

FIRST AMERICAN TITLE

PREPARED BY:

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**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:**

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Attention: Joshua Mogin
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IN32 AL01

(space above this line for recorder's use only)

ARP HOLDCO LLC, as mortgagor
(Mortgagor)

in favor of

MIDFIRST BANK, as mortgagee
(Lender)

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

Dated: As of December 15, 2023

Address: 4501 Valleydale Road
Birmingham, AL 35242

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

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

This Leasehold Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing is executed as of December 15, 2023, by **ARP HOLDCO LLC**, a Delaware limited liability company ("*Mortgagor*"), in favor of **MIDFIRST BANK**, a federally chartered savings association ("*Lender*").

This Security Instrument is additional collateral and made in connection with that certain Loan Agreement dated as of the date hereof (the "*Loan Agreement*"), between Mortgagor and Lender, and the Promissory Note (the "*Note*") described in the Loan Agreement, in the original principal amount of \$9,630,000.00 in evidence of the loan (the "*Loan*") made by Lender to Mortgagor.

W I T N E S S E T H:

In order to secure payment of the Indebtedness and performance of Mortgagor's obligations under the Loan Documents, Mortgagor hereby irrevocably grants, bargains, sells, conveys and mortgages to Lender, the following property and rights, whether now owned or held or hereafter acquired and Mortgagor further grants to Lender a security interest in the Property.

GRANTING CLAUSE ONE

All right, title and interest in and to the Land.

GRANTING CLAUSE TWO

All right, title and interest in and to the Additional Land.

GRANTING CLAUSE THREE

All right, title and interest in and to the Improvements.

GRANTING CLAUSE FOUR

All easements, rights-of-way, strips and gores of land, streets, ways, alleys, passages, sewer rights, water, water courses, water rights and powers, oil, gas and mineral rights, air rights and development rights, zoning rights, tax credits or benefits and all estates, rights, titles, interests, privileges, liberties, tenements, hereditaments and appurtenances of any nature whatsoever in any way now or hereafter belonging, relating or pertaining to the Real Property or any part thereof and the reversion and reversions, remainder and remainders and all land lying in the bed of any street, road or avenue, opened or proposed, in front of or adjoining the Land or any part thereof to the center line thereof and all the estates, rights, titles, interests, dower and rights of dower, curtesy, property, possession, claim and demand whatsoever, both in law and in equity, of Mortgagor in, of and to the Real Property and every part and parcel thereof, with the appurtenances thereto.

GRANTING CLAUSE FIVE

All furniture, inventory and articles of personal property and accessions thereof and renewals, replacements thereof and substitutions therefor (including, but not limited to, beds, bureaus, chiffonniers, chests, chairs, desks, lamps, mirrors, bookcases, tables, rugs, carpeting, drapes, draperies, curtains, shades, venetian blinds, screens, paintings, hangings, pictures, divans, couches, luggage carts, luggage racks, stools, sofas, chinaware, linens, pillows, blankets, glassware, silverware, foodcarts,

cookware, dry cleaning facilities, dining room wagons, keys or other entry systems, bars, bar fixtures, liquor and other drink dispensers, icemakers, radios, television sets, intercom and paging equipment, electric and electronic equipment, dictating equipment, private telephone systems, medical equipment, potted plants, heating, lighting and plumbing fixtures, fire prevention and extinguishing apparatus, cooling and air-conditioning systems, elevators, escalators, fittings, plants, apparatus, stoves, ranges, refrigerators, laundry machines, tools, machinery, engines, dynamos, motors, boilers, incinerators, switchboards, conduits, compressors, vacuum cleaning systems, floor cleaning, waxing and polishing equipment, call systems, brackets, electrical signs, bulbs, bells, ash and fuel, conveyors, cabinets, lockers, shelving, spotlighting equipment, dishwashers, garbage disposals, washers and dryers), other customary hotel equipment and other tangible property of every kind and nature whatsoever (as defined in and subject to the provisions of the UCC as hereinafter defined), other than Fixtures, which are now or hereafter owned by Mortgagor and which are located within or about the Land and the Improvements, together with all accessories, replacements and substitutions thereto or therefor and the proceeds thereof, and the right, title and interest of Mortgagor in and to any of the Tangible Personal Property which may be subject to any security interests, as defined in the UCC, superior in lien to the lien of this Security Instrument and all proceeds and products of the above.

GRANTING CLAUSE SIX

All awards or payments, including interest thereon, which may heretofore and hereafter be made with respect to the Real Property or any part thereof, whether from the exercise of the right of eminent domain (including but not limited to any transfer made in lieu of or in anticipation of the exercise of said right), or for a change of grade or for any other injury to or decrease in the value of the Real Property.

