

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Holland & Knight LLP
31 West 52nd Street
New York, New York 10019
Attn: Madeleine Tan, Esq.

Tax Parcel(s)/APN: **03-4120-017-2220**
03-4120-017-2230
03-4120-017-2240

(Space Above For Recorder's Use)

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

4601 CORAL GABLES PROPERTY, LLC

(Mortgagor)

in favor of

HAZEL PARTNERS HOLDINGS LLC

(Mortgagee)

DATED: December [28], 2023

NOTICE TO RECORDER: The indebtedness secured hereby is evidenced by a promissory note and other documents all made, executed, and delivered outside the State of Florida. Mortgagee has agreed to limit its recovery against the property described in this Mortgage to \$14,000,000.00 as set forth in Section 2.6 (the “**Limitation Amount**”). Pursuant to Rule 12B-4.053(31)(c), Florida Administrative Code, Florida documentary stamp tax in the amount of \$49,000.00 is paid upon recordation of this Mortgage on a tax base equal to the Limitation Amount. Pursuant to Section 199.133(2), Florida Statutes, Florida non-recurring intangible tax in the amount of \$28,000.00 is paid upon recordation of this Mortgage on a tax base equal to the Limitation Amount.

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

This MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING (this “**Mortgage**”), dated as of December [28], 2023 is entered into by **4601 CORAL GABLES PROPERTY, LLC**, a Florida limited liability company (“**Mortgagor**”), as mortgagor, having its principal place of business at 2701 S. Le Jeune Rd., 10th Floor, Coral Gables, FL 33134 in favor of **HAZEL PARTNERS HOLDINGS LLC**, a Delaware limited liability company, as administrative agent (in such capacity, the “**Administrative Agent**” or “**Mortgagee**”), having an address at 251 Little Falls Drive, Wilmington, DE 19808.

RECITALS:

A. MSP RECOVERY, LLC, a Florida limited liability company (the “**Owner Pledgor**”), SUBROGATION HOLDINGS, LLC, a Delaware limited liability company (“**Borrower**”), MSP Recovery Claims, Series LLC – Series 15-09-321, a registered series of MSP Recovery Claims, Series LLC, a Delaware limited liability company (“**Assignee**”), JRFQ Holdings, LLC, a Delaware limited liability company (“**JRFQ**”) and Mortgagor (Mortgagor, together with Owner Pledgor, Borrower, Assignee and JRFQ, the “**Loan Parties**” or each a “**Loan Party**”), HAZEL PARTNERS HOLDINGS LLC, a Delaware limited liability company, as lender (together with its successors and assigns in such capacity, the “**Lender**” and, together with the Administrative Agent, collectively the “**Secured Party**”) and Administrative Agent have entered into that certain Second Amended and Restated Credit Agreement, [dated of even date herewith] (as may be amended, restated, supplemented or otherwise modified from time to time (the “**Credit Agreement**; capitalized term used but not defined in this Mortgage shall have the meaning given such term in the Credit Agreement)).

B. Lender is making one or more loans (collectively, the “**Loan**”) to Borrower pursuant to the Credit Agreement and the other Credit Documents.

C. Mortgagor is an Affiliate of Borrower and will derive substantial direct and indirect benefits from the transactions contemplated by the Credit Documents.

D. The execution and delivery of this Mortgage is a condition precedent to the obligations of the Secured Party to enter into the Credit Agreement and to make financial accommodations to the Debtor under the Credit Documents.

NOW THEREFORE, in consideration of Mortgagee entering into the Credit Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE 1

MORTGAGE

1.1. Grant. For the purposes of and upon the terms and conditions of this Mortgage, Mortgagor irrevocably grants, conveys and assigns to Mortgagee all estate, right, title and interest

which Mortgagor now has or may hereafter acquire in, to, under or derived from any or all of the following:

(a) All right, title and interest which Mortgagor now has or may later acquire in any real property and all appurtenances, easements, covenants, rights of way, tenements, hereditaments and appurtenances, strips and gores of land, streets, ways, alleys, passages, thereunto belonging or in any way appertaining thereto now or hereafter, and all of the estate, right, title, interest, claim, demand, reversion or remainder whatsoever of Mortgagor therein or thereto, at law or in equity, now or hereafter in possession or expectancy, including, without limitation, all mineral, oil, and gas rights and royalties and profits therefrom, all water and water rights and shares of stock pertaining to water, water courses and water rights and powers, and all sewers and sewer rights, pipes, conduits, wires and other facilities furnishing utility or services to the real property, air rights and development rights and credits, pumps, pipes, flumes and ditches and ditch rights, water stock, ditch and/or reservoir stock or interests, rights to oil, gas, minerals, coal and other substances of any kind or character (the "**Land**") located in the County of Miami-Dade, State of Florida, and more particularly described on Exhibit A attached hereto;

(b) All right, title and interest which Mortgagor now has or may later acquire in and to all buildings, structures and improvements now or hereafter erected, used or placed on the Land, including, without limitation, all plant equipment, apparatus, machinery, appliances and fixtures of every kind and nature whatsoever now or hereafter located on or forming part of said buildings, structures and improvements (collectively, the "**Improvements**");

(c) All right, title and interest which Mortgagor now has or may later acquire in and to the land lying in the bed of any street, road, highway or avenue now or hereafter in front of or adjoining the Property (hereinafter defined);

(d) All additions and accretions to the property described above;

(e) All licenses, authorizations, certificates, variances, consents, approvals and other permits now or hereafter pertaining to the Land and all estate, right, title and interest of Mortgagor in, to, under or derived from all trade names or business names relating to the Land or the present or future development, construction, operation or use of the Land;

(f) Any and all awards heretofore or hereafter made by any governmental authorities (federal, state, local or otherwise) to Mortgagor and all subsequent owners of the Property (hereinafter defined) which may be made with respect to the Property as a result of the exercise of the right of eminent domain, the alteration of the grade of any street or any other injury to or decrease of value of the Property, which said award or awards are hereby assigned to Mortgagee;

(g) Any and all unearned premiums accrued, accruing or to accrue, and the proceeds of insurance now or hereafter in effect with respect to all or any portion of the Property;

(h) Any and all claims or demands which Mortgagor now has or may hereafter acquire against anyone with respect to any damage to all or any portion of the Property;

(i) Any and all claims under and proceeds of any insurance policies by reason of or related to a loss of any kind sustained to the Property, now or hereafter, whether or not such policies name Mortgagee as an insured and whether or not such policies are required by Mortgagee, and whether or not such claims thereunder are characterized as personal claims;

(j) All goods, equipment, machinery, furniture, furnishings, trade fixtures, appliances, inventory, building materials, apparatus, utensils, vehicles, wiring, pipes, conduits, elevators, escalators, heating and air conditioning equipment, chattels and articles of personal property, including, without limitation, any interest therein now or at any time hereafter affixed to, attached to or used in any way in connection with or to be incorporated at any time into the Property or placed on any part thereof wheresoever located, whether or not attached to or incorporated in the Property, together with any and all accessions, accessories, attachments and replacements thereof, appertaining and adapted to the complete and compatible use, enjoyment, occupancy, operation or improvement of the Property;

(k) All instruments, investment property, deposit accounts, accounts, contract rights, general intangibles, and other intangible property and rights now or hereafter relating to the foregoing property, or the operation thereof or used in connection therewith, including, without limitation, all options, letters of intent, and rights of first refusal of any nature whatsoever, covering all or any portion of such property, together with any modifications thereof, and deposits or other payments made in connection therewith, existing and future development rights, permits and approvals, air rights, density bonus rights and transferable development rights; all of Mortgagor's right, title and interest in and to any awards, remunerations, settlements or compensation heretofore made or hereafter made by any and all courts, boards, agencies, commissions, offices or authorities, of any nature whatsoever for any governmental unit (federal, state, local or otherwise) to the present or any subsequent owner of the foregoing property, including those for any vacation of, or change of grade in, any streets affecting the foregoing property and any and all licenses and privileges obtained by Mortgagor from non-governmental sources;

(l) All leases of the Property, Personality (as defined below), Fixtures (as defined below), or any part thereof, now or hereafter entered into and all right, title and interest of Mortgagor thereunder, including, without limitation, cash or securities deposited thereunder to secure performance by the lessees of their obligations thereunder (whether such cash or securities are to be held until the expiration of the terms of such leases or applied to one or more of the installments of rent coming due immediately prior to the expiration of such terms); all other rights and easements of Mortgagor now or hereafter existing pertaining to the use and enjoyment of the Property; and all right, title and interest of Mortgagor in and to all declarations of covenants, conditions and restrictions as may affect or otherwise relate to the Property;

(m) All permits, plans, licenses, specifications, subdivision rights, security interests, contracts, contract rights, public utility deposits, prepaid sewer and water hook-up charges, or other rights as may affect or otherwise relate to the Property;

(n) All rents, income, issues and profits (subject, however, to the rights given in this Mortgage to Mortgagee to collect and apply same), including, without limitation, the accounts, revenues and proceeds of any business operation conducted by or on behalf of Mortgagor

on or through the use of the Property, prepaid municipal and utility fees, bonds, revenues, income and other benefits to which Mortgagor may now or hereafter be entitled to, or which are derived from, the Property or any portion thereof or interest therein; and

- (o) All proceeds, royalties, payments, net profit interests or other interests of all of the foregoing.

The foregoing listing is intended only to be descriptive of the property encumbered hereby, and not exclusive or all inclusive. It is the intent of Mortgagor to encumber hereby all property located or to be located upon the above-described real property. Said real property, buildings, improvements, appurtenances, Fixtures, Personality, additions, accretions, and other property are herein referred to as the "**Property**." As used herein, the term "**Fixtures**" shall include all articles of personal property hereinabove described, now or hereafter attached to, placed upon for a definite term, or otherwise used in connection with the Property, and shall include trade fixtures and goods which are or are to become fixtures. As used herein, the term "**Personality**" shall include all furniture, furnishings, equipment, machinery, goods, contract rights, general intangibles, money, deposit accounts, instruments, accounts, leases, chattel paper and other personal property described in this Mortgage (other than Fixtures) of any kind or character now existing or hereafter arising or acquired, now or hereafter located upon, within or about the Property, or which otherwise pertains to the use, ownership, management, operation, construction, leasing and sale of the Property, and all products and proceeds thereof, and all of Mortgagor's right, title, and interest in and to all such property.

