

NOTWITHSTANDING ANYTHING TO THE CONTRARY SET FORTH HEREIN, THE MAXIMUM AMOUNT SECURED BY THIS INSTRUMENT SHALL NOT EXCEED \$45,333,354.00. PURSUANT TO A MORTGAGE PRIVILEGE TAX APPORTIONMENT ORDER ISSUED BY THE ALABAMA DEPARTMENT OF REVENUE ON JULY 27, 2023, THE MORTGAGE PRIVILEGE TAX DUE UPON RECORDING THIS INSTRUMENT IS \$0.

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PREPARED BY, AND AFTER RECORDING  
RETURN TO:

Joshua A. Marcus, Esq.  
LendingOne, LLC  
c/o Sourcepoint, Inc.  
Attn: Team2  
2330 Commerce Pk. Dr. NE, STE 2  
Palm Bay, FL 32905

*Space Above for Recorder's Use*

**COMMERCIAL MORTGAGE, SECURITY AGREEMENT AND FIXTURE FILING**

**THIS MORTGAGE IS FILED AS AND SHALL CONSTITUTE A FIXTURE FILING IN ACCORDANCE WITH THE PROVISIONS OF SECTIONS 7-9A-102(a)(40) AND 7-9A-502 OF THE CODE OF ALABAMA.**

This COMMERCIAL MORTGAGE, SECURITY AGREEMENT AND FIXTURE FILING (“Mortgage” or “Security Instrument”) is entered into as of July 27, 2023, and KNOW ALL MEN BY THESE PRESENTS CHALONS 2 LLC, a Delaware limited liability company, having an address of c/o APL (New York) Corporation, 599 Broadway, 8<sup>th</sup> Floor East, New York, New York 10012 (“Mortgagor”), for the consideration of up to Forty-Five Million Three Hundred Thirty-Three Thousand Three Hundred Fifty-Four and 00/100 Dollars (\$45,333,354.00) and other good and valuable consideration, received to its full satisfaction from LENDINGONE, LLC, a Delaware limited liability company, having its principal place of business at 777 Yamato Road, Suite 510, Boca Raton, Florida 33431 (“Mortgagee”) does hereby give, grant a security interest in, bargain, sell and convey unto the said Mortgagee, its successors and assigns forever, with power of sale, all of Mortgagor’s right, title and interest in and to the following:

(A) All right, title and interest in and to those premises more commonly known as the addresses set forth on the Property Schedule attached as Exhibit 1 under “Mortgaged Properties”, which is more

particularly described in Schedule A (collectively, the “Premises”), which is attached hereto and made a part hereof;

(B) TOGETHER WITH (1) all buildings, structures and improvements owned by Mortgagor of every nature whatsoever now or hereafter situated on the Premises, and (2) all building materials, supplies and other property stored at or delivered to the Premises or any other location for incorporation into the improvements located or to be located on the Premises, and all fixtures, machinery, appliances, equipment, furniture and personal property of every nature whatsoever now or hereafter owned by the Mortgagor and located in or on, or attached to, and used or intended to be used in connection with, or with the operation of, or the occupancy of, the Premises, buildings, structures or other improvements, or in connection with any construction being conducted or which may be conducted thereon, and owned by Mortgagor, and all extensions, additions, improvements, betterments, renewals, substitutions and replacements to any of the foregoing, and all of the right, title and interest of Mortgagor in and to such personal property which, to the fullest extent permitted by law, shall be conclusively deemed fixtures and a part of the real property encumbered hereby (for the avoidance of doubt, excluding any of the same that are owned by tenants under leases) (the “Improvements”);

(C) TOGETHER WITH (1) all estate, right, title and interest of Mortgagor, of whatever character, whether now owned or hereafter acquired, in and to (a) all streets, roads and public places, open or proposed, in front of or adjoining the Premises, and the land lying in the bed of such streets, roads and public places, and (b) all other sidewalks, alleys, ways, passages, strips and gores of land adjoining or used or intended to be used in connection with any of the property described in paragraphs (A) and (B) hereof, or any part thereof; and (2) all water courses, water rights, easements, rights-of-way and rights of use or passage, public or private, and all estates, interest, benefits, powers, rights (including, without limitation, any and all lateral support, drainage, slope, sewer, water, air, mineral, oil, gas and subsurface rights), privileges, licenses, profits, rents, royalties, tenements, hereditaments, reversions and subreversions, remainders and subremainders and appurtenances whatsoever in any way belonging, relating or appertaining to any of the property described in paragraphs (A) and (B) hereof, or any part thereof, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by the Mortgagor; and

(D) TOGETHER WITH (a) all estate, right, title and interest of Mortgagor of, in and to all judgments, insurance proceeds, awards of damages and settlements hereafter made resulting from condemnation proceedings or the taking of the property described in paragraphs (A), (B) and (C) hereof or any part thereof under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to the property described in paragraphs (A), (B) or (C) hereof or any part thereof, or to any rights appurtenant thereto, and all proceeds of any sales or other dispositions of the property described in paragraphs (A), (B) or (C) hereof, or any part thereof; and Mortgagee is hereby authorized to collect and receive said awards and proceeds and to give proper receipts and acquaintances therefor, and (if it so elects) to apply the same, after deducting therefrom any expenses incurred by Mortgagee in the collection and handling thereof, toward the payment of the indebtedness and other sums secured hereby, notwithstanding the fact that the amount owing thereon may not then be due and payable; and (b) all contract rights, general intangibles, governmental permits, licenses and approvals, actions and rights in action, including without limitation all rights to insurance proceeds and unearned premiums, arising from or relating to the property described in paragraphs (A), (B) and (C) above; and (c) all proceeds, products, replacements additions, substitutions, renewals and accessions of and to the property described in paragraphs (A), (B) and (C).

All of the property described in paragraphs (A), (B), (C) and (D) above, and each item of property therein described, is herein referred to as the “Mortgaged Property.” Notwithstanding anything to the contrary contained herein, in no event shall the Mortgaged Property include any Other Property.

TO HAVE AND TO HOLD the above granted and bargained Mortgaged Property, with the appurtenances thereof, unto it, Mortgagee, its successors and assigns forever, to it and their own proper use and behoof. And also, Mortgagor does for itself, its successors and assigns forever, covenant with the said Mortgagee, its successors and assigns, that at and until the ensealing of these presents, they are well seized of the Mortgaged Property as a good indefeasible estate in FEE SIMPLE; and have good right to bargain and sell the same in manner and form as is above written; and that the same is free and clear of all encumbrances whatsoever.

AND FURTHERMORE, Mortgagor does by these presents bind itself, its legal representatives and its successors and assigns forever to WARRANT AND DEFEND the above granted and bargained Mortgaged Property to Mortgagee, its successors and assigns, against all claims and demands whatsoever.

### **THE CONDITION OF THIS MORTGAGE IS SUCH THAT:**

WHEREAS, Mortgagor is indebted to Mortgagee by virtue of a commercial loan transaction (the “Loan”) in the sum of Forty-Five Million Three Hundred Thirty-Three Thousand Three Hundred Fifty-Four and 00/100 Dollars (\$45,333,354.00) as evidenced by that certain Commercial Promissory Note in the principal amount of up to Forty-Five Million Three Hundred Thirty-Three Thousand Three Hundred Fifty-Four and 00/100 Dollars (\$45,333,354.00) (the “Note”) dated as of the date of this Mortgage executed by Mortgagor and delivered to Mortgagee, and which Loan is made pursuant to that certain Portfolio Loan Agreement, dated as of the date hereof, between Mortgagor and Mortgagee (as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time, the “Loan Agreement”);

WHEREAS, the terms and repayment of such obligations of Mortgagor are set forth in the Note;

WHEREAS, to secure payment and performance of the indebtedness and obligations represented by the Note, Mortgagor is hereby executing this Mortgage in favor of Mortgagee, its successors and assigns forever;

WHEREAS, Mortgagor represents and warrants that it has full power and authority to execute and deliver the Note, this Mortgage, and all other documents, agreements and instruments required of it by Mortgagee in connection with the making of the Loan (the Note, this Mortgage, and all such other documents, agreements and instruments executed and delivered by Mortgagor in connection with the Loan being sometimes collectively referred to herein as the “Loan Documents”). Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Loan Agreement.

NOW, THEREFORE, Mortgagor hereby covenants and agrees with Mortgagee as follows:

## **ARTICLE 1. COVENANTS OF THE MORTGAGOR**

### **1.1 Performances of Loan Documents.**

Mortgagor shall cause to be performed, observed and complied with all provisions hereof, of the Note and each of the Loan Documents, and will promptly pay to Mortgagee the principal, with interest thereon, and all other sums required to be paid by Mortgagor under the Note and pursuant to the provisions of this Mortgage and of the Loan Documents when payment shall become due (the entire principal amount of the Note, all accrued interest thereon and any other amounts due at any time under this Mortgage or the other Loan Documents described being referred to herein as the “Indebtedness”). This Mortgage also encumbers all obligations with respect to all future advances and other obligations that Mortgagor may agree to pay and/or perform (whether as principal, surety or guarantor) for the benefit of Mortgagee, its



agents, successors and/or assigns, when such future advance or obligation is evidenced by a writing which recites that it is secured by this Mortgage.

## 1.2 General Representation, Covenants and Warranties.

Mortgagor represents and covenants the following:

**1.2.1** Mortgagor is now able to meet its debts as they mature, the fair market value of its assets exceeds its liabilities and no bankruptcy or insolvency case or proceeding is pending or contemplated by or against the Mortgagor;

**1.2.2** All reports, statements and other data furnished by Mortgagor to Mortgagee in connection with the Loan are true, correct and complete in all material respects and do not omit to state any fact of circumstance necessary to make the statements contained therein not misleading;

**1.2.3** This Mortgage, the Note and all other Loan Documents are legal, valid and binding obligations of Mortgagor enforceable in accordance with their respective terms and the execution and delivery thereof do not contravene any contract or agreement to which Mortgagor is a party or by which Mortgagor may be bound and do not contravene any law, order, decree, rule or regulation to which Mortgagor is subject;

**1.2.4** There are no actions, suits or proceedings pending, or to the knowledge of Mortgagor threatened, against or affecting Mortgagor or any part of the Mortgaged Property;

**1.2.5** All costs arising from construction of any improvements and the purchase of all equipment located on the Mortgaged Property that have been incurred prior to the date of this Mortgage will be paid and discharged at or before their delinquency;

**1.2.6** The Mortgaged Property has frontage on, and direct access or an easement for, ingress and egress to the street(s) described in any survey submitted to Mortgagee;

**1.2.7** Electric, sewer, water facilities and any other necessary utilities are, or will be, available in sufficient capacity to service the Mortgaged Property satisfactorily during the term of the Note, and any easements necessary to the furnishing of such utility service by Mortgagor have been or will be obtained and duly recorded (evidence satisfactory to Mortgagee that all utility services required for the use, occupancy and operations of the Mortgaged Property shall be provided to Mortgagee promptly upon Mortgagee's request);

**1.2.8** There has not been, is not presently and will not in the future be any activity conducted by Mortgagor or, to Mortgagor's knowledge, any tenant at or upon any part of the Mortgaged Property that has given or will give rise to the imposition of a lien on any part of the Mortgaged Property other than (i) Permitted Indebtedness (as defined in Section 3.1.10.21 of the Loan Agreement) and Permitted Liens (as defined below). To the extent that Mortgagor has knowledge of any activity conducted by any tenant at or upon any part of the Mortgaged Property in violation of this Section 1.2.8, Mortgagor shall use commercially reasonable efforts to cause such tenant to remove any such lien in accordance with the applicable lease terms. "**Permitted Liens**" shall mean, collectively, (a) the liens and security interests created by the Loan Documents, (b) all liens, encumbrances and other matters listed as exceptions in Mortgagee's loan policy of title insurance with respect to the Mortgaged Property, (c) taxes or assessments imposed by any governmental authority, in each case which are either (i) not yet due or delinquent or (ii) being contested in good faith and by appropriate proceedings in accordance with the terms and provisions of the other Loan Documents, (d) all liens created or incurred in connection with Permitted Indebtedness,

(e) easements, restrictions, covenants, reservations, rights-of-way and other similar matters entered into in the ordinary course of business which do not have a material adverse effect on the use or operation of the Mortgaged Property, or (f) such other customary permitted debt or title and survey exceptions as Mortgagee has approved or may approve in writing in Mortgagee's reasonable discretion or which are expressly permitted under the Loan Documents;

**1.2.9** Mortgagor is not in default under the terms of any instrument evidencing or securing any indebtedness of Mortgagor, and there has occurred no event which would, if uncured or uncorrected, constitute a default under any such instrument with the giving of notice, or the passage of time or both; and

**1.2.10** Mortgagee has legal capacity to enter into the Loan and to execute and deliver the Loan Documents, and the Loan Documents have been duly and properly executed on behalf of Mortgagor.

