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02/16/2023 08:17:14 AM
MORT 1/22

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. 1120612A35

THIS INSTRUMENT WAS
PREPARED BY AND WHEN
RECORDED, RETURN TO

Ankura Trust Company, LLC
140 Sherman Street, 4th Floor
Fairfield, CT 06824
Attention: Krista Gulalo and
Beth Micena
Re: Project GEO

This space reserved for Recorder's use only.

MORTGAGE, ASSIGNMENT OF RENTS, SECURITY AGREEMENT AND FIXTURE FILING
(SECOND LIEN NOTES)

BY
COMMUNITY EDUCATION CENTERS, INC.
as Mortgagor
For the benefit of
ANKURA TRUST COMPANY, LLC, as Mortgagee
Relating to Premises in:
Shelby County, Alabama

DATED: As of February 10, 2023

Address of Property:

102 and 105 Industrial Parkway, Columbiana, Alabama 35051

PIN: 21-8-27-1-001-002.001 and 21-8-27-1-001-013.000

NOTE TO PROBATE JUDGE: This Mortgage is exempt from mortgage recording tax because the Mortgage does not secure a stated or fixed amount of indebtedness, but rather secures only a contingent repayment obligation of the Mortgagor guarantor under the terms of the Guaranty Agreement dated August 19, 2022. Because it is uncertain if or when the Mortgagor will be called on to pay the guaranteed obligations, no mortgage tax is due.

Notwithstanding anything herein to the contrary, (i) the liens and security interests granted for the benefit and security of the Mortgagee (as defined below) pursuant to this Mortgage are expressly subject and subordinate to the liens and security interests granted in favor of the First Priority Secured Parties (as defined in the First Lien/Second Lien Intercreditor Agreement referred to below), including liens and security interests granted to (a) Alter Domus Products Corp., as administrative agent (the “Exchange Credit Facility Agent”) under the Exchange Credit Agreement (as defined in the First Lien/Second Lien Intercreditor Agreement) or (b) Alter Domus Products Corp., as administrative agent (the “Existing Credit Facility Agent”) under the Existing Credit Agreement (as defined in the First Lien/Second Lien Intercreditor Agreement), and (ii) the exercise of any right or remedy by the Collateral Trustee or any other secured party hereunder is subject to the limitations and provisions of the First Lien/Second Lien Intercreditor Agreement dated as of August 19, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “First Lien/Second Lien Intercreditor Agreement”), among the Exchange Credit Facility Agent, the Existing Credit Facility Agent, Ankura Trust Company, LLC, as Initial Second Lien Representative, The GEO Group, Inc., GEO Corrections Holdings, Inc., and the other Grantors (as defined therein) party thereto. In the event of any conflict between the terms of the First Lien/Second Lien Intercreditor Agreement and the terms of this Mortgage, the terms of the First Lien/Second Lien Intercreditor Agreement shall govern.

MORTGAGE, ASSIGNMENT OF RENTS, SECURITY
AGREEMENT AND FIXTURE FILING (SECOND LIEN NOTES)

KNOW ALL PERSONS BY THESE PRESENTS:

THIS MORTGAGE, ASSIGNMENT OF RENTS, SECURITY AGREEMENT AND FIXTURE FILING (SECOND LIEN NOTES) (this “Mortgage”) is made as of February 10, 2023 by COMMUNITY EDUCATION CENTERS, INC., a Delaware corporation and having an office at c/o The GEO Group, Inc., 4955 Technology Way, Boca Raton, FL 33431 (the “Mortgagor”), in favor of ANKURA TRUST COMPANY, LLC, as Second Lien Collateral Trustee under the Collateral Trust Agreement referred to below (in such capacity and together with its successors in such capacity, the “Collateral Trustee”) having an office at 140 Sherman Street, 4th Floor, Fairfield, CT 06824, for the benefit of itself and the ratable benefit of the other Secured Parties, as defined in the Collateral Trust Agreement, as defined below (in such capacity, together with its successors in such capacity, the “Mortgagee”).

WITNESSETH:

WHEREAS, The GEO Group, Inc. (the “Issuer”) has issued (i) 10.500% Senior Second Lien Notes due 2028 (the “Public Exchange Notes”) in an aggregate principal amount of \$286,521,000 pursuant to an Indenture, dated as of August 19, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Public Exchange Notes Indenture”), among the Issuer, the guarantors party thereto, Ankura Trust Company, LLC, as trustee thereunder (in such capacity and together with its successors in such capacity, the “Public Exchange Notes Trustee”), and the Collateral Trustee, and (ii) 9.500% Senior Second Lien Notes due 2028 (the “Private Exchange Notes” and, together with the

Public Exchange Notes, the “Notes”) in an aggregate principal amount of \$239,142,000 pursuant to an Indenture, dated as of August 19, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Private Exchange Notes Indenture” and, together with the Public Exchange Notes Indenture, the “Indentures” and each, an “Indenture”), among the Issuer, the Guarantors party thereto, Ankura Trust Company, LLC, as trustee thereunder (in such capacity and together with its successors in such capacity, the “Private Exchange Notes Indenture Trustee”), and the Collateral Trustee;

WHEREAS, (i) pursuant to the terms of the Public Exchange Notes Indenture, the Guarantors (as defined therein), including Mortgagor have jointly and severally, fully and unconditionally guaranteed the payment of principal of, premium, and interest on the Public Exchange Notes and the payment and performance of all other Obligations (as defined in the Public Exchange Notes Indenture) from time to time owing by the Issuer or any other Guarantor under the Public Exchange Notes Indenture or the Public Exchange Notes (as the same may be modified, supplemented, amended and amended and restated and in effect from time to time, being herein called the “Public Exchange Notes Guaranty”), and (ii) pursuant to the terms of the Private Exchange Notes Indenture, the Guarantors (as defined therein), including Mortgagor have jointly and severally, fully and unconditionally guaranteed the payment of principal of, premium, and interest on the Private Exchange Notes and the payment and performance of all other Obligations (as defined therein) from time to time owing by the Issuer or any other Guarantor under the Private Exchange Notes Indenture or the Private Exchange Notes (as the same may be modified, supplemented, amended and amended and restated and in effect from time to time, being herein called the “Private Exchange Notes Guaranty”, and together with the Public Exchange Notes Guaranty, collectively, the “Guaranty”);

WHEREAS, pursuant to the Second Lien Collateral Trust Agreement dated as of August 19, 2022 (as the same may be modified, supplemented, amended and amended and restated and in effect from time to time, the “Collateral Trust Agreement”) among the Issuer, Mortgagor, the other Grantors (as defined therein), the Public Exchange Notes Indenture Trustee, the Private Exchange Notes Indenture Trustee, and the Collateral Trustee, the Collateral Trustee has agreed to act as the agent on behalf of the Secured Parties (as defined herein); Capitalized terms used and not otherwise defined in this Mortgage shall have the meanings ascribed to them in the Collateral Trust Agreement;

WHEREAS, pursuant to the Indentures, Mortgagor is obligated and/or the Issuer is obligated to cause Mortgagor to enter into this Mortgage, in order to, among other things, secure the obligations under the Guaranty, the Indentures, the Notes and the other Notes Instruments (as defined below) as each of the same have been amended;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and FOR THE PURPOSE OF SECURING the following (collectively, the “Obligations”):

- (a) the obligations guaranteed under the Guaranty, including the Notes and any and all future advances under the Notes or the Indentures and modifications, extensions, substitutions, exchanges and renewals of the Indentures or the Notes

