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Prepared by and Return to:

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THE MAXIMUM PRINCIPAL INDEBTEDNESS SECURED BY THIS MORTGAGE FOR RECORDING TAX PURPOSES IS \$15,431,700.00.

THIS MORTGAGE IS FILED AS AND SHALL CONSTITUTE A FIXTURE FILING IN ACCORDANCE WITH THE PROVISIONS OF SECTION 7-9A-502(c) OF THE CODE OF ALABAMA.

### **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 24th day of August, 2022, by **INVERNESS OFFICE PARK AL, LLC**, a Delaware limited liability company, whose address is 200 Lake Avenue, 2nd Floor, Lake Worth Beach, Florida 33460 ("Mortgagor"), and is hereby granted and conveyed to **TRUIST BANK**, a North Carolina banking corporation, its successors and/or assigns, as their interests may appear ("Mortgagee"), whose mailing address is P.O. Box 1290, Whiteville, North Carolina 28472-1290.

Mortgagor is indebted to Mortgagee, as evidenced by that certain (i) Promissory Note dated of even date herewith executed by Mortgagor in favor of Mortgagee in the principal sum of Fifteen Million Four Hundred Thirty-One Thousand Seven Hundred and No/100 Dollars (\$15,431,700.00), plus interest thereon at the rate specified therein (together with any renewals, extensions, modifications, restatements, amendments, consolidations, substitutions or refinancings thereof collectively, the "Note") and (ii) Loan Agreement dated of even date herewith by and among Mortgagee, Mortgagor and the guarantors party thereto (as may be amended from time to time, the "Loan Agreement"). In addition to and in connection with the Note, the Loan Agreement and this Mortgage, the parties have entered into, and from time to time may enter into, 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, the Loan Agreement and this Mortgage, the "Loan Documents").

Mortgagor certifies to Mortgagee that the Property (as hereinafter defined) is not homestead property of Mortgagor.

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 described on **Exhibit A**, attached hereto and incorporated herein by reference, situated in Shelby County, 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 (the "Fixtures"); (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, each to the extent that Mortgagor shall have any right or interest therein; (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 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, each to the extent that Mortgagor shall have any right or interest therein; 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, together with all renewals, extensions, modifications, restatements, amendments, consolidations, substitutions and refinancings of the foregoing, and any obligations of Mortgagor under interest rate swap transactions, interest rate cap and/or floor transactions, interest rate collar transactions, swap agreements or other similar transactions or agreements;

B. All future advances, future obligations and readvances made by Mortgagee to Mortgagor 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, 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 the 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 obligations of Mortgagor 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 reasonable, out-of-pocket costs and expenses of collection of the Indebtedness and enforcement of this Mortgage and the Loan Documents, and all reasonable, out-of-pocket charges and expenses of assembly, collection, preservation and disposition of the Property and the Collateral.

Mortgagor 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 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 (\$0) 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 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 Mortgagee or listed in the 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. 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, except with respect to those liens and encumbrances approved in writing by Mortgagee or listed in the title insurance policy obtained by Mortgagee in the transaction in which this Mortgage was granted. 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 in all material respects 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 opinion, 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 impositions assessed against the Property. Upon the request of Mortgagee, Mortgagor shall promptly furnish satisfactory evidence of such payment or performance and 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. Promptly following demand, Mortgagor shall 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 (unless the same are being contested in good faith and for which appropriate reserves are maintained) 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, issues 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. Promptly following demand of Mortgagee from and after an Event of Default (as hereinafter defined), 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 promptly following 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 (a) bond or otherwise discharge any such claim or demand which is contested, in form and substance reasonably satisfactory to Mortgagee, or (b) contest in good faith the validity of such claim or demand so long as (i) Mortgagor notifies Mortgagee that it intends to contest such claim or demand, (ii) Mortgagor provides Mortgagee with either (1) an endorsement to the title insurance policy obtained by Mortgagee in the transaction in which this Mortgage was granted (insuring against such claim or demand), (2) a release bond or (3) other security, in each case in such form and amount as are reasonably satisfactory to Mortgagee, including Mortgagee's estimate of interest, penalties and attorneys' fees, (iii) such proceeding shall suspend the collection of such contested claim or demand from the Property, (iv) Mortgagor is diligently contesting the same by appropriate legal proceedings in good faith, at its own expense, and on its own behalf and on behalf of Mortgagee, and concludes such contest prior to the tenth (10th) day preceding the earlier to occur of the maturity date of any of the Indebtedness or the date on which the Property is scheduled to be sold for non-payment, and (v) Mortgagor timely pays any award, judgment or settlement in favor of such claimant.

