20250805000238460
08/05/2025 10:10:22 AM
MORT 1/20

THIS IS A FUTURE ADVANCE MORTGAGE.

THIS MORTGAGE IS BEING FILED AS AND SHALL CONSTITUTE A MORTGAGE AND A FINANCING STATEMENT FILED AS A FIXTURE FILING IN ACCORDANCE WITH THE PROVISIONS OF SECTION 7-9A-502 OF THE CODE OF ALABAMA AND SHOULD ALSO BE CROSS-INDEXED IN THE INDEX OF FIXTURE FILINGS. DEBTOR IS THE RECORD OWNER OF THE PROPERTY DESCRIBED HEREIN. THE NAMES AND ADDRESSES OF DEBTOR ("MORTGAGOR" HEREIN) AND THE SECURED PARTY ("LENDER" HEREIN) ARE SET FORTH IN THE FIRST PARAGRAPH OF THE MORTGAGE.

---

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

**BIRMINGHAM 4600 APL MP, LLC,**
**a Delaware limited liability company (Mortgagor)**

**to**

**TRUIST BANK,**
**a North Carolina banking corporation**
**(Mortgagee)**

---

**Dated as of July 30, 2025**

**Property Location: 4600 U.S. Highway 280, Birmingham, AL**

**DOCUMENT PREPARED BY AND WHEN RECORDED, RETURN TO:**

**King & Spalding LLP**
**1185 Avenue of the Americas, 34th Floor**
**New York, NY 10036**
**Attention: Douglas Strauss, Esq.**

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

This Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing (this "**Mortgage**") is executed as of July 30 , 2025, by **BIRMINGHAM 4600 APL MP, LLC**, a Delaware limited liability company, whose organizational number is 7929677 ("**Mortgagor**"), whose address for notice hereunder is c/o Remedy Medical Properties, Inc., 800 W. Madison Street, Suite 400, Chicago, IL 60607, Attention: Gregg Graines, for the benefit of **TRUIST BANK**, a North Carolina banking corporation, as Administrative Agent for the Secured Parties (as defined in the Loan Agreement) ("**Mortgagee**"), whose mailing address for notice hereunder is 303 Peachtree Street N.E., 3rd Floor, Mail Code 803-05-03-40, Atlanta, GA 30308, Attention: CRE Loan Administration/CIG Loan Operations.

## ARTICLE 1
## DEFINITIONS

**Section 1.1 Definitions**. As used herein, the following terms shall have the following meanings:

"**Indebtedness**": The sum of all principal, interest and all other amounts due under or secured by the Loan Documents, including all future advances under the terms of the Loan Documents.

"**Loan**": The loan in the maximum principal amount of up to TWO HUNDRED SEVENTY-FOUR MILLION ONE HUNDRED THOUSAND AND NO/100 DOLLARS ($274,100,000.00) (as the same may be increased from time to time in accordance with the terms of the Loan Agreement) made to the Mortgagor and the other Borrower parties joined thereto from time to time (the "**Other Borrowers**") pursuant to the Loan Agreement by the Lenders, as evidenced and secured by the Loan Documents.

"**Loan Documents**": means, collectively (a) the Term Loan Agreement dated as of the date hereof, among Mortgagee, Lenders, Mortgagor and the Other Borrowers thereto (as amended, modified, supplemented, extended, renewed or replaced from time to time, the "**Loan Agreement**"); (b) one or more amended and restated promissory notes of even date herewith, executed by Mortgagor and certain of the Other Borrowers, payable to the order of one or more Lenders under the Loan Agreement, in the stated aggregate principal amount of up to $274,100,000.00 (as amended, restated, replaced, supplemented, increased, extended or otherwise modified from time to time, collectively, the "**Note**"), (c) one or more promissory notes executed by certain of the Other Borrowers from time to time under the provisions of the Loan Agreement; (d) this Mortgage, (e) all guaranties entered into by Mortgagor in favor of Mortgagee or the Lenders in connection with any other loans made from time to time to any Other Borrowers under the provisions of the Loan Agreement; (f) all other documents included within the definition of "Loan Documents" in the Loan Agreement, (g) all other documents now or hereafter executed by Mortgagor or the Other Borrowers to the Loan Agreement or any other person or entity, to evidence, secure or guaranty the payment of all or any portion of the Indebtedness or the performance of all or any portion of the Obligations or otherwise executed in connection with the Note or this Mortgage, and (h) all modifications, restatements, extensions, renewals and replacements of the foregoing; provided however, in no event shall the term "Loan Documents" include the Environmental Indemnification Agreement.