(each of which future advances, modifications, extensions, substitutions, exchanges and renewals shall enjoy the same priority as the Notes), and all other obligations guaranteed to the Secured Parties under the Notes Instruments (as defined below), including, without limitation, the “*Obligations*” as defined in the Indentures and the Collateral Trust Agreement and the “*Secured Obligations*” as defined in the Collateral Trust Agreement,

the Mortgagor hereby grants, bargains, sells, releases, conveys, warrants, assigns, transfers, mortgages, pledges, sets over and confirms unto the Mortgagee, under and subject to the terms and conditions hereinafter set forth, all of its right, title and interest in, to and under the land and premises (collectively, the “Property”) described in Schedule I;

TOGETHER WITH all interests, estates or other claims, both in law and in equity, that the Mortgagor now has or may hereafter acquire in (a) the Property, (b) all easements, rights-of-way and rights used in connection therewith or as a means of access thereto and (c) all tenements, hereditaments and appurtenances in any manner belonging, relating or appertaining thereto (all of the foregoing interests, estates and other claims being hereinafter collectively called “Easements and Rights of Way”); and

TOGETHER WITH all estate, right, title and interest of the Mortgagor, now owned or hereafter acquired, in and to any land lying within the right-of-way of any streets, open or proposed, adjoining the Property, and any and all sidewalks, alleys and strips and gores of land adjacent to or used in connection therewith (all of the foregoing estate, right, title and interest being hereinafter called “Adjacent Rights”); and

TOGETHER WITH all estate, right, title and interest of the Mortgagor, now owned or hereafter acquired, in and to any and all buildings and other improvements now or hereafter located on the Property and all building materials, building equipment and fixtures of every kind and nature located on the Property or, attached to, contained in or used in any such buildings and other improvements, and all appurtenances and additions thereto and betterments, substitutions and replacements thereof (all of the foregoing estate, right, title and interest being hereinafter collectively called “Improvements”); and

TOGETHER WITH all estate, right, title and interest of the Mortgagor in and to all such tangible property now owned or hereafter acquired by the Mortgagor (including all machinery, apparatus, equipment, fittings and articles of personal property) and now or hereafter located on or at or attached to the Property such that an interest in such tangible property arises under applicable real estate law, and any and all products and accessions to any such property that may exist at any time (all of the foregoing estate, right, title and interest, and products and accessions being hereinafter called “Fixtures”); and

TOGETHER WITH all estate, right, title and interest of the Mortgagor in and to all rights, royalties and profits in connection with all minerals, oil and gas and other hydrocarbon substances on or in the Property, development rights or credits, air rights, water, water rights (whether riparian, appropriative, or otherwise and whether or not appurtenant) and water stock (all of the foregoing estate, right, title and interest being hereinafter collectively called “Mineral and Related Rights”); and

TOGETHER WITH all reversion or reversions and remainder or remainders of the Property and Improvements and all estate, right, title and interest of the Mortgagor in and to any and all present and future leases of space in the Property and Improvements, and all rents, revenues, proceeds, issues, profits, royalties, income and other benefits now or hereafter derived from the Property, the Improvements and the Fixtures, subject to the right, power and authority hereinafter given to the Mortgagor to collect and apply the same (all of the foregoing reversions, remainders, leases of space, rents, revenues, proceeds, issues, profits, royalties, income and other benefits being hereinafter collectively called "Rents"); and

TOGETHER WITH all estate, right, title and interest and other claim or demand that the Mortgagor now has or may hereafter acquire with respect to any damage to the Property, the Improvements or the Fixtures and any and all proceeds of insurance in effect with respect to the Improvements or the Fixtures, including, without limitation, any title insurance, and any and all awards made for the taking by eminent domain, or by any proceeding or purchase in lieu thereof, of the Property, the Improvements or the Fixtures, including without limitation any awards resulting from a change of grade of streets or as the result of any other damage to the Property, the Improvements or the Fixtures for which compensation shall be given by any governmental authority (all of the foregoing estate, right, title and interest and other claims or demand, and any such proceeds or awards being hereinafter collectively called "Damage Rights"); and

TOGETHER WITH all estate, right, title, interest and other claim of the Mortgagor with respect to any parking facilities located other than on the Property and used or intended to be used in connection with the operation, ownership or use of the Property, any and all replacements and substitutions for the same, and any other parking rights, easements, covenants and other interests in parking facilities acquired by the Mortgagor for the use of tenants or occupants of the Improvements (all of the foregoing estate, right, title, interest and other claim being hereinafter collectively called "Parking Rights"); and

TOGETHER WITH all estate, right, title and interest of the Mortgagor in respect of any and all air rights, development rights, zoning rights or other similar rights or interests that benefit or are appurtenant to the Property or the Improvements (all of the foregoing estate, right, title and interest being hereinafter collectively called "Air and Development Rights").

All of the foregoing Easements and Rights of Way, Adjacent Rights, Improvements, Fixtures, Mineral and Related Rights, Rents, Damage Rights, Parking Rights and Air and Development Rights being sometimes hereinafter referred to collectively as the "Ancillary Rights and Properties" and the Property and Ancillary Rights and Properties being sometimes hereinafter referred to collectively as the "Mortgage Estate";

TO HAVE AND TO HOLD the Mortgage Estate with all privileges and appurtenances thereunto belonging, to the Mortgagee and its successors and assigns, forever, upon the terms and conditions and for the uses hereinafter set forth, Mortgagor hereby expressly **RELEASING AND WAIVING** all rights under and by virtue of the homestead exemption laws of the State of Alabama;

PROVIDED ALWAYS, that if the principal of and interest on the Notes under the Indentures and all of the other Obligations shall be paid in full, and the Mortgagor shall abide by and comply with each and every covenant contained herein and in the Notes Instruments, then the Mortgagee shall cause this Mortgage and the Lien and estate hereby granted shall cease, terminate and become void.

This Mortgage, the Guaranty, the Indentures, the Notes, the Note Documents (as defined in each Indenture), the Secured Debt Documents, the Collateral Trust Agreement, and any other instrument given to evidence or further secure the payment and performance of any Obligation, as the same may be modified, supplemented, amended and amended and restated and in effect from time to time, are sometimes hereinafter collectively referred to as the “Notes Instruments”.

TO PROTECT THE SECURITY OF THIS MORTGAGE, THE MORTGAGOR HEREBY COVENANTS AND AGREES AS FOLLOWS:

ARTICLE 1.

PARTICULAR COVENANTS AND AGREEMENTS OF THE MORTGAGOR

Section 1.01. Title, Etc. The Mortgagor represents and warrants that it has good and marketable fee simple title in and to the Property and the related Ancillary Rights and Properties, in each case subject to no mortgage, lien, pledge, charge, security interest or other encumbrance or adverse claim of any nature, except those permitted under the Indentures.

The Mortgagor represents and warrants that it has the full power and lawful authority to grant, bargain, sell, release, convey, warrant, assign, transfer, mortgage, pledge, set over and confirm unto the Mortgagee the Mortgage Estate as hereinabove provided and warrants that it will forever defend the title to the Mortgage Estate and the validity and priority of the Lien or estate hereof against the claims and demands of all persons whomsoever.

Section 1.02. Further Assurances; Filing; Re-Filing; Etc.

(a) Further Instruments. The Mortgagor shall execute, acknowledge and deliver, from time to time, such further instruments as the Mortgagee may require to accomplish the purposes of this Mortgage.

(b) Filing and Re-Filing. The Mortgagor, immediately upon the execution and delivery of this Mortgage, and thereafter from time to time, shall cause this Mortgage, any security agreement or mortgage supplemental hereto and each instrument of further assurance to be filed, registered or recorded and re-filed, re-registered or re-recorded in such manner and in such places as may be required by any present or future law in order to publish notice of and perfect the Lien or estate of this Mortgage upon the Mortgage Estate.