### **1.3 Compliance with Laws; Permits; Notice.**

Mortgagor warrants that, to its knowledge, the Mortgaged Property complies with all applicable restrictive covenants, applicable zoning, wetlands and subdivision ordinances and building codes, all applicable health and environmental laws and regulations and all other applicable laws, statutes, rules, ordinances, codes, and regulations (collectively, "Applicable Laws"), Mortgagor covenants that the Mortgaged Property shall continue to comply with all Applicable Laws in all material respects, and Mortgagor has not received any notice that Mortgaged Property is not in compliance with any Applicable Laws, unless such non-compliance, if any, has been cured. If Mortgagor receives notice from any federal, state or other governmental body that it is not in compliance with any such laws, statutes, rules, ordinances, codes and regulations, Mortgagor shall provide Mortgagee with a copy of such notice promptly. Mortgagor agrees to comply in all material respects with all Applicable Laws in connection with the construction and development of the Mortgaged Property. Mortgagor has or will obtain all licenses, permits, authorizations, consents and approvals necessary for the construction and development of the Mortgaged Property, and, to the extent the foregoing have been received, all such licenses, permits, authorizations, consents and approvals are in full force and effect and all appeal periods have expired. Unless required by Applicable Law or unless Mortgagee has otherwise agreed in writing, Mortgagor shall not allow changes in the nature of the occupancy for which the Premises were intended at the time this Mortgage was executed. Mortgagor shall not initiate or acquiesce in a change in the zoning classification of the Mortgaged Property without Mortgagee's prior written consent. Mortgagor warrants and represents that its use, and the use by any of its tenants, of the Mortgaged Property is in accordance and compliance with the terms and conditions of any and all Applicable Laws that may be applicable to the Mortgaged Property, including, without limitation, all federal, state and local laws, ordinances, rules and regulations regarding hazardous and toxic materials and that Mortgagor shall maintain and continue such compliance and shall require and ensure its tenants' compliance with the same. Mortgagor shall maintain or shall cause their agent to maintain in its possession, available for the inspection of the Mortgagee, and shall deliver to the Mortgagee, upon five (5) Business Days' request, evidence of compliance with all such requirements in Mortgagee's or such agent's possession. Mortgagor hereby indemnifies and holds Mortgagee free of and harmless from and against any and all claims, demands, damages or liabilities that Mortgagee may incur with regard to any failure of the Mortgaged Property to comply with Applicable Law.

### **1.4 Taxes and Other Charges.**

#### **1.4.1 Impositions.**

Subject to the provisions of Section 1.4, Mortgagor shall pay before the date due, all ad valorem real property taxes, personal property taxes, assessments, water and sewer rates and charges, license fees, all charges that may be imposed for the use of vaults, chutes, areas and other space beyond the lot line and abutting the public sidewalks in front of or adjoining the Premises, and all other governmental levies and charges (each, an “Imposition” and collectively, the “Impositions”), of every kind and nature whatsoever, general and special, ordinary and extraordinary, foreseen and unforeseen, which shall be assessed, levied, confirmed, imposed or become a lien upon or against the Mortgaged Property or any part thereof, of which shall become payable with respect thereto. Mortgagor shall deliver to Mortgagee, within twenty (20) days after the end of each calendar quarter, the original or a true photostatic copy of the official receipt evidencing such payment or other proof of payment of the Impositions or any assessment for local improvements (each, an “Assessment” and collectively, the “Assessments”) made during such calendar quarter satisfactory to Mortgagee. Notwithstanding the foregoing, any obligation of Mortgagor to pay ad valorem real property taxes or deliver evidence of such payment under this Section 1.4.1 shall be deemed satisfied if Mortgagor is making payments of IAI Deposits for ad valorem real property taxes in accordance with Section 3.1.15 of the Loan Agreement sufficient to pay the applicable IAI prior to the date such IAI is due.

#### **1.4.2 Insurance.**

**1.4.2.1** Mortgagor shall keep all buildings erected on or to be erected on the Mortgaged Property insured against loss by fire and such other hazards as the Mortgagee may require and Mortgagor shall obtain and maintain insurance with respect to other insurable risks and coverage relating to the Mortgaged Property including, without limitation, fire builder’s risk, worker’s compensation, physical damages, loss of rentals or business interruption, earthquake (if applicable), and liability insurance, all such insurance to be in such sums and upon such terms and conditions as Mortgagee reasonably may require, with loss proceeds by the terms of such policies made payable to Mortgagee as its interest may appear. Mortgagor covenants that all property insurance premiums shall be paid prior to the date on which such policy could be cancelled for non-payment. If any portion of the Mortgaged Property is in an area identified by any federal governmental authority as having special flood hazards, and flood insurance is available, a flood insurance policy meeting the current guidelines of the Federal Insurance Administration shall be in effect with a generally acceptable insurance carrier, in an amount representing coverage not less than the least of (1) the outstanding principal balance of the Loan, (2) the full insurable value of the Mortgaged Property, and (3) the maximum amount of insurance available under the Flood Disaster Protection Act of 1973, as amended. All such insurance policies shall contain a standard mortgagee clause naming Mortgagee and its successors and assigns as their interests may appear as beneficiary, and, to the extent such provision is available, may not be reduced, terminated, or canceled without thirty (30) days’ prior written notice to Mortgagee. Notwithstanding anything to the contrary contained herein or in the other Loan Documents, the insurance policies described in this Section 1.4.2.1 may be maintained by Mortgagor and/or any of its Affiliates on a “blanket” or portfolio-wide basis covering the Mortgaged Property and any other property owned by such Affiliates, the premiums for such “blanket” or portfolio-wide insurance policies shall be allocated on a lot-by-lot or property-by-property basis, and in no event shall such “blanket” or portfolio-wide insurance policies be required to provide coverage for all such property exceeding (i) prior to May 1, 2023, \$10,000,000.00 in the aggregate and \$10,000,000.00 per occurrence, and (ii) from and after May 1, 2023, \$20,000,000.00 in the aggregate and \$10,000,000.00 per occurrence.

**1.4.2.2** Such insurance companies shall be duly qualified as such under the laws of the states in which the Mortgaged Property is located, duly authorized and licensed in such states to transact the applicable insurance business and to write the insurance provided, and companies whose claims paying ability is rated in the two highest rating categories by A.M. Best with respect to hazard and flood insurance. Such insurance shall be in amounts not less than the greater of: (i) the outstanding principal balance of the



Loan, or (ii) the amount necessary to avoid the operation of any co-insurance provisions with respect to the Premises.

**1.4.2.3** All such policies shall provide, to the extent available, for a minimum of thirty (30) days prior written cancellation notice to Mortgagee. Mortgagee, promptly upon its request to Mortgagor, shall receive copies of all such policies and all other policies that may be procured insuring said Mortgaged Property, the same to be delivered, to Mortgagee at its office and copies of all renewal policies to be delivered and evidence of premiums paid to Mortgagee at its office before the expiration of the old policies, and Mortgagor agrees that upon failure to maintain the insurance as above stipulated (including renewals thereof) or pay the premiums allocated to the Mortgaged Property, Mortgagee may, without obligation to do so, procure such insurance and pay the premiums therefor and all sums so expended shall immediately be paid by Mortgagor and unless so paid, shall be deemed part of the Indebtedness secured hereby and shall bear interest at the rate set forth in the Note, and thereupon the entire principal sum unpaid, including such sums as have been paid for premiums of insurance as aforesaid, and any and all other sums which shall be payable hereunder shall become due and payable forthwith at the option of Mortgagee, anything herein contained to the contrary notwithstanding. In case of loss and payment by any insurance company following any casualty or any condemning authority following any condemnation of all or part of the Mortgaged Property, (a) if the loss (in the case of a casualty) or the condemnation award (in the case of a condemnation) is in an aggregate amount less than fifteen percent (15%) of the allocated loan amount for such affected property (as set forth in Exhibit A to Schedule 3 of the Loan Agreement), the amount of insurance proceeds or condemnation award received shall be paid directly to Mortgagor and shall be used by Mortgagor for rebuilding or restoring the property, or (b) if the loss (in the case of a casualty) or condemnation award (in the case of a condemnation) is in an aggregate amount equal to or greater than fifteen percent (15%) of the allocated loan amount for such affected property (as set forth in Exhibit A to Schedule 3 to the Loan Agreement), Mortgagee shall provide such funds to Mortgagor for rebuilding and restoring the affected property if: (i) in the reasonable judgment of Mortgagee, the damaged or affected property can be restored within twelve (12) months thereafter, and at least six (6) months before the Maturity Date, and in the case of a casualty, prior to the expiration of the rental or business interruption insurance with respect thereto, to substantially the same condition and economic value and viability immediately prior to such casualty or condemnation, as may reasonably be adjusted for any loss of usable area of such property in the event of a condemnation, (ii) the amount of insurance proceeds or condemnation award received by Mortgagor shall be sufficient, in Mortgagee's reasonable judgment, to pay the cost of such restoration, and, if not, Mortgagor shall have deposited with Mortgagee the amount of any shortfall, and (iii) no Event of Default shall have occurred and be then continuing, provided that if any of clauses (i), (ii) and (iii) fail to be satisfied, Mortgagee shall apply such funds to the Indebtedness secured hereby (without any prepayment penalty, premium or fee).

**1.4.2.4** Mortgagor has not engaged in and shall not engage in any act or omission that would impair the coverage of any such policy, the benefits of the endorsement provided for herein, or the validity and binding effect of either including, without limitation, no unlawful fee, commission, kickback, or other unlawful compensation or value of any kind has been or will be received, retained, or realized by any attorney, firm, or other person, and no such unlawful items have been received, retained, or realized by Mortgagor.

**1.4.2.5** No action, inaction, or event has occurred and no state of facts exists or has existed that has resulted or will result in the exclusion from, denial of, or defense to coverage under any applicable special hazard insurance policy or bankruptcy bond, irrespective of the cause of such failure of coverage.

Notwithstanding anything to the contrary contained in this Section 1.4.2, any obligation of Mortgagor to pay property insurance premiums or deliver evidence of such payment under this Section 1.4.2 shall be deemed satisfied if Mortgagor is making payments of IAI Deposits for such property

insurance premiums in accordance with Section 3.1.15 of the Loan Agreement sufficient to pay the applicable IAI prior to the date such IAI is due.

**1.4.3 Intentionally Omitted.**

**1.4.4 Late Charge.**

Section 7 of the Note is hereby incorporated by reference as though fully stated herein.

**1.4.5 Proof of Payment.**

Upon request of Mortgagee, Mortgagor shall deliver to Mortgagee, within twenty (20) days after the due date of any payment required in this Section 1.4, proof of payment satisfactory to Mortgagee.

**1.5 Condemnation.**

Subject to Section 1.4.2.3, Mortgagee shall be entitled to all compensation awards, damages, claims, rights of action and proceeds of, or on account of, any damage or taking through condemnation, eminent domain or the like, and Mortgagee is hereby authorized, at its option, to commence, appear in and prosecute in its own or Mortgagor's name any action or proceeding relating to any such condemnation, taking or the like and to settle or compromise any claim in connection therewith. Subject to Section 1.4.2.3, Mortgagee shall apply such amounts it collects pursuant to this Section 1.5, in the manner set forth in the Note, to the reduction of the Indebtedness.

**1.6 Care of Mortgaged Property; Demolition and Alteration.**

Mortgagor shall (a) maintain the Mortgaged Property in good condition and repair, ordinary wear and tear excepted; (b) not commit or suffer any intentional waste of the Mortgaged Property (except as replaced with collateral of equal or higher utility or value, and except for removal of obsolete items no longer required for the operation of the Mortgaged Property or due to any damage caused by a fire or other casualty), and shall comply with or cause to be complied with in all material respects, all statutes, laws, rules, ordinances and requirements of any governmental authority relating to the Mortgaged Property; and (c) promptly repair, restore, replace or rebuild any part of the Mortgaged Property now or hereafter subject to the lien of this Mortgage that may be damaged or destroyed by any casualty whatsoever or which may be affected by any proceeding of the character referred to in Section 1.5. Mortgagor shall complete and pay for, within a reasonable time and in strict accordance with the related Loan Agreement, if applicable, any structure in the process of construction on the Mortgaged Property at any time during the term of the Loan; and Mortgagor shall not initiate, join in, or consent to any change in any private restrictive covenants, or private restrictions, limiting or defining the uses that may be made of the Mortgaged Property or any part thereof, without the prior written consent of Mortgagee. Mortgagor agrees that, other than in connection with the related plans and specifications, if applicable, no building or other property now or hereafter covered by the lien of this Mortgage shall be removed, demolished, or materially altered, without the prior written consent of Mortgagee, except that Mortgagor shall have the right, without such consent, to remove and dispose of, free from the lien of this Mortgage, such equipment as from time to time may become worn out or obsolete, provided that simultaneously with or prior to such removal any such equipment shall be replaced with other equipment of value at least equal to that of the replaced equipment and free from any title retention or security agreement or other encumbrance, and by such removal and replacement Mortgagor shall be deemed to have subjected such equipment to the lien of this Mortgage.