GRANTING CLAUSE SEVEN

All leases and subleases (including, without limitation, all guarantees thereof) and other agreements affecting the use, enjoyment and/or occupancy of the Real Property or any part thereof, now or hereafter entered into (including any use or occupancy arrangements created pursuant to Section 365(h) of the Bankruptcy Code or otherwise in connection with the commencement or continuance of any bankruptcy, reorganization, arrangement, insolvency, dissolution, receivership or similar proceedings or any assignment for the benefit of creditors in respect of any tenant or occupant of any portion of the Real Property) and all income, Rents, issues, profits, revenues and proceeds including, but not limited to, all oil and gas or other mineral royalties and bonuses from the Real Property (including any payments received pursuant to Section 502(b) of the Bankruptcy Code or otherwise in connection with the commencement or continuance of any bankruptcy, reorganization, arrangement, insolvency, dissolution, receivership or similar proceedings or any assignment for the benefit of creditors in respect of any tenant or occupant of any portion of the Real Property and all claims as a creditor in connection with any of the foregoing) and all proceeds from the sale, cancellation, surrender or other disposition of the Leases and the right to receive and apply the Rents to the payment of the Indebtedness.

GRANTING CLAUSE EIGHT

All proceeds of and any unearned premiums on any insurance policies covering the Real Property or any part thereof including, without limitation, the right to receive and apply the proceeds of any insurance, judgments or settlements made in lieu thereof, for damage to the Real Property or any part thereof.

GRANTING CLAUSE NINE

All tax refunds, including interest thereon, tax credits and tax abatements and the right to receive or benefit from the same, which may be payable or available with respect to the Real Property.

GRANTING CLAUSE TEN

The right, in the name and on behalf of Mortgagor, to appear in and defend any action or proceeding brought with respect to the Real Property or any part thereof and to commence any action or proceeding to protect the interest of Lender in the Real Property or any part thereof and all awards and/or judgments received by Mortgagor from any source whatsoever.

GRANTING CLAUSE ELEVEN

All cash on hand, bank accounts, accounts receivable, security deposits, utility or other deposits, intangibles, contract rights, interests, estates or other claims, both in law and in equity, which Mortgagor now has or may hereafter acquire in the Real Property or any part thereof.

GRANTING CLAUSE TWELVE

All rights which Mortgagor now has or may hereafter acquire to be indemnified and/or held harmless from any liability, actual loss, actual damage, cost or expense (including, without limitation, attorneys' fees and disbursements) relating to the Real Property or any part thereof.

GRANTING CLAUSE THIRTEEN

All plans and specifications, maps, surveys, studies, reports, contracts, subcontracts, service contracts, management contracts, franchise agreements and other agreements, franchises, trade names, trademarks, symbols, service marks, approvals, consents, permits, special permits, licenses and rights, whether governmental or otherwise, respecting the use, occupation, development, construction and/or operation of the Real Property or any part thereof or the activities conducted thereon or therein, or otherwise pertaining to the Real Property or any part thereof.

GRANTING CLAUSE FOURTEEN

Mortgagor's leasehold estate in and to (a) the Land and any after acquired title of the Mortgagor in the Land, including the ground lessor's interest therein and all rights, options and privileges of the Mortgagor as tenant under that certain Ground Lease and any and all security deposits or other property of Mortgagor held by the ground lessor pursuant to the terms of or in connection with the Ground Lease together with additional lands, estates and development rights hereafter acquired by Mortgagor for use in connection with the development, ownership or occupancy of such real property, and all additional lands and estates therein which may, from time to time, by supplemental mortgage or otherwise be expressly made subject to the lien of this Security Instrument; (b) the Improvements, and (c) all easements, rights-of-way or use, rights, strips and gores of land, streets, ways, alleys, passages, sewer rights, water, water courses, water rights and powers, air rights and development rights, and all estates, rights, titles, interests, privileges, liberties, servitudes, tenements, hereditaments and appurtenances of any nature whatsoever, in any way now or hereafter belonging, relating or pertaining to the Land and the Improvements and the reversion and reversions, remainder and remainders, and all land lying in the bed of any street, road or avenue, opened or proposed, in front of or adjoining the Land, to the center line thereof and all the estates, rights, titles, interests, dower and rights of dower, curtesy and rights of curtesy, property, possession, claim and demand whatsoever, both at law and in equity, of Mortgagor of, in and to the Land and the Improvements and every part and parcel thereof, with the appurtenances thereto.

GRANTING CLAUSE FIFTEEN

All proceeds, products, offspring, rents and profits from any of the foregoing, including, without limitation, those from sale, exchange, transfer, collection, loss, damage, disposition, substitution or replacement of any of the foregoing.

TO HAVE AND TO HOLD the above granted and described Property unto and to the use and benefit of Lender and its successors and assigns.

To secure the payment to Lender of the Indebtedness at the time and in the manner provided for its payment in the Note and in this Security Instrument;

PROVIDED, HOWEVER, these presents are upon the express condition, if Mortgagor shall well and truly pay to Lender the Indebtedness at the time and in the manner provided in the Note and this Security Instrument and shall well and truly abide by and comply with each and every covenant and condition set forth herein, in the Note in the amount of \$9,630,000.00 and in the other Loan Documents, these presents and the estate hereby granted shall cease, terminate and be void;

AND Mortgagor represents and warrants to and covenants and agrees with Lender as follows:

Mortgagor warrants to Lender, and agrees to defend title to the Property against the claims of any Person or Governmental Authority, subject to the Permitted Encumbrances. This Security Instrument will have no further force or effect on the Termination Date. Lender will (unless otherwise required by Applicable Law) release this Security Instrument within 30 days after the Termination Date, at Mortgagor's expense.