(c) Fees and Expenses. The Mortgagor shall pay all filing, registration and recording fees, all re-filing, re-registration and re-recording fees, and all expenses incident to the execution, filing, recording and acknowledgment of this Mortgage, any security agreement, mortgage supplemental hereto and any instrument of further assurance, and all Federal, state,

county and municipal stamp taxes and other taxes, duties, imposts, assessments and charges arising out of or in connection with the execution, delivery, filing and recording of this Mortgage or any of the other Notes Instruments, any security agreement or mortgage supplemental hereto or any instruments of further assurance.

Section 1.03. Insurance; Foreclosure. In the event of foreclosure of the Lien of this Mortgage or other transfer of title or assignment of the Mortgage Estate in extinguishment, in whole or in part, of the Obligations, all right, title and interest of the Mortgagor in and to all policies of casualty insurance covering all or any part of the Mortgage Estate shall inure to the benefit of and pass to the successors in interest to the Mortgagor or the purchaser or grantee of the Mortgage Estate or any part thereof.

Section 1.04. Impositions.

(a) Payment of Impositions. The Mortgagor shall pay or cause to be paid, before any fine, penalty, interest or cost attaches thereto, all taxes, assessments, water and sewer rates, utility charges and all other governmental or non-governmental charges or levies now or hereafter assessed or levied against any part of the Mortgage Estate (including, without limitation, nongovernmental levies or assessments such as maintenance charges, owner association dues or charges or fees, levies or charges resulting from covenants, conditions and restrictions affecting the Mortgage Estate) or upon the Lien or estate of the Mortgagee therein (collectively, "Impositions"), as well as all claims for labor, materials or supplies that, if unpaid, might by law become a prior Lien thereon, and within 10 days after request by the Mortgagee will exhibit receipts showing payment of any of the foregoing; provided, however, that if by law any such Imposition may be paid in installments (whether or not interest shall accrue on the unpaid balance thereof), the Mortgagor may pay the same in installments (together with accrued interest on the unpaid balance thereof) as the same respectively become due, before any fine, penalty or cost attaches thereto.

(b) Right to Contest Impositions. Notwithstanding anything contained in Section 1.04(a) to the contrary, the Mortgagor at its expense may, after prior notice to the Mortgagee, contest the amount or validity or application, in whole or in part, of any Imposition or Lien therefor or any claims of mechanics, materialmen, suppliers or vendors or Lien thereof, and may withhold payment of the same pending such proceedings if permitted by law and if in accordance with the Indentures.

Section 1.05. Limitations of Use. The Mortgagor shall not initiate, join in or consent to any change in any private restrictive covenant, zoning ordinance or other public or private restrictions limiting or defining the uses that may be made of the Property and the Improvements or any part thereof that would have a material adverse effect on the value of the Property or the Improvements. Except as otherwise permitted under the Notes Instruments, the Mortgagor shall comply in all material respects with the provisions of all leases, licenses, agreements and private covenants, conditions and restrictions that at any time are applicable to the Mortgage Estate.

Section 1.06. Actions to Protect Mortgage Estate. If the Mortgagor shall fail to (a) effect the insurance required by and as provided in Section 5.05 of the Exchange Credit Agreement and under Section 4.2 of the Collateral Agreement (as defined in the Exhibits to the Collateral Trust

Agreement), (b) make the payments required by Section 1.04 or (c) perform or observe any of its other covenants or agreements hereunder, the Mortgagee may, without obligation to do so, and upon notice to the Mortgagor (except in an emergency) effect or pay the same. To the maximum extent permitted by law, all sums, including reasonable attorneys' fees and disbursements, so expended or expended to sustain the Lien or estate of this Mortgage or its priority, or to protect or enforce any of the rights hereunder, or to recover any of the Obligations, shall be a Lien on the Mortgage Estate, shall be deemed to be added to the Obligations secured hereby, and shall be paid by the Mortgagor within 10 days after demand therefor, together with interest thereon at the default rate provided for in the Indentures and the Notes.

Section 1.07. Estoppel Certificates. The Mortgagor, within ten days after written request therefor, shall furnish the Mortgagee a written statement, duly acknowledged, of the amount of the Obligations then secured by this Mortgage and whether to their knowledge any offsets or defenses exist against any such Obligations.

Section 1.08. Notice Regarding Special Flood Hazards. The Mortgagor hereby acknowledges that it realizes that the Property is not in a zone identified by the Director of the Federal Emergency Management Agency as a special flood hazard zone described in 12 C.F.R. § 22.2 and that it has received, prior to the making of the Notes and the incurrence of any other indebtedness constituting part of the Obligations secured by this Mortgage, the notice regarding Federal disaster relief assistance referred to in the Appendix to 12 C.F.R. Part 22.

ARTICLE 2.

ASSIGNMENT OF RENTS, ISSUES AND PROFITS

Section 2.01. Assignment of Rents, Issues and Profits. The Mortgagor hereby assigns and transfers to the Mortgagee, FOR THE PURPOSE OF SECURING the Obligations, all Rents, and hereby gives to and confers upon the Mortgagee the right, power and authority to collect the same. The Mortgagor irrevocably appoints the Mortgagee its true and lawful attorney-in-fact, at its option at any time and from time to time following the occurrence and during the continuance of a Default, to demand, receive and enforce payment, to give receipts, releases and satisfactions, and to sue, in the name of the Mortgagor or otherwise, for Rents and apply the same to the Obligations as provided in paragraph (a) of Section 4.03; provided, however, that the Mortgagor shall have the right to collect Rents at any time prior to the occurrence of a Default (but not more than one month in advance, except in the case of security deposits).

Section 2.02. Collection Upon Default. To the extent permitted by law, upon the occurrence of any Default, the Mortgagee may, at any time without notice, either in person, by agent or by a receiver appointed by a court, and without regard to the adequacy of any security for the Obligations or the solvency of the Mortgagor, enter upon and take possession of the Property, the Improvements and the Fixtures or any part thereof, in its own name, sue for or otherwise collect Rents including those past due and unpaid, and, apply the same, less costs and expenses of operation and collection, including attorneys' fees and disbursements, to the payment of the Obligations as provided in paragraph (a) of Section 4.03, and in such order as the Mortgagee may determine. The collection of Rents or the entering upon and taking possession of the Property, the Improvements or the Fixtures or any part thereof, or the application thereof as

aforesaid, shall not cure or waive any Default or notice thereof or invalidate any act done in response to such Default or pursuant to notice thereof.

ARTICLE 3.

SECURITY AGREEMENT

Section 3.01. Creation of Security Interest. The Mortgagor hereby grants to the Mortgagee a security interest in the Fixtures for the purpose of securing the Obligations. The Mortgagee shall have, in addition to all rights and remedies provided herein and in the other Notes Instruments, all the rights and remedies of a secured party under the Uniform Commercial Code of the state in which the applicable portion of the Fixtures is located. A statement describing the portion of the Mortgage Estate comprising the fixtures hereby secured is set forth in the granting clauses of this Mortgage. The Mortgagor represents and warrants to the Mortgagee that the Mortgagor is the record owner of the Mortgage Estate, and the organizational identification number of the Mortgagor is 2642595.

Section 3.02. Warranties, Representations and Covenants. The Mortgagor hereby warrants, represents and covenants that: (a) the Fixtures will be kept on or at the Property and the Mortgagor will not remove any Fixtures from the Property, except as permitted under the Notes Instruments and except such portions or items of the Fixtures that are consumed or worn out in ordinary usage, all of which shall be promptly replaced by the Mortgagor, except as otherwise expressly provided in the Notes Instruments, (b) all covenants and obligations of the Mortgagor contained herein relating to the Mortgage Estate shall be deemed to apply to the Fixtures whether or not expressly referred to herein and (c) this Mortgage constitutes a security agreement and "fixture filing" as those terms are used in the applicable Uniform Commercial Code. The Mortgagor is the "Debtor" and its name and mailing address are set forth on Page 1 hereof. The Mortgagee is the "Secured Party" and its name and mailing address from which information relative to the security interest created hereby are also set forth on Page 1 hereof. The information provided in this Section 3.02 is provided so that this Mortgage shall comply with the requirements of the Uniform Commercial Code as in effect in the state in which the Mortgage Estate is located for a mortgage instrument to be filed as a financing statement.