**1.7 Intentionally Omitted.**

**1.8 Further Assurance.**



**1.8.1** At any time and from time to time promptly after Mortgagee's request, Mortgagor shall make, execute/re-execute and deliver, or cause to be made, executed/re-executed and delivered, to Mortgagee and, where appropriate, shall cause to be recorded or filed, and from time to time thereafter to be re-recorded and refilled, at such time and in such offices and places as shall be deemed desirable by Mortgagee, any and all such further mortgages, instruments or further assurance, certificates and such other documents, and perform such other acts and things as Mortgagee reasonably may consider necessary or desirable in order to effectuate, complete or perfect, or to continue and preserve, the obligations of Mortgagor under the Note and this Mortgage, of lien of this Mortgage as a lien upon all of the Mortgaged Property, and unto all and every person or persons deriving any estate, right, title or interest under this Mortgage. Upon any failure by Mortgagor to do so within ten (10) Business Days after Mortgagee's request, Mortgagee may make, execute, record, file, re-record or refile any and all such mortgages, instruments, certificates and documents for and in the name of Mortgagor, and Mortgagor hereby irrevocably appoints Mortgagee the agent and attorney-in-fact of Mortgagor to do so.

**1.8.2** In the event of any miscalculation, misapplication or error in payment or collections of monies at closing, Mortgagor agree to correct the same promptly upon request.

**1.8.3** Each request by Mortgagee pursuant to Section 1.8 shall receive full cooperation and compliance by Mortgagee by execution or re-execution (as the case may be) and delivery at Mortgagee's office located in Palm Bay, Florida or such other location within the State of Delaware as Mortgagee may designate within ten (10) Business Days of Mortgagee's making such request.

## **1.9 Uniform Commercial Code Security Agreement and Fixture Filing.**

This Mortgage is intended to be a security agreement, financing statement, and fixture filing that is to be filed for record in the real estate records pursuant to the Uniform Commercial Code in effect from time to time in the State in which the Property is located for any of the goods specified above in this Mortgage as part of the Mortgaged Property which, under applicable law, may be subject to a security interest pursuant to the Uniform Commercial Code and Mortgagor hereby agrees to execute and deliver any additional financing statements covering said goods from time to time and in such form as Mortgagee may require to perfect a security interest with respect to said goods. Mortgagor shall pay all reasonable out-of-pocket costs of filing such financing statements and renewals and releases thereof and shall pay all reasonable out-of-pocket costs and expenses of any record searches for financing statements that Mortgagee may reasonably require. Mortgagor acknowledges that one or more Uniform Commercial Code financing statements may be filed in the applicable office(s) of the applicable state(s) for purposes of perfecting the security interests created in this Mortgage. Such financing statements may describe as the collateral covered thereby "all assets of each debtor" or words to that effect, notwithstanding that such collateral description may be broader in scope than the collateral described herein. Without the prior written consent of Mortgagee, Mortgagor shall not create or suffer to be created, pursuant to the Uniform Commercial Code, any other security interest in said goods, including replacements and additions thereto, other than Permitted Liens. Upon Mortgagor's breach of any covenant or agreement of Mortgagor contained in this Mortgage, including the covenants to pay when due all sums secured by this Mortgage, Mortgagee shall have the remedies of a secured party under the Uniform Commercial Code and, at Mortgagee's option, may also invoke the remedies permitted by applicable law as to such goods.

**AS IT IS RELATED HERETO:**

**DEBTOR IS:**

**Chalons 2 LLC**

c/o APL (New York) Corporation  
 599 Broadway, 8<sup>th</sup> Floor East  
 New York, New York 10012  
 Attention: Geoffrey Kristof

**SECURED PARTY IS:**

LendingOne, LLC  
 777 Yamato Road, Suite 510  
 Boca Raton, Florida 33431  
 Attention: Legal

Mortgagor represents, covenants, and warrants that as of the date hereof as follows: Mortgagor's full, correct, and exact legal name is set forth immediately above in this Section 1.9. Mortgagor is an organization of the type and incorporated in, organized, or formed under the laws of the state specified in the introductory paragraph to this Mortgage. In the event of any change in name or identify of Mortgagor, Mortgagor hereby authorizes Mortgagee to file such Uniform Commercial Code forms as are necessary to maintain the priority of Mortgagee's lien upon the Mortgaged Property which may be deemed personal property or fixtures, including future replacement thereof, which serves as collateral under this Mortgage.

**1.10 Lease Covenants.**

Each and every covenant on the part of Mortgagor contained in any assignment of lessor's interest in leases or any assignment of rents, royalties, issues, revenues, profits, income or other benefits made collateral hereto is made an obligation of Mortgagor hereunder as if fully set forth herein.

**1.11 After-Acquired Property.**

To the extent permitted by and subject to applicable law, the lien of this Mortgage will automatically attach, without further act, to all after-acquired property located in, on, or attached to, or used, or intended to be used, in connection with, or with the renovation of, the Mortgaged Property or any part thereof, other than Other Property; provided, however, that, within ten (10) Business Days after request of Mortgagee, Mortgagor shall execute and deliver such instrument or instruments as shall reasonably be requested by Mortgagee to confirm such lien, and if Mortgagor fails to do so within such ten (10) Business Day period, Mortgagor hereby appoints Mortgagee its attorney-in-fact to execute all such instruments, which power is coupled with an interest and is irrevocable. "Other Property" shall mean any property securing an Other Loan. "Other Loans" shall mean any loans, obligations, liabilities or indebtedness, other than the Loan, that are originally made by LendingOne, LLC or any of its Affiliates that are secured in whole or in part by single family rental real property, regardless of whether LendingOne, LLC or any such Affiliate of LendingOne, LLC retains any interest in the Loan or in any such Other Loan.

**1.12 Expenses.**

Unless otherwise agreed in writing, Mortgagor will pay when due and payable all origination fees, application fees, underwriting fees, out-of-pocket document preparation and title review fees, appraisal fees, recording fees, taxes, brokerage fees and commissions, abstract fees, title policy fees, escrow fees, attorney's fees, court costs, fees of inspecting architect(s) and engineers(s) and all other costs and expenses of every character assessed by Mortgagee against Mortgagor, which have been reasonably incurred or which may hereafter be reasonably incurred by Mortgagee in connection with: (a) the preparation and execution of the Loan Documents; (b) the closing and funding of the Loan; (c) in the event an Event of Default occurs hereunder or under the Note or any other Loan Documents, the enforcement under the Note or foreclosure under this Mortgage, preparation for enforcement of this Mortgage or any other Loan Documents, whether or not suit or other action is actually commenced or undertaken; (d) intentionally

omitted; (e) court or administrative proceedings of any kind of which Mortgagee may be a party, either as plaintiff or defendant, by reason of this Mortgage, Note, or any other Loan Documents; (f) preparation for and actions taken in connection with Mortgagee's taking possession of the Mortgaged Property; (g) negotiations with Mortgagor, its beneficiary, or any of its agents in connection with the existence or cure of any Event of Default or default; (h) any proposal for refinancing by Mortgagor or any other person or entity of the debt secured hereby; (i) the transfer of the Mortgaged Property in lieu of foreclosure; (j) inspection of the Mortgaged Property pursuant to Section 1.15; (k) the approval by Mortgagee of actions taken or proposed to be taken by Mortgagor, its beneficiary, or other person or entity which approval is required by the terms of this Mortgage or any other Loan Documents; and (l) for all other fees due and owing by Mortgagor to Mortgagee in connection with the Loan. Mortgagor will, upon demand by Mortgagee, reimburse Mortgagee for any takeout, for all such expenses that have been incurred or shall be incurred by either of them; and will indemnify and holds harmless Mortgagee from and against, and reimburse it for, the same and for all claims, demands, liabilities, losses, damages, judgments, penalties, out-of-pocket costs and expenses (including, without limitation, reasonable out-of-pocket attorney's fees) that may be imposed upon, asserted against, or incurred or paid by it by reason of, on account of or in connection with any bodily injury or death or property damage occurring in or upon or in the vicinity of the Mortgaged Property through any cause whatsoever or asserted against it on account of any act performed or omitted to be performed hereunder or on account of any transaction arising out of or in any way connected with the Mortgaged Property, or with this Mortgage or the Indebtedness, except that Mortgagee shall not be responsible for the same to the extent resulting from the gross negligence or willful misconduct of Mortgagee, its officers, directors, shareholders, employees and agents.

Notwithstanding the foregoing, Mortgagee acknowledges and agrees that Mortgagor has paid, on the date hereof, all origination fees, application fees and underwriting fees owed under this Section 1.12.

### **1.13 Mortgagee's Performance of Defaults.**

If Mortgagor defaults in the payment of any tax, Assessment, encumbrance or other Imposition or IAI, in its obligation to furnish insurance hereunder, or in the performance or observance of any other covenant, condition, agreement or term in this Mortgage, the Note or in any other Loan Documents after the expiration of applicable notice and cure periods, Mortgagee may, without obligation to do so, to preserve its interest in the Mortgaged Property, perform or observe the same, and all payments made (whether such payments are regular or accelerated payments) and costs and expenses incurred or paid by Mortgagee in connection therewith shall become due and payable immediately. The amounts so incurred or paid by Mortgagee, together with interest thereon at the default rate, as provided in the Note, from the date incurred until paid by Mortgagor, shall be added to the Indebtedness and secured by the lien of this Mortgage to the extent permitted by law. Mortgagee is hereby empowered to enter and to authorize others to enter upon the Mortgaged Property or any part thereof for the purpose of performing or observing any such defaulted covenant, condition, agreement or term, without thereby becoming liable to Mortgagor or any person in possession holding under Mortgagor.

### **1.14 Financial Statements, Books and Records.**

Section 3.1.9 of the Loan Agreement is hereby incorporated by reference as though fully stated herein.

### **1.15 Inspection.**



Section 3.1.7 of the Loan Agreement is hereby incorporated by reference as though fully stated herein.

**1.16 Intentionally Omitted.**

**1.17 Inapplicability of Homestead.**

The Loan is a commercial loan and, therefore, any homestead exemptions are inapplicable to the Mortgagor and in the Mortgaged Property.

**1.18 Environmental Indemnity.**

Mortgagor will have the indemnification obligations set forth in, and subject to the limitations of, the Environmental Indemnity Agreement (Substances Indemnity Agreement), dated as of the date of this Mortgage, by and among Mortgagor, Asia Pacific Land (New York) Holdings LLC, a Delaware limited liability company, and Global Orient Finance Ltd., a corporation organized under the laws of the British Virgin Islands, to and for the benefit of Mortgagee, as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time.

**1.19 Future Advances.**

This Mortgage is given for the specific purpose of securing any and all Indebtedness of Mortgagor to Mortgagee in whatever manner such Indebtedness may be evidenced or represented, until this Mortgage is satisfied of record, as well as all future advances made in connection with the Loan, whether such advances are obligatory or are to be made at the option of the Mortgagee, or otherwise, as are made within twenty (20) years from the date hereof, to the same extent as if such future advances were made on the date of the execution of this Mortgage, but such secured Indebtedness shall not exceed at any time the maximum principal sum equal to ten (10) times the amount originally secured, plus interest thereon, and any disbursements made for the payment of taxes, levies, or insurance on the Premises, with interest on such disbursements. Any such future advances, whether obligatory or to be made at the option of the Mortgagee, or otherwise, may be made either prior to or after the due date of the Note or any other Note secured by this Mortgage. All covenants and agreements contained in this Mortgage shall be applicable to all future advances made by Mortgagee to Mortgagor under this future advance clause. Mortgagee shall be under no obligation to make, or cause to be made, any such future advance, and all such future advances shall be at the sole and absolute discretion of Mortgagee.

