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When Recorded Return To:
c/o First American Title Ins. Co.
National Commercial Services
703 Waterford Way, Suite 500
Miami, FL 33126
NCS File No. 1D2QAL01

NOTE TO PROBATE OFFICE: The indebtedness secured by this Instrument is secured by real property located in the State of Alabama (the “Alabama Property”) and outside of the State of Alabama, and accordingly pursuant to that certain Mortgage Tax Order issued by the Alabama Department of Revenue dated January 17, 2023 the total amount of mortgage privilege tax due in Alabama is \$40,501.05 (the “Total Mortgage Privilege Tax”).

This Instrument Prepared By and
Upon Recording Return To:
J. Corbitt Tate
Balch & Bingham LLP
1901 Sixth Avenue North, Suite 1500
Birmingham, Alabama 35203-4642

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

(Shelby County, Alabama)

THIS INSTRUMENT COVERS GOODS WHICH ARE OR ARE TO BECOME FIXTURES, IS EFFECTIVE AS A FINANCING STATEMENT FILED AS A FIXTURE FILING IN ACCORDANCE WITH THE PROVISIONS OF SECTION 7-9A-502(C) OF THE CODE OF ALABAMA.

THIS MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF LEASES AND RENTS, FINANCING STATEMENT AND FIXTURE FILING (herein “**Instrument**”), made as of January 23, 2023, by the mortgagor, **POH-AKF3 RIVERCHASE, LLC**, a Delaware limited liability company, whose address is 800 Brickell Avenue, Suite 701, Miami, Florida 33131 (herein “**Mortgagor**”), in favor of the mortgagee, **TIAA, FSB**, a federal savings bank, whose address is 301 West Bay Street, Floor #28, Jacksonville, Florida 32202 (herein “**Mortgagee**”).

WITNESSETH:

WHEREAS, Mortgagor, **AKF3 KRAMER, LLC**, a Delaware limited liability company, **AKF3 SITUS PARKWEST, LLC**, a Delaware limited liability company, **AKF3 RIVERS AVIATION, LLC**, a Delaware limited liability company, **AKF3 SOUTH POINT, LLC**, a Delaware limited liability company,

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AKF3 ADDISON TECH, LLC, a Delaware limited liability company, and AKF3 SF LIGHT INDUSTRIAL, LLC, a Delaware limited liability company (individually and collectively, “Borrower”) is justly indebted to Mortgagee in the principal sum of **ONE HUNDRED NINETY-THREE MILLION AND NO/100 DOLLARS (\$193,000,000.00)**, pursuant to a certain Promissory Note of even date herewith, together with any and all extensions, renewals, modifications, replacements, substitutions, restatements, and any and all other certificates or evidence of indebtedness evidenced by said Promissory Note (the “Note”). As used herein, the term “Loan” shall refer to the loan evidenced by the Note.

WHEREAS, the parties desire to secure the principal amount of the Note with interest, and all renewals, extensions and modifications thereof, and all refinancings of any part of the Note and any and all other additional indebtedness of Mortgagor or Borrower to Mortgagee, now existing or hereafter arising, whether joint or several, due or to become due, absolute or contingent, direct or indirect, liquidated or unliquidated, and any renewals, extensions, modifications and refinancings thereof, and whether incurred or given as maker, endorser, guarantor or otherwise, and whether the same be evidenced by note, open account, assignment, endorsement, guaranty, pledge or otherwise (herein “**Other Indebtedness**”).

NOW, THEREFORE, in consideration of TEN AND NO/100 DOLLARS (\$10.00), the indebtedness herein recited, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and to secure the prompt payment of same, with the interest thereon, and any extensions, renewals, modifications and refinancings of same, and any charges herein incurred by Mortgagee on account of Mortgagor or Borrower, including but not limited to reasonable attorneys’ fees, and any and all Other Indebtedness as set forth above, and further to secure the performance of the covenants, conditions and agreements hereinafter set forth and set forth in the Note and set forth in the Loan Documents (as defined below), and as may be set forth in instruments evidencing or securing Other Indebtedness (the “**Other Indebtedness Instruments**”), Mortgagor irrevocably and unconditionally hereby GRANTS, BARGAINS, SELLS, ALIENS AND CONVEYS unto Mortgagee, its legal representatives, successors and assigns, forever, **WITH POWER OF SALE**, all of Mortgagor’s estate, right, title, and interest, now owned or hereafter acquired, including any reversion or remainder interest, in and to the full fee simple estate in the real property located in the County of Shelby, State of Alabama, and more particularly described on Exhibit A attached hereto and incorporated herein including all heretofore or hereafter vacated alleys and streets abutting the property, and all easements, rights, appurtenances, tenements, hereditaments, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock appurtenant to the property (collectively “**Premises**”);

TOGETHER with all of Mortgagor’s estate, right, title and interest, now owned or hereafter acquired, in, under and to:

(a) all buildings, structures, improvements, parking areas, landscaping, equipment, machinery, fittings, fixtures, utility lines, mains, pipes and cables and articles of property now or hereafter erected on, attached to, or used or adapted for use in the operation of the Premises; all personal property now or hereafter located in, upon, over or under the Premises or any part thereof or off-site benefiting said real property and used or usable or intended to be used in connection with any present or future operation of said real property, including, but without limitation the generality of the foregoing: all heating, air conditioning, lighting, power and incinerating apparatus and equipment; all boilers, engines, motors, dynamos, generating equipment, piping and plumbing fixtures, water heaters, ranges, cooking apparatus and mechanical kitchen equipment, refrigerators, freezers, cooling, ventilating, sprinkling and vacuum cleaning systems, fire extinguishing apparatus, gas and electric fixtures, carpeting, floor coverings, underpadding, elevators, escalators, partitions, mantels, built-in mirrors, window shades, blinds, draperies, screens, storm sash, awnings, signs, and shrubbery and plants, and including also all interest of any owner of the Premises in any of such items hereafter at any time acquired under conditional sale contract, chattel mortgage or other title retaining or security instrument, all of which property mentioned in this

clause (a) shall be deemed part of the realty covered by this Instrument and not severable wholly or in part without material injury to the freehold of the Premises (all of the foregoing together with replacements and additions thereto are referred to herein as “**Improvements**”);

(b) all compensation, awards, damages, rights of action and proceeds, including interest thereon and/or the proceeds of any policies of insurance therefor, arising out of or relating to (i) a taking or damaging of the Premises or Improvements thereon by reason of any public or private improvement, condemnation proceeding (including change of grade), sale or transfer in lieu of condemnation, or fire, earthquake or other casualty, or (ii) any injury to or decrease in the value of the Premises or the Improvements for any reason whatsoever;

(c) return premiums or other payments upon any insurance any time provided with respect to the Premises, Improvements, and other collateral described herein for the benefit of or naming Mortgagee, and refunds or rebates of taxes or assessments on the Premises;

(d) all written and oral leases and rental agreements (including extensions, renewals, subleases, licenses, concessions or other agreement, written or oral, now or hereafter in effect, which grant a possessory interest in and to, or the right to use, all or a portion of the Premises; all of the foregoing being referred to collectively herein as the “**Leases**”) now or hereafter affecting the Premises, and including, without limitation, all rents, bonuses, issues, income, profits and other revenues and income therefrom and from the renting, leasing or bailment of Improvements and equipment and including any accruing under any oil, gas or mineral leases affecting the Premises (collectively, “**Rents**”), all guaranties of tenants’ performance under the Leases (including but not limited to rights under any letter of credit given as security for such tenant’s obligations), and all rights and claims of any kind that Mortgagor may have against any tenant under the Leases or in connection with the termination or rejection of the Leases in a bankruptcy or insolvency proceeding;

(e) plans (including, but not limited to plot plans, foundation plans, floor plans, elevations, framing plans, cross-sections of walls, mechanical plans, electrical plans and architectural and engineering plans), specifications, drawings, contracts and agreements relating to the design or construction of the Improvements; Mortgagor’s rights under any payment, performance, or other bond in connection with the design or construction of the Improvements; all landscaping and construction materials, supplies, and equipment used or to be used or consumed in connection with construction of the Improvements, whether stored on the Premises or at some other location; and contracts, agreements, and purchase orders with contractors, subcontractors, suppliers, and materialmen incidental to the design or construction of the Improvements;

(f) all contracts, deposits (including any and all tenant security deposits), deposit accounts, accounts, bank accounts (including any and all escrow accounts, reserve accounts, and cash collateral accounts), letters of credit, general intangibles, goods, contract rights, rights, claims or causes of action pertaining to or affecting the Premises or the Improvements, all options or contracts to acquire other property for use in connection with operation or development of the Premises or Improvements, management contracts, service or supply contracts, permits, licenses, franchises and certificates, and all commitments or agreements, now or hereafter in existence, intended by the obligor thereof to provide Mortgagor with proceeds to satisfy the Loan, or improve the Premises or Improvements, and the right to receive all proceeds due under such commitments or agreements including refundable deposits and fees;

(g) all books, records, surveys, reports and other documents related to the Premises, the Improvements, the Leases, or other items of collateral described herein; and

(h) all additions, accessions, replacements, substitutions, proceeds (cash and non-cash) and products of the real and personal property, tangible and intangible, described herein,

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including but not limited to lease and real-estate proceeds, all insurance, contract and tort proceeds and claims, and other amounts relating to the use, disposition, or sale of the collateral described herein, and all inventory, accounts, chattel paper, documents, instruments, equipment, fixtures, consumer goods and general intangibles acquired with cash proceeds of any of the foregoing items or types of property described above.

All of the foregoing described collateral is exclusive of any goods, equipment, inventory, furniture, furnishings or trade fixtures owned and supplied by tenants of the Premises. The Premises, the Improvements, the Leases and all of the rest of the foregoing collateral are herein referred to as the “**Property**”. Some of the Property are to become “fixtures” on the Premises and as provided under Chapter 9 of the Uniform Commercial Code in effect in Alabama, this Instrument, upon being filed for record in the real property records of Shelby County, Alabama, shall operate also as a “fixture filing” and financing statement upon such of the items which are or may become fixtures.

Notwithstanding the foregoing, this Instrument does not take an interest in the following personal property located within the real property improvements described above built on the Premises: all portable furniture; portable fixtures; portable machinery; portable equipment; portable personal property owned by the Mortgagor and used in its business; all portable and window air conditioners; all portable appliances; carpets and rugs excluded from flood building coverage; clothes washers and dryers; food freezers (excluding walk-ins) and food; art and furs; and non-licensed self-propelled vehicles. For the avoidance of doubt, Mortgagee takes an interest in FEMA Flood Policy Coverage A-Building Property but does not take an interest in FEMA Flood Policy Coverage B-Personal Property located in the improvements built on the Premises.

TO HAVE AND TO HOLD the Property and all parts, rights, title, interest, separate estate property, possession, claim and demand whatsoever in law and in equity of Mortgagor in and to the same, members and appurtenances thereof, for the use, benefit and on behalf of Mortgagee and its successors and assigns in fee simple forever.

TO SECURE TO Mortgagee (a) the repayment of the indebtedness evidenced by the Note, with interest thereon as set forth therein; (b) the repayment of any future advances, with interest thereon, made by Mortgagee to Mortgagor or Borrower pursuant to Section 29 hereof (herein “**Future Advances**”); (c) the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Instrument or to fulfill any of Mortgagor’s or Borrower’s obligations hereunder or under the other Loan Documents; (d) the performance of the covenants and agreements of Mortgagor and Borrower contained herein or in the other Loan Documents; and (e) the repayment of all Other Indebtedness. The indebtedness and obligations described in clauses (a) through (e) above are collectively referred to herein as the “**Indebtedness**”. For the avoidance of doubt, any reasonable attorneys’ fees required to be paid by Borrower in accordance with any Loan Document are secured by this Instrument. The Note, this Instrument, and all other documents evidencing, securing or guaranteeing the Indebtedness, as the same may be modified or amended from time to time, are referred to herein as the “**Loan Documents**”. The terms of the Note secured hereby may provide that the interest rate or payment terms or balance due may be indexed, adjusted, renewed, or renegotiated from time to time, and this Instrument shall continue to secure the Note notwithstanding any such indexing, adjustment, renewal or renegotiation.

PROVIDED, ALWAYS, that if Mortgagor or Borrower shall pay unto Mortgagee the Indebtedness and if Mortgagor and Borrower shall duly, promptly and fully perform, discharge, execute, effect, complete and comply with and abide by each and every of the stipulations, agreements, conditions and covenants of the Note and this Instrument, then this Instrument and all assignments contained herein and liens created hereby shall cease and be null and void; otherwise to remain in full force and effect.

Mortgagor represents and warrants that Mortgagor has good, indefeasible and insurable title to, and has the right to mortgage an indefeasible fee simple estate in, the Premises, Improvements, Rents, and Leases, and the right to convey the other Property, that the Property is unencumbered except as disclosed

in writing to and approved by Mortgagee prior to the date hereof, and that Mortgagor will warrant and forever defend the title to the Property and the quiet use and enjoyment thereof unto the Mortgagee, and its substitutes, heirs, successors and assigns, against all claims and demands, subject only to (i) the lien and security interests created by this Instrument and the other Loan Documents, (ii) all liens, encumbrances and other matters approved by Mortgagee in Mortgagee's final title insurance policy, (iii) liens, if any, for real property taxes imposed by any governmental authority not yet due or delinquent or which are being contested in good faith by appropriate proceedings, (iv) any workers', mechanics' or similar liens on the Premises if being contested in good faith by appropriate proceedings, which Mortgagee may require that Mortgagor post security for payment of such lien in an amount satisfactory to Mortgagee in its reasonable discretion, (v) Leases entered into prior to the date hereof and disclosed on a rent roll and Leases entered into after the date hereof in accordance with the terms of the Loan Documents, and (vi) such other title and survey matters as Mortgagee has approved or may approve in writing in Mortgagee's reasonable discretion (collectively, "**Permitted Encumbrances**"). Mortgagor further covenants and agrees to make such other further assurances to perfect the fee simple title to the Property in Mortgagee or in any purchaser at foreclosure sale hereunder, as may hereafter be required by Mortgagee. Mortgagor shall preserve and maintain the lien created by this Instrument and defend the title and possession of the Property to the end that this Instrument shall be and remain a first lien on the Property until the Indebtedness is paid in full.

Mortgagor represents, warrants, covenants and agrees for the benefit of Mortgagee as follows:

1. PAYMENT OF PRINCIPAL AND INTEREST. Mortgagor shall, or shall cause Borrower to, perform, observe and comply with all terms and conditions and agreements and covenants of Mortgagor and Borrower contained in the Loan Documents and to timely pay all and singular the principal, interest, and other sums of money payable by virtue of the Loan Documents and to pay all other sums secured hereby promptly on the days the same become due, whether in due course or upon acceleration.

2. APPLICATION OF PAYMENTS. Unless applicable law provides otherwise, each complete installment payment received by Mortgagee from Mortgagor or Borrower under the Note or this Instrument shall be applied by Mortgagee first in payment of amounts payable to Mortgagee by Mortgagor under Section 3 hereof, then to interest payable on the Note, then to principal of the Note, and then to interest and principal on any Future Advances in such order as Mortgagee, at Mortgagee's sole discretion, shall determine. If an Event of Default shall have occurred and be continuing, Mortgagee may apply, in any amount and in any order as Mortgagee shall determine in Mortgagee's sole discretion, any payments received by Mortgagee under the Note or this Instrument. Any partial payment received by Mortgagee shall, at Mortgagee's option, be held in a non-interest bearing account until Mortgagee receives funds sufficient to equal a complete installment payment.

