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Prepared by and Return to:

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STATE OF ALABAMA)
:
COUNTY OF AUTAUGA)
COUNTY OF BALDWIN)
COUNTY OF BUTLER)
COUNTY OF CALHOUN)
COUNTY OF JEFFERSON)
COUNTY OF LEE)
COUNTY OF MADISON)
COUNTY OF MOBILE)
COUNTY OF MONTGOMERY)
COUNTY OF SHELBY)
COUNTY OF ST. CLAIR)
COUNTY OF TUSCALOOSA)

County Division Code: AL040
Inst. # 2022061695 Pages: 1 of 35
I certify this instrument filed on
6/3/2022 12:47 PM Doc: MTG
Judge of Probate
Jefferson County, AL. Rec: \$118.00
MtgTx: \$125,205.00
Clerk: CRONANL

[TUSCALOOSA COUNTY
SOURCE OF TITLE:
Deed Book _____ Page _____]

MORTGAGE, SECURITY AGREEMENT AND FIXTURE FILING

This MORTGAGE, SECURITY AGREEMENT AND FIXTURE FILING (including any exhibits and/or riders attached hereto, and any modifications and amendments hereof, the "Mortgage"), is made this 13th day of May 2022, by **DBI Properties, LLC**, a Delaware limited liability company, **DBI Properties- Oxford LLC**, a Florida limited liability company, **DBI Properties- Greystone LLC**, a Florida limited liability company, **DBI Properties- CBR LLC**, an Alabama limited liability company, and **D. Bruce Irwin (also known as Donald Bruce Irwin)** (each individually and collectively "Mortgagor"), and is hereby granted and conveyed to **TRUIST BANK** ("Mortgagee"), a North Carolina banking corporation, whose mailing address is P.O. Box 1290, Whiteville, North Carolina 28472-1290.

DBI Properties, LLC, a Delaware limited liability company (herein individually also referred to as "Borrower") is indebted to Mortgagee, as evidenced by a certain promissory note dated the 13th day of May 2022, executed in favor of Mortgagee in the principal sum of Eighty-Three Million Four Hundred Seventy Thousand and 00/100 dollars (\$83,470,000.00), plus interest thereon at the rate specified therein (together with any renewals, extensions, modifications, restatements, amendments, consolidations, substitutions or refinancings thereof collectively, the "Note"). In addition to and in connection with the Note and this Mortgage, the parties have entered, and from time to time may enter certain other promissory notes, advance agreements, other evidences of indebtedness, loan agreements, credit agreements, security agreements, financing statements, guaranty agreements, applications and agreements for commercial or standby letters of credit, certificates, instruments and other documents executed in connection therewith or related thereto, whether executed contemporaneously with the Note or any time thereafter, and all renewals, extensions, modifications, restatements, amendments, substitutions, consolidations, and refinancings thereof and therefor (collectively with the Note and this Mortgage, the "Loan Documents")

Mortgagor certifies to Mortgagee that the Property is not homestead property of Mortgagor. Any Mortgagor who has not also executed the Note is executing this Mortgage solely for the purpose of waiving his/her homestead rights, and also acknowledges receipt of good and valuable consideration for this waiver.

For the purposes and under the conditions described in this Mortgage, and in consideration of the Indebtedness (as hereinafter defined) and mutual promises, Mortgagor does by these presents grant, bargain, sell, assign and convey unto Mortgagee, its successors and assigns, all of Mortgagor's right, title and interest in, to and under the real property more particularly described on **Exhibit A**, attached hereto and incorporated herein by reference, situated in the Counties of Autauga, Baldwin, Butler, Calhoun, Jefferson, Lee, Madison, Mobile, Montgomery, Shelby, St. Clair, and Tuscaloosa, State of Alabama (the "Real Property"), together with (i) all buildings, structures, roads, walkways, parking areas, recreation facilities and other improvements now or hereafter located on the Real Property or on any part or parcel of the Real Property (the "Improvements"); (ii) all tenements, hereditaments, easements and appurtenances belonging to the Real Property or in any way appertaining to the Real Property, now or hereafter belonging to or to be used in connection with the Real Property or on any part or parcel of the Real Property; (iii) the Collateral (as hereinafter defined); (iv) all equipment, machinery, apparatus, fittings, fixtures, furniture, furnishings and personal property of every kind or description whatsoever now or hereafter located on the Real Property or on any part or parcel of the Real Property or in or on any of the Improvements, and used in connection with the operation or maintenance of the Real Property or any of the Improvements, including, without limitation, all plumbing, lighting, ventilating, refrigerating, water-heating, incinerating, air-conditioning and heating, and sprinkling equipment and systems, all screens, awnings and signs, and all accessions and additions to and replacements of the foregoing and all proceeds (direct and remote) of the foregoing; (v) all rights in now existing and hereafter arising easements, rights of way, rights of access, water rights and courses, sewer rights, air rights, development rights and other rights relating to the Real Property or on any part or parcel of the Real Property or any of the Improvements; (vi) all as-extracted property of any type and form including without limitation all gas, oil and mineral rights of every nature and kind, all timber-to-be-cut and all other rights now or hereafter located on the Real Property or under the Real Property or on or under any part or parcel of the Real Property, and all of Mortgagor's rights to or arising directly or indirectly out of all as-extracted collateral; (vii) all of Mortgagor's rights as a declarant or developer under any declaration of condominium, homeowners' association declaration, bill of assurances, restrictive covenants, protective covenants, commercial property owner's association or similar organization or association or development documentation now or hereafter in effect with respect to the Real Property; (viii) all authorizations, licenses, permits, contracts, management agreements, franchise agreements, and occupancy and other certificates concerning the ownership, use and operation of the Real Property; (ix) all plans and specifications prepared for construction of the Improvements on the Real Property and all studies, data and drawings related thereto, together with all contracts and agreements of Mortgagor relating to the aforesaid plans and specifications or to the aforesaid studies, data and drawings, or to the construction of the Improvements on the Real Property; (x) all leases, undertakings to lease, contracts to rent, and other agreements for use, occupancy or possession now or hereafter in force with respect to the Real Property or any part or parcel of the Real Property or any of



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the Improvements, any and all guaranties of the foregoing, and any and all other leases, occupancy agreements, contracts, licenses, permits and arrangements now or hereafter affecting the Real Property or any part or parcel of the Real Property or any of the Improvements, whether written or oral and whether now or hereafter existing; (xi) all rents, issues, income, revenues and profits now or hereafter accruing from, and all accounts and contract rights now or hereafter arising in connection with, the Real Property or any part or parcel of the Real Property or any of the Improvements, including, without limitation, all rents, issues, income, revenues and profits accruing from, and all accounts and contract rights arising in connection with, the leases, together with all monies and proceeds now or hereafter due or payable with respect thereto or on account thereof, and all security deposits, damage deposits and other funds paid by any lessee, sublessee, tenant, subtenant, licensee, permittee or other obligee under any leases, subleases, licenses or permits, whether paid in a lump sum or installments; (xii) all building materials, supplies, goods, machinery and equipment delivered to the Real Property and placed on the Real Property for the purpose of being affixed to or installed or incorporated or otherwise used in or on the Real Property or any part or parcel of the Real Property or any of the Improvements, and all accessions and additions to and replacements of the foregoing and all proceeds (direct or remote) of the foregoing; (xiii) all payments, awards, judgments and settlements (including interest thereon) to which Mortgagor may be or become entitled as a result of the exercise of the right of eminent domain with respect to the Real Property or any part or parcel of the Real Property or any of the Improvements; (xiv) all policies of insurance whether currently in existence or hereafter coming into existence which insure against loss or damage to any property described above, including, without limitation, the Real Property and the Improvements and all proceeds from and payments under such policies; (xv) all franchises, names, tradenames, signs, marks and trademarks under which any business located on the Real Property is operated or known; and (xvi) all substitutions, accessions, additions and replacements to any of the foregoing and all products and proceeds of any of the foregoing, or with respect to the Real Property (collectively the "Property").

TO HAVE AND TO HOLD, all of such Property and all parts, rights, members and appurtenances thereof, unto and to the use and benefit of Mortgagee, its successors and assigns in fee simple forever.

This Mortgage secures payment and performance of the following indebtedness and obligations to Mortgagee (collectively the "Indebtedness"):

- A. All principal, interest, and other amounts, costs, fees, charges, and expenses payable to Mortgagee under the Note or any Loan Document, and any obligations of Mortgagor or Borrower under interest rate swap transactions, interest rate cap and/or floor transactions, interest rate collar transactions, swap agreements or other similar transaction or agreement;
- B. All future advances, future obligations and readvances made by Mortgagee to Mortgagor or Borrower, or any one or more of them, to the same extent as if such future advances were made on the date of the execution hereof, even if no advance is made at the time of such execution or if no amount is owed or outstanding at the time any such advance is made, including without limitation any advances to pay any draft or drawing on any commercial or standby letter of credit issued on the account of Mortgagor or Borrower, whether or not the advances are related or unrelated to the purpose of the loan evidenced by the Note, are of the same class as the loan evidenced by Note, made pursuant to a commitment, are obligatory or made at the option of Mortgagee or otherwise, and whether such advances are made before or after default, maturity or other similar events;
- C. All other obligations, debts and other liabilities, plus interest thereon, of Mortgagor or Borrower to Mortgagee, and any affiliate of Mortgagee, whether now or hereafter existing, direct or indirect, absolute or contingent, liquidated or unliquidated, related or unrelated to the purposes of the Note, voluntary or otherwise, determined or undetermined, due or not due, made individually or jointly, and whether incurred or given as maker, endorser, guarantor, surety, accommodation party or otherwise, and whether the same be evidenced by a note, open account, assignment, endorsement, guaranty, pledge or otherwise and all interest thereon, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may



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become otherwise unenforceable; and all obligations of Mortgagor or Borrower to Mortgagee or any affiliate of Mortgagee for any services, including but not limited to treasury or other cash management services, merchant services processing, payroll services, and business or commercial credit card; and

D. The payment and performance of all other obligations set forth in the Loan Documents, all sums expended or advanced by Mortgagee to protect, insure and preserve the Property, including without limitation all taxes, insurance premiums, environmental reports, appraisals, and all costs and expenses of collection of the Indebtedness and enforcement of this Mortgage and the Loan Documents, and all charges and expenses of assembly, collection, preservation and disposition of the Property and the Collateral.

Mortgagor (and where more than one, each jointly and severally) covenants, agrees and consents to the following terms, covenants, and conditions:

1. **PAYMENT AND PERFORMANCE.** The Note and other Indebtedness shall be promptly paid at the time and in the manner therein provided. The lien of this Mortgage shall remain in full force and effect during any postponement or extension of the time of payment of or any other modification relating to the Indebtedness or any part thereof secured hereby. Notwithstanding the reduction to a zero (\$0) balance of the outstanding principal amount of the Note or any Indebtedness, the lien and interest under of this Mortgage shall not be released or extinguished by operation of law or the implied intent of the parties, and this Mortgage and the Note shall remain in full force and effect as to any subsequent advances made after any such zero balance until all Indebtedness secured by this Mortgage is paid in full and satisfied, all agreements of Mortgagee to make additional advances have been terminated, and this Mortgage has been canceled of record. Mortgagor shall timely pay and perform any obligation, covenant or warranty contained not only in this Mortgage or the Loan Documents but also in any other mortgage or writing which gives rise to, or which may constitute a lien upon any of the Property, provided, however, that this covenant shall not be construed as Mortgagee's authorization or consent to the creation or existence of any other Mortgage, mortgage or any other writing constituting a lien on any of the Property. Upon request of Mortgagee, Mortgagor promptly shall furnish satisfactory evidence of such payment or performance.
2. **TITLE TO PROPERTY.** Mortgagor represents and covenants that Mortgagor is lawfully seized of the Property in fee simple absolute (or such other estate; if any, as is stated above), that Mortgagor has good, right, and lawful authority to sell, convey or encumber the same, and that the Property is free and clear of all liens and encumbrances whatsoever except as otherwise approved in writing by the Mortgagee or listed in the title opinion or title insurance policy obtained by Mortgagee in the transaction in which this Mortgage was granted. Mortgagor represents and warrants that the provisions of this Mortgage do not conflict with or result in a default under any agreement or other instrument binding on Mortgagor and do not result in any violation of law, regulation, court order or decree applicable to Mortgagor, and that Mortgagee has not made any representation to Mortgagor about the creditworthiness or financial condition of Borrower. Mortgagor further covenants to warrant and forever defend title to the Property, at Mortgagor's expense, from and against all persons whomsoever claiming the same or any part thereof. In the event any action or proceeding is commenced that questions Mortgagor's title or the interest of Mortgagee under this Mortgage, Mortgagor may be the nominal party in such proceeding, but Mortgagee shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Mortgagee's own choice at Mortgagor's expense, and Mortgagor shall promptly execute and deliver, or cause to be promptly executed and delivered, to Mortgagee such instruments as Mortgagee may request from time to time to permit such participation. The representations and covenants set forth above shall survive the payment of the Indebtedness and shall not be affected by Mortgagee's acquisition of any title to or interest in the Property.
3. **COMPLIANCE WITH APPLICABLE LAWS.** Mortgagor shall promptly comply with all laws, regulations and ordinances, now and hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property. Mortgagor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Mortgagor has notified Mortgagee in writing prior to doing so and so long as, in Mortgagee's sole opinion,



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Mortgagee's interests in the Property are not jeopardized. Mortgagee may require Mortgagor to post adequate security or a surety bond, reasonably satisfactory to Mortgagee, to protect Mortgagee's interest.

4. DUTY TO PAY TAXES, PREMIUMS. Mortgagor shall pay as they become due all insurance premiums, taxes, assessments, water rates, and other governmental or municipal charges, fines or imposition, assessed against the Property. Upon the request of Mortgagee, Mortgagor shall promptly furnish satisfactory evidence of such payment or performance. Mortgagor shall authorize the appropriate governmental officer to deliver to Mortgagee a written statement of taxes and assessments against the Property. If Mortgagor fails to make any payments provided for in this section, or any other payments for taxes, assessments or the like, Mortgagee may pay the same and all sums so paid shall bear interest at the same rate as from time to time in effect under the Note (from the date of such advance) and shall be secured by this Mortgage. Upon demand, Mortgagor shall immediately reimburse Mortgagee for any such funds so advanced. The failure, refusal or neglect of Mortgagor to pay any of the taxes assessed against the Property before any interest or penalty attaches thereto and to provide adequate security therefor or to keep the Property adequately insured as hereinafter provided, or to pay the premiums therefor shall constitute waste. Upon the happening of any act of waste and on proper application made therefor by Mortgagee to a court of competent jurisdiction, Mortgagee shall forthwith be entitled to the appointment of a receiver of the Property and any and all earnings, rents, income, issue and profits thereof, with such powers as the court making such appointment shall confer. Mortgagor hereby irrevocably consents to such appointment and waives notice of any application therefor. Upon demand of Mortgagee, Mortgagor shall deposit with Mortgagee or, at Mortgagee's option, add to each payment required under the Note the amount estimated by Mortgagee to be sufficient to enable Mortgagee to pay as they become due all taxes, charges, assessments, and insurance premiums which Mortgagor is required to pay. Further, any deficiency occasioned by an insufficiency of such additional payments shall be deposited by Mortgagor with Mortgagee upon demand.

5. MECHANICS' AND OTHER LIENS. Mortgagor shall pay, from time to time when the same shall become due, all claims and demands of any agents, brokers, mechanics, materialmen, laborers or others, and for work performed or materials furnished, or the like which if unpaid might result in, or permit the creation of, a lien on the Property or any part thereof, or on the revenues, rents, issues, income or profits arising therefrom. In general, Mortgagor shall do, or cause to be done, at the cost of Mortgagor and without expense to Mortgagee, everything necessary to fully preserve the first priority lien of this Mortgage. In the event Mortgagor fails to make payment of such claims and demands, Mortgagee may make payment thereof, and all sums so paid shall bear interest at the same rate as from time to time in effect under the Note (from the date of such advance) and shall be secured by this Mortgage. Mortgagor shall, on demand, reimburse Mortgagee for all sums so expended. Notwithstanding the foregoing, Mortgagor may bond or otherwise discharge any such claim or demand which is contested, in form and substance satisfactory to Mortgagee.