**1.20 Cross-Default.**

Mortgagor hereby acknowledges and agrees that the occurrence of an “event of default” under the terms and conditions of any Cross-Defaulted Loan of Mortgagor or any Affiliate of Mortgagor, after the expiration of all applicable notice and/or cure periods therefor, shall, at Mortgagee’s sole option, constitute an Event of Default under this Mortgage and a default under the terms and conditions of the Note. An Event of Default under this Mortgage shall, at Mortgagee’s option, constitute an event of default under the terms and conditions of any Cross-Defaulted Loan.

**ARTICLE 2. DEFAULTS**

The term “Event of Default” or “default” wherever used in this Mortgage, shall mean any one or more of the following events:

- 2.1 Failure by Mortgagor to pay any installment of principal and/or interest under the Note within five (5) days after the same becomes due and payable;
- 2.2 The occurrence of an “Event of Default” under the Note or any other Loan Documents;
- 2.3 Section 4.1.2 of the Loan Agreement is hereby incorporated by reference;
- 2.4 Intentionally omitted;
- 2.5 Failure by Mortgagor to pay (a) prior to delinquency, any Imposition or Assessment, (b) within 10 Business Days after Mortgagee’s receipt of notice and demand to cure, other utility charges, or (c) any lien (other than a Permitted Lien) against the Mortgaged Property;
- 2.6 Failure by Mortgagor to keep in force the insurance required in this Mortgage;
- 2.7 Failure by Mortgagor to either deliver copies of, within ten (10) Business Days after request, or maintain, the policies of insurance described in this Mortgage or to pay the premiums for such insurance as provided herein beyond applicable notice and cure periods thereunder;
- 2.8 Failure by Mortgagor to pay prior to delinquency any installment of any Assessment for local improvements for which an official bill has been issued by the appropriate authorities and that may now or hereafter affect the Mortgaged Property;
- 2.9 Intentionally omitted;
- 2.10 The actual waste, removal or demolition of, or material alteration to, any part of the real property and Improvements, except as permitted herein;
- 2.11 Intentionally omitted;
- 2.12 All or a material portion of the Mortgaged Property being taken either temporarily for a period in excess of ninety (90) days, or permanently, through condemnation, eminent domain, or any other taking such that the proceeds therefrom is insufficient to satisfy the Allocated Loan Amount set forth on Exhibit A of the Loan Agreement with respect thereto; provided that such taking shall not be an Event of Default if Mortgagor, within ninety (90) days after such taking, makes a prepayment with respect to the entire portion of the Mortgaged Property that has been taken in accordance with Section 10 of the Note, provided that for such purposes, the outstanding principal balance with respect thereto shall be the outstanding Allocated Loan Amount for such portion and no prepayment premium shall be payable in connection therewith;
- 2.13 Intentionally omitted.
- 2.14 Any representation or warranty of Mortgagor or any guarantor of the Note (“Guarantor”) made herein or in any such guaranty or in any certificate, report, financial statement, or other instrument furnished in connection with the making of the Note, the Mortgage or any such guaranty, shall prove materially false or misleading in any material respect;
- 2.15 Mortgagor makes an assignment for the benefit of its creditors or a petition shall have been filed by Mortgagor under any of the provisions of the United States Bankruptcy Code, as amended, or any other federal or state insolvency or similar law; or such petition shall have been filed against Mortgagor or a receiver shall have been appointed in a debtor’s proceeding for Mortgagor, or any of its property or assets,

or for the Mortgaged Property or any part thereof, and such petition or receivership shall continue unstayed and in effect for a period of ninety (90) days;

**2.16** Intentionally omitted;

**2.17** Mortgagor fails to promptly cure within the Notice and Cure Period (as defined below) any violations of laws or ordinances (other than Permitted Liens) affecting the Mortgaged Property; and

Notwithstanding the foregoing, if Mortgagor shall fail to comply with any agreement, term, covenant, or condition of this Agreement, the Note, or any of the other Loan Documents, other than a default in the payment of monies due and payable to Mortgagee, then an Event of Default shall not be deemed to have occurred, unless such default shall have continued for at least thirty (30) days after Mortgagor's receipt of notice thereof and demand to cure from Mortgagee; provided, however, that in the case of any such non-monetary default which is susceptible to cure but cannot be cured through the exercise of reasonable diligence within thirty (30) days of receipt of notice of such non-monetary default, if Mortgagor commences such cure within the initial thirty (30) day period and diligently prosecutes same to completion, then such period of thirty (30) days shall be extended for such additional period of time as may be reasonably necessary to cure the same, not to exceed an additional forty-five (45) days unless approved by Mortgagee in its sole reasonable discretion (such notice and cure period, the "Notice and Cure Period"). With respect to any default on account of a representation or warranty that is inaccurate or not true and correct in all material respects, to the extent that such inaccuracy or untruth was not intentional, Mortgagor shall have thirty (30) days to remedy such inaccuracy or untruth (so that it is true and complete in all material respects as of a date not later than the expiration of such thirty (30) day period) before such event constitutes an Event of Default hereunder.

### **ARTICLE 3. REMEDIES**

In the event that an Event of Default or default shall have occurred and be continuing, the remedies available to Mortgagee include, but are not limited to, any and all rights and remedies available hereunder or the Note or any other Loan Document, any and all rights and remedies available at law, in equity or by statute. Without limiting the foregoing, the rights and remedies available to Mortgagee during the continuance of an Event of Default shall include, but not be limited to, any one or more of the following:

#### **3.1 Acceleration of Maturity.**

If an Event of Default shall have occurred, Mortgagee may, at its option, declare, upon thirty (30) days written demand and notice, all of the outstanding Indebtedness to be due and payable immediately, and upon such declaration such Indebtedness shall immediately become and be due and payable without any further demand or notice, unless the applicable notice requirements of the State and County in which the Property is located or other municipality provides otherwise. If Mortgagee shall be required under such applicable state, county or other municipal law to provide certain notice to Mortgagor prior to acceleration of the outstanding Indebtedness, then Mortgagee shall provide such notice to Mortgagor in the manner and substance in conformance with all such applicable law. If Mortgagee provides such notice to Mortgagor and if the default is not cured on or before the date specified in the notice, then Mortgagee, at its option, may require immediate payment in full of all sums secured by this Mortgage without further demand, may foreclose this Mortgage by judicial proceeding and may invoke any other remedies set forth herein and permitted by applicable state, county or other municipal law. Mortgagee shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Article 3, including, but not limited to, reasonable attorney's fees and costs of title evidence.

#### **3.2 Mortgagee's Right to Enter and Take Possession.**



If an Event of Default shall have occurred, Mortgagor, upon demand on Mortgagee, shall forthwith surrender to Mortgagee the actual possession of the Mortgaged Property and Mortgagee itself, or by such officers or agents as it may appoint, may enter and take possession of the Mortgaged Property, subject to the rights of tenants and other occupants of the Mortgaged Property, collect and receive the rents and income therefrom, and to apply so much of said rents and income as may be required in the necessary expenses of running said Premises, including reasonable attorney's fees, management agent's fees, and if Mortgagee manages the Premises with its own employees, an amount equal to the customary management agent's fees charged for similar property in the area where the Premises are located, and to apply the balance of said rents and income to the payment of the amounts due upon said Note, or in payment of taxes assessed against the Premises, or both. And for this purpose, and in case of such default, the Mortgagor hereby assigns, transfers, and sets over to the Mortgagee the rents and income accruing from said Premises. Nothing contained in the foregoing provisions shall impair or affect any right or remedy that the Mortgagee might now or hereafter have, were it not for such provisions, but the rights herein given shall be in addition to any others which Mortgagee may have hereunder.

### **3.3 Receiver.**

If an Event of Default shall have occurred, Mortgagee, to the extent permitted by law and without regard to the value or occupancy of the security, shall be entitled to apply for the appointment of a receiver of the rents and profit of the Mortgaged Property without notice, and shall be entitled to the appointment of such a receiver as a matter of right, without consideration of the value of the Mortgaged Property as security for the amounts due Mortgagee, or the solvency of any person or limited liability company liable for the payment of such amounts.

### **3.4 Waiver of Appraisalment, Valuation, Stay, Exemption, and Redemption Laws, etc.; Marshaling.**

Mortgagor agrees to the full extent permitted by law that after an Event of Default neither Mortgagor nor anyone claiming through or under it shall or will set up, claim or seek to take advantage of any appraisalment, valuation, stay, exemption, moratorium, or redemption laws now or hereafter in force, in order to prevent or hinder the enforcement or foreclosure of this Mortgage, and Mortgagor, for itself all who may at any time claim through or under it, hereby waives, to the full extent that it may lawfully so do, any and all right to have the assets comprising the Mortgaged Property marshaled upon any foreclosure hereof.

### **3.5 Suits to Protect the Property.**

Mortgagee shall have the power and authority to institute and maintain any suits and proceedings as Mortgagee may deem advisable in order to (a) prevent any impairment of the Mortgaged Property, (b) foreclose this Mortgage, (c) preserve and protect its interest in the Mortgaged Property, and (d) to restrain the enforcement of, or compliance with, any legislation or other governmental enactment, rule, or order that may be unconstitutional or otherwise invalid, if the enforcement of or compliance with such enactment, rule or order might impair the security hereunder or be prejudicial to Mortgagee's interest.

### **3.6 Proofs of Claim.**

In the case of any receivership, insolvency, bankruptcy, reorganization, arrangement, adjustment, composition or other judicial case or proceedings affecting Mortgagor, its creditors or its property, Mortgagee, to the extent permitted by law, shall be entitled to file such proofs of claim and other documents as may be necessary or advisable in order to have its claims allowed in such case or proceeding for the

entire Indebtedness at the date of institution of such case or proceeding, and for any additional amounts that may become due and payable by Mortgagor after such date.

### **3.7 Application of Monies by Mortgagee.**

After the occurrence and during the continuance of an Event of Default, any monies collected or received by Mortgagee shall be applied in such priority as Mortgagee may determine in its sole and absolute discretion, to such matters including, but not limited to, the payment of compensation, expenses and disbursements of the agents, attorneys and other representatives of Mortgagee, to IAI Deposits (as defined in Section 3.1.15.1 of the Loan Agreement) and any other deposits for Impositions and insurance and insurance premiums due, to the cost of insurance, Impositions, Assessments, other IAIs (as defined in Section 3.1.15.1 of the Loan Agreement) and other charges and to the payment of the Indebtedness.

### **3.8 No Waiver.**

Notwithstanding any course of dealing or course of performance, neither failure nor delay on the part of Mortgagee to exercise any right, power, or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right; power, or privilege.

### **3.9 No Waiver of One Default to Affect Another.**

No waiver of any Event of Default hereunder shall extend to or affect any subsequent or any other Event of Default then existing, or impair any rights, powers or remedies consequent thereon. If Mortgagee (a) grants forbearance or an extension of time for the payment of any of the Indebtedness; (b) takes other or additional security for the payment thereof; (c) waives or does not exercise any right granted in the Note, this Mortgage or any other of the Loan Documents; (d) releases any part of the Mortgaged Property from the lien of this Mortgage or any other Loan Documents or releases any party liable under the Note; (e) consents to the filing of any map, plat or replat of the Premises; (f) consents to the granting of any easement on the Premises; or (g) makes or consents to any agreement changing the terms of this Mortgage or subordinating the lien or any charge hereof, no such act or omission shall release, discharge, modify, change or affect the original liability under this Mortgage or otherwise of Mortgagor, or any subsequent purchaser of the Mortgaged Property or any part thereof or any maker, co-signor, endorser, surety or guarantor. No such act or omission shall preclude Mortgagee from exercising any right, power or privilege herein granted or intended to be granted in case of any Event of Default then existing or of any subsequent Event of Default nor, except as otherwise expressly provided in an instrument or instruments executed by Mortgagee, shall the lien of this Mortgage be altered thereby.

### **3.10 Remedies Cumulative.**

No right, power or remedy conferred upon or reserved to Mortgagee by the Note, this Mortgage or any other Loan Documents is exclusive of any other right, power and remedy, but each and every such right, power and remedy shall be cumulative and concurrent and shall be in addition to any other right, power and remedy given hereunder or under the Note or any other Loan Documents, or now or hereafter existing at law, in equity or by statute.

### **3.11 Interest after Event of Default; Default Rate.**

If an Event of Default has occurred and is continuing, all sums outstanding and unpaid under the Note and this Mortgage shall, at Mortgagee's option, bear interest at the default rate set forth in the Note.

