

Prepared by, and after recording
return to:

Zachary D. Imboden, Esquire
Troutman Pepper Locke LLP
P.O. Box 1122
Richmond, Virginia 23218

NCS-2B7QAL01

ASSUMPTION AND RELEASE AGREEMENT

Longmeadow Mobile Home Park

ASSUMPTION AND RELEASE AGREEMENT

This ASSUMPTION AND RELEASE AGREEMENT ("**Agreement**") is dated as of the 15th day of October, 2025 by and among **LONGMEADOW FMHC, LLC**, a Delaware limited liability company ("**Transferor**"), **LONGMEADOW LE, LLC**, a Delaware limited liability company ("**Transferee**"), **CIRRUS GROUP LLC**, a Utah limited liability company ("**Original Guarantor**"), **URI MINKOFF and DAVID MINKOFF** (individually and collectively, "**New Guarantor**") and **FANNIE MAE**, a corporation duly organized under the Federal National Mortgage Association Charter Act, as amended, 12 U.S.C. §1716 et seq., and existing under the laws of the United States ("**Fannie Mae**").

RECITALS:

A. Pursuant to that certain Multifamily Loan and Security Agreement dated as of May 10, 2021, executed by and between Transferor and Berkadia Commercial Mortgage LLC, a Delaware limited liability company ("**Original Lender**") (as amended, restated, replaced, supplemented or otherwise modified from time to time, the "**Loan Agreement**"), Original Lender made a loan to Transferor in the original principal amount of Seven Million Two Hundred Thousand and 00/100 Dollars (\$7,200,000.00) (the "**Mortgage Loan**"), as evidenced by, among other things, that certain Multifamily Note dated as of May 10, 2021, executed by Transferor and made payable to Original Lender in the amount of the Mortgage Loan (as amended, restated, replaced, supplemented or otherwise modified from time to time, the "**Note**"), which Note has been assigned to Fannie Mae. The current servicer of the Mortgage Loan is Berkadia Commercial Mortgage LLC, a Delaware limited liability company ("**Loan Servicer**").

B. In addition to the Loan Agreement, the Mortgage Loan and the Note are secured by, among other things, a Multifamily Mortgage, Deed of Trust or Deed to Secure Debt dated as of May 10, 2021 and recorded in the land records of Shelby County, Alabama ("**Land Records**") as Instrument #20210511000232130 (as amended, restated, replaced, supplemented or otherwise modified from time to time, the "**Security Instrument**") encumbering the land as more particularly described in Exhibit A attached hereto (the "**Mortgaged Property**").

C. The Security Instrument has been assigned to Fannie Mae pursuant to that certain Assignment of Security Instrument executed on May 3, 2021 and effective as of May 10, 2021 and recorded in the Land Records as Instrument #20210511000232140.

D. The Loan Agreement, the Note, the Security Instrument, that certain Environmental Indemnity Agreement made by Borrower for the benefit of Original Lender dated as of the date of the Loan Agreement (the "**Environmental Indemnity Agreement**") and any other documents executed in connection with the Mortgage Loan, including those listed on Exhibit B to this Agreement, are referred to collectively as the "**Loan Documents**." Transferor is liable for the payment and performance of all of Transferor's obligations under the Loan Documents.

E. Original Guarantor is liable under the Guaranty of Non-Recourse Obligations and Guaranty (Payment) dated as of May 10, 2021 (the "**Guaranty**").

F. Each of the Loan Documents has been duly assigned or endorsed to Fannie Mae.

G. Fannie Mae has been asked to consent to (i) the transfer of the Mortgaged Property to Transferee and the assumption by Transferee of the obligations of Transferor under the Loan Documents other than the Guaranty (the “**Transfer**”) and (ii) the release of Original Guarantor from its obligations under the Guaranty and acceptance of the assumption by New Guarantor of Original Guarantor’s obligations under the Guaranty (the “**Guarantor Assumption**”).

H. Fannie Mae has agreed to consent to the Transfer and Guarantor Assumption subject to the terms and conditions stated below.

AGREEMENTS:

NOW, THEREFORE, in consideration of the mutual covenants in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Recitals.

The recitals set forth above are incorporated herein by reference.

2. Defined Terms.

Capitalized terms used and not specifically defined herein have the meanings given to such terms in the Loan Agreement. The following terms, when used in this Agreement, shall have the following meanings:

“**Amended Loan Agreement**” means either (a) the Amendment to Multifamily Loan and Security Agreement executed by Transferee and Fannie Mae dated as of even date herewith, together with the Loan Agreement, or (b) the Amended and Restated Multifamily Loan and Security Agreement executed by Transferee and Fannie Mae dated as of even date herewith. The Amended Loan Agreement must (1) update the Summary of Loan Terms to identify the New Guarantor, any new Key Principals, and any new Principals), and to modify the notice provisions, (2) include an updated organizational chart that complies with the then published Organizational Chart Requirements, and (3) modify any other loan terms required in connection with the assumption.

“**Claims**” means any and all possible claims, demands, actions, costs, expenses and liabilities whatsoever, known or unknown, at law or in equity, originating in whole or in part, on or before the date of this Agreement, which Transferor, Original Guarantor, or any of their respective partners, members, officers, agents or employees, may now or hereafter have against the Indemnites, if any and irrespective of whether any such claims arise out of contract, tort, violation of laws, or regulations, or otherwise in connection with any of the Loan Documents, including, any contracting for, charging, taking, reserving, collecting or receiving interest in excess of the highest lawful rate applicable thereto and any loss, cost or damage, of any kind or character, arising out of or in any way connected with or in any way resulting from the acts, actions or omissions of the Indemnites, including any requirement that the Loan Documents be modified as a condition to the transactions contemplated by this Agreement, any charging, collecting or contracting for prepayment premiums, transfer fees, or assumption fees, any breach of fiduciary duty, breach of any duty of fair dealing, breach of confidence, breach of funding commitment, undue influence, duress, economic coercion, violation of any federal or state securities or Blue Sky laws or regulations, conflict of interest, negligence, bad faith, malpractice, violations of the Racketeer Influenced and Corrupt Organizations Act, intentional or negligent infliction of mental distress, tortious interference with contractual relations, tortious interference with corporate governance or

prospective business advantage, breach of contract, deceptive trade practices, libel, slander, conspiracy or any claim for wrongfully accelerating the Note or wrongfully attempting to foreclose on any collateral relating to the Mortgage Loan, but in each case only to the extent permitted by applicable law.

"Indemnitees" means, collectively, Original Lender, Fannie Mae, Loan Servicer and their respective successors, assigns, agents, directors, officers, employees and attorneys, and each current or substitute trustee under the Security Instrument.

"Transfer Fee" means \$71,559.62.

3. Assumption of Transferor's Obligations.

Transferor hereby assigns and Transferee hereby assumes all of the payment and performance obligations of Transferor set forth in the Note, the Security Instrument, the Loan Agreement, and the other Loan Documents other than the Guaranty in accordance with their respective terms and conditions, as the same may be modified from time to time, including payment of all sums due under the Loan Documents. Transferee further agrees to abide by and be bound by all of the terms of the Loan Documents, all as though each of the Loan Documents other than the Guaranty had been made, executed and delivered by Transferee.

4. Assumption by New Guarantor; Release of Transferor and Original Guarantor.

New Guarantor hereby assumes all liability of Original Guarantor under the provisions of the Guaranty. In connection with the Guarantor Assumption, New Guarantor is entering into an Amended and Restated Guaranty.

In reliance on Transferor's, Original Guarantor's, Transferee's, and New Guarantor's representations and warranties in this Agreement, Fannie Mae releases Transferor and Original Guarantor from all of their respective obligations under the Loan Documents; provided, however, that Transferor is not released from any liability pursuant to this Agreement or the Environmental Indemnity, and Original Guarantor is not released from any liability pursuant to this Agreement or the Guaranty, with respect to guaranteed obligations of Transferor under the Environmental Indemnity, in each instance under which liability arises and accrues prior to the date hereof, regardless of when such environmental liability is discovered. If any material element of the representations and warranties made by Transferor and Original Guarantor contained herein is false as of the date of this Agreement, then the release set forth in this Section 4 will be deemed cancelled as of the date of this Agreement and Transferor and Original Guarantor will remain obligated under the Loan Documents as though there had been no such release.