ARTICLE 2

OBLIGATIONS SECURED

2.1. Obligations Secured. Mortgagor makes the foregoing grant and assignment for the purpose of securing the following obligations (the "**Secured Obligations**"):

(a) Full and punctual payment to Administrative Agent of the Supplemental Term Loan B Obligations (as defined below) at any time owing under the Credit Documents by Borrower or any other Loan Party;

(b) Performance of all covenants and obligations related to the Supplemental Term Loan B Obligations;

(c) Payment of Mortgagor's obligations to Administrative Agent pursuant to this Mortgage, together with interest thereon and certain additional costs and expenses related to or incurred in connection therewith.

(d) Payment and performance of all covenants and obligations of Mortgagor under this Mortgage, including, without limitation, indemnification obligations and advances made to protect the Property and all other sums, with interest, which may be advanced, paid, or incurred by Mortgagee under the terms of this Mortgage to protect the Property or Mortgagee's security interest therein;

(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 for the benefit of the Mortgagee or Lender when the obligation is evidenced by a writing that recites that it is secured by this Mortgage;

(f) All interest and charges on all obligations secured hereby, including, without limitation, prepayment charges, late charges and related fees;

(g) All modifications, extensions 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; and (ii) modifications, extensions or renewals at a different rate of interest whether or not any such modification, extension or renewal is evidenced by a new or additional promissory note or notes; and

(h) Payment and performance of all future or further advances of the Supplemental Term Loan B Obligations as may be made by Mortgagee to or for the benefit of Borrower pursuant to the Credit Documents, to the same extent as if such future advances of the Supplemental Term Loan B Obligations were made on the date of the execution of this Mortgage. In accordance with Section 697.04 of Florida Statutes, this Security Instrument is a "Future Advance Mortgage" and is given to secure not only existing indebtedness, but also future advances, whether such advances are obligatory or are to be made at the option of Mortgagee, or otherwise. Subject to the provisions of the Credit Documents, such further or future advances of the Supplemental Term Loan B Obligations shall be wholly optional with Mortgagee, and shall bear interest at the same rate as specified in the Credit Agreement. All future advances of the Supplemental Term Loan B Obligations shall be made, if at all, within twenty (20) years after the date of this Mortgage (or within such lesser period of time as may be provided by law), and, in each case, to the same extent as if such future advances were made on the date of the execution of this Mortgage.

For purposes of this Mortgage, "**Supplemental Term Loan B Obligations**" means the obligation, indebtedness and other liability of the Borrower to the Administrative Agent and the Lenders arising under Section 2.1(c)(ii) of the Credit Agreement, including the Borrower's obligation to pay the outstanding principal amount of Term Loan B funded pursuant to such Section 2.1(c)(ii) of the Credit Agreement, plus (ii) interest accrued thereon, and any costs, expenses and protective advances incurred in connection therewith.

2.2. Prohibition on limitation of indebtedness. Mortgagor, for itself and its successors in title and its successors and permitted assigns, hereby expressly waives and relinquishes any rights granted under Florida Statutes, Section 697.04, or otherwise, to limit the amount of indebtedness that may be secured by this Mortgage at any time during the term of this Mortgage. Mortgagor further covenants not to file for record any notice limiting the maximum principal amount that may be secured by this Mortgage and agrees that any such notice, if filed, shall be null and void and, except as hereinafter provided, of no effect. In the event that, notwithstanding the foregoing covenant, Mortgagor or its successor in title files for record any notice limiting the maximum principal amount that may be secured by this Mortgage in violation of the foregoing

covenant, the Secured Obligations shall, at the option of Mortgagee, become immediately due and payable.

2.3. 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, late charges, reimbursements for expenses, and Loan-related fees at any time accruing or assessed on any of the Secured Obligations.

2.4. Incorporation. All terms and conditions of the Credit Documents that evidence any of the Secured 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 that the rate of interest on one or more Secured Obligations may vary from time to time. As used in this Mortgage, “person” or “persons” shall refer to both a natural person and a legal person.

2.5. Usury. Nothing herein shall be deemed to obligate any Loan Party to pay any sum of interest which exceeds the maximum rate of interest which such Loan Parties may lawfully be required to pay under the laws of the state which govern this Mortgage or under the applicable laws or regulations of the United States of America. In the event of conflict between state law and the laws and regulations of the United States of America, then the laws and regulations of the United States of America shall govern. Notwithstanding any other provision herein contained in this Mortgage or in any instrument evidencing the Obligations, the limitation imposed by this paragraph shall control and limit the obligations of the Loan Parties to pay sums of interest guaranteed by this Mortgage. In the event any Loan Party shall pay any sum of interest pursuant to this Mortgage which exceeds such maximum rate, such overcharge shall be applied in reduction of any other sum for which such Loan Party is obligated hereunder, if such sum is then due and payable, or shall be refunded to such Loan Party at the election of Mortgagee.

2.6. Maximum Amount of Indebtedness. Notwithstanding anything to the contrary contained in this Mortgage or the Credit Documents, the maximum aggregate amount of all indebtedness that is, or under any contingency may be, secured at the date hereof or at any time hereafter by this Mortgage is Fourteen Million and No/100 Dollars (\$14,000,000.00) (i.e., the Limitation Amount), plus, to the extent permitted by applicable law, collection costs, sums advanced for the payment of taxes, assessments, maintenance and repair charges, insurance premiums and any other costs incurred to protect the security encumbered hereby or the lien hereof, and expenses incurred by Mortgagee by reason of any Event of Default by Borrower under the Credit Documents or by Mortgagor under the terms hereof, together with interest thereon, all of which amount shall be secured hereby.

ARTICLE 3

ASSIGNMENT OF RENTS AND LEASES

3.1. Assignment. Mortgagor absolutely, irrevocably, and unconditionally grants, transfers and assigns to Mortgagee all of Mortgagor’s right, title and interest in, to and under: (a) all present and future leases of the Property or any portion thereof, all licenses and agreements

relating to the management, leasing or operation of the Property or any portion thereof, and all other agreements of any kind relating to the use or occupancy of the Property or any portion thereof, whether such leases, licenses and agreements are now existing or entered into after the date hereof (collectively, the “**Leases**”); and (b) the rents, issues, deposits and profits of the Property, including, without limitation, all amounts payable and all rights and benefits accruing to Mortgagor under the Leases (the “**Payments**”). The term “**Leases**” shall also include all guarantees of and security for the tenants’ performance thereunder, and all amendments, extensions, renewals or modifications thereto that are permitted hereunder. This is a present and absolute assignment, not an assignment for security purposes only, and Mortgagee’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. Mortgagee confers upon Mortgagor a revocable license (the “**License**”) to collect and retain the Payments as they become due and payable, until the occurrence of an Event of Default (as hereinafter defined). Upon and during the continuance of an Event of Default, the License shall be automatically revoked and Mortgagee may collect and apply the Payments pursuant to the terms hereof 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 Mortgagee. Upon and during the continuance of an Event of Default, Mortgagor hereby irrevocably authorizes and directs the tenants under the Leases to rely upon and comply with any notice or demand by Mortgagee for the payment to Mortgagee of any rental 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 Event of Default has actually occurred or is then existing. Mortgagor hereby relieves the tenants from any liability to Mortgagor by reason of relying upon and complying with any such notice or demand by Mortgagee. Mortgagee may apply, in its sole discretion, any Payments so collected by Mortgagee against any Secured Obligation or any other obligation of Mortgagor under the Credit Documents, whether existing on the date hereof or hereafter arising. Collection of any Payments by Mortgagee shall not cure or waive any Event of Default or notice of an Event of Default or invalidate any acts done pursuant to such notice.

3.3. Effect of Assignment. The foregoing irrevocable assignment shall not cause Mortgagee 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; (c) responsible or liable for any waste committed on the Property by the tenants under any of the Leases or by 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 impose upon Mortgagee any duty to produce rents or profits. Mortgagee shall not directly or indirectly be liable to Mortgagor or any other person as a consequence of: (a) the exercise or failure to exercise any of the rights, remedies or powers granted to Mortgagee hereunder; or (b) the failure or refusal of Mortgagee to perform or discharge any obligation, duty or liability of Mortgagor arising under the Leases.

3.4. Covenants.

- (a) Mortgagor shall, at Mortgagor's sole cost and expense:
 - (i) perform all obligations of the landlord under the Leases and use reasonable efforts to enforce performance by the tenants of all obligations of the tenants under the Leases;
 - (ii) promptly upon Mortgagee's request, deliver to Mortgagee a copy of each requested Lease and all amendments thereto and waivers thereof, as well as any landlord or tenant estoppel certificates requested by Mortgagee; and
 - (iii) promptly upon Mortgagee's request, execute and record any additional assignments of landlord's interest under any Lease to Mortgagee and specific subordinations of any Lease to this Mortgage, in form and substance satisfactory to Mortgagee.

Unless consented to in writing by Mortgagee or otherwise permitted under any other provision of the Credit Documents, Mortgagor shall not:

- (i) enter into any Lease without first obtaining Mortgagee's prior written consent, which consent shall not be unreasonably withheld unless an Event of Default has occurred;
- (ii) reduce any rent or other sums due from the tenant under any Lease;
- (iii) terminate or materially modify or amend any Lease; or
- (iv) release or discharge the tenant or any guarantor under any Lease from any material obligation thereunder.
- (v) grant any tenant under any Lease any option, right of first refusal or other right to purchase all or any portion of the Property under any circumstances;
- (vi) grant any tenant under any Lease any right to prepay rent more than one (1) month in advance;
- (vii) except upon Mortgagee's request, execute any assignment of landlord's interest in any Lease;
- (viii) collect rent or other sums due under any Lease in advance, other than to collect rent one (1) month in advance of the time when it becomes due;

- (ix) modify any Lease in a manner inconsistent with the Credit Documents;
- (x) (A) convey or transfer or suffer or permit a conveyance or transfer of the Property so as to effect a merger of the estates and rights of, or a termination or diminution of the obligations of, lessees under Leases; (B) consent to any assignment of or subletting under any Lease unless required in accordance with its terms; or (C) cancel or terminate any Lease or accept a surrender thereof (except in the exercise of Mortgagor's commercially reasonable judgment in connection with a tenant default under a Lease); or

Any such attempted action in violation of the provisions of this Section 3.4(a) shall be null and void.