## **ARTICLE 4. MISCELLANEOUS PROVISIONS**

**4.1 Heirs, Successors and Assigns Included in Parties.**

Whenever one of the parties hereto is named or referred to herein, the heirs, successors and assigns of such party shall be included and all covenants and agreements contained in this Mortgage, by or on behalf of Mortgagor or Mortgagee shall bind and inure to the benefit of their respective heirs, successors and assigns, whether so expressed or not.

**4.2 Addresses for Notices, etc.**

**4.2.1** Any notice, report, demand or other instrument authorized or required to be given or furnished under this Mortgage (any of the foregoing, a “Notice”) shall be in writing, and shall be sent by registered or certified mail, postage prepaid, return receipt requested, or delivery by hand or by reputable overnight courier, addressed to the party to be so notified as follows:

**MORTGAGOR:**

Chalons 2 LLC  
c/o APL (New York) Corporation  
599 Broadway, 8<sup>th</sup> Floor East  
New York, New York 10012  
Attention: Geoffrey Kristof

**Copy to:**

Skadden, Arps, Slate, Meagher & Flom, LLP  
One Manhattan West  
New York, New York 10001  
Attention: Audrey Sokoloff and Frank Mangiatordi

**MORTGAGEE:**

LendingOne, LLC  
777 Yamato Road, Suite 510  
Boca Raton, Florida 33431  
Attention: Legal

**4.2.2** Any Notice shall be deemed to have been received: (a) on the date of delivery if such is mailed, if sent by registered or certified mail, (b) on the date of delivery by hand, if delivered during business hours on a business day (otherwise on the next business day), and (c) on the date of delivery one (1) Business Day after deposit with a nationally recognized overnight commercial courier, if sent by a nationally recognized overnight commercial courier, in each case addressed to the parties. Any party may change the address to which any such Notice is to be delivered by furnishing ten (10) days’ written notice of such change to the other parties in accordance with the provisions of this Section 4.2.2 Notices shall be deemed to have been given on the date set forth above, even if there is an inability to actually deliver any Notice because of a changed address of which no Notice was given or there is a rejection or refusal to accept any Notice offered for delivery. Notice for any party may be given by its respective counsel. Additionally, Notice from Mortgagee may also be given by its servicer of the Loan.

**4.3 Headings.**

The headings of the articles, sections, paragraphs and subdivisions of this Mortgage are convenience of reference only, are not to be considered a part hereof and shall not limit or expand or otherwise affect any of the terms hereof.

**4.4 Provisions Subject to Applicable Laws; Severability.**



All rights, powers and remedies provided herein may be exercised only to the extent that the exercise thereof does not violate any law and are intended to be limited to the extent necessary so that they will not render this Mortgage invalid or unenforceable. In the event that any of the covenants agreements, terms or provisions contained in the Note, or in this Mortgage or in any other Loan Documents shall be deemed invalid, illegal or unenforceable in any respect by a court with appropriate jurisdiction, the validity of the remaining covenants, agreements, terms or provisions contained herein or in the Note or in any other Loan Documents shall be in no way affected, prejudiced or disturbed thereby.

#### **4.5 Modification.**

This Mortgage, the Note, and all other Indebtedness are subject to modification; provided, however, neither this Mortgage, nor any term hereof, may be changed, waived, discharged or terminated orally or by any action or inaction, and solely may be made by an instrument in writing signed by the parties hereto.

#### **4.6 Governing Law.**

WITH RESPECT TO MATTERS RELATING TO THE CREATION, PERFECTION AND PROCEDURES RELATING TO THE ENFORCEMENT OF THIS MORTGAGE, THIS MORTGAGE SHALL BE GOVERNED BY, AND BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE IN WHICH THE PROPERTY IS LOCATED (WITHOUT REGARD TO CONFLICT OF LAW PROVISIONS THEREOF THAT WOULD APPLY THE LAWS OF ANOTHER JURISDICTION), IT BEING UNDERSTOOD THAT, EXCEPT AS EXPRESSLY SET FORTH ABOVE IN THIS PARAGRAPH AND TO THE FULLEST EXTENT PERMITTED BY THE LAW OF SUCH STATE, THE LAW OF THE STATE OF NEW YORK (WITHOUT REGARD TO CONFLICT OF LAW PROVISIONS THEREOF THAT WOULD APPLY THE LAWS OF ANOTHER JURISDICTION) SHALL GOVERN ALL MATTERS RELATING TO THIS MORTGAGE AND THE OTHER LOAN DOCUMENTS AND ALL OF THE OBLIGATIONS ARISING HEREUNDER OR THEREUNDER.

#### **4.7 Prejudgment Remedies.**

MORTGAGOR HEREBY REPRESENTS, COVENANTS, AND AGREES THAT THE PROCEEDS OF THE LOAN SECURED BY THIS MORTGAGE, AND EVIDENCED BY THE NOTE AND LOAN AGREEMENT, IF APPLICABLE, SHALL BE USED FOR GENERAL COMMERCIAL PURPOSES AND THAT SUCH LOAN IS A "COMMERCIAL TRANSACTION" AS DEFINED BY THE STATUTES OF THE STATE IN WHICH THE PROPERTY IS LOCATED. MORTGAGOR HEREBY WAIVES SUCH RIGHTS AS IT MAY HAVE TO NOTICE AND/OR HEARING UNDER ANY APPLICABLE FEDERAL OR STATE LAWS PERTAINING TO THE EXERCISE BY MORTGAGEE OF SUCH RIGHTS AS MORTGAGEE MAY HAVE INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SEEK PREJUDGMENT REMEDIES AND/OR TO DEPRIVE MORTGAGOR OF OR AFFECT THE USE OF OR POSSESSION OR ENJOYMENT OF MORTGAGOR'S PROPERTY PRIOR TO THE RENDITION OF A FINAL JUDGMENT AGAINST MORTGAGOR. MORTGAGOR FURTHER WAIVES ANY RIGHT IT MAY HAVE TO REQUIRE THE MORTGAGEE TO PROVIDE A BOND OR OTHER SECURITY AS A PRECONDITION TO OR IN CONNECTION WITH ANY PREJUDGMENT REMEDY SOUGHT BY MORTGAGEE, AND WAIVES ANY OBJECTION TO THE ISSUANCE OF SUCH PREJUDGMENT REMEDY BASED ON ANY OFFSETS, CLAIMS, DEFENSES, OR COUNTERCLAIMS TO ANY ACTION BROUGHT BY MORTGAGEE. FURTHER, MORTGAGOR HEREBY WAIVES, TO THE EXTENT PERMITTED BY LAW, THE BENEFITS OF ALL PRESENT AND FUTURE VALUATION, APPRAISAL, HOMESTEAD, EXEMPTION, STAY, REDEMPTION AND MORATORIUM LAWS.

#### **4.8 Effects of Changes and Laws Regarding Taxation.**

In the event of an enactment of any law deducting from the value of the Mortgaged Property any Mortgage lien thereon, or imposing upon Mortgagee the payment of any or part of the Impositions, charges, or Assessments previously paid by Mortgagor pursuant to this Mortgage, or change in the law relating to the taxation of mortgages, debts secured by mortgages or Mortgagee's interest in the Mortgaged Property so as to impose new incidents of taxes of Mortgagee, then Mortgagor shall (a) pay such Impositions or Assessments or shall reimburse Mortgagee therefor within ten (10) Business Days after written demand by Mortgagor or (b) have the right to effect a release or partial reconveyance of the Mortgaged Property (without any prepayment penalty, premium or fee) in accordance with the terms and conditions set forth in the Loan Agreement; provided that, however, if in the reasonable opinion of counsel to Mortgagee, Mortgagor is not permitted by law to pay such taxes, Impositions or Assessments, and fails to effect a release or partial reconveyance of all affected portions of the Mortgaged Property, then Mortgagee may, at Mortgagee's option, declare, upon one hundred twenty (120) days' prior written demand and notice to Mortgagor, all of the sums secured by this Mortgage to be immediately due and payable (without any prepayment penalty, premium or fee), and Mortgagee may invoke any remedies permitted by Applicable Law. Notwithstanding the foregoing, Mortgagor shall not be obligated to pay any tax under this Section 4.8 accruing from and after any transfer of the Mortgaged Property (but not due to or in connection with such transfer) to Mortgagee, its nominee or its designee by foreclosure, power of sale (if applicable under the laws of the State in which the Mortgaged Property is located), deed-in-lieu of foreclosure or otherwise.

#### **4.9 Purpose of Loan.**

Mortgagor represents and warrants that the proceeds from this Loan are to be used solely for business and commercial purposes and not at all for any personal, family, household, or other noncommercial or farming or agricultural purposes. Mortgagor acknowledges that Mortgagee has made this Loan to Mortgagor in reliance upon the above representation. Said representation will survive the closing until repayment of the Loan.

#### **4.10 Duplicate Originals.**

This Mortgage may be executed in any number of duplicate originals and each such duplicate original shall be deemed to be an original.

#### **4.11 Usury Laws.**

This Mortgage, the Note, and the other Loan Documents are subject to the express condition that at no time shall Mortgagor be obligated or required to pay interest on the debt at a rate that could subject the holder of the Note to either civil or criminal liability as a result of being in excess of the maximum interest rate permitted by Applicable Law. If, by the terms of this Mortgage, the Note, or any other Loan Documents, Mortgagor is at any time required or obligated to pay interest on the debt at a rate in excess of such maximum rate, the rate of interest under the same shall be deemed to be immediately reduced to such maximum rate and the interest payable shall be computed at such maximum rate and all prior interest payments in excess of such maximum rate shall be applied and shall be deemed to have been payments in reduction of the principal balance of the Note.

#### **4.12 Construction.**

This Mortgage and the Note shall be construed without regard to any presumption or other rule requiring construction against the party causing this Mortgage and the Note to be drafted.

#### **4.13 Intentionally Omitted.**

**4.14 Release of Mortgage.**

If all of Mortgagor's obligations under the Loan Documents are paid in full in accordance with the terms of the Loan Documents and all amounts due under the Mortgage and accompanying Loan Documents are paid in full (other than obligations which expressly survive the repayment of the Loan), and no Event of Default then exists under any Loan Document, then this conveyance shall become null and void and be released, and the Mortgaged Property shall be released to Mortgagor. At Mortgagor's request and expense, Mortgagee shall execute and deliver, in recordable form, to Mortgagor or its designee, an instrument releasing this Mortgage of record and Mortgagor shall pay any recordation costs. Mortgagee may charge Mortgagor a fee for its reasonable out-of-pocket costs to release this Mortgage, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

**4.15 Entire Agreement.**

This Mortgage, together with the other Loan Documents executed in connection herewith, constitutes the entire agreement and understanding among the parties relating to the subject matter hereof and supersedes all prior proposals, negotiations, agreements, and understandings relating to such subject matter. In entering into this Mortgage, Mortgagor acknowledge that it is not relying on any representation, warranty, covenant, promise, assurance, or other statement of any kind made by Mortgagee or by any employee or agent of Mortgagee.

**4.16 Post-Closing Compliance.**

Mortgagor agrees, at the request of Mortgagee, to fully cooperate and adjust for clerical errors, omissions that Mortgagor and Mortgagee reasonably agree were inadvertent, mistakes, or corrections required on this Mortgage or any other Loan Documents if deemed necessary or desirable in the reasonable discretion of Mortgagee, and Mortgagor shall only be responsible for the costs and expenses of its own attorney's fees in connection therewith. Mortgagor does hereby so agree and covenant in order to ensure that this Mortgage and all other the Loan Documents will conform and be acceptable in the instance of enforcement, transfer, sale or conveyance by Mortgagee or its interest in and to said Loan documentation.

**4.17 State Specific Provisions.****4.17.1 Principles of Construction.**

In the event of any inconsistencies between the terms and conditions of this Section 4.17 and the terms and conditions of this Mortgage, the terms and conditions of this Section 4.17 shall control and be binding.

**4.17.2 Default; Acceleration; Remedies.**

**4.17.2.1** At any time during the existence of an Event of Default, Mortgagee, at Mortgagee's option, may declare the Indebtedness immediately due and payable without further demand, and may invoke the power of sale and any one or more other remedies permitted by Applicable Law or provided in this Mortgage, the Note or in any other Loan Document. Mortgagor acknowledges that the power of sale granted in this Mortgage may be exercised by Mortgagee without prior judicial hearing. Mortgagee will be entitled to collect all costs and expenses incurred in pursuing such remedies, including attorneys' fees and costs and costs of documentary evidence, abstracts and title reports. Each right and remedy provided in this Mortgage or any other Loan Document is distinct from all other rights or remedies under this Mortgage or any other Loan Document or otherwise afforded by applicable federal, state, and



local laws, ordinances, rules and regulations, 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.

