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THIS MORTGAGE SECURES A LOAN FROM MORTGAGEE TO MORTGAGOR IN THE ORIGINAL PRINCIPAL AMOUNT OF $27,100,000.00. SUCH LOAN IS CROSS-COLLATERALIZED AND CROSS-DEFAULTED WITH ANOTHER LOAN FROM MORTGAGEE TO MORTGAGOR IN THE ORIGINAL PRINCIPAL AMOUNT OF $17,900,000.00. ACCORDINGLY, NOTWITHSTANDING ANYTHING TO THE CONTRARY SET FORTH HEREIN, THE MAXIMUM AMOUNT SECURED BY THIS INSTRUMENT SHALL NOT EXCEED $45,000,000.00. PURSUANT TO A MORTGAGE PRIVILEGE TAX APPORTIONMENT ORDER ISSUED BY THE ALABAMA DEPARTMENT OF REVENUE ON AUGUST 11th, 2023, THE MORTGAGE PRIVILEGE TAX DUE UPON RECORDING THIS INSTRUMENT IS $20,432.25

PREPARED BY, AND AFTER RECORDING RETURN TO:

Mavrides, Moyal, Packman & Sadkin, LLP
276 Fifth Avenue, Suite 404
New York, New York 10001
Attention: Eric Sadkin, Esq.

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 August 11, 2023, and KNOW ALL MEN BY THESE PRESENTS, SPRING ROCK BRIDGE PROPERTY OWNER LLC, a Delaware limited liability company, having an address of c/o APL (New York) Corporation, 599 Broadway, 8th Floor East, New York, New York 10012 ("**Mortgagor**"), for the consideration of up to Twenty-Seven Million One Hundred Thousand and 00/100 Dollars ($27,100,000.00) and other good and valuable consideration, received to its full satisfaction from MAXIM CREDIT GROUP, LLC, a New York limited liability company, having an address at 600 Madison Avenue, 17th Floor, New York, New York 10022 ("**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**."

TO HAVE AND TO HOLD the above granted and bargained Premises, 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 Premises 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 up to Twenty-Seven Million One Hundred Thousand and 00/100 Dollars ($27,100,000.00) as evidenced by that certain Revolving Credit Commercial Promissory Note in the principal amount of up to Twenty-Seven Million One Hundred Thousand and 00/100 Dollars ($27,100,000.00) (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 Revolving Credit 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 to the extent Mortgagee is holding sufficient funds in the RET Reserve in accordance with Section 3.1.15 of the Loan Agreement. Once the amount held in the RET Reserve is depleted, Mortgagor's obligations under this Section 1.4.1. shall resume immediately.

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.

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 A-VIII or better 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 polices 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.

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 agrees 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 Mortgagor by execution or re-execution (as the case may be) and delivery at Mortgagee's office located in New York, New York or such other location 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 actual out-of-pocket costs of filing such financing statements and renewals and releases thereof and shall pay all actual 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:	Spring Rock Bridge Property Owner LLC c/o APL (New York) Corporation 599 Broadway, 8th Floor East New York, New York 10012 Attention: Geoffrey Kristof
SECURED PARTY IS:	Maxim Credit Group, LLC 600 Madison Avenue, 17th Floor New York, New York 10022 Attention: Adam Glick

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; 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.

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 the Note, this Mortgage 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, actual 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, 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 and Guarantor, 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 and Cross-Collateralization.

On May 18, 2023, Mortgagee made a loan (the "**First Loan**") to Mortgagor in the aggregate principal amount of up to Seventeen Million Nine Hundred Thousand and 00/100 Dollars ($17,900,000.00), which First Loan is evidenced by the First Loan Agreement and that certain Revolving Credit Commercial Promissory Note in the principal amount of Seventeen Million Nine Hundred Thousand and 00/100 Dollars ($17,900,000.00) (as the same may be further amended, restated, supplemented, consolidated, replaced or otherwise modified from time to time, the "**First Note**"), and secured by those certain mortgages, deeds of trust, or security deeds made from time to time by Mortgagor in favor of Mortgagee to secure advances of the First Loan (collectively, the "**First Security Instrument**"). Mortgagor acknowledges and agrees that the Loan and the First Loan, including all obligations and future modifications to such loans or advances thereunder, shall be cross-collateralized and cross-defaulted, such that an Event of Default under this Mortgage shall constitute an "Event of Default" under the loan documents for the First Loan and vice versa, in which case Mortgagee may elect to pursue any remedy available at law or in equity against the Property and the Other Property. Such cross collateralization shall in no event be deemed to constitute a fraudulent conveyance, and Mortgagee may release any property at any time in its sole discretion without impairing its interest in the remaining collateral, and may foreclose or not foreclose in any order, with no priority, or sell the Property and the Other Property individually or in bulk all at its sole and absolute discretion upon and during the continuance of such an Event of Default under this Mortgage or "Event of Default" under the First Security Instrument, subject to the terms of this Mortgage and/or First Security Instrument, as applicable.

