

PREPARED BY AND UPON
RECORDATION RETURN TO:
Madison Dragomirescu
Jones Day
901 Lakeside Avenue
Cleveland, OH 44114

LSU: ALFA25-0282, 0283, 0284

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

**(as to the Florida Real Estate, the South Carolina Real Estate and the Alabama Real
Estate)**

**DEED OF TRUST, SECURITY AGREEMENT, ASSIGNMENT OF LEASES AND
RENTS AND FIXTURE FILING**

(as to the North Carolina Real Estate)

**DEED TO SECURE DEBT, ASSIGNMENT OF RENTS AND LEASES, COLLATERAL
ASSIGNMENT OF PROPERTY AGREEMENTS, SECURITY AGREEMENT AND
FIXTURE FILING**

(as to the Georgia Real Estate)

**THE ENTITIES LISTED ON SCHEDULE 1 ATTACHED HERETO,
as grantor (collectively, "Borrower")**

to or for the benefit of

RBC REAL ESTATE CAPITAL CORP., as beneficiary

Dated: As of June 5, 2025

Property Address, County and APN/Tax Nos. Appear on Exhibit A and Exhibit B

AS TO THE FLORIDA REAL ESTATE:

NOTE TO EXAMINER: This Security Instrument secures a Loan (as hereinafter defined) in the

[LEGEND CONTINUES ON FOLLOWING PAGE]

principal amount of \$655,000,000. The Loan is secured by this Security Instrument, which is a "multi-state mortgage" under F.A.C. Rule 12B-4.053(31)(B), pledging as collateral securing the Loan, (A) the parcels of real property legally described on Exhibit A hereto (the "**Florida Real Estate**") and (B) (w) the parcels of real property legally described on Exhibit B hereto located in North Carolina (the "**North Carolina Real Estate**"), (x) the parcels of real property described on Exhibit B hereto located in South Carolina (the "**South Carolina Real Estate**"), (y) the parcels of real property described on Exhibit B hereto located in Alabama (the "**Alabama Real Estate**"), and (z) the parcels of real property described on Exhibit B hereto located in Georgia (the "**Georgia Real Estate**"), together with the North Carolina Real Estate, the South Carolina Real Estate and the Alabama Real Estate, collectively, the "**Non-Florida Real Estate**"). Pursuant to the apportionment rules set forth in the above rule, Florida documentary stamp tax is payable on this multi-state mortgage on a taxable basis calculated by multiplying (i) the principal amount of the Loan by (ii) the percentage of the amount of the indebtedness which the value of the Florida Real Estate bears to the total value of all of the mortgaged property (i.e. the sum of the values of the Florida Real Estate and the Non-Florida Real Estate). The aggregate fair market value of the Florida Real Estate is \$207,500,000 and the value of all of the mortgaged property, wherever located, is \$1,026,200,000. The percentage that the value of the Florida Real Estate bears to the value of the total mortgaged property is 20.22% (the "**Florida Proportion**"). Accordingly, the tax base for purposes of computing Florida documentary stamp tax under this Security Instrument is \$132,441,000 (\$655,000,000 x 20.22%), and therefore, Florida documentary stamp tax in the amount of \$463,543.50 is being paid on this Security Instrument. Nonrecurring intangible tax under this Security Instrument is calculated based on the lesser of (i) the value of the Florida Real Estate and (ii) the principal amount of the Loan multiplied by the Florida Proportion, which is equal to \$132,441,000. Therefore, Florida nonrecurring intangible taxes in amount of \$264,882.00 are being paid on this Security Instrument. See sec. 199.133(2) Fla. Stat. THE ABOVE DOCUMENTARY STAMP AND INTANGIBLE TAXES ARE BEING PAID ON THE COUNTERPART OF THIS MORTGAGE RECORDED IN LAKE COUNTY, FLORIDA in Book _____, Page _____.

[NO FURTHER TEXT ON THIS PAGE]

[LEGEND CONTINUES ON FOLLOWING PAGE]

AS TO THE GEORGIA REAL ESTATE:

NOTE TO TAX COMMISSIONER AND CLERK OF SUPERIOR COURT: THE INDEBTEDNESS SECURED BY THIS DEED TO SECURE DEBT IS SECURED BY SECURITY INSTRUMENTS ENCUMBERING REAL PROPERTIES LOCATED OUTSIDE THE STATE OF GEORGIA AND LOCATED IN CHATHAM, CLAYTON, COBB, FULTON AND GWINNETT COUNTIES, GEORGIA.

NOTE TO TAX COMMISSIONER AND CLERK OF SUPERIOR COURT: This Security Instrument comprises one of several mortgages, deeds to secure debt and deeds of trust encumbering real property located both within and without the state of Georgia securing one or more promissory notes in the initial maximum aggregate principal sum of up to SIX HUNDRED FIFTY-FIVE MILLION AND NO/100 DOLLARS (\$655,000,000.00) and with an outside maturity date (inclusive of extension options) of June 10, 2030. PLEASE SEE ATTACHED AFFIDAVIT CALCULATING THE TAX PAYABLE IN CONNECTION HEREWITH.

THIS SECURITY INSTRUMENT IS BEING RECORDED AS AND SHALL HEREAFTER CONSTITUTE A FIXTURE FILING PURSUANT TO THE TERMS AND PROVISIONS OF SECTION 11-9-502(c) OF THE GEORGIA UNIFORM COMMERCIAL CODE AND OTHER PROVISIONS OF APPLICABLE LAW.

THIS SECURITY INSTRUMENT SECURES FUTURE ADVANCES.

THIS SECURITY INSTRUMENT SECURES ONE OR MORE NOTES WHICH PROVIDE FOR A VARIABLE RATE OF INTEREST.

[NO FURTHER TEXT ON THIS PAGE]

THIS (i) MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF LEASES AND RENTS AND FIXTURE FILING (as to the Florida Real Estate, the South Carolina Real Estate and the Alabama Real Estate), (ii) DEED OF TRUST, SECURITY AGREEMENT, ASSIGNMENT OF LEASES AND RENTS AND FIXTURE FILING (as to the North Carolina Real Estate), and (iii) DEED TO SECURE DEBT, ASSIGNMENT OF RENTS AND LEASES, COLLATERAL ASSIGNMENT OF PROPERTY AGREEMENTS, SECURITY AGREEMENT AND FIXTURE FILING (as to the Georgia Real Estate) (this “Security Instrument”) is made as of this 5th day of June, 2025, by each of the entities listed on Schedule 1 attached hereto, each a Delaware limited liability company, and each having its principal place of business at Five Radnor Corporate Center, 100 Matsonford Road, Suite 250, Radnor, PA 19087, as grantors (collectively, together with their permitted successors and assigns, the “**Borrowers**”), (i) with respect to the Florida Real Estate, the South Carolina Real Estate, the Alabama Real Estate, and the Georgia Real Estate, to or for the benefit of **RBC REAL ESTATE CAPITAL CORP.**, a Delaware corporation, having an address at 200 Crescent Court, Suite 1525, Dallas, Texas 75201, in its capacity as administrative agent for Lender (hereinafter defined) and any Specified Derivatives Provider (as defined in the Loan Agreement (hereinafter defined)) (in such capacity, together with its successors and assigns, “**Agent**”), collectively as beneficiary, (ii) with respect to the North Carolina Real Estate, to First American Title Insurance Company, having an address at 1 First American Way, Santa Ana, CA 92707 (“**Trustee**”), for the benefit of Agent and each Lender and any Specified Derivatives Provider. All capitalized terms not defined herein shall have the respective meanings set forth in the Loan Agreement (hereinafter defined).

RECITALS:

This Security Instrument is given to Agent, on behalf of Lender and any Specified Derivatives Provider, to secure a loan in the original principal amount of \$655,000,000.00 (the “**Loan**”) advanced pursuant to that certain Loan and Security Agreement dated as of the date hereof, among Agent, RBC Real Estate Capital Corp. (in such capacity, together with the other lenders party thereto from time to time and their respective successors and assigns, “**Lender**”), Borrower and certain Affiliates of Borrower (as it may hereafter be modified, supplemented, extended, or renewed and in effect from time to time, the “**Loan Agreement**”). The Loan is evidenced by one or more promissory notes delivered by Borrower (and certain Affiliates of Borrower) in favor of Lender.

Borrower desires to secure the payment of the outstanding principal amount set forth in, and evidenced by, the Loan Agreement and the Note, together with all interest accrued and unpaid thereon and all other sums due to Lender in respect of the Loan under the Note, the Loan Agreement, this Security Instrument or any of the other Loan Documents (defined below) (collectively, the “**Debt**”), the performance of all of the Other Obligations (hereinafter defined) and the Specified Derivatives Obligations; and

This Security Instrument is given pursuant to the Loan Agreement, and payment, fulfillment, and performance of the obligations due thereunder and under the other Loan Documents and the Specified Derivatives Contracts are secured hereby in accordance with the terms hereof.

Article 1 – GRANTS OF SECURITY

Section 1.1. Property Mortgaged. Borrower does hereby irrevocably mortgage, grant, bargain, sell, pledge, assign (to the extent assignable), warrant, transfer, convey and grant a security interest (i) save and except the North Carolina Real Estate, to Agent on behalf of each Lender and any Specified Derivatives Provider, and (ii) to Trustee, with respect to the North Carolina Real Estate, for the benefit of Agent and each Lender and any Special Derivatives Provider, all of Borrower's right, title and interest in and to the following property, rights, interests and estates now owned, or hereafter acquired by Borrower (it being understood that all property of any Tenants under Leases is expressly excluded from the scope of this Security Instrument) (collectively, the "**Property**");

(a) Land. The Florida Real Estate described in Exhibit A attached hereto and made a part hereof;

(b) Non-Florida Collateral. The Non-Florida Real Estate described on Exhibit B attached hereto and made a part hereof, together with all improvements now or in the future thereon, which Non-Florida Real Estate and improvements (together with the Florida Real Estate, the "**Land**") shall subject to the terms, conditions and provisions of this Security Instrument; provided, however, that the terms of any other mortgage, security deed, deed of trust, assignment of rents or similar document to be recorded in any other jurisdiction, and any partial release from or modification thereof, shall prevail over the terms of this Security Instrument as to such other Non-Florida Real Estate. The appraised values of such Non-Florida Real Estate and the Property are described on Exhibit C attached hereto

(c) Additional Land. All additional lands, estates and development rights hereafter acquired by Borrower 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 of this Security Instrument;

(d) Improvements. The buildings, structures, fixtures, additions, enlargements, extensions, modifications, repairs, replacements and improvements now or hereafter erected or located on the Land (collectively, the "**Improvements**");

(e) Easements. 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 reversions 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, rights of dower, rights of curtesy, property, possession, claim and demand whatsoever, both at law and in equity, of Borrower of, in and to the Land and the Improvements, and every part and parcel thereof, with the appurtenances thereto;

(f) Fixtures and Personal Property. All machinery, equipment, fixtures (including, but not limited to, all heating, air conditioning, plumbing, lighting, communications and elevator

fixtures), furniture, software used in or to operate any of the foregoing and other property of every kind and nature whatsoever owned by Borrower, or in which Borrower has or shall have an interest, now or hereafter located upon the Land and the Improvements, or appurtenant thereto, and usable in connection with the present or future operation and occupancy of the Land and the Improvements and all building equipment, materials and supplies of any nature whatsoever owned by Borrower, or in which Borrower has or shall have an interest, now or hereafter located upon the Land and the Improvements, or appurtenant thereto, or usable in connection with the present or future operation and occupancy of the Land and the Improvements (collectively, the “**Personal Property**”), and the right, title and interest of Borrower in and to any of the Personal Property which may be subject to any security interests, as defined in the Uniform Commercial Code, as adopted and enacted by the state or states where any of the Property is located (the “**Uniform Commercial Code**”), and all proceeds and products of the above;

(g) Leases and Rents. In each case, subject to the rights of Borrower hereunder and under the Loan Agreement, and subject to the rights of Tenants under Leases, all leases, subleases, subsubleases, lettings, licenses, concessions or other agreements (whether written or oral) pursuant to which any Person is granted a possessory interest in, or right to use or occupy all or any portion of the Land and the Improvements, and every modification, amendment or other agreement relating to such leases, subleases, subsubleases, or other agreements entered into in connection with such leases, subleases, subsubleases, or other agreements and every guarantee, letter of credit or any other credit support of the performance and observance of the covenants, conditions and agreements to be performed and observed by the other party thereto, heretofore or hereafter entered into, whether before or after the filing by or against Borrower of any petition for relief under any Creditors Rights Laws (collectively, the “**Leases**”) and all right, title and interest of Borrower, its successors and assigns therein and thereunder, including, without limitation, cash or securities deposited thereunder to secure the performance by the lessees of their obligations thereunder and all rents, additional rents, rent equivalents, moneys payable as damages or in lieu of rent or rent equivalents, royalties (including, without limitation, all oil and gas or other mineral royalties and bonuses), income, receivables, receipts, revenues, deposits (including, without limitation, security, utility and other deposits), accounts, cash, issues, profits, charges for services rendered, and other consideration of whatever form or nature received by or paid to or for the account of or benefit of Borrower or its agents or employees from any and all sources arising from or attributable to the Property, including, all receivables, customer obligations, installment payment obligations and other obligations now existing or hereafter arising or created out of the sale, lease, sublease, license, concession or other grant of the right of the use and occupancy of property or rendering of services by Borrower or Manager and proceeds, if any, from business interruption or other loss of income insurance whether paid or accruing before or after the filing by or against Borrower of any petition for relief under any Creditors Rights Laws (collectively, the “**Rents**”) and all proceeds from the sale or other disposition of the Leases and the right to receive and apply the Rents to the payment of the Debt;

(h) Insurance Proceeds. All insurance proceeds in respect of the Property under any insurance policies covering the Property, 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 Property (collectively, the “**Insurance Proceeds**”), in each case, subject to the provisions in the Loan Agreement regarding the application of such proceeds;

(i) Condemnation Awards. All condemnation awards, including interest thereon, actually received by or payable to Borrower, which may heretofore and hereafter be made with respect to the Property by reason of any taking or condemnation, 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 the right), or for a change of grade, or for any other injury to or decrease in the value of the Property (collectively, the “**Awards**”), in each case, subject to the provisions in the Loan Agreement regarding the application of such awards;

(j) Tax Certiorari. All refunds, rebates or credits in connection with reduction in real estate taxes and assessments charged against the Property as a result of tax certiorari or any applications or proceedings for reduction;

(k) Rights. Subject to the terms of the Loan Agreement, the right, in the name and on behalf of Borrower, to appear in and defend any action or proceeding brought with respect to the Property and to commence any action or proceeding to protect the interest of Agent, Lender and any Specified Derivatives Provider in the Property upon the occurrence and during the continuance of an Event of Default;

(l) Agreements. Subject to the rights of Borrower hereunder and under other Loan Documents, all agreements, contracts, certificates, instruments, franchises, permits, licenses, plans, specifications and other documents, now or hereafter entered into, and all rights therein and thereto, respecting or pertaining to the use, occupation, construction, management or operation of the Land and any part thereof and any Improvements or any business or activity conducted on the Land and any part thereof and all right, title and interest of Borrower therein and thereunder, including, without limitation, the right, upon the occurrence and during the continuance of an Event of Default, to receive and collect any sums payable to Borrower thereunder;

(m) Interest Rate Swap Agreement. Any Interest Rate Cap Agreement or Interest Rate Swap Agreement, including, but not limited to, all “accounts”, “chattel paper”, “general intangibles” and “investment property” (as such terms are defined in the Uniform Commercial Code) constituting or relating to the foregoing; and all products and proceeds of any of the foregoing;

(n) Intangibles. All accounts receivable, chattel paper, letter of credit rights, tradenames, trademarks (including all goodwill related thereto), servicemarks, logos, copyrights, goodwill, books and records and all other general intangibles relating to or used in connection with the operation of the Property;

(o) Accounts. All reserves, escrows and deposit accounts maintained by Borrower with respect to the Property, including without limitation, the Accounts and all cash, checks, drafts, certificates, securities, investment property, financial assets, instruments and other property held therein from time to time and all proceeds, products, distributions or dividends or substitutions thereon and thereof (collectively, the “**Accounts**”); together with all deposits or wire transfers made to such accounts and all cash, checks, drafts, certificates, securities, investment property, financial assets, instruments and other property held therein from time to time and all proceeds, products, distributions or dividends or substitutions thereon and thereof;

(p) Proceeds. All proceeds of any of the foregoing items set forth in subsections (a) through (m) including, without limitation, Insurance Proceeds and Awards, whether cash, liquidation claims (or other claims) or otherwise; and

(q) Other Rights. Any and all other rights of Borrower in and to the items set forth in subsections (a) through (n) above.

Section 1.2. ASSIGNMENT OF LEASES AND RENTS. Subject to the rights of Tenants under Leases and subject to Borrower's rights hereunder and in the Loan Agreement, Borrower hereby absolutely and unconditionally assigns to Agent, on behalf of Lender and any Specified Derivatives Provider all of Borrower's right, title and interest in and to all current and future Leases and Rents; it being intended by Borrower that, to the extent permitted under applicable law, this assignment constitutes a present, absolute assignment and not an assignment for additional security only. Nevertheless, subject to the terms of the Loan Agreement and Section 8.1(h) of this Security Instrument, Agent grants to Borrower a revocable license to (i) collect, receive, use and enjoy the Rents and Borrower shall hold the Rents, or a portion thereof sufficient to discharge all current sums due on the Debt, for use in the payment of such sums, and (ii) enforce the terms of the Leases.

Section 1.3. SECURITY AGREEMENT. This Security Instrument is both a real property mortgage and a "security agreement" within the meaning of the Uniform Commercial Code. The Property includes both real and personal property and all other rights and interests, whether tangible or intangible in nature, of Borrower in the Property. By executing and delivering this Security Instrument, Borrower hereby grants to Agent, on behalf of Lender and any Specified Derivatives Provider, as security for the Obligations (hereinafter defined), a security interest in the Personal Property to the full extent that the Personal Property may be subject to the Uniform Commercial Code.

Section 1.4. FIXTURE FILING. Certain of the Property is or will become "fixtures" (as that term is defined in the Uniform Commercial Code) on the Land, and this Security Instrument, upon being filed for record in the real estate records of the city or county wherein such fixtures are situated, shall operate also as a financing statement filed as a fixture filing in accordance with the applicable provisions of said Uniform Commercial Code upon such of the Property that is or may become fixtures. For purposes of the foregoing, Borrower is the debtor (with its address as set forth in this Security Instrument) and Agent is the secured party (with its address as set forth in this Security Instrument).

Section 1.5. CONDITIONS TO GRANT. TO HAVE AND TO HOLD the above granted and described Property unto Agent (to Trustee, with respect to the North Carolina Real Estate, for the benefit of Agent and each Lender and any Specified Derivatives Provider), on behalf of Lender and any Specified Derivatives Provider, and to the use and benefit of Agent (to Trustee, with respect to the North Carolina Real Estate, for the benefit of Agent and each Lender and any Specified Derivatives Provider), on behalf of Lender and any Specified Derivatives Provider, and their successors and assigns, pursuant to the terms and conditions set forth in the Loan Documents; IN TRUST, WITH POWER OF SALE (if permitted in the applicable State in which this Security Instrument is recorded), to secure payment of the Debt at the time and in the manner provided for its payment in the Note and the Loan Agreement; PROVIDED, HOWEVER, these presents are upon the express condition that, if Lender shall be well and truly paid the Debt, and the any

Specified Derivatives Provider shall be well and truly paid the Specified Derivatives Obligations, at the time and in the manner provided in the Note, the Loan Agreement and this Security Instrument, if Borrower shall well and truly perform the Other Obligations (as defined below) as set forth in this Security Instrument and shall well and truly abide by and comply with each and every covenant and condition set forth herein and in the Note, the Loan Agreement and the other Loan Documents, these presents and the estate hereby granted shall automatically cease, terminate and be void.

Article 2 – DEBT AND OBLIGATIONS SECURED

Section 2.1. DEBT. This Security Instrument and the grants, assignments and transfers made in Article 1 are given for the purpose of securing the Secured Obligations. As used herein, “**Secured Obligations**” shall mean, collectively, payment of the Debt and the Specified Derivatives Obligations.

Section 2.2. OTHER OBLIGATIONS. This Security Instrument and the grants, assignments and transfers made in Article 1 are also given for the purpose of securing the performance of the following (the “**Other Obligations**”): (a) all other obligations of Borrower contained herein; (b) each obligation of Borrower contained in the Note, Loan Agreement and any other Loan Document; (c) each obligation of Borrower contained in any renewal, extension, amendment, modification, consolidation, change of, or substitution or replacement for, all or any part of the Note, the Loan Agreement or any other Loan Document.

Section 2.3. SECURED OBLIGATIONS AND OTHER OBLIGATIONS. Borrower’s obligations for the payment of the Secured Obligations and the Other Obligations shall be referred to collectively herein as the “**Obligations.**”

Section 2.4. PAYMENT OF DEBT. Borrower will pay the Secured Obligations at the time and in the manner provided in the Loan Agreement, the Specified Derivatives Contracts, the Note and this Security Instrument.

Section 2.5. INCORPORATION BY REFERENCE. All the covenants, conditions and agreements contained in (a) the Loan Agreement, (b) the Note and (c) all and any of the other Loan Documents, are hereby made a part of this Security Instrument to the same extent and with the same force as if fully set forth herein.

Article 3 – PROPERTY COVENANTS

Borrower covenants and agrees that:

Section 3.1. INSURANCE. Borrower shall obtain and maintain, or cause to be obtained and maintained, in full force and effect at all times insurance with respect to Borrower and the Property as required pursuant to the Loan Agreement.

Section 3.2. TAXES AND OTHER CHARGES. Borrower shall pay all real estate and personal property taxes, assessments, water rates or sewer rents (collectively “**Taxes**”), ground rents, maintenance charges, impositions (other than Taxes), and any other charges, including, without limitation, vault charges and license fees for the use of vaults, chutes and similar areas adjoining

the Property (collectively, “**Other Charges**”), now or hereafter levied or assessed or imposed against the Property or any part thereof subject to and in accordance with the Loan Agreement.

Section 3.3. LEASES. Borrower shall not (and shall not permit any other applicable Person to) enter into any Leases for all or any portion of the Property unless in accordance with the provisions of the Loan Agreement.

Section 3.4. WARRANTY OF TITLE. The provisions of Section 4.13 of the Loan Agreement are hereby incorporated by reference herein.

Article 4 – FURTHER ASSURANCES

Section 4.1. COMPLIANCE WITH LOAN AGREEMENT. Borrower shall comply with all covenants set forth in the Loan Agreement relating to acts or other further assurances to be made on the part of Borrower in order to protect and perfect the lien or security interest hereof upon, and in the interest of Agent in, the Property.

Section 4.2. AUTHORIZATION TO FILE FINANCING STATEMENTS; POWER OF ATTORNEY. Borrower hereby authorizes Agent and its counsel at any time and from time to time at closing of the Loan and upon receipt of written request from Agent, to file any initial financing statements, amendments thereto and continuation statements as authorized by applicable law, as applicable to all or part of the Property and as necessary or required in connection herewith, describing the collateral as all assets of Borrower, all Property of Borrower or using words with similar effect. For purposes of such filings, Borrower agrees to furnish any information reasonably requested by Agent within ten (10) Business Days of Agent’s written request. Borrower authorizes Agent and its counsel to describe the collateral in such financing statements as all assets of Borrower, all personal property of Borrower or using words of similar effect. Borrower also ratifies its authorization for Agent to have filed any like initial financing statements, amendments thereto or continuation statements, if filed prior to the date of this Security Instrument. Borrower hereby irrevocably constitutes and appoints Agent and any officer or agent of Agent, with full power of substitution, as its true and lawful attorneys-in-fact with full irrevocable power and authority in the place and stead of Borrower or in Borrower’s own name to execute in Borrower’s name any such documents and otherwise to carry out the purposes of this Section 4.2, to the extent that Borrower’s authorization above is not sufficient and Borrower fails or refuses to promptly execute such documents. To the extent permitted by law, Borrower hereby ratifies all acts said attorneys-in-fact have lawfully done in the past or shall lawfully do or cause to be done in the future by virtue hereof. This power of attorney is a power coupled with an interest and shall be irrevocable; provided, however, Agent agrees not to exercise such power of attorney unless an Event of Default has occurred and is continuing.

Section 4.3. DOCUMENTARY STAMP, INTANGIBLE AND SIMILAR TAXES. If at any time the United States of America, any State thereof or any subdivision of any such State shall require revenue tax, documentary stamp tax, intangible tax or other tax or stamps to be affixed to or paid with respect to the Note, this Security Instrument, or any of the other Loan Documents, or shall impose any other tax or charge on the same, Borrower will pay for the same, with interest and penalties thereon, if any

Article 5 – DUE ON SALE/ENCUMBRANCE

Section 5.1. NO SALE/ENCUMBRANCE. Except in accordance with the express terms and conditions contained in the Loan Agreement, Borrower shall not cause or permit a sale, conveyance, mortgage, grant, bargain, encumbrance, pledge, assignment, or grant of any options with respect to, or any other transfer or disposition (directly or indirectly, voluntarily or involuntarily, by operation of law or otherwise, and whether or not for consideration or of record) of a direct or indirect legal or beneficial interest in the Property or any part thereof, Borrower, any constituent owner or other holder of a direct or indirect equity interest in Borrower, any indemnitor or other guarantor of the Loan, any constituent owner or other holder of a direct or indirect equity interest in such indemnitor or guarantor, any manager or operating lessee of the Property that is affiliated with Borrower or any constituent owner or other holder of a direct or indirect equity interest in such manager or such operating lessee. Borrower expressly agrees that upon a violation of this Section 5.1 by Borrower and acceleration of the principal balance of the Note because of such violation, Borrower shall pay all sums required to be paid in connection with a prepayment after an Event of Default and acceleration of the principal balance, if any, as described in the Loan Agreement. Borrower expressly acknowledges that Borrower has received adequate consideration for the foregoing agreement.

Article 6 – PREPAYMENT; RELEASE OF PROPERTY

Section 6.1. PREPAYMENT. The Debt may not be prepaid in whole or in part except in strict accordance with the express terms and conditions of the Note and the Loan Agreement.

Section 6.2. RELEASE OF PROPERTY. Borrower shall not be entitled to a release of any portion of the Property from the lien of this Security Instrument except in accordance with terms and conditions of the Loan Agreement.

Article 7 – DEFAULT

Section 7.1. EVENT OF DEFAULT. The term “**Event of Default**” as used in this Security Instrument shall have the meaning assigned to such term in the Loan Agreement.

Article 8 – Rights And Remedies Upon Default

Section 8.1. REMEDIES. Upon the occurrence and during the continuance of any Event of Default, Borrower agrees that Agent may take such action, without notice or demand, except as may be required by applicable law or the Loan Documents, as it deems reasonably necessary to protect and enforce its rights against Borrower and in and to the Property, including, but not limited to, the following actions, each of which may be pursued concurrently or otherwise, at such time and in such order as Agent may determine, in its sole discretion, without impairing or otherwise affecting the other rights and remedies of Agent:

- (a) declare the entire unpaid Debt to be immediately due and payable;
- (b) institute proceedings, non-judicial, judicial or otherwise, for the complete foreclosure of this Security Instrument under any applicable provision of law, in which case the

Property or any interest therein may be sold for cash or upon credit in one or more parcels or in several interests or portions and in any order or manner;

(c) with or without entry, to the extent permitted and pursuant to the procedures provided by applicable law, institute proceedings for the partial foreclosure of this Security Instrument for the portion of the Debt then due and payable, subject to the continuing lien and security interest of this Security Instrument for the balance of the Debt not then due, unimpaired and without loss of priority;

(d) sell for cash or upon credit the Property or any part thereof and all estate, claim, demand, right, title and interest of Borrower therein and rights of redemption thereof, pursuant to power of sale or otherwise, at one or more sales, as an entirety or in parcels, at such time and place, upon such terms and after such notice thereof as may be required or permitted by law;

(e) institute an action, suit or proceeding in equity for the specific performance of any covenant, condition or agreement contained herein, in the Note, the Loan Agreement or in the other Loan Documents;

(f) recover judgment on the Note either before, during or after any proceedings for the enforcement of this Security Instrument or the other Loan Documents to the extent permitted and pursuant to the procedures provided by applicable law;

(g) seek and obtain the appointment of a receiver, trustee, liquidator or conservator of the Property, without notice and without regard for the adequacy of the security for the Debt and without regard for the solvency of Borrower, any guarantor or indemnitor under the Loan or any other Person liable for the payment of the Debt;

(h) the license granted to Borrower under Section 1.2 hereof shall automatically be revoked and Agent may, subject to the terms of the Loan Documents and applicable law, enter into or upon the Property, either personally or by its agents, nominees or attorneys and dispossess Borrower and its agents and servants therefrom, without liability for trespass, damages or otherwise (except to the extent caused by the gross negligence, willful misconduct or illegal acts of Agent or Lender) and exclude Borrower and its agents or servants wholly therefrom, and take possession of all books, records and accounts relating thereto and Borrower agrees to surrender possession of the Property and of such books, records and accounts to Agent upon demand, and thereupon Agent may, subject to the rights of Tenants under Leases, (i) use, operate, manage, control, insure, maintain, repair, restore and otherwise deal with all and every part of the Property and conduct the business thereat; (ii) complete any construction on the Property in such manner and form as Agent deems advisable; (iii) make alterations, additions, renewals, replacements and improvements to or on the Property; (iv) exercise all rights and powers of Borrower with respect to the Property, whether in the name of Borrower or otherwise, including, without limitation, the right to make, cancel, enforce or modify Leases, obtain and evict tenants, and demand, sue for, collect and receive all Rents of the Property and every part thereof; (v) require Borrower to pay monthly in advance to Agent, or any receiver appointed to collect the Rents, the fair and reasonable rental value for the use and occupation of such part of the Property as may be occupied by Borrower; (vi) require Borrower to vacate and surrender possession of the Property to Agent or to such receiver and, in default thereof, Borrower may be evicted by summary proceedings or

otherwise; and (vii) apply the receipts from the Property to the payment of the Debt, in such order, priority and proportions as Agent shall deem appropriate in its sole discretion after deducting therefrom all out-of-pocket expenses (including reasonable attorneys' fees) incurred in connection with the aforesaid operations and all amounts necessary to pay the Taxes, Other Charges, insurance and other expenses in connection with the Property. If at any time such license is revoked by Agent and thereafter all Events of Default are cured, such license shall be automatically reinstated and shall remain in full force and effect;

(i) apply any sums then deposited or held in escrow or otherwise by or on behalf of Agent in accordance with the terms of the Loan Agreement, this Security Instrument or any other Loan Document and/or the Accounts to the payment of the following items in any order in its sole discretion: (i) Taxes and Other Charges; (ii) insurance premiums; (iii) (x) interest on the unpaid principal balance of the Debt and (y) any ordinary course settlement payments and the aggregate amount of any termination payments owing under any Specified Derivative Contracts; (iv) amortization of the unpaid principal balance of the Debt; and (v) all other sums payable pursuant to the Note, the Loan Agreement, this Security Instrument, the other Loan Documents, and the Specified Derivatives Contracts, including without limitation advances made by Agent or any Lender pursuant to the terms of this Security Instrument;

(j) surrender the insurance policies maintained pursuant to the Loan Agreement, collect the unearned insurance premiums for such insurance policies and apply such sums as a credit on the Debt in such priority and proportion as Agent in its discretion shall deem proper, and in connection therewith, Borrower hereby appoints Agent as agent and attorney-in-fact (which is coupled with an interest and is therefore irrevocable) for Borrower to collect such insurance premiums; provided, however, Agent agrees not to exercise any of the foregoing powers contained in this subclause (j) unless an Event of Default has occurred and is continuing;

(k) apply the undisbursed balance of any deposit made by Borrower with Agent in connection with the restoration of the Property after a casualty thereto or condemnation thereof, together with interest thereon, to the payment of the Debt in such order, priority and proportions as Agent shall deem to be appropriate in its discretion; and/or

(l) pursue such other remedies as Agent may have under applicable law.