5. Transferor's and Original Guarantor's Representations and Warranties.

Transferor and Original Guarantor represent and warrant to Fannie Mae as of the date of this Agreement that:

(a) the Note has an unpaid principal balance of \$7,155,962.32 and prior to default currently bears interest at the rate of three and fifty-one hundredths percent (3.51%) per annum;

(b) the Loan Documents require that monthly payments of principal and interest in the amount of \$32,371.42 be made on or before the first (1st) day of each month, continuing to and

including June 1, 2031, when all sums due under the Loan Documents will be immediately due and payable in full;

(c) there are no defenses, offsets or counterclaims to the Note, the Security Instrument, the Loan Agreement, the Guaranty or the other Loan Documents;

(d) there are no defaults by Transferor under the provisions of the Note, the Security Instrument, the Loan Agreement, the Guaranty or the other Loan Documents;

(e) all provisions of the Note, the Security Instrument, the Loan Agreement, the Guaranty and other Loan Documents are in full force and effect; and

(f) there are no subordinate liens covering or relating to the Mortgaged Property, nor are there any mechanics' liens or liens for unpaid taxes or assessments encumbering the Mortgaged Property, nor has notice of a lien or notice of intent to file a lien been received except for mechanics' or materialmen's liens which attach automatically under the laws of the Governmental Authority upon the commencement of any work upon, or delivery of any materials to, the Mortgaged Property and for which Transferor is not delinquent in the payment for any such services or materials.

6. Transferee's and New Guarantor's Representations and Warranties.

Transferee and New Guarantor represent and warrant to Fannie Mae as of the date of this Agreement that neither Transferee nor any New Guarantor has any knowledge that any of the representations made by Transferor and Original Guarantor in Section 5 above are not true and correct.

7. Consent to Transfer.

(a) Fannie Mae hereby consents to (i) the Transfer and to the assumption by Transferee of all of the obligations of Transferor under the Loan Documents other than the Guaranty, and (ii) Transfer and to the assumption by New Guarantor of all of the obligations of Original Guarantor under the Loan Documents subject to the terms and conditions set forth in this Agreement. Fannie Mae's consent to the transfer of the Mortgaged Property to Transferee is not intended to be and shall not be construed as a consent to any subsequent transfer which requires Lender's consent pursuant to the terms of the Loan Agreement.

(b) Transferor, Transferee, New Guarantor and Original Guarantor understand and intend that Fannie Mae will rely on the representations and warranties contained herein.

8. Consent to Guarantor Assumption.

Fannie Mae hereby consents to the Guarantor Assumption, subject to the terms and conditions set forth in this Agreement. Fannie Mae's consent to the Guarantor Assumption is not intended to be and shall not be construed as a consent to any subsequent transfer which requires Lender's consent pursuant to the terms of the Loan Agreement.

9. Amendment and Modification of Loan Documents.

As additional consideration for Fannie Mae's consent to the Transfer and Guarantor Assumption as provided herein, Transferee, New Guarantor and Fannie Mae hereby agree to a modification and amendment of the Loan Documents as set forth in the Amended Loan Agreement.

10. Consent to Key Principal Change.

The parties hereby agree that the party identified as Key Principal in the Loan Agreement is hereby changed to Uri Minkoff and David Minkoff.

11. Limitation of Amendment.

Except as expressly stated herein, all terms and conditions of the Loan Documents, including the Loan Agreement, Note, Security Instrument and Guaranty, shall remain unchanged and in full force and effect.

12. Further Assurances.

Transferee and New Guarantor agree at any time and from time to time upon request by Fannie Mae to take, or cause to be taken, any action and to execute and deliver any additional documents which, in the opinion of Fannie Mae, may be necessary in order to assure to Fannie Mae the full benefits of the amendments contained in this Agreement.

13. Modification.

This Agreement embodies and constitutes the entire understanding among the parties with respect to the transactions contemplated herein, and all prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are merged into this Agreement. Neither this Agreement nor any provision hereof may be waived, modified, amended, discharged, or terminated except by an instrument in writing signed by the party against which the enforcement of such waiver, modification, amendment, discharge, or termination is sought, and then only to the extent set forth in such instrument. Except as expressly modified by this Agreement, the Loan Documents shall remain in full force and effect and this Agreement shall have no effect on the priority or validity of the liens set forth in the Security Instrument or the other Loan Documents, which are incorporated herein by reference. Transferee and New Guarantor hereby ratify the agreements made by Transferor and Original Guarantor to Fannie Mae in connection with the Mortgage Loan and agree(s) that, except to the extent modified hereby, all of such agreements remain in full force and effect.

14. Priority; No Impairment of Lien.

Nothing set forth herein shall affect the priority, validity or extent of the lien of any of the Loan Documents, nor, except as expressly set forth herein, release or change the liability of any party who may now be or after the date of this Agreement, become liable, primarily or secondarily, under the Loan Documents.

15. Costs.

Transferee and Transferor agree to pay all fees and costs (including attorneys' fees) incurred by Fannie Mae and the Loan Servicer in connection with Fannie Mae's consent to and approval of the Transfer, Guarantor Assumption, and the Transfer Fee in consideration of the consent to that transfer.

16. Financial Information.

Transferee and New Guarantor represent and warrant to Fannie Mae that all financial information and information regarding the management capability of Transferee and New Guarantor provided to the Loan Servicer or Fannie Mae was true and correct as of the date provided to the Loan Servicer or Fannie Mae and remains materially true and correct as of the date of this Agreement.

17. Indemnification.

(a) Transferee and Transferor and Original Guarantor and New Guarantor each unconditionally and irrevocably releases and forever discharges the Indemnitees from all Claims, agrees to indemnify the Indemnitees, and hold them harmless from any and all claims, losses, causes of action, costs and expenses of every kind or character in connection with the Claims or the transfer of the Mortgaged Property. Notwithstanding the foregoing, Transferor and Original Guarantor shall not be responsible for any Claims arising from the action or inaction of Transferee and New Guarantor, and Transferee and New Guarantor shall not be responsible for any Claims arising from the action or inaction of Transferor or Original Guarantor.

(b) This release is accepted by Fannie Mae and Loan Servicer pursuant to this Agreement and shall not be construed as an admission of liability on the part of any party.

(c) Each of Transferor and Transferee and Original Guarantor and New Guarantor hereby represents and warrants that it has not assigned, pledged or contracted to assign or pledge any Claim to any other person.

18. Non-Recourse.

Article 3 (Personal Liability) of the Loan Agreement is hereby incorporated herein as if fully set forth in the body of this Agreement.

19. Governing Law; Consent to Jurisdiction and Venue.

Section 15.01 (Governing Law; Consent to Jurisdiction and Venue) of the Loan Agreement is hereby incorporated herein as if fully set forth in the body of this Agreement.

20. Notice.**(a) Process of Serving Notice.**

All notices under this Agreement shall be:

- (1) in writing and shall be:

- (A) delivered, in person;
- (B) mailed, postage prepaid, either by registered or certified delivery, return receipt requested;
- (C) sent by overnight courier; or
- (D) sent by electronic mail with originals to follow by overnight courier;
- (2) addressed to the intended recipient at its respective address set forth at the end of this Agreement; and
- (3) deemed given on the earlier to occur of:
 - (A) the date when the notice is received by the addressee; or
 - (B) if the recipient refuses or rejects delivery, the date on which the notice is so refused or rejected, as conclusively established by the records of the United States Postal Service or any express courier service.

(b) Change of Address.

Any party to this Agreement may change the address to which notices intended for it are to be directed by means of notice given to the other parties to this Agreement in accordance with this Section 20.

(c) Default Method of Notice.

Any required notice under this Agreement which does not specify how notices are to be given shall be given in accordance with this Section 20.

(d) Receipt of Notices.

No party to this Agreement shall refuse or reject delivery of any notice given in accordance with this Agreement. Each party is required to acknowledge, in writing, the receipt of any notice upon request by the other party.

21. Counterparts.

This Agreement may be executed in any number of counterparts, each of which shall be considered an original for all purposes; provided, however, that all such counterparts shall constitute one and the same instrument.

22. Severability; Entire Agreement; Amendments.

The invalidity or unenforceability of any provision of this Agreement or any other Loan Document shall not affect the validity or enforceability of any other provision of this Agreement, all of which shall remain in full force and effect. This Agreement contains the complete and entire agreement among the parties as to the matters covered, rights granted and the obligations assumed

in this Agreement. This Agreement may not be amended or modified except by written agreement signed by the parties hereto.

23. Construction.

(a) The captions and headings of the sections of this Agreement are for convenience only and shall be disregarded in construing this Agreement.