3. TAXES, INSURANCE AND ASSESSMENT; IMPOSITION DEPOSITS.

(a) Except as is hereinafter provided with respect to the impounding of such payments by Mortgagee, Mortgagor shall pay or cause to be paid when due, at least thirty (30) days prior to delinquency, all real estate taxes, insurance premiums, assessments, levies, liabilities, obligations, judgments, statutory and common law liens, decrees, water and sewer rates, ground rents, all other charges payable with respect to the Property and encumbrances of every nature and kind now on the Premises or hereafter may be imposed suffered, placed, levied or assessed thereupon.

(b) Unless waived in writing by Mortgagee, or as otherwise provided in this Section, Mortgagor shall deposit with Mortgagee on the day monthly installments of principal or interest, or both, are due under the Note (or on another day designated in writing by Mortgagee), until the Indebtedness is paid in full, an additional amount estimated by Mortgagee to be sufficient to

accumulate with Mortgagee the entire sum required to pay, when due, on all policies of insurance required under this Instrument, plus all taxes, assessments and other charges next due upon the Property, plus, at Mortgagee's discretion, a contingency reserve of up to one-sixth of such estimate. The amounts deposited under the preceding sentence are collectively referred to in this Instrument as the "**Imposition Deposits**." The obligations of Mortgagor for which the Imposition Deposits are required are collectively referred to in this Instrument as "**Impositions**." The amount of the Imposition Deposits shall be sufficient to enable Mortgagee to pay each Imposition before the last date upon which such payment may be made without any penalty or interest charge being added. Mortgagee shall maintain records indicating how much of the monthly Imposition Deposits and how much of the aggregate Imposition Deposits held by Mortgagee are held for the purpose of paying taxes, insurance premiums and each other Imposition, and shall provide such information in the monthly loan/mortgage statements sent to Mortgagor.

(c) Imposition Deposits shall be held by Mortgagee or in a bank, credit union or other financial institution designated by Mortgagee. Mortgagee shall apply the Imposition Deposits to pay Impositions so long as no Event of Default has occurred and is continuing. Unless applicable law requires, Mortgagee shall not be required to pay Mortgagor any interest, earnings or profits on the Imposition Deposits. As additional security for the Indebtedness, Mortgagor hereby pledges and grants to Mortgagee a security interest in the Imposition Deposits and all proceeds of, and all interest and dividends on, the Imposition Deposits. Any amounts deposited with Mortgagee under this Section shall not be trust funds, nor shall they operate to reduce the Indebtedness, unless applied by Mortgagee for that purpose under Section 3(f).

(d) Mortgagor shall furnish to Mortgagee, not later than thirty (30) days after receipt by Mortgagor, an official statement of the amount of all insurance premiums, taxes, assessments, and other charges next payable. If Mortgagee receives a bill or invoice for an Imposition, Mortgagee shall pay the Imposition from the Imposition Deposits held by Mortgagee. Mortgagee shall have no obligation to pay any Imposition in excess of the Imposition Deposits then held by Mortgagee. Mortgagee may pay an Imposition according to any bill, statement or estimate from the appropriate public office or insurance company without inquiring into the accuracy of the bill, statement or estimate or into the validity of the Imposition.

(e) If at any time the amount of the Imposition Deposits held by Mortgagee for payment of a specific Imposition exceeds the amount reasonably deemed necessary by Mortgagee, plus at Mortgagee's discretion, a contingency reserve of up to one-sixth of such estimate, the excess shall be credited against future installments of Imposition Deposits. If at any time the amount of the Imposition Deposits held by Mortgagee for payment of a specific Imposition is less than the amount reasonably estimated by Mortgagee to be necessary, plus, at Mortgagee's discretion, a contingency reserve of up to one-sixth of such estimate, Mortgagor shall pay to Mortgagee the amount of the deficiency within thirty (30) days after written notice from Mortgagee.

(f) If an Event of Default has occurred and is continuing, Mortgagee may apply any Imposition Deposits, in any amounts and in any order as Mortgagee determines, in Mortgagee's discretion, to pay any Impositions or as a credit against the Indebtedness. Upon payment in full of the Indebtedness, Mortgagee shall refund to Mortgagor any Imposition Deposits held by Mortgagee.

(g) If Mortgagee does not collect an Imposition Deposit with respect to an Imposition pursuant to a separate written waiver by Mortgagee, then at least thirty (30) days before the date each such Imposition is delinquent, or on the date this Instrument requires each such Imposition to be paid, Mortgagor must provide Mortgagee with proof of payment of each such Imposition for

which Mortgagee does not require collection of Imposition Deposits. Mortgagee may revoke its deferral or waiver and require Mortgagor to deposit with Mortgagee any or all of the Imposition Deposits listed in Section 3(b) at any time.

4. CHARGES, LIENS. Mortgagor shall promptly discharge or bond off any lien encumbering the Property or any part thereof, and Mortgagor shall pay, when due, the claims of all persons supplying labor or materials to or in connection with the Property. Mortgagor may contest any such lien by appropriate proceedings in good faith, timely filed, provided that enforcement of the lien is stayed pending such contest. Mortgagee may require that Mortgagor post security for payment of such lien in an amount satisfactory to Mortgagee in its reasonable discretion.

5. INSURANCE. Mortgagor shall maintain, or cause to be maintained, such insurance coverage as required by Mortgagee (with deductibles in an amount reasonably acceptable to Mortgagee). From time to time, at Mortgagee's reasonable discretion, Mortgagee may update and/or modify the insurance requirements. For all property insurance, Mortgagor shall cause Mortgagee to be named as "mortgagee" on a standard mortgagee endorsement, and for all other insurance, Mortgagee shall be named as "Lender Loss Payee". Mortgagee shall have the right, upon written notice, to require Mortgagor furnish to Mortgagee a copy of any insurance policy required to be carried hereunder (including endorsements), and Mortgagor shall furnish the requested policy or policies and all applicable endorsements within thirty (30) days of such request. Certificates evidencing all renewal and substitute policies of insurance shall be delivered to Mortgagee at least ten (10) days after termination of the policies being renewed or substituted. Any insurance certificates evidencing the foregoing shall be in form reasonably acceptable to Mortgagee and shall require the insurance company to give to Mortgagee at least thirty (30) days prior written notice before canceling the policy for any reason. If any improvement is located in a "special flood hazard area", Mortgagor shall maintain coverage in an amount satisfactory to Mortgagee to adequately insure the Improvements subject to flood risk, and the potential disruption to rental income. In no event shall the coverage be less than the lesser of (i) the outstanding principal balance of the Loan, (ii) maximum available per building under the National Flood Insurance Program, or (iii) one hundred percent (100%) replacement cost. Mortgagor shall obtain all required insurance from a carrier authorized to do business in the state where the Property is located and reasonably satisfactory to the Mortgagee. Mortgagor hereby authorizes Mortgagee, at any time, to communicate directly with Mortgagor's insurance agent or insurance carrier. Mortgagee shall have the right, but not the obligation, to make premium payments, at Mortgagor's expense, to prevent any cancellation, endorsement, alteration or reissuance of any policy of insurance maintained by Mortgagor, and such payments shall be accepted by the insurer to prevent same. If it is determined that the Mortgagee has not received satisfactory written evidence that the Mortgagor maintains all required insurance, Mortgagee may force place any required coverage to protect its interest in the Property; notwithstanding any cure periods set forth herein or in the other Loan Documents, Mortgagee shall not be required to provide Mortgagor with any cure period prior to force placing insurance in order to prevent a lapse of such coverage (but Mortgagor shall be permitted the 30-day cure period applicable after such forced place insurance as described in Section 26(b) of this Instrument). Such insurance purchased by Mortgagee may, but need not, protect Mortgagor's interest in the Property. Such insurance purchased by Mortgagee may not pay any claim that Mortgagor makes or any claim that is made against Mortgagor in connection with the Property. Mortgagor may later cancel any insurance purchased by Mortgagee, but only after providing Mortgagee with evidence acceptable to Mortgagee that Mortgagor has obtained and paid for such insurance as required under this Instrument. If Mortgagee procures and maintains such insurance, Mortgagor shall be responsible for the costs of such insurance, including interest as described in Section 8 below and any other charges that Mortgagee may impose in connection with the placement of such insurance, until the effective date of the cancellation or expiration of such insurance. All such costs, interest and charges shall become due and payable by Mortgagor within ten (10) Business Days following written demand and shall be secured by this Instrument. Such costs may be more than the cost of insurance Mortgagor may be able to obtain on its own.

If any act or occurrence of any kind or nature (including any casualty for which insurance was not obtained or obtainable) shall result in damage to or destruction of the Property or any part thereof (such event being called a “Loss”), Mortgagor shall give prompt written notice thereof to Mortgagee; and

(a) [Intentionally Omitted.]

(b) Mortgagee will make the insurance proceeds available to Mortgagor for restoration of the Improvements following a casualty loss, provided that: (i) no Event of Default or event that with the passage of time or giving of notice would result in an Event of Default exists; (ii) Mortgagor provides evidence that adequate funds are available (inclusive of insurance proceeds) to restore the Improvements, and advances any additional funds required prior to the disbursement of insurance proceeds; (iii) tenants of no more than thirty percent (30%) of the total rentable square footage of the Premises have terminated their leases in accordance with their terms as a result of such casualty event; and (iv) Mortgagee retains control of insurance proceeds prior to use for restoration. If the foregoing conditions have not been satisfied, Mortgagee shall have the option, in its sole discretion, of applying or paying all or part of the insurance proceeds: (i) to all or any part of the Indebtedness and in such order as Mortgagee may determine; (ii) to the restoration of the Improvements; or (iii) to Mortgagor.

(c) In the event of such loss or damage, all proceeds of insurance shall be payable to Mortgagee, and Mortgagor hereby authorizes and directs any affected insurance company to make payment of all proceeds directly to Mortgagee. Mortgagee is hereby authorized and empowered by Mortgagor to settle, adjust or compromise any claims for loss, damage or destruction under any policy or policies of insurance. Mortgagor hereby irrevocably appoints Mortgagee its attorney-in-fact coupled with an interest with the power and authority to endorse any checks, drafts or other instruments representing any proceeds of insurance, whether payable by reason of loss thereunder or otherwise.

(d) Except to the extent that insurance proceeds are received by Mortgagee and applied to the Indebtedness, nothing contained herein shall be deemed to excuse Mortgagor from repairing or maintaining the Property as provided in this Instrument or restoring all damage or destruction to the Property, regardless of whether or not there are insurance proceeds available or whether any such proceeds are sufficient in amount, and the application or release by Mortgagee of any insurance proceeds shall not cure or waive any Event of Default or notice of an Event of Default under this Instrument or invalidate any act done pursuant to such notice.

Nothing herein shall relieve Mortgagor or Borrower from making all payments required by the Note or other Loan Documents. For the avoidance of doubt, if any loss shall occur at any time while an Event of Default shall have occurred and shall be continuing hereunder, Mortgagee shall be entitled to the benefit of all insurance policies held or maintained by Mortgagor, to the same extent as if same had been made payable to Mortgagee, and upon foreclosure hereunder, Mortgagee shall become the owner thereof.

Under no circumstances shall Mortgagee become obligated to take any action to restore the Property. In the event Mortgagee elects to release or apply any of the proceeds to the restoration of the Improvements pursuant to the provisions of this Section 5, then all such proceeds shall be released and/or applied to the cost of restoration (including within the term “**restoration**” any repair, reconstruction or alteration) as such restoration progresses, in amounts which shall equal ninety percent (90%) of the amounts from time to time certified by an architect approved by Mortgagee (which approval shall not be unreasonably withheld, conditioned or delayed) to have been incurred in such restoration of any and all of the Property (i.e., ninety percent (90%) of the total amount expended by the contractor for the project under a contract approved by Mortgagee and billed by the contractor to Mortgagor) and performed by a contractor reasonably satisfactory to Mortgagee on a construction schedule reasonably satisfactory to Mortgagee in accordance with the plans and specifications therefor approved by Mortgagee (which approval shall not be

unreasonably withheld, conditioned or delayed) and the remaining ten percent (10%) upon completion of such restoration (or in the case a subcontractor has completed all of its work, the remaining ten percent (10%) retainage shall be disbursed upon completion of such work) and delivery to Mortgagee of evidence reasonably satisfactory to Mortgagee that no mechanics' lien exists with respect to the work of such restoration; that the restoration work has been completed and fully paid for in accordance with plans and specifications for said work approved by Mortgagee; and that all governmental approvals required for the completion of said restoration work and occupancy of the Property have been obtained and the same are in form and substance reasonably satisfactory to Mortgagee.

If within a reasonable period of time after the occurrence of any Loss, Mortgagor shall not have submitted to Mortgagee and received Mortgagee's approval of plans and specifications for the repair, restoration or rebuilding of such Loss or shall not have obtained approval of such plans and specifications from all governmental authorities whose approval is required, or if, after such plans and specifications are approved by Mortgagee and by all such governmental authorities, Mortgagor shall fail to commence promptly such repair, restoration or rebuilding, or if thereafter Mortgagor fails to carry out diligently such repair, restoration or rebuilding or is delinquent in the payment to mechanics, materialmen or others of the costs incurred in connection with such work, or if any other condition of this Section 5 is not satisfied within a reasonable period of time after the occurrence of any such Loss, and such failure continues beyond any applicable notice and cure period, then Mortgagee may, in addition to all other rights herein set forth, at Mortgagee's option, (A) declare that an Event of Default has occurred and/or apply all of the insurance proceeds payable with respect to such Loss to the payment of the Indebtedness in such order as Mortgagee may elect, and/or (B) Mortgagee, or any lawfully appointed receiver of the Property may at their respective options, perform or cause to be performed such repair, restoration or rebuilding, and may take such other steps as they deem advisable to carry out such repair, restoration or rebuilding, and may enter upon the Property (subject to the rights of tenants under the Leases) for any of the foregoing purposes, and Mortgagor hereby waives, for itself and all others holding under it, any claim against Mortgagee and such receiver (other than a claim based upon the alleged gross negligence or intentional misconduct of Mortgagee or any such receiver) arising out of anything done by them or any of them pursuant to this Section 5 and Mortgagee may in its discretion apply any proceeds held by it to reimburse itself and/or such receiver for all amounts expended or incurred by it in connection with the performance of such work, including reasonable attorneys' fees, and any excess costs shall be paid by Mortgagor to Mortgagee within ten (10) Business Days following written notice from Mortgagee, and Mortgagor's obligation to pay such excess costs shall be secured by the lien of this Instrument and shall bear interest at the Default Rate as defined and set forth in the Note from the expiration of said ten (10) Business Day period until paid.

Nothing herein, and no authority given to Mortgagor to repair, rebuild or restore the Property or any portion thereof, shall be deemed to constitute Mortgagor the agent of Mortgagee for any purpose, or to create, either expressly or by implication, any liens or claims or rights on behalf of laborers, mechanics, materialmen or other lien holders which could in any way be superior to the lien or claim of Mortgagee, or which could be construed as creating any third party rights of any kind or nature to the insurance funds. At reasonable times during the work of restoration, and upon reasonable advance notice, Mortgagee, either personally or by duly authorized agents, shall have the right to enter upon the Property (subject to the rights of tenants under the Leases) for inspection of the work. Mortgagor expressly assumes all risk of loss, including a decrease in the use, enjoyment or value of the Property from any casualty whatsoever, whether or not insurable or insured against.

Mortgagor waives any and all right to claim or recover against Mortgagee or its officers, employees, agents and representatives, for loss of or damage to Mortgagor, the Property, Mortgagor's property or the property of others under Mortgagor's control from any cause insured against or required to be insured against under this Section 5.