Without in any way limiting the requirement of Mortgagee's consent hereunder, upon and during the continuance of an Event of Default, any sums received by Mortgagor in consideration of any termination or material modification or amendment of any Lease or any release or discharge of any tenant under any Lease from any material obligation thereunder shall be applied to reduce the amounts owing pursuant to the Credit Agreement and the other Credit Documents and any such sums received by Mortgagor shall be held in trust by Mortgagor for such purpose.

3.5. Estopel Certificates. Within thirty (30) days after request by Mortgagee, Mortgagor shall deliver to Mortgagee and to any party designated by Mortgagee, estoppel certificates relating to the Leases executed by Mortgagor and by each of the tenants, in form and substance acceptable to Mortgagee; provided, however, if any tenant fails or refuses to so execute and deliver any such estoppel certificate upon request, Mortgagor shall use reasonable efforts to cause such tenant to execute and deliver such estoppel certificate but such tenant's continued failure or refusal to do so, despite Mortgagor's reasonable efforts, shall not constitute a default by Mortgagor under this Section 3.5.

3.6. Right of Subordination. Mortgagee may at any time and from time to time by specific written instrument intended for such purpose, unilaterally subordinate the lien of this Mortgage to any Lease, without joinder or consent of, or notice to, Mortgagor, any tenant or any other person. Notice is hereby given to each tenant under a Lease of such right to subordinate. No subordination referred to in this Section 3.6 shall constitute a subordination to any lien or other encumbrance, whenever arising, or improve the right of any junior lienholder. Nothing herein shall be construed as subordinating this Mortgage to any Lease.

3.7. Section 697.07 of the Florida Statutes. The assignments of Leases and Rents contained in this Mortgage are intended to provide Mortgagee with all the rights and remedies of mortgagees pursuant to Section 697.07 of the Florida Statutes (hereinafter "**Section 697.07**"), as may be amended from time to time. However, in no event shall this reference diminish, alter, impair, or affect any other rights and remedies of Mortgagee, including but not limited to, the appointment of a receiver herein, nor shall any provision of this Section 3 diminish, alter, impair

or affect any rights or powers of the receiver in law or equity. In addition, the assignments of Leases and Rents herein shall be fully operative without regard to value of the Property or without regard to the adequacy of the Property to serve as security for the obligations owed by Mortgagor to Mortgagee, and shall be in addition to any rights arising under Section 697.07. Further, except for the notices required hereunder or under any other Credit Document, Mortgagor waives any notice of default or demand for turnover of Payments by Mortgagor, together with any rights under Section 697.07 to apply to a court to deposit the Payments into the registry of the court or such other depository as the court may designate.

ARTICLE 4

SECURITY AGREEMENT AND FIXTURE FILING

4.1. Security Interest. This Mortgage shall also constitute and serve as a security agreement and financing statement for Personality, Fixtures, and any of the Property in which a security interest can be perfected under and within the meaning of Article 9 of the Florida Uniform Commercial Code (the “**Collateral**”), and shall grant to Mortgagee, until the obligations secured hereby shall be satisfied, a first priority security interest, including, but not limited to, a fixture filing, pursuant to Article 9 of the Florida Uniform Commercial Code with respect to the Personality and Fixtures. To this end, Mortgagor shall and hereby does grant to Mortgagee, a first priority security interest in, under and to the Collateral.

4.2. Financing Statements. Mortgagor authorizes Mortgagee to file such financing statements and cause such financing statements and other assurances as Mortgagee may from time to time require to be recorded and filed at such times and places as may be required or permitted by law to create, perfect and preserve such security interest.

4.3. Remedies on Default. Upon an event of default, Mortgagee may, at its option: (i) exercise any remedy permitted by law or in equity, including without limitation, all the rights and remedies of a secured party under the Florida Uniform Commercial Code in any jurisdiction where enforcement is sought, whether in Florida or elsewhere; (ii) notify any parties obligated on any of the Personality or Fixtures to make payment to Mortgagee and enforce collection thereof; (iii) apply any sums received or collected from or on account of any Personality or Fixtures, including the proceeds of any sales thereof, to the payment of the Obligations of Mortgagor to Mortgagee in any order, including the costs and expenses incurred in preserving and enforcing the rights of Mortgagee and attorneys’ fees, in such order and manner as Mortgagee in Mortgagee’s sole discretion determines. All of Mortgagee’s rights and remedies shall be cumulative and not exclusive.

4.4. Rights of Mortgagee. In addition to Mortgagee’s rights as a “**Secured Party**” under the UCC, Mortgagee may, but shall not be obligated to, at any time without notice and at the expense of Borrower and Mortgagor as a “**Debtors**”: (a) give notice to any person of Mortgagee’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 Mortgagee therein; (c) inspect the Collateral; and (d) endorse, collect and receive any right to payment of money owing to Borrower or Mortgagor under or from the Collateral. Notwithstanding the above, in no event shall Mortgagee be deemed to have

accepted any property other than cash in satisfaction of any obligation of Borrower or Mortgagor to Mortgagee unless Mortgagee shall make an express written election of said remedy under the UCC or other applicable law.

4.5. Additional Rights of Mortgagee Upon an Event of Default. Upon the occurrence and continuing existence of an Event of Default hereunder, then in addition to all of Mortgagee's rights as a Secured Party under the UCC or otherwise at law:

(a) Sale of Collateral. Mortgagee may: (i) upon written notice, require Borrower and Mortgagor to assemble any or all of the Collateral and make it available to Mortgagee at a place designated by Mortgagee; (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 and dispose of any or all of the Collateral, and store the same at locations acceptable to Mortgagee at Mortgagor's and Borrower's expense; or (iii) sell, assign and deliver at any place or in any lawful manner all or any part of the Collateral and bid and become purchaser at any such sales; and

(b) Other Rights. Mortgagee may, for the account of Mortgagor and at Mortgagor's and Borrower's expense: (i) operate, use, consume, sell or dispose of the Collateral as Mortgagee 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 Mortgagee 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 Borrower or Mortgagor in connection with or on account of any or all of the Collateral.

4.6. Mortgagor acknowledges and agrees that a disposition of the Collateral in accordance with Mortgagee'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. Borrower and Mortgagor further agree that any sale or other disposition of all or any portion of the Collateral may be applied by Mortgagee first to the reasonable expenses in connection therewith, including reasonable attorneys' fees and disbursements, and then to the payment of the Secured Obligations.

4.7. Fixture Filing. This Mortgage shall constitute a fixture filing under the Florida Uniform Commercial Code ("UCC").

4.8. Additional Covenants of Mortgagor. Mortgagor, at its sole cost and expense, (a) shall give Mortgagee at least thirty (30) days' prior written notice of any change in Mortgagor's principal place of business and the acquisition or use of a trade name or style by Mortgagor; (b) shall promptly notify Mortgagee in writing of any claim, lien, security interest, right, encumbrance or any other occurrence that may be adverse to Mortgagee's security interest in the Collateral; (c) shall defend the Collateral from all claims, liens, security interests, rights, encumbrances and other matters that are adverse to Mortgagee's security interest in the Collateral; (d) shall promptly pay all costs and expenses relating to the purchase, ownership, or use of the Collateral, including all liens, taxes, assessments and charges of any board, commission, department, agency, court, or other body of any governmental unit (e.g., without limitation, (i) the federal government and the

departments thereof and (ii) applicable state governments and any cities, counties, or other political subdivisions or special districts organized thereunder) having jurisdiction over, in each case, the matter, thing, or person in question (collectively, “**Governmental Authorities**”) levied, assessed or imposed on all or part of the Collateral; (e) shall not sell, transfer, pledge (including, without limitation, any assignment for the benefit of creditors other than Mortgagee), hypothecate, lease or otherwise dispose of or abandon all or part of the Collateral without Mortgagee’s prior written consent, except for the sale of inventory in the ordinary course of Mortgagor’s business or the disposition of any Collateral that is replaced with new Collateral of substantially comparable value and utility; (f) shall not remove any material part of the Collateral that consists of tangible personal property from its location on the Property without Mortgagee’s prior written consent; (g) shall, upon Mortgagee’s request, give notice, in form and substance acceptable to Mortgagee, to any or all account debtors designated by Mortgagee of Mortgagor’s grant of a security interest in any Collateral that consists of accounts, contract rights, instruments, documents, or general intangibles (collectively, the “**Accounts**” and individually, an “**Account**”); (h) following the occurrence of any Event of Default, shall not compromise, settle, adjust, or grant any discount, credit, or allowance to any Account debtor without Mortgagee’s prior written consent; (i) shall undertake any and all other acts necessary or appropriate to maintain, preserve and protect the Collateral and Mortgagee’s security interest therein, including any actions requested by Mortgagee; (j) shall not without Mortgagee’s prior written consent, given at Mortgagee’s sole discretion, make or acquiesce in making any changes to organizational documents of Mortgagor or any affiliate thereof or interest holder therein (e.g., without limitation and if applicable, articles of organization, articles of incorporation, operating agreement, bylaws, certificate of formation, partnership agreement) that, in each case, violate or are inconsistent with Mortgagor’s obligations under the Credit Documents or materially alter Mortgagor’s performance of its duties under the Credit Documents (each an “**Unauthorized Amendment**”), and Mortgagor hereby agrees that Unauthorized Amendments shall not adversely affect Mortgagee’s rights and remedies against Mortgagor under the Credit Documents and that Mortgagor shall be estopped from using any Unauthorized Amendment as a defense to or to otherwise impair, delay, or undermine Mortgagee’s remedies against Mortgagor under the Credit Documents; and (k) shall execute and deliver to Mortgagee such other documents as Mortgagee may request in order to evidence, effectuate, perfect, maintain, preserve or protect Mortgagee’s security interest in the Collateral, including, without limitation, financing statements, continuation financing statements, financing statement amendments, security agreements, and assignments. If Mortgagor fails to execute and deliver to Mortgagee any document requested by Mortgagee pursuant to this Section 4.8 within ten (10) days after such request, then Mortgagor irrevocably appoints Mortgagee, with full power of substitution, as Mortgagor’s attorney-in-fact, coupled with an interest, with full power, in its own name or in the name of Mortgagor, to execute such document on behalf of Mortgagor. Mortgagor has set forth above its full and correct name, and Mortgagor does not presently use any other names or tradenames, except for those tradenames specifically disclosed in writing by Mortgagor to Mortgagee prior to the recordation of this Mortgage. Nothing contained in this Article 4 may be construed to obligate Mortgagee to act on behalf of Mortgagor as attorney-in-fact.

