SECURITY INSTRUMENT

ATTACHMENTS:
- **EXHIBIT A - DESCRIPTION OF PROPERTY**
- **EXHIBIT B - NON-BORROWER OWNER RIDER IF ANY PORTION OF PROPERTY NOT OWNED BY BORROWER**

Holland & Knight LLP
1120 S. Tryon Street, Suite 900
Charlotte, North Carolina 28203
Attention: David Iacuzio, Esq.

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Wells Fargo Bank, National Association
600 S. 4th Street
Floor 14
MAC N9300-1400
Minneapolis, MN 55415-1526
Attn: Loan Operations Manager
Loan No. 0000096260

(Space Above For Recorder's Use)

MORTGAGE WITH ABSOLUTE ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING

NAME AND ADDRESS OF MORTGAGOR(S):	HOOVER AL INVESTORS, LLC 4423 Pheasant Ridge Road, Suite 301, Roanoke, Virginia 24014 Organizational Number: S6756375
NAME AND ADDRESS OF BORROWER(S):	EASTCHASE IL-AL INVESTORS, LLC, HANOVER IL INVESTORS, LLC and HOOVER AL INVESTORS, LLC 4423 Pheasant Ridge Road, Suite 301, Roanoke, Virginia 24014
NAME AND ADDRESS OF ADMINISTRATIVE AGENT:	WELLS FARGO BANK, NATIONAL ASSOCIATION 550 South Tryon Street, 20th Floor

	Charlotte, North Carolina 28202 Attention: Sarah Peerson Loan No.: 0000096260
PROPERTY ADDRESS / ABBREVIATED LEGAL DESCRIPTION:	2171 Parkway Lake Drive, Hoover, Alabama 35244 Additional legal description on Exhibit A of this document.
ASSESSOR'S PROPERTY TAX PARCEL ACCOUNT NUMBER(S):	10-9-30-0-001-004.043 and 10-9-30-0-001-004.046

THIS INSTRUMENT COVERS GOODS THAT ARE OR WILL BECOME FIXTURES ON THE DESCRIBED REAL PROPERTY AND SHOULD BE FILED FOR RECORD IN THE REAL PROPERTY RECORDS WHERE MORTGAGES AND DEEDS OF TRUST ON REAL ESTATE ARE RECORDED. THIS INSTRUMENT SHOULD ALSO BE INDEXED AS A UNIFORM COMMERCIAL CODE FINANCING STATEMENT COVERING GOODS THAT ARE OR WILL BECOME FIXTURES ON THE DESCRIBED REAL PROPERTY, THE MAILING ADDRESSES OF THE SECURED PARTY AND THE DEBTOR ARE WITHIN. THE MAXIMUM INDEBTEDNESS SECURED BY PROPERTY DESCRIBED HEREIN AND LOCATED IN SHELBY COUNTY, ALABAMA IS $41,929,618.00.

THIS MORTGAGE WITH ABSOLUTE ASSIGNMETN OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING SECURES A NOTE WHICH PROVIDES FOR A VARIABLE INTEREST RATE

MORTGAGE

Term or Maturity Date (exclusive of any renewal or extension rights): August 29, 2027

THIS MORTGAGE WITH ABSOLUTE ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING ("**Security Instrument**"), made as of August 29, 2025, is granted by HOOVER AL INVESTORS, LLC, a Virginia limited liability company ("**Mortgagor**"), for the benefit of WELLS FARGO BANK, NATIONAL ASSOCIATION, as administrative agent for the Secured Parties (collectively with its successors or assigns, "**Mortgagee**") (hereinafter referred to as "**Administrative Agent**"). Administrative Agent is the mortgagee hereunder for indexing purposes by the clerk of court.

ARTICLE 1. GRANT

1.1 **GRANT**. For the purposes of and upon the terms and conditions in this Security Instrument, Mortgagor irrevocably bargains, conveys, warrants, mortgages, encumbers, transfers, hypothecates, pledges, sells, sets over, assigns and grants a security interest and assigns to Administrative Agent, its successors and assigns, all of that real property located in the City of Hoover, Alabama, described on Exhibit A attached hereto and made a part hereof, together with the Collateral (as defined herein), all right, title, interest, and privileges of Mortgagor now owned or hereafter acquired in and to all streets, ways, roads, and alleys used in connection with or pertaining to such real property, all development rights or credits, licenses and permits, air rights, water, water rights and water stock related to the real property, and all minerals, oil and gas, and other hydrocarbon substances in, on or under the real property, and all appurtenances, easements, estates, tenements, hereditaments, privileges, rights and rights of way appurtenant or related thereto; all buildings and other improvements and fixtures now or hereafter located on the real property, including, but not limited to, all apparatus, equipment and appliances used in the operation or occupancy of the real property and attached or affixed to the real property ("**Improvements**"); all present and future leases, subleases, licenses or occupancy agreements of the Property (as herein defined) or any portion thereof, and all other agreements of any kind relating to the management, leasing, operation, use or occupancy of the Property or any portion thereof, whether now existing or entered into after the date hereof ("**Leases**"); and (b) the rents, revenue, income, receipts, reserves, issues, deposits and profits of the Property, including, without limitation, all amounts payable and all rights and benefits accruing to Mortgagor under the Leases ("**Payments**"). The term "Leases", as referred to herein, shall also include all subleases and other agreements for the use or occupancy of the Property, options, rights of first refusal or guarantees of and security for the tenant's performance thereunder, the right to exercise any landlord's liens and other remedies to which the landlord is entitled, and all amendments, extensions, renewals or modifications thereto which are permitted hereunder; all interest or estate which Mortgagor may hereafter acquire in the property described above, and all additions and accretions thereto, and the proceeds of any of the foregoing; (all of the foregoing being collectively referred to as the "**Property**"). The listing of specific rights or property shall not be interpreted as a limit of general terms.

1.2 **ADDRESS**. The address of the Property (if known) is: 2171 Parkway Lake Drive, Hoover, Alabama 35244. However, neither the failure to designate an address nor any inaccuracy in the address designated shall affect the validity or priority of the lien of this Security Instrument on the Property as described on Exhibit A.

1.3 **WARRANTY OF TITLE; USE OF PROPERTY**. Mortgagor represents and warrants that Mortgagor lawfully holds and possesses fee simple title absolute to the Property without limitation on the right to convey and encumber, and that this Security Instrument is a first and prior lien on the Property subject only to those exceptions approved by Administrative Agent in writing. Mortgagor further warrants that the Property is not used principally for agricultural or farming purposes, and that the Property is not homestead and that all of the Property is a single tax parcel, and there are no properties included in such tax parcel other than the Property. Mortgagor further covenants and agrees that it shall not cause all or any portion of the Property to be replatted or for any lots or boundary lines to be adjusted, changed or altered for either ad valorem tax purposes or otherwise, and shall not consent to the assessment of the Property in more than one tax parcel or in conjunction with any property other than the Property..

1.4 **USE OF PROCEEDS**. Mortgagor represents and warrants to Administrative Agent that the proceeds of the obligations secured hereby shall be used solely for business purposes and in furtherance of the regular business affairs of Mortgagor, and the entire principal obligations secured by this Security Instrument constitute a business loan.

ARTICLE 2. OBLIGATIONS SECURED

2.1 **OBLIGATIONS SECURED**. Mortgagor makes this Security Instrument for the purpose of securing the payment and performance of the following obligations (collectively "**Secured Obligations**"):

(a) Payment to Lenders of all sums at any time owing with interest thereon, according to the terms of that certain Promissory Note (as the same may be amended, modified, supplemented or replaced from time to time, the "**Note**") of even date herewith, in the principal amount of ONE HUNDRED TWENTY-FOUR MILLION, NINE HUNDRED TEN THOUSAND AND NO/100 DOLLARS ($124,910,000.00) executed by EASTCHASE IL-AL INVESTORS, LLC, HANOVER IL INVESTORS, LLC and HOOVER AL INVESTORS, LLC, each a Virginia limited liability company (individually and/or collectively, as the context may require "**Borrower**"), and payable to the order of the Lenders; and

(b) Payment and performance of all covenants and obligations of Mortgagor under this Security Instrument; and

(c) Payment and performance of all covenants and obligations on the part of Borrower under that certain Loan Agreement (as the same may be amended, modified, supplemented or replaced from time to time, the "**Loan Agreement**") of even date herewith by and among Borrower, the lenders from time to time party thereto (collectively, the "**Lenders**"), and Administrative Agent; and

(d) Payment and performance of all covenants and obligations, if any, of any rider attached as an Exhibit to this Security Instrument; and

(e) Payment and performance of all future advances and other obligations that the then record owner of all or part of the Property may agree to pay and/or perform (whether as principal, surety or guarantor) for the benefit of Administrative Agent and/or Lenders, when such future advance or obligation is evidenced by an instrument in writing, which recites that it is secured by this Security Instrument including any and all advances or disbursements of Administrative Agent and/or Lender with respect to the Property for the payment of taxes, assessments, insurance premiums or costs incurred for the protection of the Property; and

(f) Payment and performance of all obligations of Borrower under or in connection with any "Swap Agreement", as defined in the Loan Agreement, at any time entered into between Borrower and any Lender and/or Administrative Agent, together with all modifications, extensions, renewals and replacements thereof; and

(g) All modifications, extensions, novations and renewals of any of the obligations secured hereby, however evidenced, including, without limitation: (i) modifications of the required principal payment dates or interest payment dates or both, as the case may be, deferring or accelerating payment dates wholly or partly; or (ii) modifications, extensions or renewals at a different rate of interest whether or not in the case of a note, the modification, extension or renewal is evidenced by a new or additional promissory note or notes.