6. PRESERVATION AND MAINTENANCE OF PROPERTY; COMPLIANCE WITH LAWS. Mortgagor (a) shall not commit waste or permit impairment or deterioration of the Property, (b) shall not permit, commit or suffer mining, drilling, removal of sand, gravel, loam or other materials, or excavations in, on or under the Premises, except excavations incident to construction of improvements on the Premises, (c) shall restore or repair promptly and in a good and workmanlike manner all or any part of the Property to a status at least equivalent of its original condition, or such other condition as Mortgagee may approve in writing, in the event of any damage, injury, loss, condemnation or taking thereto, whether or not insurance proceeds or other payments or condemnation awards are available to cover in whole or in part the costs of such restoration or repair, (d) shall keep the Property, including all improvements, fixtures, equipment, machinery and appliances thereon, in good repair (reasonable wear and tear excepted) and shall replace fixtures, equipment, machinery and appliances on the Property when necessary to keep such items in good repair, (e) shall comply with all laws, ordinances, rules, regulations and requirements applicable to Mortgagor and/or the Property, including, without limitation, the Permitted Encumbrances, and (f) shall not do or permit to be done to the Premises anything that will in any respect impair or weaken the security of this Instrument. Without limitation of the foregoing, Mortgagor shall comply, and shall cause each owner of equity interests in Mortgagor to comply, with the USA PATRIOT ACT and all laws, rules and regulations relating to import or export controls, anti-money laundering and terrorist financing (collectively, the “**Anti-Terror Laws**”). If Mortgagor and/or any of the owners of equity interests in Mortgagor fail to comply with any of the Anti-Terror Laws, Mortgagor hereby authorizes Mortgagee to take such actions as may be required by the Anti-Terror Laws including, without limitation, refusing to accept payments from Mortgagor. Mortgagor represents, warrants and covenants that the Property is and shall be in substantial compliance with the Americans with Disabilities Act of 1990 and all of the regulations promulgated thereunder, as the same may be amended from time to time. In the event Mortgagee reasonably determines that Mortgagor is violating this Section 6 by deferring maintenance costs, then in addition to all other rights and remedies set forth herein, after the lapse of any applicable cure period, Mortgagee shall have the right to require Mortgagor to escrow with Mortgagee such funds as are necessary to correct said deferred maintenance. If any work required under this Section shall involve an estimated expenditure exceeding \$1,000,000.00, no such work shall be carried out except pursuant to the plans and specifications approved by Mortgagee, which approval shall not be unreasonably withheld, conditioned or delayed. Subject to Mortgagor’s right to contest the amount or validity of the same, Mortgagor shall promptly pay when due all lawful claims, charges or the like for any material or labor performed or related to any work on the Premises. No part of the Property shall be removed, demolished or materially altered without the prior written consent of Mortgagee (except for replacements of items in the ordinary course of Borrower’s business with items of the same utility and of equal or greater value and sales of obsolete items no longer needed for the operation of the Property).

7. USE OF PROPERTY. Unless required by applicable law or unless Mortgagee has otherwise agreed in writing, Mortgagor shall not allow changes in the use for which all or any part of the Property was intended at the time this Instrument was executed. Mortgagor shall not, without Mortgagee’s prior written consent, (i) initiate or acquiesce in a change in the zoning classification (including any variance under any existing zoning ordinance applicable to the Property), (ii) permit the use of the Property to become a non-conforming use (except for a legal non-conforming use) under applicable zoning ordinances, (iii) file any subdivision or parcel map affecting the Property, or (iv) amend, modify or consent to any easement, right-of-way license or covenants, conditions and restrictions pertaining to the Property.

8. PROTECTION OF MORTGAGEE’S SECURITY. If an Event of Default exists, then Mortgagee at Mortgagee’s option may make such appearances, disburse such sums and take such action as Mortgagee deems necessary, in its sole discretion, to protect Mortgagee’s interest, including, but not limited to, (i) disbursement of reasonable attorneys’ fees, (ii) entry upon the Property to make repairs, and (iii) procurement of satisfactory insurance as provided in Section 5 hereof.

Any amounts disbursed by Mortgagee pursuant to this Section 8, with interest thereon, shall become additional Indebtedness of Mortgagor secured by this Instrument. Unless Mortgagor and Mortgagee agree to other terms of payment, such amounts shall be due and payable within ten (10) Business Days following written notice from Mortgagee and shall bear interest from the expiration of such ten (10) Business Day period at the Default Rate (as defined and set forth in the Note) until paid. Mortgagor hereby covenants and agrees that Mortgagee shall be subrogated to the lien of any mortgage, deed of trust or other lien discharged, in whole or in part, by the Indebtedness. Nothing contained in this Section 8 shall require Mortgagee to incur any expense or take any action hereunder.

9. INSPECTION In addition to other inspection rights of Mortgagee, but subject to tenants' rights under the Leases, the Mortgagor shall and hereby does grant and convey to the Mortgagee, its agents, representatives, contractors, and employees, to be exercised by Mortgagee following the occurrence and during the continuance of an Event of Default hereunder or under any of the other Loan Documents (subject to any cure rights of Mortgagor), an easement and license to enter on the Property at any time and from time to time for the purpose of making such audits, tests, inspections, and examinations, including, without limitation, inspection of buildings and improvements, subsurface exploration and testing and groundwater testing (herein "**Inspections**"), as the Mortgagee, in its sole discretion, deems necessary, convenient, or proper to determine the condition and use of the Property, to make an inventory of the Property, and to determine whether the ownership, use and operation of the Property are in compliance with all federal, state, and local laws, ordinances, rules, and regulations, including, without limitation, environmental laws, health and public accommodation laws, the ADA and the Rehabilitation Act, as applicable, and ordinances, rules and regulations relating thereto. Notwithstanding the grant of the above easement and license to the Mortgagee, the Mortgagee shall have no obligation to perform any such Inspections, or to take any remedial action. All the reasonable, out-of-pocket costs and expenses incurred by the Mortgagee with respect to any Inspections which the Mortgagee may conduct or take pursuant to this Section 9, including, without limitation, the fees of any engineers, laboratories, and contractors, shall be repaid by the Mortgagor and shall be secured by this Instrument and the other Loan Documents.

10. FINANCIAL DATA; BOOKS AND RECORDS. Mortgagor shall maintain full and correct books and records showing in detail the income, expenses and earnings relating to the Property, and permit Mortgagee's representative to examine such books and records and all supporting vouchers and data at any time and from time to time, during normal business hours and upon reasonable advance written notice from Mortgagee, as Mortgagee may reasonably request at such place within the United States of America as such books and records are customarily kept.

11. CONDEMNATION. Mortgagor hereby transfers, assigns, and sets over to Mortgagee, up to the amount of the total Indebtedness, all awards of damages arising and all other sums paid or which become payable in connection with the condemnation of all or any part of the Property for public use or for injury to any part thereof by any governmental body, quasi-public authority, or public utility, and the proceeds of all such awards, after payment of all reasonable expenses incurred in recovering same, including reasonable fees for attorneys representing Mortgagee in any proceeding in which any such award is made, shall be paid to Mortgagee. Notwithstanding any taking of all or any part of the Property by eminent domain, or other injury to, or decrease in value of, the Property by any governmental body, quasi-public authority, or public utility, Mortgagor until such time as the Indebtedness is paid in full shall continue to pay and perform the obligations of this Instrument and of the Note secured hereby in the manner therein provided. Such awards or payments may, at the option of Mortgagee, be retained and applied by Mortgagee toward the Indebtedness in the manner designated by Mortgagee, or be paid over, wholly or in part, to Mortgagor for the purpose of altering, restoring, or rebuilding any part of the Property which may have been altered, damaged, or destroyed as a result of any such taking, or other injury to the Property. If, prior to the receipt by Mortgagee of any such award or payment, the Property shall have been sold on foreclosure of this Instrument, Mortgagee shall have the right to receive and retain such award or payment for

application towards payment of any deficiency judgment which may be entered in favor of Mortgagee, together with interest applicable as set forth in the Note thereon, and to the extent of the reasonable attorney fees (including on appeal), costs, and disbursements incurred by Mortgagee in connection with the collection of such award or payment, and such right shall exist whether or not a deficiency judgment shall have been sought or recovered or denied upon the Note, and the balance of such award or payment shall inure to the benefit of the party entitled thereto by applicable law. Notwithstanding any provision herein to the contrary, no Prepayment Fee shall be due in connection with any payments applied by Mortgagee toward the Indebtedness made under this Section 11.

Under no circumstances shall Mortgagee become obligated to take any action to restore the Property. In the event Mortgagee elects to release or apply any of the condemnation awards to the restoration of the Improvements under this Section 11, all such condemnation awards or proceeds shall be released and/or applied on the cost of restoration (including within the term “**restoration**” any repair, reconstruction or alteration) as such restoration progresses, in amounts which shall equal ninety percent (90%) of the amounts from time to time certified by an architect approved by Mortgagee (which approval shall not be unreasonably withheld, conditioned or delayed) to have been incurred in such restoration of any and all of the Property (i.e., ninety percent (90%) of the total amount expended by the contractor for the project under a contract approved by Mortgagee and billed by the contractor to Mortgagor) and performed by a contractor reasonably satisfactory to Mortgagee and who shall furnish such corporate surety bond, if any, as may be reasonably required by Mortgagee in accordance with the plans and specifications therefor approved by Mortgagee, which approval shall not be unreasonably withheld, conditioned or delayed, and the remaining ten percent (10%) upon completion of such restoration (or in the case a subcontractor has completed all of its work, the remaining ten percent (10%) retainage shall be disbursed upon completion of such work) and delivery to Mortgagee of evidence reasonably satisfactory to Mortgagee that no mechanics’ lien exists with respect to the work of such restoration; that the restoration work has been completed and fully paid for in accordance with plans and specifications for said work approved by Mortgagee; and that all Leases existing at the time such taking or condemnation occurred are in full force and effect with all tenants in possession and paying full Lease rental; and that all governmental approvals required for the completion of said restoration work and occupancy of the Property have been obtained and the same are in form and substance reasonably satisfactory to Mortgagee.

If within a reasonable period of time after the occurrence of any taking or condemnation, Mortgagor shall not have submitted to Mortgagee and received Mortgagee’s approval of plans and specifications for the repair, restoration or rebuilding of the Property or shall not have obtained approval of such plans and specifications from all governmental authorities whose approval is required, or if, after such plans and specifications are approved by Mortgagee and by all such governmental authorities, Mortgagor shall fail to commence promptly such repair, restoration or rebuilding, or if thereafter Mortgagor fails to carry out diligently such repair, restoration or rebuilding or is delinquent in the payment to mechanics, materialmen or others of the costs incurred in connection with such work, or if any other condition of this Section 11 is not satisfied within a reasonable period of time after the occurrence of any such taking or condemnation, then Mortgagee may, after the lapse of any applicable cure period, in addition to all other rights herein set forth, at Mortgagee’s option, (A) declare that an Event of Default has occurred and/or apply all of the proceeds of the taking or condemnation to the payment of the Indebtedness in such order as Mortgagee may elect, and/or (B) Mortgagee, or any lawfully appointed receiver of the Property may at their respective options, perform or cause to be performed such repair, restoration or rebuilding, and may take such other steps as they deem advisable to carry out such repair, restoration or rebuilding, and may enter upon the Property (subject to the rights of tenants under the Leases) for any of the foregoing purposes, and Mortgagor hereby waives, for itself and all others holding under it, any claim against Mortgagee and such receiver (other than a claim based upon the alleged gross negligence or intentional misconduct of Mortgagee or any such receiver) arising out of anything done by them or any of them pursuant to this Section 11 and Mortgagee may in its discretion apply any proceeds held by it to reimburse itself and/or such receiver for

all amounts expended or incurred by it in connection with the performance of such work, including reasonable attorneys' fees, and any excess costs shall be paid by Mortgagor to Mortgagee within ten (10) Business Days following written notice from Mortgagee, and Mortgagor's obligation to pay such excess costs shall be secured by the lien of this Instrument and shall bear interest at the Default Rate as defined and set forth in the Note from the expiration of said ten (10) Business Day period until paid.

Nothing herein, and no authority given to Mortgagor to repair, rebuild or restore the Property or any portion thereof, shall be deemed to constitute Mortgagor the agent of Mortgagee for any purpose, or to create, either expressly or by implication, any liens or claims or rights on behalf of laborers, mechanics, materialmen or other lien holders which could in any way be superior to the lien or claim of Mortgagee, or which could be construed as creating any third party rights of any kind or nature to the proceeds. At reasonable times during the work of restoration, and upon reasonable advance notice, Mortgagee, either personally or by duly authorized agents, shall have the right to enter upon the Property (subject to the rights of tenants under the Leases) for inspection of the work. Mortgagor expressly assumes all risk of loss, including a decrease in the use, enjoyment or value of the Property from any casualty whatsoever, whether or not insurable or insured against.

12. **BORROWER, MORTGAGOR AND LIEN NOT RELEASED.** From time to time, Mortgagee may, at Mortgagee's option, without giving notice to or obtaining the consent of Mortgagor, Borrower, Borrower's and/or Mortgagor's successors or assigns or of any junior lienholder or guarantors, without liability on Mortgagee's part and notwithstanding the occurrence of an Event of Default, extend the time for payment of the Indebtedness or any part thereof, reduce the payments thereon, release anyone liable on any of the Indebtedness (including but not limited to any guarantor), accept an extension or modification or renewal note or notes therefor, modify the terms and time of payment of the Indebtedness, enter into a loan modification agreement with Borrower, release from the lien of this Instrument any part of the Property, accept or release other or additional security, reconvey any part of the Property, consent to any map or plan of the Property, consent to the granting of any easement, join in any extension or subordination agreement, and agree in writing with Borrower to modify the rate of interest or period of amortization of the Note or change the amount of the monthly installments payable thereunder. Any actions taken by Mortgagee pursuant to the terms of this Section 12 shall not affect the obligation of Mortgagor, Borrower or Mortgagor's and/or Borrower's successors or assigns to pay the sums secured by this Instrument and to observe the covenants of Mortgagor contained herein, shall not affect the guaranty of any person, corporation, partnership or other entity for payment of the Indebtedness, and shall not affect the lien or priority of the lien hereof on the Property. **Mortgagor shall pay Mortgagee a service charge (based on Mortgagee's then-current fee schedule for each matter), together with any title insurance endorsements reasonably requested by Mortgagee and any reasonable attorneys' fees incurred by Mortgagee, for any such action if taken at Mortgagor's request or for other servicing requests, including but not limited to name changes, prepayments of the Indebtedness, and loan pay off statement requests. Such service charge is exclusive of any reasonable legal fees which may be incurred by Mortgagee in connection with Mortgagor's request.**

13. **FORBEARANCE BY MORTGAGEE NOT A WAIVER.** No waiver of any Event of Default hereunder, under any of the other Loan Documents, or under any of the Other Indebtedness Instruments shall extend to or shall affect any subsequent or any other then existing Event of Default or shall impair any rights, powers or remedies consequent thereon.