"**Mortgaged Property**": All estate right, title, interest, claim and demand whatsoever which Mortgagor now or hereafter acquires, either in law or in equity, in possession, or expectancy, of, in and to: (a) the real property described in ***Exhibit A*** attached hereto and made a part herewith, together with any greater estate therein as hereafter may be acquired by Mortgagor (the "**Land**"), (b) all buildings, structures and other improvements, now or at any time situated, placed or constructed upon the Land (the "**Improvements**"), (c) all materials, supplies, equipment, apparatus and other items of personal property now owned or hereafter acquired by Mortgagor and now or hereafter attached to, installed in or used in connection with any of the Improvements or the Land, and water, gas, electrical, storm and sanitary sewer facilities and all other utilities whether or not situated in easements (the "**Fixtures**"), (d) all goods, accounts, general intangibles, investment property, instruments, letters of credit, letter-of-credit rights, deposit accounts, documents, chattel paper and all other personal property of any kind or character, including such items of personal property as presently or hereafter defined in the UCC, now owned or hereafter acquired by Mortgagor and now or hereafter affixed to, placed upon, used in connection with, arising from or otherwise related to the Land and Improvements or which may be used in or relating to the planning, development, financing or operation of the Mortgaged Property, including, without limitation, furniture, furnishings, equipment, machinery, money, insurance proceeds, accounts, contract rights, software, trademarks, goodwill, promissory notes, electronic and tangible chattel paper, payment intangibles, documents, trade names, licenses and/or franchise agreements, rights of Mortgagor under leases of Fixtures or other personal property or equipment, inventory, all refundable, returnable or reimbursable fees, deposits or other funds or evidences of credit or indebtedness deposited by or on behalf of Mortgagor with any governmental authorities, boards, corporations, providers of utility services, public or private, including specifically, but without limitation, all refundable, returnable or reimbursable tap fees, utility deposits, commitment fees and development costs, and commercial tort claims arising from the development, construction, use, occupancy, operation, maintenance, enjoyment, acquisition or ownership of the Mortgaged Property (the "**Personalty**"), (e) all reserves, escrows or impounds required under the Loan Agreement and all deposit accounts (including accounts holding security deposits) maintained by Mortgagor with respect to the Mortgaged Property, (f) all plans, specifications, shop drawings and other technical descriptions prepared for construction, repair or alteration of the Improvements, and all amendments and modifications thereof (the "**Plans**"), (g) all leases, subleases, licenses, concessions, occupancy agreements, rental contracts, or other agreements (written or oral) now or hereafter existing relating to the use or occupancy of all or any part of the Mortgaged Property, together with all guarantees, letters of credit and other credit support, modifications, extensions and renewals thereof (whether before or after the filing by or against Mortgagor of any petition of relief under 11 U.S.C. § 101 *et seq*., as same may be amended from time to time (the "**Bankruptcy Code**")) and all related security and other deposits (collectively, the "**Leases**") and all of Mortgagor's claims and rights to the payment of damages arising from any rejection by a lessee of any Lease under the Bankruptcy Code, (h) all of the rents, revenues, liquidated damages payable upon default under the Leases, issues, income, proceeds, profits, and all other payments of any kind under the Leases for using, leasing, licensing, possessing, operating from, residing in, selling or otherwise enjoying the Mortgaged Property whether paid or accruing before or after the filing by or against Mortgagor of any petition for relief under the Bankruptcy Code (the "**Rents**"), (i) all other agreements, such as construction contracts, architects' agreements, engineers' contracts, utility contracts, maintenance agreements, franchise agreements, service contracts, permits, licenses, certificates and entitlements in any way relating to the development, construction, use, occupancy, operation, maintenance, enjoyment, acquisition or ownership of the Mortgaged Property (the "**Property Agreements**"), (j) all rights, privileges, tenements, hereditaments, rights-of-way, easements, appendages and appurtenances appertaining to the foregoing, and all right, title and interest, if any, of Mortgagor in and to any streets, ways, alleys, strips or gores of land adjoining the Land or any part thereof, (k) all insurance policies (regardless of whether required by Mortgagee), unearned premiums therefor and proceeds from such policies covering any of the above property now or hereafter acquired by Mortgagor, (l) all mineral, water, oil and gas rights now or hereafter acquired and relating to all or any part of the Mortgaged Property, (m) all tradenames, trademarks, service marks, logos, copyrights, goodwill, books and records and all other general intangibles relating to or used in connection with the operation of the Mortgaged Property; (n) all of Mortgagor's right, title and interest in and to any awards, remunerations, reimbursements, settlements or compensation heretofore made or hereafter to be made by any governmental authority pertaining to the Land, Improvements, Fixtures or Personalty, and (o) all accessions, replacements and substitutions for any of the foregoing and all proceeds thereof. As used in this Mortgage, the term "Mortgaged Property" shall mean all or, where the context permits or requires, any portion of the above or any interest therein.

"**Obligations**": All of the agreements, covenants, conditions, warranties, representations and other obligations (other than to repay the Indebtedness) made or undertaken by Mortgagor or any other person or entity to Mortgagee, the Lenders or others as set forth in the Loan Documents. Without limiting the generality of the foregoing, Mortgagor acknowledges the Environmental Indemnification Agreement pursuant to which Mortgagor has agreed, among other things, to indemnify Mortgagee from any and all losses arising out of or relating to certain liabilities as described therein shall in no event be deemed to be a Loan Document for the purposes of this Mortgage and that notwithstanding any other provision hereof, this Mortgage does not secure the payment or performance of any obligation or indebtedness of Mortgagor described therein with respect to any liability, expense, loss or damage arising out of the existence or the removal of, or the failure to remove any hazardous or toxic material, chemical, substance or waste on or in the Mortgaged Property now or hereafter located thereon.

"**State**": The State of Alabama.

"**UCC**": The Uniform Commercial Code of the State of New York in effect from time to time or, if the creation, perfection or enforcement of any security interest herein granted is governed by the laws of a state other than the State of New York, then, as to the matter in question, the Uniform Commercial Code in effect in that state from time to time.

**Section 1.2** **Other Terms**. Capitalized terms not otherwise defined herein shall have the meaning set forth in the Loan Agreement.

## ARTICLE 2
## GRANT

**Section 2.1** **Grant**. To secure the full and timely payment of the Indebtedness and the full and timely performance of the Obligations, Mortgagor hereby MORTGAGES, GRANTS, BARGAINS, SELLS, CONVEYS and ASSIGNS to Mortgagee, its successors and assigns, the Mortgaged Property with power of sale and right of entry and possession as herein provided, subject, however, to the Permitted Encumbrances; TO HAVE AND TO HOLD the Mortgaged Property to Mortgagee, its successors and assigns, and Mortgagor does hereby bind itself, its successors and assigns to WARRANT AND FOREVER DEFEND against the lawful claims of all persons whomsoever the title to the Mortgaged Property unto Mortgagee.

## ARTICLE 3
## WARRANTIES, REPRESENTATIONS AND COVENANTS

Mortgagor warrants, represents and covenants to Mortgagee and the Lenders as follows:

**Section 3.1** **Title to Mortgaged Property and Lien of this Instrument**. Mortgagor owns the Mortgaged Property free and clear of any liens, claims or interests, except the Permitted Encumbrances. This Mortgage creates a valid, enforceable first priority lien and security interest against the Mortgaged Property, subject to the Permitted Encumbrances. Mortgagor warrants that Mortgagor has good, marketable and insurable title to the Mortgaged Property and has the full power, authority and right to execute, deliver and perform its obligations under this Mortgage.

**Section 3.2** **First Lien Status**. Mortgagor shall preserve and protect the first lien and security interest status of this Mortgage and the other Loan Documents. If any lien or security interest other than the Permitted Encumbrances is asserted against the Mortgaged Property, Mortgagor shall promptly, and at its expense, (a) give Mortgagee a detailed written notice of such lien or security interest (including origin, amount and other terms), and (b) take such other action with respect to such lien or security interest as required by the Loan Agreement.

**Section 3.3** **Payment and Performance**. Mortgagor shall pay the Indebtedness when due under the Loan Documents and shall perform the Obligations in full when they are required to be performed.