(b) Any reference in this Agreement to an "Exhibit" or "Schedule" or a "Section" or an "Article" shall, unless otherwise explicitly provided, be construed as referring, respectively, to an exhibit or schedule attached to this Agreement or to a Section or Article of this Agreement. All exhibits and schedules attached to or referred to in this Agreement, if any, are incorporated by reference into this Agreement.

(c) Any reference in this Agreement to a statute or regulation shall be construed as referring to that statute or regulation as amended from time to time.

(d) Use of the singular in this Agreement includes the plural and use of the plural includes the singular.

(e) As used in this Agreement, the term "including" means "including, but not limited to" or "including, without limitation," and is for example only and not a limitation.

(f) Whenever a party's knowledge is implicated in this Agreement or the phrase "to the knowledge" of a party or a similar phrase is used in this Agreement, such party's knowledge or such phrase(s) shall be interpreted to mean to the best of such party's knowledge after reasonable and diligent inquiry and investigation.

(g) Unless otherwise provided in this Agreement, if Lender's approval is required for any matter hereunder, such approval may be granted or withheld in Lender's sole and absolute discretion.

(h) Unless otherwise provided in this Agreement, if Lender's designation, determination, selection, estimate, action or decision is required, permitted or contemplated hereunder, such designation, determination, selection, estimate, action or decision shall be made in Lender's sole and absolute discretion.

(i) All references in this Agreement to a separate instrument or agreement shall include such instrument or agreement as the same may be amended or supplemented from time to time pursuant to the applicable provisions thereof.

(j) "Lender may" shall mean at **Lender's** discretion, but shall not be an obligation.

24. WAIVER OF TRIAL BY JURY.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EACH OF THE PARTIES HERETO (A) COVENANTS AND AGREES NOT TO ELECT A TRIAL BY JURY WITH RESPECT TO ANY ISSUE ARISING OUT OF THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT, OR THE RELATIONSHIP BETWEEN THE PARTIES, THAT IS TRIABLE OF RIGHT BY A JURY AND (B) WAIVES ANY RIGHT TO TRIAL BY JURY

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

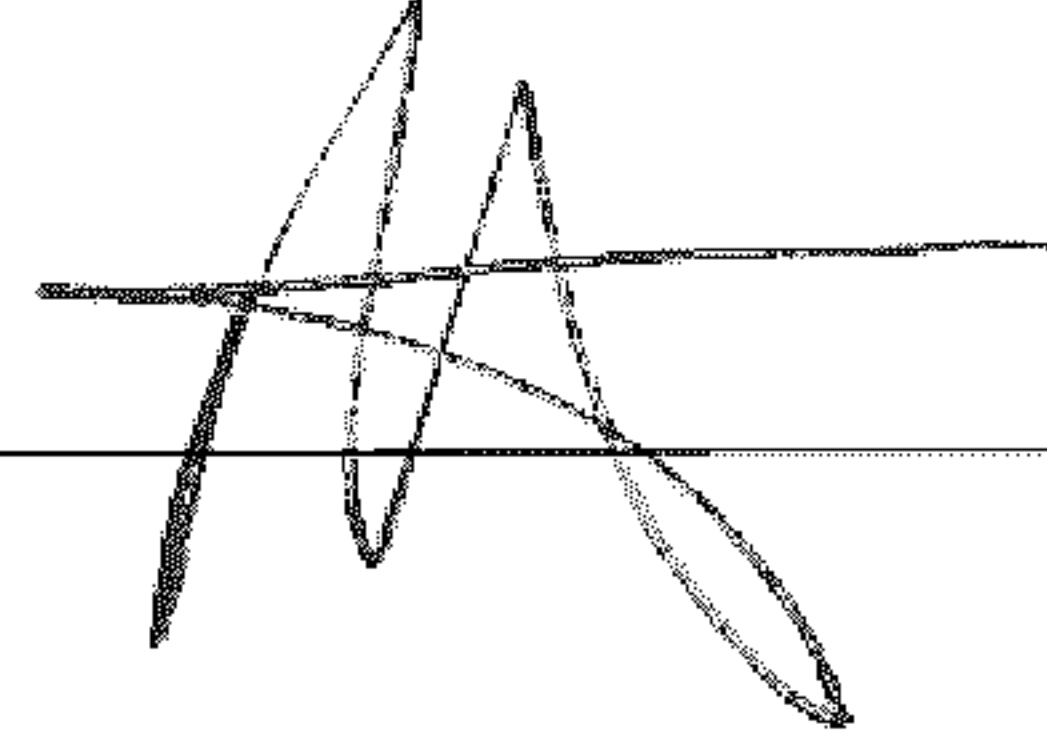
IN WITNESS WHEREOF, the parties have signed and delivered this Agreement under seal (where applicable) or have caused this Agreement to be signed and delivered under seal (where applicable) by its duly authorized representative. Where applicable law so provides, the parties intend that this Agreement shall be deemed to be signed and delivered as a sealed instrument.

[Remainder of Page Intentionally Blank]

TRANSFEROR:

LONGMEADOW FMHC, LLC, a Delaware
limited liability company

By: _____
Jack T. Evans
Manager



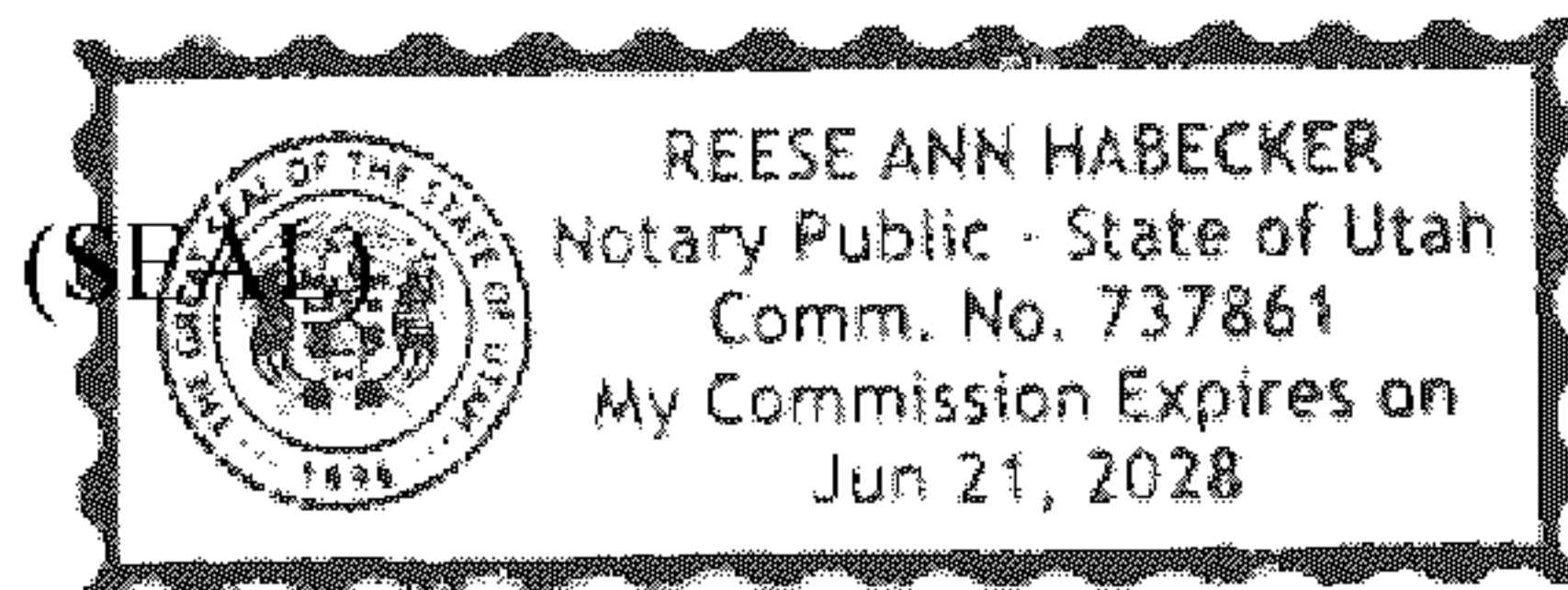
Notice Address:

3600 N. Outlet Parkway, Suite 600,
Lehi, Utah 84043

STATE OF Utah, Utah County ss:

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Jack T. Evans, whose name as Manager of Longmeadow FMHC, LLC, a Delaware 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 as such Manager and with full authority, executed the same voluntarily for and as the act of said Longmeadow FMHC, LLC.