In the event of a sale, by foreclosure, power of sale or otherwise, of less than all of Property, this Security Instrument shall continue as a lien and security interest on the remaining portion of the Property unimpaired and without loss of priority.

Section 8.2. APPLICATION OF PROCEEDS. Upon the occurrence and during the continuance of any Event of Default, the purchase money, proceeds and avails of any disposition of the Property (or any part thereof) and any other sums collected by Agent pursuant to the Note, this Security Instrument or the other Loan Documents may, in each case, be applied by Agent to the payment of the Debt in such order, priority and proportions as Agent in its sole discretion shall determine.

Section 8.3. RIGHT TO CURE DEFAULTS. Upon the occurrence and during the continuance of any Event of Default, Agent may, but without any obligation to do so except as

may be expressly required by the terms of the Loan Documents and applicable law, without notice to or demand on Borrower and without releasing Borrower from any obligation hereunder, make or do the same in such manner and to such extent as Agent may deem necessary to protect the security hereof. Upon the occurrence and during the continuance of an Event of Default, Agent is authorized to enter upon the Property for such purposes (subject to the rights of any Tenants under any Leases), or appear in, defend, or bring any action or proceeding to protect its interest in the Property or to foreclose this Security Instrument or collect the Debt, and Agent's out-of-pocket costs and expenses actually incurred thereof (including reasonable attorneys' fees to the extent permitted by law), with interest as provided in this Section 8.3, shall constitute a portion of the Debt and shall be due and payable to Agent upon demand. All such out-of-pocket costs and expenses actually incurred by Agent in remedying such Event of Default or in appearing in, defending, or bringing any such action or proceeding shall bear interest at the lesser of (a) the Default Rate (as such term is defined in the Loan Agreement) or (b) the Maximum Legal Rate (as such term is defined in the Loan Agreement), for the period after notice from Agent to Borrower that such cost or expense was actually incurred to the date of payment to Agent. All such out-of-pocket costs and expenses actually incurred by Agent together with interest thereon calculated at such rate shall be deemed to constitute a portion of the Debt and be secured by this Security Instrument and the other Loan Documents and shall be immediately due and payable upon demand by Agent therefor.

Section 8.4. ACTIONS AND PROCEEDINGS. Upon the occurrence and during the continuance of an Event of Default, Agent has the right to appear in and defend any action or proceeding brought with respect to the Property and to bring any action or proceeding, in the name and on behalf of Borrower, which Agent, in its discretion, decides should be brought to protect its interest in the Property.

Section 8.5. RECOVERY OF SUMS REQUIRED TO BE PAID. Upon the occurrence and during the continuance of an Event of Default, Agent shall have the right from time to time to, subject to the terms of the Loan Documents and applicable law, take action to recover any sum or sums which constitute a part of the Debt as the same become due, without regard to whether or not the balance of the Debt shall be due, and without prejudice to the right of Agent thereafter to bring an action of foreclosure, or any other action, for an Event of Default by Borrower existing at the time such earlier action was commenced.

Section 8.6. OTHER RIGHTS, ETC. (a) The failure of Agent to insist upon strict performance of any term hereof shall not be deemed to be a waiver of any term of this Security Instrument. Borrower shall not be relieved of Borrower's obligations hereunder by reason of (i) the failure of Agent to comply with any request of Borrower or any guarantor or indemnitor with respect to the Loan to take any action to foreclose this Security Instrument or otherwise enforce any of the provisions hereof or of the Note or the other Loan Documents, (ii) the release, regardless of consideration, of the whole or any part of the Property, or of any Person liable for the Debt or any portion thereof (except upon the indefeasible repayment in full of the Debt), or (iii) any agreement or stipulation by Agent extending the time of payment or otherwise modifying or supplementing the terms of the Note, this Security Instrument or the other Loan Documents. (b)

Subject to the terms of the other Loan Documents, it is agreed that the risk of loss or damage to the Property is on Borrower, and Agent shall have no liability whatsoever for decline in the value of the Property, for failure to maintain the insurance policies required to be maintained

pursuant to the Loan Agreement, or for failure to determine whether insurance in force is adequate as to the amount of risks insured. Possession by Agent shall not be deemed an election of judicial relief if any such possession is requested or obtained with respect to any Property or collateral not in Agent's possession.

(c) Upon the occurrence and during the continuance of an Event of Default, Agent may resort for the payment of the Debt to any other security held by Agent in such order and manner as Agent, in its discretion, may elect. Agent may take action to recover the Debt, or any portion thereof, or to enforce any covenant hereof without prejudice to the right of Agent thereafter to foreclose this Security Instrument. The rights of Agent under this Security Instrument shall be separate, distinct and cumulative and none shall be given effect to the exclusion of the others. No act of Agent shall be construed as an election to proceed under any one provision herein to the exclusion of any other provision. Agent shall not be limited exclusively to the rights and remedies herein stated but shall be entitled to every right and remedy now or hereafter afforded at law or in equity.

Section 8.7. RIGHT TO RELEASE ANY PORTION OF THE PROPERTY. Agent may release any portion of the Property for such consideration as Agent may require without, as to the remainder of the Property, in any way impairing or affecting the lien or priority of this Security Instrument, or improving the position of any subordinate lienholder with respect thereto, except to the extent that the obligations hereunder shall have been reduced by the actual monetary consideration, if any, received by Agent for such release, and may accept by assignment, pledge or otherwise any other property in place thereof as Agent may require without being accountable for so doing to any other lienholder. This Security Instrument shall continue as a lien and security interest in the remaining portion of the Property.

Section 8.8. RIGHT OF ENTRY. Subject to the terms and conditions of the Loan Agreement and the other Loan Documents, Agent and its agents shall have the right to enter and inspect the Property at all reasonable times.

Section 8.9. BANKRUPTCY. (a) Upon the occurrence and during the continuance of an Event of Default, Agent shall have the right to proceed in its own name or in the name of Borrower in respect of any claim, suit, action or proceeding relating to the rejection of any Lease, including, without limitation, the right to file and prosecute, to the exclusion of Borrower, any proofs of claim, complaints, motions, applications, notices and other documents, in any case in respect of the lessee under such Lease under the Bankruptcy Code. (b) If there shall be filed by or against Borrower a petition under the Bankruptcy Code and Borrower, as lessor under any Lease, shall determine to reject such Lease pursuant to Section 365(a) of the Bankruptcy Code, then Borrower shall give Agent not less than ten (10) days' prior notice of the date on which Borrower shall apply to the bankruptcy court for authority to reject the Lease. Agent shall have the right, but not the obligation, to serve upon Borrower within such ten-day period a notice stating that (i) Agent demands that Borrower assume and assign the Lease to Agent pursuant to Section 365 of the Bankruptcy Code and (ii) Agent covenants to cure or provide adequate assurance of future performance under the Lease. If Agent serves upon Borrower the notice described in the preceding sentence, Borrower shall not seek to reject the Lease and shall comply with the demand provided for in clause (i) of the preceding sentence within thirty (30) days after the notice shall

have been given, subject to the performance by Agent of the covenant provided for in clause (ii) of the preceding sentence.

Section 8.10. SUBROGATION. If any or all of the proceeds of the Note have been used to extinguish, extend or renew any indebtedness of Borrower heretofore existing against the Property, then, to the extent of the funds so used, Agent, Lender and any Specified Derivatives Provider shall be subrogated to all of the rights, claims, liens, titles, and interests existing against the Property heretofore held by, or in favor of, the holder of such indebtedness and such former rights, claims, liens, titles, and interests, if any, are not waived but rather are continued in full force and effect in favor of Agent and are merged with the lien and security interest created herein as cumulative security for the repayment of the Debt, the performance and discharge of the Other Obligations.

Article 9 – ENVIRONMENTAL HAZARDS

Section 9.1. ENVIRONMENTAL COVENANTS. Borrower has provided representations, warranties and covenants regarding environmental matters set forth in the Environmental Indemnity and Borrower shall comply with the aforesaid covenants regarding environmental matters.

Article 10 – WAIVERS

Section 10.1. MARSHALLING AND OTHER MATTERS. Borrower hereby waives, to the extent permitted by law, the benefit of all Legal Requirements now or hereafter in force regarding appraisement, valuation, stay, extension, reinstatement and redemption and all rights of marshalling in the event of any sale hereunder of the Property or any part thereof or any interest therein. Further, Borrower hereby expressly waives any and all rights of redemption from sale under any order or decree of foreclosure of this Security Instrument on behalf of Borrower, and on behalf of each and every Person acquiring any interest in or title to the Property subsequent to the date of this Security Instrument and on behalf of all Persons to the extent permitted by Legal Requirements.

Section 10.2. WAIVER OF NOTICE. Borrower shall not be entitled to any notices of any nature whatsoever from Agent except with respect to matters for which this Security Instrument, the Loan Agreement or other Loan Documents specifically and expressly provides for the giving of notice by Agent to Borrower and except with respect to matters for which Borrower is not permitted by Legal Requirements to waive its right to receive notice, and Borrower hereby expressly waives the right to receive any notice from Agent with respect to any matter for which this Security Instrument, the Loan Agreement or the other Loan Documents does not specifically and expressly provide for the giving of notice by Agent to Borrower.

Section 10.3. INTENTIONALLY OMITTED.

Section 10.4. SOLE DISCRETION OF AGENT. Whenever pursuant to this Security Instrument, Agent exercises any right given to it to approve or disapprove, or any arrangement or term is to be satisfactory to Agent, the decision of Agent to approve or disapprove or to decide whether arrangements or terms are satisfactory or not satisfactory shall (except as is otherwise specifically herein provided) be in the sole discretion of Agent and shall be final and conclusive.

Section 10.5. WAIVER OF TRIAL BY JURY. BORROWER AND AGENT EACH HEREBY AGREES NOT TO ELECT A TRIAL BY JURY OF ANY ISSUE TRIABLE OF RIGHT BY JURY, AND WAIVES ANY RIGHT TO TRIAL BY JURY FULLY TO THE EXTENT THAT ANY SUCH RIGHT SHALL NOW OR HEREAFTER EXIST WITH REGARD TO THE LOAN DOCUMENTS, OR ANY CLAIM, COUNTERCLAIM OR OTHER ACTION ARISING IN CONNECTION THEREWITH. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS GIVEN KNOWINGLY AND VOLUNTARILY BY BORROWER AND AGENT, AND IS INTENDED TO ENCOMPASS INDIVIDUALLY EACH INSTANCE AND EACH ISSUE AS TO WHICH THE RIGHT TO A TRIAL BY JURY WOULD OTHERWISE ACCRUE. EACH OF AGENT AND BORROWER IS HEREBY AUTHORIZED TO FILE A COPY OF THIS PARAGRAPH IN ANY PROCEEDING AS CONCLUSIVE EVIDENCE OF THIS WAIVER BY BORROWER AND AGENT.

Section 10.6. WAIVER OF FORECLOSURE DEFENSE. Borrower hereby waives any defense Borrower might assert or have by reason of Agent's failure to make any tenant or lessee of the Property a party defendant in any foreclosure proceeding or action instituted by Agent.

Article 11 – EXCULPATION

Section 11.1. EXCULPATION. The provisions of Article 13 of the Loan Agreement are hereby incorporated by reference into this Security Instrument to the same extent and with the same force as if fully set forth herein.

Article 12 – NOTICES

Section 12.1. NOTICES. All notices or other written communications hereunder shall be delivered in accordance with the applicable terms and conditions of the Loan Agreement

Article 13 – APPLICABLE LAW

Section 13.1. GOVERNING LAW. THE PROVISIONS OF THIS SECURITY INSTRUMENT REGARDING THE FOLLOWING SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE IN WHICH THE PROPERTY IS LOCATED (AND FOR SUCH PURPOSES, THE TERM "PROPERTY" SHALL INCLUDE THE LAND, THE IMPROVEMENTS, THE PERSONAL PROPERTY, THE LEASES AND THE RENTS): (I) THE TRANSFER OR CREATION OF AN INTEREST IN PROPERTY FOR SECURITY PURPOSES OR OTHERWISE, (II) THE NATURE OF AN INTEREST IN PROPERTY THAT IS TRANSFERRED OR CREATED BY THIS TRANSACTION, (III) THE METHOD FOR FORECLOSURE OF A LIEN ON PROPERTY, (IV) THE NATURE OF AN INTEREST IN PROPERTY THAT RESULTS FROM FORECLOSURE, AND (V) THE MANNER AND EFFECT OF RECORDING OR FAILING TO RECORD EVIDENCE OF A TRANSACTION THAT TRANSFERS OR CREATES AN INTEREST IN PROPERTY. ALL OTHER PROVISIONS OF THIS SECURITY INSTRUMENT, ANY CLAIM OR CONTROVERSY ARISING OUT OF THE SUBJECT MATTER HEREOF WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE, AND THE RIGHTS AND OBLIGATIONS OF BORROWER AND AGENT

SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO THE CONFLICT OF LAWS PRINCIPLES THEREOF (OTHER THAN SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW), TO THE EXTENT THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION WOULD BE REQUIRED THEREBY, AND FURTHER, NOTWITHSTANDING THE FOREGOING, WITH RESPECT TO ANY PERSONAL PROPERTY INCLUDED IN THE "PROPERTY", THE CREATION OF THE SECURITY INTEREST THEREIN SHALL BE GOVERNED BY THE UNIFORM COMMERCIAL CODE IN EFFECT IN THE STATE OF NEW YORK FROM TIME TO TIME AND THE PERFECTION, THE EFFECT OF PERFECTION OR NON-PERFECTION AND PRIORITY OF SUCH SECURITY INTEREST SHALL BE GOVERNED IN ACCORDANCE WITH THE MANDATORY CHOICE OF LAW RULES SET FORTH IN THE UNIFORM COMMERCIAL CODE IN EFFECT IN THE STATE OF NEW YORK FROM TIME TO TIME.

Section 13.2. PROVISIONS SUBJECT TO APPLICABLE LAW. All rights, powers and remedies provided in this Security Instrument may be exercised only to the extent that the exercise thereof does not violate any applicable provisions of law and are intended to be limited to the extent necessary so that they will not render this Security Instrument invalid, unenforceable or not entitled to be recorded, registered or filed under the provisions of any applicable law. If any term of this Security Instrument or any application thereof shall be invalid or unenforceable, the remainder of this Security Instrument and any other application of the term shall not be affected thereby.

Article 14 – DEFINITIONS

Section 14.1. GENERAL DEFINITIONS. Unless the context clearly indicates a contrary intent or unless otherwise specifically provided herein, words used in this Security Instrument may be used interchangeably in singular or plural form and the word "Borrower" shall mean "each Borrower and any subsequent owner or owners of the Property or any part thereof or any interest therein," the word "Agent" shall mean "Agent and any of Agent's successors and assigns," the word "Lender" shall mean "any Lender and any of such Lender's successors and assigns," the word "Note" shall mean "the Note and any other evidence of indebtedness secured by this Security Instrument," the word "Property" shall include any portion of the Property and any interest therein, and, subject to the provisions of the Loan Documents, the phrases "attorneys' fees", "legal fees" and "counsel fees" shall include any and all reasonable out-of-pocket attorneys', paralegal and law clerk fees, including, but not limited to, fees at the pre-trial, trial and appellate levels incurred or paid by Agent in protecting its interest in the Property, the Leases and the Rents and enforcing its rights hereunder. In the event of any conflict or inconsistency between the provisions of the Loan Agreement and the provisions of this Security Instrument, the provisions of the Loan Agreement shall control and be binding.

Article 15 – MISCELLANEOUS PROVISIONS

Section 15.1. NO ORAL CHANGE. This Security Instrument, and any provisions hereof, may not be modified, amended, waived, extended, changed, discharged or terminated orally or by any act or failure to act on the part of Borrower or Agent, but only by an agreement in writing signed by the party against whom enforcement of any modification, amendment, waiver, extension, change, discharge or termination is sought.

Section 15.2. SUCCESSORS AND ASSIGNS. This Security Instrument shall be binding upon and inure to the benefit of Borrower and Agent and their respective successors and permitted assigns forever.

Section 15.3. INAPPLICABLE PROVISIONS. If any term, covenant or condition of the Loan Agreement, the Note or this Security Instrument is held to be invalid, illegal or unenforceable in any respect, the Loan Agreement, the Note and this Security Instrument shall be construed without such provision.

Section 15.4. HEADINGS, ETC. The headings and captions of various Sections of this Security Instrument are for convenience of reference only and are not to be construed as defining or limiting, in any way, the scope or intent of the provisions hereof.

Section 15.5. NUMBER AND GENDER. Whenever the context may require, any pronouns used herein shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns and pronouns shall include the plural and vice versa.

Section 15.6. ENTIRE AGREEMENT. This Security Instrument and the other Loan Documents contain the entire agreement of the parties hereto and thereto in respect of the transactions contemplated hereby and thereby, and all prior agreements among or between such parties, whether oral or written, are superseded by the terms of this Security Instrument and the other Loan Documents.

Section 15.7. PRIORITY OF LOAN AND INTEREST RATE SWAP AGREEMENTS. Notwithstanding anything to the contrary contained in this Security Instrument, the sums secured hereby payable under the Note and the Loan Agreement and otherwise in respect of the Loan shall have equal priority with the Specified Derivatives Obligations secured hereby.

Section 15.8. SPECIFIED DERIVATIVES OBLIGATIONS. Borrower agrees that Borrower shall be liable to Agent for the benefit of Lender and any Specified Derivatives Provider for all Specified Derivatives Obligations and that the Specified Derivatives Obligations are secured by the lien of this Security Instrument

Section 15.9. LIMITATION ON AGENT'S RESPONSIBILITY. No provision of this Security Instrument shall operate to place any obligation or liability for the control, care, management or repair of the Property upon Agent, nor shall it operate to make Agent responsible or liable for any waste committed on the Property by the tenants or any other Person, or for any dangerous or defective condition of the Property, or for any negligence in the management, upkeep, repair or control of the Property resulting in loss or injury or death to any tenant, licensee, employee or stranger, except, in each case, to the extent caused by the gross negligence, willful misconduct or illegal acts of Agent. Nothing herein contained shall be construed as constituting Agent a "mortgagee in possession."

Section 15.10. PRINCIPLES OF CONSTRUCTION. In the event of a conflict or inconsistency between the terms of this Security Instrument and the Loan Agreement, the terms and provisions of the Loan Agreement shall govern.

Article 16 - STATE-SPECIFIC PROVISIONS

Section 16.1. FLORIDA PROVISIONS. Notwithstanding anything to the contrary elsewhere in this Security Instrument, with respect to the Florida Real Estate the following provisions shall apply:

(a) Maximum Debt Secured; Future Advances. In addition to all other indebtedness secured by the lien of this Security Instrument, this Security Instrument is a "Future Advance Mortgage" pursuant to Chapter 697.04 Florida Statutes et seq and shall secure and constitute a first lien on the Property for all future advances made by Lender pursuant to the Loan Agreement for any purpose prior to the twentieth anniversary of the date hereof to the same extent as if such future advances were made on the date of the execution of this Security Instrument. Any such advances shall be made in accordance with the Loan Agreement. The total amount of the principal indebtedness that may be secured by this Security Instrument may increase or decrease from time to time, but the total unpaid principal balance of such indebtedness secured at any one time by this Security Instrument shall not exceed \$1,310,000,000, plus interest thereon, and any disbursements made by Lender pursuant to the terms of this Security Instrument for the payment of impositions, taxes, assessments, levies, insurance, or otherwise with interest on such disbursements at the rate set forth in the Note, plus any increases in the principal balance as the result of negative amortization or deferred interest, if any. It is agreed that any additional sum or sums advanced by Lender pursuant to the terms hereof shall be equally secured with and have the same priority as the original Debt and shall be subject to all of the terms, provisions and conditions of this Security Instrument, whether or not such additional loans or advances are evidenced by other promissory notes or other guaranties of Borrower and whether or not identified by a recital that it or they are secured by this Security Instrument. It is further agreed that any additional promissory note or guaranty or promissory notes or guaranties executed and delivered pursuant to this paragraph shall automatically be deemed to be included in the term "Note" wherever it appears in the context of this Security Instrument. It is understood and agreed that this future advance provision shall not be construed to obligate Lender to make any such additional loans or advances. It is the intent of Borrower and Lender that this provision comply with and be in conformity with Florida Statutes Section 697.04. Borrower hereby expressly waives and relinquishes any rights granted under Florida Statutes, Section 697.04, or otherwise, to limit the amount of indebtedness that may be secured by this Security Instrument at any time during the term of this Security Instrument. Borrower further covenant not to file a notice limiting the maximum amount which may be secured by this Security Instrument pursuant to Section 697.04(1)(b) of the Florida Statutes and agrees that any such notice, if filed, shall be null and void, or in the event such nullification shall be held invalid by a court of competent jurisdiction, the filing of any such notice shall be an Event of Default as of the date of such filing.

(b) Assignment of Rents. The assignment of rents contained in this Security Instrument is intended to, and does, constitute an assignment of rents as contemplated in Florida Statutes, Section 697.07. If an Event of Default then exists, Lender shall be entitled to the remedies provided in said Section 697.07, in addition to all rights and remedies, whether procedural or substantive, in effect at the time of execution or enforcement of this Security Instrument. Nothing contained in this Section 15.2(b) will diminish, alter, impair, or affect any other rights and remedies of Lender, including but not limited to, the appointment of a receiver, nor will any provision herein, diminish, alter, impair or affect any rights or powers of the receiver in law or equity or as set forth elsewhere

in this Security Instrument. In addition, this assignment of rents will be fully operative without regard to value of the Property or without regard to the adequacy of the Property to serve as security for the obligations owed by Borrower to Lender, and will be in addition to any rights arising under Florida Statutes, Section 697.07. Except for the notices of default required under this Security Instrument, if any, Borrower waives any further notice of default or demand for turnover of Rents to Lender under Florida Statutes, Section 697.07(3).

Section 16.2. ALABAMA PROVISIONS. Notwithstanding anything to the contrary elsewhere in this Security Instrument, with respect to the Alabama Real Estate the following provisions shall apply:

(a) If an Event of Default shall have occurred and be continuing, then, at the option of Agent, Agent may sell the Property (or any part thereof as Agent may from time to time elect to sell), by the exercise of the power of sale granted herein, at public outcry to the highest bidder for cash in front of the main entrance of the county courthouse of the county where said Property is located, either in person or by auctioneer, after having first given notice of the time, place and terms of sale by publication once a week for three (3) successive weeks prior to said sale in a newspaper published in said county, and, upon payment of the purchase money, Agent or any person conducting the sale for Agent is authorized to execute to the purchaser at said sale a deed to the Property so purchased. At the foreclosure sale, the Property may be offered for sale and sold as a whole without first offering it in any other manner or may be offered for sale and sold in any other manner Agent may elect. At any sale, including any sale pursuant to power of sale, any part or parcels or all of the Property, real, personal or mixed, may be offered for sale in whole or in part for one total price, the proceeds of any such sale to be accounted for in one account without distinction between the items included therein or without assigning to them any proportion of such proceeds, Borrower hereby waiving application of any doctrine of marshaling or like proceeding. The purchaser at any sale or sales shall be under no obligation to see to the proper application of the purchaser money. If Agent, in the exercise of the power of sale herein given, elects to sell the Property in parts or parcels, sales thereof may be held from time to time, and the power of sale granted herein shall not be fully exercised until all the Mortgaged Property not previously sold shall have been sold or all Debt has been indefeasibly paid in full. Agent shall have the right to enforce any of its remedies set forth herein without notice to Borrower, except for such notice as may be required by law. If Agent so elects, Agent may sell the Personal Property covered by this Security Instrument at one or more separate sales in any manner permitted by the Uniform Commercial Code, and one or more exercises of the powers herein granted shall not extinguish or exhaust such powers, until the entire Property is sold or the Debt is paid in full. If the Debt is now or hereafter further secured by any chattel mortgages, pledges, contracts of guaranty, assignments of lease or other security instruments, Agent at its option may exhaust the remedies granted under any of said security instruments or this Security Instrument either concurrently or independently, and in such order as Agent may determine. Said sale may be adjourned by Agent, or its agent, and reset at a later date without additional publication, if permitted by applicable laws; provided that an announcement to that effect be made at the scheduled place of sale at the time and on the date the sale is originally set.

(b) In the event of any sale of the Property as authorized by this Security Instrument, all prerequisites of such sale shall be presumed to have been performed, and in any conveyance given hereunder all statements of facts, or other recitals therein made, as to the

non-payment or non-performance of the Debt or as to the advertisement of sale, or the time, place and manner of sale, or as to any other fact or thing, shall be taken in all courts of law or equity as prima facie evidence that the facts so stated or recited are true.

Section 16.3. GEORGIA PROVISIONS. Notwithstanding anything to the contrary elsewhere in this Security Instrument, with respect to the Georgia Real Estate the following provisions shall apply:

(a) GRANTS OF SECURITY. Borrower does hereby irrevocably grant, bargain, sell, pledge, assign, warrant, transfer, convey and grant security title, and a security interest, unto and to the use and benefit of the Agent and the Agent's successors and assigns, on behalf of Lender and any Special Derivatives Provider, all of Borrower's right, title and interest in and to the Property. Any reference to the word "lien" in this Security Instrument shall mean "security title" and any references to the term "mortgagee" in this Security Instrument shall mean "a holder of security title to a property".

(b) HABANDUM CLAUSE. TO HAVE AND TO HOLD the above granted and described Property unto and to the use and benefit of Agent and its successors and assigns, on behalf of Lender and any Specified Derivatives Provider and each of their respective successors and assigns, IN FEE SIMPLE with POWER OF SALE and right of entry and possession, FOREVER, subject to the terms, covenants and conditions of this Security Instrument; PROVIDED, HOWEVER, these presents are upon the express condition that, if Lender shall be well and truly paid the Debt, and any Specified Derivatives Provider shall be well and truly paid the Specified Derivatives Obligations, at the time and in the manner provided in the Note, the Loan Agreement and this Security Instrument, if Borrower shall well and truly perform the Other Obligations (as defined below) as set forth in this Security Instrument and shall well and truly abide by and comply with each and every covenant and condition set forth herein and in the Note, the Loan Agreement and the other Loan Documents, then this Security Instrument shall be cancelled and surrendered at the expense of Borrower.