**Section 3.4** **Replacement of Fixtures and Personalty**. Mortgagor shall not, without the prior written consent of Mortgagee, permit any of the Fixtures or Personalty to be removed at any time from the Land or Improvements, unless the removed item is removed temporarily for maintenance and repair or, if removed permanently, is worn out or obsolete and is replaced by an article of equal or better suitability and value, owned by Mortgagor subject to the liens and security interests of this Mortgage and the other Loan Documents, and free and clear of any other lien or security interest except such as may be first approved in writing by Mortgagee.

**Section 3.5** **Maintenance of Rights of Way, Easements and Licenses**. Mortgagor shall maintain all rights of way, easements, grants, privileges, licenses, certificates, permits, entitlements and franchises necessary for the use of the Mortgaged Property and will not, without the prior consent of Mortgagee, consent to any public restriction (including any zoning ordinance) or private restriction as to the use of the Mortgaged Property. Mortgagor shall comply with all restrictive covenants affecting the Mortgaged Property, and all zoning ordinances and other public or private restrictions as to the use of the Mortgaged Property.

**Section 3.6** **Inspection**. Subject to the rights of tenants under the Leases, Mortgagor shall permit Mortgagee, each Lender and Mortgagee's and the Lenders' agents, representatives and employees, upon reasonable prior notice to Mortgagor (so long as no Event of Default is then continuing, in which event no such notice shall be required), to inspect the Mortgaged Property and conduct such environmental and engineering studies as Mortgagee may reasonably require in accordance with the terms and conditions of the Loan Agreement or under the Environmental Indemnification Agreement, provided that such inspections and studies shall not materially interfere with the use and operation of the Mortgaged Property.

**Section 3.7** **Other Covenants**. All of the covenants in the Loan Agreement pertaining to the Mortgaged Property (whether specific to the Mortgaged Property or referring generally to the Property) are incorporated herein by reference and are made a part of this Mortgage to the same extent and with the same force as if fully set forth herein and, together with covenants in this Article 3, shall be covenants running with the land.

**Section 3.8** **Condemnation Awards and Insurance Proceeds**.

(a) **Condemnation Awards**. Subject to the terms and conditions of Section 5.5 of the Loan Agreement, Mortgagor assigns all awards and compensation for any condemnation or other taking, or any purchase in lieu thereof, to Mortgagee and authorizes Mortgagee to collect and receive such awards and compensation and to give proper receipts and acquittances therefor, subject to the terms of the Loan Agreement.

(b) **Insurance Proceeds**. Subject to the terms and conditions of Section 5.5 of the Loan Agreement, Mortgagor (i) assigns to Mortgagee all proceeds of any insurance policies insuring against loss or damage to the Mortgaged Property, (ii) authorizes Mortgagee to collect and receive such proceeds, subject to the terms of the Loan Agreement, and (iii) authorizes and directs the issuer of each of such insurance policies to make payment for all such losses directly to Mortgagee, instead of to Mortgagor and Mortgagee jointly.

**Section 3.9** **Transfer or Encumbrance of Mortgaged Property; Due on Sale**.

(a) **No Transfer**. Mortgagor shall not permit or suffer any Transfer to occur, unless specifically permitted by the Loan Agreement (subject to any notice and cure and/or lien contest rights permitted therein) or unless Mortgagee shall consent thereto in writing.

(b) **Transfer Defined**. As used in this Section 3.9, "**Transfer**" shall have the meaning set forth in Section 7.1 of the Loan Agreement.

## ARTICLE 4
## DEFAULT AND FORECLOSURE

**Section 4.1** **Remedies**. If an Event of Default (as defined in the Loan Agreement) exists and is continuing, Mortgagee may, at Mortgagee's election and on behalf of the Secured Parties, exercise any or all of the following rights, remedies and recourses:

(a) **Acceleration**. Declare the Indebtedness to be immediately due and payable, without further notice, presentment, protest, notice of intent to accelerate, notice of acceleration, demand or action of any nature whatsoever (each of which hereby is expressly waived by Mortgagor), whereupon the same shall become immediately due and payable.

(b) **Entry on Mortgaged Property**. Subject to Applicable Law, enter the Mortgaged Property and take exclusive possession thereof, subject to the rights of the tenants under the Leases, and of all books, records and accounts relating thereto. If Mortgagor remains in possession of the Mortgaged Property after an Event of Default and without Mortgagee's prior written consent, Mortgagee may invoke any legal remedies to dispossess Mortgagor.

(c) **Operation of Mortgaged Property**. Subject to the rights of any tenant pursuant to the terms of any subordination, non-disturbance and attornment agreement ("**SNDA**") or if no SNDA was delivered or is self-executing pursuant to the terms of the applicable Lease, then subject to the rights of the tenant thereunder, hold, lease, develop, manage, operate or otherwise use the Mortgaged Property upon such terms and conditions as Mortgagee may deem reasonable under the circumstances (making such repairs, alterations, additions and improvements and taking other actions, from time to time, as Mortgagee deems necessary or desirable), and apply all Rents and other amounts collected by Mortgagee in connection therewith in accordance with the provisions of Section 4.7 hereof.

(d) **Foreclosure and Sale**. Institute proceedings for the complete foreclosure of this Mortgage by judicial or non-judicial proceedings in a manner permitted by applicable law, in which case the Mortgaged Property may be sold for cash or credit in one or more parcels. At any such sale by virtue of any judicial proceedings or any other legal right, remedy or recourse, the title to and right of possession of any such property shall pass to the purchaser thereof, and to the fullest extent permitted by Applicable Law, Mortgagor shall be completely and irrevocably divested of all of its right, title, interest, claim and demand whatsoever, either by law or in equity, in and to the property sold and such sale shall be a perpetual bar both at law and in equity against Mortgagor, and against all other persons claiming or to claim the property sold or any part thereof, by, through or under Mortgagor. Mortgagee may be a purchaser at such sale and if Mortgagee is the highest bidder, may credit the portion of the purchase price that would be distributed to Mortgagee against the Indebtedness in lieu of paying cash.

(e) **Receiver**. Make application to a court of competent jurisdiction for, and obtain from such court as a matter of strict right and without notice to Mortgagor or regard to the adequacy of the Mortgaged Property for the repayment of the Indebtedness, the appointment of a receiver of the Mortgaged Property, and Mortgagor irrevocably consents to such appointment. Any such receiver shall have all the usual powers and duties of receivers in similar cases, including the full power to rent, maintain and otherwise operate the Mortgaged Property upon such terms as may be approved by the court, and shall apply such Rents in accordance with the provisions of Section 4.7 hereof. Notwithstanding the appointment of any receiver, the Mortgagee shall be entitled to the possession and control of any cash, or other instruments held at the time by, or payable or deliverable under the terms of this Mortgage to the Mortgagee.