2.2 **OBLIGATIONS**. The term "obligations" is used herein in its broadest and most comprehensive sense and shall be deemed to include, without limitation, all interest and charges, prepayment charges (if any), late charges and loan fees at any time accruing or assessed on any of the Secured Obligations together with all costs of collecting the Secured Obligations.

2.3 **INCORPORATION**. All terms of the Secured Obligations and the documents evidencing such obligations are incorporated herein by this reference. All persons who may have or acquire an interest in the Property shall be deemed to have notice of the terms of the Secured Obligations and to have notice, if provided therein, that: (a) the Note or the Loan Agreement may permit borrowing, repayment and re-borrowing so that repayments shall not reduce the amounts of the Secured Obligations; and (b) the rate of interest on one or more Secured Obligations may vary from time to time.

2.4 **MAXIMUM INDEBTEDNESS; FUTURE ADVANCES.** This Security Instrument secures the payment of the entire indebtedness secured hereby; provided, however, that the total amount secured by this Security Instrument (excluding interest, costs, expenses, charges, fees, protective advances and indemnification obligations, all of any type or nature) shall not exceed twice the principal amount of the Loan, plus interest that may have accrued thereon, together with any disbursements made for the payment of taxes, levies or insurance Premiums covered by the lien of this Security Instrument, including interest on all such disbursements.

ARTICLE 3. ASSIGNMENT OF LEASES AND RENTS

3.1 **ASSIGNMENT**. Mortgagor hereby absolutely and irrevocably assigns and transfers to Administrative Agent (for the benefit of Secured Parties) all of Mortgagor's right, title and interest in, to and under all Leases and Payments. This assignment is intended to be and constitutes a present, unconditional and absolute assignment, not an assignment for security purposes only, and Administrative Agent's right to the Leases and Payments is not contingent upon, and may be exercised without possession of, the Property.

3.2 **GRANT OF LICENSE**. Administrative Agent confers upon Mortgagor a revocable license ("**License**") to collect and retain the Payments as they become due and payable, until the occurrence of a Default (as hereinafter defined). Upon a Default, the License shall be automatically revoked and Administrative Agent may collect and apply the Payments pursuant to that certain Section hereof entitled Application of Other Sums without notice and without taking possession of the Property. All payments thereafter collected by Mortgagor shall be held by Mortgagor as trustee under a constructive trust for the benefit of Administrative Agent. Mortgagor hereby irrevocably authorizes and directs the tenants under the Leases to rely upon and comply with any notice or demand by Administrative Agent for the payment to Administrative Agent of any rentals or other sums which may at any time become due under the Leases, or for the performance of any of the tenants' undertakings under the Leases, and the tenants shall have no right or duty to inquire as to whether any Default has actually occurred or is then existing hereunder. Mortgagor hereby relieves the tenants from any liability to Mortgagor by reason of relying upon and complying with any such notice or demand by Administrative Agent. Administrative Agent may apply, in its sole discretion, any Payments so collected by Administrative Agent against any Secured Obligation under the Loan Documents (as defined in the Loan Agreement), whether existing on the date hereof or hereafter arising. Collection of any Payments by Administrative Agent shall not cure or waive any Default or notice of Default or invalidate any acts done pursuant to such notice.

3.3 **EFFECT OF ASSIGNMENT**. The foregoing irrevocable assignment shall not cause Administrative Agent to be: (a) a mortgagee in possession; (b) responsible or liable for the control, care, management or repair of the Property or for performing any of the terms, agreements, undertakings, obligations, representations, warranties, covenants and conditions of the Leases; or (c) responsible or liable for any waste committed on the Property by the tenants under any of the Leases or any other parties; 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, invitee or other person; or (d) responsible for or under any duty to produce rents or profits. Administrative Agent shall not directly or indirectly be liable to Mortgagor or any other person as a consequence of: (i) the exercise or failure to exercise by Administrative Agent, or any of its respective employees, agents, contractors or subcontractors, any of the rights, remedies or powers granted to Administrative Agent hereunder; or (ii) the failure or refusal of Administrative Agent to perform or discharge any obligation, duty or liability of Mortgagor arising under the Leases.

3.4 **REPRESENTATIONS AND WARRANTIES**. Mortgagor represents and warrants that Mortgagor has delivered to Administrative Agent a true, accurate and complete list of all Leases, and that, except as disclosed to Administrative Agent in writing prior to the date hereof, (a) all existing Leases are in full force and effect and are enforceable in accordance with their respective terms, and no breach or default, or event which would constitute a breach or default after notice or the passage of time, or both, exists under any existing Leases on the part of any party; (b) no rent or other payment under any existing Lease has been paid by any tenant for more than one (1) month in advance of its accrual, and payment thereof has not otherwise been forgiven, discounted or compromised; and (c) none of the landlord's interests under any of the Leases has been transferred or assigned.

3.5 **COVENANTS**. Mortgagor covenants and agrees, at Mortgagor's sole cost and expense, to: (a) perform in all material respects, all of the obligations of landlord contained in the Leases and enforce by all available remedies performance by the tenants of the obligations of the tenants contained in the Leases; (b) give Administrative Agent prompt written notice of any material default (including, without limitation, any monetary defaults) which occurs with respect to any of the Leases, whether the default be that of the tenant or of the landlord; (c) exercise Mortgagor's best efforts to keep all portions of the Property that are currently subject to Leases leased at all times at rentals not less than the fair market rental value; (d) deliver to Administrative Agent fully executed, counterpart original(s) of each and every Lease and any modifications or amendments thereto if requested to do so; and (e) execute and record such additional assignments of any Lease or specific subordinations (or subordination, attornment and non-disturbance agreements executed by the landlord and tenant) of any Lease to the Security Instrument, in form and substance acceptable to Administrative Agent, as Administrative Agent may request. Mortgagor shall not, without Administrative Agent 's prior written consent or as otherwise permitted by any provision of the Loan Agreement: (i) enter into any Leases after the date hereof; (ii) execute any other assignment relating to any of the Leases; (iii) materially discount any rent or other sums due under the Leases or collect the same in advance, other than to collect rentals one (1) month in advance of the time when it becomes due under any of the Leases; (iv) terminate, modify or amend any of the terms of the Leases such that consent woud have been requried to enter into such Lease (as modified), as a new lease pursuant to the terms of the Loan Agreement, or in any manner release or discharge the tenants from any obligations thereunder; (v) consent to any assignment or subletting by any tenant under any Lease; or (vi) subordinate or agree to subordinate any of the Leases to any other deed of trust, mortgage, deed to secure debt or encumbrance. Any such attempted amendment, cancellation, modification or other action in violation of the provisions of this Section without the prior written consent of Administrative Agent shall be null and void. Without in any way limiting the requirement of Administrative Agent's consent hereunder, any sums received by Mortgagor in consideration of any termination (or the release or discharge of any tenant), modification or amendment of any Lease shall be applied to reduce the outstanding Secured Obligations and any such sums received by Mortgagor shall be held in trust by Mortgagor for such purpose.

3.6 **ADMINISTRATIVE AGENT RIGHT TO CURE**. Without regard to whether there exists a Default, if there exists a default under a Lease or any other contract collaterally assigned by Borrower to Administrative Agent in connection with the Loan, Mortgagor acknowledges and agrees (A) that Administrative Agent may, at its option, with no obligation to do so, take any actions necessary to cure such default including, without limitation, any actions that require Administrative Agent or its designee to enter onto the Property, (B) to indemnify, defend and hold Indemnitees (defined below) harmless in connection with any such action, and (C) that any money advanced for any such purpose shall be secured hereby and payable by Mortgagor to Administrative Agent on demand, with interest thereon at the Default Rate from the date such amounts are advanced.

ARTICLE 4. SECURITY AGREEMENT AND FIXTURE FILING

4.1 **SECURITY INTEREST**. Mortgagor hereby grants and assigns to Administrative Agent as of the Effective Date (as defined in the Loan Agreement) a security interest, to secure payment and performance of all of the Secured Obligations, in all of the following in which Mortgagor now or at any time hereafter has any interest (collectively, the "**Collateral**"), including, without limitation:

All goods, building and other materials, supplies, inventory, work in process, equipment, machinery, fixtures, furniture, furnishings, signs and other personal property and embedded software included therein and supporting information, wherever situated, which are or are to be incorporated into, used in connection with, or appropriated for use on the Property; together with all Payments and other rents and security deposits derived from the Property; all inventory, accounts, cash receipts, deposit accounts (including impound accounts, if any), accounts receivable, contract rights, licenses, agreements, general intangibles, payment intangibles, software, chattel paper (whether electronic or tangible), instruments, documents, promissory notes, drafts, letters of credit, letter of credit rights, supporting obligations, insurance policies, insurance and condemnation awards and proceeds, proceeds of the sale of promissory notes, any other rights to the payment of money, trade names, trademarks and service marks arising from or related to the ownership, management, leasing, operation, sale or disposition of the Property or any business now or hereafter conducted thereon by Mortgagor; all development rights and credits, and any and all permits, consents, approvals, licenses, authorizations and other rights granted by, given by or obtained from, any governmental entity with respect to the Property; all water and water rights, wells and well rights, canals and canal rights, ditches and ditch rights, springs and spring rights, and reservoirs and reservoir rights appurtenant to or associated with the Property, whether decreed or undecreed, tributary, non-tributary or not non-tributary, surface or underground or appropriated or unappropriated, and all shares of stock in water, ditch, lateral and canal companies, well permits and all other evidences of any of such rights; all deposits or other security now or hereafter made with or given to utility companies by Mortgagor with respect to the Property; all advance payments of insurance premiums made by Mortgagor with respect to the Property; all plans, drawings and specifications relating to the Property; all loan funds held by Administrative Agent, whether or not disbursed; all funds deposited with Administrative Agent pursuant to any loan agreement; all reserves, deferred payments, deposits, accounts, refunds, cost savings and payments of any kind related to the Property or any portion thereof; all of Mortgagor's right, title and interest, now or hereafter acquired, to the payment of money from Administrative Agent to Mortgagor under any Swap Agreement; together with all replacements and proceeds of, and additions and accessions to, any of the foregoing; together with all books, records and files relating to any of the foregoing.