Mortgagor acknowledges receiving good and valuable consideration, including the Indebtedness, to execute and deliver this Security Instrument.

AND Mortgagor represents and warrants to and covenants and agrees with Lender as follows:

ARTICLE I.

Definitions and Loan Documents

1.1 **Loan Documents.** All representations, covenants and other terms (including those terms that apply to all Loan Documents) of the other Loan Documents are, by reference, fully incorporated in this Security Instrument. All covenants in the Loan Documents are covenants running with the Land.

1.2 **Definitions.** Capitalized terms not otherwise defined below will have the meanings set forth in the Loan Agreement. Each of the below capitalized terms has the following meaning:

“Additional Land” means all additional lands, estates and development rights hereafter acquired by Mortgagor for use in connection with the Land and the development of the Land and all additional lands and estates therein which may, from time to time, by supplemental Mortgage or otherwise, be expressly made subject to the lien thereof.

“Equipment” means all machinery, equipment, fixtures, goods which are or are to become fixtures, furnishings, inventory and other property of every kind and nature whatsoever owned by Mortgagor or in which Mortgagor has or shall have an interest (to the extent of such interest) now or hereafter located upon the Real Property or appurtenant thereto and usable in connection with the present or future operation and occupancy of the Real Property (including, without limitation, food and beverage) and all building equipment, materials and supplies of any nature whatsoever owned by Mortgagor or in which Mortgagor has or shall have an interest (to the extent of such interest) now or hereafter located upon the Real Property or appurtenant thereto or usable in connection with the present or future operation and occupancy of the Real Property, including but not limited to all heating, ventilating, air conditioning, plumbing, lighting, communications and elevator machinery, equipment and fixtures.

"**Foreclosure Statute**" has the meaning set forth in Section 4.2 below.

"**Improvements**" means any and all buildings, structures, fixtures, additions, enlargements, extensions, modifications, repairs, replacements and improvements now or hereafter located on the Land or any part thereof.

"**Ground Lease**" means that certain Ground Lease, dated November 1, 2005, between Ground Lessor, as landlord, and **HARCO, INC.**, an Alabama corporation (predecessor-in-interest to Mortgagor), as tenant, with respect to the Birmingham Property.

"**Ground Lessor**" means the **BABINGTON PROPERTIES, L.P.**, an Alabama limited partnership.

"**Land**" the real property or properties described on Exhibit A attached hereto.

"**Loan Agreement**" means that certain Loan Agreement, dated as of the date hereof, between Mortgagor and Lender.

"**Personal Property**" means all (i) Awards, (ii) Leases, (iii) all of Mortgagor's accounts (as defined in the UCC), goods (as defined in the UCC), fixtures, accessions (as defined in the UCC), general intangibles (as defined in the UCC), chattel paper (as defined in the UCC), investment property (as defined in the UCC) and deposits accounts (as defined in the UCC), which are ever situated on, derived from or used in connection with the Property, (iv) Additional Collateral, (v) all insurance policies covering the Property, the other Personal Property and the liability of any Mortgagor or Lender, and all insurance proceeds from any of the policies, (vi) amounts deposited in the Tax and Insurance Escrow Account, and (vii) all proceeds of the Personal Property described in (i) – (vi).

"**Property**" means the Real Property and the Personal Property.

"**Real Property**" means, collectively, (i) the Land (as legally described in Exhibit A annexed to this Security Instrument), (ii) the Improvements, (iii) Leases, Rents and Awards, (iv) all fixtures, accessions and appurtenances to the Land or Improvements, (v) all easements and rights of way now or hereafter benefiting the Land, (vi) all of Mortgagor's interest in any lands adjoining the Land, (vii) all water and all of Mortgagor's water rights benefiting the Land, and (viii) all rights, estates and privileges appurtenant or incident to the foregoing.

"**Security Instrument**" means this Leasehold Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing, as amended, modified, restated and extended.

"**Termination Date**" means day on which Mortgagor fully pays the Indebtedness and performance all of Mortgagor's obligations under the Loan Documents.

"**Transferee**" means any Person, including Lender, who takes title to any Collateral after a Transfer Event.

"**UCC**" means the Uniform Commercial Code of the State of Alabama, as amended.

1.3 Terms Generally; References and Titles. References in this Security Instrument to "Articles," "Sections," "Exhibits" or "Schedules" will be to the Articles, Sections, Exhibits or Schedules of this Security Instrument unless otherwise specifically provided. All Exhibits and Schedules annexed to this Security Instrument are incorporated in, and are a part of, this Security Instrument for the purposes set forth in this Security Instrument. Any term defined in this Security Instrument may be used in the singular or plural. Words of any gender include all other genders. The terms "include," "includes," and "including" are followed by "without limitation". Except as otherwise specified or limited in this Security Instrument, a reference to any Person includes the successors and assigns of the Person. Unless otherwise specified all

references "from" or "through" any date mean "from and including" or "through and including" the date. References to any statute or act include all related current regulations and all amendments and any successor statutes, acts and regulations. References to any statute or act, without additional reference, refer to federal statutes and acts of the United States. References to any agreement, instrument or document includes all schedules, exhibits, annexes and other attachments to the agreement, instrument or document.