(f) **UCC**. Exercise any and all rights and remedies granted to a secured party upon default under the UCC, including, without limiting the generality of the foregoing: (i) the right to take possession of the personal property or any part thereof, and to take such other measures as Mortgagee may deem necessary for the care, protection and preservation of the personal property, and (ii) request Mortgagor at its expense to assemble the personal property and make it available to Mortgagee at a commercially reasonable place acceptable to Mortgagee. Any notice of sale, disposition or other intended action by Mortgagee with respect to the personal property sent to

Mortgagor in accordance with the provisions hereof at least ten (10) days prior to such action, shall constitute commercially reasonable notice to Mortgagor.

(g) **Fair Rental Payments**. If the Mortgagor or any other subsequent owner of the Mortgaged Property is occupying the Mortgaged Property or any part thereof, it is hereby agreed that said occupants shall pay such reasonable rental monthly in advance as the Mortgagee shall demand for the Mortgaged Property or the part so occupied, and for the use of personal property covered by this Mortgage or any chattel mortgage for so long as Mortgagee permits such continued possession.

(h) **Other**. Exercise all other rights, remedies and recourses granted under the Loan Documents or otherwise available at law or in equity (including an action for specific performance of any covenant contained in the Loan Documents, subject to Applicable Law).

**Section 4.2** **Separate Sales**. Upon an Event of Default, the Mortgaged Property may be sold in one or more parcels and in such manner and order as Mortgagee in its sole discretion, may elect; the right of sale arising out of any Event of Default shall not be exhausted by any one or more sales.

**Section 4.3** **Remedies Cumulative, Concurrent and Nonexclusive**. Mortgagee shall have all rights, remedies and recourses granted in the Loan Documents and available at law or equity (including the UCC), which rights (a) shall be cumulative and concurrent, (b) may be pursued separately, successively or concurrently against Mortgagor or others obligated under the Note, subject to Applicable Law, and the other Loan Documents, or against the Mortgaged Property, or against any one or more of them, at the sole discretion of Mortgagee, (c) may be exercised as often as occasion therefor shall arise, and the exercise or failure to exercise any of them shall not be construed as a waiver or release thereof or of any other right, remedy or recourse, and (d) are intended to be, and shall be, nonexclusive. No action by Mortgagee in the enforcement of any rights, remedies or recourses under the Loan Documents or otherwise at law or equity shall be deemed to cure any Event of Default.

**Section 4.4** **Release of and Resort to Collateral**. Mortgagee may release, regardless of consideration and without the necessity for any notice to or consent by the holder of any subordinate lien on the Mortgaged Property, any part of the Mortgaged Property without, as to the remainder, in any way impairing, affecting, subordinating or releasing the lien or security interests created in or evidenced by the Loan Documents or their stature as a first and prior lien and security interest in and to the Mortgaged Property. For payment of the Indebtedness, Mortgagee may resort to any other security in such order and manner as Mortgagee may elect, subject to Applicable Law.

**Section 4.5** **Waiver of Redemption, Notice and Marshalling of Assets**. To the fullest extent permitted by Applicable Law, Mortgagor hereby irrevocably and unconditionally waives and releases (a) all benefit that might accrue to Mortgagor by virtue of any present or future statute of limitations or Applicable Law or judicial decision exempting the Mortgaged Property from attachment, levy or sale on execution or providing for any appraisement, valuation, stay of execution, exemption from civil process, redemption or extension of time for payment, (b) all notices of any Event of Default or of Mortgagee's and the Lenders' election to exercise or their actual exercise of any right, remedy or recourse provided for under the Loan Documents and (c) any right to a marshalling of assets or a sale in inverse order of alienation.

**Section 4.6** **Discontinuance of Proceedings**. If Mortgagee shall have proceeded to invoke any right, remedy or recourse permitted under the Loan Documents and shall thereafter elect to discontinue or abandon it for any reason, Mortgagee shall have the unqualified right to do so and, in such an event, Mortgagor and Mortgagee shall be restored to their former positions with respect to the Indebtedness, the Obligations, the Loan Documents, the Mortgaged Property and otherwise, and the rights, remedies, recourses and powers of Mortgagee shall continue as if the right, remedy or recourse had never been invoked, but no such discontinuance or abandonment shall waive any Event of Default which may then exist or the right of Mortgagee or the Lenders thereafter to exercise any right, remedy or recourse under the Loan Documents for such Event of Default.

**Section 4.7** **Application of Proceeds**. The proceeds of any sale of, and the Rents and other amounts generated by the holding, leasing, management, operation or other use of the Mortgaged Property, shall be applied by Mortgagee (or the receiver, if one is appointed) in accordance with the terms of the Loan Documents, including, without limitation, Section 8.3 of the Loan Agreement.

**Section 4.8** **Occupancy After Foreclosure**. The purchaser at any foreclosure sale of all or any portion of the Mortgaged Property shall become the legal owner of the Mortgaged Property. All occupants of the Mortgaged Property shall, at the option of such purchaser, become tenants of the purchaser at the foreclosure sale and shall deliver possession thereof immediately to the purchaser upon demand. It shall not be necessary for the purchaser at said sale to bring any action for possession of the Mortgaged Property other than the statutory action of forcible detainer in any justice court having jurisdiction over the Mortgaged Property.

**Section 4.9** **Additional Advances and Disbursements; Costs of Enforcement**.

(a) If any Event of Default exists, Mortgagee and the Lenders shall have the right, but not the obligation, to cure such Event of Default in the name and on behalf of Mortgagor. All sums advanced and expenses incurred at any time by Mortgagee or the Lenders under this Section 4.9, or otherwise under this Mortgage or any of the other Loan Documents or Applicable Law, shall bear interest from the date that such sum is advanced or expense incurred, to and including the date of reimbursement, computed at the Default Rate (as defined in the Loan Agreement), and all such sums, together with interest thereon, shall be secured by this Mortgage.

(b) Mortgagor shall pay all expenses (including reasonable attorneys' fees and expenses) of or incidental to the perfection and enforcement of this Mortgage and the other Loan Documents, or the enforcement, compromise or settlement of the Indebtedness or any claim under this Mortgage and the other Loan Documents, and for the curing thereof, or for defending or asserting the rights and claims of Mortgagee and the Lenders in respect thereof, by litigation or otherwise.