**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; provided, however, that Mortgagor may remove any Fixtures from the Real Property so long as the same are replaced with Fixtures of at least substantially equal utility and value or as otherwise may be reasonably required in connection with any tenant improvements pursuant to Approved Leases (as defined in the Loan Agreement). 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 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, any guarantor or any other obligor; (g) Mortgagor requests 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 valuations as Mortgagee shall deem appropriate. Mortgagor shall reasonably cooperate with any such appraiser in connection with the preparation of any appraisal or valuation. Promptly following demand, Mortgagor shall reimburse Mortgagee for any costs incurred pursuant to this section, subject to Section 4.11 of the Loan Agreement. All such costs 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 in full force and effect at all times insurance as required pursuant to the Loan Agreement and shall cause each tenant and subtenant of the Property to procure and maintain insurance in accordance with the Approved Leases (as defined in the Loan Agreement). 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. 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 at 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 fails to disburse directly and solely to Mortgagee but disburses instead either solely to Mortgagor or to Mortgagor and Mortgagee jointly, Mortgagor agrees promptly 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, except to the extent resulting from the willful misconduct or gross negligence of Mortgagee. Any proceeds which have not been disbursed within one hundred eighty (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. Notwithstanding the foregoing, if the loss is less than or equal to Two Hundred Fifty Thousand and No/100 Dollars (\$250,000.00), Mortgagee shall upon receipt thereof release such insurance proceeds to Mortgagor for restoration of the Property; provided, that (a) no Event of Default, or event which with notice or the passage of time or both would constitute an Event of Default, exists, and (b) Mortgagor promptly commences and is diligently pursuing restoration of the Property. 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.** Promptly following 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, promptly following



request of Mortgagee, have an independent appraiser reasonably 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 reasonable, out-of-pocket expenses of collection, to any Indebtedness secured by this Mortgage, in any manner as Mortgagee may determine, or as otherwise set forth in the Loan Documents. 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 exercise all rights as landlord or lessor under the leases, including, without limitation, to collect and receive all 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 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 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 (collectively, 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 this 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 reasonably 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 and during the continuance of an Event of Default, Mortgagor shall not remove, sever or detach any of the aforementioned Collateral from the Property. Upon the occurrence and during the continuance of an Event of Default, Mortgagee, in addition to any and all remedies it may have or exercise under this Mortgage, the Note or 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 Flood 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 Mortgagee in its reasonable 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 reasonable, out-of-pocket 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. 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 (the "Condemnation Proceeds"). In the event that Mortgagor should receive any such Condemnation Proceeds, Mortgagor agrees to promptly 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, out-of-pocket costs, expenses and attorneys' fees necessarily paid or incurred by 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; provided, however, that if (i) the award is less than or equal to Two Hundred Fifty Thousand and No/100 Dollars (\$250,000.00) and Mortgagor requests that such proceeds be used for non-structural site improvements (such as landscape, driveway, walkway and parking area repairs) required to be made as a result of such condemnation or (ii) such condemnation does not adversely affect the Property in an amount greater than Two Hundred Fifty Thousand and No/100 Dollars (\$250,000.00) or affect access thereto, as reasonably determined by Mortgagee, Mortgagee will apply the award to restoration of the Property so long as (A) no Event of Default, or event which with notice or the passage of time or both would constitute an Event of Default, exists, and (B) Mortgagor promptly commences and is diligently pursuing such restoration. 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.** Reference is made to that certain Environmental Certification and Indemnity Agreement dated of even date herewith by Mortgagor and the other indemnitors party thereto in favor of Mortgagee (as may be amended from time to time, the "Indemnity Agreement"). Except as may be specifically disclosed in the Environmental Site Assessments (as defined in the Indemnity Agreement), Mortgagor, after due inquiry (as defined in Section 2 of the Indemnity Agreement) and investigation, hereby represents and warrants, to the best of Mortgagor's knowledge (as defined in Section 2 of the Indemnity Agreement), that: (a) neither Mortgagor nor any other person has generated, manufactured, stored, treated, processed, released, discharged or disposed of any Hazardous Substances (as hereinafter defined) on, in, around and under the Property or received any notice from any Governmental Authority (as 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 (as 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; and (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. Mortgagor hereby agrees that: (i) 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; (ii) 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; (iii) 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; (iv) Mortgagor is in full compliance with the terms and provisions of the Environmental Requirements (as hereinafter defined) and shall continue to comply with the terms and provisions of the Environmental Requirements; and (v) Mortgagor shall promptly 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. 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 fines, penalties, judgments, suits, liabilities and reasonable, out-of-pocket costs and expenses (including all reasonable attorneys' fees), 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, out-of-pocket attorneys' fees and the fees of any environmental consultants) shall become part of the Indebtedness secured by this Mortgage.