As to all of the above described personal property which is or which hereafter becomes a "fixture" under applicable law, it is intended by Mortgagor and Administrative Agent that this Security Instrument constitutes a fixture filing filed with the real estate records of Shelby County, Alabama, under the Uniform Commercial Code, as amended or recodified from time to time, from the state wherein the Property is located ("**UCC**"). For purposes of this fixture filing, the "**Debtor**" is Mortgagor and the "**Secured Party**" is Administrative Agent. A description of the land which relates to the fixtures is set forth in Exhibit A attached hereto. Mortgagor is the record owner of such land. The filing of a financing statement covering the Collateral shall not be construed to derogate from or impair the lien or provisions of this Security Instrument with respect to any property described herein which is real property or which the parties have agreed to treat as real property. Similarly, nothing in any financing statement shall be construed to alter any of the rights of Administrative Agent under this Security Instrument or the priority of Administrative Agent's lien created hereby, and such financing statement is declared to be for the protection of Administrative Agent in the event any court shall at any time hold that notice of Administrative Agent's priority interest in any property or interests described in this Security Instrument must, in order to be effective against a particular class of persons, including but not limited to the Federal government and any subdivision, agency or entity of the Federal government, be filed in the UCC records.

4.2 **REPRESENTATIONS AND WARRANTIES**. Mortgagor represents and warrants that: (a) Mortgagor has, or will have, good title to the Collateral; (b) Mortgagor has not previously assigned or encumbered the Collateral, and no financing statement covering any of the Collateral has been delivered to any other person or entity; and (c) Mortgagor's principal place of business is located at the address set forth on the cover page of this Security Instrument.

4.3 **COVENANTS**. Mortgagor agrees: (a) to execute and deliver such documents as Administrative Agent deems necessary to create, perfect and continue the security interests contemplated hereby; (b) not to change its name, and as applicable, its chief executive office, its principal residence or the jurisdiction in which it is organized and/or registered without giving Administrative Agent prior written notice thereof; (c) to cooperate with Administrative Agent in perfecting all security interests granted herein and in obtaining such agreements from third parties as Administrative Agent deems necessary, proper or convenient in connection with the preservation, perfection or enforcement of any of its rights hereunder; and (d) that Administrative Agent is authorized to file financing statements in the name of Mortgagor to perfect Administrative Agent's security interest in the Collateral.

4.4 **RIGHTS OF ADMINISTRATIVE AGENT**. In addition to Administrative Agent's rights as a "Secured Party" under the UCC, Administrative Agent may, but shall not be obligated to, at any time without notice and at the expense of Mortgagor: (a) give notice to any person of Administrative Agent's rights hereunder and enforce such rights at law or in equity; (b) insure, protect, defend and preserve the Collateral or any rights or interests of Administrative Agent therein; (c) inspect the Collateral; and (d) endorse, collect and receive any right to payment of money owing to Mortgagor under or from the Collateral.

Upon the occurrence of a Default (hereinafter defined) under this Security Instrument, then in addition to all of Administrative Agent's rights as a "Secured Party" under the UCC or otherwise at law and in addition to Administrative Agent's rights under the Loan Documents:

(a) Administrative Agent may (i) upon written notice, require Mortgagor to assemble any or all of the Collateral and make it available to Administrative Agent at a place designated by Administrative Agent; (ii) without prior notice, enter upon the Property or other place where any of the Collateral may be located and take possession of, collect, sell, lease, license or otherwise dispose of any or all of the Collateral, and store the same at locations acceptable to Administrative Agent at Mortgagor's expense; (iii) sell, assign and deliver at any place or in any lawful manner all or any part of the Collateral and bid and become the purchaser at any such sales; and

(b) Administrative Agent may, for the account of Mortgagor and at Mortgagor's expense: (i) operate, use, consume, sell, lease, license or otherwise dispose of the Collateral as Administrative Agent deems appropriate for the purpose of performing any or all of the Secured Obligations; (ii) enter into any agreement, compromise, or settlement, including insurance claims, which Administrative Agent may deem desirable or proper with respect to any of the Collateral; and (iii) endorse and deliver evidences of title for, and receive, enforce and collect by legal action or otherwise, all indebtedness and obligations now or hereafter owing to Mortgagor in connection with or on account of any or all of the Collateral; and

(c) Any proceeds of any disposition of any Collateral may be applied by Administrative Agent to the payment of expenses incurred by Administrative Agent in connection with the foregoing, including reasonable attorneys' fees, and the balance of such proceeds may be applied by Administrative Agent toward the payment of the Secured Obligations in such order of application as Administrative Agent may from time to time elect.

Notwithstanding any other provision hereof, (i) Administrative Agent shall not be deemed to have accepted any property other than cash in satisfaction of any obligation of Mortgagor to Administrative Agent unless Mortgagor shall make an express written election of said remedy under the UCC or other applicable law and (ii) nothing in this Agreement shall modify Administrative Agent's obligation with respect to the use of funds contained in Article 13 of the Loan Agreement. Mortgagor agrees that Administrative Agent shall have no obligation to process or prepare any Collateral for sale or other disposition. Mortgagor acknowledges and agrees that a disposition of the Collateral in accordance with Administrative Agent's rights and remedies as heretofore provided is a disposition thereof in a commercially reasonable manner and that ten (10) days prior notice of such disposition is commercially reasonable notice.

4.5 **POWER OF ATTORNEY**. Mortgagor hereby irrevocably appoints Administrative Agent as Mortgagor's attorney-in-fact (such agency being coupled with an interest), and as such attorney-in-fact Administrative Agent may, without the obligation to do so, in Administrative Agent's name, or in the name of Mortgagor, prepare, execute and file or record financing statements, continuation statements, applications for registration and like papers necessary to create, perfect or preserve any of Administrative Agent's security interests and rights in or to any of the Collateral, and, upon a Default hereunder, take any other action required of Mortgagor; provided, however, that Administrative Agent as such attorney-in-fact shall be accountable only for such funds as are actually received by Administrative Agent.

ARTICLE 5. RIGHTS AND DUTIES OF THE PARTIES

5.1 **PERFORMANCE OF SECURED OBLIGATIONS**. Mortgagor shall promptly pay and perform each Secured Obligation for which it is responsible hereunder or under the Loan Agreement when due. If Mortgagor fails to timely pay or perform any portion of the Secured Obligations (including taxes, assessments and insurance premiums), or if a legal proceeding is commenced that may adversely affect Administrative Agent's rights in the Property, then Administrative Agent may (but is not obligated to), at Mortgagor's expense, take such action as it considers to be necessary to protect the value of the Property and Administrative Agent's rights in the Property, including the retaining of counsel, and any amount so expended by Administrative Agent will be added to the Secured Obligations and will be payable by Mortgagor to Administrative Agent on demand, together with interest thereon from the date of advance until paid at the default rate provided in the Note.

5.2 **TAXES AND ASSESSMENTS**. Subject to Mortgagor's rights to contest payment of taxes or assessments as may be provided in the Loan Agreement, Mortgagor shall pay prior to delinquency all taxes, assessments, levies and charges imposed by any public or quasi-public authority or utility company which are or which may become a lien upon or cause a loss in value of the Property or any interest therein. Mortgagor shall also pay prior to delinquency all taxes, assessments, levies and charges imposed by any public authority upon Administrative Agent by reason of its interest in any Secured Obligation or in the Property, or by reason of any payment made to Administrative Agent pursuant to any Secured Obligation; provided, however, Mortgagor shall have no obligation to pay taxes which may be imposed from time to time upon Administrative Agent and which are measured by and imposed upon Administrative Agent's net income.

5.3 **LIENS, ENCUMBRANCES AND CHARGES**. Mortgagor shall immediately discharge all liens, claims and encumbrances not approved by Administrative Agent in writing that has or may attain priority over this Security Instrument. Subject to the section of the Loan Agreement entitled "Right of Contest," Mortgagor shall pay when due all obligations secured by, or which may become, liens and encumbrances which shall now or hereafter encumber or appear to encumber all or any part of the Property or Collateral, or any interest therein, whether senior or subordinate hereto.

5.4 **DAMAGES; INSURANCE AND CONDEMNATION PROCEEDS**.