4.9. FOR PURPOSES OF THE UCC THE FOLLOWING INFORMATION IS FURNISHED:

Name, address of Debtor(s): 4601 Coral Gables Property, LLC
2701 S. Le Jeune Road, Floor 10
Coral Gables, Florida 33134
Attn: General Counsel

Name and address of Secured Party	Hazel Partners Holdings LLC 251 Little Falls Drive Wilmington, DE 19808 Attn: Ops
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Description of the type See Section 4.1.
(or items) of property (constituting the
Collateral):

Description of real property
to which the Collateral
is attached or upon which
it is or will be located:
See Exhibit A hereto.

ARTICLE 5

REPRESENTATIONS AND WARRANTIES

5.1. **Mortgagor's Representations and Warranties.** Mortgagor represents and warrants to Mortgagee that the following statements are true and correct as of the date set forth in the preamble, each and every date during the existence of the Loan, or any portion thereof, as the context admits or requires:

(a) Legal Status; Authorization and Validity. Mortgagor is qualified or licensed to do business in all jurisdictions in which such license or qualification is required. The execution and delivery of this Mortgage and the other Credit Documents have been duly authorized and this Mortgage and the other Credit Documents each constitute a valid and binding obligation of Mortgagor, in accordance with its terms, except as such enforcement may be limited by bankruptcy, insolvency, moratorium or other laws affecting the enforcement of creditors' rights, or by the application of rules of equity.

(i) The person executing this Mortgage has all necessary power and authority to execute and deliver this Mortgage for, on behalf of, and in the name of such Mortgagor.

(ii) If Mortgagor is a trust or Mortgagor has caused any trust documents to be delivered to Mortgagee in connection with its organizational structure, Mortgagor's trust documents or such other trust documents have not been amended or altered (except for such amendments as have been provided to Mortgagee) and are in full force and effect as of the date hereof.

(b) No Conflicts. The execution, delivery and performance of the Credit Documents by Mortgagor and the transactions contemplated hereby will not conflict with or result in a breach of any of the terms or provisions of, or constitute a default under, or result in the creation or imposition of any lien or encumbrance (other than pursuant to the Credit Documents) upon any of the property of Mortgagor pursuant to the terms of, any agreement or instrument to which Mortgagor is a party or by which its property is subject, nor will such action result in any violation of the provisions of any statute or any order, rule or regulation of any governmental authority having jurisdiction over Mortgagor or any of its properties. Any consent, approval, authorization, order, registration or qualification of or with any governmental authority required for the execution, delivery and performance by Mortgagor of the Credit Documents has been obtained and is in full force and effect.

(c) Permits. Mortgagor, or an affiliate thereof if permitted to do so under applicable law, possess all permits, franchises, licenses, entitlements, trade names and fictitious names, necessary for Mortgagor to undertake the business activities related to its possession of the Property.

(d) Legal Counsel. Mortgagor has had an adequate opportunity to consult with legal counsel of Mortgagor's choosing prior to executing and delivering this Mortgage.

(e) Non-Circumvention. The execution, delivery and performance by Mortgagor of this Mortgage and the other Credit Documents do not violate any provision of any law or regulation, or result in any breach or default under any contract, obligation, indenture or other instrument to which Mortgagor is a party or by which Mortgagor is bound.

(f) Litigation. There are no pending or threatened actions, claims, investigations, suits or proceedings before any Governmental Authorities, court or administrative agency that may adversely affect the financial condition or operations of Mortgagor other than those previously disclosed in writing by Mortgagor to Mortgagee.

(g) Financial Statements. The financial statements, if any, of Mortgagor and/or its sole member previously delivered by Mortgagor to Mortgagee: (i) are materially complete and correct; and (ii) present fairly the financial condition of such party. Since the date of such financial statements, there has been no material adverse change in such financial condition, nor have any assets or properties reflected on such financial statements been sold, transferred, assigned, mortgaged, pledged or encumbered except as previously disclosed in writing by Mortgagor to Mortgagee, prior to Mortgagee's issuing a final commitment letter, and approved in writing by Mortgagee.

(h) Income Taxes. There are no pending assessments or adjustments of Mortgagor's income tax payable with respect to any year.

(i) Subordination. There is no agreement or instrument to which Mortgagor is a party or by which Mortgagor is bound that would require the subordination in right of payment of any of Mortgagor's obligations under the Credit Documents to an obligation owed to another party.

(j) Title. Mortgagor lawfully holds and possesses fee simple title to the Property, without limitation on the right to encumber same. This Mortgage is a first lien on the Property prior and superior to all other liens and encumbrances on the Property except: (i) liens for real estate taxes and assessments not yet due and payable; (ii) senior exceptions previously approved by Mortgagee and shown in the title insurance policy insuring the lien of this Mortgage; and (iii) other matters, if any, previously disclosed to Mortgagee by Mortgagor and approved by Mortgagee in a writing specifically referring to this representation and warranty.

(k) Items Due and Payable. No Event of Default exists under this Mortgage, and all of the following items regarding this Mortgage which have become due and payable have been paid.

(l) Liens. There are no mechanics' or similar liens or claims that have been filed for work, labor or material (and no rights are outstanding that under law could give rise to any such liens) affecting the Property that are or may be prior to or equal to the lien of this Mortgage.

(m) Encroachments. To the best of Mortgagor's knowledge, except as shown in the survey, if any, previously delivered to Mortgagee, none of the buildings or other improvements that were included for the purpose of determining the appraised value of the Property lies outside of the boundaries or building restriction lines of the Property, and no buildings or other improvements located on adjoining properties encroach upon the Property.

(n) Tax Returns. Mortgagor has provided true, correct and complete copies of the tax returns for Mortgagor, or of the person whose tax return contains the tax liabilities of Mortgagor if Mortgagor is a disregarded entity (collectively, the "**Tax Return**"), which Tax Return is the most recent tax return prepared for Mortgagor. The Tax Return gives a true, correct and complete statement of financial condition for Mortgagor as of the date hereof.

(o) Taxes Paid. Mortgagor has filed all federal, state, county and municipal tax returns required to have been filed by Mortgagor, and has paid all taxes which have become due pursuant to such returns or to any notice of assessment received by Mortgagor, and Mortgagor has no knowledge of any basis for additional assessment with respect to such taxes. To the best of Mortgagor's knowledge, there are not presently pending any special assessments against the Property or any part thereof.

(p) Leases. There are no existing Leases affecting the Property

(q) Collateral. Mortgagor has good title to the existing Collateral. Mortgagor has not previously assigned or encumbered Mortgagor's interest in any of the Collateral, and no financing statement that remains in force covering any of the Collateral has been delivered to any other person or entity. Mortgagor's principal place of business is located at the address shown in Section 4.9.

(r) Condition and Use of Property. Except as shown in the property condition survey or other engineering reports, if any, previously delivered to or obtained by Mortgagee, the Property is in good condition and repair and is free from any damage, waste or defect that would materially and adversely affect the value of the Property as security for the Loan or the intended use of the Property. The Property is and shall remain for the term of Loan exclusively used for the same commercial purpose as existing as of the date this Mortgage is entered into.

(s) Wetlands. No part of the Property consists of or is classified as wetlands, tidelands or swamp and overflow lands.

(t) Compliance with Laws; ERISA.

(i) The Property is used exclusively for parking and other appurtenant and related uses. In the event that all or any part of the Improvements are destroyed or damaged, said Improvements shall be legally reconstructed to their condition prior to such damage or destruction, and thereafter exist for the same use without violating any zoning or other ordinances applicable thereto and without the necessity of obtaining any variances or special permits. No legal proceedings are pending or, to the knowledge of Mortgagor, threatened with respect to the zoning of the Property. Neither the zoning nor any other right to construct, use or operate the Property is in any way dependent upon or related to any property other than the Property. All certifications, permits, licenses and approvals, including certificates of completion and occupancy permits required for the legal use, occupancy and operation of the Property (collectively, the "**Licenses**"), have been obtained and are in full force and effect. The use being made of the Property is in conformity with the certificate of occupancy issued for the Property and all other restrictions, covenants and conditions affecting the Property.

(ii) Mortgagor shall not engage in any transaction that would cause any obligation, or action taken or to be taken, hereunder (or the exercise by Mortgagee of any of its rights under the Credit Agreement, this Mortgage and the other Credit Documents) to be a non-exempt (under a statutory or administrative class exemption) prohibited transaction under the Employee Retirement Income Security Act of 1974, as amended ("**ERISA**").