**4.17.2.2** If Mortgagee invokes the power of sale, Mortgagee will mail a copy of a notice of sale to Mortgagor in the manner provided in the Loan Documents. Mortgagee will give notice by publication once a week for three consecutive weeks of the time, place and terms of such sale, together with a description of the Mortgaged Premises to be sold, in a newspaper published in the county or counties in which the Premises to be sold is located, and thereupon will sell the Mortgaged Premises (or such part or parts thereof as the Mortgagee may from time to time elect to sell) to the highest bidder at public auction at the front door of the County Courthouse of the county or counties in which the Premises to be sold are located. The sale will be held between the hours of 11:00 a.m. and 4:00 p.m. on the day designated for the exercise of the power of sale hereunder. Mortgagee may sell the Mortgaged Premises in one or more parcels and in such order as Mortgagee may determine. Mortgagee may postpone sale of all or any parcel of the Mortgaged Premises by public announcement at the time and place of any previously scheduled sale and by re-publication of notice announcing the new sale date. Mortgagee or Mortgagee's designee may purchase the Mortgaged Premises at any sale. Mortgagee shall have the right to become the purchaser at any such sale. In the event of any such sale, the outstanding principal amount of the Loan and the other Indebtedness, if not previously due, shall be and become immediately due and payable without demand or notice of any kind. If the Mortgaged Property is sold for an amount less than the amount outstanding under the Indebtedness, the deficiency shall be determined by the purchase price at the sale or sales. To the extent not prohibited by applicable federal, state, and local laws, ordinances, rules and regulations, Mortgagor waives all rights, claims, and defenses with respect to Mortgagee's ability to obtain a deficiency judgment.

**4.17.2.3** Mortgagor acknowledges and agrees that the proceeds of any sale shall be applied as determined by Mortgagee unless otherwise required by applicable federal, state, and local laws, ordinances, rules and regulations.

**4.17.2.4** In connection with the exercise of Mortgagee's rights and remedies under this Mortgage and any other Loan Document, there shall be allowed and included as Indebtedness: (i) all expenditures and expenses authorized by applicable federal, state, and local laws, ordinances, rules and regulations and all other expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for reasonable legal fees, appraisal fees, outlays for documentary and expert evidence, stenographic charges and publication costs; (ii) all expenses of any environmental site assessments, environmental audits, environmental remediation costs, appraisals, surveys, engineering studies, wetlands delineations, flood plain studies, and any other similar testing or investigation deemed necessary or advisable by Mortgagee incurred in preparation for, contemplation of or in connection with the exercise of Mortgagee's rights and remedies under the Loan Documents; and (iii) costs (which may be reasonably estimated as to items to be expended in connection with the exercise of Mortgagee's rights and remedies under the Loan Documents), of procuring all abstracts of title, title searches and examinations, title insurance policies, and similar data and assurance with respect to title as Mortgagee may deem reasonably necessary either to prosecute any suit or to evidence the true conditions of the title to or the value of the Mortgaged Property to bidders at any sale which may be held in connection with the exercise of Mortgagee's rights and remedies under the Loan Documents. All expenditures and expenses of the nature mentioned in this Section, and such other expenses and fees as may be incurred in the protection of the Mortgaged Property and rents and income therefrom and the maintenance of the lien of this Security Instrument, including the fees of any attorney employed by Mortgagee in any litigation or proceedings affecting this Security Instrument, the Note, the other Loan Documents, or the Mortgaged Property, including bankruptcy proceedings, any foreclosure, or in preparation of the commencement or defense of any proceedings or threatened suit or proceeding, or otherwise in dealing specifically therewith, shall be so

much additional Indebtedness and shall be immediately due and payable by Mortgagor, with interest thereon at the Default Rate until paid.

**4.17.2.5** Any action taken by Mortgagee pursuant to the provisions of this Section shall comply with the laws of the jurisdiction in which the Mortgaged Property is located. Such Applicable Laws shall take precedence over the provisions of this Section, but shall not invalidate or render unenforceable any other provision of any Loan Document that can be construed in a manner consistent with any applicable federal, state, and local laws, ordinances, rules and regulations. If any provision of this Security Instrument shall grant to Mortgagee (including Mortgagee acting as a mortgagee-in-possession), or a receiver appointed pursuant to the provisions of this Security Instrument any powers, rights or remedies prior to, upon, during the continuance of or following an Event of Default that are more limited than the powers, rights, or remedies that would otherwise be vested in such party under any applicable federal, state, and local laws, ordinances, rules and regulations in the absence of said provision, such party shall be vested with the powers, rights, and remedies granted in such applicable federal, state, and local laws, ordinances, rules and regulations to the full extent permitted by law.

#### **4.17.3 Waiver of Redemption; Rights of Tenants.**

Mortgagor hereby covenants and agrees that it will not at any time apply for, insist upon, plead, avail itself, or in any manner claim or take any advantage of, any appraisement, stay, exemption or extension law or any so-called "Moratorium Law" now or at any time hereafter enacted or in force in order to prevent or hinder the enforcement or foreclosure of this Security Instrument. Without limiting the foregoing:

**4.17.3.1** Mortgagor, for itself and all Persons who may claim by, through or under Mortgagor, hereby expressly waives any so-called "Moratorium Law" and any and all rights of reinstatement and redemption, if any, under any order or decree of foreclosure of this Security Instrument, it being the intent hereof that any and all such "Moratorium Laws", and all rights of reinstatement and redemption of Mortgagor and of all other Persons claiming by, through or under Mortgagor are and shall be deemed to be hereby waived to the fullest extent permitted by the laws of Alabama;

**4.17.3.2** Mortgagor shall not invoke or utilize any such law or laws or otherwise hinder, delay or impede the execution of any right, power remedy herein or otherwise granted or delegated to Mortgagee but will suffer and permit the execution of every such right, power and remedy as though no such law or laws had been made or enacted; and

**4.17.3.3** if Mortgagor is a trust, Mortgagor represents that the provisions of this Section (including the waiver of reinstatement and redemption rights) were made at the express direction of Mortgagor's beneficiaries and the persons having the power of direction over Mortgagor, and are made on behalf of the trust estate of Mortgagor and all beneficiaries of Mortgagor, as well as all other persons mentioned above.

Mortgagee shall have the right to foreclose subject to the rights of any tenant or tenants of the Mortgaged Property having an interest in the Mortgaged Property prior to that of Mortgagee. The failure to join any such tenant or tenants of the Mortgaged Property as party defendant or defendants in any such civil action or the failure of any decree of foreclosure and sale to foreclose their rights shall not be asserted by Mortgagor as a defense in any civil action instituted to collect the Indebtedness, or any part thereof or any deficiency remaining unpaid after foreclosure and sale of the Mortgaged Property, any statute or rule of law at any time existing to the contrary notwithstanding.

**4.17.4 Release.**

Upon payment in full of the Indebtedness, Mortgagee shall cause the release of this Security Instrument. As permitted by Alabama law, Mortgagor shall pay Mortgagee's costs incurred in connection with such release.

**4.17.5 Assignment of Rents.**

This assignment of Rents is to be effective to create a present security interest in existing and future Rents of the Mortgaged Property under Alabama law.

**4.17.6 Waiver of Right of Offset.**

No portion of the Indebtedness secured by this Security Instrument shall be or be deemed to be offset or compensated by all or any part of any claim, cause of action, counterclaim, or cross-claim, whether liquidated or unliquidated, that Mortgagor may have or claim to have against Mortgagee. Mortgagor hereby waives, to the fullest extent permitted by governmental requirements, the benefits of any rights to offset under Alabama law.

**ARTICLE 5. ADDITIONAL SECURITY AND RELEASES****5.1 Additional Security – Obligations Secured by Additional Security Instruments.**

In addition to the obligations secured by this Mortgage and described as obligations herein, this Mortgage shall also secure the payment and performance of all obligations secured by one or more additional Commercial Mortgages, Deeds of Trusts, or Security Deeds made by Mortgagor for the benefit of Mortgagee dated as of the date hereof (each, an "Additional Security Instrument") with respect to the properties more commonly known as the addresses set forth on the Property Schedule attached as Exhibit 1 under "Additional Secured Properties."

**5.2 Secured Payment and Performance.**

In addition to the obligations secured by each Additional Security Instrument, each Additional Security Instrument shall also secure the payment and performance of all obligations secured by this Mortgage.

**5.3 Cross Default.**

An Event of Default under any Additional Security Instrument, as defined therein, shall, at Mortgagee's option, constitute an Event of Default under this Mortgage. An Event of Default under this Mortgage shall, at Mortgagee's option, constitute an Event of Default any Additional Security Instrument.

**5.4 Waiver of Marshalling.**

Mortgagor waives all rights to have all or part of the Mortgaged Property described in this Mortgage and/or each Additional Security Instrument marshalled upon any foreclosure of this Mortgage or foreclosure any Additional Security Instrument. Mortgagee shall have the right to sell, and any court in which foreclosure proceedings may be brought shall have the right to order a sale of, the Property described in any of said Mortgages as a whole or in separate parcels, in any order that Mortgagee may designate. Mortgagor makes this waiver for itself, for all persons and entities claiming through or under Mortgagor



and for persons and entities who may acquire a lien or security interest on all or any part of the Property described in either of said Mortgages, or on any interest therein.

## **5.5 Additional Representations and Warranties of Mortgagor.**

**5.5.1** Mortgagor represents and warrants that the lien of each Additional Security Instrument is a first lien on each of property described therein and covered thereby and that the provisions of this Mortgage will not cause intervening liens to become prior to the lien of any Additional Security Instrument. If any intervening lien exists or hereafter arises, Mortgagor shall cause the same to be released or subordinated to the lien of each Additional Security Instrument, without limiting any other right or remedy available to Mortgagee.

**5.5.2** Mortgagor further warrants that Mortgagor has no legal or equitable claim against any Mortgagor named in any Additional Security Instrument which would be prior to the lien of any such Additional Security Instrument, or which would entitle Mortgagor to a judgment entitling Mortgagor to an equitable lien on all or any portion of that property prior in lien to any such Additional Security Instrument.

**5.5.3** Except as supplemented and/or modified by this Mortgage, all of the terms, covenants and conditions of each Additional Security Instrument and the other loan documents executed in connection therewith shall remain in full force and effect.

**5.5.4** Mortgagor and Mortgagee acknowledge and agree that: this Mortgage shall constitute a lien or charge upon only that property described herein as the “Mortgaged Property,” and each Additional Security Instrument shall, as applicable, constitute liens or charges upon only that related property described therein as the “Mortgaged Property,” “Property,” or the “Premises,” as applicable.

## **5.6 Releases/Partial Reconveyances.**

**5.6.1** Mortgagor shall have the right to a release or partial reconveyances of the Mortgaged Property in accordance with the terms and conditions set forth in the Loan Agreement.

**5.6.2** This Mortgage can be released from the lien each Additional Security Instrument pursuant to the terms and conditions of Section 7.15 of the Loan Agreement.

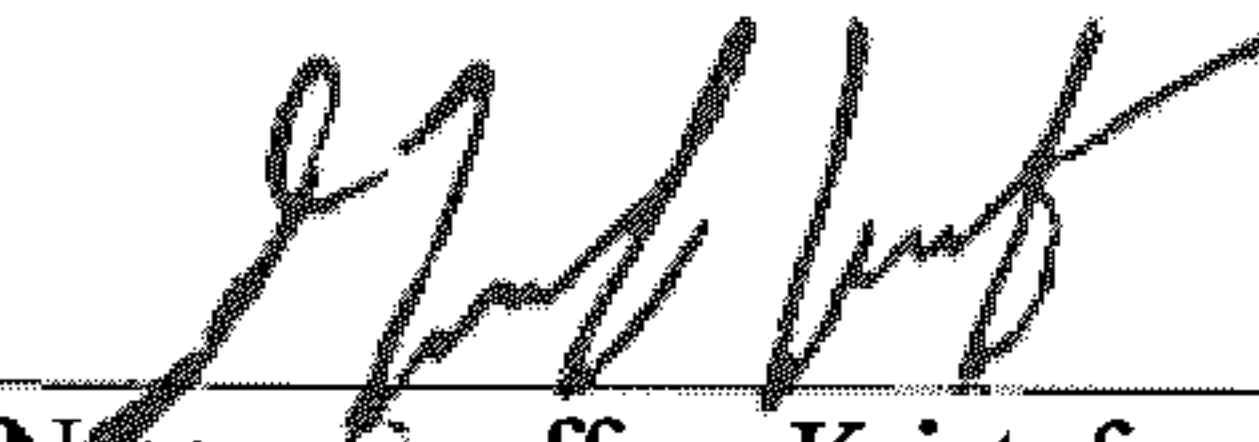
**NOW, THEREFORE**, if the Note and any Indebtedness, secured by this Mortgage shall be well and truly paid according to their tenor and if all the terms, covenants, conditions, and agreements of Mortgagor contained herein and in the Note and Loan Documents, shall be fully and faithfully performed, observed, and complied with, then this Mortgage deed shall be void, but shall otherwise remain in full force and effect.