(c) POWER OF SALE. Upon the occurrence and continuance of an Event of Default, Agent may sell and dispose of the Property at public auction, at the usual place for conducting sales at the courthouse in the county where the Property or any part thereof may be located, to the highest bidder for cash, after first (i) advertising the time, terms and place of such sale by publishing a notice thereof once a week for four consecutive weeks immediately preceding the date of sale (without regard to the actual number of days) in a newspaper in which sheriff's advertisements are published in said county and (ii) providing Borrower written notice of the initiation of the proceedings to exercise the power of sale in accordance with O.C.G.A. Section 44-14-162.2, all other notice being hereby waived by Borrower; and Agent may thereupon execute and deliver to the purchaser at said sale a sufficient conveyance of the Property in fee simple, which conveyance may contain recitals as to the happening of the default upon which the execution of the power of sale, herein granted, depends, and said recitals shall be presumptive evidence that all preliminary acts prerequisite to said sale and deed were in all things duly complied with; and Borrower hereby constitutes and appoints Agent or Agent's assigns agent and attorney-in-fact to make such recitals, sale and conveyance, and all of the acts of such attorney-in-fact are hereby ratified, and Borrower agrees that such recitals shall be binding and conclusive upon Borrower and that the conveyance to be made by Agent, or Agent's assigns (and in the event of a deed in lieu of

foreclosure, then as to such conveyance) shall be effectual to bar all right, title and interest, equity of redemption, including all statutory redemption, homestead, dower, curtesy and all other exemptions of Borrower, or its successors in interest, in and to said Property; and Borrower agrees that in case of a sale, as herein provided, Borrower or any person in possession under Borrower shall then become and be tenants holding over, and shall forthwith deliver possession to the purchaser at such sale, or be summarily dispossessed in accordance with the provisions of law applicable to tenants holding over; the power and agency hereby granted are coupled with an interest and are irrevocable by death or otherwise, and are in addition to any and all other remedies which Agent may have at law or in equity. At any such sale, Agent, Agent's agents, representatives, successors, or assigns may bid for and acquire, as purchaser, the Property or any part thereof and shall be entitled to apply all or any part of the Secured Obligations as a credit to the purchase price. The proceeds of any foreclosure sale of the Property shall be distributed in accordance with the provisions of Section 8.2 of this Security Instrument.

(d) ASSIGNMENT OF LEASES AND RENTS. Borrower hereby absolutely, presently and unconditionally assigns to Agent, on behalf of Lender and any Specified Derivatives Provider, all of Borrower's right, title and interest in and to all current and future Leases and Rents; it being intended by Borrower that this assignment constitutes an unconditional, present, absolute assignment to Agent, on behalf of Lender and any Specified Derivatives Provider, and not merely an assignment for additional security only. Notwithstanding the absolute assignment of the Rents and Leases granted pursuant to this Security Instrument, Agent hereby grants to Borrower a revocable license to collect and receive the Rents as they respectively become due and to retain, use and enjoy such Rents in a manner not prohibited by the Loan Agreement. Upon the occurrence and during the continuance of any Event of Default, such license shall be automatically revoked, and Agent shall be immediately entitled to receive and apply all Rents, whether or not Agent or any Lender enters upon or takes control of the Property.

(e) TIME OF ESSENCE. Time is of the essence of this Security Instrument.

(f) PASSING OF TITLE. This Security Instrument, and the conveyance herein, is intended to: (i) operate and is to be construed as a deed passing title to the Property to Agent and is made under those provisions §§ 44-14-60 through 44-14-85 of the Official Code of Georgia Annotated, relating to deeds to secure debt, and not as a mortgage and further (ii) constitute a security agreement under the Uniform Commercial Code of Georgia by which Borrower does hereby grant a present and continuing security interest in and security title to that portion of the Property constituting personal property.

(g) COMMERCIAL TRANSACTION. The interest of Agent hereunder and all the obligations of Borrower for the Indebtedness arise from a "commercial transaction" within the meaning of Official Code of Georgia Annotated § 44-14-260(l). Accordingly, pursuant to Official Code of Georgia Annotated § 44-14-263, Borrower waives any and all rights which Borrower may have to notice prior to seizure by Agent of any interest in Personalty of Borrower which constitutes part of the Property, whether such seizure is by writ of possession or otherwise, and also waives the requirement for any bond in connection with any writ of immediate possession sought by Borrower.

(h) WAIVER OF BORROWER'S RIGHTS. BY EXECUTION OF THIS DEED, BORROWER EXPRESSLY: (1) ACKNOWLEDGES THE RIGHT TO ACCELERATE THE OBLIGATIONS AND THE POWER OF ATTORNEY GIVEN HEREIN TO AGENT TO SELL THE PROPERTY BY NON-JUDICIAL FORECLOSURE UPON THE OCCURRENCE AND CONTINUANCE OF AN EVENT OF DEFAULT BY BORROWER WITHOUT ANY JUDICIAL HEARING AND WITHOUT ANY NOTICE OTHER THAN SUCH NOTICE AS IS SPECIFICALLY REQUIRED TO BE GIVEN UNDER THE PROVISIONS OF THIS SECURITY INSTRUMENT OR THE LOAN AGREEMENT AND NOTICE PURSUANT TO O.C.G.A. SECTION 44-14-162.2; (2) WAIVES ANY AND ALL RIGHTS WHICH BORROWER MAY HAVE UNDER THE FIFTH AND FOURTEENTH AMENDMENTS TO THE CONSTITUTION OF THE UNITED STATES, THE VARIOUS PROVISIONS OF THE CONSTITUTIONS FOR ANY APPLICABLE STATE, OR BY REASON OF ANY OTHER APPLICABLE LAW, TO NOTICE AND TO JUDICIAL HEARING PRIOR TO THE EXERCISE BY AGENT OF ANY RIGHT OR REMEDY PROVIDED TO AGENT IN THIS DEED, EXCEPT SUCH NOTICE AS IS SPECIFICALLY REQUIRED TO BE PROVIDED IN THIS SECURITY INSTRUMENT OR THE LOAN AGREEMENT AND NOTICE PURSUANT TO O.C.G.A. SECTION 44-14-162.2; (3) ACKNOWLEDGES THAT BORROWER HAS BEEN AFFORDED AN OPPORTUNITY TO CONSULT WITH COUNSEL OF BORROWER'S CHOICE PRIOR TO EXECUTING THIS DEED; (4) ACKNOWLEDGES THAT ALL WAIVERS OF THE AFORESAID RIGHTS OF BORROWER HAVE BEEN MADE KNOWINGLY, INTENTIONALLY AND WILLINGLY BY BORROWER AS PART OF A BARGAINED FOR LOAN TRANSACTION, AND (5) AGREES THAT BORROWER'S RIGHTS TO NOTICE SHALL BE LIMITED TO THOSE RIGHTS TO NOTICE PROVIDED BY THIS SECURITY INSTRUMENT OR THE LOAN AGREEMENT AND NOTICE PURSUANT TO O.C.G.A. SECTION 44-14-162.2.

(i) LIEN OF THIS DEED. The words "lien", "lien of this Security Instrument", "lien hereof" or words of similar import shall mean the lien, security title and security interest granted in this Security Instrument.

(j) AGENT'S ATTORNEY'S FEES. Whenever the provisions of this Agreement or any other Loan Document provide for Borrower or any guarantor to pay Agent's attorneys' fees and expenses, such obligation shall be construed to mean the fees and expenses of Agent's outside counsel actually incurred by Agent at standard hourly rates, rather than a percentage of principal and interest as provided in O.C.G.A. § 13-1-11(a) (2).

(k) INDEFINITE SECURITY INTEREST. This Security Instrument is given to secure payment and performance of the indebtedness evidenced by the Note. It is the intention of Borrower and Agent to create a perpetual or indefinite security interest in and security title to the real property described in this Security Instrument pursuant to Official Code of Georgia Annotated § 44-14-80(A)(2) and to agree that title shall not revert to Borrower for a period of twenty (20) years from the date of this Security Instrument. However, nothing in this paragraph will impair Agent's rights to collection of the indebtedness evidenced by the Note and foreclosure of the security interest and security title if the indebtedness evidenced by the Note is not repaid when due.

(l) WAIVER. TO THE EXTENT PERMITTED BY APPLICABLE LAW, BORROWER DOES HEREBY EXPRESSLY WAIVE ANY AND ALL BENEFITS BORROWER MAY HAVE UNDER O.C.G.A. §44-14-85 TO CLAIM OR ASSERT THAT THE SECURED OBLIGATIONS HAS BEEN REINSTATED IN ACCORDANCE WITH ITS TERMS FOLLOWING THE WITHDRAWAL OF ANY FORECLOSURE PROCEEDING BY Agent, AND ACKNOWLEDGES AND AGREES THAT REINSTATEMENT SHALL OCCUR ONLY UPON WRITTEN AGREEMENT OF AGENT.

(m) MULTIPLE DEEDS TO SECURE DEBT. Borrower hereby acknowledges that this Security Instrument is being executed concurrently with other deeds to secure debt, mortgages and deeds of trust which also secure the Secured Obligations by encumbering separate real property located both within the State of Georgia and outside the State of Georgia. Borrower hereby agrees that this Security Instrument and the other instruments (collectively, the “**Instruments**”) may be foreclosed in any order and that Agent shall be under no obligation to confirm any sale under any one of the Instruments before proceeding with foreclosure or the exercise of other remedies under any other Instruments.

(n) FIXTURE FILING. This Security Instrument shall constitute a “fixture filing” for the purposes of the Uniform Commercial Code upon all of the Property which is or is to become “fixtures” (as that term is defined in O.C.G.A. § 11-9-102). Borrower shall be deemed to be the “Debtor” and Agent shall be deemed to be the “Secured Party” for all purposes under the Uniform Commercial Code. The full name of the Borrower and Borrower’s type of organization and mailing address are set forth in the first paragraph of this Security Instrument. The full name of the Agent and Agent’s type of organization and mailing address are set forth in the first paragraph of this Security Instrument. The foregoing address of Borrower constitutes the mailing address of the debtor, and the foregoing address of Agent constitutes an address of the secured party from which information concerning the security interest may be obtained, as required by O.C.G.A. § 11-9-402. A description of the Land which relates to the fixtures is set forth on Exhibit A attached hereto. Borrower is the record owner of such Land.

(o) MAXIMUM SECURED INDEBTEDNESS; FUTURE ADVANCES. This Security Instrument secures the payment of the entire indebtedness secured hereby; provided, however, that the aggregate principal amount secured by this Security Instrument shall not exceed \$1,310,000,000 (unless otherwise increased pursuant to the terms of the Loan Agreement), whether such advances and/or obligations are obligatory or to be made at the option of Agent, Lenders or otherwise, to the same extent as if such future advances were made on the date of the execution of this Security Instrument, and any disbursements the Lenders may make under this Security Instrument, the Note, the Loan Agreement or any other Loan Document (e.g., for payment of taxes, insurance premiums or other advances to protect Agent’s lien, security title, and security interests, as permitted hereby) shall be additional indebtedness secured hereby. Nothing herein contained shall be deemed an obligation on the part of the Lender to make any future advances. This Security Instrument is intended to and shall be valid and have priority over all subsequent liens and encumbrances, including statutory liens, excepting solely taxes and assessments levied on the real estate.

(p) WAIVER OF TRIAL BY JURY. **TO THE EXTENT PERMITTED BY LAW, BORROWER AND AGENT EACH HEREBY AGREES NOT TO ELECT A TRIAL BY**

JURY OF ANY ISSUE TRIABLE OF RIGHT BY JURY, AND WAIVES ANY RIGHT TO TRIAL BY JURY FULLY TO THE EXTENT THAT ANY SUCH RIGHT SHALL NOW OR HEREAFTER EXIST WITH REGARD TO THE LOAN DOCUMENTS, OR ANY CLAIM, COUNTERCLAIM OR OTHER ACTION ARISING IN CONNECTION THEREWITH. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS GIVEN KNOWINGLY AND VOLUNTARILY BY BORROWER AND AGENT, AND IS INTENDED TO ENCOMPASS INDIVIDUALLY EACH INSTANCE AND EACH ISSUE AS TO WHICH THE RIGHT TO A TRIAL BY JURY WOULD OTHERWISE ACCRUE. EACH OF AGENT AND BORROWER IS HEREBY AUTHORIZED TO FILE A COPY OF THIS PARAGRAPH IN ANY PROCEEDING AS CONCLUSIVE EVIDENCE OF THIS WAIVER BY BORROWER AND AGENT.

Section 16.4. NORTH CAROLINA PROVISIONS. Notwithstanding anything to the contrary elsewhere in this Security Instrument, with respect to the North Carolina Real Estate the following provisions shall apply:

(a) **POWER OF SALE FORECLOSURE.** During the continuance of an Event of Default, Agent may (a) direct Trustee to sell (and Trustee is hereby empowered to sell) all or any part of the Property at public auction to the last and highest bidder for cash (free of any equity of redemption, homestead, dower, courtesy or other exemption, all of which are expressly waived by Borrower) at such time and place and upon such terms and conditions as may be required by applicable law or rule of court and after having complied with the North Carolina law applicable to power of sale foreclosures (a “**Power of Sale Foreclosure**”); (b) elect to foreclose this Security Instrument pursuant to a judicial foreclosure action; or (c) take such other action at law, equity or by contract for the enforcement of this Security Instrument and realization on the security herein or elsewhere provided for, as the law may allow. In any action or proceeding to foreclose this Security Instrument or to collect the sums secured hereby, Agent may proceed therein to final judgment and execution for the entire unpaid balance of the Obligations, together with all future advances and any other sums due by Borrower in accordance with the provisions of this Security Instrument and all expenses of sale and of all proceedings in connection therewith, including reasonable attorneys’ fees. In the event that Agent elects to direct the Trustee to sell the Property pursuant to a Power of Sale Foreclosure, the following provisions shall apply: (a) in exercising the power of sale and selling the Property, the Trustee shall comply with the provisions of North Carolina law governing power of sale foreclosures and shall give such notice of hearing as to the commencement of foreclosure proceedings, obtain such findings and leave of court, and give such notice of and advertise such foreclosure sale all as may then be required by such law; (b) upon such foreclosure sale or any required resale, it shall be lawful for the Trustee to convey the Property (or such portion thereof as may have been sold) to the successful bidder by way of a Trustee’s deed without any covenant or warranty and any recitals of fact in such Trustee’s deed shall be prima facie evidence of such facts; (c) the Trustee shall be entitled to a reasonable Trustee’s fee, not to exceed the maximum fee allowed by applicable law (the “**Commission**”) as well as reimbursement for any attorney’s fees incurred by Trustee; (d) the Trustee shall apply the proceeds of the sale first to the payment of all expenses and costs incurred in connection with such sale, including without limitation, advertising costs, title examination fees, transfer taxes, and court costs; second to the payment of the Trustee’s Commission; third to payment of any taxes or governmental assessments which may be a lien against the Property, unless Trustee advertised and sold the Property subject to such taxes or assessments; and fourth, to the payment of the

Obligations and sums secured hereby, with the excess, if any, of such proceeds after the payment in full of the Obligations and secured sums being distributed to the person or persons entitled thereto as their interests may appear; (e) if the Trustee commences a Power of Sale Foreclosure and such proceeding is terminated prior to the completion thereof, Borrower shall pay to Trustee all expenses incurred by Trustee in connection with such proceeding and sale and a reasonable commission or compensation for services rendered by such Trustee but not more than the maximum fee allowed by applicable law; (f) at any sale conducted by the Trustee, Agent and any Lender may bid for and become the purchaser of the Property or such portion thereof as has been offered for sale and in lieu of paying cash therefore Agent and any Lender may take settlement of the purchase price by a credit upon the Obligations due and payable and secured by this Security Instrument; (g) any sale scheduled by the Trustee may be adjourned by announcement at the time and place appointed for such sale without further notice except as may be required by law; and (h) the sale by Trustee of less than the whole of the Property shall not exhaust the right to sell any remainder of the Property and Trustee is specifically empowered to make a successive sale or sales until the whole of the Property shall be sold; and if the proceeds of such sale of less than the whole of the Property shall be less than the aggregate of the Obligations, this Security Instrument and the lien hereof shall remain in full force and effect as to the unsold portion of the Property just as though no sale had been made. The Trustee shall have the right to designate the place of sale in compliance with applicable law and the sale shall be held at the place designated by the notice of sale. The Trustee may require the successful bidder at any sale to deposit immediately with the Trustee cash or certified check or cashier's check in an amount up to five percent (5.0%) of the bid provided notice of such deposit requirement is published as required by law. The bid may be rejected if the deposit is not immediately made. Such deposit shall be refunded in case of an upset bid or if the Trustee is unable to convey the portion of the Property so sold to the bidder because the power of sale has been terminated in accordance with applicable law. If the purchaser fails to comply with its bid, the deposit may, at the option of the Trustee, be retained and applied to any damages incurred by reason of such default (including, without limitation, liability to the extent that the final sales price is less than the bid plus all the costs of resale as provided in N.C. Gen. Stat. Section 45-21.30, as amended) or may be deposited with Clerk of Superior Court. In all other cases, the deposit shall be applied to the purchase price. Pursuant to N.C. Gen. Stat. Section 25-9-604 (or any amendment thereto), the Trustee is expressly authorized and empowered to expose to sale and sell together with the real estate any portion of the Property which constitutes personal property. If personal property is sold hereunder, it need not be at the place of sale. The Property may be sold in such parcels or lots as the Trustee may determine without regard to principles of marshalling and the Property may be sold at one sale or in multiple sales as determined by the Trustee.

(b) FUTURE ADVANCES. This Security Instrument shall secure any additional loans as well as any and all present or future advances and readvances under the Loan Documents made by Agent, Lender or Specified Derivatives Provider to or for the benefit of Borrower or the Property, to the fullest extent permitted by applicable law, including, without limitation: (a) principal, interest, late charges, fees and other amounts due under the Loan or this Security Instrument; (b) all advances by Agent, Lender or Specified Derivatives Provider to Borrower or any other person to pay costs of erection, construction, alteration, repair, restoration, maintenance and completion of any improvements on the Property; (c) all advances made or costs incurred by Agent, Lender or Specified Derivatives Provider for the payment of real estate taxes, assessments or other governmental charges, maintenance charges, insurance premiums, appraisal charges,

environmental inspection, audit, testing or compliance costs, and costs incurred by Agent, Lender or Specified Derivatives Provider for the enforcement and protection of the Property or the lien of this Security Instrument; (d) all legal fees, costs and other expenses incurred by Agent, Lender or Specified Derivatives Provider by reason of any default or otherwise in connection with the Obligations; and (e) as otherwise permitted pursuant to Article 7 of Chapter 45 of the North Carolina General Statutes. The maximum principal amount, including present and future Obligations, that may be secured hereby at any one time shall not exceed \$1,310,000,000. The time period within which such future obligations may be incurred and such future advances may be made shall not extend for more than thirty (30) years from the date of this Security Instrument. Borrower and Agent agree that such future advances or loans shall be secured by this Security Instrument regardless of whether such future advances or loans are evidenced by a written instrument stipulating that such obligation is secured hereby.

(c) WAIVER. Borrower hereby waives any rights or remedies on account of any extensions of time, releases granted or other dealings between Agent and any subsequent owner of the Property as said activities are contemplated or otherwise addressed in N.C. Gen. Stat. Sec. 45-45.1 or any similar or subsequent law.

Section 16.5. SOUTH CAROLINA PROVISIONS. Notwithstanding anything to the contrary elsewhere in this Security Instrument, with respect to the South Carolina Real Estate the following provisions shall apply:

(a) MASTER-IN-EQUITY. BORROWER FURTHER AGREES THAT AT LENDER'S ELECTION IN ITS SOLE DISCRETION, ALL CLAIMS SHALL BE REFERRED TO AND DECIDED BY A MASTER-IN-EQUITY AND/OR SPECIAL REFEREE AND HEREBY CONSENTS TO ALL SUCH REFERENCES AND HEREBY WAIVES THE RIGHT TO WITHDRAW SUCH CONSENT IN THE FUTURE. THIS PROVISION IS A MATERIAL INDUCEMENT TO LENDER TO EXTEND THE LOAN TO BORROWER AND ACCEPT THIS SECURITY INSTRUMENT AS SECURITY FOR THE OBLIGATIONS.

(b) FUTURE ADVANCES. In accordance with S.C. Code Ann. Section 29-3-50 (1976), as amended, this Security Instrument shall secure not only existing indebtedness, but also any and all future advances, whether such advances are obligatory or to be made at the option of Lender, which are evidenced by the Note or any other promissory notes, and all renewals, modifications and extensions thereof. All future advances with interest thereon shall be secured by this Security Instrument to the same extent as if such future advances were made on the date of the execution of this Security Instrument, but the total secured indebtedness shall not exceed at any one time a maximum principal amount equal to double the face amount of the Note, plus interest, and all other amounts due and owing to Lender, including, without limitation, any advances or disbursements made for the benefit or protection of or the payment of taxes, assessments, levies or insurance upon the Property. Interest on the Obligations will be deferred, accrued, or capitalized, but Lender shall not be required to defer, accrue, or capitalize any interest except as provided in the Note or the other Loan Documents.

(c) INSTRUMENT UNDER SEAL. This Security Instrument is intended to be and shall be construed as an instrument under seal.

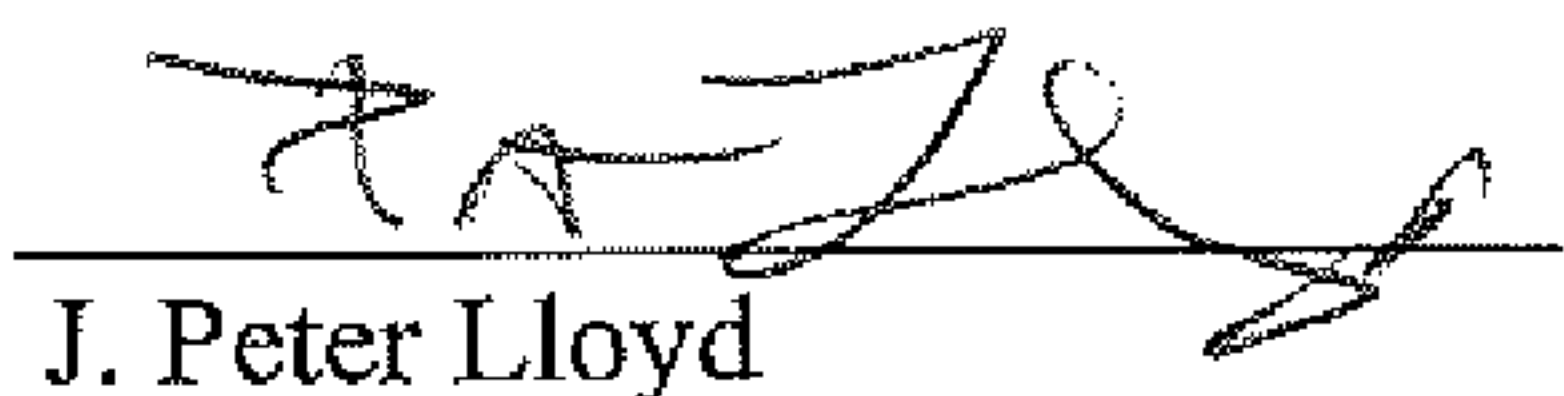
[NO FURTHER TEXT ON THIS PAGE]

BORROWER:

ES 19925 INDEPENDENCE, LLC,
 ES 11530 NEW BERLIN, LLC,
 ES 3850 OLD TAMPA, LLC,
 ES 3001 GATEWAY CENTRE, LLC,
 ES 1200 ROBERTS, LLC,
 ES 2500 13TH, LLC,
 ES 2700 13TH, LLC,
 ES 432-434 INDUSTRIAL, LLC,
 ES 3400 HWY 31, LLC,
 ES 3610 HWY 31, LLC,
 ES 6600 JEFFERSON METROPOLITAN, LLC,
 ES GAZELLE, LLC,
 ES 1040 SOUTHERN, LLC,
 ES 4300 WESTPARK, LLC,
 ES 6047-6049 FULTON INDUSTRIAL, LLC,
 ES 5065-5075 BUFORD, LLC,
 ES 150 PORTSIDE, LLC,
 ES 75 ODELL SCHOOL, LLC,
 ES 120 WOODLAKE, LLC,
 ES 133 INDUSTRIAL, LLC,
 ES 293 INDUSTRIAL, LLC,
 ES 115 BUSINESS PARK, LLC,
 ES 335-365 E. SPRINGDALE, LLC,
 ES 294 JOHN MARTIN, LLC,
 ES 304 JOHN MARTIN, LLC,
 ES 310 JOHN MARTIN, LLC,
 ES 320 JOHN MARTIN, LLC,
 ES 404 CENTURA, LLC, and
 ES 525 DUNNETT, LLC,
 each a Delaware limited liability company

By: ES Holdings I, LLC,
 a Delaware limited liability company, its sole member

By: ES REIT I, LLC,
 a Delaware limited liability company, its sole member

By: 
 Name: J. Peter Lloyd
 Title: Vice President

WAIVER OF APPRAISAL
RIGHTS. The laws of South
 Carolina provide that in any real
 estate foreclosure proceeding a
 defendant against whom a
 personal judgment is taken or
 asked may within thirty days after
 the sale of the mortgaged property
 apply to the court for an order of
 appraisal. The statutory appraisal
 value as approved by the court
 would be substituted for the high
 bid and may decrease the amount
 of any deficiency owing in
 connection with the transaction.
THE UNDERSIGNED HEREBY
WAIVES AND RELINQUISHES
THE STATUTORY APPRAISAL
RIGHTS WHICH MEANS THE
HIGH BID AT THE JUDICIAL
FORECLOSURE SALE WILL BE
APPLIED TO THE DEBT
REGARDLESS OF ANY
APPRAISED VALUE OF THE
PROPERTY.

[Acknowledgement Page Follows]

Signature Page to Multi-State Mortgage

COMMONWEALTH OF PENNSYLVANIA)
)ss.:
COUNTY OF DELAWARE)

On this the 29th day of May, 2025, before me, the undersigned officer, personally appeared J. Peter Lloyd who acknowledged himself to be the Vice President of ES REIT I, LLC, a Delaware limited liability company, which is the sole member of ES Holdings I, LLC, a Delaware limited liability company, which is the sole member of each of **ES 19925 INDEPENDENCE, LLC, ES 11530 NEW BERLIN, LLC, ES 3850 OLD TAMPA, LLC, ES 3001 GATEWAY CENTRE, LLC, ES 1200 ROBERTS, LLC, ES 2500 13TH, LLC, ES 2700 13TH, LLC, ES 432-434 INDUSTRIAL, LLC, ES 3400 HWY 31, LLC, ES 3610 HWY 31, LLC, ES 6600 JEFFERSON METROPOLITAN, LLC, ES GAZELLE, LLC, ES 1040 SOUTHERN, LLC, ES 4300 WESTPARK, LLC, ES 6047-6049 FULTON INDUSTRIAL, LLC, ES 5065-5075 BUFORD, LLC, ES 150 PORTSIDE, LLC, ES 75 ODELL SCHOOL, LLC, ES 120 WOODLAKE, LLC, ES 133 INDUSTRIAL, LLC, ES 293 INDUSTRIAL, LLC, ES 115 BUSINESS PARK, LLC, ES 335-365 E. SPRINGDALE, LLC, ES 294 JOHN MARTIN, LLC, ES 304 JOHN MARTIN, LLC, ES 310 JOHN MARTIN, LLC, ES 320 JOHN MARTIN, LLC, ES 404 CENTURA, LLC, and ES 525 DUNNETT, LLC**, each a Delaware limited liability company and that he, as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.


Notary Public

My commission expires:

Commonwealth of Pennsylvania - Notary Seal
Lisa Bianchini, Notary Public
Delaware County
My commission expires November 25, 2026
Commission number 1011466

WAIVER OF APPRAISAL RIGHTS. The laws of South Carolina provide that in any real estate foreclosure proceeding a defendant against whom a personal judgment is taken or asked may within thirty days after the sale of the mortgaged property apply to the court for an order of appraisal. The statutory appraisal value as approved by the court would be substituted for the high bid and may decrease the amount of any deficiency owing in connection with the transaction. **THE UNDERSIGNED HEREBY WAIVES AND RELINQUISHES THE STATUTORY APPRAISAL RIGHTS WHICH MEANS THE HIGH BID AT THE JUDICIAL FORECLOSURE SALE WILL BE APPLIED TO THE DEBT REGARDLESS OF ANY APPRAISED VALUE OF THE PROPERTY.**

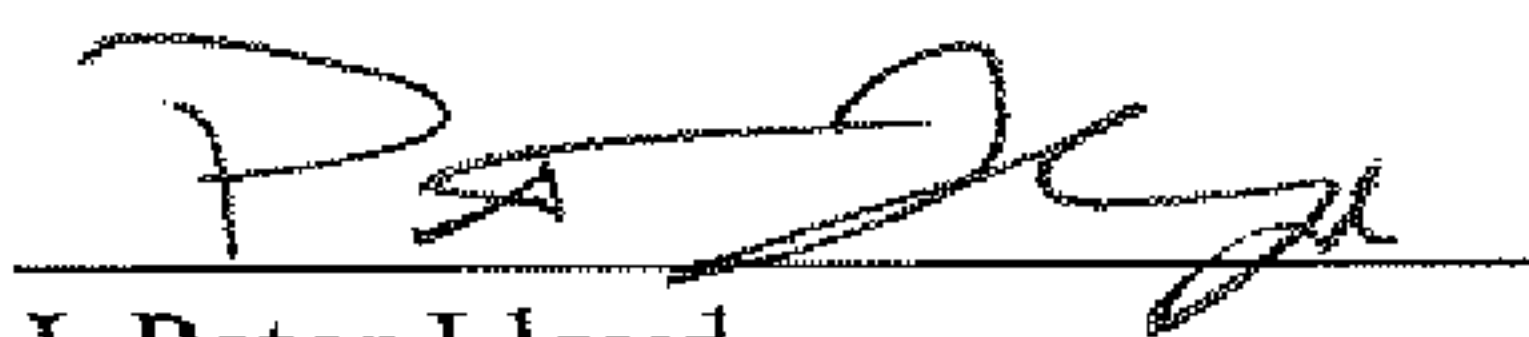
IN WITNESS WHEREOF, this Security Instrument has been duly executed and delivered by the undersigned as of the day and year first above written.