6. DUTY TO MAINTAIN. Mortgagor shall keep the Property, and the Improvements of any kind now or hereafter erected, in as good order and condition on the date hereof, reasonable wear and tear excepted, and shall not commit or permit any waste thereof. Mortgagor shall promptly perform all repairs, replacements, and maintenance necessary to preserve the value of the Property. Mortgagor shall not demolish or remove any Improvements from the Real Property without Mortgagee's prior written consent. As a condition to the removal of any Improvements, Mortgagee may require that Mortgagor make arrangements satisfactory to Mortgagee to replace such Improvements with Improvements of at least equal value. Mortgagor shall not cause, conduct or permit any nuisance or allow the removal of any timber, minerals (including oil and gas), coal, soil, rock, or gravel products without Mortgagee's prior written consent. Mortgagor shall not initiate or acquiesce in a change in the zoning classification of the Real Property or the Improvements or make or permit any structural alteration thereof without Mortgagee's prior written consent.

7. INSPECTIONS; APPRAISALS. Mortgagee may, at the expense of Mortgagor, at any reasonable time and from time to time make or cause to be made reasonable entries upon, investigations, and inspections of the Property, including without limitation any inspections or investigations such as sampling and testing which may be necessary or desirable to review compliance with Environmental Laws, as



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hereinafter defined. Should (a) Mortgagee at any time in good faith believe that the fair market value of the Property has declined below the appraised value utilized by Mortgagee in extending credit or any renewal thereof; (b) there be an Event of Default under the Note, any Loan Documents or this Mortgage; (c) there be a forbearance or restructure of any Indebtedness secured under this Mortgage; (d) any applicable law or regulation require Mortgagee to obtain a current appraisal or valuation; (e) there be any condemnation or material damage to the Property; (f) Mortgagee determines in its sole discretion that there has been a material adverse change in the financial condition, business operations or business prospects of Mortgagor, Borrower, any guarantor, or other obligor; (g) Borrower or Mortgagor request additional extensions of credit secured by this Mortgage; or (h) Mortgagor's use of the Property becomes restricted, impaired or materially changed from its intended use on the date hereof; Mortgagee may, without notice to or consent from Mortgagor and at the expense of Mortgagor, obtain an appraisal or valuation of the Property from an appraiser retained by Mortgagee and thereafter, may obtain such updated appraisals or valuation as Mortgagee shall deem appropriate. Mortgagor shall cooperate fully with any such appraiser in connection with the preparation of any appraisal or valuation. Upon demand, Mortgagor shall reimburse Mortgagee for any costs incurred pursuant to this section. All costs so paid shall bear interest at the same rate as from time to time in effect under the Note (from the date of such advance), and shall be secured by this Mortgage.

8. PROPERTY INSURANCE.

8.1 Maintenance of Insurance. Mortgagor shall procure and maintain, and cause each tenant and subtenant of the Property to procure and maintain, policies of fire insurance with standard extended coverage endorsements on a fair value basis for the full insurable value covering all Improvements on the Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard Mortgagee clause in favor of Mortgagee. Mortgagor shall also procure and maintain, and cause each tenant and subtenant of the Property to procure and maintain, comprehensive general liability insurance in such coverage amounts as Mortgagee may request, with Mortgagee being named as additional insured in such liability insurance policies. Additionally, Mortgagor shall maintain such other insurance, including but not limited to hazard, business interruption, and boiler insurance, as Mortgagee may reasonably require. Policies shall be written in form, amounts, coverages and basis reasonably acceptable to Mortgagee and issued by a company or companies reasonably acceptable to Mortgagee. In all cases and at all times, such insurance policies shall be compliant with applicable law. All policies shall provide that the policies shall not be invalidated by any waiver of the right of subrogation by any insured and shall provide that the carrier shall have no right to be subrogated to Mortgagee. Mortgagor, upon request of Mortgagee, shall deliver to Mortgagee from time to time the policies or certificates of insurance in form satisfactory to Mortgagee, including stipulations that coverages shall not be cancelled or diminished without at least thirty (30) days prior written notice to Mortgagee. Each insurance policy also shall include an endorsement providing that coverage in favor of Mortgagee shall not be impaired in any way by any act, omission or default of Mortgagor or any other person. If the Property is located in an area now or in the future designated by the Administrator of the Federal Emergency Management Agency as a special flood hazard area, Mortgagor shall obtain and maintain Federal Flood Insurance, if available, or private flood insurance acceptable to Mortgagee in its sole discretion for the full unpaid principal balance of the Indebtedness and any prior liens on the Property securing the Indebtedness, or as otherwise required by Mortgagee. Mortgagor may furnish the required insurance whether through existing policies owned or controlled by Mortgagor or through equivalent insurance from any insurance company authorized to transact business in the State of Alabama. If Mortgagor fails to provide any required insurance or fails to keep such insurance in force, Mortgagee may procure such insurance at Mortgagor's expense, and all sums so paid shall bear interest at the same rate as from time to time in effect under the Note (from the date of such advance) and shall be secured by this Mortgage.

8.2 Authority to settle claims. Mortgagor shall promptly notify Mortgagee of any loss or damage to the Property. Mortgagee may make proof of loss if Mortgagor fails to do so within fifteen (15) days of the casualty. Mortgagee is hereby authorized and empowered to, and its option may, adjust or compromise any loss under any insurance policies and to collect and receive the proceeds from any policy or policies. Each insurance company is hereby authorized and directed to make payment for all such losses directly to Mortgagee, instead of to Mortgagor and Mortgagee jointly. In the event any insurance company



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fails to disburse directly and solely to Mortgagee but disburses instead either solely to Mortgagor or to Mortgagor and Mortgagee jointly, Mortgagor agrees immediately to endorse and transfer such proceeds to Mortgagee. Upon the failure of Mortgagor to endorse and transfer such proceeds as aforesaid, Mortgagee may execute such endorsements or transfer for and in the name of Mortgagor and Mortgagor hereby irrevocably appoints Mortgagee as Mortgagor's agent and attorney-in-fact so to do, which shall constitute a power coupled with an interest by virtue of this Mortgage. Mortgagee 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. Any proceeds which have not been disbursed within 180 days after their receipt and for which Mortgagee has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Mortgagee under this Mortgage, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the Indebtedness. If Mortgagee holds any proceeds after payment in full of the Indebtedness, such proceeds shall be paid to Mortgagor as Mortgagor's interests may appear.

8.3 Unexpired Insurance at Sale. Any unexpired insurance shall inure to the benefit of, and pass to, the purchaser of the Property at any sale held under the provisions of this Mortgage, or at any foreclosure sale of such Property.

8.4 Mortgagor's Report on Insurance. Upon request of Mortgagee, Mortgagor shall furnish to Mortgagee a report on each existing policy of insurance showing: (a) the name of the insurer; (b) the risks insured; (c) the amount of the policy and any applicable deductibles and co-insurance amounts; (d) the Property insured, (e) the then current replacement value of such Property, and the manner of determining that value; and (f) the expiration date of the policy. Mortgagor shall, upon request of Mortgagee, have an independent appraiser satisfactory to Mortgagee determine the cash value replacement cost of the Property.

9. ASSIGNMENT OF LEASES, RENTS AND PROFITS. Mortgagor hereby presently, absolutely, and unconditionally assigns to Mortgagee all of the leases, rents, issues and profits of the Property and the absolute, unconditional, and continuing right to receive and collect all of the leases, rents, issues and profits of the Property, it being intended that this assignment constitutes a present, outright, continuing and absolute assignment and not an assignment for additional security only. Mortgagee may elect to collect any and all rents, issues and profits at any time whether or not any Event of Default or default has occurred or is continuing under this Mortgage or any Loan Document. Mortgagor hereby irrevocably appoints Mortgagee as Mortgagor's attorney-in-fact to collect any leases, rents, issues and profits, and endorse checks therefor, with or without suit, and to apply the same, less expenses of collection, to any Indebtedness secured by this Mortgage, in any manner as Mortgagee may determine. Such appointment shall be a power coupled with an interest and shall remain in full force and effect as long as any portion of the Indebtedness remains outstanding. Notwithstanding the foregoing, Mortgagee hereby grants to Mortgagor a revocable license to collect and receive all leases, rents, issues and profits of the Property until the occurrence and during the continuance of an Event of Default at which time such license shall automatically cease and terminate and shall be void and of no further effect. Upon the occurrence and during the continuance of an Event of Default, any portion of the leases, rents, issues and profits received and held by Mortgagor shall be held in trust for the benefit of Mortgagee for use in the payment of the Indebtedness. Mortgagee's election to pursue the collection of the leases, rents, issues or profits shall be in addition to all other remedies which Mortgagee might have and may be put into effect independently of or concurrently with any other remedy. Nothing contained in this section shall diminish, alter, impair, or affect any other rights and remedies of Mortgagee, including but not limited to, appointment of a receiver, nor shall any provision herein, diminish, alter, impair or affect any rights or powers of the receiver in law or equity or as set forth elsewhere in this Mortgage. In addition, this assignment of rents shall be fully operative without regard to value of the Property or without regard to the adequacy of the Property to serve as security for the obligations owed by Mortgagor or Borrower to Mortgagee.

10. PAYMENT OF OTHER OBLIGATIONS. Mortgagor shall pay as it becomes due all principal and interest on all notes, obligations, contracts or agreements, secured by any mortgage, lien or security interest having priority over this Mortgage as to the Property. If Mortgagor fails to make any such payments when due, Mortgagee may pay the same and add any amounts so paid to the principal of the Note. Any and all



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sums so paid shall bear interest at the rate from time to time in effect under the Note from the date of such advance and shall be secured by this Mortgage.

11. SECURITY AGREEMENT; FIXTURE FILING. All fixtures, appliances and equipment which comprise a part of the Property shall, as far as permitted by law, be deemed to be affixed to the Real Property and conveyed therewith. This Mortgage shall be an authenticated security agreement which creates a security interest in all furniture, fixtures, appliances, machinery, equipment and all personal property and any replacements and proceeds and substitutions thereof, owned by Mortgagor and now located thereon, attached to, or hereafter acquired or located thereon or attached thereto, and all lighting, heating, cooking, ventilating, air conditioning, incinerating, sprinkling and plumbing systems, and all cooking appliances, cabinets, windows, doors and all wall to wall carpeting located thereon; all judgments, awards of damages and settlements hereafter made resulting from condemnation proceedings or the taking of the Property or any part thereof under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to the Property or the Improvements thereon or any part thereof, or to any rights appurtenant thereto, including any award for change of grade or streets; and all inventory, contract rights, cash, proceeds, profits, income, rent, accounts receivable, lease agreements, lease payments, insurance proceeds, deposit and other accounts, logos, trademarks, and all trade name agreements, and all replacements and proceeds relating thereto now owned or hereafter acquired by Mortgagor, in connection with the Property (the "Collateral"). This Mortgage is intended to be a financing statement and shall be recorded as a "fixture filing" in accordance with the Uniform Commercial Code of the State of Alabama, as the same may be amended from time to time (the "UCC"). In that regard Mortgagor grants a security interest in such Collateral and Mortgagee shall have all rights and remedies of a secured party under the UCC, as the same may be amended from time to time, or other applicable statutes. Without limiting those rights and remedies, Mortgagee may, at its option, either (a) enforce its security interest in such Collateral under the UCC or other applicable law or (b) include such Collateral in any judicial or non-judicial foreclosure of this Mortgage. For purposes of this section, the mailing addresses of Mortgagor (debtor) and Mortgagee (secured party) from which information concerning the security interest granted by the Mortgage may be obtained (each as required by the UCC) are as stated on the first page of this Mortgage. Mortgagor hereby authorizes Mortgagee to file, at Mortgagor's expense, any UCC Financing Statements describing any and all assets and personal property in which Mortgagee has been granted a security interest. Upon request by Mortgagee, Mortgagor shall take whatever action is requested by Mortgagee to perfect and continue the security interest in such Collateral. Mortgagor hereby irrevocably (as long as the Indebtedness secured hereby remains unpaid) makes, constitutes and appoints Mortgagee as the true and lawful attorney-in-fact of Mortgagor to sign the name of Mortgagor on any similar document or amendment thereto deemed necessary to perfect or continue such security interests, which shall constitute a power coupled with an interest by virtue of this Mortgage. However, this Mortgage shall be a financing statement filed as a fixture filing and sufficient to perfect and maintain any security interest created hereby in the Collateral and the Property and its proceeds. Upon the occurrence of an Event of Default, Mortgagor shall not remove, sever, or detach any of the aforementioned Collateral from the Property. Upon the occurrence of an Event of Default, Mortgagee, in addition to any and all remedies it may have or exercise under this Mortgage, the Note, any Loan Document, or under applicable law, may immediately and without demand exercise any and all of the rights of a secured party upon default under the UCC, all of which shall be cumulative.

Notwithstanding any other provision in this Mortgage, should flood insurance be required for the Real Property pursuant to any existing or future federal statute, regulation, policy or guideline related to flood insurance (collectively, the "Flood Laws"), and the personal property located thereon (i) would be required to be insured under the Floods Laws by virtue of the security interest granted under this Mortgage, and (ii) such Personal Property is not covered by flood insurance to the extent required by the Flood Laws, then Mortgagee disclaims any security interest created hereunder in such personal property. The foregoing shall not relieve Mortgagor of its obligation to obtain flood insurance for such personal property should Mortgagee so require.

12. CONDEMNATION AWARD. Mortgagor shall immediately notify Mortgagee in writing should all or any part of the Property become subject to any condemnation or expropriation proceedings or other similar proceedings, including without limitation, any condemnation, confiscation, eminent domain, inverse condemnation or temporary requisition or taking. Mortgagor further agrees to take promptly such steps as



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Mortgagee in its sole judgment deems necessary and proper and at Mortgagor's expense, to defend any such condemnation or expropriation proceedings and obtain the proceeds derived from such proceedings and remit to Mortgagee as provided herein. Mortgagor shall not agree to any settlement or compromise of any condemnation or expropriation claim without Mortgagee's prior written consent. Mortgagee may, at Mortgagee's sole option, elect to participate in any such condemnation or expropriation proceedings and be represented by counsel of Mortgagee's choice. Mortgagor agrees to provide Mortgagee with such documentation as Mortgagee may request to permit Mortgagee to so participate and to reimburse Mortgagee for Mortgagee's costs associated with Mortgagee's participation, including Mortgagee's reasonable attorneys' fees. If Mortgagor fails to defend any such condemnation or expropriation proceedings to Mortgagee's satisfaction, Mortgagee may undertake the defense of such a proceeding for and on behalf of Mortgagor. To this end, Mortgagor irrevocably appoints Mortgagee as Mortgagor's agent and attorney-in-fact, such power shall be a power being coupled with an interest, to bring, defend, adjudicate, settle, or otherwise compromise such condemnation or expropriation claims. Unless an Event of Default then exists, Mortgagee shall not agree to any final settlement or compromise of any such condemnation or expropriation claim without Mortgagor's prior approval, which approval shall not be unreasonably withheld.

Mortgagee shall have the right to receive all proceeds derived or to be derived from the condemnation, expropriation, confiscation, eminent domain, inverse condemnation, or any permanent or temporary requisition or taking of the Property, or any part thereof ("Condemnation Proceeds"). In the event that Mortgagor should receive any such Condemnation Proceeds, Mortgagor agrees to immediately turn over and to pay such proceeds to Mortgagee. All Condemnation Proceeds, which are received by and payable to either Mortgagor or Mortgagee shall be applied, at Mortgagee's sole option and discretion, and in such manner as Mortgagee may determine (after payment of all reasonable costs, expenses and attorneys' fees necessarily paid or incurred by Mortgagor and/or Mortgagee), for the purpose of: (a) replacing or restoring the condemned, expropriated, confiscated, or taken Property; or (b) reducing the outstanding balance of the Indebtedness. Mortgagee's receipt of such Condemnation Proceeds and the application of such proceeds as provided in this Mortgage shall not affect the lien of this Mortgage.