(a) The following (whether now existing or hereafter arising) are all absolutely and irrevocably assigned by Mortgagor to Administrative Agent and, at the request of Administrative Agent, shall be paid directly to Administrative Agent: (i) all awards of damages and all other compensation payable directly or indirectly by reason of a condemnation or proposed condemnation for public or private use affecting all or any part of, or any interest in, the Property or Collateral; (ii) all other claims and awards for damages to, or decrease in value of, all or any part of, or any interest in, the Property or Collateral; (iii) all proceeds of any insurance policies (whether or not expressly required by Administrative Agent to be maintained by Mortgagor, including, but not limited to, earthquake insurance and terrorism insurance, if any) payable by reason of loss sustained to all or any part of the Property or Collateral; and (iv) all interest which may accrue on any of the foregoing. Subject to applicable law, and without regard to any requirement contained in this Security Instrument, Administrative Agent may at its discretion apply all or any of the proceeds it receives to its expenses in settling, prosecuting or defending any claim and may apply the balance to the Secured Obligations in such order and amounts as Administrative Agent in its sole discretion may choose, and/or Administrative Agent may release all or any part of the proceeds to Mortgagor upon any conditions Administrative Agent may impose. Administrative Agent may commence, appear in, defend or prosecute any assigned claim or action and may adjust, compromise, settle and collect all claims and awards assigned to Administrative Agent; provided, however, in no event shall Administrative Agent be responsible for any failure to collect any claim or award, regardless of the cause of the failure, including, without limitation, any malfeasance or nonfeasance by Administrative Agent or its employees or agents.

(b) Provided that no Default then exists, for insurance and condemnation proceeds of less than One Million Dollars ($1,000,000), Borrower, at its sole option, may direct said proceeds to be used for repair or restoration. For insurance and condemnation proceeds of One Million Dollars ($1,000,000) or more or if any Default then exists, at its sole option, Administrative Agent may permit insurance or condemnation proceeds held by Administrative Agent to be used for repair or restoration but may condition such application upon reasonable conditions, including, without limitation: (i) the deposit with Administrative Agent of such additional funds which Administrative Agent determines are needed to pay all costs of the repair or restoration, (including, without limitation, taxes, financing charges, insurance and rent during the repair period); (ii) the establishment of an arrangement for lien releases and disbursement of funds acceptable to Administrative Agent (the arrangement contained in the Loan Agreement for obtaining lien releases and disbursing loan funds shall be deemed reasonable with respect to disbursement of insurance or condemnation proceeds); (iii) the delivery to Administrative Agent of plans and specifications for the work, a contract for the work signed by a contractor acceptable to Administrative Agent, a cost breakdown for the work and a payment and performance bond for the work, all of which shall be acceptable to Administrative Agent; and (iv) the delivery to Administrative Agent of evidence acceptable to Administrative Agent (aa) that after completion of the work the income from the Property will be sufficient to pay all expenses and debt service for the Property; (bb) of the continuation of Leases acceptable to and required by Administrative Agent; (cc) that upon completion of the work, the size, capacity and total value of the Property will be at least as great as it was before the damage or condemnation occurred; (dd) that there has been no material adverse change in the financial condition or credit of Mortgagor and Borrower and any guarantors since the date of this Security Instrument; and (ee) of the satisfaction of any additional conditions that Administrative Agent may reasonably establish to protect its security. Mortgagor hereby acknowledges that the conditions described above are reasonable, and, if such conditions have not been satisfied within thirty (30) days of receipt by Administrative Agent of such insurance or condemnation proceeds, then Administrative Agent may apply such insurance or condemnation proceeds to pay the Secured Obligations in such order and amounts as Administrative Agent in its sole discretion may choose.

5.5 **MAINTENANCE AND PRESERVATION OF THE PROPERTY**. Subject to the provisions of the Loan Agreement, Mortgagor covenants: (a) to insure the Property and Collateral against such risks as Administrative Agent may require as set forth in the Loan Agreement and any supplemental insurance provisions or requirements provided to Mortgagor by Administrative Agent, and, at Administrative Agent's request, to provide evidence of such insurance to Administrative Agent, and to comply with the requirements of any insurance companies providing such insurance; (b) to keep the Property and Collateral in good condition and repair in all material respects; (c) not to remove or demolish the Property or Collateral (other than removal of obsolete personal property that is replaced with personal property of the same utility and of the same or greater value (other than with respect to personal property that is obsolete and not necessary for the efficient use and operation of the Property)) or any part thereof, not to alter or add to the Property or Collateral other than with respect to Permitted Alterations (defined below); (d) to substantially complete or restore promptly and in good and workmanlike manner the Property and Collateral, or any part thereof which may be damaged or destroyed, without regard to whether Administrative Agent elects to require that insurance proceeds be used to reduce the Secured Obligations as provided in that certain Section hereof entitled Damages; Insurance and Condemnation Proceeds; (e) to comply with all laws, ordinances, regulations and standards, and all covenants, conditions, restrictions and equitable servitudes, whether public or private, of every kind and character which affect the Property or Collateral and pertain to acts committed or conditions existing thereon, including, without limitation, any work, alteration, improvement or demolition mandated by such laws, covenants or requirements; (f) not to commit or permit material waste of the Property or Collateral; and (g) to do all other acts which from the character or use of the Property or Collateral may be reasonably necessary to maintain and preserve its value. "**Permitted Alterations**" shall mean alterations (i) that could not be reasonably expected to have a material adverse effect on Borrower's financial condition, the use, value, cash flow or operation of the Property, (ii) the cost of which (including any related alteration, improvement or replacement) is not reasonably anticipated to exceed $100,000.00 and (iii) that are not structural in nature.

5.6 **DEFENSE AND NOTICE OF LOSSES, CLAIMS AND ACTIONS**. At Mortgagor's sole expense, Mortgagor shall protect, preserve and defend the Property and Collateral and title to and right of possession of the Property and Collateral, the security hereof and the rights and powers of Administrative Agent hereunder against all adverse claims. Mortgagor shall give Administrative Agent prompt notice in writing of the assertion of any claim, of the filing of any action or proceeding, of the occurrence of any material damage to the Property or Collateral and of any condemnation offer or action with respect to the Property or Collateral.

5.7 **ACTIONS BY ADMINISTRATIVE AGENT**. From time to time, without affecting the personal liability of any person for payment of any indebtedness or performance of any obligations secured hereby, Administrative Agent, without liability therefor and without notice, may: (a) release all or any part of the Property from this Security Instrument; (b) consent to the making of any map or plat thereof; and (c) join in any grant of easement thereon, any declaration of covenants and restrictions, or any extension agreement or any agreement subordinating the lien or charge of this Security Instrument.

5.8 **DUE ON SALE; ENCUMBRANCE**. If: the Property or any interest therein or if any direct or indirect ownership interest in Mortgagor shall be sold, under contract to sell, transferred, mortgaged, assigned, further encumbered or leased, whether directly or indirectly, whether voluntarily, involuntarily or by operation of law, or if there shall be any change in the management of the Property or Mortgagor; in each case without the prior written consent of Administrative Agent or as expressly permitted by or in accordance with the Loan Agreement; THEN Administrative Agent, in its sole discretion, may at anytime thereafter declare all Secured Obligations immediately due and payable.

5.9 **RELEASES, EXTENSIONS, MODIFICATIONS AND ADDITIONAL SECURITY**. Without notice to or the consent, approval or agreement of any persons or entities having any interest at any time in the Property and Collateral or in any manner obligated under the Secured Obligations ("**Interested Parties**"), Administrative Agent may, from time to time and without notice to Mortgagor or Borrower (i) release any person or entity from liability for the payment or performance of any Secured Obligation; (ii) take any action or make any agreement extending the maturity or otherwise altering the terms or increasing the amount of any Secured Obligation; or (iii) accept additional security or release all or a portion of the Property and Collateral and other security for the Secured Obligations. None of the foregoing actions shall release or reduce the personal liability of any of said Interested Parties, or release or impair the priority of the lien of and security interests created by this Security Instrument upon the Property, the Collateral or any other security provided herein or in the other Loan Documents.

5.10 **SUBROGATION**. Administrative Agent shall be subrogated to the lien of all encumbrances, whether released of record or not, paid in whole or in part by Administrative Agent pursuant to the Loan Documents or by the proceeds of any loan secured by this Security Instrument.

5.11 **RIGHT OF INSPECTION**. Administrative Agent and its agents, representatives and employees, may enter any part of the Property at any reasonable time for the purpose of inspecting the Property and Collateral and ascertaining Mortgagor's compliance with the terms hereof and the other Loan Documents.

5.12 **COMMUNITY FACILITIES DISTRICT**. Without obtaining the prior written consent of Administrative Agent, Mortgagor shall not consent to, or vote in favor of, the inclusion of all or any part of the Property in any assessment district, improvement district, community facilities district, special district, special improvement district, governmental district or other similar district (any such district, a "**Special Assessment District**"). Mortgagor shall immediately give notice to Administrative Agent of any notification or advice that Mortgagor may receive from any municipality or other third party of any intent or proposal to include all or any part of the Property in a Special Assessment District. Administrative Agent shall have the right to file a written objection to the inclusion of all or any part of the Property in a Special Assessment District, either in its own name or in the name of Mortgagor, and to appear at, and participate in, any hearing with respect to the formation of any such district.

ARTICLE 6. DEFAULT PROVISIONS

6.1 **DEFAULT**. For all purposes hereof, the term "**Default**" means (a) at Administrative Agent's option, the failure of Mortgagor or any other person liable to make any payment of principal or interest on the Note or to pay any other amount due hereunder or under the Note when the same is due and payable, whether at maturity, by acceleration or otherwise; or (b) the occurrence of any Default as defined in any one or more of the Loan Agreement, any other Loan Document or any Other Related Document, or an "Event of Default" under any Swap Agreement (as defined therein) between Borrower and any Lender and/or Administrative Agent.