(iii) Mortgagor (i) is not and shall not be an "employee benefit plan," as defined in Section 3(3) of ERISA, or a "plan," as defined in Section 4975 of the Code, (ii) none of the assets of Mortgagor constitutes or will constitute "plan assets" of one or more "benefit plan investors" (as those terms are defined in the Plan Asset Regulation), (iii) Mortgagor is not and shall not be a "governmental plan" within the meaning of Section 3(32) of ERISA, and (iv) transactions by or with Mortgagor are not and will not be subject to state statutes

regulating investment of, and fiduciary obligations with respect to, governmental plans. As of the date hereof, neither Mortgagor, nor any ERISA affiliate maintains, sponsors or contributes to any Plan or any Welfare Plan that provides any benefits to any former employee (or the spouse or dependent of any such former employee) of the Mortgagor or any of its ERISA Affiliates after such employee's retirement or termination of employment (other than COBRA continuation coverage required to be provided pursuant to Sections 601 through 607 of ERISA or Section 4980B of the Code).

(u) Intentionally Omitted.

(v) Property Taxes and Other Liabilities. All taxes, governmental assessments, insurance premiums, water, sewer and municipal charges, and ground rents, if any, that previously became due and owing in respect of the Property have been paid.

(w) Condemnation. There is no proceeding pending or threatened for the total or partial condemnation of the Property.

(x) Homestead. There is no homestead, dower, or other exemption available to Borrower or Mortgagor that would materially interfere with the right to sell the Property at a foreclosure of this Mortgage.

(y) Property. Mortgagor owns (or will own, prior to the date set forth in the preamble) fee simple title to the Property. This Mortgage creates the lien and security it purports to create and is a valid and binding obligation of Mortgagor enforceable against Mortgagor and the Property in accordance with its terms.

(z) No Default. The execution, delivery and performance of the obligations imposed on Mortgagor under this Mortgage will not cause Mortgagor to be in default under the provisions of any agreement, judgment or order to which Mortgagor is a party or by which Mortgagor is bound.

(aa) Items Due and Payable. No Event of Default exists under the Loan, and all of the following items regarding the Property which have become due and payable have been paid, or, with the approval of Mortgagee, an escrow fund sufficient to pay them has been established: taxes; government assessments; insurance premiums; water, sewer and municipal charges; leasehold payments; ground rents; and any other charges affecting the Property.

(bb) Compliance with Applicable Laws and Regulations. All Improvements to the Property and the use of the Property comply with all applicable statutes, rules and regulations, including, without limitation, all applicable statutes, rules and regulations pertaining to requirements for equal opportunity, anti-discrimination, fair housing, environmental protection, zoning and land use. Improvements on the Property comply with applicable health, fire, and building codes and the Americans with Disabilities Act 42 U.S.C.A. Section 12101 et seq., as amended from time to time (the "ADA"), or, if exempt from the ADA, the Improvements are accessible to and useable by persons with disabilities and shall at all times during the term of the Loan be in compliance with applicable law and regulations. There is no evidence of any illegal activities relating to controlled substances on the Property. All required permits, licenses and

certificates for the lawful use and operation of the Property, including, but limited to, certificates of occupancy, municipal licenses, or the equivalent, have been obtained and are current and in full force and effect.

(cc) Insurance Policies. Mortgagor has furnished to Mortgagee all insurance policies it maintains on the Property and certificates evidencing such coverage.

(dd) No Insolvency Proceeding or Judgment. Mortgagor is not currently (a) the subject of or a party to any completed or pending bankruptcy, reorganization or insolvency proceeding; or (b) the subject of any judgment unsatisfied of record or docketed in any court of the state in which the Property is located or in any court located in the United States.

(ee) No Subordinate Financing. Except as otherwise expressly approved by Mortgagee in writing signed by an officer of Mortgagee holding the title Executive Vice President or more senior, no part of the Property is, or will become, subject to a subordinate mortgage, mortgage, security instrument (other than this Mortgage), or other type of subordinate lien.

(ff) No Labor or Material Supplier Claims. All parties furnishing labor and materials have been paid in full and, except for such liens or claims insured against by the policy of title insurance to be issued in connection with the Loan, there are no mechanics', laborers' or material supplier's liens or claims outstanding for work, labor or materials affecting the Property, whether prior to, equal with or subordinate to the lien of this Mortgage.

(gg) No Other Interests. No person has (a) any possessory interest in the Property or right to occupy the same except under and pursuant to the provisions of existing leases by and between a tenant and Mortgagor, the material terms of all such leases having been previously disclosed to Mortgagee, or (b) an option to purchase the Property or an interest therein (including, without limitation, any right of first offer or refusal).

(hh) Property Characteristics. No part of the Property is included or assessed under or as part of another tax lot or parcel, no part of any other property is included or assessed under or as part of the tax lot or parcels for the Property, other than as expressly disclosed to Mortgagee in writing and accepted by Mortgagee during its underwriting process.

(ii) Operating Statements. Mortgagor has provided Mortgagee a true, correct and complete copy of its most recent operating statement (the "**Operating Statement**"), if any, prepared for the Property, which Operating Statement gives a true, correct and complete statement of financial conditions for the Property as of the date hereof.

(jj) Service Contracts. Mortgagor has provided Mortgagee with a true, correct and complete list of all service contracts and service agreements relating to the Property and/or the ownership, maintenance and operation of the Improvements located on the Property (the "**Service Contracts**"). Each of the Service Contracts is in full force and effect in accordance with its terms; neither party is in default under any of the Service Contracts; true, correct and complete copies of each of the Service Contracts have been provided to Mortgagee in connection with its underwriting of the Loan; and each of the Service Contracts is terminable on not more than thirty (30) days' notice without the payment of any fee, penalty, cost or expense.

(kk) Furniture, Fixtures and Equipment. Except for furniture and trade fixtures, equipment, and other personal property owned by any tenant of the Property, all furniture, fixtures and equipment used in connection with the ownership, management, operation and maintenance of the Property are free and clear of any right, title or interest of any other person or entity.

(ll) Financial Statements. The financial statements of Mortgagor reflect a positive net worth as of the date thereof.

(mm) Insolvency. Mortgagor is not presently insolvent, and the Loan will not render Mortgagor insolvent. The term "insolvent" means, either and in each case, that (i) the sum total of all of a person's liabilities (whether secured or unsecured, contingent or fixed, or liquidated or unliquidated) is in excess of the value of all such entity's non-exempt assets, i.e., all of the assets of the entity that are available to satisfy claims of creditors or (ii) a person will not be able to pay all creditors as obligations become due.

(nn) Fraudulent Transfer. Mortgagor has not entered into this Mortgage or any other Credit Document with the actual intent to hinder, delay, or defraud any creditor, and Mortgagor has received reasonably equivalent value in exchange for its obligations under this Mortgage and the other Credit Documents. Giving effect to the transactions contemplated by the Credit Documents, the fair saleable value of Mortgagor's assets exceeds and will, immediately following the execution and delivery of the Credit Documents, exceed Mortgagor's total probable liabilities, including subordinated, unliquidated, disputed or contingent liabilities, including the maximum amount of its contingent liabilities or its debts as such debts become absolute and matured. Mortgagor's assets do not and, immediately following the execution and delivery of the Credit Documents will not, constitute unreasonably small capital to carry out its business as conducted or as proposed to be conducted. Mortgagor does not intend to, and does not believe that it will, incur debts and liabilities (including contingent liabilities and other commitments) beyond its ability to pay such debts as they mature (taking into account the timing and amounts to be payable on or in respect of obligations of Mortgagor).

(oo) Working Capital. After the Loan is made, Mortgagor will have sufficient working capital, including cash flow from the Property or other assets, not only to adequately maintain the Property, but also to pay all of Mortgagor's outstanding debts as they come due.

(pp) No Material Change. There has been no material change in the occupancy of the Property or the business, financial condition or results of operations of Mortgagor, the Property or, to the best of Mortgagor's knowledge, any tenant of the Property, from the date of the application to Mortgagee to make the Loan, other than in connection with the regular commencement and/or, expiration of short-term leases and rental agreements ordinarily occurring as part of the business conducted on the Property and as disclosed by Mortgagor to Mortgagee in Mortgagee's underwriting process for the Loan.

(qq) Investigation and Inquiry. Mortgagor makes the representations and warranties contained this Section 5.1 following Mortgagor's reasonable inquiry and investigation into the matters and facts to which Mortgagor is attesting, and Mortgagor's inquiry and investigation has confirmed the accuracy of Mortgagor's statements made in this Section 5.1.

(rr) Federal Reserve Regulations; Investment Company Act. No part of the proceeds of the Loan will be used for the purpose of purchasing or acquiring any "margin stock" within the meaning of Regulation U of the Board of Governors of the Federal Reserve System or for any other purpose that would be inconsistent with such Regulation U or any other regulation of such Board of Governors, or for any purpose prohibited by Legal Requirements or any Credit Document. Mortgagor is not (i) an "investment company" or a company "controlled" by an "investment company," within the meaning of the Investment Company Act of 1940, as amended; or (ii) subject to any other federal or state law or regulation which purports to restrict or regulate its ability to borrow money.

ARTICLE 6

RIGHTS AND DUTIES OF THE PARTIES

6.1. Maintenance and Preservation of the Property. Mortgagor shall: (a) keep the Property in good condition and repair; (b) complete or restore promptly and in workmanlike manner the Property or any part thereof which may be damaged or destroyed (unless, if and to the extent permitted under Section 6.11 hereof, Mortgagee elects to require that insurance proceeds be used to reduce the Secured Obligations and after such repayment the ratio of Secured Obligations to the value of the Property, as reasonably determined by Mortgagee is the same as or lower than it was immediately before the loss or taking occurred); (c) comply and cause the Property to comply with (i) all laws, ordinances, regulations and standards, (ii) all covenants, conditions, restrictions and equitable servitudes, whether public or private, of every kind and character and (iii) all requirements of insurance companies and any bureau or agency which establishes standards of insurability, which laws, covenants or requirements affect the Property and pertain to acts committed or conditions existing thereon, including, without limitation, any work of alteration, improvement or demolition as such laws, covenants or requirements mandate; (d) operate and manage the Property at all times in a professional manner and do all other acts that from the character or use of the Property may be reasonably necessary to maintain and preserve its value; (e) promptly after execution, deliver to Mortgagee a copy of any management agreement concerning the Property and all amendments thereto and waivers thereof; and (f) execute and acknowledge all further documents, instruments and other papers as Mortgagee deems necessary or appropriate to preserve, continue, perfect and enjoy the benefits of this Mortgage and perform Mortgagor's obligations, including, without limitation, statements of the amount secured hereby then owing and statements of no offset. Mortgagor shall not: (a) remove or demolish all or any material part of the Property; (b) alter either (i) the exterior of the Property in a manner that materially and adversely affects the value of the Property, or (ii) the roof or other structural elements of the Property in a manner that requires a building permit; (c) initiate or acquiesce in any change in any zoning or other land classification that affects the Property; (d) materially alter the type of occupancy or use of all or any part of the Property; or (e) commit or permit waste of the Property.