For purposes of this Mortgage, (1) "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; (2) "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; (3) "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; and (4) "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.

Subject to Section 4.2 of the Indemnity Agreement, Mortgagor hereby agrees to indemnify Mortgagee and hold Mortgagee harmless from and against any and all losses, liabilities, damages, injuries (including, without limitation, reasonable, out-of-pocket 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 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 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 reasonable, out-of-pocket costs, charges and attorneys' fees incurred in connection with any such action, suit or proceeding (except to the extent such amounts result from the willful misconduct or gross negligence of Mortgagee), and the same shall be secured by this Mortgage and payable promptly following demand.

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

(a) An Event of Default (as defined therein) occurs under the Loan Agreement or the occurrence of any event of default under any other Loan Document, subject to any applicable grace or cure and notice periods set forth therein.

(b) Mortgagor fails to perform or comply with any of the obligations set forth in this Mortgage, and such failure continues beyond that date which is thirty (30) days after the earlier of (i) the date on which Mortgagee notifies Mortgagor of such failure or (ii) Mortgagor's knowledge of such failure; provided, however, that such period shall be extended in accordance with Section 9.3 of the Loan Agreement, as applicable, in accordance with the terms and conditions thereof.

**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 Section 9.7 or Section 9.8 of the Loan Agreement, 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 and be continuing, 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 of 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 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 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 reasonable, out-of-pocket 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 or as otherwise set forth in the Loan Documents.

(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 reasonable, out-of-pocket 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 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 this 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 reasonable, out-of-pocket expenses, including, without limitation, receivers' fees, 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 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 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.

**18. ATTORNEYS' FEES; EXPENSES.** Mortgagor shall promptly following demand pay the reasonable, out-of-pocket attorneys' fees and 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 or 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 the Property or any right, title or interest in the Property or any part thereof, whether legal, beneficial or equitable, whether voluntary or involuntary, whether by outright sale, deed, installment 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; provided, however, "sale" or "transfer" under this section does not include any Approved Leases (as defined in the Loan Agreement) or any Permitted Liens (as defined in the Loan Agreement). "Transfer" also includes any Change of Control (as defined in the Loan Agreement), other than Permitted Transfers (as defined in the Loan Agreement). 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 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 or to a subsequent owner of the Property; (e) the release of any party that is primarily or secondarily obligated for the payment of 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 any other 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 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 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 reasonably 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 reasonable 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 a 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 reasonable, out-of-pocket costs and expenses incurred in connection with the matters referred to in this section.

**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.

**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, 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 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 may act or refrain from acting pursuant to any right or option given to it under this Mortgage, and Mortgagor shall have no 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 (except as otherwise may be expressly set forth herein) 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 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**

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**MORTGAGEE, NOR MORTGAGEE'S COUNSEL, HAS THE AUTHORITY TO WAIVE, CONDITION OR MODIFY THIS PROVISION.**

[SIGNATURE PAGE TO FOLLOW]



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.

**MORTGAGOR:**

**INVERNESS OFFICE PARK AL, LLC**

By: [Signature] (SEAL)  
Print Name: Charles Stein  
Title: Secretary and Treasurer

STATE OF Florida  
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me by means of (check one) ☒ physical presence or ☐ online notarization, this 22 day of August, 2022, by Charles Stein, as Secretary and Treasurer of INVERNESS OFFICE PARK AL, LLC, a Delaware limited liability company, on behalf of the company, who (check one) ☒ is personally known to me OR ☐ produced a \_\_\_\_\_ Driver's License as identification.

