of said Meadow Brook Corporate Park South Phase II; thence North 30 degrees 56 minutes 15 seconds West along the property boundary of said Lot 4 a distance of 410.30 feet to a point; thence North 12 degrees 44 minutes 50 seconds West along the property boundary of said Lot 4 a distance of 349.64 feet, more or less, to the point of beginning; situated, lying and being in Shelby County, Alabama.

Parcel Two of the Land is, as of October 1, 2020, identified by the Shelby County, Alabama, Revenue Commissioner as Parcel No. 03-9-31-0-002-019.004.

There is hereby conveyed with Parcel Two the appurtenant rights and easements set forth in that certain Easement Agreement dated as of March 6, 1989, and recorded in Book 229, Page 631, in the Probate Office of Shelby County, Alabama.

Also, there is hereby conveyed with Parcel Two the appurtenant rights and easements set forth in that certain Easement Agreement for Ingress and Egress dated as of March 6, 1989, and recorded in Book 229, Page 641, in the Probate Office of Shelby County, Alabama.

EXHIBIT "A-2"

Legal Description of the Premises – MBN 300

Parcel Three:

Lot 5, according to the map and survey of Meadow Brook Corporate Park South, Phase II, as recorded in Map Book 12, Page 10, in the Probate Office of Shelby County, Alabama, being also described by metes and bounds legal description as follows as shown on the Survey of Lots 2 & 5, Meadow Brook Corporate Park South, Phase II, dated November 20, 2017, prepared by Joseph F. Breighner, Jr., Ala. License No. 17518:

Commence at the SE corner of the SW 1/4 of the SE 1/4 of Section 31, Township 18 South, Range 1 West, Shelby County, Alabama; thence run North 0 degrees 00 minutes East (assumed) along the East line of said SW 1/4 of the SE 1/4 a distance of 1,115.12 feet, more or less, to a point on the southeasterly right-of-way line of U.S. Highway #280; thence South 83 degrees 13 minutes 57 seconds West along the southeasterly right-of-way line of U.S. Highway #280 a distance of 2,088.74 feet, more or less, to the northwestern most corner of Lot 4, Meadow Brook Corporate Park South, Phase II, as recorded in Map Book 12, Page 10, in the Probate Office of Shelby County, Alabama, said point also being the northeastern most corner of Lot 2 of said Meadow Brook Corporate Park South, Phase II; thence South 12 degrees 44 minutes 50 seconds East along the common boundary of said Lots 2 and 4 a distance of 349.64 feet to a point; thence South 30 degrees 56 minutes 15 seconds East along the common boundary of said Lots 2 and 4 a distance of 410.30 feet, more or less, to the southernmost corner of said Lot 4, said point being the true point of beginning of the parcel herein described; thence North 48 degrees 40 minutes 59 seconds East along the property boundary of said Lot 4 a distance of 338.14 feet to a point; thence South 67 degrees 19 minutes 02 seconds East along the property boundary of said Lot 4 and its extension, being the property boundary of Lot B of said Meadow Brook Corporate Park South, Phase II, a distance of 229.49 feet, more or less, to a point on the westerly right-of-way line of Corporate Parkway, said point lying on a curve to the left having a radius of 385.00 feet, a central angle of 17 degrees 47 minutes 46 seconds and a chord bearing of South 0 degrees 56 minutes 09 seconds West; thence along the arc of said curve and the right-of-way line of Corporate Parkway a distance of 119.58 feet to the p.t. (point of tangent) of said curve; thence tangent to said curve South 7 degrees 57 minutes 44 seconds East along the right-of-way line of Corporate Parkway a distance of 150.16 feet to the p.c. (point of curve) of a curve to the right having a radius of 240.00 feet, a central angle of 124 degrees 59 minutes 37 seconds and a chord bearing of South 54 degrees 32 minutes 05 seconds West; thence along the arc of said curve and the right-of-way line of Corporate Parkway a distance of 523.57 feet to the p.c.c. (point of compound curve) of a curve to the right having a radius of 1150.00 feet, central angle of 10 degrees 51 minutes 19 seconds and a chord bearing of North 57 degrees 32 minutes 28 seconds West; thence along the arc of said curve and the right-of-way line of Corporate Parkway a distance of 217.88 feet to the p.t. (point of tangent) of said curve; thence tangent to said curve North 52 degrees 06 minutes 48 seconds West along the right-of-way line of Corporate Parkway a distance of 100.00 feet, more or less, to the southernmost corner of Lot 2 of said Meadow Brook Corporate Park South, Phase II; thence North 31 degrees 41 minutes 53 seconds East along the property boundary of said Lot 2 a distance of 237.30 feet, more or less, to the point of beginning; situated, lying and being in Shelby County, Alabama.

Parcel Three of the Land is, as of October 1, 2020, identified by the Shelby County, Alabama, Revenue Commissioner as Parcel No. 03-9-31-0-002-019.010.

There is hereby conveyed with Parcel Three the appurtenant rights and easements set forth in that certain Easement Agreement dated as of March 6, 1989, and recorded in Book 229, Page 631, in the Probate Office of Shelby County, Alabama.

Also, there is hereby conveyed with Parcel Three the appurtenant rights and easements set forth in that certain Easement Agreement for Ingress and Egress dated as of March 6, 1989, and recorded in Book 229, Page 641, in the Probate Office of Shelby County, Alabama.