If the Mortgagee (a) grants forbearance or an extension of time for the payment of any indebtedness secured hereby; (b) takes other or additional security for the payment thereof; (c) waives or does not exercise any right granted herein, in the Note, in any of the other Loan Documents, or in any of the Other Indebtedness Instruments; (d) releases any part of the Property from this Instrument or otherwise changes any of the terms of this Instrument, the Note, any of the other Loan Documents or the Other Indebtedness

Instruments; (e) consents to the filing of any map, plat, or replat of or consents to the granting of any easement on, all or any part of the Property; or (f) makes or consents to any agreement subordinating the priority of this Instrument, any such act or omission shall not release, discharge, modify, change, or affect the original liability under this Instrument, the Note, the other Loan Documents, or the Other Indebtedness Instruments of the Borrower or any subsequent purchaser of the Property or any part thereof, or any maker, co-signer, endorser, surety or guarantor; nor shall any such act or omission preclude the Mortgagee from exercising any right, power or privilege herein granted or intended to be granted in the event of any other Event of Default then made or of any subsequent Event of Default, nor, except as otherwise expressly provided in an instrument or instruments executed by the Mortgagee, shall the provisions of this Instrument be altered thereby. In the event of the sale or transfer by operation of law or otherwise of all or any part of the Property, the Mortgagee, without notice to any person, corporation or other entity (except notice shall be given to Borrower so long as Borrower remains liable under the Note, this Instrument or any of the other Loan Documents), hereby is authorized and empowered to deal with any such vendee or transferee with reference to the Property or the indebtedness secured hereby, or with reference to any of the terms or conditions hereof, or of the other Loan Documents, as fully and to the same extent as it might deal with the original parties hereto and without in any way releasing or discharging any of the liabilities or undertakings hereunder.

14. UNIFORM COMMERCIAL CODE SECURITY AGREEMENT. This Instrument is intended to be a security agreement pursuant to the Uniform Commercial Code for the State where the Property is located (“**Uniform Commercial Code**”) for any of the items specified above as part of the Property which, under applicable law, may be subject to a security interest pursuant to the Uniform Commercial Code, and Mortgagor hereby grants and conveys to Mortgagee a first and prior security interest in all of the Property that constitutes personal property (“**Collateral**”, for purposes of this Section 14), whether now owned or hereafter acquired. Mortgagor agrees that Mortgagee may file this Instrument, or a reproduction thereof, in the real estate records or other appropriate index, as a financing statement for any of the items specified above as part of the Collateral. Any reproduction of this Instrument or of any other security agreement or financing statement shall be sufficient as a financing statement. In addition, Mortgagee may submit for filing any financing statements, as well as extensions, renewals and amendments thereof, and reproductions of this Instrument in such form as Mortgagee may deem appropriate to perfect a security interest with respect to the foregoing items. Mortgagor shall pay all costs of filing such financing statements and any extensions, renewals, amendments and releases thereof, and shall pay all costs and expenses of any record searches for financing statements that Mortgagee may reasonably require.

Mortgagor expressly warrants and covenants:

(a) Except for the security interest granted hereby and the Permitted Encumbrances, Mortgagor is the owner of the Collateral free from any lien, security interest or encumbrance. Other than the Permitted Encumbrances, Mortgagor understands that any further encumbrance of the Collateral is prohibited without Mortgagee’s prior written consent. Mortgagor shall defend the Collateral against all claims and demands of all persons at any time claiming the same or any interest therein.

(b) The Collateral is used or bought primarily for use in the business of Mortgagor and not for consumer purposes.

(c) Mortgagor’s business address is as stated above. The Collateral is located at or on or is used or owned for or in connection with the Premises and other Property.

(d) Mortgagor shall promptly notify Mortgagee of any change in the location of the Collateral or any change in Mortgagor’s principal place of business.

(e) Mortgagor shall pay when due, prior to delinquency, all taxes and assessments of every nature which may be levied or assessed against the Collateral.

(f) Except for liens in favor of Mortgagee and the Permitted Encumbrances, without Mortgagee's prior written consent, Mortgagor shall not permit or allow any lien, security interest or encumbrance whatsoever upon the Collateral and shall not permit the Collateral to be attached or replevied.

(g) The Collateral is in good condition and Mortgagor shall keep the Collateral in good condition (reasonable wear and tear excepted) and from time to time, forthwith, replace and repair all such parts of the Collateral as may be broken, worn out, or damaged without allowing any lien to be created upon the Collateral on account of such replacement or repairs and such replacement Collateral shall be equal or better value than the property so transferred or removed. Mortgagee may examine and inspect the Collateral at any time during normal business hours, wherever located, subject to reasonable prior written notice and the terms of the Leases.

(h) Mortgagor will not use the Collateral in violation of any applicable statutes, regulations or ordinances.

Prior to the occurrence of an Event of Default, Mortgagor may have possession of the Collateral and use it in any lawful manner. If an Event of Default shall have occurred and be continuing, Mortgagee shall have the immediate right (after expiration of any applicable notice and cure periods and subject to applicable law) to the possession of the Collateral.

If an Event of Default shall have occurred and be continuing, Mortgagee shall have the remedies of a secured party under the Uniform Commercial Code in effect in the State in which the Property is located and Mortgagee may also invoke the remedies provided in Section 27 of this Instrument as to such items. In exercising any of said remedies Mortgagee may proceed against the items of real property and any items of Collateral specified above separately or together and in any order whatsoever, without in any way affecting the availability of Mortgagee's remedies under the Uniform Commercial Code or of the remedies provided in Section 27 of this Instrument. Within ten (10) Business Days following any written request therefor by Mortgagee, Mortgagor shall prepare and deliver to Mortgagee a written inventory specifically listing all of the Collateral covered by the security interest herein granted, which inventory shall be certified by Mortgagor as being true, correct, and complete in all material respects.

The following information is provided in order that this Instrument shall comply with the requirements of the Uniform Commercial Code, as enacted in the State where the Property is located, for instruments to be filed as financing statements and with other requirements of applicable law:

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|-----|---|--|
| (a) | Name of Mortgagor (Debtor): | POH-AKF3 Riverchase, LLC |
| | Address of Mortgagor: | 800 Brickell Avenue, Suite 701
Miami, Florida 33131 |
| | Type of Organization: | limited liability company |
| | Jurisdiction of Mortgagor's Organization: | Delaware |
| (b) | Name of Mortgagee (Secured Party): | TIAA, FSB |
| | Address of Mortgagee: | 301 West Bay Street
Floor #28
Jacksonville, FL 32202 |

- (iii) if Mortgagee has not acknowledged in writing the request described in subsection (ii) above within five (5) Business Days after Mortgagor's delivery to Mortgagee of such written request, then Mortgagor shall send to Mortgagee a second notice with the same language as set forth above except such notice shall refer to five (5) Business Days instead of ten (10) Business Days; and
- (iv) Mortgagee fails to affirmatively grant or deny its consent or approval within ten (10) Business Days after Mortgagor's delivery to Mortgagee of such written request for consent or approval.

Solely with respect to the Deemed Approval Conditions, written notice may be sent to Mortgagee by Mortgagor via electronic mail, in which case notice shall be deemed delivered upon transmission of such notice, provided that an original of such notice is also sent on the same date to Mortgagee via overnight delivery by Federal Express, or another similar service requiring a receipt.

16. REMEDIES CUMULATIVE. Each remedy provided in this Instrument is distinct and cumulative to all other rights or remedies under this Instrument or afforded by law or equity, and may be exercised concurrently, independently, or successively, in any order whatsoever.

17. TRANSFERS OF THE PROPERTY; SUBORDINATE FINANCING PROHIBITED. Mortgagee may, at its option, declare all sums secured by this Instrument to be immediately due and payable, and Mortgagee may invoke any remedies permitted by Section 27 of this Instrument, if title to the Property is changed (except as permitted by Sections 32 and 37 of the Note) without the prior written consent of Mortgagee, which consent shall be at Mortgagee's sole discretion. Except for Permitted Encumbrances, any transfer of any interest in the Property or in the income therefrom, by sale, lease (except for Leases to tenants in the ordinary course of managing income property, which are approved by Mortgagee if such approval is required), mortgage, deed of trust, further encumbrance or otherwise (including any such transfers as security for additional financing of the Property), shall be considered a change of title. Notwithstanding anything to the contrary herein, an agreement to sell any part or interest in the Property that contemplates payment of the Indebtedness (or portion thereof necessary to satisfy the requirements under Section 37 of the Note in order to release this Deed of Trust against the Property) upon consummation of the closing under such agreement shall not constitute a change of title. Leasehold mortgages and collateral assignments of any Lease of the Property given by tenants of the Property are prohibited without the prior written consent of Mortgagee, which consent shall not be unreasonably withheld, conditioned or delayed.

18. NOTICE. Except for any notice required under applicable law to be given in another manner, any and all notices, elections, demands, or requests permitted or required to be made under this Instrument or under the Note shall be in writing, signed by the party giving such notice, election, demand or request, and shall be delivered personally, or sent by registered, certified mail, postage prepaid, or by Federal Express or similar nationally recognized overnight delivery service requiring a receipt, to the other party at the address stated above, or to such other party and at such other address within the United States of America as any party may designate in writing as provided herein. The date of receipt of such notice, election, demand or request shall be the earliest of (i) the date of actual receipt, (ii) three (3) Business Days after the date of mailing by registered or certified mail, (iii) one (1) Business Day after the date of sending via overnight delivery by Federal Express, or another similar service requiring a receipt, or (iv) the date of personal delivery (or refusal upon presentation for delivery).

19. SUCCESSORS AND ASSIGNS BOUND; JOINT AND SEVERAL LIABILITY; AGENTS; CAPTIONS. The covenants and agreements herein contained shall bind, and the rights

hereunder shall inure to, the respective heirs, successors and assigns of Mortgagee and Mortgagor, subject to the provisions of Section 17 hereof. Mortgagee may assign, sell, or transfer in whole or in part its interests in the Note, or any of its rights under any of the Loan Documents, whether as part of a securitization transaction or by participation, assignment, sale or other transfer (in each case, a “**Transfer**”) so long as the Mortgagee retains servicing rights in connection with any such Transfer. Upon a Transfer of Mortgagee’s entire right and interest under the Loan Documents, Mortgagee shall automatically be relieved, from and after the date of such assignment, of liability for the performance of any obligation of Mortgagee contained in the Loan Documents. If more than one person or entity is defined as the “**Borrower**” under the Note, whether as individuals, partners, partnerships, limited liability companies, or corporations, each such person or entity shall be jointly and severally liable for Mortgagor’s obligations hereunder. In exercising any rights hereunder or taking any actions provided for herein, Mortgagee may act through its employees, agents or independent contractors as authorized by Mortgagee. The captions and headings of the sections of this Instrument are for convenience only and are not to be used to interpret or define the provisions hereof.

20. WAIVER OF STATUTE OF LIMITATIONS. To the extent permitted by applicable law, Mortgagor hereby waives the right to assert any statute of limitations as a bar to the enforcement of the lien of this Instrument or to any action brought to enforce the Note or any other obligation secured by this Instrument.

21. WAIVER OF MARSHALLING. Notwithstanding the existence of any other security interests in the Property 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 shall be subjected to the remedies provided herein. Mortgagee shall have the right to determine the order in which any or all portions of the Indebtedness secured hereby are satisfied from the proceeds realized upon the exercise of the remedies provided herein. Mortgagor, any party who consents to this Instrument and any party who now or hereafter acquires a security interest in the Property and who has actual or constructive notice hereof hereby waives any and all right to require the marshalling of assets in connection with the exercise of any of the remedies permitted by applicable law or provided herein.

22. HAZARDOUS WASTE. Mortgagee has obtained, and Mortgagor has reviewed and approved, a Phase I Environmental Site Assessment dated December 2, 2022, prepared by AEI Consultants (the “**Report**”). Except as disclosed to Mortgagee in the Report, Mortgagor has received no notification and has no actual knowledge of any kind suggesting that the Property or any adjacent property is or may be contaminated with any hazardous waste or materials or is or may be required to be cleaned up in accordance with any applicable law or regulation; and Mortgagor further represents and warrants that, except as previously disclosed to Mortgagee in writing or in the Report, to its knowledge as of the date hereof, there are no hazardous waste or materials located in, on or under the Property or any adjacent property, or incorporated in any Improvements, nor has the Property or any adjacent property ever been used as a landfill or a waste disposal site, or a manufacturing, handling, storage, distribution or disposal facility for hazardous waste or materials, except for reasonable quantities of ordinary office supplies, cleaning supplies, insecticides, pesticides, and paint used in the normal operation and maintenance of the Property, provided that the same are used, stored, handled, and disposed of in accordance with applicable laws (“**Permitted Substances**”). As used herein, the term “**hazardous waste or materials**” includes any substance or material defined in or designated as hazardous or toxic wastes, hazardous or toxic material, a hazardous, toxic or radioactive substance, or other similar term, by any federal, state or local statute, regulation or ordinance now or hereafter in effect. Mortgagor shall promptly comply in all material respects with all statutes, regulations and ordinances, and with all orders, decrees or judgments of governmental authorities or courts having jurisdiction, relating to the use, collection, treatment, disposal, storage, control, removal or cleanup of hazardous waste or materials in, on or under the Property or incorporated in any Improvements, at Mortgagor’s expense. In the event that Mortgagee at any time has good faith reason to

believe that the Property is not free of all hazardous waste or materials other than Permitted Substances or that Mortgagor has violated any applicable environmental law with respect to the Property, then promptly upon written request by Mortgagee, Mortgagor shall promptly order, diligently pursue obtaining and furnish to Mortgagee, at Mortgagor's sole cost and expense, an environmental audit and inspection of the Property from an expert reasonably satisfactory to Mortgagee. In the event that Mortgagor fails to promptly obtain such audit or inspection, and any applicable cure period has lapsed, Mortgagee or its agents may perform or obtain such audit or inspection at Mortgagor's sole cost and expense. Mortgagee may, but is not obligated to, enter upon the Property (subject to the reasonable rights of tenants under the Leases) and take such actions and incur such costs and expenses to effect such compliance as it deems advisable to protect its interest in the Property; and whether or not Mortgagor has actual knowledge of the existence of hazardous waste or materials on the Property as of the date hereof, Mortgagor shall reimburse Mortgagee as provided in Section 23 below for the full amount of all reasonable, out-of-pocket costs and expenses incurred by Mortgagee prior to Mortgagee acquiring title to the Property through foreclosure or acceptance of a deed in lieu of foreclosure, in connection with such compliance activities. Neither this provision nor any of the other Loan Documents shall operate to put Mortgagee in the position of an owner of the Property prior to any acquisition of the Property by Mortgagee. The rights granted to Mortgagee herein and in the other Loan Documents are granted solely for the protection of Mortgagee's lien and security interest covering the Property, and do not grant to Mortgagee the right to control Mortgagor's actions, decisions or policies regarding hazardous waste or materials.