13. ENVIRONMENTAL WARRANTIES, INDEMNITIES AND AGREEMENTS. Mortgagor represents, warrants and agrees that: (a) neither Mortgagor nor any other person has generated, manufactured, stored, treated, processed, released, discharged or disposed of any Hazardous Substances (hereinafter defined) on, in, around and under the Property or received any notice from any Governmental Authority (hereinafter defined) or other person regarding a release of Hazardous Substances on, from or otherwise affecting the Property; (b) neither Mortgagor nor any other person has violated any applicable Environmental Laws (hereinafter defined) relating to or affecting the Property; (c) the Property is presently being operated in compliance with all applicable Environmental Laws; (d) there are no circumstances presently existing upon or under the Property, or relating to the Property which may violate any applicable Environmental Laws; (e) there is not now pending or threatened any action, suit, investigation or proceeding against Mortgagor or any other party relating to the Property seeking to enforce any right or remedy under any of the Environmental Laws; (f) except in strict compliance with Environmental Laws, the Property shall be kept free of Hazardous Substances and shall not be used to generate, manufacture, transport, treat, store, handle, dispose, process or release any Hazardous Substances; (g) Mortgagor shall at all times comply with and ensure compliance by all other parties with all applicable Environmental Laws and shall keep the Property free and clear of any liens imposed pursuant to any applicable Environmental Laws; (h) Mortgagor has obtained and shall at all times continue to obtain and/or maintain all licenses, permits and other directives from any Governmental Authority necessary to comply with Environmental Laws; (i) Mortgagor is in full compliance with the terms and provisions of the Environmental Requirements (hereinafter defined) and shall continue to comply with the terms and provisions of the Environmental Requirements; and (j) Mortgagor shall immediately give Mortgagee oral and written notice in the event that Mortgagor receives any notice from any Governmental Authority or any other party with regard to any release, generation, manufacture, storage, treatment, processing, release, discharge or disposal of Hazardous Substances on, from or affecting the Property and Mortgagor shall conduct and complete, at Mortgagor's expense, all investigations, sampling, and testing, and all remedial, removal, and other actions necessary or required to clean up and remove all Hazardous Substances on, from or affecting the Property in accordance with all applicable Environmental Laws.



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In the event that any of Mortgagor's representations or warranties shall prove to be materially false or Mortgagor fails to satisfy any Environmental Requirement, Mortgagee, in its sole discretion, may (i) choose to assume compliance with governmental directives and Mortgagor agrees to reimburse Mortgagee for all costs, expenses (including all reasonable attorneys' fees), fines, penalties, judgments, suits, or liabilities whatsoever associated with such compliance; or (ii) seek all legal and equitable remedies available to Mortgagee including, but not limited to, injunctive relief compelling Mortgagor to comply with all Environmental Requirements relating to the Property. Mortgagee's rights in this section shall be in addition to all rights granted under the Note or Loan Documents and payments by Mortgagor under this provision shall not reduce Mortgagor's obligations and liabilities thereunder. In the event Mortgagee undertakes compliance with any Environmental Requirements which Mortgagor failed to perform or which Mortgagee determines are necessary to sell all or any part of the Property, Mortgagor authorizes Mortgagee and/or Mortgagee's agents to prepare and execute on Mortgagor's behalf, any manifest or other documentation relating to the removal and/or disposal of any Hazardous Substances, from, at, or on the Property. Mortgagor acknowledges that Mortgagee does not own, or have a security interest in, any Hazardous Substances which exist on, originate from or affect the Property. All amounts expended by Mortgagee in connection with the exercise of its rights under this section (including reasonable attorneys' fees and the fees of any environmental consultants) shall become part of the Indebtedness secured by this Mortgage.

For purposes of this Mortgage: "Environmental Laws" means (a) the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C. §9601 *et seq.*; (b) the Resource Conservation and Recovery Act, as amended by the Hazardous and Solid Waste Amendments of 1984, 42 U.S.C. §6901 *et seq.*; (c) the Clean Air Act, 42 U.S.C. §7401 *et seq.*; (d) the Clean Water Act of 1977, 33 U.S.C. §1251 *et seq.*; (e) the Toxic Substances Control Act, 15 U.S.C. §2601 *et seq.*; (f) the Safe Drinking Water Act, 42 U.S.C. §300f *et seq.*; (g) the Refuse Act, 33 U.S.C. §407; (h) the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499; (i) the Hazardous Materials Transportation Act, 49 U.S.C. §5101 *et seq.*; (j) the regulations promulgated pursuant to any of the aforesaid laws; and (k) all other federal, state or local laws, ordinances, orders, rules or regulations, now or hereafter existing, that directly and/or indirectly relate to the protection of human health, the environment, air pollution, water pollution, noise control and/or the presence, storage, escape, seepage, leakage, emission, release, use, spillage, generation, transportation, handling, discharge, disposal or recovery of on-site or off-site hazardous or toxic substances, wastes or materials and/or underground storage tanks. "Environmental Requirement" means any Environmental Law, together with any administrative orders, directives, judgments, consent orders, permits, licenses, authorizations, consents, settlements, agreements or other formal or informal directions or guidance issued by or entered into with any Governmental Authority or private party, which obligate or commit Mortgagor to investigate, remediate, treat, monitor, dispose of or remove Hazardous Substances. "Governmental Authority" means any federal, state or local agency, department, court or other administrative, legislative or regulatory governmental body, or any private individual or entity acting in place of such entities. "Hazardous Substances" means one or more of the following substances: (a) those substances included within the definitions of "hazardous substances," "hazardous materials," "toxic substances" or "solid waste" in any one or more of the Environmental Laws; (b) those substances listed in the United States Department of Transportation's Hazardous Materials Table (49 CFR 172.101 and amendments thereto) or by the Environmental Protection Agency (or any successor agency) as hazardous substances (40 CFR Part 302 and amendments thereto); (c) such other substances, materials and wastes which are or become regulated under applicable local, state or federal law, or the United States government, or which are classified as hazardous or toxic under federal, state or local laws, orders, ordinances, rules or regulations; and (d) any material, waste or substances which are or contain asbestos, polychlorinated biphenyls, explosives, radioactive materials, gasoline, petroleum, petroleum products, lead paint, or related or similar materials or substances.

Mortgagor hereby agrees to indemnify Mortgagee and hold Mortgagee harmless from and against any and all losses, liabilities, damages, injuries (including, without limitation, reasonable attorneys' fees) and claims of any and every kind whatsoever paid, incurred or suffered by, or asserted against Mortgagee for, with respect to, or as a direct or indirect result of (i) the presence on, or under the Property, or from the escape, spillage, emission or release on or removal from the Property of any Hazardous Substance regardless of whether or not caused by or within the control of Mortgagor, (ii) the violation of any Environmental Laws or



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Environmental Requirements relating to or affecting the Property, whether or not caused by or within the control of Mortgagor, (iii) the failure by Mortgagor to comply fully with the terms and provisions of this section, or (iv) any warranty or representation made by Mortgagor in this section being false or untrue in any material respect. The obligations and liabilities of Mortgagor under this section shall survive the foreclosure of this Mortgage, the delivery of a deed in lieu of foreclosure, Mortgagee's acquisition of any interest in the Property, the cancellation or payment of any Indebtedness; or the sale or alienation of all or any part of the Property.

14. RELEASES. Mortgagee may grant releases at any time and from time to time of all or any portion of the Property (whether or not such releases are required by agreement among the parties) agreeable to Mortgagee without notice to or the consent, approval or agreement of other parties and interests, including, without limitation, junior lienors and purchasers subject to the lien of this Mortgage or any of the Loan Documents, and such releases shall not impair in any manner the validity of or priority of this Mortgage on that portion of the Property remaining subject to this Mortgage, nor release Mortgagor from any personal liability for the Indebtedness. In addition, Mortgagee may, without notice to or the consent of Mortgagor, release any obligor of the Indebtedness or any other Collateral securing the Indebtedness and such release shall not impair in any manner the validity of or priority of this Mortgage, nor release Mortgagor or Borrower from personal liability for the Indebtedness.

15. INDEMNIFICATION IN EVENT OF ADVERSE CLAIMS. In the event that Mortgagee becomes a party, whether voluntarily or otherwise, to any action, suit or legal proceeding arising out of or related to: (a) the taking of the Property as security for the Indebtedness, (b) the ownership, use, operation or maintenance of the Property or (c) any other matter involving the Property, Mortgagor shall indemnify and hold harmless Mortgagee and reimburse Mortgagee for any amounts paid, including all costs, charges and attorneys' fees incurred in connection with any such action, suit or proceeding, and the same shall be secured by this Mortgage and payable upon demand.

16. EVENTS OF DEFAULT. Mortgagor shall be in default under this Mortgage upon the occurrence of any of the following ("Event of Default"):

(a) The failure of Borrower or Mortgagor to pay, whether by acceleration or otherwise, any of the Indebtedness on the date due or to perform any covenant, warranty or obligation in the Note, this Mortgage, or any Loan Document.

(b) A default or event of default occurs under any Loan Document, or in any instrument or contract between Mortgagor and Mortgagee, or in any instrument, agreement or contract between any third party and Mortgagor made for the benefit of Mortgagee.

(c) Any warranty, representation, report or statement made or furnished to Mortgagee by or on behalf of Mortgagor in connection with the Indebtedness is incorrect, incomplete, false or misleading.

(d) The occurrence of any material loss, theft, damage or destruction to the Property which is not covered by insurance.

(e) (i) The application for, consent to, or appointment of a custodian, receiver, trustee, liquidator or other similar official for or to take possession of any or all of the assets of any Mortgagor; (ii) any Mortgagor shall voluntarily commence, consent to, fail to timely contest, or file (A) any proceeding or petition seeking liquidation, reorganization or other relief under any federal, state or foreign bankruptcy, insolvency or other similar law now or hereafter in effect, or (B) any proceeding to dissolve any Mortgagor; (iii) any Borrower or any Mortgagor makes an assignment for the benefit of creditors.

(f) An involuntary proceeding shall be commenced or an involuntary petition shall be filed seeking (i) liquidation, reorganization or other relief in respect of any Mortgagor or its debts, or any substantial part of its assets, under any federal, state or foreign bankruptcy, insolvency or other similar law now or hereafter in effect or (ii) the appointment of a custodian, trustee, receiver, liquidator or other similar official for any Mortgagor or for a substantial part of such its assets, and in any such case, such proceeding



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or petition shall remain undismissed for a period of sixty (60) days or an order or decree approving or ordering any of the foregoing shall be entered.

(g) The death or permanent disability of Mortgagor or the dissolution, termination of existence, merger, Change In Control (as hereinafter defined), insolvency, or business failure of Mortgagor, as applicable.

(h) The assignment, sale, transfer or distribution by Mortgagor of any of its assets other than in the ordinary course of business.

(i) The entry of any judgment, award or order which is not covered by insurance, or remains unstayed, unsatisfied or unbonded for thirty (30) days following the issuance of such judgment, award or order, or upon the issuance or service of any of any writ of garnishment against Mortgagor or its property, or the repossession or seizure of property of Mortgagor.

(j) The filing of any tax, mechanic's or materialman's lien against the Property, or attachment is levied against the Property.

(k) Mortgagee determines that its liens and security interests in the Property are invalid, unperfected, unenforceable, or fail to have the priority required by Mortgagee; or the Property declines in fair market or appraised value below the amount required at the execution hereof.

(l) Mortgagor defaults under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect Mortgagor's ability to perform its obligations under this Mortgage or any Loan Document.

(m) Any change in any zoning ordinance or regulation or any other public restriction is enacted, adopted or implemented, that limits or defines the uses which may be made of the Property such that the present or intended or current use of the Property would be in violation of such zoning ordinance or regulation or public restriction, as changed.

(n) Commencement of a foreclosure or forfeiture proceeding, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Mortgagor or by any governmental agency against any of the Property, including any garnishment of any of Mortgagor's accounts, including deposit accounts, with Mortgagee.

(o) Mortgagee in good faith determines that there has been a material adverse change in the financial condition, business operations or business prospects of Mortgagor.

17. RIGHTS AND REMEDIES.

(a) Acceleration. Upon the occurrence of any Event of Default, Mortgagee may, at Mortgagee's option, declare all of the sums secured by this Mortgage to be immediately due and payable in full, including any prepayment penalty that would become due, without further demand. Upon the occurrence of an Event of Default under Paragraph 16(e) or 16(f) above, the entire outstanding principal balance, together with all interest thereon and any other amounts due under the Indebtedness, shall automatically become due and payable without presentment, demand, protest, or notice of any kind except notice required by law.

(b) Mortgagee's Right to Enter and Take Possession, Operate and Apply Revenues. If an Event of Default shall have occurred, Mortgagor, upon demand of Mortgagee, shall forthwith surrender to Mortgagee the actual possession of the Property, and if, and to the extent, permitted by law, Mortgagee itself, or by such officers or agents as it may appoint, may enter and take possession of all the Property without the appointment of a receiver, or an application therefor, and may exclude Mortgagor and its agents and employees wholly therefrom, and may have joint access with Mortgagor to the books, records and accounts of Mortgagor. Upon every such entering upon or



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taking possession, Mortgagee may (but in no event shall have any obligation to) hold, store, use, operate, manage and control the Property and conduct the business thereof or complete the improvement thereof with any costs relating to any of the foregoing secured hereby, and, from time to time, make all necessary and proper maintenance, repairs, renewals, replacements, additions, betterments and improvements thereto and thereon and purchase or otherwise acquire additional fixtures, personalty and other property; insure or keep the Property insured; manage and operate the Property and exercise all the rights and powers of Mortgagor to the same extent as Mortgagor could in its own name or otherwise with respect to the same; enter into any and all agreements with respect to the exercise by others of any of the powers herein granted to Mortgagee, all as Mortgagee from time to time may determine to be in its best interest; and perform all acts required of Mortgagor as lessor under any lease of all or any part of the Property, all as Mortgagee may from time to time determine in its sole discretion to be in Mortgagee's best advantage. Mortgagee may collect and receive all rents, issues, profits and revenues from the Property, including those past due as well as those accruing thereafter, and, after deducting all expenses of taking, holding, managing and operating the Property (including compensation for the services of all persons employed for such purposes) apply such amounts to the cost of all maintenance, repairs, renewals, replacements, additions betterments, improvements, purchases and acquisitions; the cost of insurance; taxes, assessments and other similar charges as Mortgagee may at its option pay; other proper charges upon the Property or any part thereof; and the reasonable compensation, expenses and disbursements of the attorneys and agents of Mortgagee. Mortgagee shall apply the remainder of the monies and proceeds so received by Mortgagee, to the payment of accrued interest, fees due and owing, and to the payment of any outstanding principal of the Indebtedness in whatever order Mortgagee may elect.

(c) Foreclosure and Power of Sale. If an Event of Default shall have occurred, in addition to all other remedies available to Mortgagee, Mortgagee may sell the Property to the highest bidder at public auction in front of the courthouse door in the county or counties, as may be required, where the Property is located, either in person or by auctioneer, after having first given notice of the time, place and terms of sale, together with a description of the property to be sold, by publication once a week for three (3) successive weeks prior to said sale in some newspaper published in said county or counties, as may be required, and, upon payment of the purchase money, Mortgagee or any person conducting the sale for Mortgagee is authorized to execute to the purchaser at said sale a deed to the Property so purchased. Mortgagee may bid at said sale and purchase the Property, or any part thereof, if the highest bidder therefor. At the foreclosure sale the Property may be offered for sale and sold as a whole without first offering it in any other manner or may be offered for sale and sold in any other manner as Mortgagee may elect. The provisions of this section shall apply with respect to Mortgagee's enforcement of rights or interests in personal property which constitutes Property hereunder.

The proceeds of any foreclosure sale pursuant to this section, shall be applied as follows: (a) first, to the costs and expenses of advertising, selling and conveying the Collateral or the Property (as the case may be) including a reasonable attorneys' fee for such service as may be necessary in the collection of the Indebtedness secured by this Mortgage or the foreclosure of this Mortgage; (b) second, to the repayment of any money, with interest thereon to the date of sale, which Mortgagee may have paid, or become liable to pay, or which it may then be necessary to pay for taxes, insurance, assessments or other charges, liens, or debts as hereinabove provided, and as may be provided in the Loan Documents, such repayment to be applied in the manner determined by Mortgagee; (c) third, to the payment of the Indebtedness secured hereby, with interest to date of sale at the applicable rate or rates, whether or not all of such Indebtedness is then due; and (d) fourth, the balance, if any, shall be paid as provided by law.

If an Event of Default exists, Mortgagee shall have with respect to the fixtures all rights and remedies of a secured party under the UCC, including the right to sell them at public or private sale or otherwise dispose of, lease or use them, without regard to preservation of the Collateral or its value and without the necessity of a court order. At Mortgagee's request, Mortgagor shall assemble the Collateral and make it available to Mortgagee at any place designated by Mortgagee. To the extent permitted by law, Mortgagor expressly



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waives notice and any other formalities prescribed by law with respect to any sale or other disposition of the Collateral or exercise of any other right or remedy upon default. Mortgagor agrees that Mortgagee may sell or dispose of both the Property and the Collateral in accordance with the rights and remedies granted under this Mortgage with respect to the Property.