Given under my hand this the 3rd day of October, 2025.



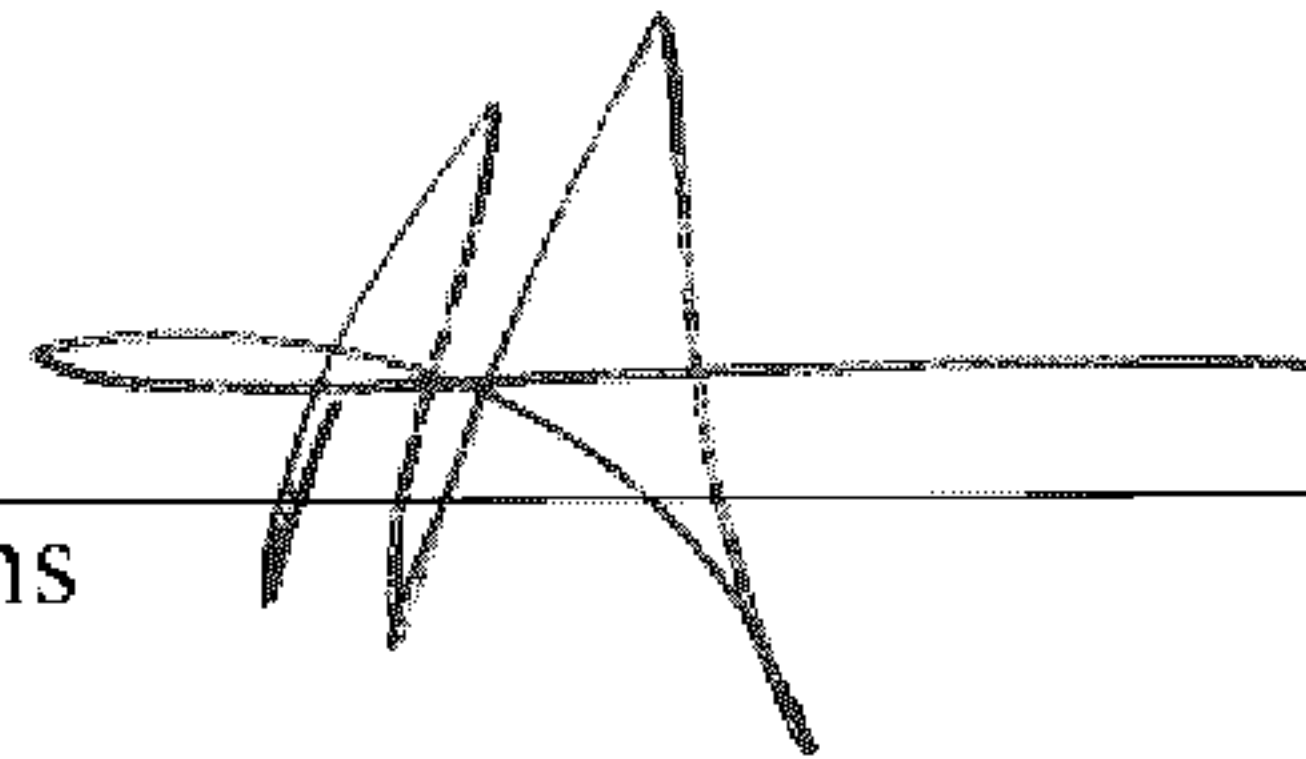
Notary Public

My commission expires: June 21, 2028

ORIGINAL GUARANTOR:

CIRRUS GROUP LLC, a Utah limited liability company

By: _____
Jack T. Evans
Manager



Notice Address:

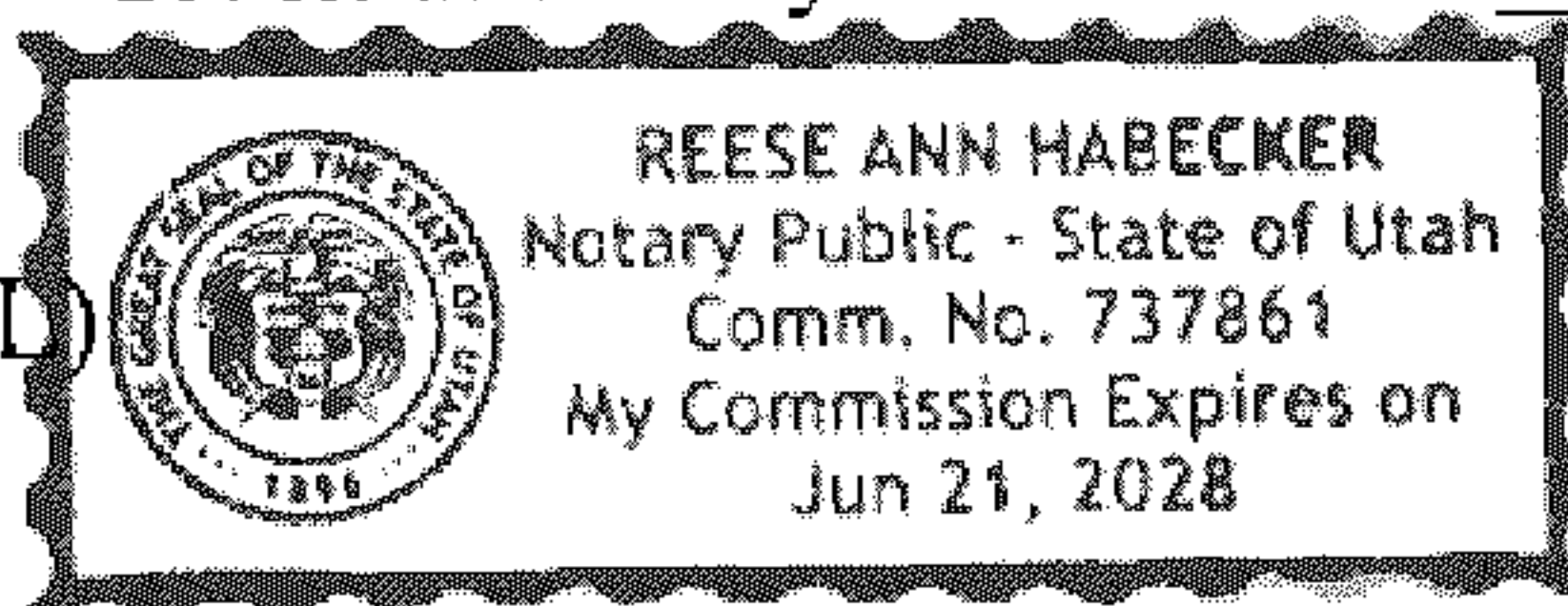
3600 N. Outlet Parkway, Suite 600,
Lehi, Utah 84043

STATE OF Utah, Utah County ss:

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Jack T. Evans, whose name as Manager of Cirrus Group LLC, a Utah 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 as such Manager and with full authority, executed the same voluntarily for and as the act of said Cirrus Group LLC.

Given under my hand this the 3rd day of October, 2025.

(SEAL)