6.2 **RIGHTS AND REMEDIES**. At any time after Default, Administrative Agent shall have each and every one of the following rights and remedies in addition to Administrative Agent's rights under the other Loan Documents or under any Swap Agreement between Borrower, any Lender and/or Administrative Agent:

(a) With or without notice, demand, presentment, notice of nonpayment or nonperformance, protest, notice of protest, notice of intent to accelerate, notice of acceleration, or any other notice or any other action, all of which are hereby waived by Mortgagor and all other parties obligated in any manner whatsoever on the Secured Obligations to declare all Secured Obligations (other than Swap Agreements) immediately due and payable.

(b) Pursuant to the terms of a Swap Agreement between Borrower, any Lender and/or Administrative Agent, terminate such Swap Agreement.

(c) With or without notice, and without releasing Mortgagor or Borrower from any Secured Obligation, and without becoming a mortgagee in possession, to cure any breach or Default of Mortgagor or Borrower and, in connection therewith, to enter upon the Property and do such acts and things as Administrative Agent deems necessary or desirable to protect the security hereof, including, without limitation: (i) to appear in and defend any action or proceeding purporting to affect the security of this Security Instrument or the rights or powers of Administrative Agent under this Security Instrument; (ii) to pay, purchase, contest or compromise any encumbrance, charge, lien or claim of lien which, in the sole judgment of Administrative Agent, is or may be senior in priority to this Security Instrument, the judgment of Administrative Agent being conclusive as between the parties hereto; (iii) to obtain insurance and to pay any premiums or charges with respect to insurance required to be carried under this Security Instrument; or (iv) to employ counsel, accountants, contractors and other appropriate persons.

(d) To commence and maintain an action or actions in any court of competent jurisdiction to foreclose this instrument as a deed of trust or mortgage or to obtain specific enforcement of the covenants of Mortgagor hereunder, and Mortgagor agrees that such covenants shall be specifically enforceable by injunction or any other appropriate equitable remedy and that for the purposes of any suit brought under this subparagraph, Mortgagor waives the defense of laches and any applicable statute of limitations.

(e) To the extent this Security Instrument may encumber more than one property, Administrative Agent at its sole option shall have the right to foreclose any one property or to foreclose en masse. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness to the decree for sale all costs, fees and expenses described in that certain Section hereof entitled Payment of Costs, Expenses and Attorney's Fees which may be paid or incurred by or on behalf of Administrative Agent to prosecute such suit, and such other costs and fees including, but not limited to, appraisers' fees, outlays for documentary and expert evidence, stenographers' charges, publication costs, accounting fees, brokerage commissions, costs of whatever nature or kind to protect and avoid impairment of the Property, and other related costs and fees as shall be necessary.

(f) To apply to a court of competent jurisdiction for and obtain ex parte appointment of a receiver of the Property as a matter of strict right and without regard to the adequacy of the security for the repayment of the Secured Obligations, the existence of a declaration that the Secured Obligations are immediately due and payable, or the filing of a notice of default, and Mortgagor hereby consents to such ex parte appointment and waives notice of any hearing or proceeding for such appointment.

(g) To enter upon, possess, control, lease, manage and operate the Property or any part thereof, to take and possess all documents, books, records, papers and accounts of Mortgagor or the then owner of the Property, to make, terminate, enforce or modify Leases of the Property upon such terms and conditions as Administrative Agent deems proper, to make repairs, alterations and improvements to the Property as necessary, in Administrative Agent's sole judgment, to protect or enhance the security hereof.

(h) To execute a written notice of such Default and of its election to cause the Property to be sold to satisfy the Secured Obligations. As a condition precedent to any such sale, Administrative Agent shall give and record such notice as the law then requires. When the minimum period of time required by law after such notice has elapsed, Administrative Agent, without notice to or demand upon Mortgagor except as required by law, shall sell the Property at the time and place of sale fixed by it in the notice of sale, at one or several sales, either as a whole or in separate parcels and in such manner and order, all as Administrative Agent in its sole discretion may determine, at public auction to the highest bidder for cash, in lawful money of the United States, payable at time of sale. Neither Mortgagor nor any other person or entity other than Administrative Agent shall have the right to direct the order in which the Property is sold. Subject to requirements and limits imposed by law, Administrative Agent may from time to time postpone sale of all or any portion of the Property by public announcement at such time and place of sale. Administrative Agent shall deliver to the purchaser at such sale a deed conveying the Property or portion thereof so sold, but without any covenant or warranty, express or implied. The recitals in the deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Mortgagor or Administrative Agent may purchase at the sale.

(i) To resort to and realize upon the security hereunder and any other security now or later held by Administrative Agent concurrently or successively and in one or several consolidated or independent judicial actions or lawfully taken non-judicial proceedings, or both, and to apply the proceeds received upon the Secured Obligations all in such order and manner as Administrative Agent determines in its sole discretion.

(j) Upon sale of the Property at any foreclosure sale, Administrative Agent may credit bid (as determined by Administrative Agent in its sole and absolute discretion) all or any portion of the Secured Obligations. In determining such credit bid, to the extent permitted by law, Administrative Agent may, but is not obligated to, take into account all or any of the following: (i) appraisals of the Property as such appraisals may be discounted or adjusted by Administrative Agent in its sole and absolute underwriting discretion; (ii) expenses and costs incurred by Administrative Agent with respect to the Property prior to foreclosure; (iii) expenses and costs which Administrative Agent anticipates will be incurred with respect to the Property after foreclosure, but prior to resale, including, without limitation, costs of structural reports and other due diligence, costs to carry the Property prior to resale, costs of resale (e.g. commissions, attorneys' fees, and taxes), costs of any hazardous materials clean-up and monitoring, costs of deferred maintenance, repair, refurbishment and retrofit, costs of defending or settling litigation affecting the Property, and lost opportunity costs (if any), including the time value of money during any anticipated holding period by Administrative Agent; (iv) declining trends in real property values generally and with respect to properties similar to the Property; (v) anticipated discounts upon resale of the Property as a distressed or foreclosed property; (vi) the fact of additional collateral (if any), for the Secured Obligations; and (vii) such other factors or matters that Administrative Agent (in its sole and absolute discretion) deems appropriate. In regard to the above, Mortgagor acknowledges and agrees that: (w) Administrative Agent is not required to use any or all of the foregoing factors to determine the amount of its credit bid; (x) this Section does not impose upon Administrative Agent any additional obligations that are not imposed by law at the time the credit bid is made; (y) the amount of Administrative Agent's credit bid need not have any relation to any loan-to-value ratios specified in the Loan Documents or previously discussed between Mortgagor and Administrative Agent; and (z) Administrative Agent's credit bid may be (at Administrative Agent's sole and absolute discretion) higher or lower than any appraised value of the Property.

(k) Upon the completion of any foreclosure of all or a portion of the Property, commence an action to recover any of the Secured Obligations that remains unpaid or unsatisfied.

(l) Exercise any and all remedies at law, equity, or under the Note, Security Instrument or other Loan Documents for such Default.

6.3 **APPLICATION OF FORECLOSURE SALE PROCEEDS**. Except as may be otherwise required by applicable law, after deducting all costs, fees and expenses of Administrative Agent, including, without limitation, cost of evidence of title and attorneys' fees in connection with sale and costs and expenses of sale and of any judicial proceeding wherein such sale may be made, all proceeds of any foreclosure sale shall be applied: (a) to payment of all sums expended by Administrative Agent under the terms hereof and not then repaid, with accrued interest at the rate of interest specified in the Note to be applicable on or after maturity or acceleration of the Note; (b) to payment of all other Secured Obligations; and (c) the remainder, if any, to the person or persons legally entitled thereto.

6.4 **APPLICATION OF OTHER SUMS**. All sums received by Administrative Agent under this Security Instrument other than those described in that certain Section hereof entitled Rights and Remedies or that certain Section hereof entitled Grant of License, less all costs and expenses incurred by Administrative Agent or any receiver, including, without limitation, attorneys' fees, shall be applied in payment of the Secured Obligations in such order as Administrative Agent shall determine in its sole discretion; provided, however, Administrative Agent shall have no liability for funds not actually received by Administrative Agent.

6.5 **NO CURE OR WAIVER**. Neither Administrative Agent's nor any receiver's entry upon and taking possession of all or any part of the Property and Collateral, nor any collection of rents, issues, profits, insurance proceeds, condemnation proceeds or damages, other security or proceeds of other security, or other sums, nor the application of any collected sum to any Secured Obligation, nor the exercise or failure to exercise of any other right or remedy by Administrative Agent or any receiver shall cure or waive any breach, Default or notice of default under this Security Instrument, or nullify the effect of any notice of default or sale (unless all Secured Obligations then due have been paid and performed and Mortgagor has cured all other defaults), or limit or impair the status of the security, or prejudice Administrative Agent in the exercise of any right or remedy, or be construed as an affirmation by Administrative Agent of any tenancy, lease or option or a subordination of the lien of or security interests created by this Security Instrument.

6.6 **PAYMENT OF COSTS, EXPENSES AND ATTORNEYS' FEES**. Mortgagor agrees to pay to Administrative Agent immediately and without demand all costs and expenses of any kind incurred by Administrative Agent pursuant to this Article (including, without limitation, court costs and attorneys' fees, whether incurred in litigation or not, including, without limitation, at trial, on appeal or in any bankruptcy or other proceeding, or not and the costs of any appraisals obtained in connection with a determination of the fair value of the Property) with interest from the date of expenditure until said sums have been paid at the rate of interest then applicable to the principal balance of the Note as specified therein or as allowed by applicable law. In addition, Mortgagor will pay the costs and fees for title searches, sale guarantees, publication costs, appraisal reports or environmental assessments made in preparation for and in the conduct of any such proceedings or suit. All of the foregoing amounts must be paid to Administrative Agent as part of any reinstatement tendered hereunder. In the event of any legal proceedings, court costs and attorneys' fees shall be set by the court and not by jury and shall be included in any judgment obtained by Administrative Agent.