(d) Pursue Remedies. If an Event of Default shall have occurred and be continuing, Mortgagee may, in addition to the other rights and remedies provided in this Mortgage, either with or without entry or taking possession as provided herein 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 Indebtedness or the performance of any term, covenant, condition or agreement of this Mortgage or any other Loan Document, or any other rights and (ii) to pursue any other remedies available to it, all as Mortgagee shall determine most effectual for such purposes, including, but not limited to, the exercise of all rights and remedies available to Mortgagee as a secured party under the UCC and to exercise all rights and remedies provided to Mortgagee under this Mortgage and any assignment of leases and rents conveyed to Mortgagee in connection with this Mortgage. Should Mortgagee have proceeded to enforce any right, power or remedy under this Mortgage by foreclosure, entry or otherwise, and such proceeding shall have been discontinued or abandoned for any reason, or shall have been determined adversely to Mortgagee, then and in every such case, Mortgagor and Mortgagee shall be restored to their former positions and rights hereunder, and all rights, powers and remedies of Mortgagee shall continue as if no such proceeding had taken place. Mortgagee shall have the power to: (i) institute and maintain any suits and proceedings as Mortgagee may deem expedient to prevent any impairment of the Property by acts which may be unlawful or in violation of the Mortgage; (ii) preserve, insure or protect its interest in the Property and in the rents, issues, profits and revenues arising therefrom; and (iii) restrain the enforcement of or compliance with any legislation or other governmental enactment, rule or order that may be unconstitutional or otherwise invalid, if the enforcement of or compliance with such enactment, rule or order would impair the Property or be prejudicial to the interests of Mortgagee. Mortgagor expressly waives, to the maximum extent permitted by law, any law that may operate to rescind the acceleration of the indebtedness secured hereby and reinstate such Indebtedness in accordance with its terms following the withdrawal of any foreclosure proceedings by Mortgagee, and Mortgagor acknowledges and agrees that such rescission and reinstatement shall occur only upon written agreement of Mortgagee. In the case of any receivership, insolvency, bankruptcy, reorganization, arrangement, adjustment, composition or other proceedings affecting Mortgagor or the creditors or property of Mortgagor, Mortgagee, to the extent permitted by law, shall be entitled to file such proofs of claim and other documents as may be necessary or advisable in order to have the claims of Mortgagee allowed in such proceedings for the entire amount of the Indebtedness at the date of the institution of such proceedings and for any additional portion of the Indebtedness accruing after such date.

(e) Appointment of Receiver. If an Event of Default shall have occurred and be continuing, Mortgagee, upon application to a court of competent jurisdiction, shall be entitled as a matter of right without notice and without regard to the occupancy or value of any security for the Indebtedness or the solvency of any party bound for its payment, to the appointment of a receiver to take possession of and operate the Property and collect and apply the revenues, and Mortgagor hereby consents thereto. The receiver shall have all of the rights and powers permitted under the laws of the State of Alabama. Mortgagor shall pay to Mortgagee upon demand, all expenses, including, without limitation, receivers' fees, reasonable attorneys' fees, costs and agent's compensation, all incurred pursuant to such appointment, all of which shall be considered a part of the Indebtedness secured hereby.

(f) Personal Property. Mortgagee shall give Mortgagor reasonable notice of the time and place of any public sale of the personal property or of the time after which any private sale or other intended disposition of the personal property is to be made. Unless otherwise required by applicable law, reasonable notice shall mean notice given at least ten (10) days before the time of the sale or disposition. Any sale of the personal property may be made in conjunction with any sale of the Property.

(g) Election of Remedies. Election of Mortgagee to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Mortgagor under this Mortgage, after Mortgagor's failure to perform, shall not affect Mortgagee's right to declare a default and exercise its remedies. Nothing under this Mortgage or otherwise shall be construed



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so as to limit or restrict the rights and remedies available to Mortgagee following an Event of Default, or in any way to limit or restrict the rights and ability of Mortgagee to proceed directly against Mortgagor and/or Borrower and/or against any other co-maker, guarantor, or surety and/or to proceed against any other collateral directly or indirectly securing the Indebtedness.

(h) Remedies Cumulative. Each right, power and remedy conferred upon or reserved to Mortgagee are distinct and exclusive of any other right, power, or remedy and shall be cumulative and in addition to any other right or remedy under this Mortgage, the Loan Documents or afforded by law or equity, and may be exercised concurrently, independently or successively. The liability of Mortgagor hereunder shall, if more than one, be joint and several.

18. ATTORNEYS' FEES; EXPENSES. Mortgagor shall upon demand pay reasonable attorneys' fees and all expenses incurred by Mortgagee in connection with the collection of the Indebtedness; the enforcement of the provisions of this Mortgage or the Loan Documents; or any suit or legal proceeding (including any proceeding conducted before any United States Bankruptcy Court) concerning the Property, the lien of this Mortgage, the Indebtedness or compliance by Mortgagor with any of the provisions of this Mortgage or the Loan Documents. Mortgagor shall be liable for such attorneys' fees and expenses whether or not any suit or proceeding is commenced. Such fees and expenses shall become a part of the Indebtedness and shall bear interest at the rate from time to time in effect under the Note from the date of expenditure until repaid. Expenses covered by this section, subject to any limits under applicable law, shall include, without limitation, legal expenses, court cost, cost of appeals, post-judgment collection services and the cost of searching records, title reports (including foreclosure reports), surveyors' reports, environmental reports, appraisal fees, and title insurance.

19. ANTI-MARSHALLING PROVISIONS. Notwithstanding the existence of any other liens and security interests in the Property securing the Indebtedness or held by Mortgagee or by any other party, Mortgagee shall have the right to determine the order in which any or all of the Property, including the Collateral, shall be subjected to the remedies available to Mortgagee, and Mortgagee shall further have the right to determine the order in which any or all portions of the Indebtedness are satisfied from the proceeds realized upon the exercise of any remedy it has. Mortgagor hereby irrevocably waives any and all rights to require the marshalling of assets in connection with the exercise of any of Mortgagee's remedies permitted by applicable law or provided herein or to require that Mortgagee resort to any particular Property or any part thereof.

20. WAIVER OF EXEMPTION. Mortgagor waives all rights of exemption pertaining to real or personal property as to any Indebtedness secured by or that may be secured by this Mortgage, and Mortgagor waives the benefit of any statute regulating the obtaining of a deficiency judgment or requiring that the value of the Property be set off against any part of the Indebtedness secured hereby. Except to the extent prohibited by law, Mortgagor waives all appraisal rights relating to the Property.

21. DEFICIENCY. Upon the occurrence of an Event of Default hereunder, along with other remedies set out herein and in the Loan Documents, Mortgagee may foreclose upon the Property and seek a deficiency judgment.

22. TENANCY AT SUFFERANCE. If Mortgagor remains in possession of the Property after the Property is sold as provided above or Mortgagee otherwise becomes entitled to possession of the Property, Mortgagor shall become a tenant at sufferance of Mortgagee or the purchaser of the Property and shall, at Mortgagee's option, either pay a reasonable rental for the use of the Property, or vacate the Property immediately upon the demand of Mortgagee.

23. DUE ON SALE OR TRANSFER. Mortgagee may, at Mortgagee's option, declare immediately due and payable all sums secured by this Mortgage upon the sale, transfer, pledge of all or any part of the Property or upon granting a security interest in, or otherwise pledging, hypothecating or otherwise encumbering all or any part of the Property without Mortgagee's prior written consent. A "sale or transfer" means the conveyance of Property or any right, title or interest in the Property or any party thereof, whether legal, beneficial or equitable, whether voluntary or involuntary, whether by outright sale, deed, installment



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sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, granting of a lien, or transfer of any beneficial interest in or to any land trust or other trust or entity holding title to the Property, or by any other method of conveyance of an interest in the Property. If any Mortgagor is a not a natural person, transfer also includes any restructure, merger, acquisition or a change in ownership, whether individually or cumulatively, of more than forty-nine percent (49%) of the voting stock, partnership interests or limited liability company interests, as the case may be, of such Mortgagor ("Change in Control"). However, this option shall not be exercised by Mortgagee if such exercise is prohibited by federal law or by other applicable law. Mortgagor has not agreed with any third party not to assign, pledge, hypothecate, transfer or grant a security interest in the Property.

24. MORTGAGOR'S CONTINUING OBLIGATION. This Mortgage shall remain as security for full payment of the Indebtedness under this Mortgage and for performance of any obligation evidenced by the Loan Documents, notwithstanding any of the following: (a) the sale or release of all or any part of the Property; (b) the assumption by another party of Mortgagor's or Borrower's obligations under this Mortgage, the Note or the Loan Documents; (c) the incurrence of additional Indebtedness; (d) the forbearance or extension of time for payment of the Indebtedness or for performance of any obligations by Mortgagor under this Mortgage or the Loan Documents, whether granted to Mortgagor, Borrower, or to a subsequent owner of the Property; (e) the release of any party that is primarily or secondarily obligated for the payment any Indebtedness secured by this Mortgage or the performance of any other obligations under this Mortgage or the Loan Documents; (f) the release or substitution of collateral as security for the Indebtedness; and (g) the exercise by Mortgagee of any rights or remedies related to the Property without having first resorted to any other property securing the Indebtedness or demanding payment from person or entity primarily or secondarily obligated to pay the Indebtedness. None of the foregoing shall, in any way, affect the full force and effect of the lien of this Mortgage or impair Mortgagee's right to a deficiency judgment in the event of foreclosure against Mortgagor, Borrower, or any party who had assumed payment of the Indebtedness or who assumed any other obligations, the performance of which is secured by this Mortgage.

25. RELEASE AND CANCELLATION. Upon (a) the full and final payment and performance of all obligations and liabilities of Mortgagor under this Mortgage, (b) full and final payment of the Indebtedness secured hereby, and (c) the termination of any commitment or agreement by Mortgagee to make advances, incur obligations or give value to Borrower or Mortgagor under the Note, any Loan Document, or any other document (including without limitation advances, obligations or value relating to future advances, open-end, revolving or other lines of credit or letters of credit), then a suitable satisfaction of this Mortgage shall be executed and delivered to Mortgagor and this conveyance shall be null and void and may be cancelled of record at the request and cost (except as prohibited by applicable law) of Mortgagor.

26. FURTHER ASSURANCES. At any time, and from time to time, upon request of Mortgagee, Mortgagor shall make, execute and deliver, or shall cause to be made, executed or delivered, to Mortgagee or to Mortgagee's designee, and when requested by Mortgagee, cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such times and in such offices and places as Mortgagee may deem appropriate, any and all such mortgages, deeds of trust, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Mortgagee, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve Mortgagor's obligations under this Mortgage and any Loan Document, and the liens and security interests granted in this Mortgage as first and prior lien on the Property. Upon any failure by Mortgagor to perform any of its obligations under this section, Mortgagee may make, execute, record, file, re-record and/or refile any and all such deeds to secure debt, security agreements, financing statements, fixture filings, continuation statements, instruments, certificates, and documents for and in the name of Mortgagor and Mortgagor hereby irrevocably appoints Mortgagee the agent and attorney-in-fact of Mortgagor so to do, which shall constitute a power coupled with an interest by virtue of this Mortgage. The lien hereof shall automatically attach, without further act, to all after acquired property attached to and/or used in the operation of the Property or any part thereof. Mortgagor shall reimburse Mortgagee for all costs and expenses incurred in connection with the matters referred to in this section.



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27. NOTICES. Except for any notice required under applicable law to be given in another manner, any notice required to be given under this Mortgage, including without limitation any notice of an Event of Default and any notice of sale shall be given in writing, and shall be effective when actually delivered (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, three (3) days after being deposited in the United States mail as first class or certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Mortgage. All copies of notices of foreclosure from the holder of any lien which has priority over this Mortgage shall be sent to Mortgagee's address, as shown near the beginning of this Mortgage. Any party may change its address for notices under this Mortgage by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Mortgagor agrees to keep Mortgagee informed at all times of Mortgagor's current address. Unless otherwise provided or required by law, if there is more than one Mortgagor, any notice given by Mortgagee to any Mortgagor is deemed to be notice given to all Mortgagors.

28. GOVERNING LAW. This Mortgage shall be governed by the laws of the State of Alabama without regard to its conflicts of law principles.

29. CHOICE OF VENUE. Any legal action with respect to this Mortgage may be brought in the courts of the State of Alabama or in the appropriate United States District Court situated in Alabama, and Mortgagor hereby accepts and unconditionally submits to the jurisdiction of such courts. Mortgagor hereby waives any objection to the laying of venue based on the grounds of forum non conveniens with respect thereto.

30. NO WAIVER BY MORTGAGEE. Mortgagee shall not be deemed to have waived any rights under the Note, this Mortgage, or any of the Loan Documents unless such waiver is given in writing and signed by Mortgagee. No delay or omission on the part of Mortgagee in exercising any right, power or remedy shall exhaust or impair any such right, power or remedy or shall be construed to be a waiver of any such Event of Default, or acquiescence therein; and every right, power and remedy given by this Mortgage to Mortgagee may be exercised from time to time and as often as may be deemed expedient by Mortgagee. No consent or waiver, express or implied, by Mortgagee to or of any breach, default or Event of Default by Mortgagor in the performance of the obligations thereof hereunder shall be deemed or construed to be a consent or waiver to or of any other breach, default or Event of Default in the performance of the same or any other obligations of Mortgagor hereunder. Failure on the part of Mortgagee to complain of any act or failure to act or to declare an Event of Default, irrespective of how long such failure continues, shall not constitute a waiver by Mortgagee of its rights hereunder or impair any rights, powers or remedies consequent on any breach, or Event of Default by Mortgagor. A waiver by Mortgagee of a provision of this Mortgage or any of the Loan Documents shall not prejudice or constitute a waiver of Mortgagee's right otherwise to demand strict compliance with that provision or any other provision of this Mortgage or any of the Loan Documents. No prior waiver with regard to any transaction or matter by Mortgagee, nor any course of dealing between Mortgagee and Mortgagor or Mortgagee and Borrower, shall constitute a waiver of any of Mortgagee's rights or of any of Mortgagor's obligations as to any future matter or transaction. Whenever the consent of Mortgagee is required under this Mortgage or any of the Loan Documents, the granting of such consent by Mortgagee in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Mortgagee.

31. NON-LIABILITY OF MORTGAGEE. The relationship between Mortgagor and Mortgagee created by this Mortgage is strictly a debtor and creditor relationship and not fiduciary in nature, nor is the relationship to be construed as creating any partnership or joint venture between Mortgagee and Mortgagor. Mortgagor is exercising Mortgagor's own judgment with respect to Mortgagor's business. All information supplied to Mortgagee is for Mortgagee's benefit only and no other party is entitled to rely on such information. There is no duty for Mortgagee to review, inspect, supervise or inform Mortgagor of any matter with respect to Mortgagor's or Borrower's business. Mortgagee and Mortgagor intend that Mortgagee may reasonably rely on all information supplied by Mortgagor to Mortgagee, together with all representations and warranties given by Mortgagor to Mortgagee, without investigation or confirmation by Mortgagee and that any investigation or failure to investigate shall not diminish Mortgagee's right to so rely. Mortgagee



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may act or refrain from acting pursuant to any right or option given to it under this Mortgage and Mortgagor shall have not right or expectation of any action or inaction by Mortgagee.

32. AMENDMENTS. No alteration of or amendment to this Mortgage shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

33. SEVERABILITY. If a court of competent jurisdiction finds any provision of this Mortgage to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Mortgage. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Mortgage shall not affect the legality, validity or enforceability of any other provision of this Mortgage.

34. ENTIRE AGREEMENT. This Mortgage, together with the Loan Documents, is the final expression of the agreement between the parties hereto and this Mortgage may not be contradicted by evidence of any prior oral agreement between such parties. All previous oral agreements between the parties hereto have been incorporated into this Mortgage and the Loan Documents, and there is no unwritten oral agreement between the parties hereto in existence.

35. SOLE DISCRETION OF MORTGAGEE. Whenever Mortgagee's consent or approval is required under this Mortgage, the decision as to whether or not to consent or approve shall be in the sole and exclusive discretion of Mortgagee and Mortgagee's decision shall be final and conclusive.

36. SUCCESSOR INTERESTS. The terms of this Mortgage shall be binding upon Mortgagor, and upon Mortgagor's heirs, personal representatives, successors and assigns, and shall be enforceable by Mortgagee and its successors and assigns.