BORROWER:

ES 7970-7980 BAYBERRY, LLC,
ES 240-260 LYON, LLC,
ES 255 SHORT PIKE, LLC,
ES 2545 U.S. HWY 78, LLC,
ES 7900 TROON, LLC,
ES 2200-2225 CEDARS, LLC, and
ES 10000 TWIN LAKES, LLC,
each a Delaware limited liability company

By: ES Holdings IA, LLC,
a Delaware limited liability company,
its sole member

By: ES REIT II, LLC,
a Delaware limited liability company,
its sole member

By: 
Name: J. Peter Lloyd
Title: Vice President

[Additional Signature Pages and Acknowledgement Pages Follow]

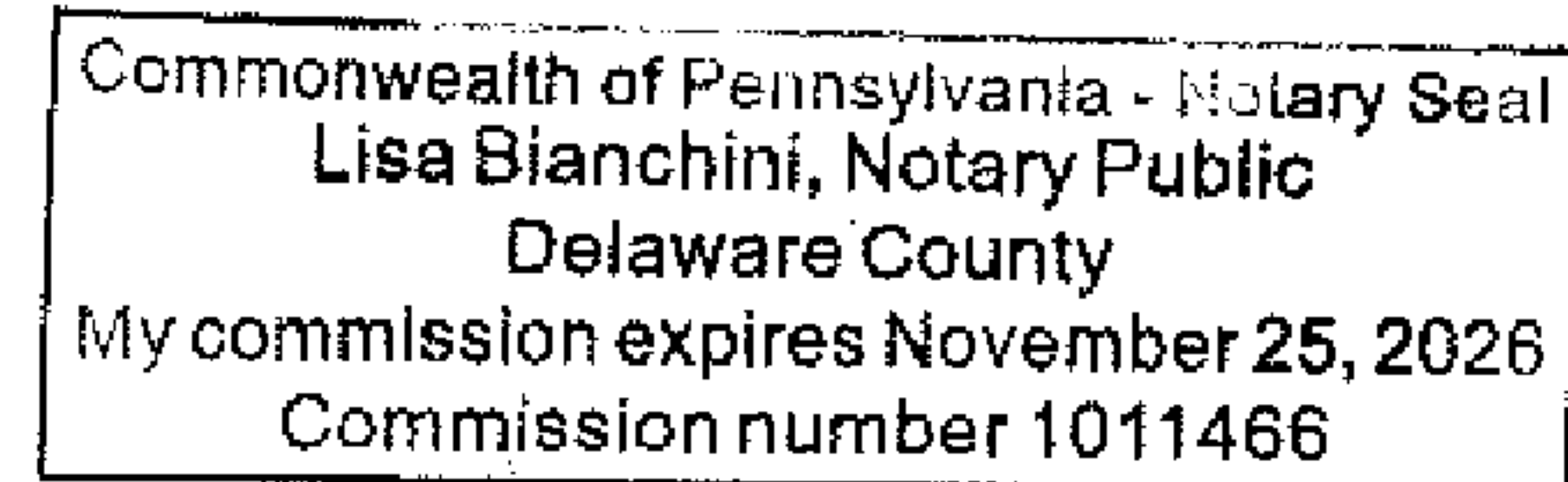
COMMONWEALTH OF PENNSYLVANIA)
)ss.:
COUNTY OF DELAWARE)

On this the 29th day of May, 2025, before me, the undersigned officer, personally appeared J. Peter Lloyd who acknowledged himself to be the Vice President of ES REIT II, LLC, a Delaware limited liability company, which is the sole member of ES Holdings IA, LLC, a Delaware limited liability company, which is the sole member of each of **ES 7970-7980 BAYBERRY, LLC, ES 240-260 LYON, LLC, ES 255 SHORT PIKE, LLC, ES 2545 U.S. HWY 78, LLC, ES 7900 TROON, LLC, ES 2200-2225 CEDARS, LLC, and ES 10000 TWIN LAKES, LLC**, each a Delaware limited liability company and that he, as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.


Notary Public

My commission expires:



SCHEDULE 1**BORROWER**

1. ES 19925 Independence, LLC
2. ES 11530 New Berlin, LLC
3. ES 7970-7980 Bayberry, LLC
4. ES 3001 Gateway Centre, LLC
5. ES 3850 Old Tampa, LLC

6. ES 1200 Roberts, LLC
7. ES 3400 Hwy 31, LLC
8. ES 6600 Jefferson Metropolitan, LLC
9. ES Gazelle, LLC
10. ES 2500 13th, LLC
11. ES 255 Short Pike, LLC
12. ES 3610 Hwy 31, LLC
13. ES 2545 U.S. Hwy 78, LLC
14. ES 240-260 Lyon, LLC
15. ES 2700 13th, LLC
16. ES 432-434 Industrial, LLC

17. ES 1040 Southern, LLC
18. ES 4300 Westpark, LLC
19. ES 6047-6049 Fulton Industrial, LLC
20. ES 5065-5075 Buford, LLC
21. ES 2200-2225 Cedars, LLC
22. ES 7900 Troon, LLC
23. ES 150 Portside, LLC

24. ES 75 Odell School, LLC
25. ES 120 Woodlake, LLC
26. ES 133 Industrial, LLC
27. ES 293 Industrial, LLC
28. ES 115 Business Park, LLC
29. ES 10000 Twin Lakes, LLC

30. ES 335-365 E. Springdale, LLC
31. ES 294 John Martin, LLC
32. ES 304 John Martin, LLC
33. ES 310 John Martin, LLC
34. ES 320 John Martin, LLC
35. ES 404 Centura, LLC
36. ES 525 Dunnett, LLC

EXHIBIT A

LEGAL DESCRIPTION – FLORIDA REAL ESTATE

[19925 Independence]

PARCEL I:

LOT 35, LAKE COUNTY CENTRAL PARK PHASE 2, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 40, PAGES 84 TO 87, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

PARCEL II:

EASEMENT FOR THE BENEFIT OF PARCEL 1 AS SET FORTH IN RECIPROCAL DRAINAGE EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 1647, PAGE 177, OVER TRACT L, LAKE COUNTY CENTRAL PARK PHASE 2, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 40, PAGES 84 TO 87, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

PARCEL III:

LOT 36, LAKE COUNTY CENTRAL PARK PHASE 2, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 40, PAGES 84 TO 87, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

PARCEL IV:

EASEMENT FOR THE BENEFIT OF PARCEL III AS SET FORTH IN DRAINAGE EASEMENT FILED IN OFFICIAL RECORDS BOOK 1847, PAGE 2323, OVER TRACT L, LAKE COUNTY CENTRAL PARK PHASE 2, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 40, PAGES 84 TO 87, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

Address: 19925 Independence Blvd, Groveland, FL 34736
County: Lake County
APN/Tax ID: 2021251205-000-03500

[11530 New Berlin]**Parcel 1:**

A portion of the West one-half of the Southwest one-quarter of Section 1, Township 1 South, Range 27 East, Duval County, Florida, being more particularly described as follows:

Commence at the Southwest corner of said section 1; Thence North 00° 25' 28" West, along the West line of said section 1, a distance of 1212.99 feet to the Point of Beginning; thence continue North 00° 25' 28" West, along said West line, 1240.41 feet to a point on the Southerly line of those lands described and recorded in official records volume 7835, Page 2136 of the current public records of Duval County, Florida; Thence North 89° 56' 05" East, along said Southerly line, 1341.59 feet to a point on the Westerly right-of-way line of new Berlin road (a 60 foot right-of-way as currently established); thence South 00° 14' 56" West, along said Westerly right-of-way line, 800.07 feet to a point on the Northerly boundary of those lands described and recorded in official records volume 3140, Page 167, said public records; Thence South 89° 43' 37" West, along said Northerly line, 973.61 feet to the Westerly line of said lands; thence South 00° 31' 23" East, along said Westerly line, 217.80 feet to a point on the Southerly line of said lands; thence North 89° 43' 37" East, along said Southerly line 569.89 feet to a point on the apparent Westerly line of those lands described and recorded in official records volume 319, Page 443, and official records volume 2856, Page 152, said public records, as in possession and shown on survey by William T. Brown, P.E., dated February 24, 1977; Thence South 00° 14' 56" West, along said Westerly line, 217.71 feet to a point on the Southerly line of said lands; Thence South 89° 43' 37" West, 926.27 feet to the Point of Beginning.

Parcel 2:

All that part of the West half of the Southwest quarter of Section 1, Township 1 South, Range 27 East, Duval County, Florida, lying West of the Westerly right-of-way, line of new Berlin road (a 60 foot right of way, as now established), except those parts described in the public records of said county in deed Book 1681, Page 301, and official records volume 319, Page 443 and official records volume 4977, Page 785. And less and except those lands conveyed pursuant to official records Book 12768, Page 1933, public records of Duval County, Florida.

Parcel 3:

A part of the West 1/2 of the Southwest 1/4 of Section 1, Township 1 South, Range 27 East, Duval County, Florida, more particularly described as beginning at the Northeast corner of West 1/2 of Southwest 1/4 of Section 1, Township 1 South, Range 27 East; thence proceeding in a Southerly direction along the East line of said West 1/2 of said Southwest 1/4, 1,000 feet to the Point of Beginning; thence North 89° 30' 00" West for a distance of 1,000 feet to a point; thence South 00° 15' 00" West for a distance of 217.8 feet to a point; thence South 89° 30' 00" East for a distance of 1,000 feet to a point; thence North 00° 15' 00" East for a distance of 217.8 feet to the Point of Beginning. Except any portion thereof lying within the right of way of new Berlin road, according to survey made by R. L. Croasdell & Company, inc., dated September 27, 1962.

Parcel 4:

Beginning at the Northeast corner of the West 1/2 of the Southwest 1/4 of Section 1, Township 1 South, Range 27 East, thence proceeding in a Southerly direction along the East line of said West 1/2 of said Southwest 1/4, 1,217.8 feet to the Point of Beginning; thence North 89° 30' 00" West a distance of 400 feet to a point; thence South 00° 15' 00" West a distance of 217.8 feet to a point; thence South 89° 30' 00" East for a distance of 400 feet to a point; thence North 00° 15' 00" East for a distance of 217.8 feet to the Point of Beginning, Duval County, Florida.

Parcels 1, 2, 3 and 4 combined being the same as:

The West 1/2 of the Southwest 1/4 of Section 1, Township 1 South, Range 27 East, Duval County, Florida, less and except the North 200' thereof and less and except that portion falling in new Berlin road (60' right of way as now established) and being more particularly described as follows:

Begin at the Southwest corner of said section 1; thence N 00° 25' 28" W along the Westerly line of said section 1, a distance of 2453.40 feet to its intersection with the South line of said North 200' of said West 1/2 of said Southwest 1/4 of said section 1; thence N 89° 56' 05" E along the South line thereof a distance of 1341.41 feet to its intersection with the Westerly right of way line of said new Berlin road; thence S 00° 14' 56" W along the Westerly right of way line thereof a distance of 2453.62 feet to its intersection with the Southerly line of said section 1; thence S 89° 56' 41" W along the Southerly line thereof a distance of 1312.58 feet to the Point of Beginning.

Parcel 5:

Being a portion of lands conveyed to Gerald Dake & Associates, inc., as recorded in official records Book 11185, Page 2467 of the official records of Duval County, Florida, being a portion of government Lot Numbered 3, Section 12, Township 1 South, Range 27 East, County of Duval, State of Florida, being a new division from said Gerald Dake & Associates, inc. Lands and being more particularly described as follows:

Commencing at the Northwest corner of Section 12 and the Northwest corner of said GERALD DAKE & ASSOCIATES, Inc. Lands, said corner being a 4"X 4" concrete monument found, said monument also being the Southwest corner of Section 1; thence with the South line of Section 1, the North line of Section 12 and the North line of said Gerald Dake & Associates, inc. Lands, North 89° 56' 41" East, a distance of 512.62 feet to a 1/2" capped iron rod set, lb # 2610, said iron rod being the Point of Beginning and the Northwest corner of the hereinafter described new division of 2.339 acre tract. Thence continuing with the South line of Section 1, the North line of Section 12 and the North line of said Gerald Dake & Associates, inc. Lands, North 89° 56' 41" East, a distance of 799.96 feet to a 3/4" open pipe found with no identification, said Open pipe being the Northeast corner of said Gerald Dake & Associates, Inc. Lands, said open pipe lying in the West right of way line of new Berlin road, a 60 foot right of way as currently established; thence with the East line of said GERALD DAKE & ASSOCIATES, inc. Lands and the West right of way line of new Berlin road South 00° 14' 56" West, a distance of 200.00 feet to a 1/2" capped iron rod found, lb # 3080, said iron rod being the Northeast corner of lands conveyed to GTP properties,

LLC as recorded in official records Book 12800, Page 442 of the official records of Duval County, Florida; thence with the North line of said GTP properties, LLC lands, South 89° 56' 41" West, passing a ½" capped iron rod found, lb # 3080, at 250.07 feet, in all a distance of 291.15 feet to a ½" capped iron rod set, lb # 2610; thence with a new division line on the following four (4) courses, 1) North 39° 43' 13" West, a distance of 141.10 feet to a ½" capped iron rod set, lb # 2610; 2) thence North 77° 02' 40" West, a distance of 53.12 feet to a ½" capped iron rod set, lb # 2610; 3) thence North 87° 26' 45" West, a distance of 366.78 feet to a ½" capped iron rod set, lb # 2610; 4) thence North 00° 22' 31" East, a distance of 62.73 feet to the Point of Beginning. Bearing basis established as North 89° 56' 41" East along the North line of Section 12, Township 1 South Range 27 East as shown and noted on a survey prepared by king engineering and associates, inc. Dated April 24th, 2007, File Number 4154-070-021.

Parcels 1, 2, 3, 4 and 5 combined being the same as:

The West 1/2 of the Southwest 1/4 of Section 1, and part of Section 12, Township 1 South, Range 27 East, Duval County, Florida, less and except the North 200' thereof and less and except that portion falling in new Berlin road (60' right of way as now established) and being more particularly described as follows:

Begin at the Southwest corner of said section 1; Thence North 00° 25' 28" West along the Westerly line of said section 1, a distance of 2453.40 feet to its intersection with the South line of said North 200 feet of said West 1/2 of said Southwest 1/4 of said section 1; thence North 89° 56' 05" East along the South line thereof a distance of 1341.41 feet to its intersection with the Westerly right of way said new Berlin road, a 60 foot right of way as currently; thence South 00° 14' 56" West along the Westerly right of way line thereof a distance of 2653.62 feet to the Northeast corner of lands conveyed to g.t.p properties, LLC; thence departing said right of way along the Northerly line of said G.T.P. lands for the following six (6) courses; South 89° 56' 41" West, for a distance of 291.15 feet; thence North 39° 43' 13" West, for 141.10 feet; thence North 77° 02' 40" West, for 53.12 feet; thence North 87° 26' 45" West, for 366.78 feet; thence North 00° 22' 31" East, for 62.72 feet to the South line of Section 1 and the North line of Section 12; thence with the South line of Section 1 and the North line of Section 12 South 89° 56' 41" West, for 512.62 feet to the Point of Beginning.

Parcels 1, 2, 3, 4 and 5 combined also described as:

"As-surveyed" legal description:

Beginning at Southwest corner of Section 1, Township 1 South, Range 27 East; thence N 00° 25' 23" W a distance of 2452.58' to a found 1/2" rebar; thence N 89° 55' 37" E a distance of 1341.93' to a found 1/2" rebar found in the West right-of-way of new Berlin road; thence along said right-of-way S 00° 15' 01" W a distance of 2653.69' to a found 1/2" rebar; thence leaving said right-of-way S 89° 56' 50" W a distance of 291.23' to a found 1/2" rebar; thence N 39° 43' 08" W a distance of 141.10' to a point; thence N 77° 02' 35" W a distance of 53.12' to a point; thence N 87° 26' 40" W a distance of 367.30' to a point; thence N 00° 22' 36" E a distance of 63.37' to a found 1/2" rebar; thence S 89° 56' 46" W a distance of 512.55' to the Point of Beginning.

Address: 11530 New Berlin Road, Jacksonville, FL 32226
County: Duval County
APN/Tax ID: 108429-0010

[7970-7980 Bayberry]**Parcel 1:**

A tract of land in the FRANCIS RICHARD GRANT, Section 56, Township 3 South, Range 27 East, Jacksonville, Duval County, Florida, more particularly described as follows:

For a point of reference, commence at the point of intersection of the centerline of Baycenter road, as described in official records volume 3358, Page 746, public records of said county, with the centerline of bayberry road, as described in public records of said county, in official records volume 3889, Page 930, and run South 25° 44' 50" East along the centerline of said Bayberry Road, a distance of 557.00 feet to a point; run thence South 64° 15' 10" West a distance of 50.00 feet to a point in the Westerly right of way line of said bayberry road for a Point of Beginning.

From the Point of Beginning thus described, run South 25° 44' 50" East along said Westerly right of way line, a distance of 263.00 feet to a point in the Northerly boundary of an 80-foot right of way for drainage; run thence South 64° 15' 10" West along said Northerly boundary line, a distance of 490.00 feet to a point in the Easterly boundary of a 70-foot right of way for drainage; run thence North 25° 44' 50" West along said Easterly boundary line, a distance of 263 feet to a point; run thence North 64° 15' 10" East a distance of 490 feet to the Point of Beginning.

Parcel 2:

A tract of land in the FRANCIS RICHARD GRANT, Section 56, Township 3 South, Range 27 East, Jacksonville, Duval County, Florida, more particularly described as follows:

For point of reference, commence at the point of intersection of the centerline of Baycenter road, as described in official records volume 3358 at Page 746 of the current public records of said county, with the centerline of Bayberry Road, as described in said public records of said county, in official records volume 3889 at Page 930, and run South 25° 44' 50" East, along the centerline of said bayberry road, a distance of 557.00 feet to a point; run thence South 64° 15' 10" West a distance of 50.00 feet to a point in the Westerly right of way line of said bayberry road for Point of Beginning.

From the Point of Beginning thus described, continue South 64° 15' 10" West, along the Northerly or Northwesterly boundary of the lands conveyed in Warranty Deed recorded in official records volume 4511 at Page 52 of the current public records of said county, a distance of 490.00 feet to a point in the Easterly boundary of a 70-foot right of way for drainage; run thence North 25° 44' 50" West along said Easterly boundary line, a distance of 240.00 feet to a point; run thence North 64° 15' 10" East, a distance of 490.00 feet to a point in said Westerly right of way line of Bayberry Road; run thence South 25° 44' 50" East, along said Westerly right of way line a distance of 240.00 feet to the Point of Beginning.

Address: 7970, 7980 Bayberry Road, Jacksonville, FL 32256
County: Duval County
APN/Tax ID: 152612-0120
152612-1300

[3001 Gateway]**Tract 1:**

That portion of Parcel 9, in GATEWAY CENTRE BUSINESS PARK, being a subdivision of a portion of Section 23, Township 30 South, Range 16 East, according to the plat thereof recorded in Plat Book 97, Pages 1 through 13, inclusive, of the public records of Pinellas County, Florida, described as follows: commence at the Northeast corner of said Parcel 9; thence along the Easterly boundary of said Parcel 9, South $00^{\circ} 04' 13''$ West, a distance of 565.46 feet; thence departing said Easterly boundary, North $89^{\circ} 55' 50''$ West, a distance of 791.00 feet; thence North $00^{\circ} 04' 12''$ East, a distance of 16.4 feet; thence North $89^{\circ} 55' 50''$ West, a distance of 34.61 feet to the Point of Beginning; thence South $00^{\circ} 04' 10''$ West, a distance of 416.30 feet to a point on the Southerly boundary of said Parcel 9, said point being on the Northerly right-of-way line of gateway centre parkway, said point also being on the arc of a non -tangent circular curve concave to the Southeast; thence along said Southerly boundary, also along said Northerly right-of-way line, also along the arc of said curve having a radius of 1,472.41 feet, a central angle of $21^{\circ} 24' 08''$, an arc length of 550.00 feet, the chord for which bears South $72^{\circ} 24' 59''$ West, a chord distance of 546.81 feet; thence departing said Southerly boundary, also said Northerly right-of-way line, North $29^{\circ} 22' 15''$ West, a distance of 676.12 feet; thence North $60^{\circ} 37' 38''$ East, a distance of 76.00 feet; thence South $89^{\circ} 46' 59''$ East, a distance of 676.70 feet; thence South $00^{\circ} 04' 10''$ West, a distance of 42.30 feet; thence South $89^{\circ} 55' 50''$ East, a distance of 110.50 feet to the Point of Beginning.

Tract 2:

Together with Non-Exclusive Easement(s) appurtenant thereto for ingress, egress and utilities as created and set forth in the Declaration of Easements, Covenants, Conditions and Restrictions recorded in Official Records Book 9741, Page 327, of the Public Records of Pinellas County, Florida.

Address: 3001 Gateway Centre Parkway, Pinellas Park, FL 33782
County: Pinellas County
APN/Tax ID: 22-30-16-30374-000-0904

[3850 Old Tampa]

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

A parcel of land being a portion of the Southeast 1/4 of the Southeast 1/4 of Section 20, Township 28 South, Range 23 East, Polk County, Florida, being described as follows: Commence at the Southeast corner of said Southeast 1/4 of the Southeast 1/4 for the Point of Beginning; Thence South 89° 19' 40" West, along the South line of said Southeast 1/4 of the Southeast 1/4, a distance of 659.42 feet; thence North 00° 47' 16" West, 1,328.36 feet to the North line of said Southeast 1/4 of the Southeast 1/4; thence North 89° 15' 42" East, along said North line, 659.42 feet to the Northeast corner of said Southeast 1/4 of the Southeast 1/4; Thence South 00° 47' 16" East, along the East line of said Southeast 1/4 of the Southeast 1/4, a distance of 1,329.12 feet to the Point of Beginning, less county maintained right of way for county road number 542.

Address: 3850 Old Tampa Highway, Lakeland, FL 33811
County: Polk County
APN/Tax ID: 232820-000000-022020

EXHIBIT B

LEGAL DESCRIPTIONs & ADDRESSES – NON-FLORIDA REAL ESTATE

[1200 Roberts]

All that certain lot or parcel of land situate in the County of Jefferson, State of Alabama, and being more particularly described as follows:

Lot 6-BB according to the Roberts Industrial Subdivision Resurvey No. 2, as recorded in Map Book 245, Page 67, in the Probate Office of Jefferson County, Alabama.

Address: 1200 Roberts Industrial Drive, Birmingham, AL 35208
County: Jefferson County
APN/Tax ID: 22 00 32 01 004 005.002

[3400 Hwy 31]

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

All that certain lot or parcel of land situate in the County of Shelby, State of Alabama, and being more particularly described as follows:

Lot 2C of Graham's Resurvey of Lot 2, Shelby Commerce Park, as recorded in Map Book 35, Page 18, Probate Records of Shelby County, Alabama.

Address: 3400 Highway 31, Calera, AL 35040

County: Shelby County

APN/Tax ID: 22 8 28 0 000 014.000

22 9 29 0 000 020.000

[6600 Jefferson]

Parcel I:

Lot 2A1 and Wetland 26A, according to the Jefferson Metropolitan Industrial Park Resurvey #1, as recorded in Map Book 45, Page 21, in the Office of the Judge of Probate of Jefferson County, Alabama, Bessemer Division.

Parcel II:

Rights obtained that constitute an interest in real estate, under that certain Amended and Restated Declaration of Easements and Agreement for Common Area Maintenance as recorded in Book 9963, Page 6917 in the Office of the Judge of Probate of Jefferson County, Alabama, Bessemer Division.

Address: 6600 Jefferson Metropolitan Parkway, McCalla, AL 35111
County: Jefferson County
APN/Tax ID: 43 00 11 1 000 002.003
43 00 11 2 000 001.008

[ES Gazelle Property]

All that certain lot or parcel of land situate in the County of Jefferson, State of Alabama, and being more particularly described as follows:

TRACT 1:

A parcel of land situated in the Northwest Quarter of Section 11, and the Northeast Quarter of Section 10, both lying in Township 20 South, Range 5 West, Huntsville Meridian, Jefferson County, Alabama, and also being a part of Lots G, and H, according to Carroll's Survey, as recorded in Plat Book 3, Page 74, in the office of the Judge of Probate, Jefferson County, Alabama; and being more particularly described as follows:

Commence at the Northwest corner of Section 11, Township 20 South, Range 5 West, Huntsville Meridian, Jefferson County, Alabama; thence run South $00^{\circ}26'33''$ East along the west boundary line of said section line for a distance of 1424.10 feet to the North East corner of Lot H, according to Carroll's Survey, as recorded in Plat Book 3, Page 74, in the office of the Judge of Probate, Jefferson County, Alabama; thence leaving said section line run South $36^{\circ}18'22''$ West along the north boundary line of said Lot H, for a distance of 214.72 feet to the **POINT OF BEGINNING**; thence leaving said North boundary line of Lot H, run South $77^{\circ}04'01''$ East for a distance of 854.80 feet to the Westerly right-of-way of Jefferson Metropolitan Parkway (right-of-way varies) to the Point of Curvature of a non-tangent curve to the left having a radius of 1775.00 feet, a central angle of $07^{\circ}37'42''$, a chord length of 236.15 feet and a chord bearing of South $28^{\circ}53'37''$ West; thence continue along the arc of said curve, along said right-of-way for a distance of 236.32 feet thence run South $64^{\circ}07'22''$ East along said right-of-way for a distance of 24.80 feet to the Point of Curvature of a non-tangent curve to the left having a radius of 1750.00 feet, a central angle of $12^{\circ}08'15''$, a chord length of 370.02 feet and a chord bearing of South $19^{\circ}00'11''$ West; thence continue along the arc of said curve, along said right-of-way for a distance of 370.72 feet to the Point of Tangency of said curve; thence run South $12^{\circ}57'01''$ West for a distance of 587.68 feet along said right-of-way to the Point of Curvature of a curve to the right having a radius of 2475.45 feet, a central angle of $11^{\circ}53'18''$, a chord length of 512.72 feet and a chord bearing of South $18^{\circ}48'15''$ West; thence continue along the arc of said curve along said right-of-way for a distance of 513.64 feet; thence leaving said right-of-way run North $77^{\circ}04'01''$ West for a distance of 669.81 feet to the westerly boundary line of Lot G, according to Carroll's Survey, as recorded in Plat Book 3, Page 74, in the office of the Judge of Probate, Jefferson County, Alabama; thence run North $02^{\circ}56'40''$ West along said boundary line for a distance of 1166.70 feet to the Northwest corner of said Lot G; said point also being the southeast right-of-way of the Old Tuscaloosa Highway thence run North $35^{\circ}49'04''$ East along said right-of-way for a distance of 392.36 feet; thence run North $47^{\circ}08'53''$ East along said right-of-way for a distance of 104.43 feet; thence run North $36^{\circ}18'22''$ East along said right-of-way for a distance of 139.70 feet to the **POINT OF BEGINNING**; said described tract containing 1,522,028 Square Feet (34.94 Acres) more or less.

TRACT 2:

A parcel of land situated in the Northwest Quarter of Section 11, Township 20 South, Range 5 West, Huntsville Meridian, Jefferson County, Alabama, and being more particularly described as follows:

Commence at the Northwest corner of Section 11, Township 20 South, Range 5 West, Huntsville Meridian, Jefferson County, Alabama; thence run South $00^{\circ} 26' 33''$ East along the west boundary line of said section line for a distance of 1424.10 feet to the North East corner of Lot H according to Carroll's Survey, as recorded in Plat Book 3, Page 74, in the office of the Judge of Probate, Jefferson County, Alabama; thence leaving said section line run South $36^{\circ} 18' 22''$ West along the north boundary line of said Lot H, for a distance of 214.72 feet; thence leaving said North boundary line of Lot H, run South $77^{\circ} 06' 13''$ East for a distance of 523.78 feet to the POINT OF BEGINNING; thence run North $31^{\circ} 30' 41''$ East for a distance of 33.63 feet; thence run North $75^{\circ} 54' 49''$ East for a distance of 377.40 feet; thence run South $54^{\circ} 05' 11''$ East for a distance of 64.61 feet; to the Westerly right-of-way of Jefferson Metropolitan Parkway (right-of-way varies), said point also being the Point of Curvature of a curve to the left, having a radius of 1775.00 feet, a central angle of $06^{\circ} 15' 21''$, a chord length of 193.70 feet and a chord bearing of South $35^{\circ} 50' 10''$ West; thence continue along the arc of said curve and said right-of-way for a distance of 193.80 feet; thence leaving said right-of-way run North $77^{\circ} 00' 31''$ West for a distance of 331.02 feet to the POINT OF BEGINNING; said described tract containing 44,066 Square Feet (1.01 Acres) more or less.

Address: 6761-6775 & 6801-6831 Jefferson Metropolitan Parkway, McCalla, AL
County: Jefferson County
APN/Tax ID: 43 00 11 3 000 001.001
 43 00 11 2 000 001.001
 43 00 10 4 000 001.001
 43 00 10 1 000 041.000

[2500 13th]

All that certain lot or parcel of land situate in the County of Jefferson, State of Alabama, and being more particularly described as follows:

Lot 2-A, according to the Bruno's Expansion Resurvey, as recorded in Map Book 187, Page 52, in the Probate Office of Jefferson County, Alabama.

Address: 2500 13th Street Ensley, Birmingham, AL 35208
County: Jefferson County
APN/Tax ID: 22.00.32.2.016.004.000 (Lot 2-A)

[255 Short Pike]

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

Tract I:

Lot 2 of the Jetplex Industrial Park-North (Phase 4), a resubdivision of Lots 1, 2 and 4 of Jetplex Industrial Park-North (Phase 3) of a resubdivision of Lot 1, Jetplex Industrial Park-North (Phase 2) and a resubdivision of Lot 2, Jetplex Industrial Park-North, recorded as Instrument No. 20080910000582910, in the Office of the Judge of Probate of Madison County, Alabama.