**Section 4.10** **No Mortgagee in Possession**. Neither the enforcement of any of the remedies under this Article 4, the assignment of the Rents and Leases under Article 5 hereof, the security interests under Article 6 hereof, nor any other remedies afforded to Mortgagee and/or the Lenders under the Loan Documents, at law or in equity shall cause Mortgagee or any Lender to be deemed or construed to be a mortgagee in possession of the Mortgaged Property, to obligate Mortgagee or any Lender to lease the Mortgaged Property or attempt to do so, or to take any action, incur any expense, or perform or discharge any obligation, duty or liability whatsoever under any of the Leases or otherwise.

**Section 4.11** **Actions and Proceedings**. Mortgagee has the right to appear in and defend any action or proceeding brought with respect to the Mortgaged Property and to bring any action or proceeding, in the name and on behalf of Mortgagor, which Mortgagee, in its discretion, decides should be brought to protect its interest in the Mortgaged Property.

## ARTICLE 5
## ASSIGNMENT OF LEASES AND RENTS

**Section 5.1** **Assignment**. Mortgagor acknowledges and confirms that it has executed and delivered to Mortgagee an Assignment of Leases and Rents of even date herewith (as amended, modified, supplemented, extended, renewed or replaced from time to time, the "**Assignment of Leases and Rents**"), intending that, subject to the provisions of the law of the State, such instrument creates a present, absolute assignment to Mortgagee and the Lenders of the Leases and Rents. Without limiting the intended benefits or the remedies provided under the Assignment of Leases and Rents, Mortgagor hereby irrevocably and absolutely assigns to Mortgagee, as further security for the Indebtedness and the Obligations, the Leases and Rents. This is a present, irrevocable and absolute assignment, not an assignment for security purposes only, and Mortgagee's right to the Leases and Rents is not contingent upon, and may be exercised without possession of, the Mortgaged Property, and without any commencement of a foreclosure or appointment of a receiver. Until the occurrence of an Event of Default hereunder or until Mortgagor shall default in the performance of any of its obligations under the Assignment of Leases and Rents beyond applicable notice and cure periods, subject to the terms of any Cash Management Agreement, Mortgagor may receive, collect and enjoy the Rents and income from the Mortgaged Property. While any Event of Default exists, Mortgagee and/or the Lenders shall be entitled to exercise any or all of the remedies provided in the Assignment of Leases and Rents and in Article 4 hereof, including, without limitation, the right to have a receiver appointed. If any conflict or inconsistency exists between the absolute assignment of the Rents and the Leases in this Mortgage and the absolute assignment of the Rents and the Leases in the Assignment of Leases and Rents, the terms of the Assignment of Leases and Rents shall control.

**Section 5.2** **No Merger of Estates**. So long as any part of the Indebtedness and the Obligations secured hereby remain unpaid and undischarged, the fee and leasehold estates to the Mortgaged Property shall not merge, but shall remain separate and distinct, notwithstanding the union of such estates either in Mortgagor, Mortgagee, any lessee or any third party by purchase or otherwise.

## ARTICLE 6
## SECURITY AGREEMENT

**Section 6.1** **Security Interest**. This Mortgage constitutes a "Security Agreement" on personal property within the meaning of the UCC and other Applicable Law and with respect to the Personalty, Fixtures, Plans, Leases, Rents and Property Agreements. To this end, Mortgagor grants to Mortgagee, for the benefit of the Lenders, a first and prior security interest in the Personalty, Fixtures, Plans, Leases, Rents and Property Agreements and all other Mortgaged Property which is personal property to secure the payment of the Indebtedness and performance of the Obligations, and agrees that Mortgagee shall have all the rights and remedies of a secured party under the UCC with respect to such property. Any notice of sale, disposition or other intended action by Mortgagee with respect to the Personalty, Fixtures, Plans, Leases, Rents and Property Agreements sent to Mortgagor at least ten (10) days prior to any action under the UCC shall constitute reasonable notice to Mortgagor. Mortgagee shall have all of the rights and remedies of a secured party under the UCC.

**Section 6.2** **Further Assurances**. Mortgagor shall execute and deliver to Mortgagee, in form and substance satisfactory to Mortgagee, such further assurances as Mortgagee may, from time to time, reasonably consider necessary to create, perfect and preserve Mortgagee's security interest hereunder and Mortgagee may cause such assurances to be recorded and filed, at such times and places as may be required or permitted by Applicable Law to so create, perfect and preserve such security interest. Mortgagor's state of organization is the State of Delaware and its chief executive office is in the State of Illinois at the address set forth in the first paragraph of this Mortgage. Mortgagor authorizes Mortgagee to file financing statements without the signature of Mortgagor thereon.

**Section 6.3** **Fixture Filing**. This Mortgage shall also constitute a "fixture filing" for the purposes of the UCC against all of the Mortgaged Property which is or is to become fixtures. Information concerning the security interest herein granted may be obtained at the addresses of Debtor (Mortgagor) and Secured Party (Mortgagee) as set forth in the first paragraph of this Mortgage.

**Section 6.4** **Continuing Effect Notwithstanding Termination of Mortgage**. To the extent permitted by applicable law, it is expressly agreed that until such time as the Indebtedness and Obligations have been paid and performed in full, or until the security interest granted hereby has been released in writing by Mortgagee, this Mortgage shall remain fully effective as a security agreement and fixture filing, notwithstanding that the lien on real property that is created by this Mortgage may be extinguished or released, by foreclosure of this Mortgage or otherwise.

## ARTICLE 7
## MISCELLANEOUS

**Section 7.1** **Limitation on Interest**. The provisions of Section 9.13 (Interest Rate Limitation) of the Loan Agreement are incorporated herein by reference as though fully set forth herein.

**Section 7.2** **Notices**. Any notice required or permitted to be given under this Mortgage shall be (a) in writing, (b) sent in the manner set forth in the Loan Agreement and Applicable Law, and (c) effective in accordance with the terms of the Loan Agreement.