6.2. Compliance with Laws. Mortgagor shall comply with all federal, state and local laws, rules and regulations applicable to the Property, including, without limitation, all zoning and building requirements and all requirements of the ADA. Mortgagor shall possess and maintain in full force and effect at all times (a) all certificates of occupancy and other licenses, permits and

authorizations required by applicable law for the existing use of the Property, and (b) all permits, franchises and licenses and all rights to all trademarks, trade names, patents and fictitious names, if any, required by applicable law for Mortgagor to conduct the business(es) in which Mortgagor is now engaged.

6.3. Litigation. Mortgagor shall promptly notify Mortgagee in writing of any litigation pending or threatened against either Mortgagor claiming damages in excess of \$50,000 and of all pending or threatened litigation against either Mortgagor if the aggregate damage claims against Mortgagor exceed \$100,000.00.

6.4. Business Structure Change, Alienation of Assets. Mortgagor shall not: (a) merge or consolidate with any other entity, except when authorized to do so with the prior written consent of Mortgagee as expressly authorized pursuant to Section 6.15 hereof; (b) make any substantial change in the nature of Mortgagor's business or structure; (c) acquire all or substantially all of the assets of any other entity or permit Mortgagor to acquire all or substantially all of the assets of any other entity; or (d) sell, lease, assign, transfer or otherwise dispose of a material part of Mortgagor's assets except in the ordinary course of Mortgagor's business.

6.5. Accounting Records. Mortgagor shall maintain adequate books and records in accordance with the same accounting standard used by Mortgagor to prepare the financial statements delivered to and approved by Mortgagee in connection with the making of the Loan or other accounting standards approved by Mortgagee. Mortgagor shall permit any representative of Mortgagee, at any reasonable time and from time to time, to inspect, audit and examine such books and records and make copies of same.

6.6. Financial Statements and Accounts.

6.6.1. Statements Required. During the term of the Loan or while any liabilities of Mortgagor to Mortgagee under any of the Credit Documents remain outstanding and unless Mortgagee otherwise consents in writing, Mortgagor shall provide to Mortgagee or cause to be provided to Mortgagee, each of the financial statements and reports required by the Credit Agreement and from time to time, such other information with regard to Mortgagor or the Property as Mortgagee may reasonably request in writing.

6.6.2. Form; Warranty. Mortgagor agrees that all financial statements to be delivered to Mortgagee, pursuant to the Credit Agreement or Section 6.6.1 hereof, shall: (a) be complete and correct and shall not contain any misrepresentation or omission of a material fact; (b) present fairly the financial condition of the party; (c) disclose all liabilities that are required to be reflected or reserved against; and (d) be prepared in accordance with the same accounting standard used by Mortgagor to prepare the financial statements delivered to and approved by Mortgagee in connection with the making of the Loan or other accounting standards acceptable to Mortgagee. By delivering any such financial statement, Mortgagor shall be deemed to warrant and represent that, as of the date of delivery of any such financial statement, there has been no material adverse change in financial condition, nor have any assets or properties been sold, transferred, assigned, mortgaged, pledged or encumbered since the date of such financial statement except as disclosed by Mortgagor in a writing delivered to Mortgagee.

6.6.3. Accounts and Primary Banking Relationships. Mortgagor shall establish its primary deposit and operating accounts with Mortgagee.

6.7. Costs, Expenses and Fees. Mortgagor agrees to pay to Mortgagee immediately and upon demand all costs and expenses incurred by Mortgagee in the enforcement of the terms and conditions of this Mortgage (including, without limitation, court costs and attorneys' fees, whether incurred in litigation or not) with interest from the date of expenditure until said sums have been paid at the rate of interest applicable to the principal balance of the Loan as specified in the Credit Agreement. Mortgagor shall pay to Mortgagee the full amount of all costs and expenses, including, without limitation, attorneys' fees (i.e., outside counsel), incurred by Mortgagee in connection with: (a) appraisals and inspections of the Property or Collateral required by Mortgagee as a result of (i) a Transfer (as hereinafter defined) or proposed Transfer, or (ii) an Event of Default; (b) any acts performed or proposed to be performed by Mortgagee at Mortgagor's request or wholly or partially for the benefit of Mortgagor (including, without limitation, the preparation or review of amendments, consents, authorizations, assumptions, waivers, releases, reconveyances, estoppel certificates or statements of amounts owing under any Secured Obligation); (c) when permissible pursuant to applicable law and without limitation to Mortgagee's rights under sub-clauses (a), (b), and (d) of this Section 6.7, any out-of-pocket expenses or costs incurred by Mortgagee in taking any action prudent or reasonably necessary, in each case, in Mortgagee's judgment to protect or preserve the priority of, in each case, Mortgagee's liens arising under this Mortgage and securing the Secured Obligations; and (d) when permissible pursuant to applicable law and without limitation to Mortgagee's rights under the preceding sub-clauses (a), (b), and (c) of this Section 6.7, any out-of-pocket costs and expenses incurred by Mortgagee and its agents in responding to third-party legal process, subpoenas, or similar legal demands received by Mortgagee and its agents as a result of or in relation to, in each case, the Secured Obligations, this Mortgage or Mortgagor's business with Mortgagee, including, without limitation charges, expenses, attorney's fees and costs upon any appeal, and in any bankruptcy proceedings and in any arbitration proceeding (including, without limitation, any adversary proceeding, contested matter or motion) or otherwise incurred by Mortgagee as a result thereof. Mortgagor shall pay all costs and expenses arising under this Section 6.7 immediately upon demand by Mortgagee. Any administrative fees owed to Mortgagee pursuant to the Credit Documents, including, without limitation, those owed pursuant to Section 6.15 hereof shall be due and payable immediately upon Mortgagor requesting the action from Mortgagee and shall be non-refundable, irrespective of the disposition of the request by Mortgagee. Mortgagor shall have no expectation that Mortgagee commence review of any matter or request prior to Mortgagor paying the required fee pursuant to the Credit Documents. In addition and without limitation to Mortgagee's right to recover all its out-of-pocket expenses from Mortgagor on demand as provided in this Section 6.7, Mortgagee shall have the right to require Mortgagor to provide a legal deposit (i.e., payment in advance) before engaging outside counsel to do any legal work and to refresh that deposit, at Mortgagee's request, over the pendency of the matter. For the avoidance of doubt, any reference in the Credit Documents to out-of-pocket costs or expenses incurred by Mortgagee shall be construed, without limitation to other kinds of costs and expenses incurred by Mortgagee, to include attorneys' fees (i.e., outside counsel). For the further avoidance of doubt, no other provision regarding Mortgagee's right to payment of fees, costs, and expenses from Mortgagor contained in either (i) this Mortgage or (ii) any other Credit Document, in each case, may be construed to limit Mortgagee's rights pursuant to this Section 6.7, including, without limitation, Mortgagee's right to require an advance deposit for legal fees (it

being understood that any other provision of the Credit Documents pertaining to Mortgagee's right to payment of fees, costs, and expenses, from Mortgagor in each case, shall be construed consistent with this Section 6.7). Without limiting the generality of the immediately preceding sentence, no provision specifically requiring payment of a fee, cost, or expense to Mortgagee by Mortgagor, by being so affirmatively and specifically stated in any Credit Document, may be construed to limit Mortgagee's rights to payment pursuant to this Section 6.7 for any fee, cost, or expense, in each case, provided for by this Section 6.7, but not so specifically stated. In the event that any party brings any suit or other proceeding with respect to the subject matter or enforcement of this Mortgage, including without limitation, in appellate proceedings or in any action or participation in, or in connection with, any case or proceeding under Chapter 7, 11 or 13 of the Bankruptcy Code, 11 United States Code Sections 101 et seq., or any successor statutes, the prevailing party (as determined by the court, agency or other authority before which such suit or proceeding is commenced) shall, in addition to such other relief as may be awarded, be entitled to recover reasonable attorneys' fees, expenses and costs of investigation.

6.8. No Other Liens, Encumbrances and Charges. Without obtaining Mortgagee's prior written consent pursuant to Section 6.15 (which consent shall be granted or withheld in Mortgagee's sole and absolute discretion and at Mortgagor's sole cost and expense), Mortgagor shall not incur against the Property any debt, secured or unsecured, direct or indirect, absolute or contingent (including guaranteeing any obligation), other than the Loan and trade debt incurred in the ordinary course of Mortgagor's business (with any such trade debt to be paid within sixty (60) days of the date such debt was incurred and, in any event, prior to delinquency). Mortgagor shall immediately discharge by bonding or otherwise any lien, charge or other encumbrance that attaches to the Property in violation of Section 6.15. Subject to Mortgagor's right to contest such matters under this Mortgage or as expressly permitted in the Credit Documents, Mortgagor shall pay when due all obligations secured by or reducible to liens and encumbrances that shall now or hereafter encumber or appear to encumber all or any part of the Property or any interest therein, whether senior or subordinate hereto, including, without limitation, all claims for work or labor performed, or materials or supplies furnished, in connection with any work of demolition, alteration, repair, improvement or construction of or upon the Property, except such as Mortgagor may in good faith contest or as to which a bona fide dispute may arise (provided that provision is made to the satisfaction of Mortgagee for eventual payment thereof in the event that Mortgagor is obligated to make such payment and that any recorded claim of lien, charge or other encumbrance against the Property is immediately discharged by bonding or otherwise).