1.4 Prepayment Premium. Unless Lender specifically waives the Prepayment Premium in any purported payoff statement (to the extent then due), the Prepayment Premium is due and payable if and as provided in the Loan Agreement.

ARTICLE II.

Assignment of Leases and Rents

2.1 Assignment. Mortgagor acknowledges that, concurrently with the execution and delivery of this Security Instrument, Mortgagor has delivered to Lender, as additional security for the repayment of the Indebtedness secured hereby, an Assignment of Leases and Rents (the "**Assignment**"), pursuant to which Mortgagor has assigned to Lender interests in the Leases of the Property and the Rents and income from the Property. All of the provisions of the Assignment are hereby incorporated as if fully set forth at length in the text of this Security Instrument. Mortgagor agrees to abide by the terms of the Assignment.

ARTICLE III.

Leases

3.1 Terms. Notwithstanding the terms of any Lease made on or after the date hereof, each Lease is subordinate to this Security Instrument and each Tenant shall, if Lender elects, execute an instrument (in form and substance reasonably acceptable to Lender) subordinating the Tenant's leasehold interest to Lender's liens and security interests. No Leases may, unless Lender specifically agrees in writing, impose obligations upon Lender or any Transferee prior to or following a Transfer Event.

3.2 Lender's Preapproval. Mortgagor may not enter into, modify or terminate any Leases without Lender's prior written consent, except as permitted by the Loan Agreement.

ARTICLE IV.

Remedies

4.1 Possession. During an Event of Default Period, Lender may (a) enter upon and take possession of the Property and (b) exercise, without Mortgagor's interference, any rights which Mortgagor has with respect to the managing, possessing, operating, leasing, protecting or preserving the Property. If Lender rents any of the Property, Lender will do so for the account of Mortgagor, and Lender may deduct from the Rents all expenses and liabilities Lender incurs in collecting the Rents and in managing, operating, maintaining, protecting or preserving the Property. Lender may apply any remaining Rents to the Indebtedness in any manner Lender chooses. All out-of-pocket costs, expenses and liabilities Lender actually incurs in collecting the Rents and in managing, operating, maintaining, protecting or preserving the Property, which exceed the Rents Lender actually collects from Tenants will be Additional Costs. During an Event of Default Period, if Lender elects to take possession of the Property, then Mortgagor will quietly surrender possession of the Property. If Mortgagor fails to quietly surrender possession of the Property, then Lender may invoke all legal remedies to dispossess Mortgagor.

4.2 Foreclosure. During an Event of Default Period, Lender may foreclose the liens and security interests created by this Security Instrument in any manner provided at law or in equity (as amended, replaced or re-codified, the "**Foreclosure Statute**"). If the Foreclosure Statute is no longer in force or effect, then, in addition to Lender's other rights at law or in equity, Lender may foreclose pursuant to the rules set forth in the last effective Foreclosure Statute. In addition to the non-judicial foreclosure right granted to Lender, Lender may file suit on the Indebtedness and for the foreclosure of the liens and security interests created by this Security Instrument.

4.3 Receiver. In addition to all other remedies in the Loan Documents, at law or in equity, during an Event of Default Period, (a) without notice to any Mortgagor Party, (b) whether or not Mortgagor is solvent, (c) whether or not a Mortgagor Party commits fraud or mismanages the Property, (d) even if the Property is sufficient to repay the Indebtedness, or (e) without filing any proceeding other than a proceeding seeking the appointment of a receiver, Lender will be entitled to the appointment of a receiver or receivers for the Property and the Rents. Mortgagor irrevocably consents to the appointment of a receiver and waives all defenses to any Lender application for a receiver. During a receivership for the Property, Mortgagor irrevocably consents to (i) Lender commencing any additional proceeding to enforce any other right or remedy under the Loan Documents, at law or in equity, and (ii) Lender conducting a non-judicial sale of the Collateral pursuant to the Foreclosure Statute. Any money Lender advances in connection with a receivership will be Additional Costs. This Section is an express condition upon which the Loan is made.

4.4 Proceeds of Sale. The proceeds of any sale or receiver's sale of the Property in foreclosure of the liens evidenced by this Security Instrument will be:

FIRST, applied to the payment of all costs of the sale; **SECOND**, applied to the Indebtedness, in the order Lender elects, until the Indebtedness is paid in full; and **THIRD**, the remainder, if any, paid to any Person (including Mortgagor) as required by Applicable Law.

4.5 Lender as Purchaser. Lender may purchase the Property at any foreclosure sale. In connection with any foreclosure sale, Lender may credit bid in an amount up to the Indebtedness then owed to Lender.