**Section 7.3** **Covenants Running with the Land**. All Obligations contained in this Mortgage are intended by Mortgagor and Mortgagee to be, and shall be construed as, covenants running with the Mortgaged Property. As used herein, "Mortgagor" shall refer to the party named in the first paragraph of this Mortgage and to any subsequent owner of all or any portion of the Mortgaged Property (without in any way implying that Mortgagee or the Lenders have or will consent to any such conveyance or transfer of the Mortgaged Property). All persons or entities that may have or acquire an interest in the Mortgaged Property shall be deemed to have notice of, and be bound by, the terms of the Loan Agreement and the other Loan Documents; however, no such party shall be entitled to any rights thereunder without the express prior written consent of Mortgagee.

**Section 7.4** **Attorney-in-Fact**. Mortgagor hereby irrevocably appoints Mortgagee and its successors and assigns, as its attorney-in-fact, which appointment shall be effective during the continuance of an Event of Default and which agency is coupled with an interest, (a) to execute and/or record any notices of completion, cessation of labor or any other notices that Mortgagee deems appropriate to protect Mortgagee's interest, if Mortgagor shall fail to do so within ten (10) days after written request by Mortgagee, (b) upon the issuance of a deed pursuant to the foreclosure of this Mortgage or the delivery of a deed in lieu of foreclosure, to execute all instruments of assignment, conveyance or further assurance with respect to the Leases, Rents, Personalty, Fixtures, Plans and Property Agreements in favor of the grantee of any such deed and as may be necessary or desirable for such purpose, (c) to prepare, execute and file or record financing statements, continuation statements, applications for registration and like papers necessary to create, perfect or preserve Mortgagee's security interests and rights in or to any of the collateral, and (d) while any Event of Default exists, to perform any obligation of Mortgagor hereunder; however: (i) Mortgagee shall not under any circumstances be obligated to perform any obligation of Mortgagor; (ii) any sums advanced by Mortgagee in such performance shall be added to and included in the Indebtedness and shall bear interest at the Default Rate; (iii) Mortgagee as such attorney-in-fact shall only be accountable for such funds as are actually received by Mortgagee; and (iv) neither Mortgagee nor any Lender shall be liable to Mortgagor or any other person or entity for any failure to take any action which it is empowered to take under this Section.

**Section 7.5** **Successors and Assigns**. This Mortgage shall be binding upon and inure to the benefit of Mortgagee and Mortgagor and their respective successors and assigns. Mortgagor shall not, without the prior express written consent of Mortgagee, assign any rights, duties or obligations hereunder.

**Section 7.6** **No Waiver**. Any failure by Mortgagee to insist upon strict performance of any of the terms, provisions or conditions of the Loan Documents shall not be deemed to be a waiver of same, and Mortgagee shall have the right at any time to insist upon strict performance of all of such terms, provisions and conditions.

**Section 7.7** **Subrogation**. To the extent proceeds of the Note have been used to extinguish, extend or renew any indebtedness against the Mortgaged Property, then Mortgagee (on behalf of the Lenders) shall be subrogated to all of the rights, liens and interests existing against the Mortgaged Property and held by the holder of such indebtedness and such former rights, liens and interests, if any, are not waived, but are continued in full force and effect in favor of Mortgagee (on behalf of the Lenders); provided, however, that in no event shall Mortgagee be entitled to collect, pursuant to this Section 7.7, any amount in excess of the Indebtedness under the Loan Documents.

**Section 7.8** **Loan Agreement**. If any conflict or inconsistency exists between this Mortgage and the Loan Agreement, the Loan Agreement shall govern.

**Section 7.9** **Release**. Upon payment in full of the Indebtedness and performance in full of the Obligations, Mortgagee, at Mortgagor's expense, shall cancel and release the liens and security interests created by this Mortgage or reconvey the Mortgaged Property to Mortgagor, as applicable.

**Section 7.10** **Waiver of Stay, Moratorium and Similar Rights**. (a) Mortgagor agrees, to the full extent that it may lawfully do so, that it will not at any time insist upon or plead or in any way take advantage of any appraisement, valuation, stay, marshalling of assets, extension, redemption or moratorium law now or hereafter in force and effect so as to prevent or hinder the enforcement of the provisions of this Mortgage or the indebtedness secured hereby, or any agreement between Mortgagor and Mortgagee and/or the Lenders or any rights or remedies of Mortgagee and/or the Lenders.

(b) Except for Lenders' obligations to make the Loan in accordance with the terms of the Loan Documents, neither Mortgagee nor any affiliate of Mortgagee has made any representation, warranty or statement to Mortgagor in order to induce Mortgagor to execute this Mortgage. Mortgagor hereby expressly waives any claim of fraudulent inducement to execute this Mortgage and further disclaims any reliance or statements on or representations of Mortgagee in waiving such claim.

(c) Mortgagor and Mortgagee agree that, in connection with any action, suit or proceeding relating to or arising out of this Mortgage or any of the other Loan Documents, each mutually waives to the fullest extent permitted by Applicable Law any claim for consequential, punitive or speculative damages.

**Section 7.11** **Limitation on Liability**. Mortgagor's liability hereunder is subject to the limitation on liability provisions of Section 10.21 of the Loan Agreement.

**Section 7.12** **Obligations of Mortgagor, Joint and Several**. If more than one person or entity has executed this Mortgage as "Mortgagor," the obligations of all such persons or entities hereunder shall be joint and several.

**Section 7.13** **Governing Law**. **THIS MORTGAGE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED IN SUCH STATE (WITHOUT REGARD TO THE PRINCIPLE OF CONFLICTS OF LAW APPLICABLE UNDER NEW YORK LAW) AND APPLICABLE LAW; PROVIDED**

**THAT (A) WITH RESPECT TO THE PROVISIONS HEREOF WHICH RELATE TO TITLE OR TO THE CREATION, PERFECTION, PRIORITY, ENFORCEMENT OR FORECLOSURE OF LIENS ON AND SECURITY INTERESTS IN OR ASSIGNMENTS OF REAL PROPERTY, THIS MORTGAGE SHALL BE GOVERNED BY THE LAWS OF THE STATE; AND (B) WITH RESPECT TO THE PROVISIONS HEREOF WHICH RELATE TO THE CREATION, PERFECTION, PRIORITY, ENFORCEMENT AND FORECLOSURE OF LIENS ON PROPERTY GOVERNED BY ARTICLE 9 OF THE UCC, THE CONFLICTS OF LAW PROVISIONS OF THE UCC SHALL CONTROL; IT BEING UNDERSTOOD THAT, TO THE FULLEST EXTENT PERMITTED BY LAW, THE LAWS OF THE STATE OF NEW YORK SHALL GOVERN. THE INVALIDITY, ILLEGALITY OR UNENFORCEABILITY OF ANY PROVISION OF THIS MORTGAGE SHALL NOT AFFECT OR IMPAIR THE VALIDITY, LEGALITY OR ENFORCEABILITY OF THE REMAINDER OF THIS MORTGAGE, AND TO THIS END, THE PROVISIONS OF THIS MORTGAGE ARE DECLARED TO BE SEVERABLE.**