37. NO MERGER. Mortgagor agrees that this Mortgage and the lien granted hereby shall not merge in fee simple title to the Property, and if Mortgagee acquires any additional or other interest in or to the Property or the ownership thereof, then, unless a contrary intent is manifested by Mortgagee as evidenced by an express statement to that effect in an appropriate document duly recorded, this Mortgage and the lien hereof shall not merge in the fee simple title and this Mortgage may be foreclosed as if owned by a stranger to the fee simple title.

38. WAIVER OF CONSEQUENTIAL AND PUNITIVE DAMAGES. Mortgagor further waives any right Mortgagor may have to claim or recover, in any suit, action or proceeding, whether by claim or counterclaim, any exemplary, punitive, consequential, special or other similar damages against Mortgagee in connection with the loan with respect to this Mortgage, the Note, or any other loan documents or which in any way relates, directly or indirectly, to the Indebtedness hereby secured or any event, transaction, or occurrence arising out of or in any way connected with the Indebtedness hereby secured, or the dealings of the parties with respect thereto, including any claim in the nature of a failure by Mortgagee to perform its obligations, if any, under this Mortgage, the Note, or the other Loan Documents. Mortgagor acknowledges and agrees that this Section is a specific and material aspect of this Mortgage and that Mortgagee would not extend credit to Mortgagor if the waivers set forth in this Section were not a part of this Mortgage.

39. TIME IS OF THE ESSENCE. Time is of the essence in all matters set forth in this Mortgage.

40. MISCELLANEOUS. The captions and headings of the sections of this Mortgage are for convenience only and shall not be used to interpret or define any provisions. Whenever used, the singular shall include the plural, and the plural the singular, and the use of any gender shall be applicable to all genders.

41. WAIVER OF JURY TRIAL. MORTGAGOR KNOWINGLY, VOLUNTARILY, INTENTIONALLY, AND IRREVOCABLY WAIVES THE RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT ANY



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MATTERS OR CLAIMS ARISING OUT OF THIS MORTGAGE OR ANY LOAN DOCUMENT EXECUTED IN CONNECTION HERewith OR OUT OF THE CONDUCT OF THE RELATIONSHIP BETWEEN MORTGAGOR AND MORTGAGEE, IN EACH CASE WHETHER SOUNDING IN CONTRACT OR TORT OR OTHERWISE. MORTGAGOR AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT MORTGAGEE MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS PROVISION WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF MORTGAGOR TO THE WAIVER OF ITS RIGHT TO TRIAL BY JURY. MORTGAGOR ACKNOWLEDGES THAT MORTGAGOR HAS HAD THE OPPORTUNITY TO CONSULT WITH COUNSEL REGARDING THIS PROVISION, FULLY UNDERSTANDS ITS TERMS, CONTENT AND EFFECT, AND VOLUNTARILY AND KNOWINGLY AGREES TO THE TERMS OF THIS PROVISION. THIS PROVISION IS A MATERIAL INDUCEMENT FOR MORTGAGEE TO MAKE THE LOAN EVIDENCED BY THE NOTE OR OTHER FINANCIAL ACCOMMODATIONS SECURED BY THIS MORTGAGE. FURTHER, MORTGAGOR HEREBY CERTIFIES THAT NEITHER ANY REPRESENTATIVE OR AGENT OF MORTGAGEE, NOR MORTGAGEE'S COUNSEL, HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT MORTGAGEE WOULD NOT SEEK TO ENFORCE THIS WAIVER OF RIGHT TO JURY TRIAL PROVISION IN THE EVENT OF LITIGATION. FURTHER, NO REPRESENTATIVE OR AGENT OF MORTGAGEE, NOR MORTGAGEE'S COUNSEL, HAS THE AUTHORITY TO WAIVE, CONDITION OR MODIFY THIS PROVISION.

[SIGNATURES AND ACKNOWLEDGEMENTS ON FOLLOWING PAGES.]




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[MORTGAGE, SECURITY AGREEMENT AND FIXTURE FILING –SIGNATURE PAGE.]

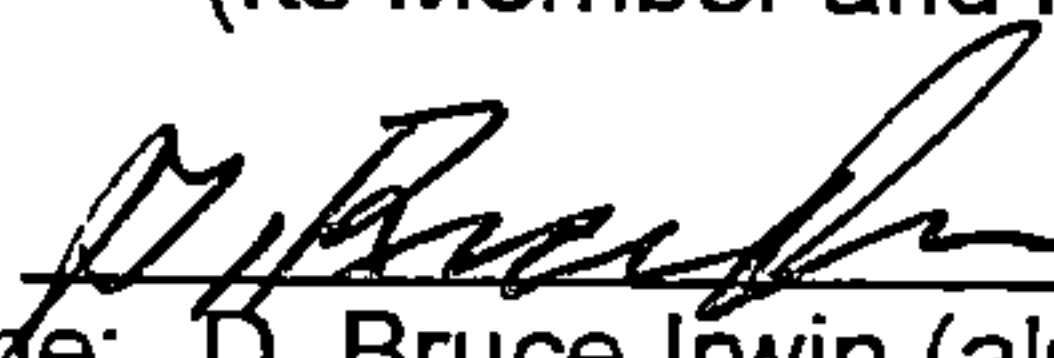
In Witness Whereof, Mortgagor has executed and given under the seal of all parties hereto this Mortgage on the date of its acknowledgment below and effective as of the date first written above, and it is intended that this Mortgage is and shall constitute and have the effect of a sealed instrument according to law.

DBI Properties, LLC, a
Delaware limited liability company

By:  (SEAL)
Name: D. Bruce Irwin (also known as
Donald Bruce Irwin)
Title: Manager

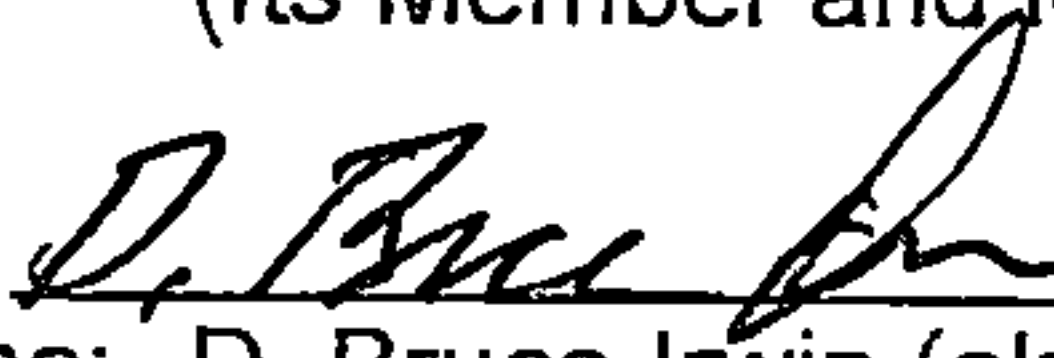
DBI Properties- Oxford LLC, a
Florida limited liability company

BY: DBI Properties, LLC, a
Delaware limited liability company
(Its Member and Manager)

By:  (SEAL)
Name: D. Bruce Irwin (also known as
Donald Bruce Irwin)
Title: Manager


DBI Properties- Greystone LLC, a
Florida limited liability company


BY: DBI Properties, LLC, a
Delaware limited liability company
(Its Member and Manager)

By:  (SEAL)
Name: D. Bruce Irwin (also known as
Donald Bruce Irwin)
Title: Manager

DBI Properties- CBR LLC, an
Alabama limited liability company

BY: DBI Properties, LLC, a
Delaware limited liability company
(Its Member and Manager)

By:  (SEAL)
Name: D. Bruce Irwin (also known as
Donald Bruce Irwin)
Title: Manager

 (SEAL)
D. Bruce Irwin (also known as Donald Bruce Irwin)
Individually

STATE OF ALABAMA
COUNTY OF JEFFERSON



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I, the undersigned, a Notary Public in and for said County in said State, hereby certify that D. Bruce Irwin (also known as Donald Bruce Irwin), whose name as Manager of DBI Properties, 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 such Manager and with full authority, executed the same voluntarily for and as the act of said company.

Given under my hand this 13th day of May 2022.

[NOTARIAL SEAL]

WILLIAM CRAIG BROWN

NOTARY PUBLIC, ALABAMA STATE AT LARGE

MY COMMISSION EXPIRES DEC. 14, 2024

Notary Public

My commission expires:

12/14/2024

STATE OF ALABAMA
COUNTY OF JEFFERSON

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that D. Bruce Irwin (also known as Donald Bruce Irwin), whose name as Manager of DBI Properties, LLC, a Delaware limited liability company, the Member and Manager of DBI Properties- Oxford, LLC, a Florida 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 such Manager of DBI Properties, LLC, a Delaware limited liability company, the Member and Manager of DBI Properties- Oxford, LLC, a Florida limited liability company, and with full authority, executed the same voluntarily for and as the act of said company.

Given under my hand this 13th day of May 2022.

[NOTARIAL SEAL]

WILLIAM CRAIG BROWN

NOTARY PUBLIC, ALABAMA STATE AT LARGE

MY COMMISSION EXPIRES DEC. 14, 2024

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My commission expires:

12/14/2024

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COUNTY OF JEFFERSON

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Given under my hand this 13th day of May 2022.

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WILLIAM CRAIG BROWN

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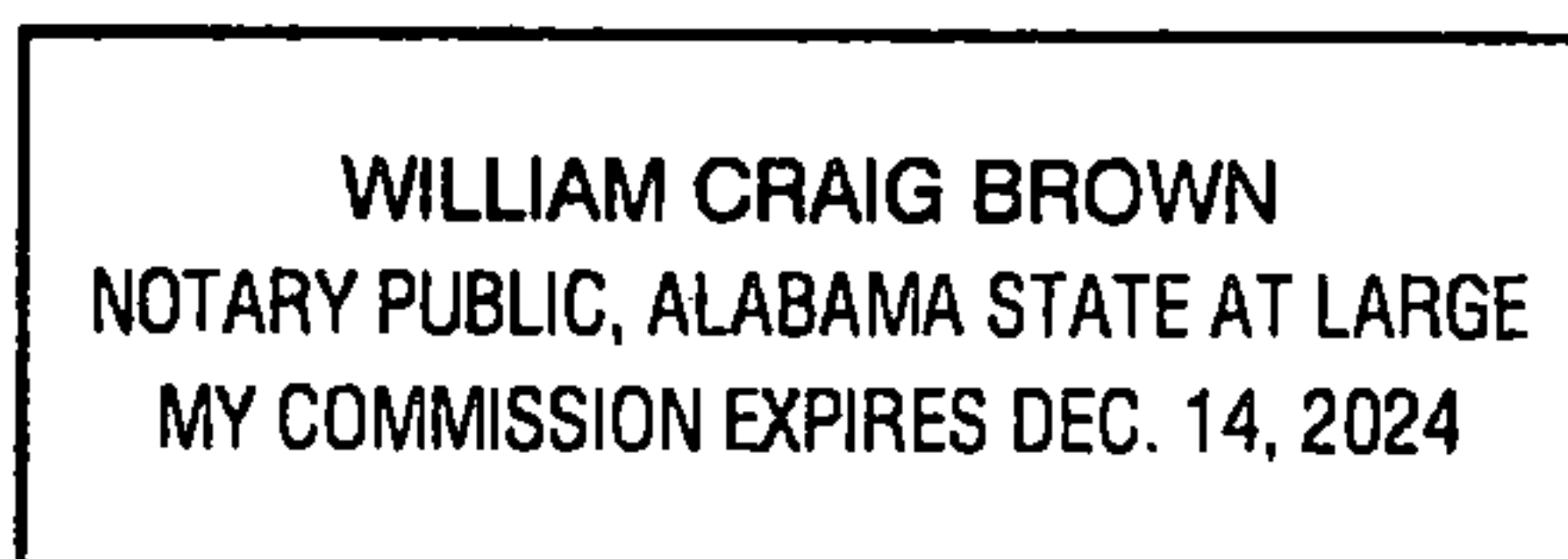
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STATE OF ALABAMA
COUNTY OF JEFFERSON

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that D. Bruce Irwin (also known as Donald Bruce Irwin), whose name as Manager of DBI Properties, LLC, a Delaware limited liability company, the Member and Manager of DBI Properties- CBR, LLC, an Alabama 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 such Manager of DBI Properties, LLC, a Delaware limited liability company, the Member and Manager of DBI Properties- CBR, LLC, an Alabama limited liability company, and with full authority, executed the same voluntarily for and as the act of said company.

Given under my hand this 13th day of May 2022.

[NOTARIAL SEAL]



Notary Public

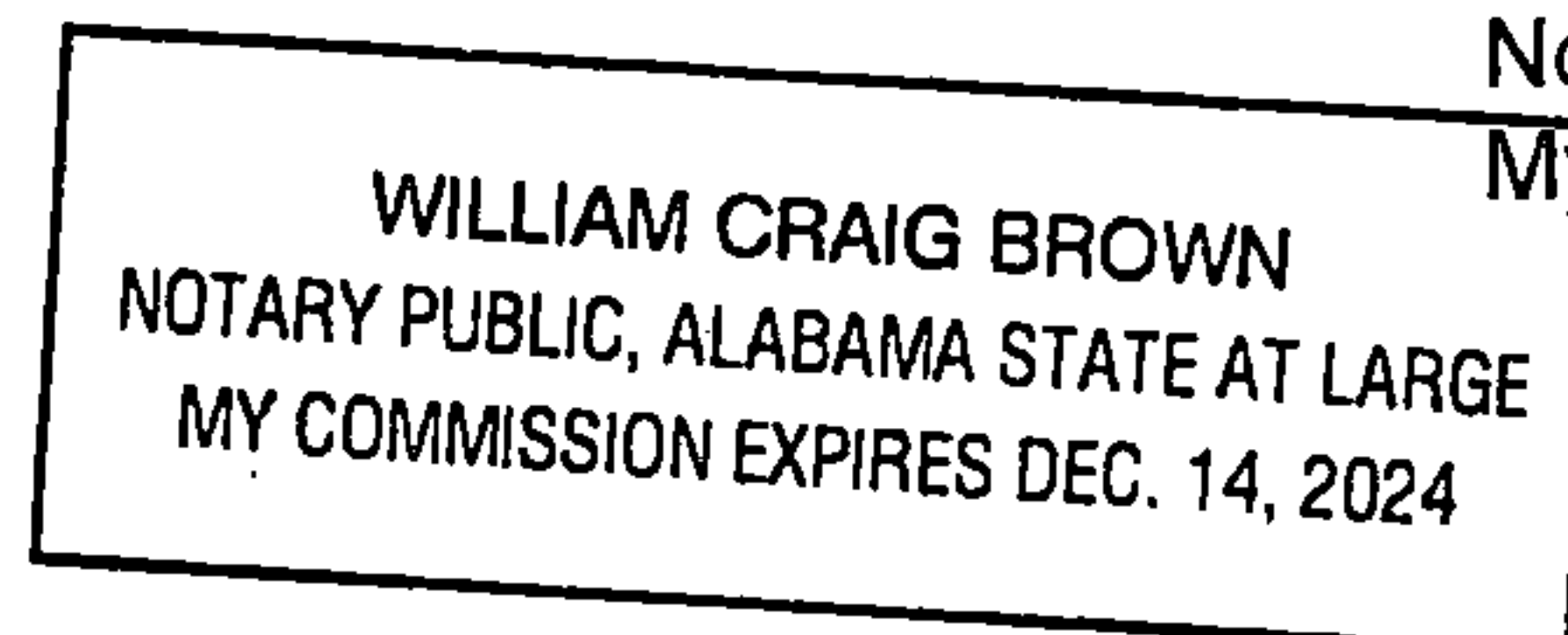
My commission expires: 12/14/2024

STATE OF ALABAMA
COUNTY OF JEFFERSON

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that D. Bruce Irwin (also known as Donald Bruce Irwin), whose name 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, being informed of the contents of this instrument, and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand this 13th day of May 2022.