4.6 Uniform Commercial Code. During an Event of Default Period, Lender may exercise its rights of enforcement with respect to the Collateral under the UCC. In addition to or in substitution for Lender's UCC rights and remedies:

(a) Lender may enter upon the Property to take possession of, assemble and collect the Collateral or to render it unusable;

(b) Lender may require Mortgagor to assemble the Collateral and make it available at the Property or any place Lender designates which is mutually convenient to allow Lender to take possession or dispose of the Collateral;

(c) Lender may mail written notice to Mortgagor as provided in the Loan Agreement ten (10) days prior to the date of any sale of the Collateral, and such notice will constitute reasonable notice under the UCC;

(d) Lender need not take possession of the Collateral prior to any Transfer Event; and

(e) prior to applying Transfer Event proceeds to the Indebtedness, Lender may apply the proceeds to the reasonable out-of-pocket expenses (including Lender's legal expenses and reasonable attorneys' fees) incurred to collect the Indebtedness, enforce the Loan Documents or to take possession of, hold or prepare the Collateral for transfer.

4.7 Delivery of Possession After Foreclosure. Immediately after a Transfer Event, Mortgagor and any Person claiming any Collateral interest by, through or under Mortgagor, who is occupying or using the Property or other Collateral, will become the tenant or lessee of the Transferee. Subject to any non-disturbance and attornment agreement between Lender and a Tenant, the post-Transfer Event tenancy will be a tenancy at will, terminable at the will of either Transferee or the tenant, at a daily fair market rental. If tenant fails to surrender possession of the Collateral to Transferee after Transferee's demand, then Transferee may institute and maintain an action for forcible entry and detainer of the Property.

ARTICLE V.
Miscellaneous

5.1 Authorization to File Financing Statement. Mortgagor authorizes Lender to file in any jurisdiction a reproduction of this Security Instrument or financing statements covering the Collateral. If Lender desires, Lender may describe the Collateral in any financing statement as of Mortgagor's "*all assets*" or words of similar effect.

5.2 Fixture Filing. This Security Instrument is a financing statement filed as a fixture filing. For purposes of this Security Instrument being a financing statement: Mortgagor is the debtor, Lender is the secured party, and the collateral is the Personal Property, including fixtures.

5.3 Dealing with Successor. If Mortgagor no longer owns the Collateral, then Lender may, without notice to Mortgagor, deal with Mortgagor's successor in interest concerning this Security Instrument and the Indebtedness in the same manner as with Mortgagor, without in any way vitiating or discharging Mortgagor's liability under the Loan Documents or for the Indebtedness. Notwithstanding the foregoing, Lender does not consent to any transfer of the Collateral, except as expressly set forth in the Loan Documents or as Lender hereafter agrees in writing.

5.4 Subrogation. If Loan proceeds pay indebtedness secured by any outstanding lien, security interest or prior encumbrance against the Collateral, then Lender has advanced the proceeds at Mortgagor's request and Lender is subrogated to all rights, security interests and liens held by the holder of the outstanding liens, security interests or encumbrances, irrespective of whether the liens, security interests or encumbrances are released. However, the terms and provisions of the Loan Documents will govern the rights and remedies of Lender and supersede the terms, provisions, rights and remedies under and pursuant to the instruments creating the original lien, security interest or encumbrance.

5.5 Application of Indebtedness. If this Security Instrument or any of the Collateral cannot lawfully secure any of the Indebtedness or if the liens or security interests created by this Security Instrument are invalid or unenforceable as to any of the Indebtedness or any of the Collateral, then all payments made on the Indebtedness will be applied first to all of the Indebtedness which is not secured by this Security Instrument or the Collateral.

5.6 Lenders. Lender may appoint one or more Persons as Lender to perform any act necessary or incidental to any sale of the Collateral, in the name and on behalf of Lender.

5.7 Transfer Recitals. All statements of fact in any instrument evidencing a Transfer Event concerning (i) nonpayment of the Indebtedness, (ii) any Event of Default, (iii) acceleration of the Indebtedness, or (iv) any other matter, are prima facie evidence of the truth of the recited fact.

5.8 Notices. Any notice required or permitted to be given under this Security Instrument shall be in writing and either (a) shall be mailed by certified mail, postage prepaid, return receipt requested, or (b) sent by overnight air courier service, or (c) personally delivered to a representative of the receiving party, or (d) sent by email. All such communications shall be mailed, sent or delivered, addressed to the party for whom it is intended at its address set forth below.