**Section 7.14 Venue. TO THE EXTENT PERMITTED BY APPLICABLE LAW, MORTGAGOR HEREBY CONSENTS TO THE EXCLUSIVE JURISDICTION OF THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK, AND OF THE SUPREME COURT OF THE STATE OF NEW YORK SITTING IN NEW YORK COUNTY, BOROUGH OF MANHATTAN, AND OF ANY APPELLATE COURT FROM ANY THEREOF, AND IRREVOCABLY AGREES THAT, SUBJECT TO MORTGAGEE'S ELECTION, ALL ACTIONS OR PROCEEDINGS ARISING OUT OF OR RELATING TO THIS MORTGAGE OR THE OTHER LOAN DOCUMENTS SHALL BE LITIGATED IN SUCH COURTS, PROVIDED THAT ANY ACTION RELATED TO THE CREATION, PERFECTION OR ENFORCEMENT OF THE LIEN CREATED BY THIS MORTGAGE SHALL BE BROUGHT IN ANY STATE OR FEDERAL COURT LOCATED IN THE COUNTY IN WHICH THE LAND IS LOCATED. MORTGAGOR EXPRESSLY SUBMITS AND CONSENTS TO THE JURISDICTION OF THE AFORESAID COURTS AND WAIVES ANY DEFENSE OF FORUM NON CONVENIENS. TO THE EXTENT PERMITTED BY APPLICABLE LAW, MORTGAGOR HEREBY WAIVES PERSONAL SERVICE OF ANY AND ALL PROCESS AND AGREES THAT ALL SUCH SERVICE OF PROCESS MAY BE MADE UPON MORTGAGOR BY CERTIFIED OR REGISTERED MAIL, RETURN RECEIPT REQUESTED, ADDRESSED TO MORTGAGOR, AT THE ADDRESS SET FORTH IN THIS MORTGAGE AND SERVICE SO MADE SHALL BE DEEMED COMPLETE TEN (10) DAYS AFTER THE SAME HAS BEEN POSTED. MORTGAGOR HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, SUIT, PROCEEDING, OR COUNTERCLAIM THAT RELATES TO OR ARISES OUT OF ANY OF THE LOAN DOCUMENTS OR THE ACTS OR FAILURE TO ACT OF OR BY MORTGAGEE IN THE ENFORCEMENT OF ANY OF THE TERMS OR PROVISIONS OF THIS MORTGAGE OR THE OTHER LOAN DOCUMENTS. NOTWITHSTANDING THE FOREGOING, IF MORTGAGEE BRINGS ANY ACTION OR PROCEEDING IN ANY JURISDICTION OTHER THAN NEW YORK COUNTY, STATE OF NEW YORK, NOTHING HEREIN IS INTENDED TO PRECLUDE MORTGAGOR FROM BRINGING ANY ACTION OR RAISING ANY CLAIM OR**

**DEFENSE IN RESPECT OF SUCH ACTION, PROCEEDING OR EXERCISE OF REMEDIES IN SUCH OTHER JURISDICTION.**

**Section 7.15** **Headings**. The Article, Section and Subsection titles hereof are inserted for convenience of reference only and shall in no way alter, modify or define, or be used in construing, the text of such Articles, Sections or Subsections.

**Section 7.16** **Entire Agreement**. This Mortgage and the other Loan Documents and the Environmental Indemnification Agreement embody the entire agreement and understanding between Mortgagee, the Lenders, Mortgagor and the Other Borrowers and supersede all prior agreements and understandings between such parties relating to the subject matter hereof and thereof. Accordingly, the Loan Documents and the Environmental Indemnification Agreement may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.

**Section 7.17** **Counterparts**. This Mortgage may be executed in multiple counterparts, each of which shall constitute an original, but all of which shall constitute one document.

**Section 7.18** **No Oral Change**. This Mortgage, 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 Mortgagor or Mortgagee, 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 7.19** **Inapplicable Provisions**. If any term, covenant or condition of this Mortgage is held to be invalid, illegal or unenforceable in any respect, this Mortgage shall be construed without such provision.

**Section 7.20** **Exhibits; Recitals**. The information set forth on the cover and recitals hereof, and the Exhibits attached hereto, are hereby incorporated herein as a part of this Mortgage with the same effect as if set forth in the body hereof.

**Section 7.21** **Variable Rate Interest**. Mortgagor and, by its acceptance hereof, Mortgagee, acknowledge and agree that the rate of interest charged on the principal amount of the Loan may vary from time to time as more particularly set forth in the Note, the Loan Agreement and the other Loan Documents.

## ARTICLE 8
## SPECIAL STATE PROVISIONS

**Section 8.1** **State Specific Provisions**. In the event of any material inconsistencies between this Article 8 and any of the other terms and provisions of this Mortgage, the terms and provisions of this Article 8 shall control and be binding.

**Section 8.2** **Right to Foreclose; Power of Sale**. In furtherance of and not in limitation of any other provision of this Mortgage:

(a) If an Event of Default shall occur, all of the Indebtedness secured hereby shall become and be immediately due and payable at the option of Mortgagee, without notice or demand which are hereby expressly waived, and this Mortgage may be foreclosed, at the option of Mortgagee, and Mortgagee, its successors, assigns, agents or attorneys, shall have the right and are hereby authorized and empowered to enter upon and take possession of the Mortgaged Property, and, with or without taking such possession, to sell the same before the main door of the County Courthouse in which all or any portion of the Mortgaged Property is located, at public outcry, during the legal hours of sale, for cash, after first giving notice of the time, place and terms of such sale, by publication once a week for three successive weeks, prior to said sale, in some newspaper(s) published or circulated in the county or counties in which the Mortgaged Property lies, all in compliance with the laws of Alabama, and upon the payment of the purchase money shall execute to the purchaser at such sale a deed to the property so purchased. Mortgagee shall apply the proceeds of said sale first to the expenses incurred hereunder, including a reasonable attorney's fee for such services as may be necessary for the collection of said Indebtedness and the foreclosure of this Mortgage; then to the payment of whatever sum or sums Mortgagee may have paid or become liable to pay in carrying out the terms and stipulations of this Mortgage, together with interest thereon; and finally, to the payment and satisfaction of the Indebtedness secured hereby. The balance (if any) shall be paid over to Mortgagor or to whomever else is entitled thereto. In the event of a sale under the power contained herein Mortgagee, its successors, assigns, agents or attorneys, may bid on and purchase the Mortgaged Property at such sale the same as if they were strangers to this conveyance and shall be entitled to apply all or any part of the Indebtedness as a credit to the purchase price, and in that case the auctioneer or person making the sale is hereby authorized and empowered to execute a deed to the purchaser in the name and on behalf of Mortgagee herein.