6.7 **POWER TO FILE NOTICES AND CURE DEFAULTS**. Mortgagor hereby irrevocably appoints Administrative Agent and its successors and assigns, as its attorney-in-fact, which agency is coupled with an interest, to prepare, execute and file or record any document necessary to create, perfect or preserve Administrative Agent's security interests and rights in or to any of the Property and Collateral, and upon the occurrence of an event, act or omission which, with notice or passage of time or both, would constitute a Default, Administrative Agent may perform any obligation of Mortgagor hereunder. Furthermore, Mortgagor hereby authorizes Administrative Agent and its agents or counsel to file financing statements that indicate the collateral (i) as all assets of Mortgagor or words of similar effect or (ii) as being of an equal, greater or lesser scope, or with greater or lesser detail, than as set forth in this Security Agreement and/or this Security Instrument, on behalf of Mortgagor.

6.8 **REMEDIES CUMULATIVE**. All rights and remedies of Administrative Agent provided hereunder are cumulative and are in addition to all rights and remedies provided by applicable law (including specifically that of foreclosure of this instrument as though it were a mortgage) or in any other agreements between Mortgagor and Administrative Agent. No failure on the part of Administrative Agent to exercise any of its rights hereunder arising upon any Default shall be construed to prejudice its rights upon the occurrence of any other or subsequent Default. No delay on the part of Administrative Agent in exercising any such rights shall be construed to preclude it from the exercise thereof at any time while that Default is continuing. Administrative Agent may enforce any one or more remedies or rights hereunder successively or concurrently. By accepting payment or performance of any of the Secured Obligations after its due date, Administrative Agent shall not waive the agreement contained herein that time is of the essence, nor shall Administrative Agent waive either its right to require prompt payment or performance when due of the remainder of the Secured Obligations or its right to consider the failure to so pay or perform a Default.

ARTICLE 7. ACKNOWLEDGEMENT REGARDING ANY SUPPORTED QFCS.

To the extent that the Loan Documents or any Other Related Document provide support, through a guarantee or otherwise, for a Swap Agreement or any other agreement or instrument that is a QFC (as hereinafter defined) (such support, "**QFC Credit Support**" and each such QFC a "**Supported QFC**"), the parties acknowledge and agree as follows with respect to the resolution power of the Federal Deposit Insurance Corporation under the Federal Deposit Insurance Act and Title II of the Dodd-Frank Wall Street Reform and Consumer Protection Act (together with the regulations promulgated thereunder, the "**U.S. Special Resolution Regimes**") in respect of such Supported QFC and QFC Credit Support (with the provisions below applicable notwithstanding that the Loan Documents, any Other Related Document and any Supported QFC may in fact be stated to be governed by the laws of the State of New York and/or of the United States or any other state of the United States):

(a) In the event a Covered Entity (as hereinafter defined) that is party to a Supported QFC (each, a "**Covered Party**") becomes subject to a proceeding under a U.S. Special Resolution Regime, the transfer of such Supported QFC and the benefit of such QFC Credit Support (and any interest and obligation in or under such Supported QFC and such QFC Credit Support, and any rights in property securing such Supported QFC or such QFC Credit Support) from such Covered Party will be effective to the same extent as the transfer would be effective under the U.S. Special Resolution Regime if the Supported QFC and such QFC Credit Support (and any such interest, obligation and rights in property) were governed by the laws of the United States or a state of the United States. In the event a Covered Party or a BHC Act Affiliate (as hereinafter defined) of a Covered Party becomes subject to a proceeding under a U.S. Special Resolution Regime, Default Rights (as hereinafter defined) under the Loan Documents or any Other Related Document that might otherwise apply to such Supported QFC or any QFC Credit Support that may be exercised against such Covered Party are permitted to be exercised to no greater extent than such Default Rights could be exercised under the U.S. Special Resolution Regime if the

Supported QFC and the Loan Documents, or any Other Related Document, were governed by the laws of the United States or a state of the United States.

(b) As used in this Article, the following terms have the following meanings:

(i) "**BHC Act Affiliate**" - of a party means an "affiliate" (as such term is defined under, and interpreted in accordance with, 12 U.S.C. 1841(k)) of such party.

(ii) "**Covered Entity**" - means any of the following:

(A) a "covered entity" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 252.82(b);

(B) a "covered bank" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 47.3(b); or

(C) a "covered FSI" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 382.2(b).

(iii) "**Default Right**" - has the meaning ascribed to that term in, and shall be interpreted in accordance with, 12 C.F.R. §§ 252.81, 47.2 or 382.1, as applicable.

(iv) "**QFC**" - has the meaning ascribed to the term "qualified financial contract" in, and shall be interpreted in accordance with, 12 U.S.C. 5390(c)(8)(D).

ARTICLE 8. MISCELLANEOUS PROVISIONS

8.1 **NOTICES**. All notices, demands, or other communications under this Security Instrument and the other Loan Documents shall be in writing and shall be delivered to the appropriate party at the address set forth below (subject to change from time to time by written notice to all other parties to this Security Instrument). All notices, demands or other communications shall be considered as properly given if delivered personally or sent by first class United States Postal Service mail, postage prepaid, or by Overnight Express Mail or by overnight commercial courier service, charges prepaid, except that notice of Default may be sent by certified mail, return receipt requested, charges prepaid. Notices so sent shall be effective three (3) Business Days after mailing, if mailed by first class mail, and otherwise upon delivery or refusal; provided, however, that non-receipt of any communication as the result of any change of address of which the sending party was not notified or as the result of a refusal to accept delivery shall be deemed receipt of such communication. For purposes of notice, the address of the parties shall be:

Mortgagor:	HOOVER AL INVESTORS, LLC 4423 Pheasant Ridge Road, Suite 301, Roanoke, Virginia 24014 Attention: James R. Smith and Hunter D. Smith
With a copy to:	Smith/Packett Med-Com, LLC 4423 Pheasant Ridge Road, Suite 300 Roanoke, Virginia 24014 Attention: Legal Department
Administrative Agent:	WELLS FARGO BANK, NATIONAL ASSOCIATION 550 South Tryon Street, 20th Floor Charlotte, North Carolina 28202 Attention: Sarah Peerson Loan No.: 0000096260
With a copy to:	Wells Fargo Bank, N.A. 550 S Tryon Street, 22nd Floor MAC: D1086 – 220 Charlotte, North Carolina 28202

	Attention: Transaction Management Director Loan No.: 0000096260 Wells Fargo Bank, National Association Minneapolis Loan Center MAC N9300-140 600 S 4th Street, 14th Floor Minneapolis, Minnesota 55415-1526 Attn: Loan Operations Manager Email: creloanservicingoperations@wellsfargo.com

Any party shall have the right to change its address for notice hereunder to any other location within the continental United States by the giving of thirty (30) days' notice to the other party in the manner set forth hereinabove.

8.2 **ATTORNEYS' FEES AND EXPENSES; ENFORCEMENT**. If the Note is placed with an attorney for collection or if an attorney is engaged by Administrative Agent to exercise rights or remedies or otherwise take actions to collect thereunder or under any other Loan Document, or if suit be instituted for collection, reinforcement of rights and remedies, then in all events, Mortgagor agrees to pay to Administrative Agent all reasonable costs of collection, exercise of remedies or rights or other assertion of claims, including, but not limited to, attorneys' fees, whether or not court proceedings are instituted, and, where instituted, whether in district court, appellate court, or bankruptcy court. In the event of any legal proceedings, court costs and attorneys' fees shall be set by the court and not by jury and shall be included in any judgment obtained by Administrative Agent.

8.3 **NO WAIVER**. No previous waiver and no failure or delay by Administrative Agent in acting with respect to the terms of the Note or this Security Instrument shall constitute a waiver of any breach, default, or failure of condition under the Note, this Security Instrument or the obligations secured thereby. A waiver of any term of the Note, this Security Instrument or of any of the obligations secured thereby must be made in writing and shall be limited to the express written terms of such waiver.

8.4 **SEVERABILITY**. If any provision or obligation under this Security Instrument shall be determined by a court of competent jurisdiction to be invalid, illegal or unenforceable, that provision shall be deemed severed from this Security Instrument and the validity, legality and enforceability of the remaining provisions or obligations shall remain in full force as though the invalid, illegal, or unenforceable provision had never been a part of this Security Instrument.

8.5 **HEIRS, SUCCESSORS AND ASSIGNS**. Except as otherwise expressly provided under the terms and conditions herein, the terms of this Security Instrument shall bind and inure to the benefit of the heirs, executors, administrators, nominees, successors and assigns of the parties hereto, including, without limitation, subsequent owners of the Property or any part thereof; provided, however, that this Section does not waive or modify the provisions of that certain Section entitled Due on Sale or Encumbrance.

8.6 **ATTORNEY-IN-FACT**. Mortgagor hereby irrevocably appoints and authorizes Administrative Agent as Mortgagor's attorney-in-fact, which agency is coupled with an interest, and as such attorney-in-fact Administrative Agent may, without the obligation to do so, execute and/or record in Administrative Agent's or Mortgagor's name any notices, instruments or documents that Administrative Agent deems appropriate to protect Administrative Agent's interest under any of the Loan Documents.

8.7 **TIME**. Time is of the essence of each and every term herein.