23. ADVANCES, COSTS AND EXPENSES. Mortgagor shall pay any and all out-of-pocket costs, fees, and expenses of every kind and nature, including Mortgagee's reasonable attorneys' fees (including on appeal), accountants' fees, the cost of title evidence, appraisals, inspections, title reports, title insurance premiums, tax and assessment payments, insurance premiums and the costs of managing and/or selling the Property, incurred or expended at any time by Mortgagee in the collection of the Indebtedness and/or foreclosure on the Note and this Instrument or otherwise incurred in protecting and preserving the lien of this Instrument or in enforcing Mortgagee's rights under this Instrument or under any other instrument evidencing and/or securing the Indebtedness secured hereby, or in enforcing, sustaining, protecting, or defending the lien or priority of this Instrument against any and all persons including, but not limited to, lien claimants or the exercise of the power of eminent domain or other governmental power of any kind. Every such payment made by or on behalf of Mortgagee shall be due and payable by Mortgagor to Mortgagee within ten (10) Business Days following written demand and shall bear interest from the date of disbursement thereof by Mortgagee at the rate per annum then applicable under the Note to sums of principal then outstanding. All such costs and expenses incurred by Mortgagee, and advances made, shall constitute advances under this Instrument to protect the Property and shall be secured by and have the same priority as the lien of this Instrument. If Mortgagor fails to pay any such advances, costs and expenses and interest thereon, and any applicable cure periods have lapsed, Mortgagee may apply any undisbursed loan proceeds to pay the same, and, without foreclosing the lien of this Instrument, may at its option commence an independent action against Mortgagor for the recovery of the costs, expenses and/or advances, with interest, together with costs of suit, costs of title reports and guaranty of title, disbursements of counsel and reasonable attorneys' fees incurred therein or in any appeal therefrom. The obligations of Mortgagor set forth in this Section 23 shall survive the foreclosure of this Instrument (whether by judicial or non-judicial foreclosure) and/or after any judgment is entered on the Note or this Instrument and include any of the foregoing costs, fees and expenses set forth in this Section that arise or accrue after foreclosure of this Instrument or a judgment entered on the Note or this Instrument. If any check delivered by or on behalf of Mortgagor in payment of any monthly installment due on the Indebtedness or any other payment due hereunder shall be returned on account of insufficient funds, or if Mortgagee is unable to debit Mortgagor's account for such payment in accordance with previously agreed automated funds withdrawal mechanism, Mortgagor shall pay a service charge in accordance with Mortgagee's then-current fee schedule. Nothing contained in this Section shall be construed as requiring Mortgagee to advance or spend money for any of the purposes mentioned in this Section.

24. ASSIGNMENT OF LEASES AND RENTS. Mortgagor, for good and valuable consideration, the receipt of which is hereby acknowledged, to secure the Indebtedness, does hereby absolutely and unconditionally grant, bargain, sell, transfer, assign, convey, set over and deliver unto Mortgagee all right, title and interest of Mortgagor in, to and under the Leases of the Property, whether now in existence or hereafter entered into, and all guaranties, amendments, extensions and renewals of said Leases and any of them, and all Rents which may now or hereafter be or become due or owing under the Leases, and any of them, or on account of the use of the Property.

The foregoing assignment is further evidenced and confirmed by an Assignment of Rents, Leases and Revenues (“**Assignment**”) from Mortgagor to Mortgagee of even date herewith. In the case of any conflict between this Section 24 and the Assignment, the provisions of this Instrument shall control.

Mortgagor represents, warrants, covenants and agrees with Mortgagee as follows:

(a) The sole ownership of the entire lessor’s interest in the Leases is vested in Mortgagor, and Mortgagor has not, and shall not, perform any acts or execute any other instruments which might prevent Mortgagee from fully exercising its rights with respect to the Leases under any of the terms, covenants and conditions of this Instrument.

(b) To Mortgagor’s knowledge, there are no defaults against Mortgagor now existing under any of the Leases.

(c) [Intentionally Omitted.]

(d) [Intentionally Omitted.]

(e) Mortgagor will not permit any Lease to become subordinate to any lien other than the lien of this Instrument.

(f) [Intentionally Omitted.]

Upon Mortgagee’s receipt of notice of the occurrence of any default or violation by Mortgagor of any of its obligations under the Leases beyond applicable period for notice and cure, in addition to any other remedies available to Mortgagee under this Section or this Instrument, Mortgagee shall have the immediate right, but not the duty or obligation, without prior written notice to Mortgagor or to any third party (but with due regard for rights of tenants under Leases), to enter upon the Property and to take such actions as Mortgagee may deem necessary to cure the default or violation by Mortgagor under such Lease or Leases. The costs incurred by Mortgagee in taking any such actions pursuant to this paragraph shall become part of the Indebtedness, shall bear interest at the rate provided in the Note, and shall be payable by Mortgagor to Mortgagee within ten (10) Business Days following written demand. Mortgagee shall have no liability to Mortgagor or to any third party for any actions taken by Mortgagee or not taken pursuant to this paragraph, except for Mortgagee’s gross negligence or willful misconduct.

The assignment made hereunder is an absolute, present assignment from Mortgagor to Mortgagee, effective immediately, and is not merely an assignment for security purposes but is irrevocable by Mortgagor so long as the Indebtedness remains outstanding. Notwithstanding the foregoing, until a notice is sent to the Mortgagor in writing that an Event of Default (as defined below) has occurred and is continuing under the terms and conditions of the Note or any instrument constituting security for the Note (which notice is hereafter called a “**Notice**”), Mortgagor is granted a license to receive, collect and enjoy the Rents accruing from the Property.

If an Event of Default exists, and any applicable cure periods shall have expired, Mortgagee may, at its option, after service of a Notice, receive and collect all such Rents as they become due, from the Property. Mortgagee shall thereafter continue to receive and collect all such Rents, until Mortgagee shall

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otherwise agree in writing. All sums received by Mortgagor after service of such Notice shall be deemed received in trust and shall be immediately turned over to Mortgagee.

If Mortgagee shall have sent a Notice and shall be collecting Rents under this Section 24, Mortgagee shall apply the Rents received from Mortgagor's lessees to accrued interest and principal under the Note. If no Event of Default remains uncured, amounts received in excess of the aggregate monthly payment due under the Note shall be remitted to Mortgagor in a timely manner. Nothing contained herein shall be construed to constitute Mortgagee as a mortgagee-in-possession in absence of its physically taking possession of the Property.

Upon receipt from Mortgagee of notice to pay rent directly to Mortgagee after the occurrence and during the continuance of an Event of Default, each tenant is hereby authorized and directed to pay directly to Mortgagee all Rent, and the receipt of rent by Mortgagee shall be a release of such tenant to the extent of all amounts so paid. With respect to such notice, for purposes of complying with applicable law, and for no other purpose, any tenant who receives such a notice shall be permitted to conclude that a default exists under this Instrument regardless of whether an Event of Default actually exists.

Mortgagor hereby irrevocably appoints Mortgagee its true and lawful attorney in fact with power of substitution and with full power for Mortgagee in its own name and capacity or in the name and capacity of Mortgagor, from and after service of Notice, and until Mortgagee waives such Event of Default in writing, to demand, collect, receive and give complete acquittances for any and all Rents accruing from the Property, either in its own name or in the name of Mortgagor or otherwise, which Mortgagee may deem necessary or desirable in order to collect and enforce the payment of the Rents and to demand, collect, receive, endorse, and deposit all checks, drafts, money orders or notes given in payment of such Rents. Such appointment is coupled with an interest and is irrevocable. Mortgagee shall not be liable for or prejudiced by any loss of any note, checks, drafts, etc., unless such loss shall have been found by a court of competent jurisdiction to have been due to the gross negligence or willful misconduct of Mortgagee.

It shall never be necessary for Mortgagee to institute legal proceedings of any kind whatsoever to enforce the provisions of this Section 24. Mortgagor, upon Mortgagee's written request, shall execute, acknowledge and deliver and/or file such further instruments and do such further acts as may be reasonably necessary, desirable or proper to effectuate the intent and purposes of this assignment; provided that none of the foregoing shall increase Mortgagor's obligations under the Loan Documents or decrease Mortgagor's rights under the Loan Documents other than, in each case, to a de minimis extent. For example, only if an Event of Default exists and Mortgagee desires to have the tenant under any particular Lease make payment under such Lease directly to Mortgagee, then, at Mortgagee's written request, Mortgagor shall join with Mortgagee in the execution and delivery of a letter to such tenant notifying such tenant of Mortgagee's interest in such Lease and instructing such tenant to make all future payments under such Lease directly to Mortgagee. Notwithstanding the foregoing, if an Event of Default exists, Mortgagee may make demand on any tenant to make future payments of Rent directly to Mortgagee without the necessity for further consent by Mortgagor.

Mortgagor also hereby irrevocably appoints Mortgagee from and after service of Notice as its true and lawful attorney-in-fact to appear in any state or federal bankruptcy, insolvency, or reorganization proceeding in any state or federal court involving any of the tenants of the Leases. Lessees of the Property are hereby expressly authorized and directed, from and after service of a Notice to pay any and all amounts due Mortgagor pursuant to the Leases to Mortgagee or such nominee as Mortgagee may designate in writing delivered to and received by such lessees who are expressly relieved of any and all duty, liability or obligation to Mortgagor in respect of all payments so made.

If an Event of Default exists, and any applicable cure periods shall have expired, Mortgagee is hereby vested with full power from and after service of a Notice to use all measures, legal and equitable, deemed by it necessary or proper to enforce the assignment granted hereunder and to collect the Rents assigned hereunder, including the right of Mortgagee or its designee, to enter upon the Property, or any part thereof (subject to the rights of tenants under the Leases), and take possession of all or any part of the Property together with all personal property, fixtures, documents, books, records, papers and accounts of Mortgagor relating thereto, all in accordance with applicable laws. Mortgagor hereby grants full power and authority to Mortgagee to exercise all rights, privileges and powers herein granted at any and all times after service of a Notice (until Mortgagee waives in writing such Event of Default), with full power to use and apply all of the Rents and other income herein assigned to the payment of the costs of managing and operating the Property and of any indebtedness or liability of Mortgagor to Mortgagee, including but not limited to the payment of taxes, special assessments, insurance premiums, damage claims, the costs of maintaining, repairing, rebuilding and restoring the Improvements on the Premises or of making the same rentable, reasonable attorneys' fees incurred in connection with the enforcement of the assignment granted hereunder, and the Indebtedness, all in such order as Mortgagee may determine. Mortgagee shall be under no obligation to exercise or prosecute any of the rights or claims assigned to it hereunder or to perform or carry out any of the obligations of the lessor under any of the Leases and does not assume any of the liabilities in connection with or arising or growing out of the covenants and agreements of Mortgagor in the Leases. It is further understood that the assignment granted hereunder shall not operate to place responsibility for the control, care, management or repair of the Property, or parts thereof, upon Mortgagee, nor shall it operate to make Mortgagee liable for the performance of any of the terms and conditions of any of the Leases, or for any waste of the Property by any lessee under any of the Leases or any other person, or for any dangerous or defective condition of the Property or for any negligence in the management, upkeep, repair or control of the Property resulting in loss or injury or death to any lessee, licensee, employee or stranger, unless the same shall have been found by a court of competent jurisdiction to have been due to the gross negligence or willful misconduct of Mortgagee.

Any foreclosure of the liens securing payment of the Indebtedness or performance and discharge of the obligations under this Instrument and/or the other Loan Documents, or the execution of any deed in lieu of any such foreclosure shall, unless otherwise provided in an agreement between the Mortgagee and such tenant, terminate all of the Leases which are junior and inferior to the provisions of this Instrument, unless the person or entity acquiring the Property (or any applicable portion thereof) at such foreclosure sale or deed in lieu of foreclosure elects to continue such Lease by giving written notice thereof to the tenant under the applicable Lease within ninety (90) days after the later to occur of (x) the date of such acquisition or (y) the date on which such person or entity which acquires the Property at such foreclosure sale first has actual knowledge of the existence of any such Lease.

If any provision of this Instrument or any other Loan Document or the application thereof to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, then neither the remainder of the instrument in which such provision is contained nor the application of such provision to other persons or circumstances nor the other instruments referred to herein shall be affected thereby, but rather shall be enforced to the greatest extent permitted by law.

25. [INTENTIONALLY OMITTED.]

26. **DEFAULT.** The following shall each constitute an event of default (each an “**Event of Default**”):

(a) The occurrence of a “**Default**” under and as defined and set forth in the Note.

(b) Failure of Mortgagor within the time required by this Instrument to make any payment for taxes, insurance or for reserves for such payments, any payment necessary to prevent filing of any lien or any other payment required by this Instrument, and such failure shall continue for a period of ten (10) Business Days following notice to Mortgagor that the same is due; provided, however, that such cure period shall not impede or delay Mortgagee's rights to force place insurance as described in Section 5 hereof, nor shall it alter Mortgagor's responsibility for the costs thereof. In the event Mortgagee acquires forced place insurance, Mortgagee shall forbear exercising any additional remedies for such default for a period of thirty (30) days following receipt of Mortgagee's invoice for such insurance to allow Mortgagor to provide the required insurance and pay Mortgagee for the cost of the force place insurance.

(c) Borrower is in default beyond any applicable notice and cure period under any superior lien or encumbrance on the Property that is a Permitted Encumbrance.

(d) The Property is transferred or any agreement to transfer any part or interest in the Property in any manner whatsoever is made or entered into without the prior written consent of Mortgagee, except as specifically allowed under this Instrument or the Note, including without limitation creating or allowing any subordinate liens on the Property; provided that it shall not be an Event of Default if Borrower enters into an agreement that contemplates payment of the Indebtedness in full (or in part, if such agreement contemplates the sale or transfer of a portion of the Property) upon consummation of such agreement.

(e) If any federal, state or local tax lien, or any other lien, encumbrance, mortgage or other security instrument or judgment be filed of record against Mortgagor (including any claim of lien for labor or materials), or the Premises and not be removed by payment or transferred to bond in the manner provided by law within thirty (30) days from the date of recording.

(f) Failure of Mortgagor to observe or perform any other covenant or condition contained herein and such default shall continue for thirty (30) days after written notice is given to Mortgagor specifying the nature of the failure unless a shorter period of time is specified herein, the Note or any other Loan Document; provided, however, if such cure is not reasonable within thirty (30) days, Mortgagor shall have a longer period as is reasonable, not to exceed a total of ninety (90) days, so long as Mortgagor is diligently pursuing such cure.

(g) Mortgagor's abandonment of the Property.

(h) A bona fide claim of priority to this Instrument by title, lien, or otherwise is asserted in any legal, administrative, or equitable proceeding, and said claim remain pending in excess of thirty (30) days, other than Permitted Encumbrances.

(i) Except as expressly permitted under this Instrument or the other Loan Documents, if Mortgagor merges or consolidates with or into any other entity or sells, leases, transfers or otherwise disposes of all or any substantial part of its assets without the prior written approval from Mortgagee.

(j) [Intentionally Omitted.]

27. RIGHTS AND REMEDIES ON DEFAULT.

27.1. Remedies. Upon the occurrence of any Event of Default and at any time thereafter, unless Mortgagee has waived such Event of Default in writing, Mortgagee may exercise any one or more of the following rights and remedies:

(a) Mortgagee may declare all sums secured by this Instrument immediately due and payable, including any prepayment fee due under the Note, which Mortgagor would be required to pay, and this Instrument shall remain in force, and Mortgagee may exercise any right, power or remedy permitted to it by law or by contract.

(b) Mortgagee shall have the right to foreclose this Instrument in accordance with applicable law either through the courts or as set forth in subsection (k) below. The filing of a suit to foreclose this Instrument, either on any matured portion of the Indebtedness or for the entire Indebtedness shall never be considered an election so as to preclude foreclosure by the Mortgagee under the provisions of subsection (k) after dismissal of the suit; nor shall the filing of the necessary notices of foreclosure as provided in subsection (k) preclude the prosecution of a later suit thereon. In the event of foreclosure of any lien or security interest created by this Instrument, Mortgagee may apply such foreclosure proceeds, in Mortgagee's sole discretion, to the debt secured by this Instrument in any order and in any fashion whatsoever; subject, however, to applicable law.

(c) In the event of any foreclosure, to the extent permitted by applicable law, Mortgagee will be entitled to a judgment which will provide that if the foreclosure sale proceeds are insufficient to satisfy the judgment, execution may issue for any amount by which the unpaid balance of the Indebtedness exceeds the net sale proceeds payable to Mortgagee.