[NOTARIAL SEAL]



Notary Public

My commission expires: 12/14/2024

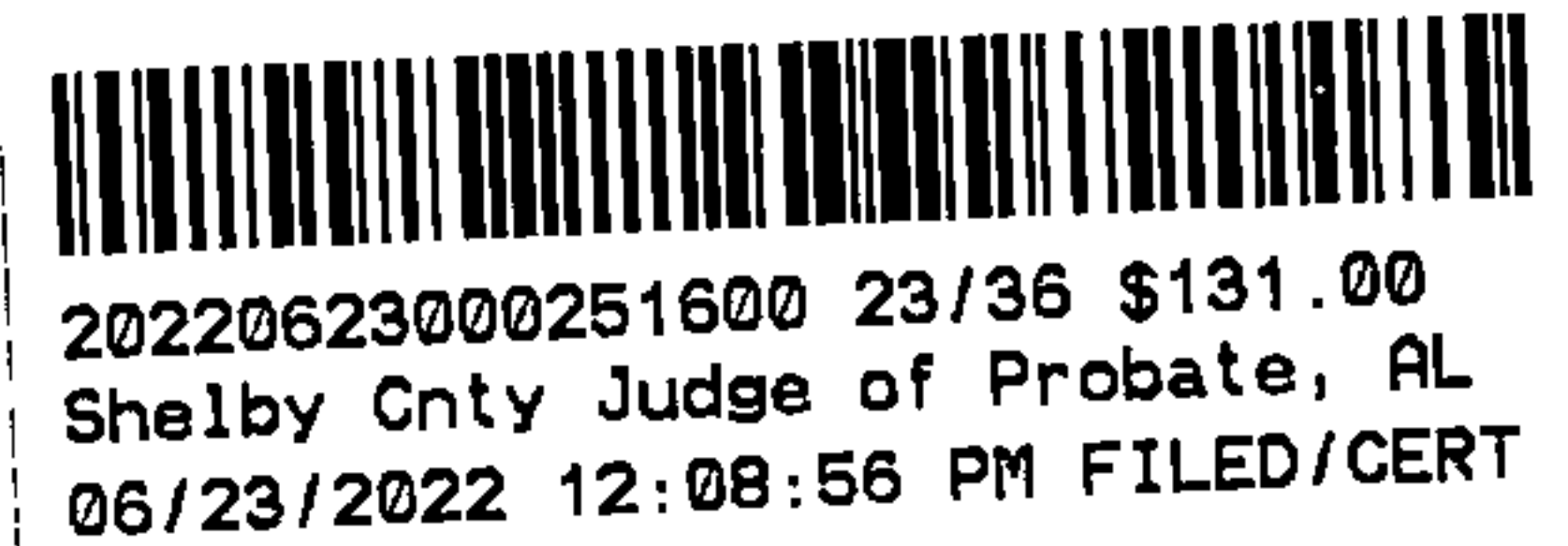


EXHIBIT A

(Legal Description of the Property)

PARCEL 1

Lots 1C & 1D, according to the Final Plat of Balmoral Phase I Resurvey No. 3, as recorded in Map Book 40, page 116, in the Probate Office of Shelby County, Alabama.

Property address: 100 and 120 Colonial Promenade Parkway, Alabaster, Al 35007

PARCEL 2

Lot 7B, according to the Survey of Second Amended Plat of Eastwood Village, as recorded in Map Book 225, page 29, in the Probate Office of Jefferson County, Alabama, Birmingham Division.

Property address: 1652 Montclair Rd., Birmingham, Al 35210

PARCEL 3

Lot D, according to the Survey of Capital Market Center Tuscaloosa prepared by Gonzalez-Strength & Associates, Inc., as recorded in Map Book 2008, page 236, in the Probate Office of Tuscaloosa County, Alabama.

SOURCE OF TITLE: Deed Book 2009, page 1853

Property Address: 9070 Highway 69 South, Tuscaloosa, Al 35405

PARCEL 4

Parcel 4E, according to the Map of Premiere Place Plat No. 2, as recorded in Plat Book 2006, page 25, in the Probate Office of Autauga County, Alabama.

Together with easement rights granted in that certain Declaration of Restrictions and Grant of Easements recorded in Real Property Book 428, page 42, in the Probate Office of Autauga County, Alabama.

Together with easement rights granted in that certain Easements with Covenants and Restrictions affecting the land recorded in Real Property Book 444, page 311, as amended by Real Property Book 2009, page 4204, in the Probate Office of Autauga County, Alabama.

Together with easement rights granted in that certain Declaration of Easements and Restrictions recorded in Real Property Book 572, page 73, in the Probate Office of Autauga County, Alabama.

Property address: 1965 Cobbs Ford Road, Prattville, Al 36066

PARCEL 5

Lot 4, according to the Survey of EastChase Plaza, as recorded in Map Book 50, page 76, in the Probate Office of Montgomery County, Alabama.

TOGETHER WITH those certain non-exclusive easement rights granted by virtue of Amended and Restated Operation and Easement Agreement between Target Corporation, Kohl's Department Stores, Inc. and Eastchase Plaza, LLC for EastChase Plaza, Montgomery, Alabama, as recorded in Real Property Book



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2839, page 459 in the Probate Office of Montgomery County, Alabama. As affected by Assignment of Certain Agreements Hereinafter Mentioned by between EastChase Land Company, LLC and EastChase Plaza, LLC recorded in Real Property Book 2706, page 911 in said Probate Office.

TOGETHER WITH those certain non-exclusive easement rights granted by virtue of Declaration of Easements, Covenants, Conditions and Restrictions by and between EastChase Plaza, LLC and The Taylor-Ryan Improvement District dated 8/27/2004, filed for record 8/30/2004, recorded in Real Property Book 2948, page 397 being assigned by that certain Assignment of Certain Agreements dated 11/10/2005, showing The Taylor-Ryan Improvement District, as Assignor, and The Taylor-Ryan Improvement District No. 2, as Assignee, filed for record 11/17/2005, recorded in Real Property Book 3210, page 223, in the Probate Office of Montgomery County, Alabama.

Property address: 2570 Berryhill Rd, Montgomery, AL 36117

PARCEL 6

Lot 1, according to the Survey of Wal-Mart Square, as recorded in Map Book 70, page 25, in the Probate Office of Mobile County, Alabama.

TOGETHER WITH those certain access and easement rights which benefit the above described property as set out in that certain Access and Utility Easement by and between Wal-Mart Real Estate Business Trust and DFW Venture No. One, recorded in Real Property Book 4514, page 1343, in the Probate Office of Mobile County, Alabama.

Property address: 1097 Industrial Pkwy, Saraland, AL 36571

PARCEL 7

A parcel of land situated in the Northeast Quarter of the Southeast Quarter, of Section 26, Township 4 South, Range 1 East, said property being more particularly described as follows:

Commence at the northeast corner of Lot 5, Mountain View Subdivision, as recorded in Plat Book 5, Page 5, in the Office of the Judge of Probate of Madison County, Alabama; said point also being on the south right of way line of Sutton Road; thence run South 88° 59' 34" East, along the South right of way of Sutton Road for a distance of 1037.91 feet to a point; thence continuing along the Right of Way of Sutton Road run South 88° 56' 51" East for a distance of 731.19 feet to an iron pin found on the West right of way of Taylor Road; thence continuing along the Right of Way of Sutton Road run South 88° 58' 40" East for a distance of 131.16 feet to an iron pin set on the East right of way of Taylor Road, said point being the POINT OF BEGINNING of the following described parcel; thence continuing along the Right of Way of Sutton Road run South 89° 01' 52" East for a distance of 288.04 feet to an iron pin set; thence leaving the South right of way of Sutton Road run South 01° 16' 31" West for a distance of 394.40 feet; to the East right of way of Taylor Road and a Nail found at the Point of Curvature of a non tangent curve to the left, having a radius of 229.66 feet, a central angle of 11° 47' 20", a chord length of 47.17 feet and a chord bearing of North 43° 26' 57" West; thence continue along the East right of way of Taylor Road and the arc of said curve for a distance of 47.25 feet to an Iron Pin found at the point of tangency of said curve; thence run North 49° 19' 03" West along the East right of way of Taylor Road for a distance of 289.56 feet to a Monument Found at the Point of Curvature of a non-tangent curve to the right, having a radius of 131.23 feet, a central angle of 51° 00' 41" a chord length of 113.02 feet and a chord bearing of North 23° 53' 17" West; thence continue along the East right of way of Taylor Road and the arc of said curve for a distance of 116.84 feet to a Monument Found at the Point of Tangency of said curve; thence run North 01° 11' 18" East along the East right of way of Taylor Road for a distance of 57.25 feet to an iron pin found; thence run North 48° 04' 50" East for a distance of 23.35 feet to the Point of Beginning.

Property address: 410 Sutton Rd., Huntsville, AL 35763

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PARCEL 8

Lot 5C, according to the Survey of Gardendale Exchange's Resurvey, as recorded in Map Book 220, page 98, in the Probate Office of Jefferson County, Alabama, Birmingham Division.

TOGETHER WITH easement rights granted in that certain Construction, Restrictions and Reciprocal Easement Agreement as recorded in Instrument 200306/2725, in the Probate Office of Jefferson County, Alabama.

Property address: 919 Odum Rd, Gardendale, Al 35071

PARCEL 9

Lot 20B of Tiger Town Subdivision, Resubdivision of Lot 20, according to that certain plat filed for record in the Office of the Judge of Probate of Lee County, Alabama, in Plat Book 25, page 194.

Property address: 2544 Enterprise Dr, Opelika, Al 36801

PARCEL 10

A parcel of land situated in the Northeast one-quarter of the Southwest one-quarter of Section 25, Township 16 South, Range 3 East, St. Clair County, Alabama, being more particularly described as follows:

Commence at the Southeast corner of said quarter-quarter; thence run North 00°16'41" East along the East line of said quarter-quarter for a distance of 671.74 feet; thence leaving said East line, run North 86°39'54" West for a distance of 71.25 feet to a found Darty capped rebar, said point being the POINT OF BEGINNING; thence run North 86°38'09" West for a distance of 33.92 feet to a found 1/2" rebar; thence run North 00°15'09" East for a distance of 105.07 feet to a found Darty capped rebar; thence run North 89°56'15" West for a distance of 107.59 feet to an iron pin set; thence run South 00°33'18" West for a distance of 493.79 feet to an iron pin set, said point being a point on the Northernmost right of way line of Robin Drive and a point on a curve to the right, said curve having a radius of 529.66 feet, a central angle of 16°13'37", a chord bearing of North 72°22'48" East for a chord distance of 149.51 feet; thence run along arc of said curve and along said right of way for a distance of 150.01 feet to a found Darty capped rebar; thence leaving said Northernmost right of way, run North 00°33'01" East for a distance of 341.36 feet to the POINT OF BEGINNING.

Less and Except:

A parcel of land situated in the Northeast one-quarter of the Southwest one-quarter of Section 25, Township 16 South, Range 3 East, St. Clair County, Alabama, being more particularly described as follows:

Commence at the Southeast corner of said quarter-quarter, thence run North 00° 16' 41" East along the East line of said quarter-quarter for a distance of 671.74 feet; thence leaving said East line, run North 86° 39' 54" West for a distance of 71.25 feet to a found Darty capped rebar, thence run South 00° 33' 01" West for a distance of 329.17 feet to the point of beginning; thence run along the last described course for a distance of 12.18 feet to a found Darty capped rebar, said point being on the Northernmost right of way line of Hazelwood Drive and a point on a curve to the left, said curve having a radius of 529.66 feet, a central angle of 16° 13' 37" a chord bearing of South 72° 22' 48" West for a chord distance of 149.51 feet, thence run along arc of said curve and along said Northernmost right of way for an arc distance of 150.01 feet; thence leaving said Northernmost right of way run North 00° 33' 18" East for a distance of 13.35 feet to the point of commencement of a curve to the right, said curve having a radius of 541.66 feet and a central angle of 15° 49' 36", a chord bearing of North 72° 48' 19" East for a chord distance of 149.15 feet; thence run along arc of said curve for a distance of 149.62 feet to the point of beginning.



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Less and Except:

A parcel of land situated in the NE 1/4 of SW 1/4 of Section 25, Township 18 South, Range 3 East, St. Clair County, Alabama, being more particularly described as follows:

Commence at the SE corner of said 1/4 - 1/4; thence run North 00°18'41" East along the East line of said 1/4-1/4 for a distance of 871.74 feet; thence leaving said East line, run North 88° 39' 54" West for a distance of 71.25 feet; thence run North 88°38'09" West for a distance of 33.92 feet; thence run North 00°16'09" East for a distance of 105.07 feet; thence run North 89°56'15" West for a distance of 107.59 feet; thence run South 00°33'18" West for a distance of 481.08 feet to Station 20+35.71, 40.00 feet left of the centerline of Hazelwood drive, said point being the point of beginning; thence run South 00°35'44" West 32.71 feet to Station 20+30.18, 7.76 feet left of said centerline; said point lying on the present North right of way of robin drive, said point also being on a curve to the right having a radius of 517.01 feet, a delta angle of 07°28'07" and subtending a 67.35 foot chord that bears North 88°25'36" East; thence run along the arc of said curve and along said present right of way 67.39 feet to the end of said curve at Station 20+95.94, 22.26 feet left of said Hazelwood drive centerline, said point being the point of compound curvature of a curve to the right having a radius of 529.88 feet, a delta angle of 08° 53' 43" and subtending an 82.18 foot chord that bears North 76°26'13" East; thence run along the arc of said curve and along said present right of way 82.26 feet to Station 21+77.88, 28.58 feet left of said centerline; thence run North 00°48'14" East, leaving said right of way, 11.60 feet to Station 21+79.84, 40.00 feet left of said centerline; thence run South 80°51'05" West 144.17 feet to the point of beginning.

Property address: 20 Hazelwood Dr., Pell City, AL 35125

PARCEL 11

Lot 5, according to the Survey of Colonial Promenade at Tannehill, as recorded in Map Book 44, page 35, in the Probate Office of Jefferson County, Alabama, Bessemer Division.

TOGETHER WITH easement rights granted in that certain Operation and Easement Agreement as recorded in Bessemer Book LR200667, page 922, First Amendment to Operation and Easement Agreement as recorded in Birmingham Book LR200905, Page 3912, Second Amendment to Operation and Easement Agreement as recorded in Birmingham Book LR201210, page 18552, in the Probate Office of Jefferson County, Alabama.

Property address: 5911 Harris Ln, Bessemer, AL 35022

PARCEL 12

Lot 6-C, according to the Survey of Greenville Commons Subdivision, as recorded in Map Book 4, page 53, in the Probate Office of Butler County, Alabama.

TOGETHER WITH easement rights granted in that certain Access Easement Agreement as recorded in Deed Book 297, page 648 and Deed Book 320, page 272, in the Probate Office of Butler County, Alabama.

Property address: 101 Paul Stabler Dr., Greenville, AL 36037

PARCEL 13

Lot 6, Mobile Festival Centre, as per Map or Plat thereof recorded in Map Book 40, page 7, of the records in the Office of the Judge of Probate of Mobile County, Alabama.

Property address: 900 Montlimar Dr, Mobile, AL 36609



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PARCEL 14

Lot B, according to the Survey of Flintridge Centre Resurvey #5, as recorded in Map Book 27, page 88, in the Probate Office of Jefferson County, Alabama, Bessemer Division.

Property address: 6554 Aaron Aronov Dr., Fairfield, AL 35064

PARCEL 15

Lots 1A and 1B, according to Holmes Resubdivision of Lot 1 of Oxford Retail Center as recorded in Plat Book II, page 46, in the Probate Office of Calhoun County, Alabama.

Property address: 30 Holmes Dr., Oxford AL 36203

PARCEL 16

A parcel of land situated in the SW 1/4 of Section 32, Township 18 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the SW corner of Section 32, Township 18 South, Range 1 West, Shelby County, Alabama, and run in an Easterly direction along the South line of said section a distance of 1336.01 feet to a 1 1/2 inch open pipe at the SW corner of the SE 1/4 of the SW 1/4 of said Section 32; thence deflect an angle to the left for 132°49'41" and run in a Northwesterly direction a distance of 102.14 feet; thence deflect an angle to the left of 5°01'08" and run in a Northwesterly direction a distance of 112.31 feet; thence deflect an angle to the right of 3°57'03" and run right in a Northwesterly direction a distance of 102.30 feet to the Point of Beginning of the herein described parcel; thence continue along the last described course in a Northwesterly direction a distance of 192.00 feet; thence turn an interior angle of 105°41'08" and run to the right in a Northeasterly direction 628.60 feet to a point on the Southwesterly right of way of U.S. Highway 280, also being a point on a curve; thence turn an interior angle of 91°51'43" to tangent and run to the right in a Southeasterly direction along said right of way and along the arc of a curve to the right having a radius of 2714.79 feet and a central angle of 5°42'14" a distance of 270.26 feet; thence turn an interior angle of 89°27'27" from the tangent of last described curve and run to the right in a Southwesterly direction a distance of 174.46 feet; thence turn an interior angle of 94°23'04" and run to the right in a Northwesterly direction a distance of 57.56 feet; thence turn an interior angle of 265°36'56" and run to the left in a Southwesterly direction a distance of 226.42 feet; thence turn an interior angle of 184°59'51" and run to the left in a Southwesterly direction a distance of 276.15 feet to the Point of Beginning; being situated in Shelby County, Alabama.