ARTICLE 4.

DEFAULTS; REMEDIES

Section 4.01. Defaults. If any Event of Default (herein, a "Default") under and as defined in an Indenture or any other Notes Instrument shall occur and be continuing and, as more particularly provided in such Indenture, the principal of and accrued interest on the applicable Notes and all other Obligations under the applicable Indenture and the applicable Notes shall be declared, or become, due and payable, then the obligations of the Mortgagor in respect of its guarantee under the Guaranty shall become due and payable, without presentment, demand, protest or other formalities of any kind, all of which have been waived pursuant to the Indentures.

Section 4.02. Default Remedies.

(a) Remedies Generally. If a Default shall have occurred and be continuing, this Mortgage may, to the maximum extent permitted by law, be enforced, and the Mortgagee may exercise any right, power or remedy permitted to it hereunder, under the Indentures or under any of the other Notes Instruments or by law, and, without limiting the generality of the foregoing, the Mortgagee may, personally or by its agents, to the maximum extent permitted by law:

(i) enter into and take possession of the Mortgage Estate or any part thereof, exclude the Mortgagor and all persons claiming under the Mortgagor whose claims are junior to this Mortgage, wholly or partly therefrom, and use, operate, manage and control the same either in the name of the Mortgagor or otherwise as the Mortgagee shall deem best, and upon such entry, from time to time at the expense of the Mortgagor and the Mortgage Estate, make all such repairs, replacements, alterations, additions or improvements to the Mortgage Estate or any part thereof as the Mortgagee may deem proper and, whether or not the Mortgagee has so entered and taken possession of the Mortgage Estate or any part thereof, collect and receive all Rents and apply the same to the payment of all expenses that the Mortgagee may be authorized to make under this Mortgage, the remainder to be applied to the payment of the Obligations until the same shall have been repaid in full; if the Mortgagee demands or attempts to take possession of the Mortgage Estate or any portion thereof in the exercise of any rights hereunder, the Mortgagor shall promptly turn over and deliver complete possession thereof to the Mortgagee; and

(ii) personally or by agents, with or without entry, if the Mortgagee shall deem it advisable:

(x) sell the Mortgage Estate at a sale or sales held at such place or places and time or times and upon such notice and otherwise in such manner as may be required by law, or, in the absence of any such requirement, as the Mortgagee may deem appropriate, and from time to time adjourn any such sale by announcement at the time and place specified for such sale or for such adjourned sale without further notice, except such as may be required by law;

(y) proceed to protect and enforce its rights under this Mortgage, by suit for specific performance of any covenant contained herein or in the Notes Instruments or in aid of the execution of any power granted herein or in the Notes Instruments, or for the foreclosure of this Mortgage and the sale of the Mortgage Estate under the judgment or decree of a court of competent jurisdiction, or for the enforcement of any other right as the Mortgagee shall deem most effectual for such purpose, provided, that in the event of a sale, by foreclosure or otherwise, of less than all of the Mortgage Estate, this Mortgage shall continue as a Lien on, and security interest in, the remaining portion of the Mortgage Estate; or (z) exercise any or all of the remedies available to a secured

party under the applicable Uniform Commercial Code, including, without limitation:

(1) either personally or by means of a court appointed receiver, take possession of all or any of the Fixtures and exclude therefrom the Mortgagor and all persons claiming under the Mortgagor, and thereafter hold, store, use, operate, manage, maintain and control, make repairs, replacements, alterations, additions and improvements to and exercise all rights and powers of the Mortgagor in respect of the Fixtures or any part thereof; if the Mortgagee demands or attempts to take possession of the Fixtures in the exercise of any rights hereunder, the Mortgagor shall promptly turn over and deliver complete possession thereof to the Mortgagee;

(2) without notice to or demand upon the Mortgagor, make such payments and do such acts as the Mortgagee may deem necessary to protect its security interest in the Fixtures, including, without limitation, paying, purchasing, contesting or compromising any encumbrance that is prior to or superior to the security interest granted hereunder, and in exercising any such powers or authority paying all expenses incurred in connection therewith;

(3) require the Mortgagor to assemble the Fixtures or any portion thereof; at a place designated by the Mortgagee and reasonably convenient to both parties, and promptly to deliver the Fixtures to the Mortgagee, or an agent or representative designated by it; the Mortgagee, and its agents and representatives, shall have the right to enter upon the premises and property of the Mortgagor to exercise the Mortgagee's rights hereunder; and

(4) sell, lease or otherwise dispose of the Fixtures, with or without having the Fixtures at the place of sale, and upon such terms and in such manner as the Mortgagee may determine (and the Mortgagee or any holder of the Notes or other Secured Party may be a purchaser at any such sale).

(b) Appointment of Receiver. If a Default shall have occurred and be continuing, the Mortgagee, to the maximum extent permitted by law, shall be entitled, as a matter of right, to the appointment of a receiver of the Mortgage Estate, without notice or demand, and without regard to the adequacy of the security for the Obligations or the solvency of the Mortgagor. The Mortgagor hereby irrevocably consents to such appointment and waives notice of any application therefor. Any such receiver or receivers shall have all the usual powers and duties of receivers in like or similar cases and all the powers and duties of the Mortgagee in case of entry and shall continue as such and exercise all such powers until the date of confirmation of sale of the Mortgage Estate, unless such receivership is sooner terminated. The right of the appointment of such receiver shall be a matter of strict right without regard to the value or the occupancy of the Premises or the solvency or insolvency of Mortgagor. To the maximum extent permitted by law, Mortgagor hereby specifically waives the right to object to the appointment of a receiver as aforesaid and hereby expressly consents that such appointment shall be made as an admitted equity and as a matter of absolute right to the Mortgagee and that the same may be done without notice to

the Mortgagor. The reasonable expenses, including receiver's fees, attorneys' fees, costs and agent's commission incurred pursuant to the powers herein contained, together with interest together with interest thereon at the default rate provided for in the Indentures and the Notes, shall be secured hereby and shall be due and payable by Mortgagor immediately without notice or demand, except as otherwise expressly set forth in the Notes Instruments.

(c) Rents. If a Default shall have occurred and be continuing, the Mortgagor shall, to the maximum extent permitted by law, pay monthly in advance to the Mortgagee, or to any receiver appointed at the request of the Mortgagee to collect Rents, the fair and reasonable rental value for the use and occupancy of the Property, the Improvements and the Fixtures or of such part thereof as may be in the possession of the Mortgagor. Upon default in the payment thereof, the Mortgagor shall vacate and surrender possession of the Property, the Improvements and the Fixtures to the Mortgagee or such receiver, and upon a failure so to do may be evicted by summary proceedings.