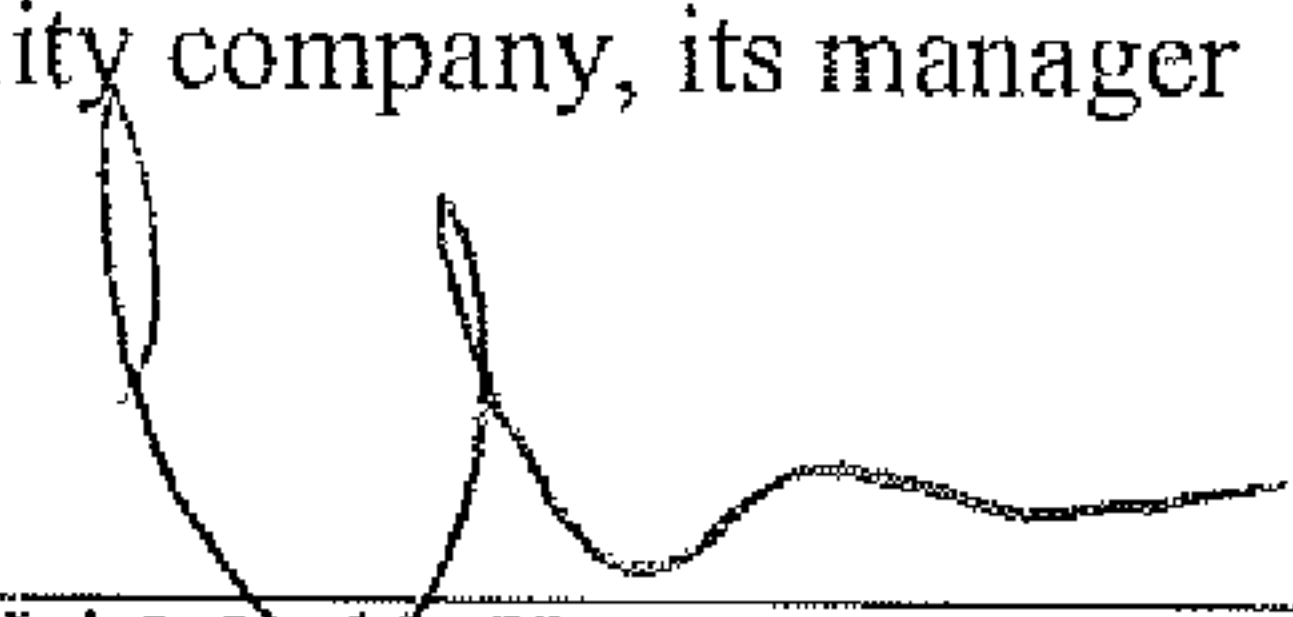
Notary Public

My commission expires: June 21, 2028

TRANSFeree:

LONGMEADOW LE, LLC, a Delaware limited liability company

By: Overland LE 2, LLC, a Delaware limited liability company, its manager

By: 

Uri Minkoff

Sole Member and Manager

The name, chief executive office and organizational identification number of Borrower (as Debtor under any applicable Uniform Commercial Code) are:

- Debtor Name/Record Owner: Long Meadow LE, LLC
- Debtor Chief Executive Office Address:
404 Edgewood Ave.
Clearwater, Florida 33755
- Debtor Organizational ID Number: 10323427

Notice Address:

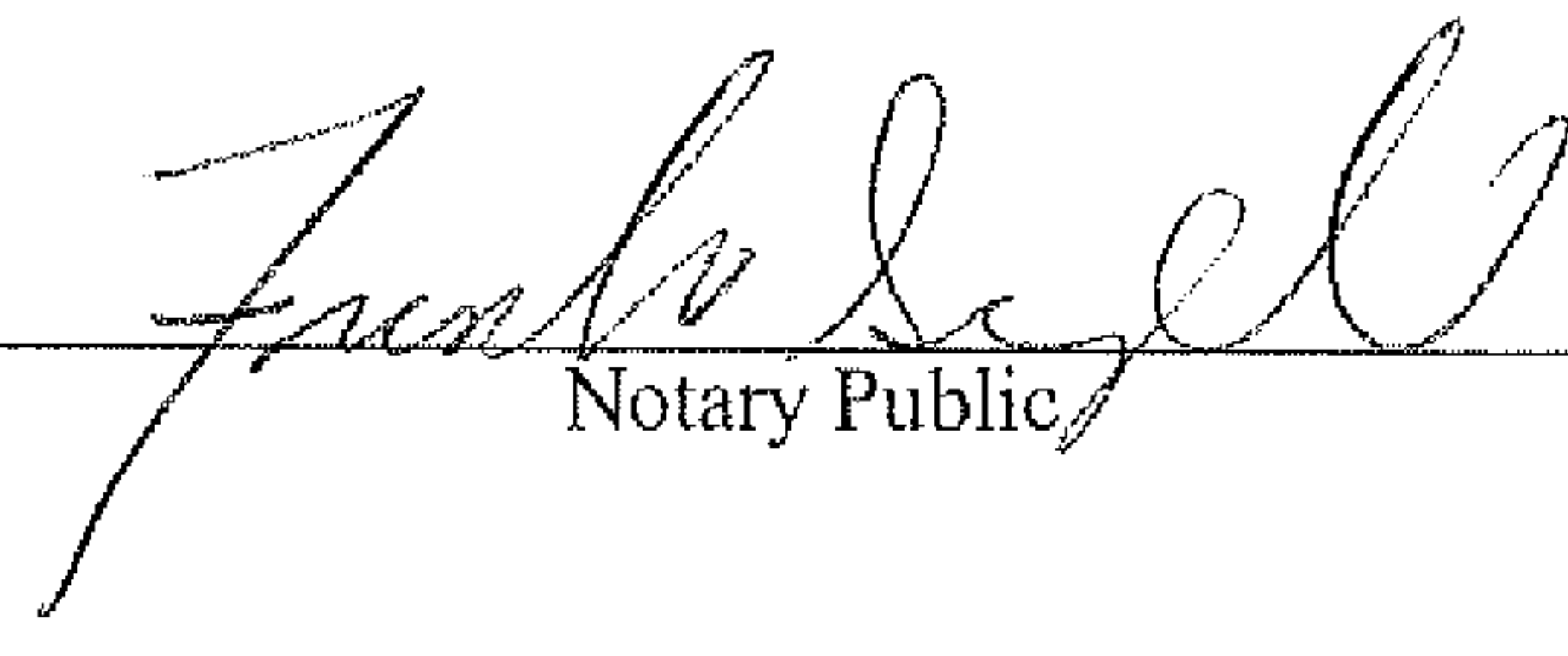
404 Edgewood Ave.
Clearwater, Florida 33755

STATE OF New York, Westchester County ss:

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Uri Minkoff, whose name as Sole Member and Manager of Overland LE 2, LLC, a Delaware limited liability company, acting as Manager of Longmeadow LE, LLC, a Delaware 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 as such Sole member Manager and with full authority, executed the same voluntarily for and as the act of said Overland LE 2, LLC, acting in its capacity as manager of said Longmeadow LE, LLC.

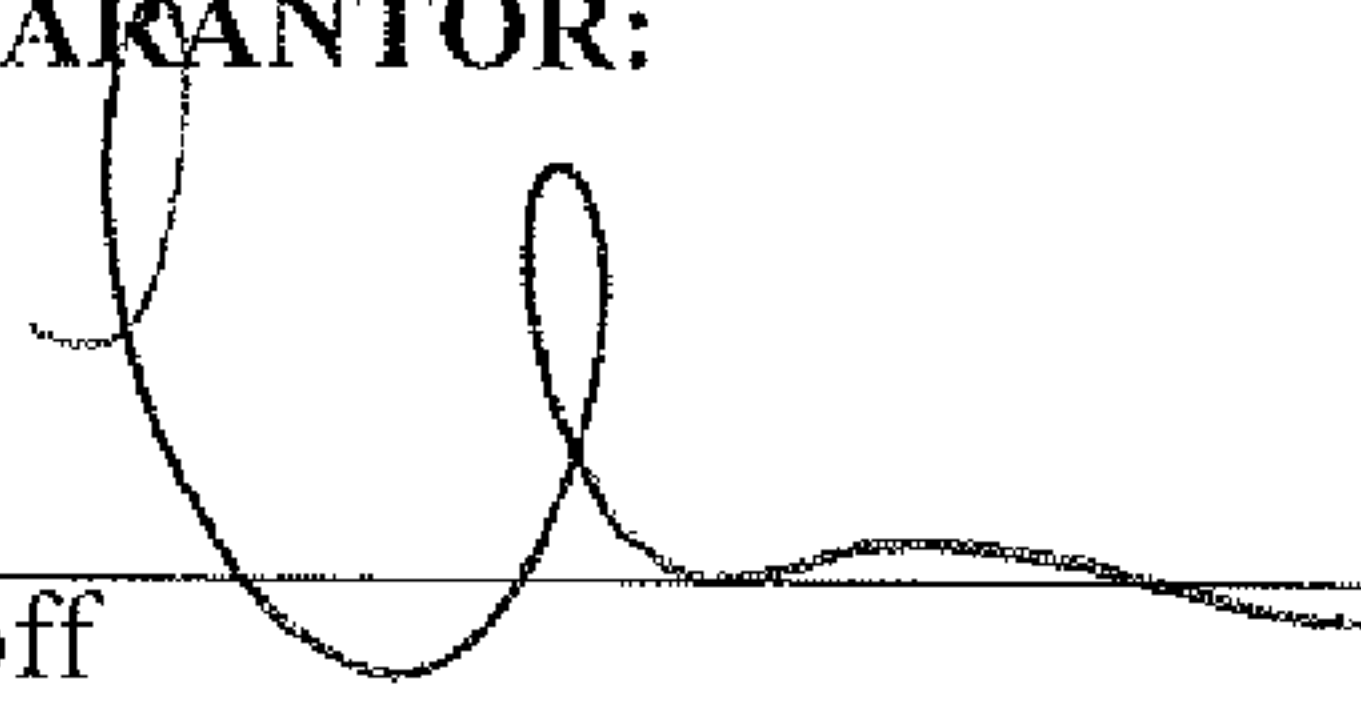
Given under my hand this the 2 day of October, 2025.