(d) With respect to all or any part of the Property that constitutes personal property (the "**Personal Property**"), Mortgagee shall have all rights and remedies of secured party under the Uniform Commercial Code. When all time periods then legally mandated have expired, and after such notice of sale as may then be legally required has been given, Mortgagee may sell the Personal Property at a public sale to be held at the time and place specified in the notice of sale. It shall be deemed commercially reasonable for the Mortgagee to dispose of the Personal Property without giving any warranties as to the Personal Property and specially disclaiming all disposition warranties. Mortgagee may, to the extent permitted in Section 9-604 of the Uniform Commercial Code, choose to dispose of some or all of the Property, in any combination consisting of both personal property and real property, in one sale to be held in accordance with the law and procedures applicable to real property, as permitted by Article 9 of the Uniform Commercial Code, as amended or recodified from time to time, in effect in the State of Alabama. Mortgagor agrees that such a sale of personal property together with real property constitutes a commercially reasonable sale of the Personal Property.

(e) To the extent permitted by, and in accordance with, applicable law, Mortgagee shall have the right to have a receiver appointed to take possession of any or all of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, to make all necessary and needed repairs, to complete the construction of any improvements which has been undertaken but not completed, to pay all taxes and assessments against the Property and insurance premiums for insurance thereon, to collect all the Rents from the Property and apply the proceeds, over and above cost of the receivership, against the sums due under this Instrument, and to exercise all of the rights with respect to the Property described in Section 24 above. All such expenses shall be included in the definition of Indebtedness and shall be secured by the lien of this Instrument until paid. The receiver may serve without bond if permitted by law. To the extent permitted by law, Mortgagee's right to the appointment of a receiver shall exist whether or not apparent value of the Property exceeds the sums due under this Instrument by a substantial amount. Employment by Mortgagee shall not disqualify a person from serving as a receiver. Mortgagor

hereby specifically waives the right to object to the appointment of a receiver and hereby expressly consents that the appointment shall be made as an admitted equity and as a matter of absolute right of Mortgagee. The receivership shall, at the option of Mortgagee, continue until full payment of the Note and all other Indebtedness, or until title to the Property shall have passed by foreclosure sale under this Instrument, or until the Property are otherwise sold as permitted herein. If permitted by applicable law, Mortgagee and its agents shall have the rights of the receiver set forth in this subsection. If necessary to obtain the possession provided for above, Mortgagee may invoke any and all legal remedies to dispossess Mortgagor, including specifically one or more actions for forcible entry and detainer, trespass to try title, and restitution.

(f) In the event 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 upon default of Mortgagor, Mortgagor shall become a tenant at will of Mortgagee or the purchaser of the Property and shall pay a reasonable rental for use of the Property while in Mortgagor's possession.

(g) Mortgagee may cure any breach or Event of Default of Mortgagor, and if it chooses to do so in connection with any such cure, Mortgagee may also enter the Property (subject to the rights of tenants under the Leases) and/or do any and all other things which it may in its sole discretion consider necessary and appropriate to protect the security of this Instrument. Such other things may include: appearing in and/or defending any action or proceeding which purports to affect the security of, or the rights or powers of Mortgagee under, this Instrument; paying, purchasing, contesting or compromising any encumbrance, charge, lien or claim of lien which in Mortgagee's sole judgment is or may be senior in priority to this Instrument, such judgment of Mortgagee to be conclusive as among the parties to this Instrument; obtaining insurance and/or paying any premiums or charges for insurance required to be carried under this Instrument; otherwise caring for and protecting any and all of the Property; and/or employing counsel, accountants, contractors and other appropriate persons to assist Mortgagee. All such expenses shall be included in the definition of Indebtedness and shall be secured by the lien of this Instrument until paid. Mortgagee may take any of the actions permitted hereunder either with or without giving notice to any person. Mortgagee may apply the proceeds from such sale, in Mortgagee's sole discretion, to the Indebtedness in any order and in any fashion whatsoever.

(h) Mortgagee may bring an action in any court of competent jurisdiction to foreclose this Instrument or to obtain specific enforcement of any of the covenants or agreements of this Instrument.

(i) Mortgagee shall have any other right or remedy provided in this Instrument, the Note, or any other Loan Document or instrument delivered by Mortgagor in connection therewith, or available at law, in equity or otherwise.

(j) Mortgagee shall have all the rights and remedies set forth in Sections 23, 24 and 25.

(k) 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 (but if no newspaper is published in any such county, the notice shall be published in a newspaper published in an adjoining county for three successive weeks), 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 subsection (k) shall apply with respect to Mortgagee's enforcement of rights or interests in personal property which constitutes Property hereunder.

27.2. Sale of the Property. In exercising its rights and remedies, Mortgagee may, at Mortgagee's sole discretion, cause all or any part of the Property to be sold as a whole or in parcels in accordance with Section 27.1(k), and certain portions of the Property may be sold without selling other portions. Mortgagee shall have the right to become the purchaser at any foreclosure sale, and any Mortgagee purchasing at any such sale shall have the right to credit upon the amount of the bid made therefor, to the extent necessary to satisfy such bid, the indebtedness secured hereby (or a part thereof) owing to such Mortgagee, or if such Mortgagee holds less than all of said indebtedness the pro rata part thereof owing to such Mortgagee, accounting to all other Mortgagees not joining in such bid in cash for the portion of such bid or bids apportionable to such non-bidding Mortgage or Mortgagees.

27.3. Notice of Sale. Mortgagee shall give Mortgagor reasonable notice of the time and place of any public sale of any personal property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given in accordance with applicable law, including notices given in the manner and at the times required for notices in a nonjudicial foreclosure.

27.4. Waiver; Election of Remedies. A waiver by either party of a breach of a provision of this Instrument shall not constitute a waiver of or prejudice the party's right otherwise to demand strict compliance with that provision or any other provision. Election by Mortgagee to pursue any remedy shall not exclude pursuit of any other remedy, and all remedies of Mortgagee under this Instrument are cumulative and not exclusive. An election to make expenditures or take action to perform an obligation of Mortgagor shall not affect Mortgagee's right to declare a default and exercise its remedies under this Instrument. Mortgagee shall have the right on one or more occasions to institute one or more actions or proceedings at law or in equity to enforce the rights and remedies of Mortgagee under this Instrument. In case the Mortgagee shall have proceeded to enforce any right or remedy under this Instrument by foreclosure, entry or otherwise, and such proceedings shall have been discontinued or abandoned for any reason, or shall have been determined adversely to the Mortgagee, then and in every such case the Mortgagor and the Mortgagee shall be restored to their former positions and rights hereunder, and all rights, powers and remedies of the Mortgagor shall continue as if no such proceeding had been taken.

27.5 Indemnification. In connection with any action taken by the Mortgagee pursuant to this Section 27, the Mortgagee shall not be liable for any loss sustained by Mortgagor, resulting from any failure to let the Property, or any part thereof, or from any other act or omission of the Mortgagee in managing the Property unless such loss is caused by the gross negligence, willful misconduct and bad faith of the Mortgagee, nor shall the Mortgagee be obligated to perform or discharge any obligation, duty or liability under any lease agreement covering the Property or any part thereof or under or by reason of this instrument or the exercise of rights or remedies hereunder. Mortgagor shall and does hereby agree to indemnify the Mortgagee for, and to hold the Mortgagee harmless from, any and all liability, loss or damage which may or might be incurred by the Mortgagee under any such lease agreement or under or by reason of this Instrument or the exercise of rights or remedies hereunder and from any and all claims and demands whatsoever which may be asserted against the Mortgagee by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in any such lease agreement. Should the Mortgagee incur any such liability, the amount thereof, including costs, expenses and reasonable attorney's fees, shall be secured hereby and Mortgagor shall reimburse the Mortgagee therefor within ten (10) Business Days following written demand. Nothing in this Section 27.5 shall impose any duty, obligation or responsibility upon the Mortgagee for the control, care, management

or repair of the Property, or for carrying out of any of the terms and conditions of any such lease agreement; nor shall it operate to make the Mortgagee responsible or liable for any waste committed on the Property by the tenants or by any other parties or for any dangerous or defective condition of the Property, or for any negligence in the management, upkeep, repair or control of the Property resulting in loss or injury or death to any tenant, licensee, employee or stranger. Mortgagor hereby assents to, ratifies and confirms any and all actions of the Mortgagee with respect to the Property taken under this Section 27. **THE INDEMNITY AND RELEASE BY MORTGAGOR IN THIS SECTION 27.5 COVER MORTGAGEE'S NEGLIGENCE, BUT NOT GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR BAD FAITH.** Notwithstanding anything to the contrary herein, Mortgagor shall not indemnify and hold Mortgagee harmless from and against any liability, loss or damage arising from Mortgagee's gross negligence, willful misconduct or bad faith.

27.6. Foreclosure Without Maturing Entire Note. If an Event of Default exists, Mortgagee shall have the option to proceed with foreclosure of the liens and security interests evidenced hereby in satisfaction of the indebtedness secured hereby either through the courts or by proceeding as if under a full foreclosure, conducting the sale as herein provided; all without declaring the entire of said indebtedness due, and provided that if sale of the Property is made because of default in the payment of a part of said indebtedness, such sale may be made subject to the unmatured part of said indebtedness; and such sale, if so made, shall not in any manner affect the unmatured part of the said indebtedness, but as to such unmatured part this Instrument shall remain in full force and effect just as though no sale had been made. Several sales may be made hereunder without exhausting the right of sale for any unmatured part of the indebtedness secured hereby. It is the purpose hereof to provide for a foreclosure and sale of the Property for any matured portion of the indebtedness secured hereby without exhausting the power to foreclose and to sell the Property for any other part of said indebtedness whether matured at the time or subsequently maturing.

27.7. Occupancy After Foreclosure. In the event there is a foreclosure sale hereunder and at the time of such sale Mortgagor or Mortgagor's representatives, successors or assigns or any other persons claiming any interest in the Property by, through or under Mortgagor are occupying or using the Property or any part thereof, each and all shall, at the option of the Mortgagee or the purchaser at such sale, as the case may be, immediately become the tenant of the purchaser at such sale, which tenancy shall be a tenancy from day-to-day, terminable at the will of either landlord or tenant, at a reasonable rental per day based upon the value of the Property occupied, such rental to be due daily to purchaser. In the event the tenant fails to surrender possession of said property upon the exercise of such option, the purchaser shall be entitled to institute and maintain an action for forcible entry and detainer of said property in the Justice of the Peace Court in the Justice Precinct in which the Property, or any part thereof, is situated.

27.8. Judicial Foreclosure. Upon the occurrence and during the continuance of an Event of Default may be foreclosed as to any of the Property in any manner permitted by the laws of the State of Alabama or of any other state in which any part of the Property is situated. In the event a foreclosure hereunder shall be commenced, the Mortgagee may at any time before the sale of the Property abandon the sale, and may then institute suit for the collection of said indebtedness and the other secured indebtedness, and for the foreclosure of this Instrument. It is agreed that if the Mortgagee should institute a suit for the collection of the said indebtedness or any other secured indebtedness, and for the foreclosure of this Instrument, the Mortgagee may at any time before the entry of a final judgment in said suit dismiss the same, and sell the Property in accordance with the provisions of this Instrument.

27.9 [Intentionally Omitted.]

28. SATISFACTION OF INSTRUMENT. Upon payment of all sums secured by this Instrument, Mortgagee shall execute a satisfaction or cancellation of this Instrument, at Mortgagor's cost,

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and shall surrender this Instrument and all notes evidencing Indebtedness secured by this Instrument to the person or persons legally entitled thereto. Such person or persons shall pay Mortgagee's costs incurred in connection with satisfaction or cancellation of this Instrument.

29. FUTURE ADVANCES. Upon request of Mortgagor or Borrower, Mortgagee, at Mortgagee's option so long as this Instrument secures Indebtedness held by Mortgagee, may make Future Advances to Mortgagor and/or Borrower. Such Future Advances, with interest thereon, shall be secured by this Instrument with and have the same priority as the original indebtedness secured hereby and be subject to all terms and provisions of this Instrument, whether or not such additional loan or advance is evidenced by a promissory note of the Borrower and whether or not identified by a recital that it is secured by this Instrument. Notwithstanding the foregoing, it is understood and agreed that this Section shall not be construed to obligate Mortgagee to make any such additional loans or advances.

30. USE OF PROPERTY. The Property is not currently used for agricultural, farming, timber or grazing purposes. Mortgagor warrants that this Instrument is and will at all times constitute a commercial mortgage, as defined under appropriate state law.

31. IMPOSITION OF TAX BY STATE.

31.1. State Taxes Covered. The following constitute state taxes to which this Section applies:

- (a) A specific tax upon mortgages or deeds of trust or upon all or any part of the indebtedness secured by a mortgage or deed of trust.
- (b) A specific tax on a Mortgagor which the taxpayer is authorized or required to deduct from payments on the indebtedness secured by a mortgage.
- (c) A tax on a mortgage chargeable against the Mortgagee or mortgagee or the holder of the note secured thereby.
- (d) A specific tax on all or any portion of the indebtedness or on payments of principal and interest made by a Mortgagor.

31.2. Remedies. If any state tax to which this Section applies is enacted subsequent to the date of this Instrument, this shall have the same effect as an Event of Default, and Mortgagee may exercise any or all of the remedies available to it unless the following conditions are met:

- (a) Mortgagor may lawfully pay the tax or charge imposed by state tax, and
- (b) Mortgagor pays the tax or charge within thirty (30) days after notice from Mortgagee that the tax has been levied.

Notwithstanding the foregoing, if for any reason payment by Mortgagor of any such new or additional taxes would be unlawful or if the payment thereof would constitute usury or render the indebtedness secured hereby wholly or partially usurious under any of the terms or provisions of the Note or this Instrument, or otherwise, Mortgagee may, at its option, by written notice of not less than one hundred and twenty (120) days, declare all Indebtedness, together with all accrued interest thereon, to be immediately due and payable, or Mortgagee may, at its option, pay the amount or portion of such taxes which renders said indebtedness unlawful or usurious, in which event, Mortgagor shall concurrently herewith pay the remaining lawful and non-usurious portion or balance of said taxes.

32. ATTORNEYS' FEES. In the event suit or action is instituted to enforce or interpret any of the terms of this Instrument (including without limitation efforts to modify or vacate any automatic stay or injunction), the prevailing party shall be entitled to recover all expenses reasonably incurred at, before and after trial and on appeal whether or not taxable as costs, or in any bankruptcy proceeding including,

without limitation, reasonable attorneys' fees, witness fees (expert and otherwise), deposition costs, copying charges and other expenses. Whether or not any court action is involved, all reasonable expenses, including but not limited to the costs of searching records, obtaining title reports, surveyor reports, and title insurance, incurred by Mortgagee that are necessary at any time in Mortgagee's reasonable opinion for the protection of its interest or enforcement of its rights shall become a part of the Indebtedness payable within ten (10) Business Days following written demand and shall bear interest from the date of expenditure until repaid at the interest rate as provided in the Note.

33. GOVERNING LAW; SEVERABILITY; PARTIAL INVALIDITY. **THIS INSTRUMENT SHALL BE GOVERNED BY THE LAW OF THE STATE OF ALABAMA APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED THEREIN (EXCLUDING CHOICE-OF-LAW PRINCIPLES).** In the event that any provision or clause of this Instrument conflicts with applicable law, such conflict shall not affect other provisions of this Instrument which can be given effect without the conflicting provision, and to this end the provisions of this Instrument are declared to be severable. If the lien of this Instrument is invalid or unenforceable as to any part of the Note or the Indebtedness, or if the lien is invalid or unenforceable as to any part of the Property, the unsecured or partially unsecured portion of the Note or Indebtedness shall be completely paid prior to the payment of the remaining and secured or partially secured portion of the Note or Indebtedness, and payments made on the Note or Indebtedness, whether voluntary or under foreclosure or other enforcement action or procedure, shall be considered to have been first paid on and applied to the full payment of that portion of the Note or Indebtedness which is not secured or fully secured by the lien of this Instrument.