(d) Sale. In any sale under any provision of this Mortgage or pursuant to any judgment or decree of court, the Mortgage Estate, to the maximum extent permitted by law, may be sold in one or more parcels or as an entirety and in such order as the Mortgagee may elect, without regard to the right of the Mortgagor or any person claiming under the Mortgagor to the marshalling of assets. The purchaser at any such sale shall take title to the Mortgage Estate or the part thereof so sold free and discharged of the estate of the Mortgagor therein, the purchaser being hereby discharged from all liability to see to the application of the purchase money. Any person, including Mortgagee or any holder of the Notes or other Secured Party, may purchase at any such sale. Upon the completion of any such sale by virtue of this Section 4.02 the Mortgagee shall execute and deliver to the purchaser an appropriate instrument that shall effectively transfer all of the Mortgagor's estate, right, title, interest, property, claim and demand in and to the Mortgage Estate or portion thereof so sold, but without any covenant or warranty, express or implied. The Mortgagee is hereby irrevocably appointed the attorney-in-fact of the Mortgagor in its name and stead to make all appropriate transfers and deliveries of the Mortgage Estate or any portions thereof so sold and, for that purpose, the Mortgagee may execute all appropriate instruments of transfer, and may substitute one or more persons with like power, the Mortgagor hereby ratifying and confirming all that said attorneys or such substitute or substitutes shall lawfully do by virtue hereof. Nevertheless, the Mortgagor shall ratify and confirm, or cause to be ratified and confirmed, any such sale or sales by executing and delivering, or by causing to be executed and delivered, to the Mortgagee or to such purchaser or purchasers all such instruments as may be advisable, in the judgment of the Mortgagee, for such purpose, and as may be designated in such request. Any sale or sales made under or by virtue of this Mortgage, to the extent not prohibited by law, shall operate to divest all the estate, right, title, interest, property, claim and demand whatsoever, whether at law or in equity, of the Mortgagor in, to and under the Mortgage Estate, or any portions thereof so sold, and shall be a perpetual bar both at law and in equity against the Mortgagor and against any and all persons claiming or who may claim the same, or any part thereof, by, through or under the Mortgagor. The powers and agency herein granted are coupled with an interest and are irrevocable.

(e) Possession of Notes Instruments Not Necessary. All rights of action under the Notes Instruments and this Mortgage may be enforced by the Mortgagee without the

possession of the Notes Instruments and without the production thereof at any trial or other proceeding relative thereto.

Section 4.03. Application of Proceeds.

(a) Application of Proceeds Generally. The proceeds of any sale made under a judgment, order or decree made in any action to foreclose or to enforce this Mortgage, or of any monies held by the Mortgagee hereunder shall, to the maximum extent permitted by law, be applied as provided in Section 3.4 of the Collateral Trust Agreement.

(b) Liability for Deficiencies. No sale or other disposition of all or any part of the Mortgage Estate pursuant to Section 4.02 shall be deemed to relieve the Mortgagor of its obligations under the Indentures or any other Notes Instrument except to the extent the proceeds thereof are applied to the payment of such obligations. Except as otherwise provided in the Notes Instruments, if the proceeds of sale, collection or other realization of or upon the Mortgage Estate are insufficient to cover the costs and expenses of such realization and the payment in full of the Obligations, the Mortgagor shall remain liable for any deficiency.

Section 4.04. Right to Sue. The Mortgagee shall have the right from time to time to sue for any sums required to be paid by the Mortgagor under the terms of this Mortgage as the same become due, without regard to whether or not the Obligations shall be, or have become, due and without prejudice to the right of the Mortgagee thereafter to bring any action or proceeding of foreclosure or any other action upon the occurrence of any Default existing at the time such earlier action was commenced.

Section 4.05. Powers of the Mortgagee. The Mortgagee may at any time or from time to time renew or extend this Mortgage or (with the agreement of the Mortgagor) alter or modify the same in any way, or waive any of the terms, covenants or conditions hereof or thereof, in whole or in part, and may release any portion of the Mortgage Estate or any other security, and grant such extensions and indulgences in relation to the Obligations, or release any person liable therefor as the Mortgagee may determine without the consent of any junior lienor or encumbrancer, without any obligation to give notice of any kind thereto, without in any manner affecting the priority of the Lien and estate of this Mortgage on or in any part of the Mortgage Estate, and without affecting the liability of any other person liable for any of the Obligations.

Section 4.06. Remedies Cumulative.

(a) Remedies Cumulative. No right or remedy herein conferred upon or reserved to the Mortgagee is intended to be exclusive of any other right or remedy, and each and every right and remedy shall be cumulative and in addition to any other right or remedy under this Mortgage, or under applicable law, whether now or hereafter existing; the failure of the Mortgagee to insist at any time upon the strict observance or performance of any of the provisions of this Mortgage or to exercise any right or remedy provided for herein or under applicable law, shall not impair any such right or remedy nor be construed as a waiver or relinquishment thereof

(b) Other Security. The Mortgagee shall be entitled to enforce payment and performance of any of the obligations of the Mortgagor and to exercise all rights and powers

under this Mortgage or under any Notes Instrument or any laws now or hereafter in force, notwithstanding that some or all of the Obligations may now or hereafter be otherwise secured, whether by mortgage, pledge, Lien, assignment or otherwise; neither the acceptance of this Mortgage nor its enforcement, whether by court action or other powers herein contained, shall prejudice or in any manner affect the Mortgagee's right to realize upon or enforce any other security now or hereafter held by the Mortgagee, it being stipulated that the Mortgagee shall be entitled to enforce this Mortgage and any other security now or hereafter held by the Mortgagee in such order and manner as the Mortgagee, in its sole discretion, may determine; every power or remedy given by the Indentures, this Mortgage or any of the other Notes Instruments to the Mortgagee, or to which the Mortgagee is otherwise entitled, may be exercised, concurrently or independently, from time to time and as often as may be deemed expedient by the Mortgagee and the Mortgagee may pursue inconsistent remedies.

(c) Authority of Collateral Trustee. Mortgagor acknowledges that the rights and responsibilities of the Collateral Trustee under this Mortgage with respect to any action taken by the Collateral Trustee or the exercise or non-exercise by the Collateral Trustee of any option, request, judgment or other right or remedy provided for herein or resulting or arising out of this Mortgage shall, as between the Collateral Trustee and the other Secured Parties, be governed by the Collateral Trust Agreement and by such other agreements with respect thereto as may exist from time to time among them, but, as between the Collateral Trustee and the Mortgagor, the Collateral Trustee shall be conclusively presumed to be acting as agent for the Secured Parties with full and valid authority so to act or refrain from acting, and Mortgagor shall be under no obligation, or entitlement to make any inquiry respecting such authority. Without limiting the generality of the foregoing, the Collateral Trustee is acting as Mortgagee under this Mortgage solely in its capacity as agent (including as "collateral trustee"), and not in its individual or corporate capacity, under and pursuant to directions set forth in the Collateral Trust Agreement under which it was appointed, and in so doing the Collateral Trustee shall not be responsible for the terms or sufficiency of this Mortgage for any purpose. In acting as Mortgagee under this Mortgage, and in taking (or refraining from) any actions under or pursuant to this Mortgage, the Collateral Trustee shall be protected by and shall enjoy all of the rights, immunities, privileges, protections and indemnities granted to it under the Indentures, the Collateral Trust Agreement and the other Notes Instruments. Without limiting the generality of the foregoing, each acknowledgment, agreement, consent or waiver (in each case whether express or implied) in this Mortgage made by the Collateral Trustee, whether on behalf of itself or any of the other Secured Parties, is made in reliance on the authority granted and direction to the Collateral Trustee by the other Secured Parties as applicable pursuant to the authorization under the Indentures, the Collateral Trust Agreement and the other Notes Instruments.