TOGETHER WITH beneficial rights to non-exclusive access easement(s) as set out as Parcels B and E:

PARCEL B:

A 50.0 foot wide easement for ingress and egress situated in the SW 1/4 of Section 32, Township 18 South, Range 1 West, Shelby County, Alabama, said easement lying 25 feet on either side of and parallel to the following described centerline:

Commence at the Southwest corner of said Section 32, Township 18 South, Range 1 West, Shelby County, Alabama and run in an Easterly direction along the South line of said section on an assumed bearing of North 89°42'31" East a distance of 1336.01 feet to a point at the Southwest corner of the SE 1/4 of the SW 1/4 of said Section 32; thence run North 43°07'10" West for a distance of 102.14 feet to a point; thence run North 48°08'18" West for a distance of 112.31 feet to a point; thence run North 44°11'15" West for a distance of 294.30 feet to a point; thence run North 30°07'38" East for a distance of 424.98 feet to the Point of Beginning of the centerline easement herein described; thence run North 59°52'22" West for a distance of 87.25 feet to a point of curvature; thence run along the arc of said curve to the left having a central



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angle of 51°26'31" and a radius of 200.00 feet in a Northwesterly to Southwesterly direction for a distance of 179.57 feet; thence run South 68°41'07" West for a distance of 2.26 feet to a point of curvature; thence run along the arc of a curve to the right having a central angle of 46°44'53" and a radius of 230.00 feet in a Southwesterly to Northwesterly direction for a distance of 187.66 feet to a point; thence run North 64°34'01" West for a distance of 196.36 feet, more or less, to a point on the Easterly right of way of Alabama Highway No. 119 and the end of the herein described centerline easement.

PARCEL E:

Commence at the SW corner of Section 32, Township 18 South, Range 1 West, Shelby County, Alabama and run in an Easterly direction along the South line of said section on an assumed bearing of North 89°42'31" East a distance of 1336.01 feet to a point at the SW corner of the SE 1/4 of the SW 1/4 of said Section 32; thence run North 43°07'10" West for a distance of 102.14 feet to a point; thence run North 48°08'18" West for a distance of 112.31 feet to a point; thence run North 44°11'15" West for a distance of 294.30 feet to a point; thence run North 30°07'38" East for a distance of 449.98 feet to a point; thence run South 59°52'22" East for a distance of 199.20 feet to the Point of Beginning of the herein described easement; thence continue South 59°52'22" East for a distance of 57.56 feet to a point; thence deflect 85°36'56" and run to the left in a Northeasterly direction for a distance of 174.46 feet to a point on the Southwesterly right of way of U.S. Highway No. 280, said point lying on a curve to the right having a central angle of 2°06'39" and a radius of 2714.79 feet; thence deflect 90°32'33" to the right to the tangent of said curve and run along the arc of said curve and along said Southwesterly right of way line for a distance of 100.01 feet; thence deflect 88°25'55" from the tangent of the last described curve and run to the right in a Southwesterly direction for a distance of 216.05 feet to a point; thence deflect 85°36'56" and run to the right in a Northwesterly direction for a distance of 157.86 feet to a point; thence deflect 85°36'56" and run to the right in a Northeasterly direction for a distance of 50.15 feet to the Point of Beginning; being situated in Shelby County, Alabama.

SUBJECT TO reservation and non-beneficial rights to non-exclusive access easement as set out as Parcels C and D:

PARCEL C:

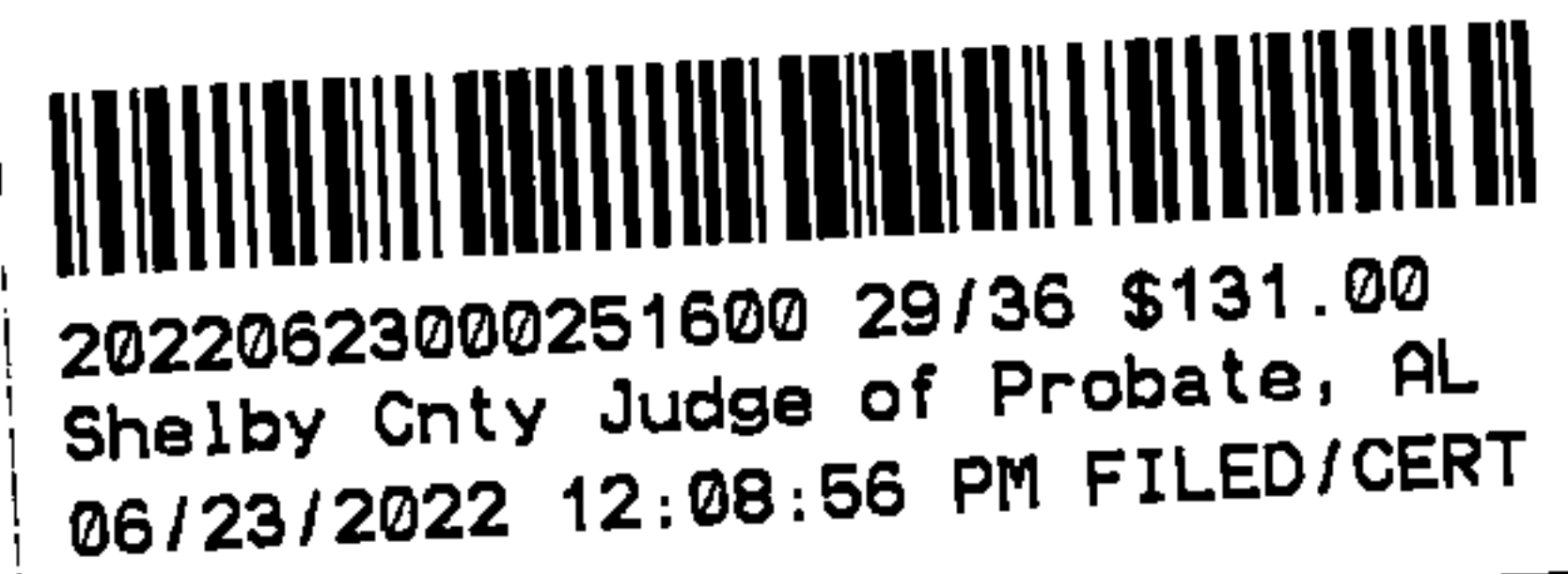
A 50.0 foot wide easement for ingress and egress situated in the SW 1/4 of Section 32, Township 18 South, Range 1 West, Shelby County, Alabama, said easement lying 25 feet on either side of and parallel to the following described centerline:

Commence at the SW corner of Section 32, Township 18 South, Range 1 West, Shelby County, Alabama and run in an Easterly direction along said South line of said section on an assumed bearing of North 89°42'31" East a distance of 1336.01 feet to a point at the SW corner of the SE 1/4 of the SW 1/4 of said Section 32; thence run North 43°07'10" West for a distance of 102.14 feet to a point; thence run North 48°08'18" West for a distance of 112.31 feet to a point; thence run North 44°11'15" West for a distance of 294.30 feet to a point; thence run North 30°07'38" East for a distance of 424.98 feet to the Point of Beginning of the centerline easement herein described; thence run South 59°52'22" East for a distance of 197.29 feet to the end of the herein described easement.

PARCEL D:

A 20 foot wide easement for ingress and egress situated in the SW 1/4 of Section 32, Township 18 South, Range 1 West, Shelby County, Alabama, said easement being more particularly described as follows:

Commence at the SW corner of Section 32, Township 18 South, Range 1 West, Shelby County, Alabama and run in an Easterly direction along the South line of said section on an assumed bearing of North 89°42'31" East a distance of 1336.01 feet to a point at the SW corner of the SE 1/4 of the SW 1/4 of said Section 32; thence run North 43°07'09" West for a distance of 102.14 feet to a point; thence run North 48°08'18" West for a distance of 112.31 feet to a point; thence run North 44°11'15" West for a distance of



294.30 feet to a point; thence run North 30°07'38" East for a distance of 449.98 feet to a point; thence deflect 90°00'00" and run to the right in a Southeasterly direction for a distance of 236.70 feet to the Point of Beginning of the easement herein described; thence deflect 85°36'56" and run to the left in a Northeasterly direction for a distance of 175.74 feet to a point on the Southerly right of way of U.S. Highway No. 280, said point lying on a curve to the right having a central angle of 0°25'20" and a radius of 2714.79 feet; thence deflect 90°57'53" to the tangent of said curve and run to the right along the arc of said curve and along said right of way in a Southeasterly direction a distance of 20.00 feet to a point; thence deflect 90°32'33" from the tangent of the last described curve and run to the right in a Southwesterly direction a distance of 174.46 feet to a point; thence deflect 85°36'56" and run to the right in a Northwesterly direction for a distance of 20.06 feet to the Point of Beginning; being situated in Shelby County, Alabama.

Property address: 5410 Highway 280, Birmingham Al 35242

PARCEL 17

Lot 1, according to the survey of Cahaba Beach Business Center as recorded in Map Book 43, page 134, in the Probate Office of Shelby County, Alabama.

Property address: 3700 Cahaba Beach Road, Birmingham, AL 35242

PARCEL 18

Beginning at the Northwest corner of Lot 29, Daphne Hills Subdivision, as recorded in Map Book 7, Page 82, in the Office of the Judge of Probate, Baldwin County, Alabama; said point being on the East right of way line of U.S. Highway No. 98; run thence North 19 degrees, 57 minutes, 51 seconds West along said East right of way line of U.S. Highway No. 98, a distance of 70.52 feet to a point; thence parallel with the North line of Lots 25 through 29 of said Daphne Hills Subdivision, run South 89 degrees, 43 minutes, 16 seconds East 94.00 feet to a point; thence run South 77 degrees, 11 minutes, 42 seconds East 244.38 feet to a point; thence run South 00 degrees, 25 minutes East 205.16 feet to the point on the North right of way line of Yancey Road; thence along said North right of way line of Yancey Road run South 89 degrees, 35 minutes West 202.00 feet to a point on the aforementioned East right of way line of U.S. Highway No. 98; thence along said East right of way line U.S. Highway No. 98 run North 53 degrees, 34 minutes, 51 seconds West 62.64 feet to a point; thence continuing along said East right of way line of U.S. Highway No. 98 run North 19 degrees, 57 minutes, 51 seconds West 167.86 feet to the point of beginning.

Together with an non-exclusive reciprocal easement for ingress and egress 38 feet in width lying North of and immediately adjacent to the North boundary of the above described parcel of land and being more particularly described as follows:

Commencing at the Northwest corner of Lot 29, Daphne Hills Subdivision, as recorded in Map Book 7, Page 82, in the Office of the Judge of Probate, Baldwin County, Alabama; said point being on the East right of way line of U.S. Highway No. 98; run thence North 19 degrees, 57 minutes, 51 seconds West along said East right of way line of U.S. Highway No. 98, a distance of 70.52 feet to the point of beginning of the easement herein described; thence continuing North 19 degrees, 57 minutes, 51 seconds West along said East right of way line of U.S. Highway No. 98, run 40.50 feet to a point; thence run South 89 degrees, 43 minutes, 16 seconds East 112.19 feet to a point; thence run South 77 degrees, 11 minutes, 42 seconds East 248.54 feet to a point; thence run South 12 degrees, 48 minutes, 18 seconds West 38.00 feet to a point; thence run North 77 degrees, 11 minutes, 42 seconds West 244.38 feet to a point; thence run North 89 degrees, 43 minutes, 16 seconds West 94.00 feet to the point of beginning of said easement.

Property address: 6631 Park Drive, Daphne, Alabama, 36526



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PARCEL 19

Lot 1E of the McCrary-Crunk Commercial Subdivision, a Resubdivision of Tract 1C of a Resubdivision of Tract 1B of a Resubdivision of Tract 1 and Lot 5 of a Resubdivision of Tract 1 of McCrary-Crunk Commercial Subdivision, a part of Section 27, Township 3 South, Range 2 West, according to the plat of survey recorded as Instrument Number 20041217000572500 in the Probate Records of Madison County, Alabama.

Property address: 7559 Hwy 72 West, Madison AL 35758

PARCEL 20

Lot 8, according to the Plat of Resubdivision of Lot 6, of Lily Flagg Manor, as recorded in Plat Book 22, Page 64, in the Office of the Judge of Probate of Madison County, Alabama.

Property address: 8151 Whitesburg Road, Huntsville, AL 35701

PARCEL 21

Tract I:

A parcel located in the SE ¼ of the SE ¼ of Section 12, Township 17 South, Range 4 West, Jefferson County, Alabama, more particularly described as follows:

Commence at the NE corner of the SE ¼ of the SE ¼ of said Section 12; thence run West on the Quarter-Quarter line for 143.33 feet to the point of beginning; thence continue on the same line for 217.09 feet; thence left 98 degrees, 23 minutes, 20 seconds for 50.0 feet; thence left 89 degrees, 58 minutes, 47 seconds for 226.0 feet; thence left 117 degrees, 37 minutes, 41 seconds for 25 feet to the point of beginning.

Tract II:

A tract of land located in the SE ¼ of the SE ¼ of Section 12, Township 17 South, Range 4 West, Jefferson County, Alabama, more particularly described as follows:

Commence at the Northeast corner of the SE ¼ of the SE ¼ of Section 12; thence run West on the Quarter-Quarter line for 360.42 feet; thence left 98 degrees, 23 minutes, 20 seconds for 50.0 feet to the point of beginning; thence continue on the same line for 217.40 feet; thence left 85 degrees, 34 minutes, 47 seconds for 115.96 feet; thence left 87 degrees, 13 minutes, 33 seconds for 25.0 feet; thence right 91 degrees, 06 minutes, 00 seconds for 70.0 feet; thence left 30 degrees, 42 minutes, 01 seconds for 117.11 feet; thence left 93 degrees, 31 minutes, 30 seconds for 4.93 feet; thence right 99 degrees, 05 minutes, 43 seconds for 10.21 feet; thence left 99 degrees, 46 minutes, 20 seconds for 174.0 feet; thence left 62 degrees, 22 minutes, 19 seconds for 226.0 feet to the point of beginning.

Property address: 1664 Forestdale Blvd., Birmingham, AL 35214

PARCEL 22

Lot 2, according to the Survey of Colonial Promenade at Trussville, as recorded in Map Book 198, Page 29, in the Probate Office of Jefferson County, Alabama.

Property address: 5892 Trussville Crossings Parkway, Trussville AL, 35173

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PARCEL 23

Tract I:

Part of the SE ¼ of the SW ¼ of Section 12, Township 19 South, Range 3 West, of Jefferson County, Alabama, more particularly described as follows:

Commence at the NW corner of said ¼ - ¼ section and run thence Eastwardly along the North line thereof 576.97 feet to a point on the West right of way line of U.S. Highway No.31; thence run Southwardly along said right of way line 648.20 feet to a point on the Southerly right of way line of the New Patton Chapel Road, said point being the point of beginning of the property herein described; thence continue Southwardly along said right of way line of U.S. Highway No. 31, 140.80 feet; thence turn 89 degrees, 01 minutes, 30 seconds right and run Westwardly 135.88 feet; thence turn 76 degrees, 27 minutes right and run Northwestwardly 35.18 feet; thence turn 90 degrees, 00 minutes left and run Southwestwardly 99.40 feet to a point on the Northeasterly right of way line of Old Columbiana Road; thence turn 86 degrees, 16 minutes right and run Northwestwardly along last said right of way line 59.10 feet; thence turn 48 degrees, 44 minutes right and run Northeastwardly 23.04 feet to a point on the Southerly right of way line of the New Patton Chapel Road; thence turn 45 degrees, 00 minutes right and run Northeastwardly along last said right of way line 138.76 feet to the beginning of a curve to the right having a radius of 1,121.24 feet; thence continue Northeastwardly along the arc of said curve and along last said right of way line 115.63 feet to the point of beginning.