Tract II:

Together with easement rights as described in that certain Ingress/Egress Easement from The Huntsville-Madison County Airport Authority to Airport Distribution Center, LLC, dated April 28, 2006, and recorded May 5, 2006, as Instrument No. 20060505000296220.

Address: 255 Short Pike Road, Huntsville, AL 35824
County: Madison County
APN/Tax ID: 16-09-29-0-000-004.001

[3610 Hwy 31]

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

All that certain lot or parcel of land situate in the County of Shelby, State of Alabama, and being more particularly described as follows:

Tract 1

Lot 2A of Graham's Resurvey of Lot 2, Shelby Commerce Park, as recorded in Map Book 35, Page 18, in the Office of the Judge of Probate of Shelby County, Alabama.

Tract 2

Access Easement, Detention Pond Easement, Sewer Lift Station Easement and Sewer Line Easements as set forth in Declaration of Easements recorded as Instrument No. 20051114000593080.

Address: 3610 Highway 31, Calera, AL 35040

County: Shelby County

APN/Tax ID: 228330000003.001

[2545 U.S. Hwy 78]

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

All that certain lot or parcel of land situate in the County of St. Clair, State of Alabama, and being more particularly described as follows:

A portion of Lot 1 of the Commerce Park at Moody, an Industrial Subdivision, Map Slide A-106 7, in the Probate Office of St. Clair County, Alabama, Pell City Division, and being more particularly described as follows:

A parcel of land situated in the NW1/4 of the NW1/4, Section 7, Township 17 South, Range 2 East, the SW1/4 of the SW1/4, Section 6, Township 17 South, Range 2 East, the SE 1/4 of the SE 1/4, Section 1, Township 17 South, Range 1 East, and the NE1/4 of the NE1/4, Section 12, Township 17 South, Range 1 East, all in St. Clair County, Alabama, Pell City Division, more particularly described as follows:

Commence at the SE corner of Section 1, Township 17 South, Range 1 East, St. Clair County, Alabama; thence North 00 deg. 11' 37" West along the East line of said section for a distance of 349.73 feet to a point on the southern right of way of U.S. Interstate Highway #20 and the point of beginning; thence North 64 deg. 41' 25" East along said right of way for a distance of 491.54 feet; thence South 32 deg. 14' 21" East for a distance of 907.74 feet to a point on the northern right of way for U.S. Highway #78 and a point on a curve to the right, with a radius of 3352.83 feet, a delta angle of 8 deg. 21' 32", a chord bearing of South 46 deg. 31' 25" West, a chord length of 488.71 feet; thence along said right of way and said arc 489.15 feet; thence South 38 deg. 19' 55" East along said right of way for a distance of 15.00 feet; thence South 51 deg. 39' 39" West along said right of way for a distance of 887.27 feet; thence North 32 deg. 14' 21" West a distance of 1277.47 feet to a point on the southern right of way of U.S. Interstate Highway #20; thence North 64 deg. 41' 25" East along said right of way for a distance of 878.47 feet to the point of beginning.

Less and Except:

Property conveyed in that certain Statutory Warranty Deed from Moody Commerce Park, L.L.C., a Delaware limited liability company to Moody Commerce Park One, LLC, an Alabama limited liability company, dated March 1, 2006, and recorded March 7, 2006 in Deed Book 2006, Page 2655, St. Clair County, Alabama Records. Property conveyed in that certain Statutory Warranty Deed from Moody Commerce Park, LLC, an Alabama limited liability company to Moody Commerce Park Three, LLC, a Delaware limited liability company, dated June 5, 2013, and recorded June 14, 2013 in Deed Book 2013, Page 6084, St. Clair County, Alabama Records. Property conveyed in that certain Statutory Warranty Deed from GCP-Moody Two, LLC, a Delaware limited liability company, successor in interest to Moody Commerce Park, LLC, an Alabama limited liability company to GCP-Moody Lot 3A, LLC, a Delaware limited liability company, dated January 27, 2017, and recorded January 31, 2017 in Deed Book 2017, Page 984, St. Clair County, Alabama Records.

Also Described As:

Lot 4A, Graham's 4th Resurvey of Moody Commerce and Technology Park, as recorded in Map Book 2013, Page 3, in the office of the Judge of Probate of St. Clair County, Alabama.

Address: 2545 US Highway 78, Moody, AL 35004

County: St. Clair County

APN/Tax ID: 27-03-07-0-000-011.000 PPIN: 028360

[240-260 Lyon]

The Land is described as follows:

All that certain lot or parcel of land situate in the County of Jefferson, State of Alabama, and being more particularly described as follows:

Lot 1A, according to the A.C. Legg Resurvey at Oxmoor, as recorded in Map Book 193, Page 10, in the Probate Office of Jefferson County, Alabama.

Address: 240-260 Lyon Lane, Birmingham, AL 35211

County: Jefferson County

APN/Tax ID: 29 00 28 2 000 001.006

[2700 13th]

All that certain Lot or parcel of land situate in the County of Jefferson, State of Alabama, and being more particularly described as follows:

Parcel 1:

Lot 7, according to the Roberts Industrial Subdivision, First Sector, as recorded in Map Book 74, Page 66, in the Probate Office of Jefferson County, Alabama.

Parcel 2:

Lot 6-A, according to the Resurvey of Lot 6, Roberts Industrial Subdivision, First Sector and Lot 4, Robert's Industrial Subdivision, Second Sector and Lot 5-A of a Resurvey of Lot 5, Robert's Industrial Subdivision, Second Sector, as recorded in Map Book 83, Page 20, in the Probate Office of Jefferson County, Alabama.

Less and except approximately 0.32 Acres as described in the quit claim deed from Bruno's, Inc. to Jefferson County, Alabama, dated March 24, 1993, and recorded on April 16, 1990 in Book 4527, Page 23, In the Probate Office of Jefferson County, Alabama.

Address: 2700 13th Street Ensley, Birmingham, AL 35208
County: Jefferson County
APN/Tax ID: 22 00 32 01 004 006.000

[432-434 Industrial]

All that certain lot or parcel of land situate in the County of Jefferson, State of Alabama, and being more particularly described as follows:

Parcel 1 - Fee

Lot 2-A and 3-A, according to the survey of Accord Business Center Addition to Birmingham, as recorded in Map Book 227, Page 34, in the Office of the Judge of Probate of Jefferson County, Alabama, Birmingham Division.

Parcel 2 – Easement

40' Ingress-Egress as set forth in Plat Book 227, Page 34, in the Office of the Judge of Probate of Jefferson County, Alabama, Birmingham Division.

Address: 432-434 Industrial Lane, Birmingham, AL 35211
County: Jefferson County
APN/Tax ID: 29.00.28.2.000.007.000
29.00.28.2.000.008.000

[1040 Southern]

All that certain lot or parcel of land situate in the County of Clayton, State of Georgia, and being more particularly described as follows:

All that tract or parcel of land lying and being located in Land Lot 176, 13th District, Clayton County, Georgia, and being more particularly described as follows:

TO FIND THE POINT OF BEGINNING, commence at the intersection of the northerly right-of-way of Southern Road (60' right-of-way), a public road, with the east line of Land Lot 176; thence, South 89°07'45" West, along said northerly right-of-way of Southern Road (60' right-of-way), a public road, a distance of 1,268.45 feet to an iron pin found on the centerline of a railroad spur track, said iron pin found being the POINT OF BEGINNING; thence, South 89°07'45" West, along said northerly right-of-way of Southern Road (60' right-of-way), a public road, a distance of 747.49 feet to an iron pin found; thence, North 00°52'15" West a distance of 510.96 feet to an iron pin found; thence, North 89°21'45" East a distance of 1,228.49 feet to an iron pin found on the centerline of a railroad spur track; thence, southwesterly along said centerline of a railroad spur track the following courses and distances: South 66°29'36" West a distance of 33.66 feet, South 64°00'14" West a distance of 138.99 feet, South 62°43'12" West a distance of 58.03 feet, South 59°07'38" West a distance of 49.69 feet, South 55°22'03" West a distance of 49.11 feet, South 49°25'54" West a distance of 49.53 feet, South 43°11'12" West a distance of 49.10 feet, South 36°22'44" West a distance of 49.70 feet, South 30°51'08" West a distance of 49.18 feet, South 23°32'24" West a distance of 50.30 feet, South 19°41'09" West a distance of 49.43 feet, South 14°57'27" West a distance of 49.26 feet, South 07°35'38" West a distance of 49.69 feet, South 02°35'31" West a distance of 19.10 feet to an iron pin found on the northerly right-of-way of Southern Road (60' right-of-way), a public road, and the POINT OF BEGINNING.

Said Tract containing 10.3651 acres in area as shown on ALTA/ACSM LAND TITLE SURVEY for PFILP-SOUTHERN ROAD, LLC and TEXAS CAPITAL BANK, NATIONAL ASSOCIATION, ITS SUCCESSORS AND ASSIGNS and dated January 9, 2008 and last revised June 1, 2015, prepared by Bates-Long & Associates, containing seal and certification of Fred Wilson Long, Georgia Registered Land Surveyor Number 1685.

Address: 1040 Southern Road, Morrow, GA 30260
County: Clayton County
APN/Tax ID: 13176B A003

[4300 Westpark]

All that tract or parcel lying and being in Land Lot 89 of the 14th District formerly Fayette County, now Fulton County, and being more particularly described as follows:

To find the "True Point of Beginning" start at the Northeast intersection if extended of Westpark Drive (60 foot right-of-way) with South Westpark Drive (60 foot right-of-way); thence in a Southeast direction along said right-of-way a distance of 1155.56 feet to the "True Point of Beginning;" thence North 6 degrees 21 minutes 45 seconds East a distance of 450.25 feet to iron pin found; thence North 88 degrees 50 minutes 30 seconds East a distance of 933.47 feet to a point; thence northeasterly 260.87 feet along a curve to the left, said curve being subtended by a chord bearing of North 70 degrees 37 minutes 00 seconds East a chord distance of 256.50 feet, and having a radius of 410.07 feet to a point, said point being on the right-of-way of Westpark Drive (60 foot right-of-way); thence along said right-of-way South 1 degree 09 minutes 00 seconds East a distance of 256.81 feet; thence southwesterly along said right-of-way 267.01 feet along a curve to the right, said curve being subtended by a chord bearing of South 43 degrees 50 minutes 45 seconds West, a chord distance of 240.40 feet, and having a radius of 170.00 feet; thence along said right-of-way South 88 degrees 50 minutes 30 seconds West a distance of 619.68 feet to a point; thence westerly along said right-of-way 88.45 feet along a curve to the left, said curve being subtended by a chord bearing of South 80 degrees 07 minutes 00 seconds West, a chord distance of 88.11 feet, having a radius of 290.44 feet; thence along said right-of-way South 71 degrees 23 minutes 30 seconds West, a distance of 227.69 feet; thence westerly along said right-of-way 120.12 feet along a curve to the right, said curve being subtended by a chord bearing of South 80 degrees 06 minutes 15 seconds West a chord distance of 119.65 feet, having a radius of 395.00 feet; thence South 88 degrees 49 minutes 00 seconds West a distance of 23.75 feet to the "True Point of Beginning."

Said tract or parcel contains 10.087 acres and is shown on an "as-built" survey by Urban Engineers, Inc. dated December 17, 1980, last revised July 17, 1981, as verified by Urban Engineers, Inc.

Together with easements and other interests in real property contained in that certain Agreement and Declaration of Easement for Storm Drainage, Sewer, and Rail Lines by and between M. D. Hodges Enterprises, Inc. and Claude N. Rosenberg, Jr., Paul Sack, Alander F. Hogland, Johnson S. Bogart, Richard J. Bertero, Donald A. King, Jr., Orra C. Hyde, III, Wayne R. Harkins and Dean M. Greenwood and their successors in trust, as Trustees of the RREEF MidAmerica Fund-II, a California Group Trust under Agreement of Trust dated as of April 1, 1980, dated July 8, 1981, and recorded in Deed Book 7892, Page 384, Records of Fulton County, Georgia; as also shown in that plat of survey recorded at Plat Book 122, Page 96, aforesaid records, and recorded at Plat Book 140, Page 66, aforesaid records.

ALSO DESCRIBED AS:**PARCEL 1**

ALL THAT TRACT OR PARCEL LYING AND BEING IN LAND LOT 89 OF THE 14TH DISTRICT FORMERLY FAYETTE COUNTY, NOW FULTON COUNTY, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TO FIND THE "TRUE POINT OF BEGINNING," START AT THE NORTHEAST INTERSECTION IF EXTENDED OF SOUTH WESTPARK DRIVE (60' RIGHT-OF-WAY) WITH SOUTH WESTPARK DRIVE (60' RIGHT-OF-WAY); THENCE IN A SOUTHEAST DIRECTION ALONG SAID RIGHT-OF-WAY A DISTANCE OF 1,155.56 FEET TO A FOUND 5/8" IRON ROD, THE "TRUE POINT OF BEGINNING"; THENCE N 6°21'45" E A DISTANCE OF 450.25 FEET TO A FOUND 5/8" IRON ROD FOUND; THENCE N 88°50'30" E A DISTANCE OF 933.47 FEET TO A POINT; THENCE NORTHEASTERLY 260.87 FEET ALONG A CURVE TO THE LEFT, SAID CURVE BEING SUBTENDED BY A CHORD BEARING OF N 70°37'00" E A CHORD DISTANCE OF 256.50 FEET, AND HAVING A RADIUS OF 410.07 FEET TO A FOUND 5/8" IRON ROD, SAID POINT BEING ON THE RIGHT-OF-WAY OF SOUTH WESTPARK DRIVE (60' RIGHT-OF-WAY); THENCE ALONG SAID RIGHT-OF-WAY S 1°09'00" E A DISTANCE OF 256.81 FEET TO A FOUND 5/8" IRON ROD; THENCE SOUTHWESTERLY ALONG SAID RIGHT-OF-WAY 267.01 FEET ALONG A CURVE TO THE RIGHT, SAID CURVE BEING SUBTENDED BY A CHORD BEARING OF S 43°50'45" W, A CHORD DISTANCE OF 240.40 FEET, AND HAVING A RADIUS 170.00 FEET TO A FOUND 5/8" IRON ROD; THENCE ALONG SAID RIGHT-OF-WAY S 88°50'30" W A DISTANCE OF 619.68 FEET TO A POINT; THENCE WESTERLY ALONG SAID RIGHT-OF-WAY 88.45 FEET ALONG A CURVE TO THE LEFT, SAID CURVE BEING SUBTENDED BY A CHORD BEARING OF S 80°07'00" W, A CHORD DISTANCE OF 88.11 FEET, HAVING A RADIUS OF 290.44 FEET TO A POINT; THENCE ALONG SAID RIGHT-OF-WAY S 71°23'30" W, A DISTANCE OF 227.69 FEET TO A POINT; THENCE WESTERLY ALONG SAID RIGHT-OF-WAY 120.12 FEET ALONG A CURVE TO THE RIGHT, SAID CURVE BEING SUBTENDED BY A CHORD BEARING OF S 80°06'15" W A CHORD DISTANCE OF 119.65 FEET, HAVING A RADIUS OF 395.00 FEET TO A POINT; THENCE S 88°49'00" W A DISTANCE OF 23.75 FEET TO A FOUND 5/8" IRON ROD, THE "TRUE POINT OF BEGINNING". CONTAINING 10.087 ACRES MORE OR LESS.

PARCEL 2

EASEMENTS AND OTHER INTERESTS IN REAL PROPERTY CONTAINED IN THAT CERTAIN AGREEMENT AND DECLARATION OF EASEMENTS FOR STORM DRAINAGE, SEWER, AND RAIL LINES BY AND BETWEEN M.D. HODGES ENTERPRISES, INC. AND CLAUDE N. ROSENBERG, JR., PAUL SACK, ALANDER F. HOGLAND, JOHNSON S. BOGART, RICHARD J. BERTERO, DONALD A. KING, JR., ORRA C. HYDE, III, WAYNE R. HARKINS AND DEAN M. GREENWOOD AND THEIR SUCCESSORS IN TRUST, AS TRUSTEES OF THE RREEF MIDAMERICA FUND-II, A CALIFORNIA GROUP TRUST UNDER AGREEMENT OF TRUST DATED AS OF APRIL 1, 1980, DATED JULY 8, 1981, AND RECORDED IN DEED BOOK 7892, PAGE 384, RECORDS OF FULTON COUNTY, GEORGIA; AS ALSO SHOWN IN THAT PLAT OF SURVEY RECORDED AT PLAT BOOK 122, PAGE 96, AFORESAID RECORDS, AND RECORDED AT PLAT BOOK 140, PAGE 66, AFORESAID RECORDS.

Address: 4300 Westpark Drive SW, Atlanta, GA 30336

County: Fulton County

APN/Tax ID: 14F-0089-LL-010-9

[6047-6049 Fulton]

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF FULTON, STATE OF GEORGIA AND IS DESCRIBED AS FOLLOWS:

TRACT I:**PARCEL 1****GATEWAY DISTRIBUTION CENTER - TRACT 1 - BLDG 1**

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 133 OF THE 14TH FF DISTRICT OF FULTON COUNTY, GEORGIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TO FIND THE POINT OF BEGINNING, BEGIN AT A POINT LOCATED AT THE INTERSECTION OF THE WESTERLY MARGIN OF THE RIGHT-OF-WAY OF GREENSBORO DRIVE (50-FOOT RIGHT-OF-WAY), WITH THE SOUTHERLY MARGIN OF THE RIGHT-OF-WAY OF FISK DRIVE (60-FOOT RIGHT-OF-WAY), IF SAID MARGINS WERE EXTENDED TO FORM AN ANGLE INSTEAD OF A CURVE, THENCE RUNNING SOUTHERLY ALONG THE WESTERLY MARGIN OF THE RIGHT-OF-WAY OF GREENSBORO DRIVE (AS EXTENDED), AND FOLLOWING THE MEANDERINGS THEREOF, A DISTANCE OF 980.43 FEET TO 5/8-INCH REINFORCING BAR FOUND; THENCE CONTINUING ALONG SAID MARGIN SOUTH 11 DEGREES 45 MINUTES 00 SECONDS WEST, A DISTANCE OF 316.75 FEET TO A POINT, WHICH IS THE POINT OF BEGINNING; FROM THE POINT OF BEGINNING, AS THUS ESTABLISHED, THENCE CONTINUE ALONG THE SOUTHWESTERLY MARGIN OF THE RIGHT-OF-WAY OF GREENSBORO DRIVE, SOUTH 11 DEGREES 45 MINUTES 00 SECONDS WEST, A DISTANCE OF 75.55 FEET TO AN IRON PIN FOUND; THENCE LEAVING SAID MARGIN AND RUNNING SOUTH 78 DEGREES 15 MINUTES 00 SECONDS EAST, A DISTANCE OF 50.00 FEET TO AN IRON PIN SET ON THE WESTERLY MARGIN OF THE RIGHT-OF-WAY OF FULTON INDUSTRIAL BOULEVARD (200-FOOT RIGHT-OF-WAY); THENCE RUNNING ALONG SAID MARGIN SOUTH 11 DEGREES 45 MINUTES 00 SECONDS WEST, A DISTANCE OF 263.66 FEET TO A 5/8-INCH REINFORCING BAR FOUND, THENCE LEAVING THE WESTERLY MARGIN OF THE RIGHT-OF-WAY OF FULTON INDUSTRIAL BOULEVARD AND RUNNING NORTH 81 DEGREES 11 MINUTES 45 SECONDS WEST, A DISTANCE OF 1,154.87 FEET TO AN IRON PIN FOUND, THENCE RUNNING NORTH 19 DEGREES 26 MINUTES 15 SECONDS WEST, A DISTANCE OF 207.68 FEET TO AN IRON PIN FOUND, WHICH IRON PIN IS LOCATED IN THE CENTERLINE OF TRACK NO. 23 OF SEABOARD COASTLINE RAILROAD COMPANY; THENCE RUNNING ALONG THE CENTERLINE OF SAID TRACK NO. 23, NORTH 04 DEGREES 39 MINUTES 15 SECONDS WEST, A DISTANCE OF 162.84 FEET TO AN IRON PIN FOUND; THENCE LEAVING SAID CENTERLINE AND RUNNING SOUTH 81 DEGREES 11 MINUTES 45 SECONDS EAST, A DISTANCE OF 1,258.55 FEET TO A POINT LOCATED ON THE WESTERLY MARGIN OF THE RIGHT-OF-WAY OF GREENSBORO

DRIVE, SAID POINT BEING THE POINT OF BEGINNING; SAID PROPERTY CONTAINING 9.633 ACRES.

ALL AS SHOWN AS TRACT I ON THAT CERTAIN ALTA/ACSM LAND TITLE SURVEY OF 6047 & 6049 FULTON INDUSTRIAL BLVD., FULTON COUNTY, GEORGIA, PREPARED BY PRESTON & ASSOCIATES, BEARING THE SEAL AND CERTIFICATION OF ABB W. PRESTON, GEORGIA REGISTERED LAND SURVEYOR NO. 1799, DATED SEPTEMBER 15, 2010, LAST REVISED SEPTEMBER 27, 2010.

PARCEL 2

EASEMENTS AND OTHER INTERESTS IN REAL PROPERTY AS CONTAINED IN THAT CERTAIN EASEMENT AGREEMENT BETWEEN CROW-CHILDRESS-MOBLEY #8, A TEXAS LIMITED PARTNERSHIP, AND DORN ASSOCIATES, LTD., A GEORGIA LIMITED PARTNERSHIP, DATED APRIL 28, 1988, RECORDED IN DEED BOOK 11492, PAGE 270, FULTON COUNTY RECORDS.

AND

TRACT II:

PARCEL 1

GATEWAY DISTRIBUTION CENTER – TRACT 2 - BLDG 2

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 133 OF THE 14TH FF DISTRICT OF FULTON COUNTY, GEORGIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TO FIND THE POINT OF BEGINNING, BEGIN AT A POINT LOCATED AT THE INTERSECTION OF THE WESTERLY MARGIN OF THE RIGHT-OF-WAY OF GREENSBORO DRIVE (50 FOOT RIGHT-OF-WAY), WITH THE SOUTHERLY MARGIN OF THE RIGHT-OF-WAY OF FISK DRIVE (60 FOOT RIGHT-OF-WAY), IF SAID MARGINS WERE EXTENDED TO FORM AN ANGLE INSTEAD OF A CURVE, THENCE RUNNING SOUTHERLY ALONG THE WEST MARGIN OF THE RIGHT-OF-WAY OF GREENSBORO DRIVE (AS EXTENDED), AND FOLLOWING THE MEANDERINGS THEREOF, A DISTANCE OF 980.43 FEET TO 5/8-INCH REINFORCING BAR FOUND, WHICH IS THE POINT OF BEGINNING, FROM THE POINT OF BEGINNING, AS THUS ESTABLISHED, CONTINUE ALONG THE WESTERLY MARGIN OF THE RIGHT-OF-WAY OF GREENSBORO DRIVE SOUTH 11 DEGREES 45 MINUTES 00 SECONDS WEST, A DISTANCE OF 316.75 FEET A POINT; THENCE LEAVING SAID MARGIN AND RUNNING NORTH 81 DEGREES 11 MINUTES 45 SECONDS WEST, A DISTANCE 1,258.55 FEET TO AN IRON PIN FOUND IN THE CENTERLINE OF TRACK NO. 23 OF THE SEABOARD COASTLINE RAILROAD COMPANY; THENCE RUNNING ALONG SAID CENTERLINE OF TRACK NO. 23, NORTH 04 DEGREES 39 MINUTES 15 SECONDS WEST, A DISTANCE OF 105.01 FEET TO AN IRON PIN FOUND; THENCE CONTINUING ALONG SAID

CENTERLINE NORTH 04 DEGREES 27 MINUTES 15 SECONDS WEST, A DISTANCE OF 220.07 FEET TO AN IRON PIN FOUND; THENCE LEAVING THE CENTERLINE OF TRACK NO. 23 OF SEABOARD COASTLINE RAILROAD COMPANY, AND RUNNING SOUTH 81 DEGREES 11 MINUTES 45 SECONDS EAST, A DISTANCE OF 1,349.74 FEET TO A 5/8 -INCH REINFORCING BAR FOUND, WHICH IS THE POINT OF BEGINNING; SAID PROPERTY CONTAINING 9.471 ACRES.

ALL AS SHOWN AS TRACT 2 ON THAT CERTAIN ALTA/ACSM LAND TITLE SURVEY OF 6047 & 6049 FULTON INDUSTRIAL BLVD., FULTON COUNTY, GEORGIA, PREPARED BY PRESTON & ASSOCIATES, BEARING THE SEAL AND CERTIFICATION OF ABB W. PRESTON, GEORGIA REGISTERED LAND SURVEYOR NO. 1799, DATED SEPTEMBER 15, 2010, LAST REVISED SEPTEMBER 27, 2010.

PARCEL 2

EASEMENTS AND OTHER INTERESTS IN REAL PROPERTY AS CONTAINED IN THAT CERTAIN EASEMENT AGREEMENT BETWEEN CROW-CHILDRESS-MOBLEY #8, A TEXAS LIMITED PARTNERSHIP, AND DORN ASSOCIATES, LTD., A GEORGIA LIMITED PARTNERSHIP, DATED APRIL 28, 1988, RECORDED IN DEED BOOK 11492, PAGE 270, FULTON COUNTY RECORDS.

ALSO DESCRIBED AS:

TRACT I:

PARCEL 1

GATEWAY DISTRIBUTION CENTER - TRACT 1- BLDG 1

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 133 OF THE 14TH FF DISTRICT OF FULTON COUNTY, GEORGIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TO FIND THE POINT OF BEGINNING, BEGIN AT A POINT LOCATED AT THE INTERSECTION OF THE WESTERLY MARGIN OF THE RIGHT-OF-WAY OF GREENSBORO DRIVE (50-FOOT RIGHT-OF-WAY), WITH THE SOUTHERLY MARGIN OF THE RIGHT-OF-WAY OF FISK DRIVE (60-FOOT RIGHT-OF-WAY), IF SAID MARGINS WERE EXTENDED TO FORM AN ANGLE INSTEAD OF A CURVE, THENCE RUNNING SOUTH 16 DEGREES 17 MINUTES 11 SECONDS WEST, A DISTANCE OF 980.24 FEET TO 5/8-INCH REINFORCING BAR FOUND; THENCE CONTINUING ALONG SAID MARGIN SOUTH 16 DEGREES 16 MINUTES 59 SECONDS WEST, A DISTANCE OF 316.79 FEET TO A POINT, WHICH IS THE POINT OF BEGINNING; FROM THE POINT OF BEGINNING, AS THUS ESTABLISHED, THENCE CONTINUE ALONG THE SOUTHWESTERLY MARGIN OF THE RIGHT-OF-WAY OF GREENSBORO DRIVE, SOUTH 16 DEGREES 16 MINUTES 47 SECONDS WEST, A DISTANCE OF 75.54 FEET TO AN IRON PIN FOUND; THENCE LEAVING SAID MARGIN AND RUNNING SOUTH 73 DEGREES 43 MINUTES 13 SECONDS EAST, A DISTANCE OF 50.00 FEET TO AN

IRON PIN SET ON THE WESTERLY MARGIN OF THE RIGHT-OF-WAY OF FULTON INDUSTRIAL BOULEVARD (200-FOOT RIGHT-OF-WAY); THENCE RUNNING ALONG SAID MARGIN SOUTH 16 DEGREES 16 MINUTES 04 SECONDS WEST, A DISTANCE OF 263.68 FEET TO A 5/8-INCH REINFORCING BAR FOUND, THENCE LEAVING THE WESTERLY MARGIN OF THE RIGHT-OF-WAY OF FULTON INDUSTRIAL BOULEVARD AND RUNNING NORTH 76 DEGREES 39 MINUTES 53 SECONDS WEST, A DISTANCE OF 1,154.92 FEET TO AN IRON PIN FOUND, THENCE RUNNING NORTH 14 DEGREES 55 MINUTES 21 SECONDS WEST, A DISTANCE OF 207.69 FEET TO A SET 1/2" REBAR, WHICH 1/2" REBAR IS LOCATED IN THE CENTERLINE OF TRACK NO. 23 OF SEABOARD COASTLINE RAILROAD COMPANY; THENCE RUNNING ALONG THE CENTERLINE OF SAID TRACK NO. 23, NORTH 00 DEGREES 06 MINUTES 16 SECONDS WEST, A DISTANCE OF 162.84 FEET TO AN IRON PIN FOUND; THENCE LEAVING SAID CENTERLINE AND RUNNING SOUTH 76 DEGREES 39 MINUTES 58 SECONDS EAST, A DISTANCE OF 1,258.54 FEET TO A POINT LOCATED ON THE WESTERLY MARGIN OF THE RIGHT-OF-WAY-OF GREENSBORO DRIVE, SAID POINT BEING THE POINT OF BEGINNING; SAID PROPERTY CONTAINING 9.66 ACRES.

PARCEL 2

EASEMENTS AND OTHER INTERESTS IN REAL PROPERTY AS CONTAINED IN THAT CERTAIN EASEMENT AGREEMENT BETWEEN CROW-CHILDRESS-MOBLEY #8, A TEXAS LIMITED PARTNERSHIP, AND DORN ASSOCIATES, LTD., A GEORGIA LIMITED PARTNERSHIP, DATED APRIL 28, 1988, RECORDED IN DEED BOOK 11492, PAGE 270, AFORESAID RECORDS.