Section 4.07. Waiver of Stay, Extension, Moratorium Laws; Equity of Redemption. To the maximum extent permitted by law, the Mortgagor shall not at any time insist upon, or plead, or in any manner whatever claim or take any benefit or advantage of any applicable present or future stay, extension or moratorium law, that may affect observance or performance of the provisions of this Mortgage; nor claim, take or insist upon any benefit or advantage of any present or future law providing for the valuation or appraisal of the Mortgage Estate or any portion thereof prior to any sale or sales thereof that may be made under or by virtue of Section 4.02; and the Mortgagor, to the extent that it lawfully may, hereby waives all benefit or advantage of any such law or laws. The Mortgagor for itself and all who may claim under it,

hereby waives, to the maximum extent permitted by applicable law, any and all rights and equities of redemption from sale under any order or decree of foreclosure of this Mortgage and (if a Default shall have occurred) all notice or notices of seizure, and all right to have the Mortgage Estate marshalled upon any foreclosure hereof. The Mortgagee shall not be obligated to pursue or exhaust its rights or remedies as against any other part of the Mortgage Estate and the Mortgagor hereby waives any right or claim of right to have the Mortgagee proceed in any particular order.

ARTICLE 5.

INTENTIONALLY OMITTED

ARTICLE 6.

MISCELLANEOUS

Section 6.01. Release by Mortgagee. Upon the Discharge of Secured Obligations under and as defined in the Collateral Trust Agreement, the Mortgagee shall release the Lien of this Mortgage, or upon the request of the Mortgagor, and at the Mortgagor's expense assign this Mortgage without recourse to the Mortgagor's designee, or to the person or persons legally entitled thereto, by an instrument duly acknowledged in form for recording.

Section 6.02. Notices. All notices, demands, consents, requests or other communications (collectively, "notices") that are permitted or required to be given by any party to the other hereunder shall be in writing and given in the manner specified in the Collateral Trust Agreement.

Section 6.03. Amendments; Waivers; Etc. This Mortgage cannot be modified, changed or discharged except by an agreement in writing, duly acknowledged in form for recording, signed by the Mortgagor and the Mortgagee with the consent of certain Secured Parties as provided in the Collateral Trust Agreement. For purposes hereof, a statement by the Mortgagee in any modification or supplement to this Mortgage to the effect that such modification or supplement has been consented to by the necessary Secured Parties as provided in the Collateral Trust Agreement shall be conclusive evidence of such consent and it shall not be necessary for a copy of such consent to be recorded with such modification or supplement as a condition to such modification or supplement being recorded in the appropriate real estate records.

Section 6.04. Successors and Assigns. This Mortgage applies to, inures to the benefit of and binds the Mortgagor and the Mortgagee and their respective successors and assigns and shall run with the Property.

Section 6.05. Captions. The captions or headings at the beginning of Articles, Sections and paragraphs hereof are for convenience of reference and are not a part of this Mortgage.

Section 6.06. Severability. If any term or provision of this Mortgage or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the

remainder of this Mortgage, or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Mortgage shall be valid and enforceable to the maximum extent permitted by law. If any portion of the Obligations shall for any reason not be secured by a valid and enforceable Lien upon any part of the Mortgage Estate, then any payments made in respect of the Obligations (whether voluntary or under foreclosure or other enforcement action or procedure or otherwise) shall, for purposes of this Mortgage (except to the extent otherwise required by applicable law) be deemed to be made (i) first, in respect of the portion of the Obligations not secured by the Lien of this Mortgage, (ii) second, in respect of the portion of the Obligations secured by the Lien of this Mortgage, but which Lien is on less than all of the Mortgage Estate, and (iii) last, to the portion of the Obligations secured by the Lien of this Mortgage, and which Lien is on all of the Mortgage Estate.

Section 6.07. Repayment of Secured Amount. The secured amount under this Mortgage shall be reduced only by the last and final sums that the Mortgagor, the Issuer and/or any other obligor under the Guaranty repays with respect to the Obligations and shall not be reduced by any intervening repayments of the Obligations by such parties. So long as the balance of the Obligations exceeds the secured amount under this Mortgage, any payments and repayments of the Obligations by the Mortgagor, the Issuer and/or any other obligor under the Guaranty shall not be deemed to be applied against, or to reduce, the portion of the Obligations secured by this Mortgage.

Section 6.08. Intentionally Omitted.

Section 6.09. Multiple Parties Provisions. Mortgagor hereby acknowledges that the provisions of Sections 10.01(b), (c) and (d), Section 10.02, and Sections 10.03(a) and (b) of the Indentures are incorporated herein by reference and affirmed by Mortgagor, as a Guarantor thereunder, with the defined terms therein having the meanings set forth in the Indentures, with the following adjustments:

(a) References therein to “the Note Guarantee” and “this Note Guarantee” and words of similar import shall instead be to “the Guaranty and this Mortgage”;

(b) References therein to “hereunder” shall instead be to “under the Guaranty and this Mortgage”; and

(c) References therein to the “obligations” shall instead be to the “Obligations”.

Section 6.10. First Lien/Second Lien Intercreditor Agreement and Second Lien Collateral Trust Agreement. Notwithstanding any provision to the contrary in this Mortgage, the exercise of any right or remedy by the Mortgagee hereunder with respect to the lien and security interest granted for the benefit and security of the Mortgagee pursuant to this Mortgage is subject to the provisions of the First Lien/Second Lien Intercreditor Agreement and the Collateral Trust Agreement. In the event of any conflict or inconsistency between the provisions of the First Lien/Second Lien Intercreditor Agreement and this Mortgage with respect to the exercise of rights and remedies or the priority of the liens and security interests granted for the benefit and

security of the Mortgagee herein, the provisions of the First Lien/Second Lien Intercreditor Agreement shall prevail. In the event of any conflict between the provisions of the Collateral Trust Agreement and this Mortgage with respect to the exercise of rights and remedies of the liens and security interests granted for the benefit and security of the Mortgagee herein, the provisions of the Collateral Trust Agreement shall prevail. Notwithstanding anything to the contrary herein, the Mortgagee acknowledges and agrees that Mortgagor shall not be required to take or refrain from taking any action with respect to the Property if such action or inaction would conflict with the terms of the First Lien/Second Lien Intercreditor Agreement.

Section 6.11. Governing Law. This Mortgage shall be governed by the laws of the State where the Property is located.

ARTICLE 7.

ALABAMA LAW PROVISIONS

Section 7.01. Alabama Mortgage Foreclosure.

(a) It is the express intention of Mortgagor and Mortgagee that the rights, remedies, powers and authorities conferred upon the Mortgagee pursuant to this Mortgage shall include all rights, remedies, powers and authorities that a mortgagor may confer upon a mortgagee under the Alabama Mortgage Law (AL Code § 35-10-1(2022) et seq.) (herein called the “AML”) and/or as otherwise permitted by applicable law, as if they were expressly provided for herein. In the event that any provision in this Mortgage shall be inconsistent with any provision in the AML, the provisions of the AML shall take precedent over the provisions of this Mortgage, but shall not invalidate or render unenforceable any other provision of this Mortgage that can be construed in a manner consistent with the AML.

(b) Remedies. Upon the occurrence of any Default and at any time thereafter, Mortgagee may exercise any one or more of the following rights and remedies:

(i) Mortgagee may declare all sums secured by this Mortgage immediately due and payable, including any prepayment premium which Mortgagor would be required to pay.

(ii) Mortgagee shall have the right to foreclose this Mortgage in accordance with applicable law judicially or non-judicially.

(iii) 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 collect all the rents and revenues from the Property and apply the proceeds, over and above cost of the receivership, against the sums due under this Mortgage, and to exercise all of the rights with respect to the Property. 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 Mortgage by a substantial amount. Employment by Mortgagee shall not disqualify a person from serving as a receiver.

(iv) Mortgagee shall have any other right or remedy provided in this Mortgage, the Notes, or any other Notes Instruments or agreement delivered by Mortgagor in connection therewith, or available at law, in equity or otherwise.

(v) Each right and remedy provided in this Mortgage or any other Notes Instrument is distinct from all other rights or remedies under this Mortgage or any other Notes Instrument or otherwise afforded by applicable law, and each shall be cumulative and may be exercised concurrently, independently, or successively, in any order. Mortgagor has the right to bring an action to assert the nonexistence of an Event of Default or any other defense of Mortgagor to acceleration and sale.