8.8 **GOVERNING LAW AND CONSENT TO JURISDICTION**. With respect to matters relating to the creation, perfection and procedures relating to the enforcement of the liens created pursuant to this Security Instrument, this Security Instrument shall be governed by, and construed in accordance with, the laws of Alabama, it being understood that, except as expressly set forth above in this paragraph and to the fullest extent permitted by the laws of Alabama, the laws of New York shall govern any and all matters, claims, controversies or disputes arising under or related to this Security Instrument, the relationship of the parties, and/or the interpretation and enforcement of the rights and duties of the parties relating to this Security Instrument, the Loan Agreement and the other Loan Documents and all of the indebtedness or obligations arising thereunder or hereunder. Mortgagor hereby consents to the jurisdiction of any federal or state court within New York having proper venue and also consent to service of process by any means authorized by New York or federal law.

8.9 **JOINT AND SEVERAL LIABILITY**. The liability of all persons and entities obligated in any manner hereunder and under any of the Loan Documents shall be joint and several.

8.10 **HEADINGS**. All article, section or other headings appearing in this Security Instrument are for convenience of reference only and shall be disregarded in construing this Security Instrument.

8.11 **COUNTERPARTS**. To facilitate execution, this document may be executed in as many counterparts as may be convenient or required. It shall not be necessary that the signature of, or on behalf of, each party, or that the signature of all persons required to bind any party, appear on each counterpart. All counterparts shall collectively constitute a single document. It shall not be necessary in making proof of this document to produce or account for more than a single counterpart containing the respective signatures of, or on behalf of, each of the parties hereto. Any signature page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures thereon and thereafter attached to another counterpart identical thereto except having attached to it additional signature pages.

8.12 **POWERS OF ATTORNEY**. The powers of attorney granted by Mortgagor to Administrative Agent in this Security Instrument shall be unaffected by the disability of the principal so long as any portion of the Loan remains unpaid or unperformed or any obligation under or in connection with a Swap Agreement between Borrower, any Lender and/or Administrative Agent remains unpaid or unperformed. Administrative Agent shall have no obligation to exercise any of the foregoing rights and powers in any event. Administrative Agent hereby discloses that it may exercise the foregoing powers of attorney for Administrative Agent's benefit, and such authority need not be exercised for Borrower's best interest.

8.13 **DEFINED TERMS**. Unless otherwise defined herein, capitalized terms used in this Security Instrument shall have the meanings attributed to such terms in the Loan Agreement.

8.14 **RULES OF CONSTRUCTION**. The word "**Borrower**" as used herein shall include both the named Borrower and any other person at any time assuming or otherwise becoming primarily liable for all or any part of the obligations of the named Borrower under the Note and the other Loan Documents. The term "person" as used herein shall include any individual, company, trust or other legal entity of any kind whatsoever. If this Security Instrument is executed by more than one person, the term "**Mortgagor**" shall include all such persons. The word "**Lenders**" as used herein shall include Lenders, their successors, assigns and affiliates. The word "**Administrative Agent**" as used herein shall include Administrative Agent, its successors, assigns and affiliates. The term "**Property**" and "**Collateral**" means all and any part of the Property and Collateral, respectively, and any interest in the Property and Collateral, respectively.

8.15 **USE OF SINGULAR AND PLURAL; GENDER**. When the identity of the parties or other circumstances make it appropriate, the singular number includes the plural, and the masculine gender includes the feminine and/or neuter.

8.16 **EXHIBITS, SCHEDULES AND RIDERS**. All exhibits, schedules, riders and other items attached hereto are incorporated into this Security Instrument by such attachment for all purposes.

8.17 **INCONSISTENCIES**. In the event of any inconsistencies between the terms of this Security Instrument and the terms of the Loan Agreement or Note, including without limitation, provisions regarding collection and application of Property revenue, required insurance, tax impounds, and transfers of the Property, the terms of the Loan Agreement or Note, as applicable, shall prevail.

8.18 **MERGER**. No merger shall occur as a result of Administrative Agent's acquiring any other estate in, or any other lien on, the Property unless Administrative Agent consents to a merger in writing and in accordance with the terms of the Loan Agreement.

8.19 **WAIVER OF MARSHALLING RIGHTS**. Mortgagor, for itself and for all parties claiming through or under Mortgagor, and for all parties who may acquire a lien on or interest in the Property and Collateral, hereby waives all rights to have the Property and Collateral and/or any other property, which is now or later may be security for any Secured Obligation marshalled upon any foreclosure of the lien of this Security Instrument or on a foreclosure of any other lien or security interest against any security for any of the Secured Obligations. Administrative Agent shall have the right to sell, and any court in which foreclosure proceedings may be brought shall have the right to order a sale of, the Property and any or all of the Collateral or other property as a whole or in separate parcels, in any order that Administrative Agent may designate.

8.20 **ADVERTISING**. In connection with the Loan, Mortgagor hereby agrees that Wells Fargo & Company and its subsidiaries ("**Wells Fargo**") may publicly identify details of the Loan in Wells Fargo advertising and public communications of all kinds, including, but not limited to, press releases, direct mail, newspapers, magazines, journals, e-mail, or internet advertising or communications. Such details may include the name of the Property, the address of the Property, the amount of the Loan, the date of the closing and a description of the size/location of the Property.

8.21 **SUBORDINATION OF PROPERTY MANAGER'S LIEN**. Any property management agreement for the Property entered into prior to, concurrent herewith or hereafter with a property manager shall contain a provision whereby the property manager agrees that any and all mechanics lien rights that the property manager or anyone claiming by, through or under the property manager may have in the Property shall be subject and subordinate to the lien of this Security Instrument and shall provide that Administrative Agent may terminate such agreement at any time after the occurrence of a Default hereunder. Such property management agreement or a short form thereof, at Administrative Agent's request, shall be recorded with the County Recorder of the county where the Property is located. In addition, if the property management agreement in existence as of the date hereof does not contain a subordination provision, Mortgagor shall cause the property manager under such agreement to enter into a subordination of the management agreement with Administrative Agent, in recordable form, whereby such property manager subordinates present and future lien rights and those of any party claiming by, through or under such property manager to the lien of this Security Instrument.

8.22 **INTEGRATION; INTERPRETATION**. The Loan Documents contain or expressly incorporate by reference the entire agreement of the parties with respect to the matters contemplated therein and supersede all prior negotiations or agreements, written or oral. The Loan Documents shall not be modified except by written instrument executed by all parties. Any reference to the Loan Documents includes any amendments, renewals or extensions now or hereafter approved by Administrative Agent in writing. The Loan Documents grant further rights to Administrative Agent and contain further agreements and affirmative and negative covenants by Mortgagor which apply to this Security Instrument and to the Property and Collateral and such further rights and agreements are incorporated herein by this reference. Where Mortgagor and Borrower are not the same, "**Mortgagor**" means the owner of the Property in any provision dealing with the Property, "**Borrower**" means the obligor in any provision dealing with the Secured Obligations.

IN WITNESS WHEREOF, Mortgagor has duly executed and delivered this Security Instrument as of the date set forth above.

MORTGAGOR:

HOOVER AL INVESTORS, LLC, a Virginia limited liability company

By: SP Hoover, LLC, a Virginia limited liability company, its Sole Member

By: Smith/Packett Med-Com, LLC, a Virginia limited liability company, its Manager

By: ______________________
Name: Hunter D. Smith
Title: Chairman Manager

ACKNOWLEDGMENT

STATE OF South Carolina)
) ss:
COUNTY OF Charleston)

I, Delia Bazemore, a Notary Public in and for said County in said State, hereby certify that Hunter D. Smith, whose name as Chairman Manager of Smith/Packett Med-Com, LLC, a Virginia limited liability company, Manager of SP Hoover, LLC, a Virginia limited liability company, Sole Member of HOOVER AL INVESTORS, LLC, a Virginia limited liability company, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he/she/they, as such officer and with full authority, executed the same voluntarily for and as the act of said limited liability company, as of the date hereof.

Given under my hand and official seal on 13th Aug, 2025.

[S E A L]

Delia Bazemore
Notary Public, State of South Carolina

My Commission Expires:

3/1/2033

Delia Bazemore
Printed Name of Notary Public

EXHIBIT A - DESCRIPTION OF PROPERTY

Exhibit A to MORTGAGE WITH ABSOLUTE ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING between HOOVER AL INVESTORS, LLC, a Virginia limited liability company, as Mortgagor and WELLS FARGO BANK, NATIONAL ASSOCIATION, as "Administrative Agent", dated as of August 29, 2025.