TRACT II:

PARCEL 1

GATEWAY DISTRIBUTION CENTER - TRACT 2 - BLDG 2

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 133 OF THE 14TH FF DISTRICT OF FULTON COUNTY, GEORGIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TO FIND THE POINT OF BEGINNING, BEGIN AT A POINT LOCATED AT THE INTERSECTION OF THE WESTERLY MARGIN OF THE RIGHT-OF-WAY OF GREENSBORO DRIVE (50 FOOT RIGHT-OF-WAY), WITH THE SOUTHERLY MARGIN OF THE RIGHT-OF-WAY OF FISK DRIVE (60 FOOT RIGHT-OF-WAY), IF SAID MARGINS WERE EXTENDED TO FORM AN ANGLE INSTEAD OF A CURVE, THENCE RUNNING SOUTH 16 DEGREES 17 MINUTES 11 SECONDS WEST, A DISTANCE OF 980.24 FEET TO 5/8-INCH REINFORCING BAR FOUND, WHICH IS THE POINT OF BEGINNING, FROM THE POINT OF BEGINNING, AS THUS ESTABLISHED, CONTINUE ALONG THE WESTERLY MARGIN OF THE RIGHT-OF-WAY OF GREENSBORO DRIVE SOUTH 16 DEGREES 16 MINUTES 59 SECONDS WEST, A DISTANCE OF 316.79 FEET TO A POINT; THENCE LEAVING SAID MARGIN AND RUNNING NORTH 76 DEGREES 39 MINUTES 58 SECONDS WEST, A DISTANCE 1,258.54 FEET TO AN IRON PIN FOUND

IN THE CENTERLINE OF TRACK NO. 23 OF THE SEABOARD COASTLINE RAILROAD COMPANY; THENCE RUNNING ALONG SAID CENTERLINE OF TRACK NO. 23, NORTH 00 DEGREES 07 MINUTES 28 SECONDS WEST, A DISTANCE OF 105.01 FEET TO AN IRON PIN FOUND; THENCE CONTINUING ALONG SAID CENTERLINE NORTH 00 DEGREES 04 MINUTES 32 SECONDS WEST, A DISTANCE OF 220.07 FEET TO A SET 1/2" REBAR; THENCE LEAVING THE CENTERLINE OF TRACK NO. 23 OF SEABOARD COASTLINE RAILROAD COMPANY, AND RUNNING SOUTH 76 DEGREES 40 MINUTES 03 SECONDS EAST, A DISTANCE OF 1,349.75 FEET TO A 5/8-INCH REINFORCING BAR FOUND, WHICH IS THE POINT OF BEGINNING; SAID PROPERTY CONTAINING 9.472 ACRES.

PARCEL 2

EASEMENTS AND OTHER INTERESTS IN REAL PROPERTY AS CONTAINED IN THAT CERTAIN EASEMENT AGREEMENT BETWEEN CROW-CHILDRESS-MOBLEY #8, A TEXAS LIMITED PARTNERSHIP, AND DORN ASSOCIATES, LTD., A GEORGIA LIMITED PARTNERSHIP, DATED APRIL 28, 1988, RECORDED IN DEED BOOK 11492, PAGE 270, AFORESAID RECORDS.

Address: 6047 & 6049 Fulton Industrial Boulevard SW, Atlanta, GA 30336
County: Fulton County
APN/Tax ID: 14F-0133-LL-036-0
14F-0133-LL-037-8

[5065-5075 Buford]

All that tract or parcel of land lying and being in Land Lots 256 and 257 of the 6th, District, Gwinnett County, Georgia and being more particularly described as follows:

BEGINNING at a point on the Northeastern right-of-way line of Buford Highway (right-of-way varies) at the intersection of said right-of-way line with the land lot line common to Land Lots 256 and 257; run thence along said right-of-way line and leaving said common land lot line South 44°31'19" West 176.26 feet to an iron pin found; thence leave said right-of-way line and run along land now or formerly of Selective Enterprises (Deed Book 13150, page 33) North 44°00'05" West 539.73 feet to an iron pin found; thence continue along land now or formerly of Selective Enterprises South 30°03'52" West 242.71 feet to an iron pin found; thence along land now or formerly of Victor Connell, et al. (Deed book 11868, page 60) North 59°48'26" West 100.18 feet to an iron pin found; thence along land now or formerly of Sally Steel Smith North 30°01'48" West 378.65 feet to an iron pin found on the Southwestern right-of-way line of Southern Railroad (200 foot right-of-way); thence along said right-of-way line North 50°16'00" East 1248.71 feet to an iron pin found; thence leave said right-of-way line and run along lands now or formerly of Brooks (Deed Book 5430, page 93) South 30°08'30" East 485.91 feet to an iron pin found; thence along land now or formerly of S. L. Leveto Co. Inc. (Deed Book 665, page 221) and land now or formerly Kimball, Inc. (Deed Book 5849, page 291) South 55°10'06" West 191.65 feet to an iron pin found; thence continue along land now or formerly of Kimball, Inc. South 27°15'01" East 260.88 feet to an iron pin found; thence along land now or formerly, of Vivian L. Maltbie South 60°53'06" West 203.75 feet to an iron pin found; thence continue along land of Vivian L. Maltbie South 27°27'29" East 202.34 feet to an iron set on the northeast right-of-way line South 44°31'19" West 264.57 feet to the point of beginning.

Address: 5065 and 5075 Buford Highway, Norcross, GA 30071
County: Gwinnett County
APN/Tax ID: R6257 065

[2200-2225 Cedars]

All that certain lot or parcel of land situate in the County of Gwinnett, State of Georgia, and being more particularly described as follows:

AS TO 2200 CEDARS ROAD:**PARCEL 1:**

ALL THAT TRACT OR PARCEL OF LAND LYING OR BEING IN LAND LOT 14 AND 15, OF THE 7TH LAND DISTRICT, GWINNETT COUNTY, GEORGIA, AND BEING A PART OF LOT 2, BLOCK "J", GWINNETT PROGRESS CENTER, AS PER PLAT RECORDED AT PLAT BOOK 66, PAGE 57, GWINNETT COUNTY RECORDS WHICH PROPERTY IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING FROM THE INTERSECTION OF THE SOUTHERN RIGHT-OF-WAY LINE OF PROGRESS INDUSTRIAL BOULEVARD (HAVING A VARIABLE WIDTH RIGHT-OF-WAY) WITH THE WESTERN RIGHT-OF-WAY LINE OF CEDARS ROAD (HAVING AN 80 FOOT WIDE RIGHT-OF-WAY) THENCE ALONG THE WESTERN RIGHT-OF-WAY LINE OF CEDARS ROAD 279.63' TO A 1/2" REBAR FOUND; SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE FROM THE TRUE POINT OF BEGINNING AS THUS ESTABLISHED AND ALONG THE WESTERN RIGHT-OF-WAY LINE OF CEDARS ROAD S 20°21'00" W A DISTANCE OF 91.94' TO A 1/2" REBAR FOUND; THENCE WITH A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 368.14', WITH A RADIUS OF 1677.02', WITH A CHORD BEARING OF S 14°02'25" W, WITH A CHORD LENGTH OF 367.40', TO A 1/2" REBAR FOUND; THENCE DEPARTING THE WESTERN RIGHT-OF-WAY LINE OF CEDARS ROAD S 82°22'07" W A DISTANCE OF 180.98' TO A 1/2" REBAR FOUND; THENCE S 84°37'36" W A DISTANCE OF 1022.26' TO A 1/2" REBAR FOUND; THENCE N 17°00'49" E A DISTANCE OF 551.56' TO A 1/2" REBAR FOUND; THENCE N 84°37'43" E A DISTANCE OF 1034.86' TO A 1/2" REBAR FOUND; THENCE N 81°38'44" E A DISTANCE OF 49.76' TO A 1/2" REBAR FOUND; THENCE S 48°10'22" E A DISTANCE OF 103.77' TO THE 1/2" REBAR FOUND AT THE TRUE POINT OF BEGINNING. SAID TRACT OR PARCEL OF LAND CONTAINS 13.759 ACRES (BEING 599,372 SQUARE FEET).

PARCEL 2:

A perpetual, non-exclusive easement to maintain the slope work as more particularly set forth in that certain Slope Easement Agreement by and between Gwinnett Associates, Limited Partnership, a Georgia limited partnership, and PDC Partners, L.L.C., a Georgia limited liability company, dated as of April 10, 1996, filed for record April 15, 1996 at 8:46 a.m., recorded in Deed Book 12566, Page 84, Records of Gwinnett County, Georgia.

PARCEL 3:

A perpetual, non-exclusive easement for sanitary sewer facilities as more particularly set forth in that certain Sanitary Sewer Easement Agreement by and between Gwinnett Associates, Limited Partnership, a Georgia limited partnership, and PDC Partners, L.L.C., a Georgia limited liability company, dated as of April 10, 1996, filed for record April 15, 1996 at 8:46 a.m., recorded in Deed Book 12566, Page 90, aforesaid records.

PARCEL 4:

Easement contained in that certain "No-Build" Area Agreement by and between Gwinnett Associates, Limited Partnership, a Georgia limited partnership, and PDC Partners, L.L.C., a Georgia limited liability company, dated as of April 10, 1996, filed for record April 15, 1996 at 8:46 a.m., recorded in Deed Book 12566, Page 96, aforesaid records.

PARCEL 5:

A perpetual, non-exclusive drainage easement as more particularly set forth in that certain Reciprocal Drainage Easement Agreement by and between Gwinnett Associates, Limited Partnership, a Georgia limited partnership, and PDC Partners, L.L.C., a Georgia limited liability company, dated as of April 10, 1996, filed for record April 15, 1996 at 8:46 a.m., recorded in Deed Book 12566, Page 101, aforesaid Records.

PARCEL 6:

Easement in and to the "Common Area" as defined and more particularly set forth in that certain Amended and Restated Declaration of Covenants, Conditions and Restrictions for Gwinnett Progress Center by Atlanta Research Properties, dated September 26, 1986, filed for record November 19, 1986 at 10:12 a.m., recorded in Deed Book 3932, Page 218, aforesaid Records; as amended by that certain Amendment to Amended and Restated Declaration of Covenants, Conditions and Restrictions for Gwinnett Progress Center by and between Atlanta Research Properties, a North Carolina limited partnership and Georgia Power Company, a Georgia corporation, dated September 17, 1987, filed for record November 16, 1987 at 2:28 p.m., recorded in Deed Book 4638, Page 200, aforesaid Records; as further amended by that certain Amendment to Community Development Code and Land Use Standards by and between Gwinnett Progress Center Property Owners Association, Inc., a Georgia non-profit corporation and Atlanta Research Properties, a North Carolina limited partnership, dated as of November 30, 1987, filed for record December 2, 1987 at 2:50 p.m., recorded in Deed Book 4659, Page 129, aforesaid Records; as further amended by that certain Amendment to Amended and Restated Declaration of Covenants, Conditions and Restrictions for Gwinnett Progress Center by Atlanta Research Properties, a North Carolina limited partnership, dated August 31, 1988, filed for record September 2, 1988 at 4:51 p.m., recorded in Deed Book 5086, Page 319, aforesaid Records; as further amended by that certain Amendment to Community Development Code and Land Use Standards For Gwinnett Progress Center by and between Atlanta Research Properties, a North Carolina limited partnership and Gwinnett Progress Center Property Owners Association New Construction Committee, dated August 31, 1988, filed for record September 2, 1988 at 4:51 p.m., recorded in Deed Book 5086, Page 323, aforesaid Records; as affected by that certain Agreement Respecting Declarant's Rights by and between Atlanta Research Properties, a North Carolina limited partnership and Trust

Company Bank, a Georgia banking corporation, dated October 27, 1988, filed for record October 31, 1988 at 9:00 a.m., recorded in Deed Book 5179, Page 40, aforesaid Records; as assigned by that certain Assignment of Declarant's Rights and Obligations from Atlanta Research Properties Limited Partnership, a North Carolina limited partnership to Gwinnett Associates, Limited Partnership, a Georgia limited partnership, dated as of December, 1993, filed for record December 17, 1993 at 4:25 p.m., recorded in Deed Book 9759, Page 170, aforesaid Records; as further assigned by that certain Assignment of Declarant's Rights and Obligations by and between Gwinnett Associates, Limited Partnership, a Georgia limited partnership and Gwinnett Associates Limited Liability Company, a Georgia limited liability company, dated as of April 30, 1997, filed for record May 9, 1997 at 2:00 p.m., recorded in Deed Book 14160, Page 86, aforesaid Records; as further amended by that certain Amendment to Amended and Restated Declaration of Covenants, Conditions and Restrictions for Gwinnett Progress Center by and between Lawrenceville Alcovy Investments, L.L.C. (successor to Atlanta Research Properties, a North Carolina limited partnership) and Gwinnett Progress Center Property Owners Association, Inc., dated September 9, 2002, filed for record September 9, 2002 at 2:26 p.m., recorded in Deed Book 28672, Page, 117, aforesaid Records; as further amended by that certain Amendment to Declaration of Covenants, Conditions and Restrictions for Gwinnett Progress Center by Cedars West Associates, LLC, a Georgia limited liability company, dated as of February 27, 2006, filed for record March 16, 2006 at 3:33 p.m., recorded in Deed Book 46269, Page 814, aforesaid Records; as further assigned by that certain Assignment of Declarant's Rights under Declaration of Covenants, Conditions and Restrictions for Gwinnett Progress Center from Cedars West Associates, LLC, a Georgia limited liability company to Gwinnett Cedars, LLC, a Georgia limited liability company, dated February 26, 2007, filed for record August 22, 2007 at 12:24 p.m., recorded in Deed Book 48210, Page 566, aforesaid Records; as further assigned by that certain Assignment of Rights by and between SunTrust Bank, a Georgia banking corporation and Auburn Dynamics, LLC, a Georgia limited liability company, dated as of October 29, 2012, filed for record November 1, 2012 at 2:00 p.m., recorded in Deed Book 51759, Page 735, aforesaid records.

AS TO 2225 CEDARS ROAD:

PARCEL 1:

All that tract or parcel of land lying and being in Land Lot 15 of the 7th District of Gwinnett County, Georgia which property is more particularly described as follows:

To Find the True Point of Beginning, begin at a point located at the mitered Intersection of the western right-of-way line of Cedars Road (80 foot right-of-way) and the mitered southern right-of-way line of Progress Industrial Boulevard (width varies); running thence in a southeasterly direction South 73 degrees 14 minutes 08 seconds East, a distance of 80.16 feet to an iron pin set located on the eastern right-of-way line of Cedars Road (80 foot right-of-way) and the True Point of Beginning; thence leaving the eastern right-of-way line of Cedars Road (80 foot right-of-way) and running in a northeasterly direction North 65 degrees 21 minutes 00 seconds East, a distance of 35.34 feet to an iron pin set; thence South 69 degrees 39 minutes 00 seconds East, a distance of 56.80 feet to an iron pin set; thence along the arc of a curve to the left an arc distance of 356.32 feet and having a chord bearing of South 83 degrees 38 minutes 00 seconds East and having a chord distance of 352.79 feet to an iron pin set; thence North 82 degrees 23 minutes 00 seconds

East, a distance of 652.28 feet to a point; running thence along the arc of a curve to the left an arc distance of 106.92 feet and having a chord bearing of North 78 degrees 27 minutes 23 seconds East and having a chord distance of 106.84 feet to an iron pin set; thence South 07 degrees 37 minutes 00 seconds East, a distance of 542.32 feet to an iron pin set; thence South 82 degrees 23 minutes 00 seconds West, a distance of 1485.00 feet to an iron pin set located on the eastern right-of-way line of Cedars Road (80 foot right-of-way); running thence in a northeasterly direction along the eastern right-of-way line of Cedars Road (80 foot right-of-way) the following courses and distances: along the arc of a curve to the right an arc distance of 328.62 feet and having a chord bearing of North 14 degrees 27 minutes 18 seconds East and having a chord distance of 328.04 feet to a point located on the eastern right-of-way line of Cedars Road (80 foot right-of-way); thence North 20 degrees 21 minutes 00 seconds East, a distance of 376.51 feet to an iron pin set located on the eastern right-of-way line of Cedars Road (80 foot right-of-way) and being True Point of Beginning, said property being shown on that plat of survey prepared by Gary S. Harvin, Jr., Georgia Registered Land Surveyor No. 3105, of Earthpro, Inc., dated July 10, 2012, last revised September 21, 2012 and containing 17.354 acres.

PARCEL 2:

A right and easement of enjoyment in and to the "Common Area" as defined and more particularly set forth in that certain Amended and Restated Declaration of Covenants, Conditions and Restrictions For Gwinnett Progress Center, dated September 26, 1986, filed for record November 19, 1986, and recorded in Deed Book 3932, Page 218, aforesaid records; as affected by that certain Amendment to Amended and Restated Declaration of Covenants, Conditions and Restrictions for Gwinnett Progress Center dated September 17, 1987, filed for record November 16, 1987, and recorded in Deed Book 4638, Page 200, aforesaid records; as affected by that certain Amendment to Community Development Code and Land Use Standards by Gwinnett Progress Center Property Owners Association, Inc., a non-profit corporation organized under the laws of the State of Georgia and Atlanta Research Properties, a North Carolina limited partnership, dated November 30, 1987, filed for record December 2, 1987, and recorded in Deed Book 4659, Page 129, aforesaid records; as affected by that certain Amendment to Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Gwinnett Progress Center by Atlanta Research Properties, a North Carolina limited partnership, dated August 31, 1988, filed for record September 2, 1988, and recorded in Deed Book 5086, Page 319, aforesaid records; as affected by that certain Amendment to Community Development Code and Land Use Standards for Gwinnett Progress Center, dated August 31, 1988, filed for record September 2, 1988, and recorded in Deed Book 5086, Page 323, aforesaid records; as affected by that certain Agreement Respecting Declarant's Rights dated October 27, 1988, filed for record October 31, 1988, and recorded in Deed Book 5179, Page 40, aforesaid records; as assigned by that certain Assignment of Declarant's Rights and Obligations to Gwinnett Associates, Limited Partnership, a Georgia limited partnership, dated December, 1993, filed for record December 17, 1993, and recorded in Deed Book 9759, Page 170, aforesaid records; as assigned by that certain Assignment of Declarant's Rights and Obligations from Gwinnett Associates, Limited Partnership, a Georgia limited partnership to Gwinnett Associates Limited Liability Company, a Georgia limited liability company, dated April 30, 1997, filed for record May 9, 1997; and recorded in Deed Book 14160, Page 86, aforesaid records; as affected by that certain Amendment to Amended and Restated Declaration of Covenants, Conditions and Restrictions for Gwinnett Progress Center by and between Lawrenceville Alcovy Investments, L

L C, (successor to Atlanta Research Properties, a North Carolina limited partnership) and Gwinnett Progress Center Property Owners Association, Inc., dated September 9, 2002, filed for record September 9, 2002, and recorded in Deed Book 28672, Page 117, aforesaid records; as affected by that certain Amendment to Declaration of Covenants, Conditions and Restrictions for Gwinnett Progress Center by Cedars West Associates, LLC, a Georgia limited liability company, dated February 27, 2006, filed for record March 16, 2006, and recorded in Deed Book 46269, Page 814, each of the Records of Gwinnett County, Georgia.

Address: 2200 Cedars Road, Lawrenceville, GA 30043
2225 Cedars Road, Lawrenceville, GA 30043
County: Gwinnett County
APN/Tax ID: R7015 077
R7015 084

[7900 Troon]**Tract 1:**

All that tract or parcel of land lying and being in Land Lot 779 of the 18th District, 2nd Section, Cobb County, Georgia, and being more particularly described as follows:

Beginning at the northwest corner of Land Lot 779, said corner being common to land lots 700, 701, 778 and 779 and being an axle found; thence along the northerly land lot line of Land Lot 779 North 88 degrees 56 minutes 24 seconds East, 914.48 feet to a 1/2" rebar found; thence leaving said land lot line South 02 degrees 16 minutes 06 seconds East, 418.10 feet to a 5/8-inch rebar set; thence along a curve to the right, an arc distance of 80.40 feet, said curve having a radius of 122.50 feet and being subtended by a chord of 78.96 feet, at South 16 degrees 31 minutes 55 seconds West, to a 1/2-inch rebar found; thence South 35 degrees 19 minutes 57 seconds West, 159.60 feet to a 1/2" rebar found; thence along a curve to the left, an arc distance of 6.60 feet, said curve having a radius of 37.50 feet and being subtended by a chord of 6.59 feet, at South 30 degrees 17 minutes 19 seconds West, to a point; thence South 25 degrees 14 minutes 40 seconds West, 48.62 feet to a 1/2" rebar found on the northerly right-of-way of Troon Circle (70' R/W); thence along said northerly right-of-way the following courses and distances: along a curve to the left, an arc distance of 169.75 feet, said curve having a radius of 335.00 feet and being subtended by a chord of 167.94 feet, at North 71 degrees 59 minutes 05 seconds West, to a point; along a curve to the right, an arc distance of 17.77 feet, said curve having a radius of 20.00 feet and being subtended by a chord of 17.19 feet, at North 61 degrees 03 minutes 23 seconds West, to a point; along a curve to the left, an arc distance of 240.20 feet, said curve having a radius of 75.00 feet and being subtended by a chord of 149.91 feet, at South 56 degrees 09 minutes 25 seconds West, to a 1/2" rebar found; thence leaving said northerly right-of-way South 57 degrees 55 minutes 17 seconds West, 104.52 feet to a 1/2" rebar found; thence South 88 degrees 47 minutes 19 seconds West, 384.69 feet to a 1/2" rebar found on the westerly land lot line of Land Lot 779; thence along said westerly land lot line North 01 degrees 30 minutes 42 seconds West, 743.57 feet to an axle found, said point being the POINT OF BEGINNING.

Said tract or parcel of land contains 14.072 acres, and is described above according to that certain plat of survey entitled "ALTA/ACSM Land Title Survey of #7900 Troon Circle for Ernie Green Industries, Inc., Troon Circle, LLC, Park National Bank ISAOA and First American Title Insurance Company", dated February 21, 2014, last revised April 7, 2014, prepared by Jamey R. Coleman, Georgia Registered Land Surveyor No. 2798 of GeoSurvey, Ltd., which plat of survey is by this reference incorporated herein.

Tract 2:

TOGETHER WITH, non-exclusive easements appurtenant to the above property reserved in that certain Limited Warranty Deed from Riverside Associates, a Georgia joint venture, to Toyo Tire (U.S.A.) Corporation, dated February 20, 1990, filed for record February 21, 1990 at 3:01 p.m., recorded in Deed Book 5643, Page 497, aforesaid records.

Address: 7900 Troon Circle, Austell, GA 30168
County: Cobb County
APN/Tax ID: 18-0779-0-003-0

[150 Portside]

Tract 1:

ALL THAT TRACT OR PARCEL OF LAND LYING IN THE 8TH GM DISTRICT OF CHATHAM COUNTY, GEORGIA, BEING LOT 1 AS SHOWN ON PLAT ENTITLED MINOR REVISION TO A RECORDED PLAT, PLAT OF LOT 1, 2B AND 2D, AMERICAN PORT SERVICES SUBDIVISION, RECORDED AT PLAT BOOK 25-S, PAGE 6, CHATHAM COUNTY RECORDS.

Tract 2:

Those beneficial Fire Service and Drainage easements as more particularly defined and described in that certain Declaration of Easements recorded in Book 1347, Page 467 as amended by First Amendment to Declaration of Easements recorded in Book 1373, Page 175, all in Chatham County, Georgia records.

Address: 150 Portside Court, Savannah, GA 31407
County: Chatham County
APN/Tax ID: 20981 01011

[75 Odell School]

All that certain lot or parcel of land situate in the County of Cabarrus, State of North Carolina, and being more particularly described as follows:

PARCEL 1:

ALL THAT CERTAIN 14.482 ACRE TRACT SHOWN ON PLAT OF POPLAR POINT, MAP 3, RECORDED IN PLAT BOOK 31, PAGE 76, CABARRUS COUNTY PUBLIC REGISTRY, REFERENCE TO WHICH IS HEREBY MADE FOR A MORE COMPLETE DESCRIPTION.

ALSO BEING DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT NCGS MONUMENT "63 JAS", HAVING NC GRID NAD83 COORDINATES OF NORTH 607,569.22 FT, EAST 1,489.516.22 FT; THENCE NORTH 26°52'37" EAST A HORIZONTAL GROUND DISTANCE OF 2,131.84 FEET TO AN EXISTING IRON ROD SAID POINT BEING LOCATED ON THE WESTERN RIGHT-OF-WAY OF ODELL SCHOOL RD (A 60 FT PUBLIC RIGHT-OF-WAY); WHICH IS THE POINT OF BEGINNING; SAID POINT ALSO BEING LOCATED AT A NORTHEAST CORNER OF THE MCLANE FOODSERVICE, INC. PROPERTY AS DESCRIBED IN DEED BOOK 4289, PAGE 207 OF THE CABARRUS COUNTY REGISTRY; THENCE WITH THE AFORESAID MCLANE FOODSERVICE, INC. PROPERTY THE FOLLOWING 2 COURSES AND DISTANCES: 1) NORTH 86°10'46" WEST A DISTANCE OF 581.60 FEET TO AN EXISTING IRON ROD; 2) NORTH 65°18'53" WEST A DISTANCE OF 483.61 FEET TO AN EXISTING IRON ROD SAID POINT BEING LOCATED ON THE REAR LINE OF LOT 107 OF THE POPLAR WOODS SUBDIVISION, PHASE 2, MAP 2 AS DESCRIBED IN MAP BOOK 34, PAGE 46 OF THE CABARRUS COUNTY REGISTRY; THENCE WITH THE REAR LINES OF LOTS 107-100 OF THE AFORESAID POPLAR WOODS SUBDIVISION THE FOLLOWING 5 COURSES AND DISTANCES: 1) NORTH 44°07'12" EAST CROSSING AN EXISTING IRON ROD AT A DISTANCE OF 26.71 FEET FOR A TOTAL DISTANCE OF 155.06 FEET TO AN EXISTING IRON ROD; 2) NORTH 32°25'19" EAST A DISTANCE OF 85.43 FEET TO AN EXISTING IRON ROD; 3) NORTH 19°10'00" EAST A DISTANCE OF 92.34 FEET TO AN EXISTING IRON ROD; 4) NORTH 03°25'12" EAST A DISTANCE OF 92.90 FEET TO AN EXISTING IRON ROD; 5) NORTH 06°46'14" WEST CROSSING AN EXISTING IRON ROD AT A DISTANCE OF 70.82 FEET FOR A TOTAL DISTANCE OF 115.81 FEET TO AN EXISTING IRON PIPE SAID POINT BEING LOCATED AT THE SOUTHWEST CORNER OF THE S. HARRIS CALDWELL PROPERTY (NOW OR FORMERLY) AS DESCRIBED IN MAP BOOK 5, PAGE 8 OF THE CABARRUS COUNTY REGISTRY; THENCE WITH THE AFORESAID S. HARRIS CALDWELL PROPERTY SOUTH 87°52'44" EAST CROSSING AN EXISTING IRON ROD ON THE WESTERN RIGHT-OF-WAY OF ODELL SCHOOL ROAD AT A DISTANCE OF 890.21 FEET FOR A TOTAL DISTANCE OF 943.44 FEET TO AN EXISTING IRON ROD SAID POINT BEING LOCATED EAST OF THE PAVED ROAD WITHIN THE RIGHT-OF-WAY OF ODELL SCHOOL ROAD; THENCE WITHIN THE RIGHT-OF-WAY OF ODELL SCHOOL ROAD THE FOLLOWING 2 COURSES AND DISTANCES: 1) SOUTH 03°55'48" WEST A

DISTANCE OF 689.27 FEET TO AN EXISTING IRON ROD; 2) NORTH 86°10'46" WEST A DISTANCE OF 51.89 FEET TO THE POINT OF BEGINNING; CONTAINING 630,874 SQUARE FEET OR 14.4829 ACRES AS SHOWN ON A SURVEY BY R.B. PHARR AND ASSOCIATES P.A. DATED DECEMBER 16, 2014, (MAP FILE W-2135C), (JOB NO. 82393).

PARCEL 2:

TOGETHER WITH EASEMENTS, RIGHTS AND BENEFITS SET FORTH IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR POPLAR POINT BUSINESS PARK RECORDED IN BOOK 1934, PAGE 127, AS AMENDED AND RESTATED BY AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR POPLAR POINT BUSINESS PARK RECORDED IN BOOK 2282, PAGE 8, AS AMENDED BY FIRST AMENDMENT TO AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR POPLAR POINT BUSINESS PARK RECORDED IN BOOK 2781, PAGE 210, CABARRUS COUNTY REGISTRY, TO THE EXTENT THE SAME CONSTITUTE INTERESTS IN REAL ESTATE.

Address: 75 Odell School Road, Concord, NC 28027
County: Cabarrus County
APN/Tax ID: 46900927 780000

[120 Woodlake]

All that certain lot or parcel of land situate in the County of Cleveland, State of North Carolina, and being more particularly described as follows:

TRACT A:

ALL that certain lot or parcel or land situate, lying, and being in Gaston County, North Carolina and more particularly described as follows:

BEING all of Tract "A" (44.94 Acres) shown on plat entitled "Survey for Kings Mountain North, LLC & Kings Mountain North Sub I, LLC" recorded in Plat Book 34, at Page 193 in the Office of the Register of Deeds for Cleveland County, North Carolina.