(c) Foreclosure and Power of Sale. If a Default shall have occurred and be continuing, Mortgagee shall be authorized to take possession of the Property by publication once a week for three (3) consecutive weeks of the time, place, and terms of sale, by publication in some newspaper published in the county where the Property, or a substantial and material part thereof, is located, to sell the same, as a whole or in parcels, in front of the courthouse door of the county where the Property is located, at public outcry, to the highest and best bidder for cash, in order to pay the Obligations and accrued interest thereon. The sale shall be held between the hours of 11:00 a.m. and 4:00p.m. the day designated for the exercise of the power of sale hereunder. Mortgagee may bid and purchase at such sale. The purchaser at any such sale shall be under no obligation to see to the proper application of the purchase money. The aforesaid power of sale is granted in addition to the other remedies provided by law for collection of the Obligations and shall not be exhausted by one exercise thereof but may be exercised until Mortgagee has received full payment of the Obligations.

If at the time of the sale Mortgagee shall deem it best for any reason to postpone or continue said sale for one or more days, Mortgagee may do so, in which event notice of such postponement or continuance shall be made in such manner as the Mortgagee may deem sufficient under the laws of the State of Alabama. At any such public sale, Mortgagee may execute and deliver to the purchaser a conveyance of the Property or any part of the Property in fee simple with full warranty and, to this end, Mortgagor hereby constitutes and appoints Mortgagee as the agent and attorney-in-fact of Mortgagor to make such sale and conveyance, and thereby to divest Mortgagor of all right, title or equity that Mortgagor may have in and to the Property and to vest the same in the purchaser or purchasers at such sale or sales. Said appointment is coupled with an interest and shall be irrevocable. Any recitals contained in the conveyance as to the happening of the default, and such recitals shall be presumptive evidence that all preliminary acts prerequisite to said sale and deed were in all things duly complied with, and said recitals shall be conclusive against Mortgagor.

Upon any public sale pursuant to the aforementioned power of sale and agency, the proceeds of said sale shall be applied as provided by law. In the event that such proceeds are insufficient to pay all costs and expenses of sale, Mortgagee may advance such sums as it in its sole and absolute discretion shall determine for the purpose of paying all or any part of such costs and expenses, and all such sums shall be a part of the Obligations, payable on demand with interest at the rate provided in the Notes and the Indentures as applicable upon default.

Mortgagor shall remain liable for any deficiency resulting if the proceeds of sale are inadequate to repay the Obligations.

(i) Notice of Sale of Personal Property. 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.

(ii) Waiver: Election of Remedies. A waiver by either party of a breach of a provision of this Mortgage 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 Mortgage 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 Mortgage.

(iii) Satisfaction of Mortgage. Upon payment of all sums secured by this Mortgage, Mortgagee shall execute a satisfaction (or at Mortgagor's option, an assignment) of this Mortgage and shall surrender this Mortgage and all notes evidencing Obligations secured by this Mortgage to the person or persons legally entitled thereto.

Section 7.02. Date of Notary Acknowledgement. The date of this Mortgage is later than the date of the notary acknowledgement. Although this Mortgage is dated to be effective as of the date first written above, it was actually executed on the date of the notary's acknowledgement.

Section 7.03. Principles of Construction. In the event of any inconsistencies between the terms and conditions of this Article 7 and the terms and conditions of this Mortgage, the terms and conditions of this Article 7 shall control and be binding. If any conflict or inconsistency exists between this Article 7 and the remainder of this Mortgage, this Article 7 shall govern.

[No further text on this page]

IN WITNESS WHEREOF, this Mortgage has been duly executed by the Mortgagor as of the day and year first above written.

COMMUNITY EDUCATION CENTERS, INC.,
a Delaware corporation

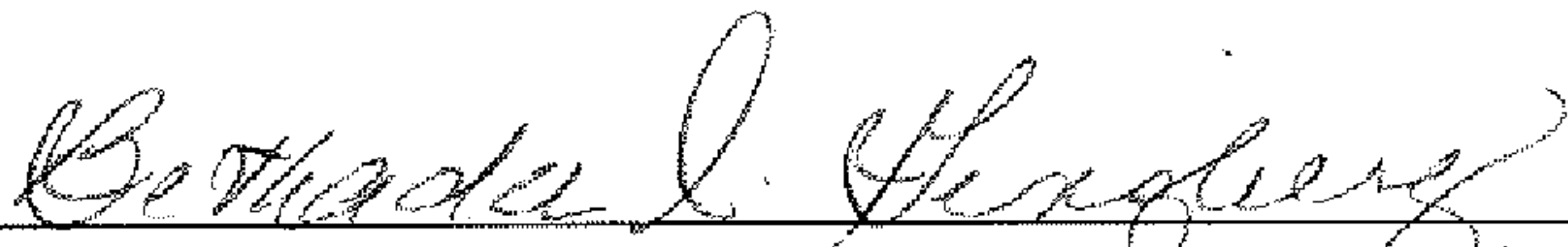
By: 
Name: Brian R. Evans
Title: VP Finance, CFO

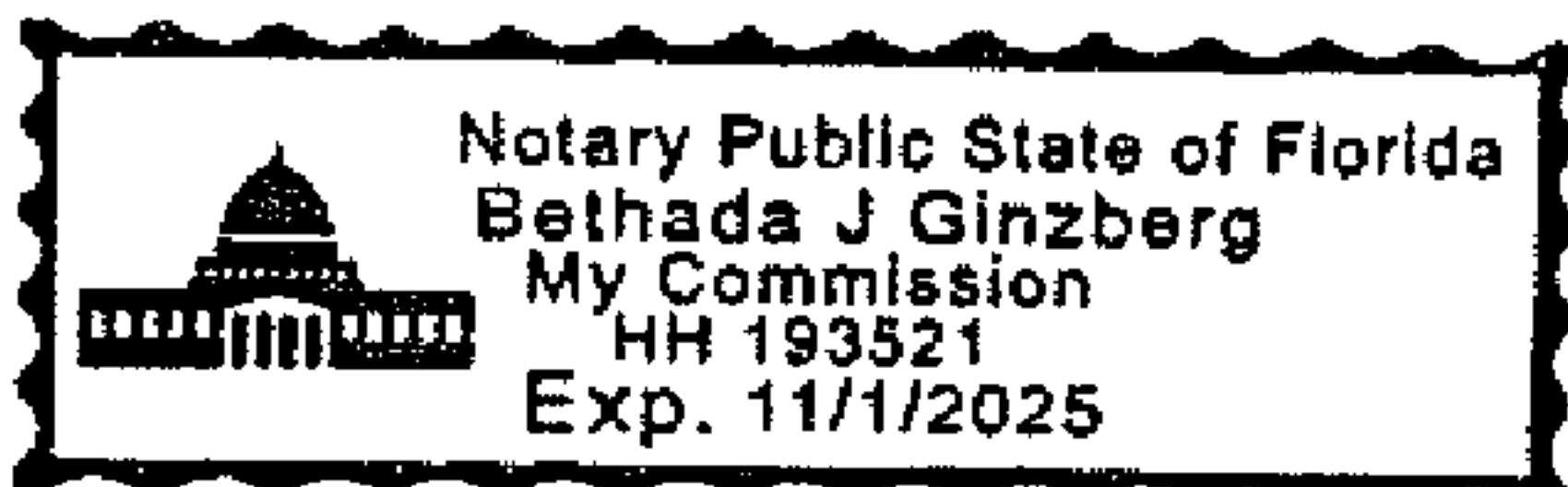
ACKNOWLEDGMENT

STATE OF FLORIDA)
COUNTY OF Palm Beach) ss:

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 3rd day of February, 2023, by Brian R. Evans, VP Finance, CFO of COMMUNITY EDUCATION CENTERS, INC., a Delaware corporation, on behalf of the corporation. He is:

- ☒ personally known to me; or
☐ produced the following identification: _____


NOTARY PUBLIC, STATE OF FLORIDA



Bethada J Ginzberg
(Print, Type or Stamp Commissioned Name of
Notary Public)

Schedule I

Legal Description

Address: 102 and 105 Industrial Parkway, Columbiana, Alabama

PIN: 21-8-27-1-001-002.001 and 21-8-27-1-001-013.000

PARCEL ONE:

COMMENCE AT THE NORTHEAST CORNER OF SECTION 27, TOWNSHIP 21 SOUTH, RANGE 1 WEST; THENCE PROCEED IN A SOUTHERLY DIRECTION ALONG THE EAST BOUNDARY OF SAID SECTION FOR A DISTANCE OF 849.40 FEET TO THE POINT OF INTERSECTION WITH THE NORTHWEST RIGHT OF WAY LINE OF INDUSTRIAL ROAD; THENCE TURN AN ANGLE OF 55 DEGREES 51 MINUTES TO THE RIGHT AND RUN ALONG SAID RIGHT OF WAY FOR A DISTANCE OF 132.92 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE CONTINUE IN THE SAME DIRECTION ALONG SAID RIGHT OF WAY FOR A DISTANCE OF 251.83 FEET TO A POINT; THENCE PROCEED ALONG A CURVE TO THE LEFT (CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 435.14 FEET), CONTINUING ALONG SAID RIGHT OF WAY FOR AN ARC DISTANCE OF 110.30 FEET TO A POINT; THENCE TURN AN ANGLE OF 101 DEGREES 55 MINUTES 24 SECONDS TO THE RIGHT, FROM A TANGENT TO THE CURVE, AND RUN FOR A DISTANCE OF 272 FEET TO A POINT; THENCE TURN AN ANGLE TO 33 DEGREES 59 MINUTES 11 SECONDS TO THE RIGHT AND RUN FOR A DISTANCE OF 90.30 FEET TO A POINT; THENCE TURN AN ANGLE TO 2 DEGREES 00 MINUTES 01 SECONDS TO THE RIGHT AND RUN FOR A DISTANCE OF 60.10 FEET TO A POINT; THENCE TURN AN ANGLE OF 2 DEGREES 11 MINUTES 16 SECONDS TO THE RIGHT AND RUN FOR A DISTANCE OF 225.50 FEET TO A POINT; THENCE TURN AN ANGLE OF 24 DEGREES 28 MINUTES 56 SECONDS TO THE RIGHT AND PROCEED ALONG A CURVE TO THE RIGHT (CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 354.41 FEET) FOR AN ARC DISTANCE OF 227.60 FEET TO A POINT; THENCE TURN AN ANGLE OF 15 DEGREES 20 MINUTES 00 SECONDS TO THE RIGHT FROM A TANGENT TO THE CURVE, AND RUN FOR A DISTANCE OF 40.10 FEET TO A POINT; THENCE TURN AN ANGLE OF 4 DEGREES 56 MINUTES 28 SECONDS TO THE RIGHT AND RUN FOR A DISTANCE OF 125.74 FEET TO A POINT; THENCE TURN AN ANGLE OF 10 DEGREES 43 MINUTES 03 SECONDS TO THE RIGHT AND RUN FOR A DISTANCE OF 117.09 FEET TO A POINT; THENCE TURN AN ANGLE OF 86 DEGREES 17 MINUTES 55 SECONDS TO THE RIGHT AND RUN FOR A DISTANCE OF 121.72 FEET TO A POINT; THENCE TURN AN ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS TO THE LEFT AND RUN FOR A DISTANCE OF 16.00 FEET TO A POINT; THENCE TURN AN ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS TO THE RIGHT AND RUN FOR A DISTANCE OF 434.03 FEET TO THE POINT OF BEGINNING, SAID PROPERTY LYING IN THE NORTHEAST 1/4 OF SECTION 27, TOWNSHIP 21 SOUTH, RANGE 1 WEST.

SITUATED IN SHELBY COUNTY, ALABAMA.

PARCEL TWO:

COMMENCE AT THE NORTHEAST CORNER OF SECTION 27, TOWNSHIP 21 SOUTH, RANGE 1 WEST; THENCE RUN IN A SOUTHERLY DIRECTION ALONG THE EAST LINE OF SECTION 27 FOR A DISTANCE OF 849.27 FEET TO A POINT ON THE NORTHWEST RIGHT-OF-WAY OF

INDUSTRIAL ROAD; THENCE TURN AN ANGLE TO THE RIGHT OF 55 DEGREES 51 MINUTES 35 SECONDS AND RUN IN A SOUTHWESTERLY DIRECTION ALONG THE NORTHWEST RIGHT-OF-WAY FOR A DISTANCE OF 384.75 FEET; THENCE TURN AN ANGLE TO THE LEFT OF 90 DEGREES 00 MINUTES AND RUN IN A SOUTHEASTERLY DIRECTION FOR A DISTANCE OF 80.00 FEET TO A POINT ON THE SOUTHEAST RIGHT-OF-WAY OF INDUSTRIAL ROAD, TO THE POINT OF BEGINNING; FROM SAID POINT OF BEGINNING THUS OBTAINED, THENCE TURN AN ANGLE TO THE RIGHT OF 90 DEGREES 00 MINUTES TO THE TANGENT OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 45 DEGREES 24 MINUTES 53 SECONDS AND A RADIUS OF 355.14 FEET; THENCE RUN IN A SOUTHWESTERLY DIRECTION ALONG THE ARC OF SAID CURVE AND THE SOUTHEAST RIGHT-OF-WAY OF INDUSTRIAL ROAD FOR A DISTANCE OF 281.50 FEET; THENCE TURN AN ANGLE TO THE LEFT FROM THE TANGENT IF EXTENDED TO SAID CURVE OF 44 DEGREES 35 MINUTES 10 SECONDS AND RUN IN A SOUTHEASTERLY DIRECTION FOR A DISTANCE OF 94.43 FEET TO A POINT AT THE INTERSECTION OF THE NORTH RIGHT-OF-WAY OF ALABAMA HIGHWAY NO. 70 AND THE NORTHWEST RIGHT-OF-WAY OF THE SOUTHERN RAILROAD RIGHT-OF-WAY; THENCE TURN AN ANGLE TO THE LEFT OF 90 DEGREES 00 MINUTES AND RUN IN A NORTHEASTERLY DIRECTION ALONG THE NORTHWEST RIGHT-OF-WAY OF THE SOUTHERN RAILROAD FOR DISTANCE OF 523.87 FEET; THENCE TURN AN ANGLE TO THE LEFT OF 89 DEGREES 54 MINUTES 58 SECONDS AND RUN IN A NORTHWESTERLY DIRECTION FOR A DISTANCE OF 200.26 FEET TO A POINT ON THE SOUTHEAST RIGHT-OF-WAY OF INDUSTRIAL ROAD; THENCE TURN AN ANGLE TO THE LEFT OF 90 DEGREES 04 MINUTES 59 SECONDS AND RUN IN A SOUTHWESTERLY DIRECTION ALONG THE SOUTHEAST RIGHT-OF-WAY OF INDUSTRIAL ROAD A DISTANCE OF 271.23 FEET TO THE POINT OF BEGINNING.

SITUATED IN SHELBY COUNTY, ALABAMA.



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
02/16/2023 08:17:14 AM
\$86.00 PAYGE
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Allen S. Bayl