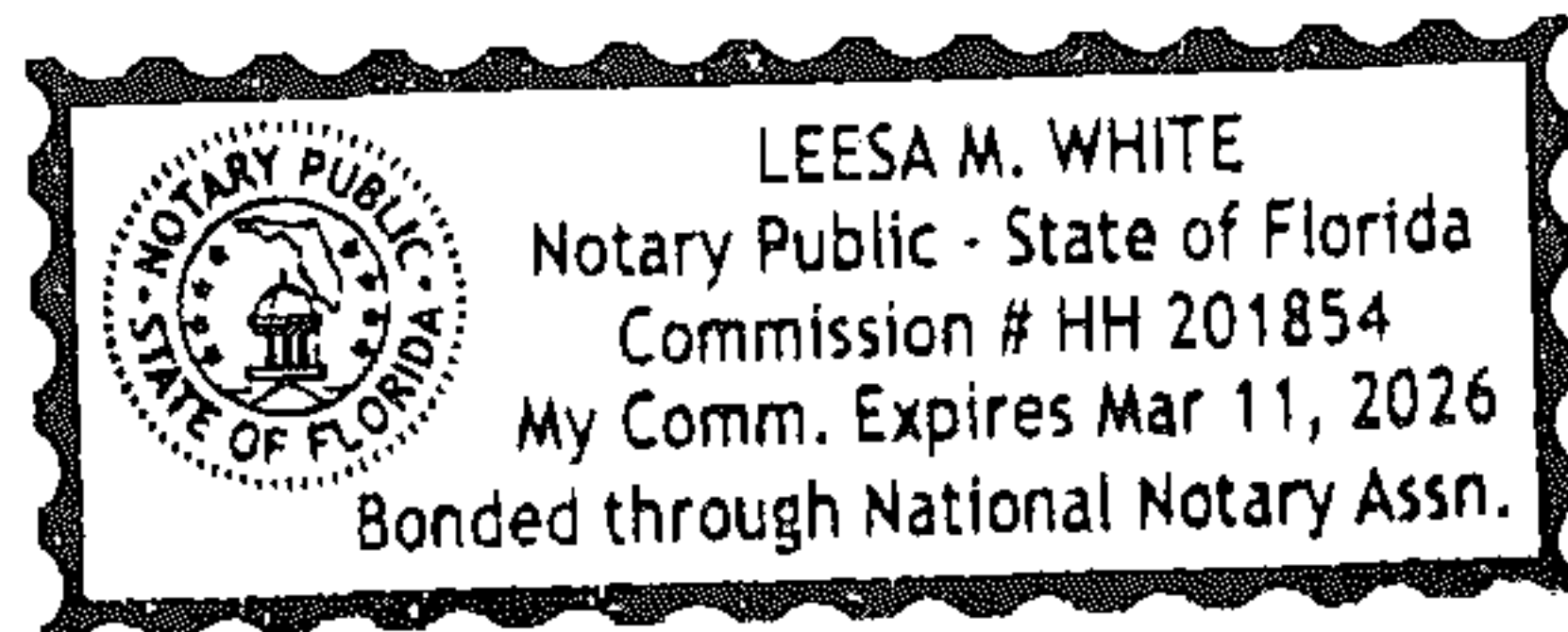
(NOTARY SEAL)

[Signature]  
Notary Signature

[Signature]  
(Type, Stamp or Print Name)  
NOTARY PUBLIC

State and County Aforesaid

My Commission Expires: 3/11/26



**Exhibit A**

**Legal Description**

(Building Nos. 40, 42, 44 and 46)

Part of the East 1/2 of Section 35, Township 18 South, Range 2 West and the West 1/2 of Section 36, Township 18 South, Range 2 West, Shelby County, Alabama and being more particularly described as follows:

Begin at the Southwest corner of the Southeast 1/4 of the Northeast 1/4 of Section 35, Township 18 South, Range 2 West, Shelby County, Alabama, and run N 45°29'10" E along the diagonal line from the Southwest corner to the Northeast corner of said 1/4-1/4 section, being the same as the Southeast line of a resurvey of Lot 2-D of Cahaba River Park, as recorded in Map Book 8, Page 95 in the Probate Office of Shelby County, Alabama, 1791.69 feet to a 5/8" rebar, being the Northwestern corner of Lot 4A of the Survey of Resource Center, as recorded in Map Book 24, Page 118 in the Probate Office of Shelby County, Alabama; thence S 45°56'49" E along the Southwesterly line of said Lot 4A, 82.80 feet to an existing rod & cap corner and angle point of said Lot 4A, said point also being on the west line of the Southwest 1/4 of the Northwest 1/4 of Section 36, Township 18 South, Range 2 West, Shelby County, Alabama; thence S 00°08'37" E along said Section line and west line of said subdivision, 557.20 feet to an existing rod & cap; thence S 88°23'57" E along the south line of said Resource Center survey 391.12 feet to an existing 1 inch crimped iron and the common corner with Inverness Office Center Building 22 survey; thence the following courses along the common property line with said Building 22 survey, S01°36'03" W, 166.03 feet; thence S 36°15'02" W, 682.41 feet to a point on the back of curb of an existing drive, said point being on a curve to the left, having a radius of 275.00 feet and a central angle of 19°48'04"; thence the following courses along the existing back of curb and a common property line with said Building 22 survey, S 43°20'02" E, along the chord of said curve, 94.57 feet to the point of tangent; thence S 53°14'04" E, 133.54 feet to the point of curve of a curve to the right, having a radius of 229.01 feet and a central angle of 43°55'17"; thence S 24°52'29" E along the chord of said curve, 171.28 feet to the point of tangent; thence S 02°29'00" E, 36.87 feet to point of curve of a curve to the left having a radius of 58.90 feet and central angle of 20°29'35"; thence S 12°43'48" E along the chord of said curve, 20.95 feet to the point of tangent; thence S 22°58'36" E, 5.09 feet to the point of curve of a curve to the left, having a radius of 68.08 feet and a central angle of 55°46'18"; thence S 50°51'45" E along the chord of said curve, 63.68 feet to a point on a curve to left on the Northwestern right of way of Inverness Center Parkway, said curve having a radius of 985.24 feet and a central angle of 28°50'14"; thence the following courses along said right of way of Inverness Center Parkway, S 48°56'24" W along the chord of said curve, 490.66 feet to the point of tangent; thence S 34°31'17" W, 167.46 feet to the point of curve of a curve to the right, having a radius of 1184.57 feet and a central angle of 21°57'41"; thence S 45°30'08" W along the chord of said curve, 451.27 feet to the point of tangent; thence S 56°28'58" W, 112.67 feet to the point of curve of a curve to the left, having a radius of 1469.86 feet and a central angle of 01°54'49"; thence S 55°31'34" W along the chord of said curve, 49.09 feet to a point on said curve; thence leaving said right of way, N 01°40'59" E, 427.65 feet to an existing 1 1/4 inch crimped iron; thence North 63°49'01" West, 334.90 feet to an existing 1 1/2 inch crimped iron; thence South 40°42'16" West, 310.00 feet to an existing 1 1/2 inch crimped iron; thence North 63°46'33" West, 639.96 feet to an existing 1 inch crimped iron on the Northwesternly line of herein described site; thence North 26°14'07" East along said Northwesternly line of site, 820.12 feet to the point of beginning.

TOGETHER WITH the benefits of a Reciprocal Easement Agreement by and between HUB Properties Trust, a Maryland Real Estate Investment Trust, successor by merger with CW Hoover Properties LLC, a Delaware limited liability company, and SIR Properties Trust, a Maryland Real Estate Investment Trust, dated February 10, 2012, filed for record on February 22, 2012, at 11:47 am, and recorded in Inst. No. 20120222000062790.



**Filed and Recorded**  
**Official Public Records**  
**Judge of Probate, Shelby County Alabama, County**  
**Clerk**  
**Shelby County, AL**  
**08/25/2022 01:59:59 PM**  
**\$23226.55 JOANN**  
**20220825000333610**

*Allen S. Bayl*