All that certain real property located in the City of Hoover, State of Alabama, described as follows:

Property Address: 2171 Parkway Lake Drive, Hoover, Alabama 35244

LEGAL DESCRIPTION

The land referred to in this policy is situated in the County of Shelby, State of Alabama, and described as follows:

PARCEL 1:

Part of the SW 1/4 of Section 19, and part of the NW 1/4 of Section 30, both in Township 19 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows: From an existing iron rebar being at a point of intersection with the East right of way line of U.S. Highway No. 31 and the North right of way line of Parkway Lake Drive, as shown on a map of Parkway Lake Drive Relocation as recorded in Map Book 30, Page 61 in the Office of the Judge of Probate, Shelby County, Alabama, run in an Easterly direction along the North right of way line of said Parkway Lake Drive for a distance of 120.24 feet to an existing iron rebar being the point of beginning; thence turn an angle to the left of 94 degrees 20 minutes 50 seconds and run in a Northerly direction for a distance of 141.17 feet to an existing iron rebar; thence turn an angle to the left of 1 degree 08 minutes 07 seconds and run in a Northerly direction for a distance of 110.40 feet; thence turn an angle to the right of 53 degrees 18 minutes 50 seconds and run in a Northeasterly direction for a distance of 35.78 feet; thence turn an angle to the right of 25 degrees 40 minutes 42 seconds and run in a Northeasterly direction for a distance of 34.66 feet; thence turn an angle to the left of 12 degrees 16 minutes 36 seconds and run in a Northeasterly direction for a distance of 57.09 feet; thence turn an angle to the left of 43 degrees 20 minutes 33 seconds and run in a Northeasterly direction for a distance of 64.60 feet; thence turn an angle to the left of 118 degrees 19 minutes 41 seconds and run in a Westerly direction for a distance of 99.82 feet; thence turn an angle to the right of 21 degrees 40 minutes 26 seconds and run in a Northwesterly direction for a distance of 35.52 feet; thence turn an angle to the right of 58 degrees 03 minutes 11 seconds and run in a Northwesterly direction for a distance of 34.09 feet; thence turn an angle to the right of 11 degrees 38 minutes 07 seconds and run in a Northerly direction for a distance of 15.82 feet to a point of intersection with the East right of way line of U.S. Highway No. 31; thence turn an angle to the right of 9 degrees 13 minutes 37 seconds and run in a Northeasterly direction along the East right of way line of said U.S. Highway No. 31 for a distance of 123.48 feet to an existing iron rebar; thence turn an angle to the right of 83 degrees 40 minutes 55 seconds and run in an Easterly direction for a distance of 628.01 feet to an existing iron rebar being on the West right of way line of Parkway River Road and being in a curve, said curve being concave in a Westerly direction and having a central angle of 9 degrees 54 minutes 46 seconds and a radius of 691.60 feet; thence turn an angle to the right (85 degrees 09 minutes 01 seconds to the chord of said curve) and run in a Southerly direction along the

West right of way line of said Parkway River Road and along the arc of said curve for a distance of 119.65 feet to an existing iron rebar; thence continue in a Southerly direction along a line tangent to the end of said curve and along the West right of way line of said Parkway River Road for a distance of 16.51 feet to an existing iron rebar and the point of beginning of a new curve, said latest curve being concave in an Easterly direction and having a central angle of 2 degrees 56 minutes 26 seconds and a radius of 360.34 feet; thence turn an angle to the left and run in a Southerly direction along the West right of way line of said Parkway River Road and along the arc of said curve for a distance of 18.49 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the right (86 degrees 17 minutes 50 seconds from the Chord of last mentioned curve) and run in a Westerly direction for a distance of 10.48 feet to an existing iron rebar set by Laurence D. Weygand and being on the curved Westerly right of way line of Parkway River Road, said curve being concave in a Northeasterly direction and having a central angle of 27 degrees 47 minutes 33 seconds and a radius of 443.10 feet; thence turn an angle to the left (103 degrees 57 minutes 41 seconds to the chord of said curve) and run in a Southerly and Southeasterly direction along the arc of said curve and along the West right of way line of Parkway River Road for a distance of 214.93 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the right (55 degrees 01 minutes 55 1/2 seconds from last mentioned chord) and run in a Southwesterly direction along the West right of way line of Parkway Lake Drive for a distance of 104.50 feet to an existing iron rebar and to a point on a curve, said curve being concave in a Southeasterly direction and having a central angle of 6 degrees 29 minutes 08 seconds and a radius of 777.04 feet; thence turn an angle to the right (36 degrees 52 minutes 42 seconds to the chord of said curve) and run in a Southwesterly direction along the arc of said curve and along the Northwest right of way line of Parkway Lake Drive for a distance of 87.96 feet to an existing iron rebar; thence run in a Southwesterly direction along the Northwest right of way line of said Parkway Lake Drive for a distance of 178.87 feet to an existing iron rebar being the point of beginning of a new curve, said latest curve being concave in a Northerly direction, having a central angle of 21 degrees 54 minutes 12 seconds and a radius of 894.01 feet; thence turn an angle to the right and run in a Southwesterly and Westerly direction along the arc of said curve and along the North right of way line of Parkway Lake Drive for a distance of 341.77 feet to an existing iron rebar; thence turn an angle to the right (46 degrees 01 minutes from the chord of last mentioned curve) and run in a Northwesterly direction along the North right of way line of Parkway Lake Drive for a distance of 83.08 feet to an existing iron rebar; thence turn an angle to the left of 30 degrees 28 minutes 17 seconds and run in a Westerly direction along the North right of way line of Parkway Lake Drive for a distance of 1.06 feet, more or less, to the point of beginning.

The above described property is also described as Parcel 1 of the Final Plat of the Hoover Senior Living Facility as recorded in Map Book 55, Page 74 in the Office of the Judge of Probate of Shelby County Alabama.

PARCEL 2:

Part of the SW 1/4 of Section 19 and part of the NW 1/4 of the of Section 30, both in Township 19 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows: Beginning at an existing iron rebar being at a point of intersection of the East right of way line of US Highway No. 31 and the north right of way line of Parkway Lake Drive as shown in a map of Parkway Lake Drive Relocation, as recorded in Map Book 30, Page 61 in the Office of the Judge of Probate of Shelby County, Alabama, run in an Easterly direction along the North line of said Parkway Lake Drive for a distance of 57.69 feet; thence turn an angle to the left of 102 degrees 16 minutes 15 seconds and run in a Northerly direction for a distance of 155.02 feet; thence turn an angle to the left of 77 degrees 34 minutes 39 seconds and run in a Westerly direction for a distance of 24.34 feet to a point on the East right of way line of US Highway No. 31; thence turn an angle to the left of 90 degrees and run in a Southerly direction along the East right of way line of said U.S. Highway No. 31 for a distance of 151.54 feet, more or less, to the point of beginning.

PARCEL 3:

Together with and subject to easement set forth in Drainage Facilities Easement Agreement between PCS, LLC and Hoover AL Investors, LLC as recorded in 20210813000395830.

EXHIBIT B - CROSS-DEFAULT/CROSS-COLLATERALIZATION RIDER

Exhibit B to MORTGAGE WITH ABSOLUTE ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING (hereinafter referred to as "**Security Instrument**") dated as of August 29, 2025, executed by HOOVER AL INVESTORS, LLC, a Virginia limited liability company ("**Mortgagor**") for the benefit of WELLS FARGO BANK, NATIONAL ASSOCIATION, as administrative agent for the Secured Parties (collectively with its successors or assigns, "**Mortgagee**")(hereinafter referred to as "**Administrative Agent**").

1. **ADDITIONAL SECURITY – OBLIGATIONS SECURED BY OTHER SECURITY INSTRUMENT**. In addition to the obligations secured by this Security Instrument and described as "**Secured Obligations**" herein, this Security Instrument shall also secure the payment and performance of all obligations secured by that certain (i) MORTGAGE WITH ABSOLUTE ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING for the benefit of Lender, as mortgagee, dated August 29, 2025, and recorded on __________, as Book No. __________ at Page No. __________ of the __________ of __________ Montgomery County, Alabama, and (ii) DEED OF TRUST WITH ABSOLUTE ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING for the benefit of Lender, as beneficiary, dated August 29, 2025, and recorded on __________, as Book No. __________ at Page No. __________ of the __________ of Hanover County, Virginia (as the same may be amended, modified, supplemented or replaced from time to time, collectively, the "**Other Security Instrument**"). Any default under the Other Security Instrument shall, at Lender's option, constitute a default under this Security Instrument (Loan No.: 0000096260).

2. **ADDITIONAL SECURITY – OBLIGATIONS SECURED BY SECURITY INSTRUMENT**. In addition to the obligations secured by the Other Security Instrument, the Other Security Instrument shall also secure the payment and performance of all obligations secured by this Security Instrument.

3. **DEFAULT – OTHER SECURITY INSTRUMENT**. A Default under the Other Security Instrument, as defined therein, shall, at Administrative Agent's option, constitute a Default under this Security Instrument.

4. **DEFAULT – SECURITY INSTRUMENT**. A Default under this Security Instrument shall, at Administrative Agent's option, constitute a Default under the Other Security Instrument.

5. **WAIVER OF MARSHALLING RIGHTS**. Mortgagor waives all rights to have all or part of the Property and Collateral described in this Security Instrument and/or the Other Security Instrument marshalled upon any foreclosure of this Security Instrument or the Other Security Instrument. Administrative Agent shall have the right to sell, and any court in which foreclosure proceedings may be brought shall have the right to order a sale of the Property and Collateral described in either or both of said security instruments as a whole or in separate parcels, in any order that Administrative Agent may designate. Mortgagor makes this waiver for itself, for all persons and entities claiming through or under Mortgagor and for persons and entities who may acquire a lien or security interest on all or any part of the Property and Collateral described in either of said security instruments, or on any interest therein.

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

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

7. **NON-IMPAIRMENT**. Except as supplemented and/or modified by this Security Instrument, all of the terms, covenants and conditions of the Other Security Instrument and the other loan documents executed in connection therewith shall remain in full force and effect.

8. **LIEN OF SECURITY INSTRUMENT AND OTHER SECURITY INSTRUMENT**. Mortgagor and Administrative Agent acknowledge and agree that: this Security Instrument shall constitute a lien or charge upon only that property described herein as the "**Property**"; and the Other Security Instrument shall constitute a lien or charge upon only that property described therein as the "**Property**".

SHELBY COUNTY ALABAMA

Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County Clerk
Shelby County, AL
09/02/2025 01:51:43 PM
$62994.55 PAYGE
20250902000269040