34. TIME OF ESSENCE. Time is of the essence of this Instrument.

35. CHANGES IN WRITING. This Instrument and any of its terms may only be changed, waived, discharged or terminated by an instrument in writing signed by the party against which enforcement of the change, waiver, discharge or termination is sought. Any agreement subsequently made by Mortgagor or Mortgagee relating to this Instrument shall be superior to the rights of the holder of any intervening lien or encumbrance.

36. DEFENSE OF ACTIONS BY MORTGAGOR. Mortgagor shall, at its own cost and expense, defend, indemnify and hold Mortgagee and the lien of this Instrument harmless from any action, proceeding or claim affecting the Property or affecting the Indebtedness. If Mortgagor neglects or refuses to carry out the covenants contained in this Section, Mortgagee, at its option, may afford such defense and pay reasonable attorneys' fees, costs and expenses incurred in any such defense at trial or appellate or in private settlement proceedings. All such payments, plus interest thereon from the time of payment at the rate applicable under the Note upon sums outstanding thereunder after maturity shall be deemed a part of the Indebtedness and shall be due and payable by Mortgagor to Mortgagee within ten (10) Business Days following written demand.

37. ACTION ON NOTE. Mortgagee shall be entitled to sue and recover judgment upon the Note either before, after, or during the pendency of any proceeding for the enforcement of this Instrument. Mortgagor agrees that no recovery of a judgment upon the Note, and no attachment or levy of any execution upon any such judgment upon any of the Property, shall in any manner, or to any extent, affect the lien of this Instrument or any of the rights, powers, or remedies of Mortgagee hereunder.

38. NO OFFSET. Mortgagor's obligation to make payments and perform all obligations, covenants and warranties under this Instrument and under the Note shall be absolute and unconditional and shall not be affected by any circumstance, including without limitation any setoff, counterclaim, abatement, suspension, recoupment, deduction, defense or other right that Mortgagor or any guarantor may have or claim against Mortgagee or any entity participating in making the loan secured hereby. The foregoing

provisions of this Section, however, do not constitute a waiver of any claim or demand which Mortgagor or any guarantor may have in damages or otherwise against Mortgagee or any other person, or preclude Mortgagor from maintaining a separate action thereon; provided, however, that Mortgagor waives any right it may have at law or in equity to consolidate such separate action with any action or proceeding brought by Mortgagee.

39. **JURY TRIAL WAIVER.** TO THE EXTENT, IF ANY, PERMITTED BY APPLICABLE LAW, MORTGAGOR AND MORTGAGEE HEREBY KNOWINGLY, VOLUNTARILY AND INTELLIGENTLY WAIVE ANY AND ALL RIGHTS THAT EACH PARTY TO THIS INSTRUMENT MAY NOW OR HEREAFTER HAVE UNDER THE LAWS OF THE UNITED STATES OF AMERICA OR THE STATE IN WHICH THE PROPERTY IS LOCATED, TO A TRIAL BY JURY OF ANY AND ALL ISSUES ARISING DIRECTLY OR INDIRECTLY IN ANY ACTION OR PROCEEDING RELATING TO THIS INSTRUMENT, THE LOAN DOCUMENTS OR ANY TRANSACTIONS CONTEMPLATED THEREBY OR RELATED THERETO. IT IS INTENDED THAT THIS WAIVER SHALL APPLY TO ANY AND ALL DEFENSES, RIGHTS, CLAIMS AND/OR COUNTERCLAIMS IN ANY SUCH ACTION OR PROCEEDING. MORTGAGOR UNDERSTANDS THAT THIS WAIVER IS A WAIVER OF A CONSTITUTIONAL SAFEGUARD, AND EACH PARTY INDIVIDUALLY BELIEVES THAT THERE ARE SUFFICIENT ALTERNATE PROCEDURAL AND SUBSTANTIVE SAFEGUARDS, INCLUDING, A TRIAL BY AN IMPARTIAL JUDGE, THAT ADEQUATELY OFFSET THE WAIVER CONTAINED HEREIN.

40. **MAXIMUM INTEREST CHARGES.** In accordance with applicable provisions of the Note, Mortgagor and Mortgagee intend to comply with the applicable law governing the highest lawful rate and the maximum amount of interest payable on or in connection with the Loan. Such provisions of the Note shall be controlling with respect to all Loan Documents between Mortgagor and Mortgagee in order to ensure compliance with applicable laws. By execution of this Instrument, Mortgagor acknowledges that it believes the Loan to be nonusurious and agrees that if, at any time, Mortgagor should have reason to believe that the Loan is in fact usurious, it will give Mortgagee written notice of its belief and the reasons why Mortgagor believes the Loan to be usurious, and Mortgagor agrees that Mortgagee shall have ninety (90) days following its receipt of such written notice in which to make appropriate refund or other adjustment in order to correct such condition if it in fact exists.

41. **INFORMATION SHARING.** Mortgagor and each of Mortgagor's affiliates hereby authorize Mortgagee to disclose information about the Property, Mortgagor or Mortgagor's affiliates that Mortgagee may at any time possess to any subsidiary or affiliate of Mortgagee, whether such information was supplied by Mortgagor to Mortgagee or otherwise obtained by Mortgagee.

42. **APPRAISAL.** If at any time Mortgagee shall determine in good faith that an appraisal of the Property is required as a result of (a) any law, regulation or guideline or any change or interpretation thereof; (b) the Federal Reserve, the Federal Deposit Insurance Corporation or any central bank or other fiscal, monetary or other governmental authority having jurisdiction over Mortgagee or the activities of Mortgagee requesting, directing or imposing a condition upon Mortgagee (whether or not such request, direction or condition shall have the force of law); or (c) Mortgagee, in its reasonable discretion deems an appraisal appropriate or necessary, then Mortgagee may require that Mortgagor provide such appraisal at Mortgagor's sole cost and expense within forty-five (45) days after Mortgagee's written request, prepared by a state certified appraiser in compliance with the Financial Institutions Reform Recovery and Enforcement Act of 1989, as amended; provided that, in connection with clause (c) above, Mortgagor shall not be required to provide such appraisal more frequently than one time in any 24-month period unless an Event of Default exists.

43. WAIVER OF APPRAISAL, HOMESTEAD, REDEMPTION, ETC. To the full extent Mortgagor may do so, Mortgagor agrees that Mortgagor will not at any time insist upon, plead, claim or take the benefit or advantage of any law now or hereafter in force providing for any appraisement, appointment, valuation, stay, extension or redemption, and Mortgagor, for Mortgagor and Mortgagor's representatives, successors and assigns, and for any and all persons ever claiming any interest in the Property, to the extent permitted by law, hereby waives and releases all rights of redemption, valuation, appraisement, stay of execution, notice of intention to mature or declare due the whole or any part of the indebtedness secured hereby, notice of election to mature or declare due the whole or any part of said indebtedness and all rights to a marshaling of the assets of Mortgagor, including the Property, or to a sale in inverse order of alienation in the event of foreclosure of the liens and security interests hereby created. Mortgagor shall not have or assert any right under any statute or rule of law pertaining to the marshaling of assets, sale in inverse order of alienation, the exemption of homestead, the administration of estates of decedents or other matters whatever to defeat, reduce or affect the right of the Mortgagee under the terms of this Instrument to a sale of the Property for the collection of the indebtedness secured hereby without any prior or different resort for collection, or the right of the Mortgagee under the terms of this Instrument to the payment of such indebtedness out of the proceeds of sale of the Property in preference to every other claimant whatever. If any law referred to in this paragraph and now in force, of which Mortgagor or Mortgagor's representatives, successors and assigns and such other persons claiming any interest in the Property might take advantage despite this paragraph, shall hereafter be repealed or cease to be in force, such law shall not thereafter be deemed to preclude the application of this paragraph.

44. MORTGAGOR'S FUNDS. Mortgagor represents, warrants and covenants to Mortgagee that:

(a) It has taken, and shall continue to take until after the Loan is fully repaid, such measures as are required by law to verify that the funds invested in the Mortgagor are derived (i) from transactions that do not violate U.S. law nor, to the extent such funds originate outside the United States, do not violate the laws of the jurisdiction in which they originated; and (ii) from permissible sources under U.S. law and to the extent such funds originate outside the United States, under the laws of the jurisdiction in which they originated.

(b) To the best of Mortgagor's knowledge, neither Mortgagor, nor any holder of a direct interest in Mortgagor, nor any person providing funds to Mortgagor (i) is under investigation by any governmental authority for, or has been charged with, or convicted of, money laundering, drug trafficking, terrorist related activities, any crimes which in the United States would be predicate crimes to money laundering, or any violation of any Anti-Money Laundering Laws; (ii) has been assessed civil or criminal penalties under any Anti-Money Laundering Laws; and (iii) has had any of its/his/her funds seized or forfeited in any action under any Anti-Money Laundering Laws.

(c) Mortgagor shall make payments on the Loan solely from funds invested in Mortgagor, operating revenues or insurance proceeds unless otherwise agreed to by Mortgagee.

(d) To the best of Mortgagor's knowledge, as of the date hereof and at all times during the term of the Loan, all operating revenues are and will be derived from lawful business activities of Property tenants or other permissible sources under U.S. law.

(e) On the Maturity Date (as defined in the Note), Mortgagor will take reasonable steps to verify that funds used to repay the Loan in full (whether in connection with a refinancing, asset sale or otherwise) are from sources permissible under U.S. law and to the extent such funds

originate outside the United States, permissible under the laws of the jurisdiction in which they originated.

45. COMPLIANCE WITH ANTI-TERRORISM AND ANTI-MONEY LAUNDERING LAWS. Mortgagor represents, warrants, covenants and agrees, as of the date of this Instrument and continuing so long as the Indebtedness shall remain outstanding, that:

(a) It is and at all times shall be in compliance with the Office of Foreign Assets Control sanctions and regulations promulgated under the authority granted by the Trading with the Enemy Act (“TWEA”), 50 U.S.C. App. Section 1, *et seq.*, and the International Emergency Economic Powers Act (“IEEPA”), 50 U.S.C. Section 1701, *et seq.*, as the TWEA and the IEEPA may apply to Mortgagor’s activities;

(b) It is and at all times shall be in compliance with the Patriot Act and all rules and regulations promulgated under the Patriot Act applicable to Mortgagor; and

(c) It (i) is not now, nor has ever been under investigation by any governmental authority for, nor has been charged with or convicted for a crime under, 18 U.S.C. Sections 1956 or 1957 or any predicate offense thereunder, or a violation of the Bank Secrecy Act; (ii) has never been assessed a civil penalty under any anti-money laundering laws or predicate offenses thereunder; (iii) has not had any of its funds seized, frozen or forfeited in any action relating to any anti-money laundering laws or predicate offenses thereunder; (iv) has taken such steps and implemented such policies as are reasonably necessary to ensure that Mortgagor is not promoting, facilitating or otherwise furthering, intentionally or unintentionally, the transfer, deposit or withdrawal of criminally-derived property, or of money or monetary instruments which are (or which Mortgagor suspects or has reason to believe are) the proceeds of any illegal activity or which are intended to be used to promote or further any illegal activity; and (v) has taken such steps and implemented such policies as are reasonably necessary to ensure that Mortgagor is in compliance with all laws and regulations applicable to its business for the prevention of money laundering and with anti-terrorism laws and regulations, with respect both to the source of funds from its investors and from its operations, and that such steps include the development and implementation of an anti-money laundering compliance program within the meaning of Section 352 of the Patriot Act, to the extent Mortgagor is required to develop such a programs under the rules and regulations promulgated pursuant to Section 352 of the Patriot Act.

46. [Intentionally Omitted.]

47. [Intentionally Omitted.]

48. RENEWAL AND EXTENSION. Mortgagee, without notice, may release any part of the Property, or any person liable on the indebtedness secured hereby, without in any way affecting the lien hereof upon any portion of the Property not expressly released, and may agree with any party obligated on said indebtedness, or having any interest in the Property, to renew and extend the time or manner of payment of all or any part of said indebtedness. Such agreement shall not in any way release or impair the lien hereof, but shall renew and extend the lien hereof against the Property without altering or affecting the priority of the lien created by this Instrument in favor of any junior encumbrancer, mortgagee or purchaser, or any person acquiring an interest in the Property, and this Instrument shall remain first and superior to any liens that may be placed thereon, or that may be fixed, given or imposed by law thereon after the execution of this Instrument notwithstanding any such extension of the time of payment, or the release of a portion of said property from this lien.

49. [Intentionally Omitted.]

50. TERMINOLOGY. Wherever used in this document, unless the context clearly indicates a contrary intent or unless otherwise specifically provided herein, the word "Instrument" shall mean this Mortgage, Security Agreement, Assignment of Leases and Rents, Financing Statement and Fixture Filing and any supplement or supplements hereto, the word "Mortgagor" shall mean Mortgagor and its successors and assigns, and/or any subsequent owner or owners of the Property, the word "Mortgagee" shall mean Mortgagee or any subsequent lawful holder or holders of the Note or other Indebtedness secured hereby, the word "Note" shall mean the Note and any modification, renewals, extensions and rearrangements thereof, the word "Person" shall mean an individual, corporation, trust, partnership or unincorporated association, and the pronouns of any gender shall include the other genders, and either the singular or plural shall include the other.

51. INTEREST NOT TO EXCEED MAXIMUM ALLOWED BY LAW. The parties hereto shall in no event be deemed to have contracted for a greater rate of interest than the maximum rate permitted by law. Should a greater amount be collected, it shall be construed as a mutual mistake of the parties and the excess shall be returned to the party paying same.

52. SUBROGATION. It is agreed that the lien hereby created shall take precedence over and be a prior lien to any other lien of any character whether vendor's, materialman's or mechanic's lien hereafter created on the Property, and in the event the proceeds of the Note are used to acquire or to pay off and satisfy any indebtedness and liens heretofore existing on the Property, then the Mortgagee is, and shall be, subrogated to all of the rights, liens and remedies of the holders of the indebtedness and liens so acquired or paid off, regardless of whether said indebtedness and liens are acquired by the Mortgagee by assignment or are released by the holders thereof upon payment.

53. WAIVER OF NOTICE. Mortgagor shall not be entitled to any notices of any nature whatsoever from Mortgagee except with respect to matters for which this Instrument or the other Loan Documents specifically and expressly provides for the giving of notice by Mortgagee to Mortgagor and except with respect to matters for which Mortgagee is required by applicable law to give notice, and, to the extent not prohibited by applicable law, Mortgagor hereby expressly waives the right to receive any notice from Mortgagee with respect to any matter for which this Instrument or the other Loan Documents does not specifically and expressly provide for the giving of notice by Mortgagee to Mortgagor.

54. [Intentionally Omitted.]

55. NO PARTNERSHIP. That notwithstanding anything to the contrary contained herein or otherwise (a) the relationship between Mortgagor and Mortgagee hereunder and otherwise shall be deemed, construed and treated by Mortgagor and Mortgagee for all purposes to be solely that of debtor/creditor; (b) the various consent, approval and other rights afforded to Mortgagee under this Instrument have been granted and designed solely to protect the value of the Property and to assure Mortgagor's payment of the Indebtedness and all of such rights are customarily granted to lenders in secured lending transactions; (c) Mortgagor and Mortgagee hereby expressly disclaim any sharing of liabilities, losses, costs or expenses with respect to the ownership or operation of all or any portion of the Property, or otherwise; and (d) the terms contained herein are not intended by Mortgagor and Mortgagee and shall not for any purpose be deemed, construed or treated by Mortgagor and Mortgagee so as (i) to create a partnership or joint venture between Mortgagee and Mortgagor or between Mortgagee and any other party, or (ii) to cause Mortgagee to be or become liable in any way for the debts and obligations of Mortgagor (including any losses attributable to Mortgagor's operation of the Property) or any other party.