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 on the Note when 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 4.1.3 of the Loan Agreement is hereby incorporated by reference;

2.4 Failure by Mortgagor to pay any installment of interest on the Note within five (5) days after the date the same is due and payable; provided, however, it shall not be an Event of Default hereunder if there are sufficient reserves in the Interest Reserve to make such payment;

2.5 Failure by Mortgagor to pay (a) any Imposition or Assessment within five (5) days after the later of (i) the date the same is due and payable and (ii) the date Mortgagee notifies Mortgagor in writing that the amount of the RET Reserve is insufficient to pay such Imposition or Assessment, (b) within ten (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, this 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 Mortgage, 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, actual 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 actual 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 Appraisement, 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 appraisement, 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 the Reserve Account and any other deposits for Impositions and insurance and insurance premiums due, to the cost of insurance, Impositions, Assessments, 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 of privilege herein granted or intended to the 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. <u>MISCELLANEOUS PROVISIONS</u>

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:	Spring Rock Bridge Property Owner LLC c/o APL (New York) Corporation 599 Broadway, 8th Floor East New York, New York 10012 Attention: Geoffrey Kristof
Copies to:	Skadden, Arps, Slate, Meagher & Flom, LLP One Manhattan West New York, New York 10001 Attention: Audrey Sokoloff and Frank Mangiatordi
MORTGAGEE:	Maxim Credit Group, LLC 600 Madison Avenue, 17th Floor New York, New York 10022 Attention: Adam Glick
Copies to:	Mavrides, Moyal, Packman & Sadkin, LLP 276 Fifth Avenue, Suite 404 New York, New York 10001 Attention: Eric Sadkin, Esq.

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 actual 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 actual 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. Mortgagor specifically waives all redemption powers, and all rights of appraisal which otherwise might be available to Mortgagor pursuant to Alabama law;

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 Applicable Law, Mortgagor shall pay Mortgagee's costs incurred in connection with such release.

4.17.5 Assignment of Rents.

The 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.

4.17.7 Waiver of Jury Trial

Mortgagor fully, voluntarily, knowingly, irrevocably and unconditionally waives any right to a trial by jury or to have a jury participate in any dispute, action or proceeding to enforce or defend any rights (whether based on contract, tort or otherwise) under this Security Instrument, or under any amendment, instrument, document or agreement delivered (or which may in the future be delivered) in connection herewith. Mortgagor agrees that any such action or proceeding shall be tried before a court and not before a jury. This provision is a material inducement to Mortgagee to provide the financing to Mortgagor pursuant hereto.

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 under 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 of 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.

WITNESS:

By: _____
Name: Grace Adams

By: _____
Name: Brad Stechnoth

MORTGAGOR:

SPRING ROCK BRIDGE PROPERTY OWNER LLC,
a Delaware limited liability company

By: _____
Name: Geoffrey Kristof
Title: Officer

STATE OF NEW YORK)
COUNTY OF NEW YORK)

On August 9, 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 capacity as an Officer of Spring Rock Bridge Property Owner LLC, a Delaware limited liability company, and that his signature on the instrument, the individual, or the person or entity on behalf of which the individual acted, executed the instrument.