(SEAL)


Notary Public

My commission expires: 9/29/27

NEW GUARANTOR:


Uri Minkoff

Notice Address:

404 Edgewood Ave.
Clearwater, Florida 33755

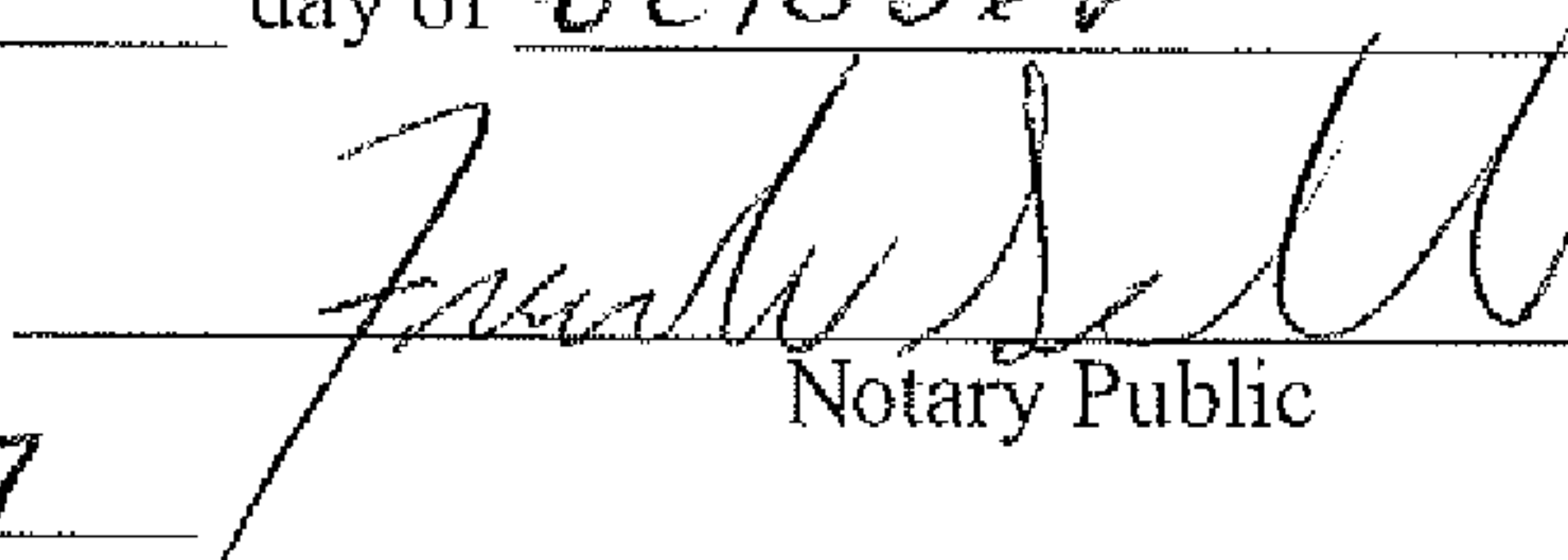
STATE OF New York, Westchester County ss:

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Uri Minkoff, 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 with full authority, executed the same voluntarily.

Given under my hand this the 2 day of October, 2025.

(SEAL)

My commission expires: 9/29/27


Notary Public

FRANK SCORZELLO
Notary Public, State of New York
No. 01SC6099613
Qualified in Westchester County
Commission Expires September 29, 2027

NEW GUARANTOR:



David Minkoff

Notice Address:

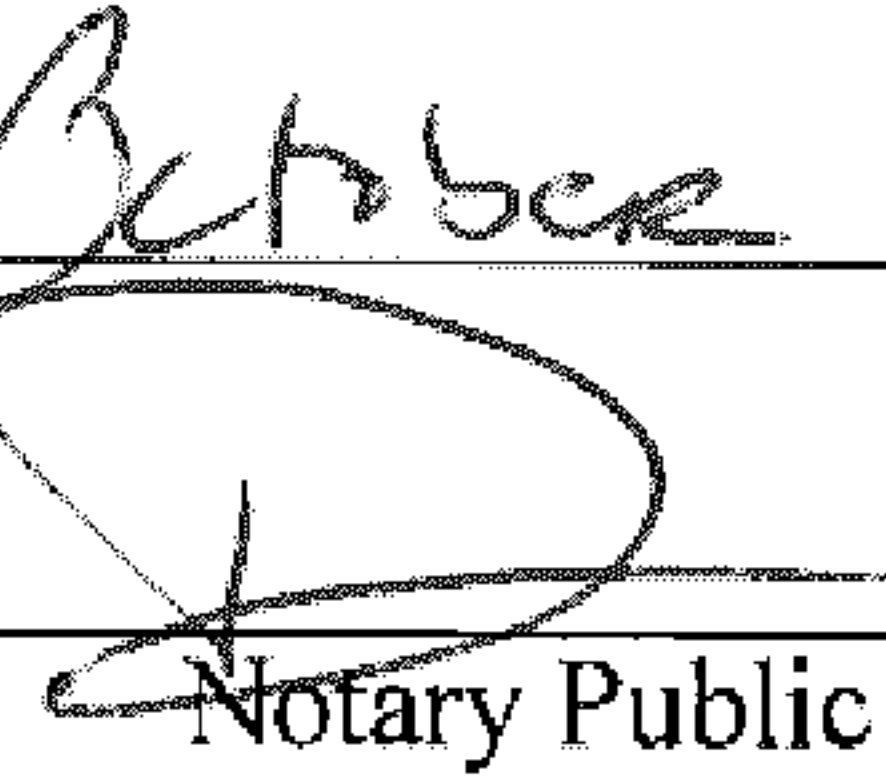
404 Edgewood Ave.
Clearwater, Florida 33755

STATE OF FLORIDA, DINWELLS County ss:

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that David Minkoff, 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 with full authority, executed the same voluntarily.

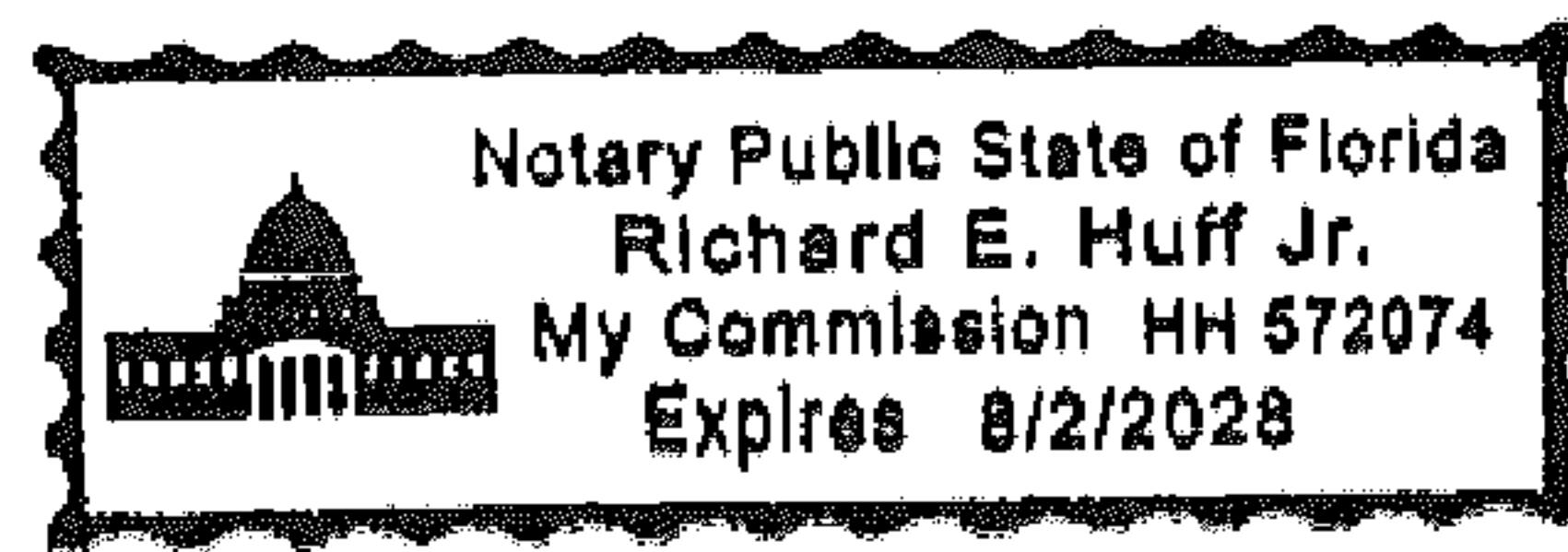
Given under my hand this the 6th day of October, 2025.