*[Remainder of Page Intentionally Left Blank; Signature Page Follows]*

**IN WITNESS WHEREOF**, this Mortgage has been duly executed by Mortgagor as of the date first above written.

**MORTGAGOR:**

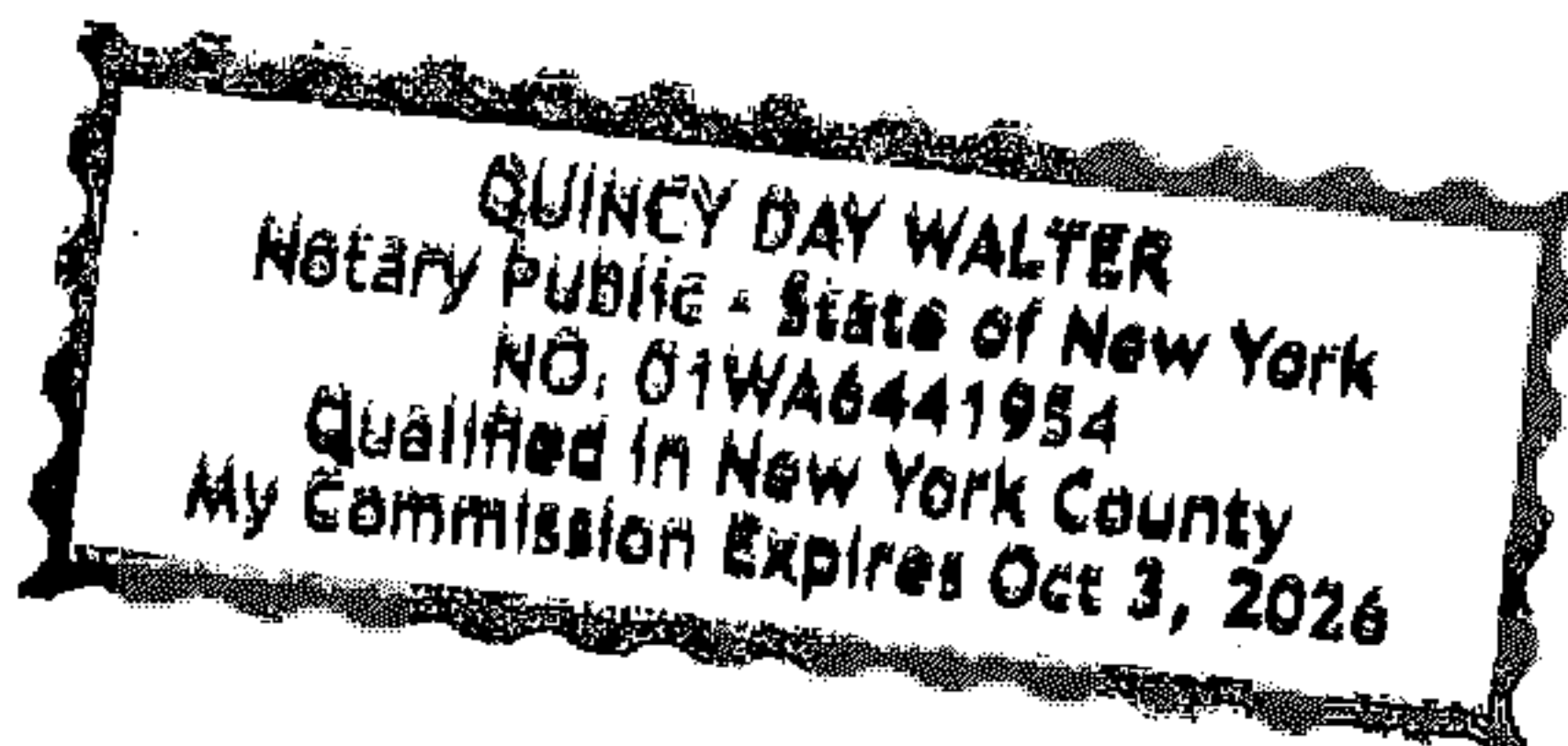
**CHALONS 2 LLC**,  
a Delaware limited liability company

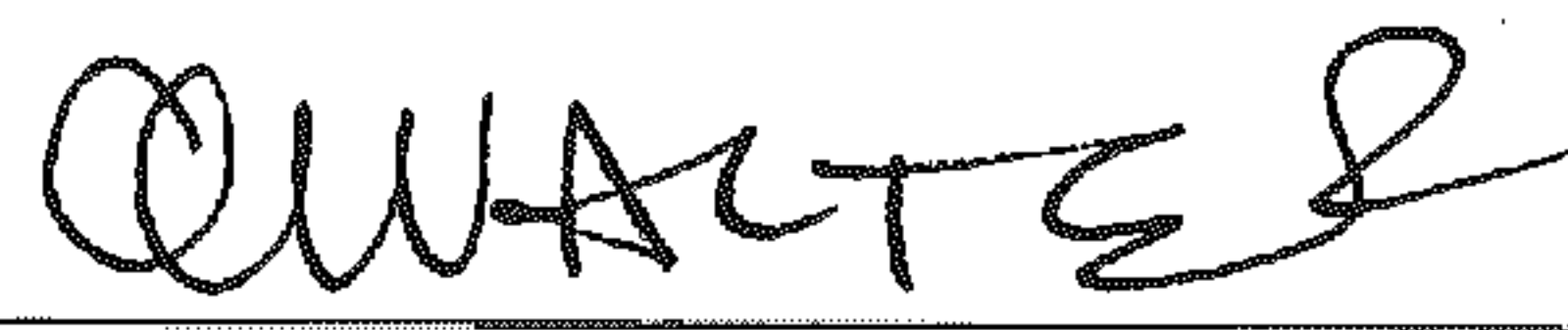
By:   
Name: Geoffrey Kristof  
Title: Officer

STATE OF NEW YORK     )  
  )  
COUNTY OF NEW YORK    )

On the 21 day of July in the year 2023 before me, the undersigned, personally appeared Geoffrey Kristof, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity as Officer of Chalons 2 LLC, a Delaware limited liability company, and that by his signature on the instrument, the individual or the person upon behalf and as the act of the entity of which the individual acted, executed the instrument.

(NOTARY SEAL)



  
Notary Public Signature  
Printed Name: Quincy Walter

**EXHIBIT 1****PROPERTY SCHEDULE****Mortgaged Properties**

	Address	City	State	ZIP
<b>1.</b>	236 Creek Run Way	Calera	AL	35040

**Additional Secured Properties**

	Address	City	State	ZIP
<b>1.</b>	11347 Crimson Ridge Rd	Brookwood	AL	35444
<b>2.</b>	1901 Legacy Circle	Opelika	AL	36801
<b>3.</b>	1903 Time Court	Opelika	AL	36801
<b>4.</b>	1902 Time Court	Opelika	AL	36801
<b>5.</b>	1910 Time Court	Opelika	AL	36801
<b>6.</b>	1918 Time Court	Opelika	AL	36801
<b>7.</b>	1926 Time Court	Opelika	AL	36801
<b>8.</b>	1934 Time Court	Opelika	AL	36801
<b>9.</b>	7951 St. James Dr	Pinson	AL	35126
<b>10.</b>	110 Ballington Way	Clanton	AL	35045
<b>11.</b>	76 Ballington Way	Clanton	AL	35045
<b>12.</b>	150 Ridge View Circle	Jemison	AL	35085
<b>13.</b>	460 Ridge View Circle	Jemison	AL	35085
<b>14.</b>	81 Ballington Way	Clanton	AL	35045
<b>15.</b>	111 Ballington Way	Clanton	AL	35045
<b>16.</b>	16750 Summit Dr	Belton	MO	64012
<b>17.</b>	16740 Summit Dr	Belton	MO	64012
<b>18.</b>	16730 Summit Dr	Belton	MO	64012
<b>19.</b>	16731 Summit Dr	Belton	MO	64012
<b>20.</b>	16741 Summit Dr	Belton	MO	64012
<b>21.</b>	7520 -7522 Maybrook Dr	Belton	MO	64012
<b>22.</b>	7530-7532 Maybrook Dr	Belton	MO	64012
<b>23.</b>	7540-7542 Maybrook Dr	Belton	MO	64012
<b>24.</b>	7550-7552 Maybrook Dr	Belton	MO	64012
<b>25.</b>	7541-7543 Maybrook Dr	Belton	MO	64012
<b>26.</b>	7551 Overland Dr	Belton	MO	64012
<b>27.</b>	604 Pampas St	Pleasant Hill	MO	64080
<b>28.</b>	1401 Burmuda Dr	Pleasant Hill	MO	64080
<b>29.</b>	700 Pampas St	Pleasant Hill	MO	64080
<b>30.</b>	501 Burmuda Dr	Pleasant Hill	MO	64080
<b>31.</b>	3233 Williams St	Chattanooga	TN	37410
<b>32.</b>	3237 Williams St	Chattanooga	TN	37410
<b>33.</b>	3256 High Gable Loop	Chattanooga	TN	37410



<b>34.</b>	3203 Williams St	Chattanooga	TN	37410
<b>35.</b>	3207 Williams St	Chattanooga	TN	37410
<b>36.</b>	3213 Williams St	Chattanooga	TN	37410
<b>37.</b>	3217 Williams St	Chattanooga	TN	37410
<b>38.</b>	3221 Williams St	Chattanooga	TN	37410
<b>39.</b>	1205 Oreo Dr	Chattanooga	TN	37410
<b>40.</b>	1217 Oreo Dr	Chattanooga	TN	37410
<b>41.</b>	1225 Oreo Dr	Chattanooga	TN	37410
<b>42.</b>	1237 Oreo Dr	Chattanooga	TN	37410
<b>43.</b>	306 Walker Ter	Madison	TN	37115
<b>44.</b>	318 Walker Ter #25	Madison	TN	37115
<b>45.</b>	7929 St. James Dr	Pinson	AL	35126
<b>46.</b>	7933 St. James Dr	Pinson	AL	35126
<b>47.</b>	7940 St. James Dr	Pinson	AL	35126
<b>48.</b>	7947 St. James Dr	Pinson	AL	35126
<b>49.</b>	7949 St. James Dr	Pinson	AL	35126
<b>50.</b>	7954 St. James Dr	Pinson	AL	35126
<b>51.</b>	7953 St. James Dr	Pinson	AL	35126
<b>52.</b>	7980 St. James Dr	Pinson	AL	35126
<b>53.</b>	85 Ballington Way	Clanton	AL	35045
<b>54.</b>	79 Ballington Way	Clanton	AL	35045
<b>55.</b>	540 Ridge View Circle	Jemison	AL	35085
<b>56.</b>	530 Ridge View Circle	Jemison	AL	35085
<b>57.</b>	510 Ridge View Circle	Jemison	AL	35085
<b>58.</b>	145 Ridge View Circle	Jemison	AL	35085
<b>59.</b>	515 Ridge View Circle	Jemison	AL	35085
<b>60.</b>	1900 Legacy Circle	Opelika	AL	36801
<b>61.</b>	2016 Legacy Circle	Opelika	AL	36801
<b>62.</b>	2008 Legacy Circle	Opelika	AL	36801
<b>63.</b>	2000 Legacy Circle	Opelika	AL	36801
<b>64.</b>	2001 Time Court	Opelika	AL	36801
<b>65.</b>	2009 Time Court	Opelika	AL	36801
<b>66.</b>	2017 Time Court	Opelika	AL	36801
<b>67.</b>	2035 Time Court	Opelika	AL	36801
<b>68.</b>	2043 Time Court	Opelika	AL	36801
<b>69.</b>	2051 Time Court	Opelika	AL	36801
<b>70.</b>	1951 Time Court	Opelika	AL	36801
<b>71.</b>	1959 Time Court	Opelika	AL	36801
<b>72.</b>	1967 Time Court	Opelika	AL	36801
<b>73.</b>	1975 Time Court	Opelika	AL	36801
<b>74.</b>	1983 Time Court	Opelika	AL	36801
<b>75.</b>	1991 Time Court	Opelika	AL	36801
<b>76.</b>	239 Creek Run Way	Calera	AL	35040
<b>77.</b>	15570 Crimson Ridge Cir	Brookwood	AL	35444
<b>78.</b>	15532 Crimson Ridge Cir	Brookwood	AL	35444