To Lender:

MidFirst Bank – California
600 Anton Boulevard, Suite 1000
Costa Mesa, CA 92626
Attention: Alex Cremidan
Phone: (310) 867-2102
Email: alex.cremidan@midfirst.com

With a copy to:

MidFirst Bank

Legal Department
501 NW Grand Blvd.
Oklahoma City, OK 73118

with a copy to:

Thompson Coburn LLP
10100 Santa Monica Blvd., Suite 500
Los Angeles, CA 90067
Attention: Joshua Mogin
Phone: (310) 282-2520
Email: jmogin@thompsoncoburn.com

To Mortgagor:

ARP Holdco LLC
850 Oak Grove Ave.
Menlo Park, CA 94025
Attention: Alice Kang
Phone: (415) 762-8200
Email: alice.kang@menlocap.com

with a copy to:

Eckert Seamans Cherin & Mellott, LLC
600 Grant Street, 44th Floor
Pittsburgh, PA 15219
Attention: Jeffrey Robb
Phone: (412) 566-6032
Email: jrobb@eckertseamans.com

ARTICLE VI.
Additional Security

6.1 Additional Security – Obligations Secured by Additional Mortgages. In addition to the obligations secured by this Security Instrument and described as obligations herein, this Security Instrument shall also secure the payment and performance of all obligations secured by additional Mortgages, Deeds of Trust, Security Agreements and Fixture Filings made by Mortgagor, as Mortgagor, for the benefit of Lender, its successors and assigns forever, as beneficiary, dated as of the date hereof (collectively, the “*Additional Security Instrument*”) with respect to the properties more commonly known as the addresses set forth on the Property Schedule attached as Exhibit B under “*Additional Properties*.”

6.2 Secured Payment and Performance. In addition to the obligations secured by the Additional Security Instrument, the Additional Security Instrument shall also secure the payment and performance of all obligations secured by this Security Instrument.

6.3 Cross Default. An Event of Default under any of the Additional Security Instrument, as defined therein, shall, at Lender's option, constitute an Event of Default under this Security Instrument. An Event of Default under this Security Instrument shall, at Lender's option, constitute an Event of Default under the Additional Security Instrument.

6.4 Waiver of Marshalling. Mortgagor waives all rights to have all or part of the Property described in this Security Instrument and/or the Additional Security Instrument marshalled upon any foreclosure of this Security Instrument or any foreclosure of the Additional Security Instrument. Lender 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 Additional Security Instruments as a whole or in separate parcels, in any order that Lender 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 Additional Security Instrument, or on any interest therein.

6.5 Additional Representations and Warranties of Mortgagor.

1. Mortgagor represents and warrants that the lien of the Additional Security Instrument is a first lien on each of the properties described therein and covered thereby and that the provisions of this Security Instrument will not cause intervening liens to become prior to the lien of any of the 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 the Additional Security Instrument, without limiting any other right or remedy available to Lender.

2. Mortgagor further warrants that Mortgagor has no legal or equitable claim against any Mortgagor named in the Additional Security Instrument which would be prior to the lien of the 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 the Additional Security Instrument.

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

4. Mortgagor and Lender acknowledge and agree that: this Security Instrument shall constitute a lien or charge upon only that property described herein as the "**Property**;" and the Additional Security Instrument shall constitute liens or charges upon only that property described therein as the "**Property**."

ARTICLE VII. State Law Provisions

7.1 Principles of Construction. In the event of any inconsistencies between the terms and conditions of this Article VII and the terms and conditions of this Security Instrument, the terms and conditions of this Article VII shall control and be binding.

7.2 Acceleration; Remedies. During an Event of Default Period as defined in the Loan Agreement, which Event of Default continues beyond the expiration of any applicable notice or cure period, Lender, at Lender's option, may declare all of the Indebtedness to be immediately due and payable without further demand, and may foreclose this Instrument by judicial proceeding and may invoke any other remedies permitted by Alabama law or provided in this Instrument, the Loan Agreement or in any other Loan Document. The Indebtedness will include, Lender will be entitled to collect, and any decree which adjudicates the amount secured by this Instrument will include, all costs and expenses incurred in pursuing such remedies, including reasonably attorneys' fees and costs actually incurred, costs of documentary evidence, abstracts and title reports, any of which may be estimated to reflect the costs and expenses to be incurred after the entry of such a decree.

7.3 Release. Upon payment of the Indebtedness, Lender will release this Security Instrument. Mortgagor will pay Lender's reasonable costs incurred in releasing this Security Instrument.

7.4 Waiver of Homestead. Mortgagor waives all rights of exemption as to personal property. If Mortgagor is an individual, Mortgagor represents and warrants to Lender that the Property is not the homestead of Mortgagor or Mortgagor's spouse.

7.5 WAIVER OF TRIAL BY JURY.

1. **MORTGAGOR AND LENDER EACH COVENANTS AND AGREES NOT TO ELECT A TRIAL BY JURY WITH RESPECT TO ANY ISSUE ARISING OUT OF**

THIS INSTRUMENT OR THE RELATIONSHIP BETWEEN THE PARTIES AS MORTGAGOR AND LENDER THAT IS TRIABLE OF RIGHT BY A JURY.