56. INDEMNITY. IT IS THE EXPRESS INTENTION OF MORTGAGOR, AND MORTGAGOR HEREBY AGREES THAT, THE INDEMNITIES SET FORTH IN THIS INSTRUMENT AND THE OTHER LOAN DOCUMENTS WILL APPLY TO AND FULLY PROTECT EACH INDEMNIFIED PARTY EVEN THOUGH ANY CLAIMS, DEMANDS, LIABILITIES, LOSSES, DAMAGES, CAUSES OF ACTION, JUDGMENTS, PENALTIES, COSTS AND EXPENSES (INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEYS' FEES) THEN THE SUBJECT OF INDEMNIFICATION MAY HAVE BEEN CAUSED BY, ARISE OUT OF, OR ARE OTHERWISE ATTRIBUTABLE TO, DIRECTLY OR INDIRECTLY, THE NEGLIGENCE IN WHOLE OR IN PART OF SUCH INDEMNIFIED PARTY AND/OR ANY OTHER PARTY; PROVIDED, HOWEVER, THAT MORTGAGOR SHALL NOT HAVE ANY OBLIGATION TO INDEMNIFY MORTGAGEE TO THE EXTENT THAT IT IS FINALLY JUDICIALLY DETERMINED THAT THE SUBJECT OF INDEMNIFICATION AROSE FROM THE GROSS NEGLIGENCE, ILLEGAL ACTS, FRAUD OR WILLFUL MISCONDUCT OF MORTGAGEE. MORTGAGOR HEREBY ACKNOWLEDGES AND AGREES THAT THIS INSTRUMENT CONTAINS CERTAIN INDEMNIFICATION PROVISIONS WHICH, IN CERTAIN CIRCUMSTANCES, COULD INCLUDE AN INDEMNIFICATION BY MORTGAGOR OF MORTGAGEE FROM CLAIMS OR LOSSES ARISING AS A RESULT OF MORTGAGEE'S OWN NEGLIGENCE.

57. INCORPORATION BY REFERENCE. The terms, covenants and provisions of the Note and the other Loan Documents have been incorporated into this Instrument by this reference. All persons from time to time having an interest in all or any portion of the Property are hereby placed on notice of all of the terms, covenants and provisions of the instruments incorporated herein and that copies of same may be obtained by those having an appropriate interest in the Property or any portion thereof upon written request to the Mortgagee at the address set forth on the first page of this Instrument. Any such request shall include the name and address of the requesting party and also contain a brief explanation of the nature and reason for such request.

58. CONFLICTS WITH MASTER MORTGAGE. Borrower, including Mortgagor, have executed a certain Master Mortgage, Security Agreement, Assignment of Leases and Rents, Financing Statement and Fixture Filing, which encumbers, among other property, the Property (the "**Master Mortgage**"). To the extent any provisions of this Instrument conflicts with the Master Mortgage, this Instrument shall control.

IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS INSTRUMENT SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. NO OTHER TERMS OR ORAL PROMISES NOT CONTAINED IN THIS WRITTEN CONTRACT MAY BE LEGALLY ENFORCED. YOU MAY CHANGE THE TERMS OF THIS AGREEMENT ONLY BY ANOTHER WRITTEN AGREEMENT.

[Remainder of page intentionally left blank; signature pages to follow.]

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IN WITNESS WHEREOF, Mortgagor has executed this Instrument under seal as of the day and year first written above.

MORTGAGOR:

POH-AKF3 RIVERCHASE, LLC,
a Delaware limited liability company


By:  (SEAL)
Name: Nicholas Rahman
Title: Vice President

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

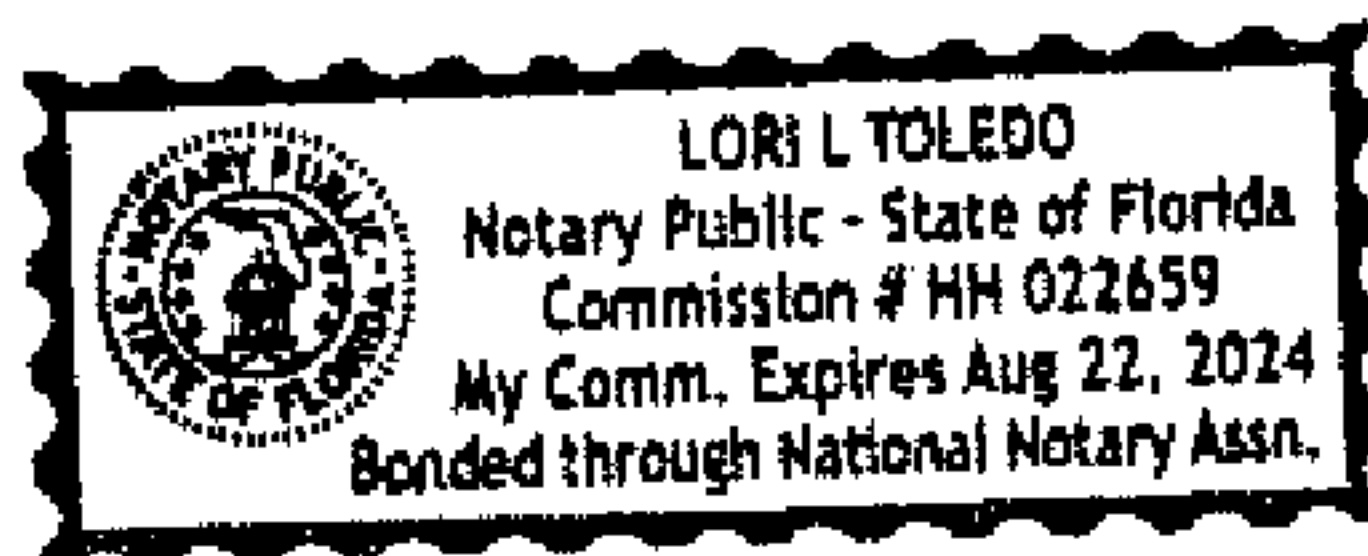
I, Lori L Toledo, a Notary Public in and for said County in said State, hereby certify that Nicholas Rahman, whose name as Vice President of **POH-AKF3 RIVERCHASE, LLC**, a Delaware limited liability company, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal this the 13 day of January, 2023.


Notary Public

[NOTARIAL SEAL]

My commission expires: 8/22/2024



Legal Description

The following real property situated in Shelby County, Alabama:

PARCEL I:

A PARCEL OF LAND SITUATED IN THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 AND THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 19, TOWNSHIP 19, RANGE 2 WEST, SHELBY COUNTY, ALABAMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 19; THENCE RUN WEST AND ALONG THE SOUTH BOUNDARY OF SAID SOUTHEAST/NORTHEAST, A DISTANCE OF 2723.44 FEET; THENCE RUN SOUTHERLY AND AT RIGHT ANGLES TO SAID SOUTH BOUNDARY A DISTANCE OF 84.39 FEET TO THE POINT OF BEGINNING, SAID POINT OF BEGINNING LYING ON THE SOUTH RIGHT OF WAY OF PARKWAY OFFICE CIRCLE; THENCE RUN EASTERLY AND ALONG SAID RIGHT OF WAY (CURVING TO THE RIGHT AND HAVING A RADIUS OF 420.00 FEET) A CHORD DISTANCE OF 152.58 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 68° 46' 59" EAST, A DISTANCE OF 229.04 FEET, THENCE ALONG SAID RIGHT OF WAY (CURVING TO THE LEFT AND HAVING A RADIUS OF 930.00 FEET) A CHORD DISTANCE OF 310.16 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE RUN EASTERLY AND ALONG SAID RIGHT OF WAY A DISTANCE OF 218.73 FEET; THENCE RUN SOUTHEASTERLY ALONG SAID RIGHT OF WAY (CURVING TO THE RIGHT AND HAVING A RADIUS OF 570.00 FEET) A CHORD DISTANCE OF 198.98 FEET TO THE NORTHEAST CORNER OF THIS DESCRIBED PROPERTY; THENCE WITH AN INTERIOR ANGLE OF 76° 52' 12" RUN SOUTHWESTERLY A DISTANCE OF 604.89 FEET TO THE NORTH RIGHT OF WAY OF RIVERCHASE OFFICE ROAD; THENCE RUN NORTHWESTERLY AND ALONG SAID RIGHT OF WAY (CURVING TO THE LEFT AND HAVING A RADIUS OF 300 FEET) CHORD DISTANCE OF 29.99 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE RUN WESTERLY AND ALONG SAID RIGHT OF WAY A DISTANCE OF 104.38 FEET; THENCE RUN NORTHWESTERLY AND ALONG SAID RIGHT OF WAY (CURVING TO THE RIGHT AND HAVING A RADIUS OF 370.00 FEET) A CHORD DISTANCE OF 170.34 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE RUN NORTHWESTERLY AND ALONG SAID RIGHT OF WAY A DISTANCE OF 95.64 FEET; THENCE RUN WESTERLY AND ALONG SAID RIGHT OF WAY (CURVING TO THE LEFT AND HAVING A RADIUS OF 530.00 FEET) A CHORD DISTANCE OF 471.95 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE RUN SOUTHWESTERLY AND ALONG SAID RIGHT OF WAY A DISTANCE OF 10.94 FEET; THENCE NORTHWESTERLY AND ALONG SAID RIGHT OF WAY (CURVING TO THE RIGHT AND HAVING A RADIUS OF 25.00 FEET) A CHORD DISTANCE OF 35.35 FEET TO THE POINT OF TANGENCY OF SAID CURVE; SAID POINT OF TANGENCY LYING ON THE EAST RIGHT OF WAY OF RIVERCHASE PARKWAY EAST; THENCE RUN NORTHWESTERLY AND ALONG SAID EAST RIGHT OF WAY A DISTANCE OF 30.19 FEET; THENCE RUN NORTHWESTERLY AND ALONG SAID RIGHT OF WAY (CURVING TO THE LEFT AND HAVING A RADIUS OF 661.41 FEET) A CHORD DISTANCE OF 189.16 FEET TO A POINT BEING THE SOUTHWEST CORNER OF THIS DESCRIBED PARCEL; THENCE RUN NORTHEASTERLY A DISTANCE OF 532.82 FEET TO THE POINT OF BEGINNING.

SITUATED IN SHELBY COUNTY, ALABAMA.

PARCEL II:

LOT 1-A, ACCORDING TO A RESURVEY OF LOT 1 OF RIVERCHASE OFFICE PARK PHASE II, AS RECORDED IN MAP BOOK 14, PAGE 99, BEING A RESURVEY OF LOT 1 OF RIVERCHASE OFFICE PARK PHASE II, AS RECORDED IN MAP BOOK 14, PAGE 77, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

PARCEL III:

LOT 1-B, ACCORDING TO A RESURVEY OF LOT 1 OF RIVERCHASE OFFICE PARK PHASE II, AS RECORDED IN MAP BOOK 14, PAGE 99, BEING A RESURVEY OF LOT 1 OF RIVERCHASE OFFICE PARK PHASE II, AS RECORDED IN MAP BOOK 14, PAGE 77, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

PARCEL IV:

TOGETHER WITH RIGHTS OF TITLE AND INTEREST IN AND TO THAT CERTAIN EASEMENT AS SET OUT IN THE DECLARATION OF RECIPROCAL ACCESS, UTILITIES, DRAINAGE AND PARKING EASEMENT DATED DECEMBER 3, 1990, FILED FOR RECORD DECEMBER 20, 1990, RECORDED IN BOOK 323, PAGE 96, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

PARCEL V:

TOGETHER WITH RIGHTS OF TITLE AND INTEREST IN AND TO THAT CERTAIN EASEMENT AS SET OUT IN THE DECLARATION OF PROTECTIVE COVENANTS, AGREEMENTS, EASEMENTS, CHARGES AND LIENS FOR RIVERCHASE (BUSINESS), RECORDED IN MISC. BOOK 13, PAGE 50, AS AMENDED BY MISC. BOOK 15, PAGE 189, FURTHER AMENDED BY MISC. BOOK 19, PAGE 633, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA, WHICH SUPERSEDES THE FIRST DECLARATION AND AMENDMENTS.

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STATE OF ALABAMA
BEFORE THE ALABAMA DEPARTMENT OF REVENUE

IN RE:)
) A proceeding authorized by
TIAA, FSB)
) §40-22-2(8), Code of Alabama 1975
)
)
)
Petitioner.)

MORTGAGE TAX ORDER

COMES THE PETITIONER, TIAA, FSB (together with its successors and assigns), and asks the Alabama Department of Revenue to fix and determine the amount of mortgage recording privilege tax due, pursuant to § 40-22-2(8), Code of Alabama 1975, for the privilege of recording the following mortgage, which secure obligations of the Mortgagor (as defined herein), AKF3 Kramer, LLC, AKF3 Rivers Aviation, LLC, AKF3 SF Light Industrial, LLC, AKF3 Situs Parkwest, LLC, AKF3 Addison Tech, LLC, and AKF3 South Point, LLC (collectively, the “Borrowers”) to Petitioner (the “Obligations”), that certain Mortgage, Security Agreement, Assignment of Leases and Rents, Financing Statement and Fixture Filing executed by POH-AKF3 Riverchase, LLC, a Delaware limited liability company (“Mortgagor”), and to be recorded in the Office of the Judge of Probate of Shelby County, Alabama (the “Mortgage”). In addition to the real property, fixtures and related collateral described in the Mortgage located within the State of Alabama, the Obligations are secured by mortgages, deeds of trust and/or other security instruments on additional real property, fixtures, inventory, accounts receivable and personal property located outside the State of Alabama.

Upon consideration of said Petition and evidence offered in support thereof, the Alabama Department of Revenue finds and determines as follows:

1. That the total amount of the principal indebtedness of the Obligations secured by the Mortgage is \$193,000,000.00, consisting of a loan from the Petitioner to the Borrowers.
2. That the total value of all property granted as security for the Obligations, located both within and without the State of Alabama is \$313,530,000.00.
3. That the value of the property encumbered by the Mortgage and located within the State of Alabama is \$43,850,000.00.
4. That the total maximum amount of principal indebtedness of the Obligations to be secured by the Mortgage which is allocable to the State of Alabama and upon which tax is due is \$27,000,700.00, being based on 13.99% of the total value of all property securing such Obligations.

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5. That the amount of mortgage recording privilege tax due to be paid upon recordation of the Mortgage, calculated at the rate of \$.15 per each \$100.00 of such Obligations, or fraction thereof, is \$40,501.05.

IT IS ORDERED, THEREFORE, as follows:

1. That the amount of the indebtedness under the Mortgage allocable to Alabama and upon which mortgage recording privilege tax will be due under § 40-22-2, Code of Alabama 1975, as amended, is \$27,000,700.00.
2. That the Judge of Probate of Shelby County, shall collect mortgage recording privilege tax in the amount of \$40,501.05, plus any recording and filing fees which may be due upon recordation.

[Remainder of page intentionally left blank; signature page to follow.]

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DONE this 17th day of January, 2023.

**STATE OF ALABAMA DEPARTMENT
OF REVENUE**

By: Mary Martin Mitchell
Secretary

By: Derrick Coleman
Deputy Commissioner of Revenue

[Signature]
Legal Division



**Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
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Allen S. Bayl