(NOTARY SEAL)

QUINCY DAY WALTER
Notary Public - State of New York
NO. 01WA6441954
Qualified in New York County
My Commission Expires Oct 3, 2026

_____
Notary Public Signature
Printed Name: Quincy Walter

EXHIBIT 1
PROPERTY SCHEDULE

Mortgaged Properties

	Address	City	State	ZIP
1.	279 Creek Run Way	Calera	AL	35040
2.	243 Creek Run Way	Calera	AL	35040
3.	247 Creek Run Way	Calera	AL	35040
4.	259 Creek Run Way	Calera	AL	35040

Additional Secured Properties

	Address	City	State	ZIP
1.	126 Wisconsin Ave	Thorsby	AL	35171
2.	180 Ridge View Cir	Jemison	AL	35085
3.	1255 Brookhaven Dr	Odenville	AL	35120
4.	1525 Brookhaven Dr	Odenville	AL	35120
5.	1520 Brookhaven Dr	Odenville	AL	35120
6.	1240 Brookhaven Dr	Odenville	AL	35120
7.	1560 Brookhaven Dr	Odenville	AL	35120
8.	334 Ballington Way	Clanton	AL	35045
9.	40 Ridge View Circle	Jemison	AL	35085
10.	75 Ridge View Circle	Jemison	AL	35085
11.	105 Ridge View Circle	Jemison	AL	35085
12.	505 Ridge View Circle	Jemison	AL	35085
13.	465 Ridge View Circle	Jemison	AL	35085
14.	175 Ridge View Cir	Jemison	AL	35085
15.	200 Ridge View Cir	Jemison	AL	35085

	Address	City	State	ZIP
16.	250 Ridge View Cir	Jemison	AL	35085
17.	230 Ridge View Cir	Jemison	AL	35085
18.	450 Ridge View Cir	Jemison	AL	35085
19.	430 Ridge View Cir	Jemison	AL	35085
20.	420 Ridge View Cir	Jemison	AL	35085
21.	410 Ridge View Cir	Jemison	AL	35085
22.	400 Ridge View Cir	Jemison	AL	35085
23.	60 County Rd 1702	Cullman	AL	35058
24.	280 Ridge View Cir	Jemison	AL	35085
25.	270 Ridge View Cir	Jemison	AL	35085
26.	265 Ridge View Cir	Jemison	AL	35085
27.	285 Ridge View Cir	Jemison	AL	35085
28.	290 Ridge View Cir	Jemison	AL	35085
29.	295 Ridge View Cir	Jemison	AL	35085
30.	380 Ridge View Cir	Jemison	AL	35085
31.	370 Ridge View Cir	Jemison	AL	35085
32.	360 Ridge View Cir	Jemison	AL	35085
33.	340 Ridge View Cir	Jemison	AL	35085
34.	330 Ridge View Cir	Jemison	AL	35085
35.	345 Ridge View Cir	Jemison	AL	35085
36.	350 Ridge View Cir	Jemison	AL	35085
37.	325 Ridge View Cir	Jemison	AL	35085
38.	1216 Westboro Road	Liberty	MO	64068
39.	8840 N Holmes Street	Kansas City	MO	64155
40.	7709 E 119th Street	Grandview	MO	64030

	Address	City	State	ZIP
41.	9524 Ditman Ct	Kansas City	MO	64134
42.	8523 N Rhode Avenue	Kansas City	MO	64153
43.	6907 NW Blair Road	Parkville	MO	64152
44.	609 NE 2nd Street	Blue Springs	MO	64014
45.	12810 Craig Avenue	Grandview	MO	64030
46.	5617 N Smalley Ave	Kansas City	MO	64119
47.	6724 N Bales Avenue	Gladstone	MO	64119
48.	213 NE 90th Ter	Kansas City	MO	64155
49.	5017 N Lister Ave	Kansas City	MO	61449
50.	913 NW 13th Street	Blue Springs	MO	64015
51.	436 N Grover Street	Liberty	MO	64068
52.	815 N Piute Avenue	Independence	MO	64056
53.	1853 Gates Drive	Platte City	MO	64079
54.	18619 Woodruff Street	Smithville	MO	64089
55.	4721 N Drury Avenue	Kansas City	MO	64117
56.	7909 E 119th Terrace	Grandview	MO	64030
57.	9302 NE 115th Terrace	Kansas City	MO	64157
58.	5105 N Wayne Avenue	Kansas City	MO	64118
59.	621 Woodson Street	Kearney	MO	64060
60.	1200 S Ann Street	Independence	MO	64057
61.	8703 Brenda Ln	Pleasant Valley	MO	64068
62.	1312 Stonecrest Dr	Kearney	MO	64060
63.	11206 NW Rush Creek Cove	Parkville	MO	64152
64.	10402 NW 57th Ter	Parkville	MO	64152
65.	2108 N Lazy Branch Rd	Independence	MO	64058