6.9. Taxes and Other Liabilities. Mortgagor shall pay and discharge when due any and all indebtedness, obligations, assessments and taxes, both real and personal and including federal and state income taxes and state and local property taxes and assessments by or before the due date and taxes upon the recording of the Mortgage. Mortgagor shall promptly provide to Mortgagee copies of all tax and assessment notices pertaining to the Property. Borrower and Mortgagor hereby agrees that, in the event that it is determined that additional Florida documentary stamp taxes or intangible personal property taxes are due hereon or on any mortgage or promissory note executed in connection herewith (including, without limitation, the Notes), Borrower and Mortgagor shall indemnify and hold harmless Mortgagee for all such documentary stamp and/or intangible taxes, including all penalties and interest assessed or charged in connection therewith. Borrower and Mortgagor shall remit the same to Mortgagee immediately on demand from

Mortgagee. If such sums are advanced by Mortgagee, the amount advanced shall be secured by this Mortgage.

6.10. Property Tax Assessments and Valuations. Mortgagor and Borrower grant to Mortgagee the right and privilege (but not the obligation), in Mortgagee's sole and absolute discretion, while any uncured default exists, to seek and obtain from applicable governmental authorities reductions in the assessed or appraised values for ad valorem tax purposes of all real and personal property encumbered by this Mortgage or any other document evidencing or securing the Loan secured hereby. Any costs incurred by Mortgagee in doing so (including, but not limited to, reasonable attorneys' and paralegals' fees) shall be considered advances for the protection of Mortgagee's security, shall be repayable by Borrower to Mortgagee upon demand, and shall be secured by this Mortgage to the same extent as the other indebtedness secured hereby.

6.11. Insurance Coverage. Mortgagor shall insure the Property against loss or damage by fire and such other hazards as Mortgagee shall from time to time require, however, not to exceed full replacement cost; provided, however, (a) Mortgagee, at Mortgagee's election, may only require flood insurance if all or any portion of the Improvements located on the Property is or becomes located in a special flood hazard area; and (b) Mortgagee, at Mortgagee's election, may only require earthquake insurance if all or any portion of the Property is or becomes located in an earthquake fault zone. Mortgagor shall also carry public liability insurance and such other insurance as Mortgagee may require. Such policies shall contain a standard mortgage clause naming Mortgagee and its successors and assigns as a loss payee or additional insured, as appropriate, and requiring at least thirty (30) days' prior notice to the holder at termination or cancellation. Mortgagor shall maintain all required insurance at Mortgagor's expense, in companies, and in substance and form satisfactory to Mortgagee, including, without limitation, an agreed amount endorsement. Mortgagee, by reason of accepting, rejecting, approving or obtaining insurance shall incur any liability for: (a) the existence, nonexistence, form or legal sufficiency of any insurances; (b) the solvency of any insurer; or (c) the payment of claims.

If Mortgagor fails to maintain and deliver to Mortgagee the original policies or certificates of insurance required by this Mortgage, upon ten (10) days' prior notice to Mortgagor, Mortgagee may procure such insurance at Mortgagor's sole cost and expense. Mortgagor agrees to deliver to Mortgagee promptly upon receipt, but in any event no later than thirty (30) days' prior to the termination of any of such insurance policies, a renewal policy (or certificate of insurance evidencing the same) satisfying the requirements of this Mortgage.

6.12. Insurance and Condemnation Proceeds.

(a) Assignment of Claims. Mortgagor absolutely and irrevocably assigns to Mortgagee all of the following rights, claims and amounts (collectively, the "**Claims**"), all of which shall be paid to Mortgagee: (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; (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; (iii) all proceeds of any insurance policies payable by reason of loss sustained to all or any part of the Property; and (iv) all interest which may accrue on any of the foregoing. Mortgagor shall give

Mortgagee prompt written notice of the occurrence of any casualty affecting, or the institution of any proceedings for eminent domain or for the condemnation of, the Property or any portion thereof. Mortgagee may, in each case, commence, appear in, defend or prosecute any Claim, and may adjust, compromise, and settle all Claims, but shall not be responsible for any failure to commence, appear in, defend, prosecute or collect any such Claim regardless of the cause of the failure. All awards, proceeds, and other sums described herein shall be payable to Mortgagee.

(b) Application of Proceeds; No Event of Default. (1) So long as no Event of Default has occurred and is continuing at the time of Mortgagee's receipt of the proceeds of the Claims (the "Proceeds") and no Event of Default occurs thereafter, Mortgagee shall apply the Proceeds in the following order of priority: First, to Mortgagee's expenses in settling, prosecuting or defending the Claims; Second, to the repair or restoration of the Property; and Third, to Mortgagor if and only if the repair or restoration of the Property has been completed to the satisfaction of Mortgagee, but otherwise, to the Secured Obligations, in any order, without suspending, extending or reducing any obligation of Mortgagor to make installment payments if the repair or restoration of the Property has not been completed. (2) Notwithstanding the foregoing, Mortgagee shall not have any obligation to make any Proceeds available for the repair or restoration of the Property unless and until all the following conditions have been satisfied in Mortgagee's sole and absolute discretion: (i) delivery to Mortgagee of the Proceeds plus any additional amount that is needed to pay all costs of the repair or restoration (including, without limitation, taxes, financing charges, insurance and rent during the repair period); (ii) establishment of an arrangement for lien releases and disbursement of funds acceptable to Mortgagee; and (iii) delivery to Mortgagee in form and content acceptable to Mortgagee of all of the following: (aa) plans and specifications for the work; (bb) a contract for the work, signed by a contractor acceptable to Mortgagee; (cc) a cost breakdown for the work; (dd) if required by Mortgagee, a payment and performance bond for the work; (ee) evidence of the continuation of any Leases unless consented to in writing by Mortgagee; (ff) evidence that, upon completion of the work, the size, capacity, value, and income coverage ratios for the Property will be at least as great as those which existed immediately before the damage or condemnation occurred; and (gg) evidence of the satisfaction of any additional conditions that Mortgagee may reasonably establish to protect Mortgagee's security. Mortgagor acknowledges that the specific conditions described above are reasonable.

(c) Application of Proceeds; Event of Default. If an Event of Default has occurred and is continuing at the time of Mortgagee's receipt of the Proceeds or if an Event of Default occurs at any time thereafter, Mortgagee may, at Mortgagee's absolute discretion and regardless of any impairment of security or lack of impairment of security, but subject to applicable law governing use of the Proceeds, if any, apply all or any of the Proceeds to Mortgagee's expenses in settling, prosecuting or defending the Claims and then apply the balance to the Secured Obligations in any order without suspending, extending or reducing any obligation of Mortgagor to make installment payments, and may release all or any part of the Proceeds to Mortgagor upon any conditions Mortgagee chooses.

6.13. Defense and Notice of Losses, Claims and Actions. Mortgagor shall protect, preserve and defend the Property and title to and right of possession of the Property, the security and priority of this Mortgage, and the rights and powers of Mortgagee hereunder, in each case, at

Mortgagor's sole expense against all adverse claims, whether the claim: (a) is against a possessory or non-possessory interest; (b) arose prior or subsequent to the date set forth in the preamble; or (c) is senior or junior to Mortgagor's or Mortgagee's rights. Mortgagor shall provide Mortgagee prompt notice in writing of the assertion of any claim, of the filing of any action or proceeding, of the occurrence of any damage to the Property and of any condemnation offer or action.

6.14. **Right of Inspection.** Mortgagee and its independent contractors, agents and employees may enter the Property from time to time at any reasonable time for the purpose of inspecting the Property and ascertaining Mortgagor's compliance with the terms of this Mortgage. Mortgagee will use commercially reasonable efforts to assure that Mortgagee's entry upon and inspection of the Property will not materially and unreasonably interfere with the business or operations of Mortgagor's tenants on the Property.

6.15. **Transfer of Property or Interests in Mortgagor.**

6.15.1. **Prohibition.** Mortgagor acknowledges that Mortgagee has relied upon the principal(s) of Mortgagor in connection with entering into the Credit Agreement and this Mortgage. Accordingly, except pursuant to the prior written consent of Mortgagee, which Mortgagee may withhold, delay, or condition in Mortgagee's sole discretion (including, without limitation, pursuant to the terms of Section 6.15.4 hereof), Mortgagor shall not cause or permit any Transfer (as defined herein) of, in each case, itself (i.e., the Mortgagor), the Property, the Collateral (except for equipment and inventory in the ordinary course of its business, with respect to the Collateral only), or this Mortgage. "**Transfer**" means any: (a) sale or exchange; (b) mortgage, pledge, hypothecation, lien, or encumbrance; (c) assignment, including, without limitation, assignment by operation of law or for the benefit of creditors or the delegation of duties; (d) direct or indirect conveyance, transfer, or disposition, including, without limitation, any direct transfer, grant, or release of title or legal ownership and any indirect transfer through the use of a nominee, trustee, or receiver (other than a receiver appointed at Mortgagee's request); (e) direct or indirect change of control of the Mortgagor through any means, including without limitation, serial transactions, contracts, or a change in the ultimate control or beneficial ownership of Mortgagor (including, without limitation, any transfer of or by, in each case, (i) a general or limited partnership interest; (ii) stock, shares, or other equity; (iii) issuance of new or treasury stock, shares, or other equity or changes in voting rights or the creation of a new class of stock, shares, or other equity interests, in each case, that, whether through one action or a series of actions, effects a direct or indirect change of control in an entity; (iv) a limited liability company or membership interest; (v) direct or indirect control of a trust; (vi) interest in a joint venture contract; (vii) an Unauthorized Amendment made or permitted in violation of clause (j) of Section 4.8 hereof; or (viii) any other interest analogous or otherwise similar to items (i)-(vii) of this list), as well as changing of a key control person, whether legal or natural, relied upon by Mortgagee as provided in this Section 6.15, such as, without limitation, the naming a new general partner of a partnership or manager or managing member of a limited liability company); and (f) any action, transfer, or event of similar effect to the preceding list of items (a)-(e), and the meaning of the meaning of Transfer shall include any of the foregoing circumstances listed in (a)-(f) whether occurring, in each case, voluntarily, involuntarily, by operation of law, through one action or event, or through a series of transactions, legal transfers, or other actions or events even if each individually would not constitute a change of (1) control in or (2) beneficial ownership of Mortgagor but as a series would constitute a