(SEAL)



Notary Public

My commission expires: 8-2-2028



FANNIE MAE

By: Berkadia Commercial Mortgage LLC, a
Delaware limited liability company, its
Attorney-in-Fact

By: 
Name: Allen Sullivan
Authorized Representative

Notice Address:

c/o Berkadia Commercial Mortgage LLC
323 Norristown Road, Suite 300
Ambler, Pennsylvania 19002

STATE OF PENNSYLVANIA, MONTGOMERY County ss:

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Allen Sullivan, whose name as Authorized Representative of Berkadia Commercial Mortgage LLC, a Delaware limited liability company, Attorney-in-Fact for Fannie Mae, 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 as such Authorized Representative and with full authority, executed the same voluntarily.

Given under my hand this the 7 day of ~~October~~ September, 2025. (SEAL)


Notary Public

My commission expires: May 2, 2026

Commonwealth of Pennsylvania - Notary Seal
Kimberly A. Robinson, Notary Public
Montgomery County
My commission expires May 2, 2026
Commission number 1283377
Member, Pennsylvania Association of Notaries

**EXHIBIT A to
ASSUMPTION AND RELEASE AGREEMENT**

Description of the Land

Parcel 1:

LOTS 2, 3, 4, 5, ACCORDING TO THE SURVEY OF LONGMEADOW FARMS, AS RECORDED IN MAP BOOK 11, PAGE 90, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

LOT 1 B ACCORDING TO THE FINAL PLAT OF THE RESURVEY OF LOT 1, LONGMEADOW FARMS SUBDIVISION AS RECORDED IN MAP BOOK 48, PAGE 36, PROBATE OFFICE, SHELBY COUNTY, ALABAMA.

ALSO: THE NORTH 96 FEET OF THE WEST 690 FEET OF THE SOUTH 936 FEET OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 8, TOWNSHIP 21 SOUTH, RANGE 3 WEST. DEED DIMENSIONS ARE 96 FEET BY 690 FEET AS SHOWN BY DEED RECORDED ON APRIL 1, 1968, IN DEED BOOK 252, PAGE 533, PROBATE OFFICE, SHELBY COUNTY, ALABAMA.

Parcel 2:

A PARCEL OF LAND SITUATED IN THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 8, TOWNSHIP 21 SOUTH, RANGE 3 WEST, SHELBY COUNTY, ALABAMA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 8, TOWNSHIP 21 SOUTH, RANGE 3 WEST, SHELBY COUNTY, ALABAMA; THENCE NORTH 88 DEGREES 37 MINUTES 42 SECONDS WEST ALONG THE SOUTH LINE OF SAID 1/4-1/4 SECTION, A DISTANCE OF 486.65 FEET; THENCE NORTH 01 DEGREE 22 MINUTES 18 SECONDS EAST A DISTANCE OF 195.84 FEET; THENCE SOUTH 58 DEGREES 26 MINUTES 43 SECONDS EAST A DISTANCE OF 132.45 FEET; THENCE NORTH 33 DEGREES 01 MINUTES 59 SECONDS EAST A DISTANCE OF 144.81 FEET; THENCE NORTH 56 DEGREES 58 MINUTES 01 SECONDS WEST A DISTANCE OF 31.76 FEET; THENCE NORTH 00 DEGREES 40 MINUTES 12 SECONDS EAST A DISTANCE OF 917.74 FEET; THENCE SOUTH 89 DEGREES 16 MINUTES 45 SECONDS EAST A DISTANCE OF 320.15 FEET; THENCE SOUTH 00 DEGREES 43 MINUTES 15 SECONDS WEST A DISTANCE OF 700.71 FEET; THENCE SOUTH 00 DEGREES 37 MINUTES 47 SECONDS WEST A DISTANCE OF 490.06 FEET; BEING A PART OF LOT 6 AND PART OF LOT 9, LONGMEADOW FARMS, RECORDED IN MAP BOOK 11, PAGE 90.

Parcel 3:

NON-EXCLUSIVE 20' EASEMENT FOR INGRESS AND EGRESS AS CREATED, LIMITED AND DEFINED BY THAT CERTAIN AMENDED AND RESTATED EASEMENT RECORDED AS INSTRUMENT 20210104000000830 SITUATED IN THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 8, TOWNSHIP 21 SOUTH, RANGE 3 WEST, SHELBY COUNTY, ALABAMA, LYING 10' EACH SIDE OF AND PARALLEL TO THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCE AT THE SOUTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 8, TOWNSHIP 21 SOUTH, RANGE 3 WEST, SHELBY COUNTY, ALABAMA; THENCE NORTH 88 DEGREES 37 MINUTES 42 SECONDS WEST ALONG THE SOUTH LINE OF SAID 1/4-1/4 SECTION A DISTANCE OF 486.65 FEET; THENCE NORTH 01 DEGREE 22 MINUTES 18 SECONDS EAST A DISTANCE OF 195.84 FEET; THENCE SOUTH 58 DEGREES 26 MINUTES 43 SECONDS EAST A DISTANCE OF 96.43 FEET TO THE POINT OF BEGINNING; THENCE NORTH 27 DEGREES 35 MINUTES 00 SECONDS WEST A DISTANCE OF 83.26 FEET TO THE POINT OF A CURVE TO THE RIGHT HAVING A RADIUS OF 30.00', A CENTRAL ANGLE OF 95 DEGREES 28 MINUTES 59 SECONDS AND SUBTENDED BY A CHORD WHICH BEARS NORTH 75 DEGREES 18 MINUTES 30 SECONDS EAST A CHORD DISTANCE OF 44.40', THENCE ALONG SAID CURVE AN ARC DISTANCE OF 49.98 FEET; THENCE SOUTH 56 DEGREES 58 MINUTES 01 SECOND EAST A DISTANCE OF 14.05 FEET TO THE POINT OF ENDING OF SAID EASEMENT.

SUBJECT TO A 60' EASEMENT FOR A PRIVATE ROAD (LONGMEADOW ROAD) AS SHOWN ON THE PLAT OF LONGMEADOW FARMS AS RECORDED IN MAP BOOK 11, PAGE 90.

ALSO KNOWN AS:

A PARCEL OF LAND SITUATED IN THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 AND THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 AND THE SOUTHEAST 1/4 OF SECTION 8, AND THE SOUTHWEST 1/4 OF SECTION 9, TOWNSHIP 21 SOUTH, RANGE 3 WEST, SHELBY COUNTY, ALABAMA, BEING MORE PARTICULARLY DESCRIBED AS:

BEGINNING AT A 3-INCH IRON PIPE WITH CAP (ILLEGIBLE) FOUND AT THE SOUTHWEST CORNER OF LOT 17 OF LACEY'S GROVE PHASE I, AS SHOWN ON THE PLAT RECORDED IN MAP BOOK 35, PAGE 137 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA; THENCE ALONG THE SOUTH LINE OF SAID LACEY'S GROVE PHASE I, SOUTH 88°39'40" EAST A DISTANCE OF 900.07 FEET TO A 5/8-INCH IRON ROD FOUND IN THE WEST LINE OF LAND OF MARIE L. REYNOLDS AS RECORDED IN INSTRUMENT NO. 20190207000040850 (ALL DEED REFERENCED HEREIN ARE AS RECORDED IN THE PROBATE OFFICE, SHELBY, ALABAMA); THENCE ALONG SAID