<b>79.</b>	15519 Crimson Ridge Cir	Brookwood	AL	35444
<b>80.</b>	15522 Crimson Ridge Cir	Brookwood	AL	35444
<b>81.</b>	2717 W. Kilimanjaro Way	Rogers	AR	72758
<b>82.</b>	2603 S. Kilimanjaro Way	Rogers	AR	72758
<b>83.</b>	2647 W. Everest Ave	Rogers	AR	72758
<b>84.</b>	2629 W. Everest Ave	Rogers	AR	72758
<b>85.</b>	2617 W. Everest Ave	Rogers	AR	72758
<b>86.</b>	3801 Kennedy Circle	Atlanta	GA	30349
<b>87.</b>	3803 Kennedy Circle	Atlanta	GA	30349
<b>88.</b>	3805 Kennedy Circle	Atlanta	GA	30349
<b>89.</b>	3807 Kennedy Circle	Atlanta	GA	30349
<b>90.</b>	3809 Kennedy Circle	Atlanta	GA	30349
<b>91.</b>	3804 Kennedy Circle	Atlanta	GA	30349
<b>92.</b>	3806 Kennedy Circle	Atlanta	GA	30349
<b>93.</b>	3808 Kennedy Circle	Atlanta	GA	30349
<b>94.</b>	3810 Kennedy Circle	Atlanta	GA	30349
<b>95.</b>	3812 Kennedy Circle	Atlanta	GA	30349
<b>96.</b>	3814 Kennedy Circle	Atlanta	GA	30349
<b>97.</b>	3816 Kennedy Circle	Atlanta	GA	30349
<b>98.</b>	3919 Virginia Ln	Atlanta	GA	30349
<b>99.</b>	3921 Virginia Ln	Atlanta	GA	30349
<b>100.</b>	3923 Virginia Ln	Atlanta	GA	30349
<b>101.</b>	3925 Virginia Ln	Atlanta	GA	30349
<b>102.</b>	3927 Virginia Ln	Atlanta	GA	30349
<b>103.</b>	3929 Virginia Ln	Atlanta	GA	30349
<b>104.</b>	3931 Virginia Ln	Atlanta	GA	30349
<b>105.</b>	3933 Virginia Ln	Atlanta	GA	30349
<b>106.</b>	3935 Virginia Ln	Atlanta	GA	30349
<b>107.</b>	3818 Kennedy Circle	Atlanta	GA	30349
<b>108.</b>	3820 Kennedy Circle	Atlanta	GA	30349
<b>109.</b>	3822 Kennedy Circle	Atlanta	GA	30349
<b>110.</b>	3824 Kennedy Circle	Atlanta	GA	30349
<b>111.</b>	3826 Kennedy Circle	Atlanta	GA	30349
<b>112.</b>	3828 Kennedy Circle	Atlanta	GA	30349
<b>113.</b>	3831 Kennedy Circle	Atlanta	GA	30349
<b>114.</b>	3833 Kennedy Circle	Atlanta	GA	30349
<b>115.</b>	3835 Kennedy Circle	Atlanta	GA	30349
<b>116.</b>	3837 Kennedy Circle	Atlanta	GA	30349
<b>117.</b>	7430/7432 Maybrook Dr.	Belton	MO	64012
<b>118.</b>	7450/7452 Maybrook Dr.	Belton	MO	64012
<b>119.</b>	7460/7462 Maybrook Dr.	Belton	MO	64012
<b>120.</b>	7531/7533 Maybrook Dr	Belton	MO	64012
<b>121.</b>	7521/7523 Maybrook Dr	Belton	MO	64012
<b>122.</b>	7461/7463 Maybrook Dr	Belton	MO	64012
<b>123.</b>	1403 Burmuda Dr	Pleasant Hill	MO	64080

<b>124.</b>	1405 Burmuda Dr	Pleasant Hill	MO	64080
<b>125.</b>	1706 NW Hilltop Ct	Grain Valley	MO	64029
<b>126.</b>	1801 NW Hilltop Ct	Grain Valley	MO	64029
<b>127.</b>	1707 NW Hilltop Ct	Grain Valley	MO	64029
<b>128.</b>	1705 NW Hilltop Ct	Grain Valley	MO	64029
<b>129.</b>	318 Walker Ter #9	Madison	TN	37115
<b>130.</b>	308 Walker Ter	Madison	TN	37115
<b>131.</b>	320 Walker Ter	Madison	TN	37115
<b>132.</b>	332 Walker Ter	Madison	TN	37115
<b>133.</b>	318 Walker Ter #26	Madison	TN	37115
<b>134.</b>	318 Walker Ter #28	Madison	TN	37115
<b>135.</b>	318 Walker Ter #29	Madison	TN	37115
<b>136.</b>	3229 Williams St	Chattanooga	TN	37410
<b>137.</b>	3245 Williams St	Chattanooga	TN	37410
<b>138.</b>	3224 High Gable Loop	Chattanooga	TN	37410
<b>139.</b>	1216 Oreo Dr	Chattanooga	TN	37410
<b>140.</b>	1213 Oreo Dr	Chattanooga	TN	37410
<b>141.</b>	1221 Oreo Dr	Chattanooga	TN	37410
<b>142.</b>	1233 Oreo Dr	Chattanooga	TN	37410



**SCHEDULE A**

**PROPERTY DESCRIPTIONS**

The Land referred to is situated in the City of Calera, County of Shelby, State of Alabama, and is further described as follows:

Lot 242 according to the Final Plat of Shiloh Creek, Phase II, Sector I, a residential subdivision, as recorded in Map Book 52, Page 80, in the Office of the Judge of Probate of Shelby County, Alabama.

**For Information Only:**

<b>Property No.:</b>	<b>Property Address:</b>	<b>Parcel ID No.:</b>	<b>Lot No.:</b>
23	236 Creek Run Way	35 2 10 0 002 018.000	242

**BEFORE THE ALABAMA DEPARTMENT OF REVENUE**

In re:

LENDINGONE, LLC,

as Agent,

Petitioner.

A Proceeding Authorized  
by Section 40-22-2(8),  
CODE OF ALABAMA 1975**MORTGAGE PRIVILEGE TAX ORDER**

Comes now **LENDINGONE, LLC**, a Delaware limited liability company (the “**Petitioner**”), and in its Petition for Ascertainment of Mortgage Privilege Tax dated July 27, 2023 (the “**Petition**”), asks the Alabama Department of Revenue to fix and determine the amount of mortgage privilege tax due pursuant to Section 40-22-2 (8), CODE OF ALABAMA 1975, for the privilege of recording those certain Commercial Mortgage, Security Agreement and Fixture Filings attached hereto as **Exhibit A** (collectively, the “**New Mortgages**”), to be executed by **CHALONS 2 LLC**, a Delaware limited liability company (the “**Mortgagor**”). The New Mortgages are being entered as additional security for indebtedness secured by those certain Commercial Mortgage, Security Agreement Fixture Filings described on Schedule I (the “**Original Mortgages**”; together with the New Mortgages, the “**Mortgages**”). Pursuant to a Mortgage Privilege Tax Order issued on June 15, 2023, \$21,766.95 in mortgage privilege tax was paid in connection with the recording of the Original Mortgages. The New Mortgages add additional properties in the State of Alabama as security for the indebtedness secured by the Original Mortgages. The Mortgages secure the indebtedness described herein with real property and fixtures located within the State of Alabama. Such indebtedness is also secured by other mortgages, deeds of trust and security documents covering real property, fixtures and personal property located outside of the State of Alabama (collectively, the “**Security Documents**”).

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

1. That the Mortgages and Security Documents secure a maximum principal indebtedness in the amount of Forty-Five Million Three Hundred Thirty-Three Thousand Three Hundred Fifty-Four and 00/100 Dollars (\$45,333,354.00). The New Mortgages do not increase the maximum amount secured by the Original Mortgages. The New Mortgages are additional security for the indebtedness already secured by the Original Mortgages, and the maturity date is not being extended.

2. That the value of the real property and fixtures covered by the Mortgages and located within the State of Alabama is Fourteen Million Thirty-Five Thousand Four Hundred Sixty-Seven and 00/100 Dollars (\$14,035,467.00), and the value of all the real property, fixtures and personal property covered by the Mortgages and the Security Documents in all states

(including the State of Alabama) is Forty-Six Million Four Hundred Nine Thousand Five Hundred Eighty-Nine and 00/100 Dollars (\$46,409,589.00).

3. That the percentage of real property and fixtures covered by the Mortgages that is located inside the State of Alabama is 30.24% of all real property, fixtures and personal property secured by the Mortgages and the Security Documents both within and without the State of Alabama.

4. That the amount of indebtedness secured by the Mortgages and subject to the Alabama mortgage privilege tax is \$13,708,806.25 (rounded up to \$13,708,900.00).

5. That Alabama mortgage privilege tax in the amount of \$20,563.35 is due. However, \$21,766.95 in mortgage privilege tax was previously paid in connection with the recording of the Original Mortgages. Therefore, no additional mortgage privilege tax will be due in connection with recording the New Mortgages under Section 40-22-2, Code of Alabama 1975, as amended.

6. That the mortgage privilege tax computed in paragraph 5 above constitutes a payment of said tax with respect to the maximum amount secured by the Mortgages, as contemplated by Section 40-22-2(1)(b)(ii) of the CODE OF ALABAMA 1975, as amended.

**IT IS, THEREFORE, ORDERED** by the Alabama Department of Revenue that no additional mortgage privilege tax is due in connection with the recording of the New Mortgages.

**IT IS FURTHER ORDERED, THAT** (i) no bond is required to be executed in connection with the recording of the Mortgages; (ii) no additional mortgage privilege tax will be due and payable after recording, notwithstanding advances being made from time to time, so long as: (a) the maximum principal amount of indebtedness secured by the Mortgages does not exceed Forty-Five Million Three Hundred Thirty-Three Thousand Three Hundred Fifty-Four and 00/100 Dollars (\$45,333,354.00), (b) the Mortgages are not amended of record to increase the amount of the indebtedness secured, and (c) the Mortgages are not amended of record to extend the maturity date of the indebtedness; and (iii) mortgage privilege tax on the maximum indebtedness secured shall be deemed to have been paid with respect to each Mortgage described herein.

**[SIGNATURES ON FOLLOWING PAGE]**



**DONE** this 27<sup>th</sup> day of July, 2023.

**ALABAMA DEPARTMENT OF REVENUE**

By: *Derrick Coleman*  
Deputy Commissioner of Revenue

*Cameron Clark*  
As Secretary

*K. Elizabeth Jehle*  
Legal Division: K. Elizabeth Jehle

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## SCHEDULE I

Commercial Mortgage, Security Agreement and Fixture Filing by and between Chalons 2, LLC, as Mortgagor, and LendingOne, LLC, as Mortgagee, dated as of June 15, 2023, and recorded on June 27, 2023, with the Judge of Probate of Chilton County, Alabama, in Book 2023, Page 254014 and Instrument No. 254014.

Commercial Mortgage, Security Agreement and Fixture Filing by and between Chalons 2, LLC, as Mortgagor, and LendingOne, LLC, as Mortgagee, dated as of June 15, 2023, and recorded on June 22, 2023, with the Judge of Probate of Jefferson County, Alabama, in Instrument No. 2023058638.

Commercial Mortgage, Security Agreement and Fixture Filing by and between Chalons 2, LLC, as Mortgagor, and LendingOne, LLC, as Mortgagee, dated as of June 15, 2023, and recorded on June 22, 2023, with the Judge of Probate of Lee County, Alabama, in Mortgages Book 4965, Page 147–182.

Commercial Mortgage, Security Agreement and Fixture Filing by and between Chalons 2, LLC, as Mortgagor, and LendingOne, LLC, as Mortgagee, dated as of June 15, 2023, and recorded on June 22, 2023, with the Judge of Probate of Shelby County, Alabama, in Instrument No. 20230622000185810.



Filed and Recorded  
Official Public Records  
Judge of Probate, Shelby County Alabama, County  
Clerk  
Shelby County, AL  
08/01/2023 08:33:08 AM  
\$122.00 JOANN  
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*Allen S. Bayl*