Tract II:

Part of the SE¼ of the SW¼ of Section 12, Township 19 South, Range 3 West, of Jefferson County, Alabama more particularly described as follows:

Commence at the NW corner of said ¼ ¼ section and run thence eastwardly along the north line thereof 576.97 feet to a point on the west right of way line of U. S. Highway No. 31; thence run southwardly along said right of way line 789.00 feet to the point of beginning of the property herein described; thence continue southwardly along said right of way line 75.00 feet to the NE corner of a tract of land conveyed to the Alabama Power Company; thence turn 89°01'30" right and run westwardly along the north line of said tract 212.70 feet to the NW corner thereof, said point being on the northeasterly right of way line of Old Columbiana Road; thence turn 72°43' right and run northwestwardly along last said right of way line 90.00 feet; thence turn 93°44' right and run eastwardly 99.40 feet; thence turn 90°00' right and run southeastwardly 35.18 feet; thence turn 76°27' left and run eastwardly 135.88 feet to the point of beginning.

Less and except that portion of subject property condemned by Jefferson County, Alabama in Case No. 197247, recorded in Book LR200804, Page 18806 and Case No. 2008-1746, recorded in Book LR201211, page 25644.

Property address: 1682 Montgomery Hwy, Hoover AL, 35226

PARCEL 24

A parcel of land located in the S.W. ¼ of the N.W. ¼ of Section 13, Township 20 South, Range 3 West, Shelby County, Alabama, described as follows:

Commence at the Northwest corner of Lot One of Lunceford's Industrial Park as recorded in Map Book 7, Page 133, in the Office of the Judge of Probate of Shelby County, Alabama; thence run South 88 degrees, 03 minutes, 03 seconds East along the North line of said Lot One and the South right of way of First Alabama Bank Drive a distance of 241.87 feet to the point of beginning; thence continue last course



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183.50 feet to a clockwise curve on said right of way having a delta angle of 23 degrees, 35 minutes, 46 seconds and a radius of 166.50 feet; thence run along the arc of said curve 68.57 feet to the point of tangent; thence run South 64 degrees, 27 minutes, 17 seconds East a distance of 86.53 feet to a point on the West right of way of U.S. Highway #31; thence run South 25 degrees, 32 minutes, 43 seconds West 185.75 feet; thence run North 47 degrees, 26 minutes, 00 seconds West 336.06 feet to the point of beginning; being situated in Shelby County, Alabama.

Property address: 2970 Pelham Pkwy, Pelham, AL 35124

PARCEL 25

Lot 1, according to the Survey of Irwin's Subdivision as recorded in Map Book 43, page 122, in the Probate Office of Shelby County, Alabama.

Property address: 2147 Riverchase Office Rd, Hoover, AL 35244



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AFFIDAVIT OF MORTGAGE TAX DUE

STATE OF ALABAMA)
COUNTY OF SHELBY)

The undersigned, Joe Hawley, the Chief Financial Officer of DBI PROPERTIES, LLC, a Delaware limited liability company, (herein referred to as the “*Grantor*”), being first duly sworn, states as follows:

1. That he is an authorized signatory of Grantor.
2. That the annexed instrument is one of several mortgages (herein referred to jointly, severally, and collectively as the "Mortgage") which are being recorded and filed in the State of Alabama to secure certain loans and extensions of credit from TRUIST, a North Carolina banking corporation (the "**Secured Party**"), pursuant to that certain Term Promissory Note in the amount of Eighty-Three Million Four Hundred Seventy Thousand and 00/100 Dollars (\$83,470,000.00) dated May 13, 2022, made payable by Grantor to the order of Secured Party, as the same may be amended, amended and restated, supplemented or otherwise modified from time to time (herein referred to as the "Note"). **However, the maximum principal indebtedness of the Note is \$83,470,000.00 ("Maximum Indebtedness").**
3. The percentage of the Maximum Indebtedness attributable to Mortgaged Property in each County is as follows:

| County | Value of Mortgaged Property Located in County <i>(from Para. 3 above)</i> | Value of Mortgaged Property in each County as a Percentage of Total Mortgaged Property Value | | | Amount of Maximum Indebtedness Attributable to Mortgaged Property in County (%age X \$83,470,000.00) |
|------------|--|--|---|--------|---|
| Autauga | \$6,040,000.00 | $(\$6,040,000.00) / \$95,070,000.00$ | = | 6.35% | \$5,303,027.24 |
| Baldwin | \$4,250,000.00 | $(\$4,250,000.00) / \$95,070,000.00$ | = | 4.47% | \$3,731,434.73 |
| Butler | \$2,610,000.00 | $(\$2,610,000.00) / \$95,070,000.00$ | = | 2.75% | \$2,291,539.94 |
| Calhoun | \$3,600,000.00 | $(\$3,600,000.00) / \$95,070,000.00$ | = | 3.79% | \$3,160,744.71 |
| Jefferson | \$21,050,000.00 | $(\$21,050,000.00) / \$95,070,000.00$ | = | 22.14% | \$18,481,576.73 |
| Lee | \$3,690,000.00 | $(\$3,690,000.00) / \$95,070,000.00$ | = | 3.88% | \$3,239,763.33 |
| Madison | \$15,150,000.00 | $(\$15,150,000.00) / \$95,070,000.00$ | = | 15.94% | \$13,301,467.34 |
| Mobile | \$5,490,000.00 | $(\$5,490,000.00) / \$95,070,000.00$ | = | 5.77% | \$4,820,135.69 |
| Montgomery | \$3,050,000.00 | $(\$3,050,000.00) / \$95,070,000.00$ | = | 3.21% | \$2,677,853.16 |
| Shelby | \$23,790,000.00 | $(\$23,790,000.00) / \$95,070,000.00$ | = | 25.02% | \$20,887,254.65 |
| St. Clair | \$3,050,000.00 | $(\$3,050,000.00) / \$95,070,000.00$ | = | 3.21% | \$2,677,853.16 |
| Tuscaloosa | \$3,300,000.00 | $(\$3,300,000.00) / \$95,070,000.00$ | = | 3.47% | \$2,897,349.32 |

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20220623000251600 34/36 \$131.00
Shelby Cnty Judge of Probate, AL
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5. The amount of mortgage tax due in each of the following counties is:

| County | Amount of Maximum Indebtedness Attributable to Mortgaged Property in County | Amount of Mortgage Tax Due in Each County [(Maximum Indebtedness Attributable to the County) / \$100] X \$0.15 |
|---------------------|---|--|
| Autauga | \$5,303,027.24 | \$7,954.65 |
| Baldwin | \$3,731,434.73 | \$5,597.25 |
| Butler | \$2,291,539.94 | \$3,437.40 |
| Calhoun | \$3,160,744.71 | \$4,741.20 |
| Jefferson | \$18,481,576.73 | \$27,722.40 |
| Lee | \$3,239,763.33 | \$4,859.70 |
| Madison | \$13,301,467.34 | \$19,952.25 |
| Mobile | \$4,820,135.69 | \$7,230.30 |
| Montgomery | \$2,677,853.16 | \$4,016.85 |
| Shelby | \$20,887,254.65 | \$31,330.95 |
| St. Clair | \$2,677,853.16 | \$4,016.85 |
| Tuscaloosa | \$2,897,349.32 | \$4,346.10 |
| TOTAL MORTGAGE TAX: | | \$125,205.90 |

[SIGNATURE AND ACKNOWLEDGEMENT ON FOLLOWING PAGE]



20220623000251600 35/36 \$131.00
Shelby Cnty Judge of Probate, AL
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[AFFIDAVIT OF MORTGAGE TAX DUE – SIGNATURE PAGE]

DBI PROPERTIES, LLC, a Delaware limited liability company

BY: Joe Hawley
PRINT NAME: Joe Hawley
TITLE: Chief Financial Officer

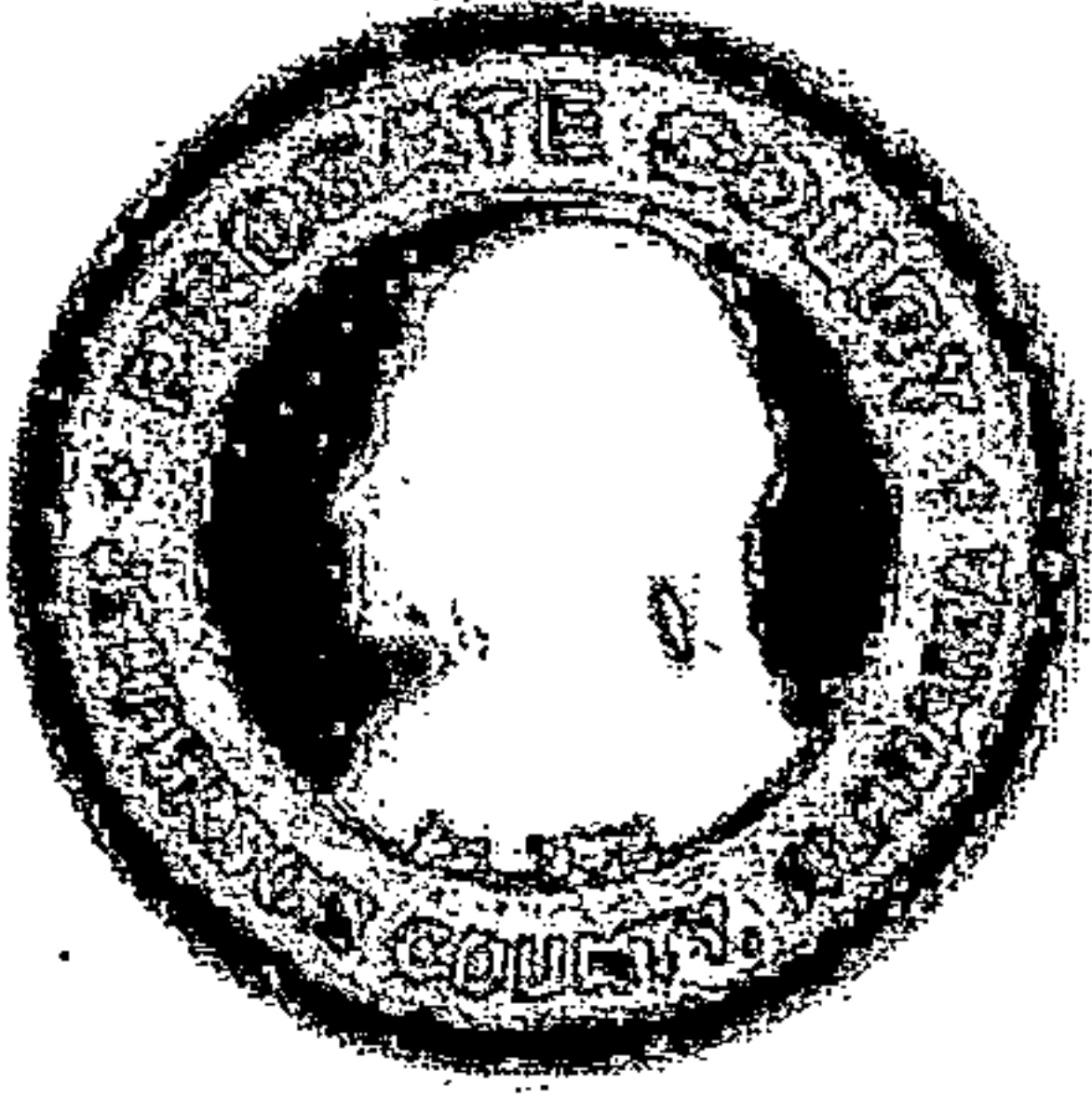
STATE OF ALABAMA
COUNTY OF JEFFERSON

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Joe Hawley, whose name as Chief Financial Officer of DBI PROPERTIES, LLC, a Delaware limited liability company, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such Chief Financial Officer, and with full authority, executed the same voluntarily, as an act of said limited liability company, acting in his capacity as aforesaid.

Given under my hand and official seal, this the 13 day of May, 2022.

WILLIAM CRAIG BROWN
NOTARY PUBLIC, ALABAMA STATE AT LARGE
MY COMMISSION EXPIRES DEC. 14, 2024

WCB
NOTARY PUBLIC
Commission Expires: 12/14/2022



JEFFERSON COUNTY PROBATE COURT
BIRMINGHAM DIVISION

JAMES P. NAFTEL II, PROBATE JUDGE
716 RICHARD ARRINGTON BLVD NORTH
BIRMINGHAM, AL 35203
(205) 325-5411

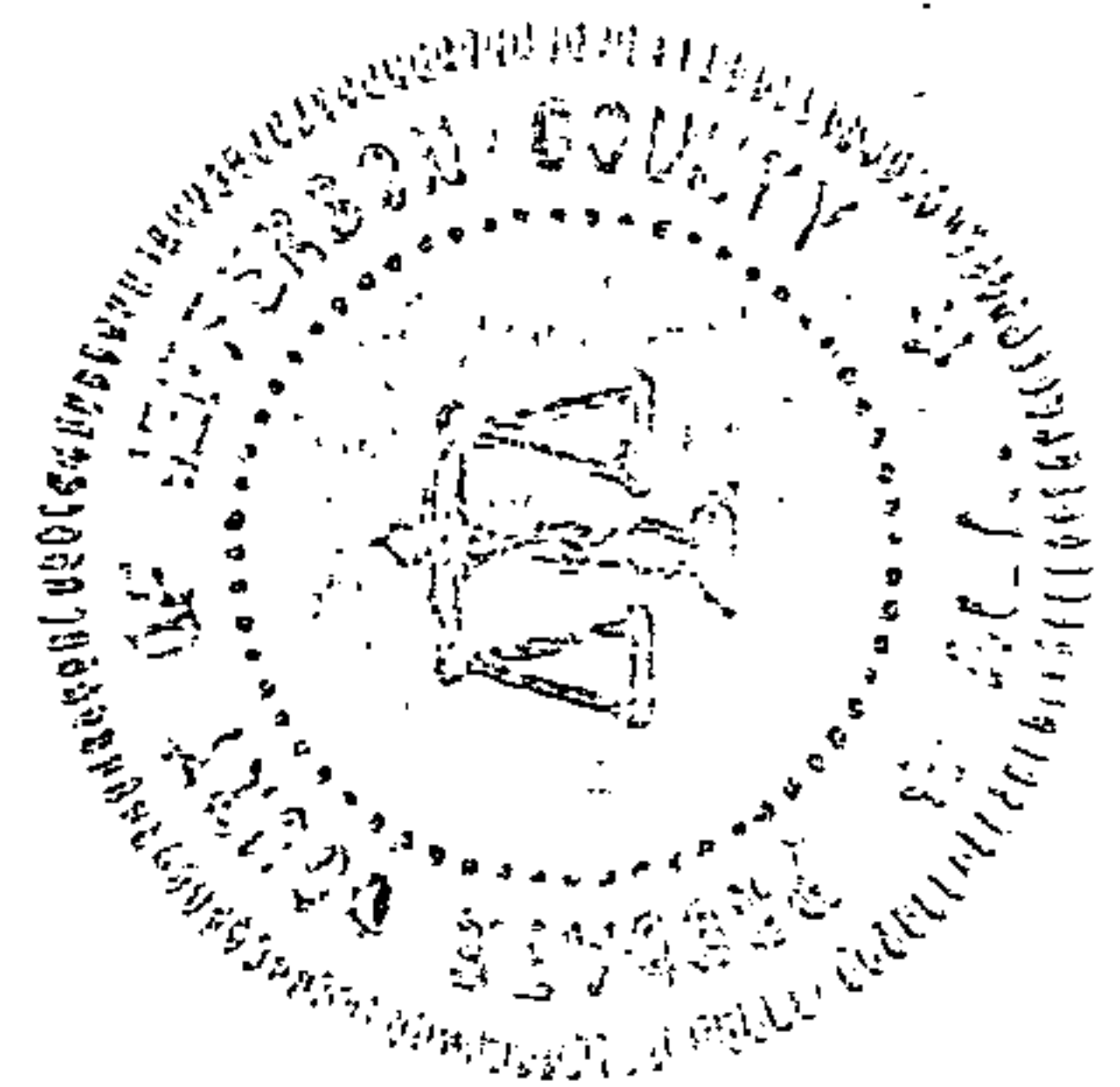
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Shelby Cnty Judge of Probate, AL
06/23/2022 12:08:56 PM FILED/CERT

To: Judge of Probate

Shelby County

I, James P. Naftel II, Judge of Probate of Jefferson County, Alabama,
do hereby certify that on the 3rd day of June, 2022,
this office collected a total tax of \$ 125,205⁰⁰ on a mortgage/deed
from DBI Properties LLC,* to Truist Bank, and
recorded as Instrument No. 2022061695. If you have
questions or need additional information, please do not hesitate to contact
my office.

James P. Naftel, II
Judge of Probate



*

DBI Properties - Oxford LLC

DBI Properties - Greystone LLC

DBI Properties - CBR LLC

D. Bruce Irwin