	Address	City	State	ZIP
66.	7702 NW 69th St	Kansas City	MO	64152
67.	19112 E 14th Ter Dr	Independence	MO	64056
68.	13305 Winchester Ave	Grandview	MO	64030
69.	1124 NE 52nd Place	Kansas City	MO	64118
70.	7605 E 119th Terrace	Grandview	MO	64030
71.	8723 N Campbell St	Kansas City	MO	64155
72.	1620 NW 67th St	Kansas City	MO	64118
73.	8721 E 97th Terrace	Kansas City	MO	64134
74.	1303 N Indian Lane	Independence	MO	64056
75.	8402 E 91st Terr	Kansas City	MO	64138
76.	5021 Pebble Avenue	Kansas City	MO	64133
77.	11307 Ditman Avenue	Kansas City	MO	64134
78.	17 NE 90th Terrace	Kansas City	MO	64155
79.	3204 NW Cerrito Lane	Riverside	MO	64150
80.	2 Edgestone Ct	Florissant	MO	63033
81.	6659 Cortena	Hazelwood	MO	63042
82.	734 Bull Valley	St Peters	MO	63304
83.	28 Brixworth Ct	Black Jack	MO	63033
84.	3827 Hearthstone	Florissant	MO	63033
85.	1945 Driftwood Trails Dr	Florissant	MO	63031
86.	3105 Bentwater Place	St Charles	MO	63301
87.	2285 Martin Drive	Florissant	MO	63033
88.	1535 Flordawn Drive	Florissant	MO	63031
89.	4918 High Crest Court	Black Jack	MO	63033
90.	1420 Thoroughbred Lane	Florissant	MO	63033

	Address	City	State	ZIP
91.	410 Versailles Drive	Florissant	MO	63031
92.	3300 NW 159th Street	Edmond	OK	73013
93.	1013 Blue Ridge Dr	Edmond	OK	73003
94.	8916 Scirocco Circle	Oklahoma City	OK	73135
95.	12020 SW 4th Street	Yukon	OK	73099
96.	3428 Sadie Drive	Yukon	OK	73099
97.	2316 NW 157th Street	Edmond	OK	73013
98.	2225 NW 195th St	Edmond	OK	73012
99.	911 Karlee Court	Midwest City	OK	73130
100.	17204 Triana Drive	Oklahoma City	OK	73170
101.	948 NE 30Th Street	Moore	OK	73160
102.	500 Aplomado Street	Norman	OK	73072
103.	8012 Wood Duck Drive	Oklahoma City	OK	73132
104.	8211 NW 85th Street	Oklahoma City	OK	73132
105.	1750 Sussex Street	Newcastle	OK	73065
106.	8725 SW 40th Terrace	Oklahoma City	OK	73179
107.	509 NW 174th Street	Edmond	OK	73012
108.	9217 Checkerbloom Drive	Oklahoma City	OK	73165
109.	24 SW 170th Street	Oklahoma City	OK	73170
110.	9204 Ians Place	Moore	OK	73160
111.	5616 Clearwater Dr	Oklahoma City	OK	73179
112.	7904 NW 84th Street	Oklahoma City	OK	73132
113.	8101 NW 105th Street	Oklahoma City	OK	73162
114.	5414 Meckes Drive	Indianapolis	IN	46237
115.	1431 Nicole Drive	Franklin	IN	46131

	Address	City	State	ZIP
116.	3305 Lacy Court	Indianapolis	IN	46227
117.	215 Charleston Avenue	Bremen	GA	30110
118.	8889 E Carroll Road	Winston	GA	30187
119.	104 Oxford Square	Carrollton	GA	30117
120.	1123 E Spruce Dr	Chandler	AZ	85286
121.	1143 E Spruce Dr	Chandler	AZ	85286
122.	1153 E Spruce Dr	Chandler	AZ	85286

SCHEDULE A
PROPERTY DESCRIPTIONS

Lots 76, 80, 83 and 84, 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:

Property No.:	Property Address:	Parcel ID No.:	Lot No.:
6	279 Creek Run Way, Calera, AL	35 2 10 0 002 026.000	76
7	243 Creek Run Way, Calera, AL	35 2 10 0 002 034.000	84
8	247 Creek Run Way, Calera, AL	35 2 10 0 002 033.000	83
9	259 Creek Run Way, Calera, AL	35 2 10 0 002 030.000	80

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BEFORE THE ALABAMA DEPARTMENT OF REVENUE

In re:

MAXIM CREDIT GROUP, LLC,

as Agent,

Petitioner.