WEST LINE, SOUTH 00°57'06" WEST A DISTANCE OF 1014.71 FEET TO A 1/2- INCH IRON PIPE FOUND ON THE SOUTH LINE OF REYNOLDS; THENCE ALONG SAID SOUTH LINE AND THE SOUTH LINE OF MARTHA L. URBAN, ET.AL. AS RECORDED IN INSTRUMENT NO. 20190207000040840, SOUTH 88°04'43" EAST A DISTANCE OF 1286.09 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF HIGHWAY 77 (80 FEET WIDE, PUBLIC); THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE, SOUTH 14°48'37" WEST A DISTANCE OF 127.97 FEET TO A POINT ON THE NORTH LINE OF LAND OF AMERICAN SELF STORAGE IV, LLC AS RECORDED IN INSTRUMENT NO. 20170914000335310; THENCE ALONG SAID NORTH LINE, THE NORTHWEST LINE, AND THE WEST LINE OF AMERICAN THE FOLLOWING 3 COURSES: (1) NORTH 77°59'48" WEST A DISTANCE OF 201.09 FEET TO A POINT; THENCE (2) SOUTH 42°00'12" WEST A DISTANCE OF 672.88 FEET TO A 5/8-IRON ROD WITH CAP "CA0587 LUKER" FOUND; THENCE (3) SOUTH 06°43'12" WEST A DISTANCE OF 85.11 FEET TO A POINT ON THE NORTH LINE OF LAND OF MARCUS SHIMON AS RECORDED IN INSTRUMENT NO. 20160202000033020; THENCE ALONG SAID NORTH LINE AND THE NORTH LINE OF LAND OF BOWDEN REAL ESTATE BHM LLC AS RECORDED IN INSTRUMENT NO. 20190509000158250, NORTH 89°02'18" WEST A DISTANCE OF 175.53 FEET TO A 1/2-INCH IRON ROD FOUND IN THE NORTH LINE OF LAND OF RAYMOND HUTCHISON AS RECORDED IN INSTRUMENT NO. 20080508000189160, THENCE ALONG SAID NORTH LINE AND THE NORTH LINE OF LAND OF ALICE HOLSOMBACK AS RECORDED IN INSTRUMENT NO. 20010003786200000, NORTH 89°01'28" WEST A DISTANCE OF 170.42 FEET TO A 2-INCH IRON PIPE FOUND ON THE SOUTH RIGHT-OF-WAY LINE OF BRANTLEYVILLE ROAD (20 FEET WIDE, PUBLIC); THENCE ALONG SAID SOUTH RIGHT-OF-WAY LINE NORTH 01°25'57" EAST A DISTANCE OF 20.04 FEET TO A 1-INCH PIPE FOUND ON THE NORTH RIGHT-OF-WAY LINE OF SAID BRANTLEYVILLE ROAD; THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE, NORTH 88°44'23" WEST A DISTANCE OF 230.05 FEET TO A RAILROAD SPIKE FOUND ON THE WEST RIGHT-OF-WAY LINE OF SAID BRANTLEYVILLE ROAD; THENCE ALONG SAID WEST RIGHT-OF-WAY LINE SOUTH 01°24'22" WEST A DISTANCE OF 20.87 FEET TO A POINT ON THE NORTH LINE OF LAND OF CAROLYN J. BRANTLEY AS RECORDED IN INSTRUMENT NO. 20201109000511980; THENCE ALONG SAID NORTH LINE NORTH 88°33'58" WEST A DISTANCE OF 236.33 FEET TO A 1/2-INCH IRON ROD FOUND ON A WEST LINE OF SAID BRANTLEY; THENCE ALONG SAID WEST LINE, SOUTH 00°46'34" WEST A DISTANCE OF 96.00 FEET TO A POINT IN THE NORTH LINE OF SAID BRANTLEY; THENCE ALONG SAID NORTH LINE AND THE NORTH LINE OF LAND OF JOSE AMPARO AGUIRRE AS RECORDED IN INSTRUMENT NO. 20150824000294920, NORTH 88°43'34" WEST A DISTANCE OF 690.00 FEET TO A POINT IN THE EAST LINE OF LAND OF JIMMY AND PAMELA ROBERTS AS RECORDED IN INSTRUMENT NO. 20060823000411330; THENCE ALONG SAID EAST LINE, NORTH 00°46'34" EAST A DISTANCE OF 96.00 FEET TO A POINT; THENCE CONTINUING ALONG SAID EAST LINE OF ROBERTS AND THE EAST LINE OF LAND OF EARL MCCARTNEY AS RECORDED IN BOOK 157, PAGE 6, NORTH 00°46'34" EAST A DISTANCE OF 388.60

FEET TO A POINT ON THE NORTH LINE OF SAID MCCARTNEY; THENCE ALONG SAID NORTH LINE AND THE NORTH LINE OF LAND OF CAROLYN J. BRANTLEY AS RECORDED IN BOOK 160, PAGE 486, 488, AND THE NORTH LINE OF BETH SUZANNE HUTCHISON AS RECORDED IN INSTRUMENT NO. 20021230000652500, AND THE NORTH LINE OF LAND OF CAROLYN J. BRANTLEY AS RECORDED IN INSTRUMENT NO. 19980618000227371, NORTH 88°37'07" WEST A DISTANCE OF 1330.87 FEET TO A 3-INCH IRON PIPE WITH CAP (ILLEGIBLE) FOUND ON THE EAST LINE OF LAND OF SUSAN S. GUNTER, ET.AL. AS RECORDED IN INSTRUMENT NO. 20070828000404210; THENCE ALONG SAID EAST LINE AND THE EAST LINE OF LAND OF BRIAN E. & RENEE B. COFER AS RECORDED IN INSTRUMENT NO. 19990119000022151, NORTH 00°38'03" EAST A DISTANCE OF 1324.90 FEET TO A POINT ON THE NORTH LINE OF SAID LAND OF COFER; THENCE ALONG SAID NORTH LINE, NORTH 88°36'49" WEST A DISTANCE OF 486.65 FEET TO A POINT IN THE EASTERLY LINE OF LAND OF LONGMEADOW WEST, LLC AS RECORDED IN INSTRUMENT NO. 1999-09617; THENCE ALONG SAID EASTERLY LINE THE FOLLOWING (5) COURSES: (1) NORTH 01°23'11" EAST A DISTANCE OF 195.84 FEET TO A POINT; THENCE (2) SOUTH 58°25'50" EAST A DISTANCE OF 132.45 FEET TO A POINT; THENCE (3) NORTH 33°02'52" EAST A DISTANCE OF 144.81 FEET TO A POINT; THENCE (4) NORTH 56°57'08" WEST A DISTANCE OF 31.76 FEET TO A POINT; THENCE (5) NORTH 00°41'05" EAST A DISTANCE OF 917.94 FEET TO A POINT ON A SOUTH LINE OF LAND OF SAID LONGMEADOW; THENCE ALONG SAID SOUTH LINE, SOUTH 89°15'13" EAST A DISTANCE OF 320.15 FEET TO A POINT ON THE WEST LINE OF LAND OF LACEY'S GROVE PROPERTY OWNER'S ASSOCIATION AS RECORDED IN BOOK 310, PAGE 994; THENCE ALONG SAID WEST LINE SOUTH 00°43'12" WEST A DISTANCE OF 700.71 FEET TO A POINT ON THE SOUTH LINE OF SAID LACEY'S; THENCE ALONG SAID SOUTH LINE, SOUTH 88°39'30" EAST A DISTANCE OF 1334.90 FEET TO A POINT ON THE WEST LINE OF SAID LACEY'S; THENCE ALONG SAID WEST LINE AND THE WEST LINE OF SAID PROPERTY OF LACEY'S GROVE PHASE I, SOUTH 00°45'00" WEST A DISTANCE OF 490.40 FEET TO THE POINT OF BEGINNING.

**EXHIBIT B to
ASSUMPTION AND RELEASE AGREEMENT**

1. Multifamily Loan and Security Agreement (including any amendments, riders, exhibits, addenda or supplements, if any) dated as of May 10, 2021 by and between Transferor and Original Lender.
2. Multifamily Note dated as of May 10, 2021, by Transferor for the benefit of Original Lender (including any amendments, riders, exhibits, addenda or supplements, if any).
3. Multifamily Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing (including any amendments, riders, exhibits, addenda or supplements, if any) dated as of May 10, 2021, by Transferor for the benefit of Original Lender.
4. Guaranty of Non-Recourse Obligations dated as of May 10, 2021, by Original Guarantor for the benefit of Original Lender.
5. Payment Guaranty (Pricing Incentive Recapture) dated as of May 10, 2021, by Original Guarantor for the benefit of Original Lender.
6. Environmental Indemnity Agreement dated as of May 10, 2021, by Transferor for the benefit of Original Lender.
7. Assignment of Management Agreement.
8. Any other document executed in connection with the Mortgage Loan.



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
10/29/2025 11:30:49 AM
\$83.00 KELSEY
20251029000331420

Allen S. Bayl