EXHIBIT "B"
Permitted Title Exceptions

1. All real property taxes and assessments for the year 2021 (covering the period October 1, 2020, through September 30, 2021) now due and payable but not delinquent until January 1, 2022, and taxes for 2022 and subsequent years, not yet due and payable.
2. Any prior reservation or conveyance, together with release of damages, of minerals of every kind and character, including, but not limited to oil, gas, sand and gravel in, on and under the Land.
3. Easement to South Central Bell Telephone Company as shown by instrument recorded in Deed Book 299, Page 703, and as shown on the Survey of Lots 2 & 5, Meadow Brook Corporate Park South, Phase II, dated November 20, 2017, prepared by Joseph F. Breighner, Jr., Ala. License No. 17518 (the "Survey of Lots 2 & 5"). (Affects Fee Parcel Two only).
4. Transmission Line Permit to Alabama Power Company as shown by instruments recorded in Real Record 120, Page 537, and Real Book 207, page 394, and as approximately shown on the Survey of Lots 2 & 5 (Affects Fee Parcels Two and Three only); Real 75, Page 634, as approximately shown on the Survey of Lot 1, Meadow Brook Corporate Park South, Phase I, dated November 20, 2017, prepared by Joseph F. Breighner, Jr., Ala. License No. 17518 (the "Survey of Lot 1") (Affects Fee Parcel One only); Real Book 167, Page 361, as approximately shown on the Survey of Lot 1 (Affects Fee Parcel One only).
5. Non-beneficial terms and conditions of the non-exclusive easement as set out in the Easement Agreement, including the rights of others to use thereof, as recorded in Real Record 229, Page 631, and as approximately as shown on the Survey of Lots 2 & 5 (Affects Fee Parcels Two and Three only).
6. Non-beneficial terms and conditions of the non-exclusive easement(s) set out in the Easement Agreement for Ingress and Egress, including the rights of others to use thereof, recorded as Real 229, page 641; Map Book 12, page 10, all as approximately shown on the Survey (Affects Fee Parcel Three only).
7. The following easements and the dedication of the same as set out on recorded plat recorded in Map Book 12, Page 10: fifteen foot (15') storm drainage easement, and as approximately shown on the Survey of Lots 2 & 5 (Affects Fee Parcels Two and Three only); ten foot (10') South Central Bell easement, and as approximately shown on the Survey of Lots 2 & 5 (Affects Fee Parcel Two only); twenty foot (20') sanitary sewer easement, as approximately shown on the Survey of Lot 1 (Affects Fee Parcel One only).
8. The following easements and the dedication of the same as set out on recorded plat recorded in Map Book 11, Page 72: fifteen foot (15') sanitary sewer easement; including fifteen foot (15') storm sewer easement, as approximately shown on the Survey of Lot 1 (Affects Fee Parcel One only).

9. The non-beneficial terms and provisions of the "Sewer Line Easement Agreement" dated July 27, 1999, recorded as Inst. #1999-31558, and as shown on the Survey of Lot 1 (Affects Fee Parcel One only).
10. Declaration of Covenants, Conditions, Restrictions for Meadow Brook Corporate Park South as set out in Real 64, Page 91, with 1st Amendment in Real 95, Page 826, with 2nd Amendment in Real 141, Page 784, and further amended by Notice of Variance and Disclaimer of Reserved Easements recorded in Real Record 147, Page 666, and as further amended by 3rd Amendment recorded in Real 177, Page 244, with Notice of variance and disclaimer of reserved easements as set out in Real 187, Page 584, as further amended by 4th Amendment recorded in Real 243, Page 453, 5th Amendment recorded in Real 245, Page 89, as further amended by Notice of Variance and Disclaimer of Reserved Easements as recorded in Real 229, Page 649; and further amended by 6th Amendment as Inst. #1992-23529, and by Acknowledgment of Completion of Improvements recorded as Inst. #1992-23528; further amended by 7th Amendment recorded as Inst. #1995-03028, 8th Amendment recorded as Inst. #1995-04188, 9th Amendment recorded as Inst. #1996-5491, 10th Amendment recorded as Inst. #1996-32318, 11th Amendment recorded as Inst. #1997-30077, 12th Amendment recorded as Inst. #1997-37856, 13th Amendment recorded as Inst. #1998-5588, 14th Amendment recorded as Inst. #1998-41655, 15th Amendment recorded as Inst. #1998-46243, 16th Amendment recorded as Inst. #19992935 and 17th Amendment recorded as Inst. #20021217000631360, and 18th Amendment recorded as Inst. #20100927000316200.
11. Any facts, rights, interests or claims that may exist or arise by reason of the following matters disclosed by the Survey of Lot 1 and the Survey of Lots 2 & 5: (A) Sign at northeast section of Fee Parcel One crosses into Corporate Drive Right of Way by a distance maximum of 5.0 feet; (B) Sign at southwest section of Fee Parcel Two crosses into lands of others by a distance maximum of 2.0 feet; (C) Water Vault at east section of Fee Parcel 3 is without benefit of easement; (D) Overhead power line, poles and guy anchors at west section of Fee Parcel Two are without benefit of easement.
12. Rights of Cassioli USA Corp, as a tenant only, without any rights or option(s) to purchase all or any portion of the land.



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
10/28/2021 08:48:22 AM
\$36868.00 CHERRY
20211028000521670

Allen S. Bayl