A Proceeding Authorized
by Section 40-22-2(8),
CODE OF ALABAMA 1975

MORTGAGE PRIVILEGE TAX ORDER

Comes now **MAXIM CREDIT GROUP, LLC**, a New York limited liability company (the "**Petitioner**"), and in its Petition for Ascertainment of Mortgage Privilege Tax dated August 11, 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 Filing (collectively, the "**New Mortgages**"), to be executed by **SPRING ROCK BRIDGE PROPERTY OWNER LLC**, a Delaware limited liability company (the **"Mortgagor"**). Petitioner previously recorded those certain Commercial Mortgage, Security Agreement and Fixture Filings executed by Mortgagor that are specifically identified on Schedule I attached hereto (collectively, the "**Original Mortgages**"; together with the New Mortgages, the "**Mortgages**") as security for a loan by Petitioner in the amount of $17,900,000.00 ("**Loan 1**"). The New Mortgages are being entered into in connection with a new loan by Petitioner in the amount of $27,100,000.00 ("**Loan 2**"). Pursuant to the New Mortgages, Loan 1 and Loan 2 will be cross-defaulted and cross-collateralized. The Mortgages secure the indebtedness described herein with real property, fixtures and personal property 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 Dollars and 00/100 Dollars ($45,000,000.00), such amount representing the combined amount of Loan 1 and Loan 2.

2. That the value of the real property and fixtures covered by the Mortgages and located within the State of Alabama is Thirteen Million One Hundred Ninety-Five Thousand Seven Hundred Twenty-Five and 00/100 Dollars ($13,195,725.00), 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-Three Million Five Hundred Eighty-Eight Thousand Two Hundred Fifty and 00/100 Dollars ($43,588,250.00).

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3. That the percentage of real property and fixtures covered by the Mortgages that is located inside the State of Alabama is 30.27.% 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 Thirteen Million Six Hundred Twenty-One Thousand Five Hundred and 00/100 Dollars ($13,621,500.00).

5. That Alabama mortgage privilege tax in the amount of Twenty Thousand Four Hundred Thirty-Two and 25/100 Dollars ($20,432.25) is due in connection with the Mortgages that are now cross-collateralized to secure both Loan 1 and Loan 2.

6. That the Alabama mortgage privilege tax determined in Paragraph 5 above is to be distributed to certain Alabama counties where the Mortgages will be (or have been) recorded according to the relative property value subject to the Mortgages in each such county as shown on Schedule II attached hereto.

7. 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 the Judge of Probate of Shelby County, Alabama, shall collect the mortgage privilege tax determined in Paragraph 5 above, together with any applicable recording fees, and after deducting the Probate Judge's commission, shall distribute such tax to the counties in the corresponding percentages identified on Schedule II, together with any applicable recordation fees.

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 and 00/100 Dollars ($45,000,000.00), (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 change 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 Mortgages described herein.

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DONE this 14th day of August, 2023.

ALABAMA DEPARTMENT OF REVENUE

By: Derrick Coleman
Deputy Commissioner of Revenue

Cameran Clark
As Secretary

Legal Division: K. Elizabeth Jehle

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SCHEDULE I

1. Commercial Mortgage, Security Agreement and Fixture Filing executed by Mortgagor for the benefit of Petitioner dated as dated June 9, 2023, and recorded in the Office of the Judge of Probate of Lee County, Alabama, on June 13, 2023, in Book 4962, Page 726–755;
2. Commercial Mortgage, Security Agreement and Fixture Filing executed by Mortgagor for the benefit of Petitioner dated as of June 21, 2023, and recorded in the Office of the Judge of Probate of Lee County, Alabama, on July 6, 2023, in Book 4968, Page 787–816; and
3. Commercial Mortgage, Security Agreement and Fixture Filing executed by Mortgagor for the benefit of Petitioner dated as of July 24, 2023, and recorded in the Office of the Judge of Probate of Lee County, Alabama, on July 26, 2023, in Book 4974, Page 99–129.

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SCHEDULE II

County	Value	Percentage
Lee	$2,227,500.00	16.88%
Shelby	$1,060,085.00	8.03%
Chilton	$8,391,325.00	63.59%
St. Clair	$1,298,880.00	9.84%
Cullman	$217,935.00	1.66%
Total:	$13,195,725.00	100%

Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County Clerk
Shelby County, AL
08/23/2023 01:53:50 PM
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