(b) Mortgagee may sell the Mortgaged Property under the terms designated in the notice of sale in one or more parcels and in such order as Mortgagee may determine. Mortgagee may postpone the sale of all or any part of the Mortgaged Property by public announcement at the time and place of any previously scheduled sale.

(c) If an Event of Default shall occur, Mortgagee may also institute proceedings for judicial foreclosure in a court of competent jurisdiction, and recover from Mortgagor all costs of such proceedings, including reasonable attorney's fees.

[***Remainder of this page intentionally left blank. Signature and notary page follows.***]

EXECUTED as of the date first above written.

**BIRMINGHAM 4600 APL MP, LLC,**
a Delaware limited liability company

By: ______________________
Name: Gregg Graines
Title: Authorized Signatory

STATE OF ILLINOIS )
) SS
COUNTY OF COOK )

On this 12 day of June, 2025, before me, a Notary Public in and for the State and County aforesaid, personally appeared Gregg Graines, as Authorized Signatory of BIRMINGHAM 4600 APL MP, LLC, a Delaware limited liability company, known to me (or satisfactorily proven) and acknowledged that he or she, as such Authorized Signatory, being authorized to do so on behalf of such company, executed the foregoing instrument as the voluntary act and deed of said company for the purposes therein contained by signing the name of the a limited liability company by himself or herself as such Authorized Signatory.

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

______________________
(Signature of Notary)

**Mia Vaccarella**
______________________
(Legibly Print or Stamp Name of Notary)

My commission expires: 9-4-28

(official seal)

OFFICIAL SEAL
MIA VICTORIA VACCARELLA
Notary Public, State of Illinois
Commission No. 996350
My Commission Expires
September 04, 2028

# EXHIBIT A

## Legal Description

PARCEL 1

LOT 1, ACCORDING TO THE SURVEY OF RIVER RIDGE PLAZA, AS RECORDED IN MAP BOOK 26, PAGE 14, IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA.

PARCEL 2

BENEFICIAL EASEMENTS GRANTED IN THAT CERTAIN RECIPROCAL EASEMENT AND OPERATING AGREEMENT EXECUTED BY AND BETWEEN ST. VINCENT'S HOSPITAL AND RIVER RIDGE RETAIL COMPANY, L.L.C., DATED SEPTEMBER 9, 1999, AND RECORDED IN INSTRUMENT NO. 1995-38039 IN THE AFORESAID PROBATE OFFICE.

PARCEL 3

BENEFICIAL EASEMENTS GRANTED IN THAT CERTAIN SIXTH AMENDMENT TO AND RESTATEMENT OF CERTAIN PROVISIONS OF RESTRICTIVE COVENANTS RECORDED IN INSTRUMENT NO. 1992-10301, AS MODIFIED BY CONSENT AND WAIVER AS TO RESTRICTIVE COVENANTS RECORDED IN INSTRUMENT NO. 1999-38031, IN THE AFORESAID PROBATE OFFICE.

# MORTGAGE RECORDATION TAX ORDER

**STATE OF ALABAMA,**
**MONTGOMERY COUNTY.**

**A proceeding authorized by**
**Section 40-22-2(8), *Code of Alabama* 1975**

**BEFORE THE ALABAMA DEPARTMENT OF REVENUE:**

Petitioner, **TRUIST BANK**, a North Carolina banking corporation ("***Mortgagee***"), requested the Department of Revenue to fix and determine the amount of mortgage recording tax due pursuant to Section 40-22-2(8), *Code of Alabama* 1975, upon recordation those two certain Mortgages, Assignments of Leases and Rents and Leases, Security Agreements and Fixture Filings (the "***Alabama Mortgages***") to be given by **BIRMINGHAM 3485 APL MP, LLC** (the "***3485 Alabama Mortgagor***" and whose Alabama Mortgage is the "***3485 Alabama Mortgage***") and **BIRMINGHAM 4600 APL MP, LLC** (the "***4600 Alabama Mortgagor***" and whose Alabama Mortgage is the "***4600 Alabama Mortgage***"), both of which are Delaware limited liability companies:

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

1. That the maximum indebtedness owed to Mortgagee and secured by the Alabama Mortgages and mortgages on real property in other states is $274,100,000.00.

2. That the Petitioner desires to pay recording tax on the portion of the maximum indebtedness allocable to the mortgaged assets which are located in the State of Alabama.

3. That the total value of all property covered by the Alabama Mortgages and mortgages on real property in other states securing the $274,100,000.00 indebtedness, both within and without the State of Alabama, is $579,960,000.00.

4. That the total value of all property located within in the State of Alabama and conveyed by the Alabama Mortgages is $32,450,000.00.

5. That the amount of indebtedness which is allocable to Alabama, and upon which recording tax is due, is $15,349,600.00.

6. That the amount of recording tax to be paid, at the rate of $0.15 for each $100 of indebtedness, or fraction thereof, which is attributable to the property located within the State of Alabama, is $23,024.40, with 48.54% of such amount being collected on the 3485 Alabama Mortgage and 51.46% of such amount, being collected on the 4600 Alabama Mortgage.

**IT IS ORDERED, THEREFORE**, that (a) the probate judge of the county that the Mortgage shall be recorded in first, shall collect recording tax upon the recordation of the Mortgages in the amount of $23,024.40, and (b) the probate judge of the other county shall collect any applicable fees upon the recordation of the other Mortgage. The probate judge of the first county shall distribute the correct apportionment of tax to the other county.

**DONE** this 8th day of July, 2025.

**ALABAMA DEPARTMENT OF REVENUE**

By: Derrick Coleman
Deputy Commissioner of Revenue

Cameran Clark
As Secretary

Legal Division: K. Elizabeth Jehle