TRACT B:

ALL that certain lot or parcel or land situate, lying, and being in Cleveland and Gaston Counties, North Carolina and more particularly described as follows:

BEING all of Tract "B" (45.22 Acres) shown on plat entitled "Survey for Kings Mountain North, LLC & Kings Mountain North Sub I, LLC" recorded in Plat Book 34, at Page 193 in the Office of the Register of Deeds for Cleveland County, North Carolina and Plat Book 75, at Page 56 in the Office of the Register of Deeds for Gaston County, North Carolina.

Address: 120 Woodlake Parkway, Kings Mountain, NC 28086
County: Gaston County
APN/Tax ID: 12660
59332

[133 Industrial]

All that certain lot or parcel of land situate in the County of Cleveland, State of North Carolina, and being more particularly described as follows:

ALL THAT CERTAIN PIECE, PARCEL OR TRACT OF LAND SITUATE, LYING AND BEING LOCATED IN THE CITY OF KINGS MOUNTAIN, CLEVELAND COUNTY, STATE OF NORTH CAROLINA. AS SHOWN ON A PLAT ENTITLED "ALTA/ACSM LAND TITLE SURVEY FOR CBRE PROJECT- KINGS MOUNTAIN # 1, 113 INDUSTRIAL DRIVE", DATED JULY 11, 2007, PREPARED BY BARRETT SURVEYING GROUP, LLC (R. SCOTT BARRETT, PLS, NC REGISTRATION NO. L-4513), AND ACCORDING TO SAID PLAT HAVING THE FOLLOWING METES AND BOUNDS TO WIT:

BEGINNING AT AN IRON PIN SET 5/8" REBAR (LABELED AS P.O.B) LOCATED ON THE SOUTHEASTERN RIGHT- OF-WAY OF QUALITY LANE (A SERVICE ROAD WHICH RUNS ALONG AND PARALLEL TO US INTERSTATE 85) SAID IRON PIN IS LOCATED THE FOLLOWING 2 CALLS FROM NCGS MONUMENT "OAK"; (A) SOUTH 40°05'11" WEST 479.49 FEET TO A POINT AND (B) SOUTH 48°48'37" WEST 30.00 FEET TO AN IRON PIN SET 5/8" REBAR TO THE POINT OF BEGINNING, THENCE ALONG THE COMMON LINE OF N/F KINGS MOUNTAIN ASSOCIATES AND THROUGH THE 60' RIGHT-OF-WAY OF INDUSTRIAL DRIVE SOUTH 41°15'04" EAST 435.32 FEET TO AN IRON PIN SET 5/8" REBAR, THENCE ALONG A CURVE TO THE LEFT HAVING AN ARC LENGTH OF 579.53 FEET, A RADIUS OF 999.75 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 57°51'12" EAST 571.45 FEET TO A MAG NAIL SET IN INDUSTRIAL DRIVE, ALSO LOCATED ON THE RIGHT OF WAY OF TRANSCONTINENTAL GAS PIPE LINE, THENCE RUNNING THROUGH SAID RIGHT OF WAY SOUTH 49°38'30" WEST 34.55 FEET TO AN IRON PIN SET 5/8" REBAR, LOCATED ON THE SOUTHWESTERN RIGHT OF WAY OF INDUSTRIAL DRIVE, THENCE CONTINUING THROUGH TRANSCONTINENTAL GAS PIPE LINE RIGHT OF WAY SOUTH 48°53'51" WEST 81.33 FEET TO AN IRON PIN SET 5/8" REBAR, THENCE SOUTH 48°53'51" WEST 228.98 FEET TO AN IRON PIN SET 5/8" REBAR, THENCE SOUTH 48°27'34" WEST 284.15 FEET TO AN IRON PIN SET 5/8" REBAR, THENCE NORTH 41°47'45" WEST 983.61 FEET TO AN IRON PIN SET 5/8" REBAR, LOCATED ON THE SOUTHEASTERN RIGHT OF WAY OF QUALITY LANE, THENCE RUNNING ALONG THE SOUTHEASTERN RIGHT OF WAY OF QUALITY LANE NORTH 48°48'37" EAST

475.06 FEET TO AN IRON PIN SET 5/8" REBAR, THE POINT OF BEGINNING. CONTAINING 11.266 ACRES, SUBJECT TO AREA (0.639 ACRE) LOCATED WITHIN THE 60 FOOT RIGHT OF WAY OF INDUSTRIAL DRIVE.

LESS AND EXCEPT:

ALL THAT CERTAIN PIECE, PARCEL OR TRACT OF LAND SITUATE, LYING AND BEING LOCATED IN THE CITY OF KINGS MOUNTAIN, CLEVELAND COUNTY, STATE OF NORTH CAROLINA, AS SHOWN ON A PLAT ENTITLED "ALTA/ACSM LAND TITLE

SURVEY FOR CBRE PROJECT - KINGS MOUNTAIN #1, 133 INDUSTRIAL DRIVE", DATED JULY 11, 2007, DESIGNATED AS "R/W ACQUIRED BY DB 1373-1260 (TRACT II), PREPARED BY BARRETT SURVEYING GROUP, LLC (R. SCOTT BARRETT, PLS, NC REGISTRATION NO. L4513), AND ACCORDING TO SAID PLAT HAVING THE FOLLOWING METES AND BOUNDS TO WIT:

BEGINNING AT AN IRON PIN SET 5/8" REBAR (LABELED AS P.O.B.) LOCATED ON THE EASTERN RIGHT-OF-WAY OF QUALITY LANE (A SERVICE ROAD WHICH RUNS ALONG AND PARALLEL TO US INTERSTATE 85) SAID IRON PIN IS LOCATED THE FOLLOWING 2 CALLS FROM NCGS MONUMENT "OAK": (A) SOUTH 40°06'11" WEST 479.49 FEET TO A POINT AND (B) SOUTH 48°48'37" WEST 30.00 FEET TO AN IRON PIN SET 5/8" REBAR THE POINT OF BEGINNING, THENCE ALONG THE COMMON LINE OF N/F KINGS MOUNTAIN ASSOCIATES SOUTH 41°15'04" EAST 100.75 FEET TO AN IRON PIN SET 5/8" REBAR, LOCATED ON THE EASTERN RIGHT-OF-WAY OF QUALITY LANE (NC SR 2312) (DB 1373-1260), THENCE RUNNING ALONG THE EASTERN RIGHT-OF-WAY OF QUALITY LANE (NC SR 2312) ALONG A CURVE TO THE LEFT HAVING AN ARC LENGTH OF 13.52 FEET, A RADIUS OF 251.58 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 07°00'36" EAST 13.51 FEET TO AN IRON PIN SET 5/8" REBAR LOCATED ON THE NORTHERN RIGHT-OF-WAY OF INDUSTRIAL DRIVE, THENCE RUNNING ALONG THE NORTHERN RIGHT-OF-WAY OF INDUSTRIAL DRIVE ALONG A CURVE TO THE LEFT, HAVING AN ARC LENGTH OF 161.15, A RADIUS OF 387.41 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 87°52'02" EAST 159.99 FEET TO AN IRON PIN SET 5/8" REBAR LOCATED ON THE EASTERN RIGHT-OF-WAY OF QUALITY LANE (NC SR 2312), THENCE RUNNING ALONG THE EASTERN RIGHT-OF-WAY OF QUALITY LANE (NC SR 2312) NORTH 48°48'36" EAST 126.36 FEET TO AN IRON PIN SET 5/8" REBAR, THE POINT OF BEGINNING, CONTAINING 0.150 ACRE.

ALSO LESS AND EXCEPTING ANY PORTION OF THE AFOREMENTIONED TRACT CONVEYED IN FEE SIMPLE TO THE DEPARTMENT OF TRANSPORTATION BY DEED FOR HIGHWAY RIGHT OF WAY RECORDED IN BOOK 1373, AT PAGE 1260 IN THE OFFICE OF THE REGISTER OF DEEDS FOR CLEVELAND COUNTY, NORTH CAROLINA.

ALSO DESCRIBED AS FOLLOWS:

ALL THAT CERTAIN PIECE, PARCEL OR TRACT OF LAND SITUATE, LYING AND BEING LOCATED IN THE CITY OF KINGS MOUNTAIN, CLEVELAND COUNTY, STATE OF NORTH CAROLINA, AS SHOWN ON A PLAT ENTITLED "ALTA/ACSM LAND TITLE SURVEY FOR COMMONWEALTH TUBE, KINGS MOUNTAIN - COMMONWEALTH, LLC, 133 INDUSTRIAL DRIVE" DATED AUGUST 4, 2005, PREPARED BY BARRETT SURVEYING GROUP (R. SCOTT BARRETT, PLS, NC REGISTRATION NO. L-4513), AND ACCORDING TO SAID PLAT HAVING THE FOLLOWING METES AND BOUNDS TO WIT:

BEGINNING AT AN IRON PIN SET 5/8" REBAR LOCATED ON THE SOUTHEASTERN RIGHT OF WAY OF QUALITY LANE (A SERVICE ROAD WHICH RUNS ALONG AND

PARALLEL TO US INTERSTATE 85), SAID IRON PIN IS LOCATED THE FOLLOWING TWO CALLS FROM NCGS "MONUMENT OAK": (A) SOUTH 40-05-11 WEST 479.49 FEET TO A POINT AND (B) SOUTH 48-48-37 WEST 30 FEET TO AN IRON PIN SET 5/8" REBAR (POINT OF BEGINNING), THENCE ALONG THE COMMON LINE OF N/F KINGS MOUNTAIN ASSOCIATES AND THROUGH THE 60 FOOT RIGHT OF WAY OF INDUSTRIAL DRIVE SOUTH 41-15-04 EAST 435.32 FEET TO AN IRON PIN SET 5/8" REBAR, THENCE ALONG A CURVE TO THE LEFT HAVING AN ARC LENGTH OF 579.53 FEET, A RADIUS OF 999.75 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 57-51-12 EAST 571.45 FEET TO A MAG NAIL SET IN INDUSTRIAL DRIVE, ALSO LOCATED IN THE RIGHT OF WAY OF TRANSCONTINENTAL GAS PIPE LINE, THENCE RUNNING THROUGH SAID RIGHT OF WAY SOUTH 49-36-30 WEST 34.55 FEET TO AN IRON PIN SET 5/8" REBAR, LOCATED ON THE SOUTHWESTERN RIGHT OF WAY OF INDUSTRIAL DRIVE, THENCE CONTINUING THROUGH TRANSCONTINENTAL GAS PIPE LINE RIGHT OF WAY SOUTH 48-53-51 WEST 81.33 FEET TO AN IRON PIN SET 5/8" REBAR, THENCE SOUTH 48-53-51 WEST 228.96 FEET TO AN IRON PIN SET 5/8" REBAR, THENCE SOUTH

48-27-34 WEST 284.15 FEET TO AN IRON PIN SET 5/8" REBAR, THENCE NORTH 41-47-45 WEST 983.61 FEET TO AN IRON PIN SET 5/8" REBAR, LOCATED ON THE SOUTHEASTERN RIGHT OF WAY OF QUALITY LANE, THENCE RUNNING ALONG THE SOUTHEASTERN RIGHT OF WAY OF QUALITY LANE NORTH 48-48-37 EAST 475.06 FEET TO AN IRON PIN SET 5/8" REBAR, BEING THE POINT OF BEGINNING.

SAID TRACT CONTAINING 11.266 ACRES, MORE OR LESS, SUBJECT TO THE AREA (0.569 ACRE) LOCATED WITHIN THE 60 FOOT RIGHT OF WAY OF INDUSTRIAL DRIVE.

Address: 133 Industrial Drive, Kings Mountain, NC 28086
County: Cleveland County
APN/Tax ID: 59013

[293 Industrial]

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF CLEVELAND, STATE OF NORTH CAROLINA AND IS DESCRIBED AS FOLLOWS:

Tract 1:

All that certain piece, parcel or tract of land situate, lying and located in the City of Kings Mountain, Township 4, Cleveland County, State of North Carolina, containing 19.392 acres, more or less, known as Lot 1 Kings Mountain Corporate Center, as shown on a plat recorded in Plat Book 22 at Page 193, and also shown on a more recent survey entitled "ALTA/ACSM Land Title Survey For Kings Mountain Associates II, LLC", dated November 2, 2004, last revised November 30, 2004 prepared by Barrett Surveying Group (R. Scott Barrett, PLS, NC Registration No. L-4513) and having the following metes and bounds to wit:

Beginning at an iron pin set 1/2" rebar (Labeled as P.O.B. Parcel 1) located on the southeastern right of way (60' total) of Industrial Drive, also located at the common corner of N/F Kings Mountain Associates, (said iron pin set 1/2" located at NAD 83 grid coordinates N=542053.62 feet and E=1299781.72 feet which said rebar and grid coordinates is located N 61°34'25" E 788.82 feet along the ground and 778.69 feet along the grid from NCGS Station "Foote" NAD 83 grid coordinates N=541682.94 feet and E=1299096.92 feet), thence running along said southeastern right of way of Industrial Drive N 48°48'52" E 679.00 feet to an iron pin set 1/2" rebar, thence N 48°42'52" E 231.00 feet to a new mag nail, located at the common corner of a 7.898 acre parcel, (which is a portion of Tract 1 as shown in Plat Book 19 at Page 193), thence leaving the southeastern right of way of Industrial Drive and running along the common line of said 7.898 acre parcel S 41°13'08" E 933.13 feet to an iron pin found 5/8" rebar (bent), located on the common line of N/F Cyprus Foote Mineral, thence turning and running along the common line of N/F Cyprus Foote Mineral S 49°23'21" W 910.18 feet to an iron pin set 1/2" rebar, located at the common corner of N/F Kings Mountain Associates LLC, thence turning and running along the common line of N/F Kings Mountain Associates LLC, and also N/F Kings Mountain Holding Company, LLC, N 41°12'39" W 923.60 feet to an iron pin set 1/2" rebar, the point of Beginning.

19.392 acres

BEING designated as Parcel No. 55053, Tax Map NO. 4-79-1-38

Tract 2:

TOGETHER WITH: All rights, benefits and easement for Detention Pond Easement as established in that certain Detention Pond Easement Agreement dated November 30, 2004 and recorded December 7, 2004 in Book 1434 Page 1546 in the Cleveland County North Carolina Register's Office.

Address: 293 Industrial Drive, Kings Mountain, NC 28086
County: Cleveland County
APN/Tax ID: 55053

[115 Business Park]

ALL THAT CERTAIN PARCEL OF LAND SITUATED IN FORSYTH COUNTY, NORTH CAROLINA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING KNOWN AND DESIGNATED AS LOT 1, UNION CROSS BUSINESS PARK ON THAT CERTAIN PLAT ENTITLED "UNION CROSS BUSINESS PARK NEW TAX BLOCK 6353, LOT 1", WHICH PLAT IS RECORDED IN PLAT BOOK 48, PAGE 73 IN THE OFFICE OF THE REGISTER OF DEEDS OF FORSYTH COUNTY, NORTH CAROLINA ("LOT 1") CONTAINING 12.681 ACRES, ACCORDING TO A MORE RECENT PLAT ENTITLED "ALTA/ACSM LAND TITLE SURVEY FOR CBRE PROJECT", DATED JULY 13, 2007, PREPARED BY BARRETT SURVEYING GROUP, LLC (R. SCOTT BARRETT, PLS, NC REGISTRATION NO. L-4513) AND ACCORDING TO SAID PLAT HAVING THE FOLLOWING METES AND BOUNDS TO WIT:

BEGINNING AT AN EXISTING IRON PIN 5/8" REBAR, (LABELED AS P.O.B.) LOCATED ON THE WESTERN RIGHT-OF-WAY OF WALLBURG ROAD (S.R. 2692) AND THE COMMON CORNER OF LANDS OWNED NOW OR FORMERLY BY FORSYTH COUNTY (DB 1125-1705); THENCE RUNNING ALONG THE WESTERN RIGHT-OF-WAY OF WALLBURG ROAD (S.R. 2692) ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 850.00 FEET, AN ARC LENGTH OF 200.13 FEET A CHORD BEARING AND DISTANCE OF SOUTH 27°35'32" WEST 199.67 FEET TO AN EXISTING IRON PIN 5/8" REBAR; THENCE SOUTH 20°48'45" WEST 471.86 FEET TO AN EXISTING IRON PIN 3/4" OPEN TOP; THENCE SOUTH 65°43'12" WEST 35.48 FEET TO AN EXISTING IRON PIN 1" OPEN TOP; THENCE RUNNING ALONG THE NORTHERN RIGHT-OF-WAY LINE OF BUSINESS PARK DRIVE NORTH 65°43'18" WEST 65.26 FEET TO AN "X" IN CONCRETE SET; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 530.00 FEET, AN ARC LENGTH OF 319.37 FEET A CHORD BEARING AND DISTANCE OF NORTH 86°34'40" WEST 314.56 FEET TO AN EXISTING IRON PIN 3/4" OPEN TOP; THENCE SOUTH 76°09'21" WEST 140.76 FEET TO AN EXISTING IRON PIN 3/4" OPEN TOP; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 970.00 FEET, AN ARC LENGTH OF 219.82 FEET A CHORD BEARING AND DISTANCE OF SOUTH 82°39'49" WEST 219.35 FEET TO AN "X" SET IN CONCRETE; THENCE RUNNING ALONG THE COMMON PROPERTY LINE OF LANDS OWNED NOW OR FORMERLY BY HIGHWOODS REALTY LTD PARTNERSHIP (DB 2090-3835) AND NOW OR FORMERLY BY D & D STEEL LLC (DB 2258-447) NORTH 03°02'33" EAST 704.64 FEET TO AN EXISTING IRON PIN 5/8" REBAR; THENCE RUNNING ALONG THE COMMON PROPERTY LINE OF LANDS OWNED NOW OR FORMERLY BY FORSYTH COUNTY (DB 1125-1705) SOUTH 87°01'28" EAST 985.68 FEET TO THE POINT OF BEGINNING.

ALSO DESCRIBED AS FOLLOWS:

BEING KNOWN AND DESIGNATED AS LOT 1, UNION CROSS BUSINESS PARK ON THAT CERTAIN PLAT ENTITLED "UNION CROSS BUSINESS PARK NEW TAX BLOCK

6353, LOT 1", WHICH PLAT IS RECORDED IN PLAT BOOK 48, PAGE 73 IN THE OFFICE OF THE REGISTER OF DEEDS OF FORSYTH COUNTY, NORTH CAROLINA.

ALSO DESCRIBED BY SURVEYOR AS:

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF FORSYTH, STATE OF NORTH CAROLINA, AND IS DESCRIBED AS FOLLOWS:

BEING KNOWN AND DESIGNATED AS LOT 1, UNION CROSS BUSINESS PARK ON THAT CERTAIN PLAT ENTITLED "UNION CROSS BUSINESS PARK NEW TAX BLOCK 6353, LOT 1", WHICH PLAT IS RECORDED IN PLAT BOOK 48, PAGE 73 IN THE OFFICE OF THE REGISTER OF DEEDS OF FORSYTH COUNTY, NORTH CAROLINA ("LOT 1") CONTAINING 12.681 ACRES, ACCORDING TO A MORE RECENT PLAT ENTITLED "ALTA/ACSM LAND TITLE SURVEY FOR CBRE PROJECT", DATED JULY 13, 2007, PREPARED BY BARRETT SURVEYING GROUP, LLC (R. SCOTT BARRETT, PLS, NC REGISTRATION NO. L-4513) AND ACCORDING TO SAID PLAT HAVING THE FOLLOWING METES AND BOUNDS TO WIT:

BEGINNING AT AN EXISTING IRON PIN 5/8" REBAR, LOCATED ON THE WESTERN RIGHT-OF-WAY OF WALLBURG ROAD (S.R. 2692) AND THE COMMON CORNER OF LANDS OWNED NOW OR FORMERLY BY FORSYTH COUNTY (DB 1125-1705); THENCE RUNNING ALONG THE WESTERN RIGHT-OF-WAY OF WALLBURG ROAD (S.R. 2692) ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 850.00 FEET, AN ARC LENGTH OF 200.13 FEET A CHORD BEARING AND DISTANCE OF SOUTH 27°35'32" WEST 199.67 FEET TO AN EXISTING IRON PIN 5/8" REBAR; THENCE SOUTH 20°47'47" WEST 471.91 FEET TO AN EXISTING IRON PIN 3/4" OPEN TOP; THENCE SOUTH 65°41'52" WEST 35.42 FEET TO AN EXISTING IRON PIN 1" OPEN TOP; THENCE RUNNING ALONG THE NORTHERN RIGHT-OF-WAY LINE OF BUSINESS PARK DRIVE NORTH 69°17'44" WEST 65.44 FEET TO AN EXISTING "X" IN CONCRETE; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 530.00 FEET, AN ARC LENGTH OF 319.37 FEET A CHORD BEARING AND DISTANCE OF NORTH 86°34'40" WEST 314.56 FEET TO AN EXISTING IRON PIN 3/4" OPEN TOP; THENCE SOUTH 76°09'21" WEST 140.76 FEET TO AN EXISTING IRON PIN 3/4" OPEN TOP; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 970.00 FEET, AN ARC LENGTH OF 219.82 FEET A CHORD BEARING AND DISTANCE OF SOUTH 82°39'49" WEST 219.35 FEET TO AN EXISTING "X" IN CONCRETE; THENCE RUNNING ALONG THE COMMON PROPERTY LINE OF LANDS OWNED NOW OR FORMERLY BY HIGHWOODS REALTY LTD PARTNERSHIP (DB 2090-3835) AND NOW OR FORMERLY BY D & D STEEL LLC (DB 2258-447) NORTH 03°02'33" EAST 704.64 FEET TO AN EXISTING IRON PIN 5/8" REBAR; THENCE RUNNING ALONG THE COMMON PROPERTY LINE OF LANDS OWNED NOW OR FORMERLY BY FORSYTH COUNTY (DB 1125-1705) SOUTH 87°01'28" EAST 985.68 FEET TO THE POINT OF BEGINNING.

TAX MAP NO. 6353 001

ALSO DESCRIBED AS FOLLOWS:

BEING KNOWN AND DESIGNATED AS LOT 1, UNION CROSS BUSINESS PARK ON THAT CERTAIN PLAT ENTITLED "UNION CROSS BUSINESS PARK NEW TAX BLOCK 6353, LOT 1", WHICH PLAT IS RECORDED IN PLAT BOOK 48, PAGE 73 IN THE OFFICE OF THE REGISTER OF DEEDS OF FORSYTH COUNTY, NORTH CAROLINA.

Address: 115 Business Park Drive, Winston Salem, NC 27107
County: Forsyth County
APN/Tax ID: 6863-46-0228.000

[10000 Twin Lakes]

TRACT I:

Being all of Lot 30 of Twin Lakes Business Park, Phase I as same is shown on map thereof recorded in Map Book 24, Page 498, Mecklenburg County Registry.

TRACT II:

Water Line Easement from Twin Lakes Limited Partnership to Charlotte Telephone Associates Limited Partnership, recorded in Book 6759, Page 738, Mecklenburg County Public Registry.

Address: 10000 Twin Lakes Parkway, Charlotte, NC 28269
County: Mecklenburg County
APN/Tax ID: 02503129

[335-365 E. Springdale]

All those certain lots or parcels of land situate in the County of York, State of South Carolina, and being more particularly described as follows:

TRACT ONE (Fee Simple): ALL THAT CERTAIN piece, parcel or tract of land, situate, lying and being in the County of York, State of South Carolina, lying on the northerly right-of-way of Anderson Road (US Hwy 21/S.C. 5 - Variable Width Public R/W) described as Tract 1, containing 10.45 acres, more or less, according to a plat of survey entitled "Revised Bonded Final Plat For Scannell Properties of Legacy Park West" prepared by Keck & Wood, Inc. dated May 3, 2016 and last revised May 23, 2016, and recorded in the Office of the Register of Deeds for York County, South Carolina on May 24, 2016 in Plat Book E-396 at Page 2. Reference is hereby made to said plat for a metes and bounds description thereof.

TMS# 669-04-01-111

TRACT TWO (Fee Simple): ALSO: ALL THAT CERTAIN piece, parcel or tract of land, situate, lying and being in the County of York, State of South Carolina lying on the westerly right-of-way of E. Springdale Road (S-46-50) (Variable Width Public R/W) described as Tract 2, containing 30.34 acres, more or less, according to a plat of survey entitled "Revised Subdivision/Recombination Plat for Scannell Properties of Legacy Park West", prepared by Keck & Wood, Inc., dated August 23, 2017 and recorded in the Office of the Register of Deeds for York County, South Carolina on August 29, 2017 in Plat Book 155 at Pages 273 and 274. Reference is hereby made to said plat for a metes and bounds description thereof.

TMS# 669-04-01-017

TRACT THREE (Easement): TOGETHER WITH the non-exclusive easements beneficial to the above Tract One and Tract Two as created, limited and defined in that certain Reciprocal Storm Water Drainage Easement Agreement by and between Hackett Limited Partnership, a Delaware limited partnership, and Rock Hill Economic Development Corporation, a South Carolina non-profit corporation, and recorded on July 21, 2016, in Book 15807 at Page 190, and amended by First Amendment to Reciprocal Storm Water Drainage Easement Agreement by and among Hackett Limited Partnership, a Delaware limited partnership, SP Rock Hill Legacy I, LLC, an Indiana limited liability company, SP Rock Hill Commerce West, LLC, an Indiana limited liability company, and Legacy Park West Owners Association, Inc., a South Carolina nonprofit corporation, dated August 29, 2017 and recorded on September 1, 2017 in Book 16568 at Page 407, all of which are recorded in the Office of the Register of Deeds for York County, South Carolina.

TRACT FOUR (Easement): TOGETHER WITH the non-exclusive easements beneficial to the above Tract One and Tract Two as created, limited and defined in that Certain Declaration of Common Maintenance and Cross-Easements Agreement for Legacy Park West by and among SP Rock Hill Legacy I, LLC, an Indiana limited liability company, SP

Rock Hill Commerce West, LLC, an Indiana limited liability company, and Legacy Park West Owners Association, Inc., a South Carolina non-profit corporation, dated August 29, 2017, and recorded on September 1, 2017 in Book 16568 at Page 419, and re-recorded on September 7, 2017 in Book 16579 at Page 52, all of which are recorded in the Office of the Register of Deeds for York County, South Carolina.

Being the same property conveyed to ES 335-365 E. SPRINGDALE, LLC, a Delaware limited liability company by virtue of Deed from GCP-LEGACY PARK WEST, LLC, a Delaware limited liability company, dated December 29, 2020, and recorded on November 5, 2020, in Book 18727, Page 401, York County, South Carolina Records.

Address: 335 & 365 E. Springdale Road, Rock Hill, SC 29730
County: York County
APN/Tax ID: 669-04-01-111
669-04-01-017

[294 John Martin]**Tract 1:**

All that certain piece, parcel, or tract of land lying and being situate on the North side of Interstate 85, in the County of Spartanburg and State of South Carolina, being an 8.23 acre tract, more or less, as shown on that certain plat entitled "ALTA/ACSM Land Title Survey for RT Fairforest Building 7, LLC" dated July 2, 2007, prepared by Tru-Line Surveying Company, Inc., with the following metes and bounds to wit:

Beginning at a 5/8" rebar iron pin on the southern 60' right of way of Meridian Court (private) thence along Meridian Court S66-47-27E for 80.77 feet to a nail & cap in the center of a 30' Access Easement and at the corner of property belonging to By-Pass 85 Associates, LLC, now or formerly. Thence turning and leaving said right of way of Meridian Court and running along the property of said By-Pass 85 Associates, LLC the following 5 calls: S10-43-50W for 107.81 feet to a nail & cap; S15-31-00E for 30.58 feet to a nail & cap; S45-50-55E for 222.71 feet to a nail & cap; S17-45-12E for 48.98 feet to a 5/8" rebar iron pin; S45-42-18E for 211.78 feet to a 5/8" rebar iron pin on the northern right of way of Interstate 85. Thence turning and running along the northern right of way of Interstate 85 S44-22-23W for 581.33 feet to a 5/8" rebar iron pin at the joint corner of other property belonging to By-Pass 85 Associates, LLC. Thence turning and leaving said right of way of Interstate 85 and running along three properties of By-Pass 85 Associates, LLC the following 8 calls: N45-46-12W for 307.67 feet to a 5/8" rebar iron pin; S43-57-12W for 240.26 feet to a 5/8" rebar iron pin; N46-02-48W for 67.26 feet to a 5/8" rebar iron pin; N44-19-28E for 11.23 feet to a 5/8" rebar iron pin; N23-13-52E for 419.22 feet to a 5/8" rebar iron pin; N67-09-58E for 67.40 feet to a 5/8" rebar iron pin; N22-17-03E for 226.67 feet to a 5/8" rebar iron pin; N31-36-13E for 252.37 feet to the point of beginning.

Tract 2:

Together with that easement granted under that certain Declaration of Access Easement recorded in Deed Book 84-K at Page 146 and more fully described on plat recorded in Plat Book 159, at Page 296, all in the Register of Deeds Office for Spartanburg County.

Tract 3:

Together with Rights of Way and Storm Water Drainage Easements by By-Pass 85 Associates, LLC per First Amendment and Restatement of Right of Way and Storm Water Drainage Easements by By-Pass 85 Associates, LLC, dated December 18, 2000, and recorded December 20, 2000 in Deed Book 73-D, Page 26; as amended by Second Amendment of Right of Way and Storm Water Drainage Easements by By-Pass 85 Associates, LLC, dated December 3, 2001, and recorded December 20, 2001 in Deed Book 74-Y, Page 592; as further amended by Third Amendment of Right of Way and Storm Water Drainage Easements to Terminate Certain Portions of Access Easement and Drainage Facility (Cul-De-Sac on Road B) by By-Pass 85 Associates, LLC, dated February 27, 2002, and recorded March 26, 2002 in Deed Book 75-M, Page 556, aforesaid records.