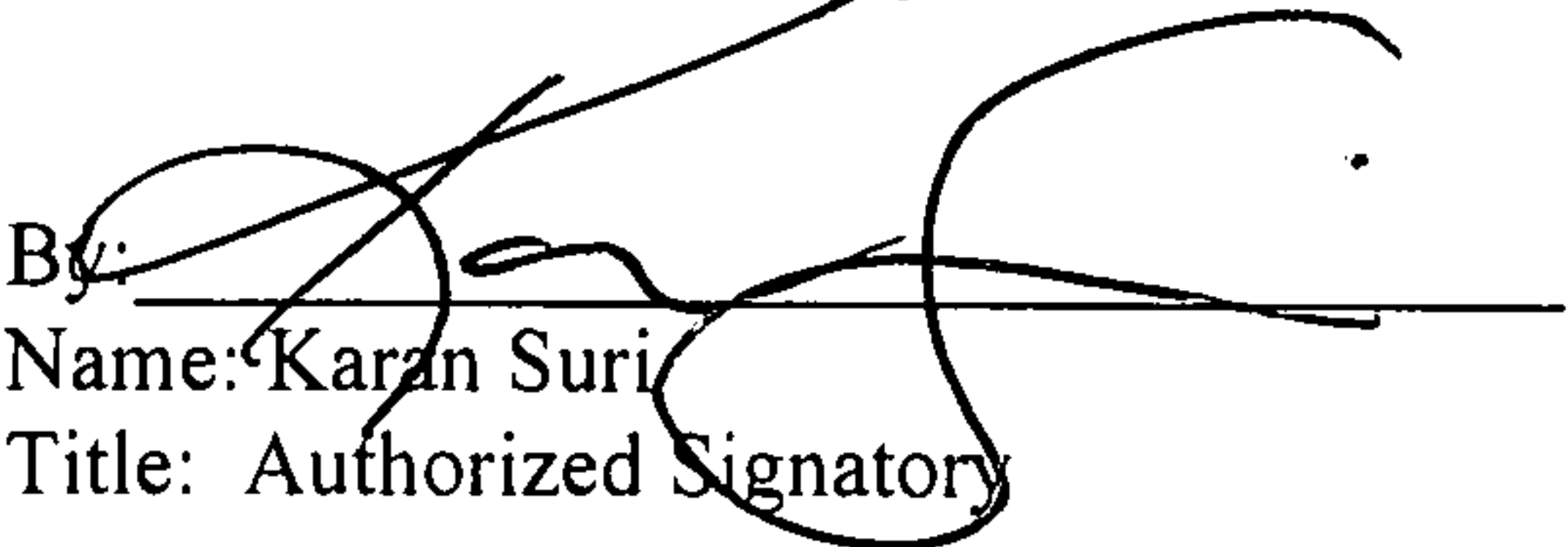
2. MORTGAGOR AND LENDER EACH WAIVES ANY RIGHT TO TRIAL BY JURY WITH RESPECT TO SUCH ISSUE TO THE EXTENT THAT ANY SUCH RIGHT EXISTS NOW OR IN THE FUTURE. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS SEPARATELY GIVEN BY EACH PARTY, KNOWINGLY AND VOLUNTARILY WITH THE BENEFIT OF COMPETENT LEGAL COUNSEL.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]


Mortgagor has executed this Security Instrument on the date of the below acknowledgement, but to be effective on the Effective Date.

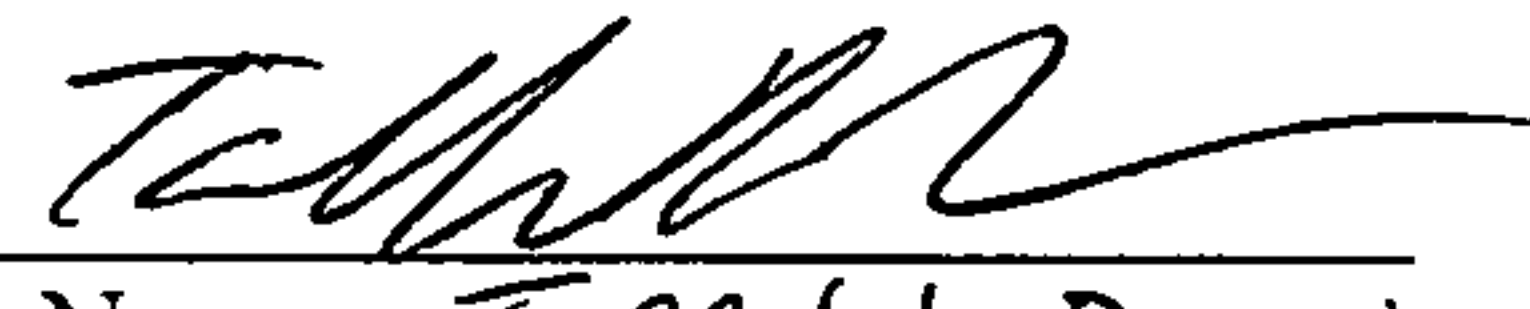
MORTGAGOR:

ARP HOLDCO LLC,
a Delaware limited liability company

By: 
Name: Karan Suri
Title: Authorized Signatory

Witnesses:

By: 
Print Name: Amanda Lillard

By: 
Print Name: Tallulah Bessinger

Notary

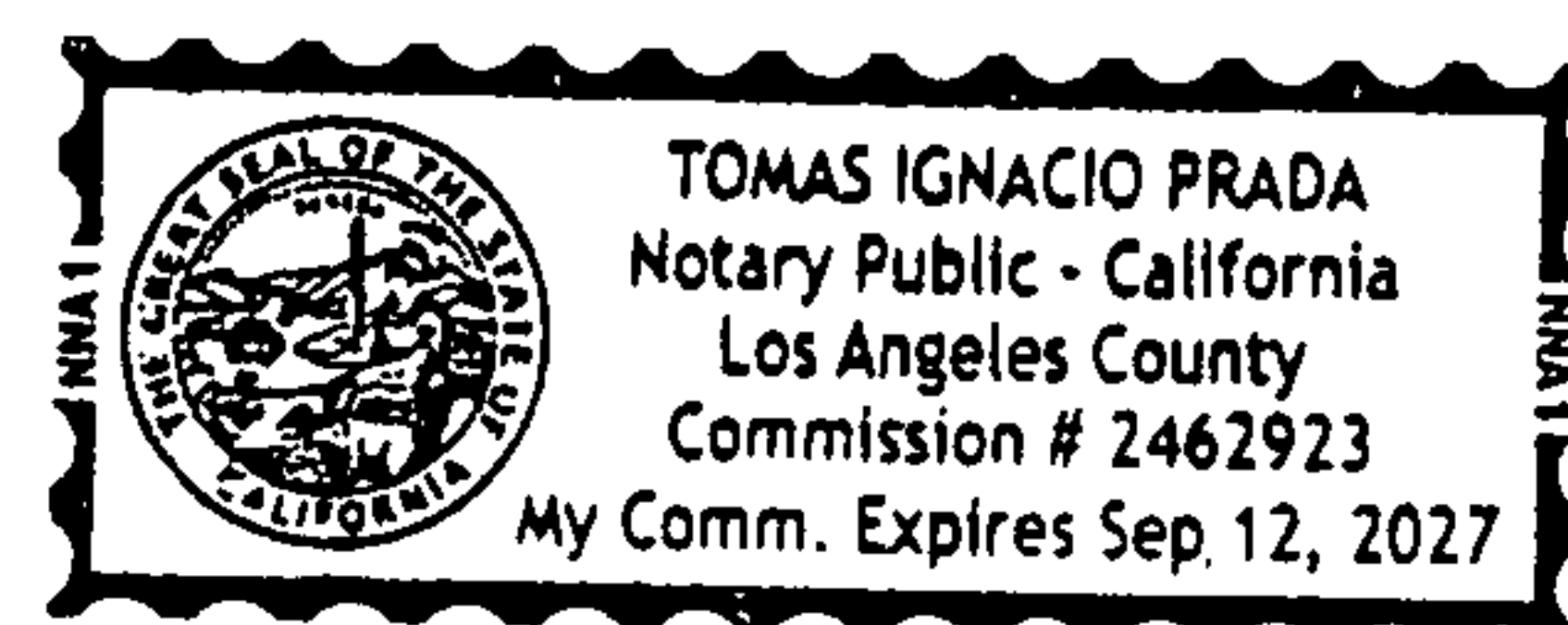
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA
COUNTY OF Los Angeles :

On December 13, 2023, before me, Tomas Prada (a notary public), personally appeared Karan Suri, the Authorized Signatory of **ARP HOLDCO LLC**, a Delaware limited liability company, a Delaware limited liability company, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)



SIGNATURE PAGE
TO
SECURITY INSTRUMENT

EXHIBIT A

LEGAL DESCRIPTION OF LAND

4501 Valleydale Road, Birmingham, AL 35242 ("Birmingham")

The Land referred to herein below is situated in the County of Shelby, State of Alabama, and is described as follows:

LOT 1, ACCORDING TO THE MAP OF VALLEYDALE RITE AID SURVEY AS RECORDED IN MAP BOOK 36, PAGE 21, IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA.

EXHIBIT B

PROPERTY

1. 4501 Valleydale Road, Birmingham, AL 35242 ("Birmingham")

ADDITIONAL PROPERTIES

Property Address

1. 8315 Court Avenue, Hamlin, WV 25523 ("Hamlin")
2. 10 Main Street, Middletown, CT 06457 ("Middletown")
3. 2300 Highway 15, Whitesburg, KY 41858 ("Whitesburg")
4. 6135 E. Virginia Beach Boulevard, Norfolk, VA 23502 ("Norfolk")
5. 2820 Keith Bridge Road, Cumming, GA 30041 ("Cumming")
6. 3645 Concord Parkway South, Concord, NC 28027 ("Concord")
7. 3055 E. Highway 34, Newnan, GA 30265 ("Newnan")
8. 806 East Ash Street, Goldsboro, NC 27530 ("Goldsboro")
9. 406 Lamar Highway, Darlington, SC 29532 ("Darlington")
10. 2300 Wynnton Road, Columbus, GA 31906 ("Columbus")
11. 806 Gratiot Avenue, Saginaw, MI 48602 ("Saginaw")
12. 343 Wallace Wilkinson Boulevard, Liberty, KY 42539 ("Liberty")



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
01/08/2024 08:09:10 AM
\$14509.00 JOANN
20240108000005790

Allen S. Beal

EXHIBIT B
TO
SECURITY INSTRUMENT