Being Designated as Tax Map No. 6-12-00-016.17.

Being the same property conveyed to ES 294 John Martin, LLC, a Delaware limited liability company by Title to Real Estate (Limited Warranty Deed) from GCP-294 John Martin, LLC, a Delaware limited liability company, dated October 29, 2020, and recorded November 6, 2020 in Deed Book 129-X, Page 74, Spartanburg County, South Carolina Records.

Address: 294 John Martin Road, Spartanburg, SC 29303
County: Spartanburg County
APN/Tax ID: 6-12-00-016.17

[304 John Martin]**Tract 1:**

All that certain piece, parcel, or tract of land located in the State of South Carolina, County of Spartanburg, being shown as a 8.29 acre tract, more or less, on that certain plat entitled "ALTA/ACSM Land Title Survey for RT Fairforest Building 6, LLC" dated July 2, 2007, prepared by Tru-Line Surveying Company, Inc., with the following metes and bounds to wit:

Beginning at a nail & cap on the southern edge of Meridian Court (AKA ROAD "B") in the center of an entrance drive to site; thence along the Southern edge of said Meridian Court (AKA ROAD "B") S66-17-39E for 44.15 feet to a 5/8" rebar; thence on a curve to the left with a radius of 60.65 feet with a chord bearing and distance of N67-14-58E for 79.02 feet to a 5/8" rebar; thence N26-36-01E for 159.14 feet to a 5/8" rebar; thence N23-50-25E for 249.67 feet to a 5/8" rebar; thence leaving the edge of Meridian Court (AKA ROAD "B") and along the Property of By-Pass 85 Associates, now or formerly, S66-09-35E for 156.70 feet to a 5/8" rebar; thence S45-32-40E for 489.76 feet to a 5/8" rebar on the northern right of way of Interstate 85; thence turning and running along the northern right of way of Interstate 85 S44-28-56W for 325.92 feet to a concrete monument; thence S44-28-56W for 341.16 feet to a 5/8" rebar; thence turning and leaving the right of way of Interstate 85 and running along other property of By-Pass 85 Associates, LLC, now or formerly, N45-35-45W for 211.78 feet to a 5/8" rebar; thence N17-38-39W for 48.98 feet to a nail & cap; thence N45-44-22W for 222.71 feet to a nail & cap; thence N15-24-27W for 30.58 feet to a nail & cap; thence N10-50-23E for 121.20 feet to a nail & cap and the Point of Beginning.

Tract 2:

Together with that easement granted under that certain Declaration of Access Easement recorded in Deed Book 84-K at Page 146 and more fully described on plat recorded in Plat Book 159, Page 296, all in the Register of Deeds Office for Spartanburg County.

Tract 3:

Together with Rights of Way and Storm Water Drainage Easements by By-Pass 85 Associates, LLC, per First Amendment and Restatement of Right of Way and Storm Water Drainage Easements by By-Pass 85 Associates, LLC, dated December 18, 2000, and recorded December 20, 2000 in Deed Book 73-D, Page 26; as amended by Second Amendment of Right of Way and Storm Water Drainage Easements by By-Pass 85 Associates, LLC, dated December 3, 2001, and recorded December 20, 2001 in Book 74-Y, Page 592; as amended by Third Amendment of Right of Way and Storm Water Easements to Terminate Certain Portions of Access Easement and Drainage Facility by By-Pass 85 Associates, LLC, dated February 27, 2002, and recorded March 26, 2002 in Deed Book 75-M, Page 556.

Being Designated as Tax Map No. 6-12-00-016.16

Being the same property conveyed to ES 304 John Martin, LLC, a Delaware limited liability company by Title to Real Estate (Limited Warranty Deed) from GCP-304 John Martin, LLC, a Delaware limited liability company, dated October 29, 2020, and recorded November 5, 2020 in Deed Book 129-W, Page 953, Spartanburg County, South Carolina Records.

Address: 304 John Martin Road, Spartanburg, SC 29303
County: Spartanburg County
APN/Tax ID: 6-12-00-016.16

[310 John Martin]

All that certain lot or parcel of land situate in the County of Spartanburg, State of South Carolina, and being more particularly described as follows:

Tract 1:

All that certain lot, parcel or tract of land located in Spartanburg County, South Carolina, on the northeastern side of John Martin Road, being shown and designated as 7.87 acres, more or less, on ALTA/ACSM Land Title Survey prepared for By-Pass 85 Associates, LLC, by Precision Land Surveying, Inc., Richard Bruce Cook, II, PLS dated October 5, 2001, last revised December 6, 2001, and recorded in Plat Book 151 at Page 555 on December 20, 2001 and according to said survey having the following metes and bounds to wit:

Beginning at a 5/8" rebar iron pin set as shown on said survey being the point of beginning (P.O.B) and on the eastern right of way of John Martin Road said pin being N 24-02-06 E 2244.00 feet from the centerline intersection of North Blackstock Road and John Martin Road, thence running along John Martin Road N 30-00-29 E 55.26 feet to a 5/8" rebar iron pin set, thence turning and running along now or formerly By-Pass 85 and Associates LLC property the following sixteen (16) courses and distances: (1) N 30-00-29 E 52.91 feet to 5/8" rebar iron pin set thence (2) along a curve to the left having a radius of 480 feet, a length of 50.98 feet, a chord bearing and distance of N 26-57-55 E 50.96 feet to a 5/8" rebar iron pin set, thence (3) N 23-55-42 E 390.86 feet to a 5/8" rebar iron pin set, thence (4) N 72-19-49 E 15.04 feet to a 5/8" rebar iron pin set, thence (5) S 66-16-39 E 263.89 feet to a 5/8" rebar iron pin set, thence (6) S 07-14-28 E 143.46 feet to a 5/8" rebar iron pin set, thence (7) S 74-30-50 E 35.67 feet to a point in the center line of a creek, said creek being the property line, thence (8) S 26-57-47 E 187.97 feet to a point in the centerline of said creek, thence (9) S 38-15-33 E 92.25 feet to a point in the centerline of said creek, thence (10) S 31-23-42 E 95.39 feet to a point in the centerline of said creek, thence (11) S 38-31-05 E 67.69 feet to a point in the centerline of said creek, thence (12) leaving said creek and running S 23-44-30 W 292.20 feet to a 5/8" rebar iron pin set on the right of way of private road, Road "B"; thence (13) along said right of way along a curve to the left having a length of 127.43 feet, a radius of 60 feet, and a chord bearing and distance of S 69-50-22 W 104.79 feet to a 5/8" rebar iron pin set, thence (14) N 66-10-33 W 92.42 feet to a 5/8" rebar iron pin set, thence (15) N 23-55-27 E 174.04 feet to a 5/8" rebar iron pin set, thence (16) N 66-28-58 W 597.99 feet to the point of beginning and containing 342,864 square feet or 7.87 acres, more or less.

Tract 2:

All that certain piece, parcel, or tract of land being approximately 2.91 ac. or 126,919 square feet fronting on southern side of John Martin Road, County of Spartanburg, State of South Carolina. Being known and designated as Map 6-12-00- 016.15. Being a portion of that property conveyed to By-Pass Associates, LLC by deed recorded in Book 64-H, at Page 868, Spartanburg County Registry and being more fully shown and designated on a plat entitled, "ALTA/ACSM Land Title

Survey for Fairforest Residual 2 - CBRE Operating Partnership L.P. - Lawyers Title Insurance Corporation", by Precision Land Surveying Inc., dated 10/30/07 and having according to said plat, the following metes and bounds to wit:

Beginning at a 5/8" rebar iron pin on the southern right of way of John Martin Road, said iron pin being N 23-36-16 E 2016.32 feet from the southeast intersection of right of way of John Martin Road and North Blackstock Road. Thence running along the southern right of way of John Martin Road N 24-17-55 E 193.69 feet to a 5/8" rebar iron pin, thence continuing along said right of way N 29-35-26 E 11.30 feet to a 5/8" rebar iron pin, thence turning and leaving said right of way and running along now or formerly By-Pass 85 Associates LLC property the following five (5) courses and distances; (1) S 66-28-58 E 597.99 feet to a drill hole in concrete, (2) S 23-56-19 W 174.04 feet to a 5/8" rebar iron pin, thence (3) S 66-09-41 E 92.42 feet to a 5/8" rebar iron pin on the right of way of Road "B" (private road), thence (4) along said right of way along a curve to the left having a length of 40.00 feet, a radius of 67.11 feet, and a chord bearing and distance of S 09-12-39 E 39.41 feet to a 5/8" rebar iron pin, thence turning and leaving said right of way and running (5) N 66-15-29 W 714.28 feet to the Point of Beginning.

TRACTS 1 AND 2 ALSO BEING DESCRIBED AS:

That certain real property depicted on plat of 10.79 ACRES OF LAND recorded on September 25, 2012 in Book 167, Page 25, in the Office of Register of Deeds, Spartanburg, South Carolina.

Tract 3:

Together with those easements set forth in that certain First Amendment and Restatement of Right of Way and Storm Water Drainage Easements dated December 18, 2000, recorded in Book 73-D, Page 26, as amended by Second Amendment of Right of Way and Storm Water Drainage Easements by By-Pass 85 Associates, LLC, dated December 3, 2001, and recorded December 20, 2001 in Deed Book 74-Y, Page 592; as amended by Third Amendment of Right of Way and Storm Water Drainage Easements to Terminate Certain Portions of Access Easement and Drainage Facility (Cul-desac on Road B) by By-Pass 85 Associates, LLC, dated February 27, 2002, and recorded March 26, 2002 in Deed Book 75-M, Page 556.

Tax Map Number: 6-12-00-016.11

This being the properties conveyed ES 310 John Martin, LLC, a Delaware limited liability company by Title to Real Estate (Limited Warranty Deed) from GACP-310 John Martin, LLC, a Delaware limited liability company, dated October 29, 2020, and recorded November 5, 2020, in Deed Book 129-W, Page 921, Spartanburg County, South Carolina Records.

Address: 310 John Martin Road, Spartanburg, SC 29303
County: Spartanburg County
APN/Tax ID: 6-12-00-016.11

[320 John Martin]

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF SPARTANBURG, STATE OF SOUTH CAROLINA AND IS DESCRIBED AS FOLLOWS:

Tract 1:

All that certain piece, parcel, or tract of land lying on the Eastern side of John Martin Road, Spartanburg County, South Carolina and being more fully shown and designated on plat entitled As-Built Survey for By-Pass Associates, LLC by Precision Land Surveying, Inc., dated 11/16/00 last revised December 19, 2000 and recorded in Plat Book 149 Page 351 in the Spartanburg County Register of Deeds Office and having according to said plat the following metes and bounds to wit:

Beginning at a 5/8" rebar iron pin on the Eastern side of John Martin Road, said rebar being N23-53-21E 1507.7 feet from the Northeastern intersection of John Martin Road and North Blackstock Road, thence running along John Martin Road N24-14-14E 531.41 feet to a 5/8" rebar iron pin, thence turning and running through now or formerly By-Pass 85 Associates Property the following seven (7) courses and distances: (1) S66-15-29E 714.28 feet to a 5/8" rebar iron pin, thence (2) around an arc to the right having a length of 20.26 feet, a radius of 30.00 feet, and chord bearing and distance of S04-23-47W 19.88 feet to a 5/8" rebar iron pin, thence (3) S23-44-31W 386.75 feet to a 5/8" rebar iron pin, thence (4) S27-40-06W 124.98 feet to a 5/8" rebar iron pin, thence (5) S70-27-15W 44.03 feet to a 1/2" rebar iron pin, thence (6) N66-45-36W 653.10 feet to a 5/8" rebar iron pin, thence (7) N18-43-31W 47.07 feet to a 5/8" rebar iron pin and the point of beginning and containing 405,499 square feet or 9.31 acres more or less. Being designated as Tax Map No. 6-12-00-16.12.

Tract 2:

Together with a non-exclusive right of way and easement for ingress, egress, regress and access over and across the property shown as Road B, established under that certain First Amendment and Restatement of Right of Way and Storm Water Drainage Easements dated December 18, 2000 recorded December 20, 2000 in the Spartanburg County Register of Deeds Office in Deed Book 73-D Page 26, as amended from time to time.

Tract 3:

Also together with a non-exclusive easement for storm water drainage as Established in that certain Right of Way and Storm Water Drainage easements dated June 25, 1999 by the declarant By-Pass 85 Associates, LLC and recorded June 25, 1999 in the Spartanburg County Register of Deeds Office in that certain First Amendment and Restatement of Right of Way and Storm Water Drainage Easements dated December 18, 2000 recorded December 20, 2000 in the Spartanburg County register of deeds in Deed Book 73-D Page 26, as amended from time to time.

BEING designated as Tax Parcel No. 6-12-00-016.12.

Address: 320 John Martin Road, Spartanburg, SC 29303
County: Spartanburg County
APN/Tax ID: 6-12-00-016.12

[404 Centura]

Tract 1:

ALL THAT CERTAIN PIECE, PARCEL, OR TRACT OF LAND LYING ON THE EASTERN SIDE OF JOHN MARTIN ROAD, SPARTANBURG COUNTY, SOUTH CAROLINA AND BEING MORE FULLY SHOWN AND DESIGNATED ON PLAT ENTITLED AS-BUILT SURVEY FOR BY-PASS 85 ASSOCIATES, LLC BY PRECISION LAND SURVEYING INC., DATED 11/28/00, LAST REVISED 12/19/00 AND RECORDED IN PLAT BOOK 149 PAGE 350 IN THE SPARTANBURG COUNTY REGISTER OF DEEDS OFFICE AND HAVING ACCORDING TO SAID PLAT THE FOLLOWING METES AND BOUNDS TO WIT:

BEGINNING AT AN IPS LOCATED AT THE SOUTHWEST PROPERTY CORNER OF THE NOW OR FORMERLY ROY D. DOTSON LOT (D.B. 41 S-341, P.B. 53-662) IN THE NORTHERLY RIGHT OF WAY OF NORTH BLACKSTOCK ROAD AS SHOWN ON THE AFOREMENTIONED SURVEY AND THE POINT OF BEGINNING (THE P.O.B.); THENCE ALONG SAID RIGHT OF WAY NORTH 58-50-07 WEST FOR 492.73 FEET TO A IPF #4 RB (BENT); THENCE NORTH 17-48-32 WEST FOR 37.72 FEET TO AN IPS #5 RB ON THE NEW EASTERLY RIGHT OF WAY OF JOHN MARTIN ROAD; THENCE WITH SAID NEW RIGHT OF WAY NORTH 23-13-03 EAST FOR 304.91 FEET TO AN IPS #5 RB; THENCE LEAVING SAID RIGHT OF WAY NORTH 68-13-03 EAST FOR 35.36 FEET TO AN IPF #5 RB ON THE SOUTHERLY RIGHT OF WAY OF CENTURA COURT; THENCE WITH SAID RIGHT OF WAY SOUTH 66-49-20 EAST FOR 328.43 FEET TO AN IPS #5 RB; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 35 FEET, LENGTH OF 28.61 FEET, CHORD OF SOUTH 43-18-25 EAST FOR 27.82 FEET TO AN IPF #5 RB; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 60 FEET, LENGTH OF 97.44 FEET, CHORD OF SOUTH 66-24-56 EAST FOR 87.08 FEET TO AN IPF#5 RB LEAVING SAID RIGHT OF WAY; THENCE SOUTH 18-00-16 WEST FOR 127.16 FEET TO AN IPF #5 RB; THENCE SOUTH 13-16-14 EAST FOR 109.67 FEET TO A 1/2" BOLT (FOUND) LOCATED AT THE NORTHWEST CORNER OF ROY D. DOTSON LOT; THENCE ALONG THE WESTERLY LINE OF SAID LOT SOUTH 31-44-53 WEST FOR 202.52 FEET TO AN IPS #5 RB; BEING THE POINT OF BEGINNING. SAID LOT CONTAINS 194,638 SQUARE FEET AND 4.47 ACRES MORE OR LESS.

Tract 2:

Together with a non-exclusive right of way and easement for ingress, egress, regress and access over and across the property shown as Centura Court established under that certain First Amendment and Restatement of Right of Way and Storm Water Drainage Easements dated December 18, 2000 recorded December 20, 2000 in the Spartanburg County Register of Deeds Office in Deed Book 73-D Page 26, as amended by Second Amendment of Right of Way and Storm Water Drainage Easements by By-Pass 85 Associates, LLC, dated December 3, 2001, and recorded December 20, 2001 in Book 74-Y, Page 592; as amended by Third Amendment of Right of Way and Storm Water Easements to Terminate Certain Portions of Access Easement and

Drainage Facility by By-Pass 85 Associates, LLC, dated February 27, 2002, and recorded March 26, 2002 in Deed Book 75-M, Page 556.

Tract 3:

Together with a non-exclusive easement for storm water drainage as Established in that certain Right of Way and Storm Water Drainage easements dated June 25, 1999 by the declarant By-Pass 85 Associates, LLC and recorded June 25, 1999 in the Spartanburg County Register of Deeds Office in that certain First Amendment and Restatement of Right of Way and Storm Water Drainage Easements dated December 18, 2000 recorded December 20, 2000 in the Spartanburg County register of deeds in Deed Book 73-D Page 26, as amended by Second Amendment of Right of Way and Storm Water Drainage Easements by By-Pass 85 Associates, LLC, dated December 3, 2001, and recorded December 20, 2001 in Book 74-Y, Page 592; as amended by Third Amendment of Right of Way and Storm Water Easements to Terminate Certain Portions of Access Easement and Drainage Facility by By-Pass 85 Associates, LLC, dated February 27, 2002, and recorded March 26, 2002 in Deed Book 75-M, Page 556.

Being the same property conveyed to ES 404 Centura, LLC, a Delaware limited liability company by Title to Real Estate (Limited Warranty Deed) from GCP-404 Centura, LLC, a Delaware limited liability company, dated October 29, 2020, and recorded November 6, 2020 in Deed Book 129-X, Page 126, Spartanburg County, South Carolina Records.

Tax Parcel No.: 6-12-00-016.09

Address: 404 Centura Court, Spartanburg, SC 29303
County: Spartanburg County
APN/Tax ID: 6-12-00-016.09 – assessed to ES REIT I LLC

[525 Dunnett]**Tract 1:**

All that certain piece, parcel or tract of land, lying and being situate on the North side of Interstate 85, in the County of Spartanburg and State of South Carolina, being a 37.10 acre tract as shown on a plat by Tru-Line Surveying Company, dated July 2, 2007, entitled "ALTA/ACSM Land Title Survey for RT Fairforest Building 5, LLC" with the following metes and bounds to wit:

Beginning at a 1/2" rebar iron pin on the right-of-way of Interstate 85, at the joint corner of said 37.10 acre tract and Lot 33 of Woodfield Heights Subdivision, Section II. Thence running along the Northern right of way of Interstate 85, S 44-27-27 W, for 1554.10 feet to a point in the center of a creek passing over a concrete monument at 1264.56 feet. Thence leaving the right of way of Interstate 85, and running along the creek N 56-48-27 W for 246.61 feet to a point, N 33-54-18 W for 426.33 feet to a point, N 33-11-59 W for 333.60 feet to a point, N 40-46-13 W for 233.82 feet to a point, N 05-11-36 E for 251.88 feet to a point, N 03-20-43 W for 435.03 feet to a point on the line of Lot 44, Woodfield Heights Subdivision, Section II. Thence turning and running along said Woodfield Heights S 74-34-00 E for 1174.02 feet to a 3/4" open top iron pin, thence continuing along with Woodfield Heights S 74-14-29 E for 767.77 feet to the point of beginning.

Being the same property conveyed to ES 525 Dunnett, LLC, a Delaware limited liability company by Title to Real Estate (Limited Warranty Deed) from GCP-525 Dunnett, LLC, a Delaware limited liability company, dated October 29, 2020, and recorded November 6, 2020 in Deed Book 129-X, Page 455, Spartanburg County, South Carolina Records.

Being designated as Tax Map No. 6-12-00-016.18

Tract 2:

TOGETHER WITH easement rights set forth in Second Amended and Restated Declaration of Access Easement dated July 31, 2006 and recorded August 1, 2006 in Deed Book 86-J, at Page 194 in the Register of Deeds Office for Spartanburg County.

Address: 525 Dunnett Court, Spartanburg, SC 29303
County: Spartanburg County
APN/Tax ID: 6-12-00-016.18

EXHIBIT C**SCHEDULE OF PROPERTY VALUES (NON-FLORIDA REAL ESTATE)**

Property Address	Location (City & State)	Appraised Value	%
6047 & 6049 Fulton Industrial Boulevard	Atlanta, GA	\$40,200,000	3.92%
5065-5075 Buford Hwy	Peachtree Corners, GA	\$35,300,000	3.44%
2225 Cedars Road	Lawrenceville, GA	\$31,800,000	3.10%
4300 Westpark Dr.	Atlanta, GA	\$22,700,000	2.21%
1040 Southern Road	Morrow, GA	\$21,300,000	2.08%
2200 Cedars Road	Lawrenceville, GA	\$24,500,000	2.39%
7900 Troon Circle	Austell, GA	\$20,400,000	1.99%
3400 US Highway 31	Calera, AL, GA	\$43,000,000	4.19%
6600 Jefferson Metro Parkway	McCalla, AL	\$29,800,000	2.90%
6761-6775 Jefferson Metropolitan Parkway	Mccalla, AL	\$23,500,000	2.29%
6801-6831 Jefferson Metropolitan Parkway	McCalla, AL	\$20,200,000	1.97%
2500 13th Street Ensley	Birmingham, AL	\$10,600,000	1.03%
255 Short Pike Rd.	Huntsville, AL	\$19,000,000	1.85%
3610 U.S. Highway 31 South	Calera, AL	\$18,700,000	1.82%
2545 US Highway 78	Moody, AL	\$18,000,000	1.75%
240-260 Lyon Lane	Birmingham, AL	\$17,100,000	1.67%
2700 13th Street Ensley	Birmingham, AL	\$5,700,000	0.56%
1200 Roberts Industrial Drive	Birmingham, AL	\$6,300,000	0.61%
432-434 Industrial Lane	Birmingham, AL	\$4,300,000	0.42%
365 & 335 East Springdale Road	Rock Hill, SC	\$72,500,000	7.06%
120 Woodlake Parkway	Kings Mountain, NC	\$57,500,000	5.60%
10000 Twin Lakes Parkway	Charlotte, NC	\$40,500,000	3.95%
293 Industrial Dr.	Kings Mountain, NC	\$36,200,000	3.53%
133 Industrial Drive	Kings Mountain, NC	\$12,300,000	1.20%
75 Odell School Rd	Concord, NC	\$11,400,000	1.11%
115 Business Park Drive	Winston-Salem, NC	\$9,300,000	0.91%
525 Dunnett Court	Spartanburg, SC	\$30,100,000	2.93%
310 John Martin Road	Spartanburg, SC	\$19,300,000	1.88%
320 John Martin Road	Spartanburg, SC	\$18,500,000	1.80%

294 John Martin Road	Spartanburg, SC	\$11,700,000	1.14%
304 John Martin Road	Spartanburg, SC	\$11,200,000	1.09%
404 Centura Court	Spartanburg, SC	\$5,100,000	0.50%
150 Portside Court	Savannah, GA	\$70,700,000	6.89%
TOTALS		\$818,700,000	79.78%

SCHEDULE OF PROPERTY VALUES (FLORIDA REAL ESTATE)

Property Address	Location (City & State)	Appraised Value	%
11530 New Berlin Road	Jacksonville, FL	\$92,600,000	9.02%
7970-7980 Bayberry Road	Jacksonville, FL	\$14,100,000	1.37%
19925 Independence Boulevard	Groveland, FL	\$63,200,000	6.16%
3001 Gateway Centre Parkway	Pinellas, FL	\$21,600,000	2.10%
3850 Old Tampa Highway	Lakeland, FL	\$16,000,000	1.56%
TOTALS		\$207,500,000	20.22%

NAI-5000951788v4

MORTGAGE RECORDATION TAX ORDER

STATE OF ALABAMA	*	A proceeding authorized by
	*	§40-22-2(8),
COUNTY OF MONTGOMERY	*	<u>Code of Alabama 1975</u>

BEFORE THE ALABAMA DEPARTMENT OF REVENUE:

The Petitioner, **RBC REAL ESTATE CAPITAL CORP.**, a Delaware corporation (“Petitioner”), has asked the Department of Revenue to fix and determine the amount of mortgage recording privilege tax due, pursuant to §40-22-2(8), Code of Alabama 1975, upon recordation of that certain Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing (as to the Florida Real Estate, the South Carolina Real Estate and the Alabama Real Estate) (the “Mortgage”) from the entities set forth on Schedule 1 attached to the Mortgage (collectively, the “Borrowers”) to Petitioner, in its capacity as Administrative Agent for the Lenders and the Specified Derivatives Providers (as such terms are defined in the Mortgage), which Mortgage will encumber properties located in Jefferson, Madison, Saint Clair and Shelby Counties, Alabama (the “Alabama Counties”). The Mortgage will also encumber property located outside the State of Alabama (such properties, together with the property located in the Alabama Counties that are described in the Mortgage, collectively, the “Property”).

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

1. That the total amount of principal indebtedness to be incurred by the Borrowers and secured by the Mortgage is \$655,000,000.00 (“**Secured Principal Indebtedness**”).
2. That the total value of all Property, both within and without the State of Alabama, to be given to secure the Secured Principal Indebtedness is \$665,000.000.00.

3. That the total value of all Property located within the State of Alabama and to be encumbered by the Mortgage is \$136,794,000.00 or 20.88% of the total value of the entire Property.

4. That the amount of the Secured Principal Indebtedness which is allocable to Alabama and upon which mortgage recording tax is due upon recordation of the Mortgage in the Alabama County is \$136,794,000.00.

5. That the amount of mortgage recording privilege tax to be paid on the Secured Principal Indebtedness allocable to the State of Alabama at the rate of \$.15 for each \$100.00, or fraction thereof, secured thereby, is \$205,191.00.

6. That the relative property values lying within the State of Alabama are as follows:

<u>County</u>	<u>Value</u>	<u>Percentage</u>
Jefferson County	\$72,488,000.00	53%
Madison County	\$12,259,000.00	8.96%
Saint Clair County	11,194,000.00	8.18%
Shelby County	\$40,853,000.00	29.86%
Total:	\$136,794,000.00	100%
	* * *	

* **IT IS ORDERED, THEREFORE**, that the Probate Judge of Jefferson County, Alabama, the county wherein the Mortgage is first recorded, shall collect mortgage recording tax in the amount of \$205,191.00, and pursuant to §40-22-2(7), Code of Alabama (1975), as amended, after deducting such Probate Judge's five percent (5%) commission, shall make distribution of such mortgage recording tax to the State of Alabama and to the other counties named herein in the percentages set out in Paragraph 6. The Probate Judge of Jefferson County is also entitled to collect any applicable recording fees. Upon payment of the mortgage recording tax and upon the filing of the Mortgage in Jefferson County, the Mortgage (or identical counterparts thereof) shall be accepted for recordation in the other Alabama Counties pursuant to §40-22-2(5), Code of Alabama (1975), as amended, without the payment of any further mortgage recording tax. The Probate Judges of such counties are entitled, however, to collect applicable recording fees.

DONE this 29th day of May, 2025.

ALABAMA DEPARTMENT OF REVENUE

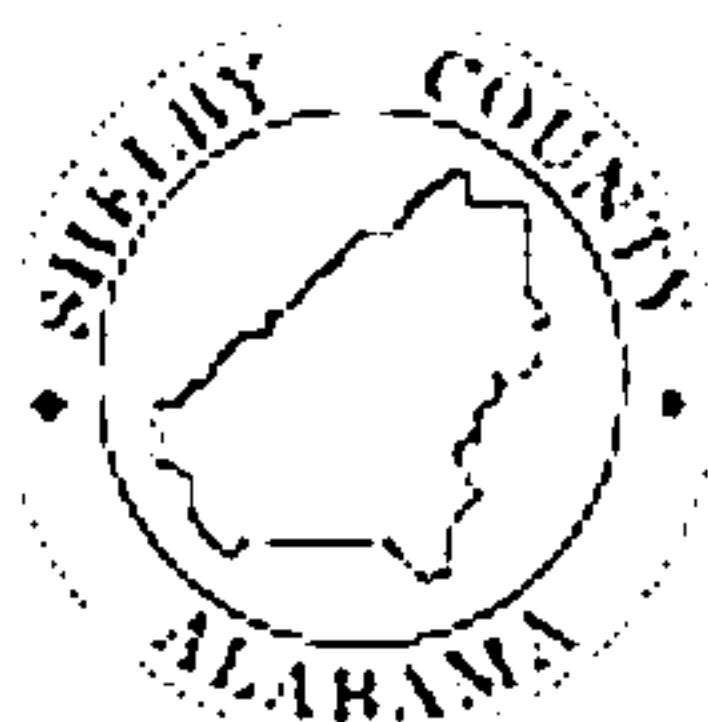
BY: Derrick Coleman
Deputy Commissioner of Revenue

LEGAL DIVISION:

BY: Cameron Clark
Secretary

BY: Warren Young
Warren W. Young

*Mortgage tax paid in Jefferson County, in Instrument # 2025052870 on 6/9/2025



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
06/09/2025 02:01:46 PM
\$366.00 JOANN
20250609000176440

Allen S. Bayl