Transfer. If a Transfer is made without the prior written consent of Mortgagee (including, without limitation, any Transfer requiring Mortgagee's prior written consent under Section 6.15.2 hereof), Mortgagee shall have the absolute right at its option, without prior demand or notice, to declare all of the Secured Obligations immediately due and payable, except to the extent prohibited by applicable law, and to pursue its rights and remedies under Article 7 hereof. Mortgagee's consent to one such Transfer shall apply only to the Transfer consented to in that instance and shall not be deemed to be a waiver of the right to require prior written consent to future or successive Transfers. Without limiting the generality of the foregoing provisions of this Section 6.15.1, the capitalized term "**Assignment**" refers to the subset of Transfers encompassing: (i) any assignment of Mortgagor's interest in this Mortgage, in each case, including, without limitation, an assignment by operation of law, and (ii) any delegation of duties by Mortgagor under this Mortgage. Unless Mortgagee, in writing, subsequently ratifies an Assignment made contrary to this Section 6.15, any Assignment by Mortgagor, whether voluntarily or involuntarily, made contrary to this Section (including, without limitation, any Assignment requiring Mortgagee's prior written consent under Section 6.15.2 hereof) shall be null and void *ab initio*. Mortgagee's consent to or ratification of, in each case, one such Assignment shall apply only to the Assignment consented to or ratified in that instance and shall not be deemed to be a waiver of the right to require prior written consent to future or successive Assignments. With regard to any proposed Transfer or Assignment, or other assumption, substitution, or similar action provided for in this Section 6.15 or in Sections 7.1(n)-7.1(r) hereof, in each case, irrespective of whether Mortgagee's consent is required for such action, Mortgagor shall provide to Mortgagee or cause to be provided to Mortgagee, in each case, at Mortgagee's request, any information required by Section 6.15.4 hereof (it being understood that it is Mortgagee's prerogative to review any proposed Transfer or Assignment, or other assumption, substitution, or similar action, to allow Mortgagee to determine proper classification and disposition of the proposed action, as well as fees or reimbursements owed, if any, pursuant to, in each case this Section 6.15, Section 6.7 hereof, and Sections 7.1(n)-7.1(r) hereof.

6.15.2. Other Permitted Transfers. Notwithstanding and without limiting the generality of the foregoing Section 6.15.1, the following actions shall be permitted subject to the terms of (i) this Section 6.15.2 and (ii) the terms of Section 6.15.1 with respect to any action that requiring Mortgagee's prior written consent that is taken without such consent (e.g., regarding (x) the definition of Transfer, (y) Assignments that are void, and (z) Mortgagee's rights and remedies, including, without limitation, acceleration). In the case of the actions described in clauses (a) and (c) of this Section 6.15.2, the actions described therein shall be permitted only with the prior written consent of Mortgagee, which consent shall not be unreasonably withheld. In the case of actions described in clause (b) of this Section 6.15.2, Mortgagee's consent shall not be necessary; however, Mortgagor shall comply with all applicable terms of this Mortgage, including, without limitation, the terms this Section 6.15, Section 6.7 hereof, and of Sections 7.1(o)-7.1(r) regarding Mortgagee's rights to: (i) review the proposed action and determine its proper classification, (ii) request and receive any due diligence information as provided by Section 6.15.4 hereof, and (iii) receive an advance deposit for or reimbursement from Mortgagor, in each case, of any out-of-pocket expenses Mortgagee may incur. In addition, any Transfer contemplated pursuant to clauses (a), (b) and (c) of this Section 6.15.2, shall be permitted, subject to the provisions of this Section 6.15, only so long as Mortgagor remains as a legal person or, if required, e.g., in the case of a joint venture or general partnership, is reconstituted, following such Transfer, properly authorized

hereunder, and so long as those persons responsible for the management of the Property and Mortgagor remain unchanged following such gift or that any replacement management is approved by Mortgagee pursuant to the terms hereof.

(a) Without limiting the provisions of Sections 7.1(n)-7.1(r) hereof, any involuntary transfer caused by the death or court-adjudicated incapacity of any natural person that is (i) a general partner, shareholder, joint venturer or member of Mortgagor; (ii) any manager or managing member of Mortgagor if Mortgagor is a limited liability company; and (iii) a beneficial owner or other natural person that controls a trust. For the avoidance of doubt, (x) this Section 6.15.2(a) applies only to involuntary transfers and not to planned estate gifts, which are provided for by Section 6.15.2(a) hereof, and (y) this Section 6.15.2(a) applies to involuntary transfers caused by death or court-adjudicated incapacity of natural persons in the roles specified in this Section 6.15.2(a) and not where Mortgagor is a natural person (i.e., one individual), which is provided for in Section 7.1(p) hereof.

(b) Without limiting the provisions of Sections 7.1(n)-7.1(r) hereof, gifts for estate planning purposes of any natural person's interests in Mortgagor or in any of Mortgagor's general partners, members or joint venturers to the spouse or any lineal descendant of such individual, or to a properly constituted trust for the benefit of any one or more of such individual, spouse or lineal descendant. Notwithstanding the foregoing provisions of this Section 6.15.2(b), nothing in this Section 6.15.2(b) authorizes title to the Property to be transferred without Mortgagee's prior written consent that would be otherwise required, in each case, under Section 6.15.1 hereof or any other provision this Mortgage.

6.15.3. Mortgagee's Written Consent or Ratification: As used in this Section 6.15, any reference to Mortgagee's written consent, approval, or ratification of a Transfer, in each case, requires a writing made by Mortgagee duly executed by an officer of Mortgagee.

6.15.4. Transfer Costs: In connection with any Transfer requiring Mortgagee's consent:

(a) Mortgagor shall pay all Mortgagee's out-of-pocket costs (including, without limitation, any out-of-pocket legal expenses paid to outside counsel and the cost of any appraisal); and

(b) The cost of either (i) a "date down" endorsed to Mortgagee's title insurance policy, including any additional endorsements required by Mortgagee, or (ii) a new title insurance policy, satisfactory to Mortgagee in its discretion, if a "date down" is not available.

In addition to the above-stated, Mortgagor shall comply with all Mortgagee's policies and procedures in connection with providing its consent to a Transfer, including but not limited to (i) Mortgagor and its transferee entering an assumption agreement acceptable to Mortgagee and providing, as determined by Mortgagee in Mortgagee's sole and absolute discretion,

(x) a reaffirmation of guarantee by a then guarantor and/or (y) a substitute guarantor (acceptable to Mortgagee in Mortgagee's sole and absolute discretion) who shall sign a guarantee agreement acceptable to Mortgagee (in Mortgagee's sole and absolute discretion), and (ii) compliance with the provisions of Sections 7.1(q) hereof. Without limiting the generality of the foregoing sentence of this paragraph of this Section 6.15.4, Mortgagor shall require, in each case, any prospective recipient of the Transfer, prospective new guarantor, prospective new member, partner, or shareholder of Mortgagor, or prospective new joint venturer to comply with any requests for due diligence information regarding such prospective new interest holder in, as applicable, Mortgagor or the Property. Nothing in this Section 6.15 may be construed to require Mortgagee to accept any Transfer, Assignment, assumption or similar action where the prospective person receiving or becoming an interest holder in Mortgagor or the Property or assuming a role of guarantor is a person with which Mortgagee may not conduct business pursuant to law applicable to Mortgagee (a "**Prohibited Person**"), and Mortgagee shall not be deemed to have breached its obligations under any of the Credit Documents for refusing to consent to, approve, or honor any action that requires or may foreseeably require Mortgagee in the future to conduct business with a Prohibited Person.

Nothing in this Section 6.15.4 limits Mortgagee's discretion to withhold, delay, or condition, in each case, its consent pursuant to the provisions of Sections 6.15.1 and 6.15.2 hereof, including, without limitation, Mortgagee's right to: (i) require other conditions not provided for in this Section 6.15.4; (ii) make decisions regarding Mortgagee's assessment of the creditworthiness of any prospective substitute guarantor or party assuming the obligations hereunder as a result of a proposed Transfer; (iii) require additional conditions related to its credit evaluation of any Transfer or party thereto; (iv) require execution of additional documentation; or (v) refer matters to outside counsel at Mortgagor's expense to assist with reviewing or consummating any proposed Transfer.

6.16. Intentionally Omitted.

6.17. Exculpation. Mortgagee shall not directly or indirectly, be liable to Mortgagor or any other person as a consequence of: (a) the exercise of the rights, remedies or powers granted to Mortgagee in this Mortgage; (b) the failure or refusal of Mortgagee to perform or discharge any obligation or liability of Mortgagor under any agreement related to the Property or under this Mortgage; or (c) any loss sustained by Mortgagor or any third party resulting from Mortgagee's failure to lease the Property after an Event of Default or from any other act or omission of Mortgagee in managing the Property after an Event of Default unless the loss is caused by the willful misconduct and bad faith of Mortgagee. No liability contrary to the terms of this Section 6.17 may be asserted or enforced against Mortgagee, and Mortgagor expressly waives all such liability, and to the fullest extent permitted by applicable law, releases Mortgagee therefrom.

6.18. Indemnity. (1) Without in any way limiting any other indemnity contained in this Mortgage, Mortgagor agrees to defend, indemnify and hold harmless Mortgagee and the Mortgagee Group (hereinafter defined) from and against any claim, loss, damage, cost, expense or liability directly or indirectly arising out of: (a) intentionally deleted; (b) this Mortgage; (c) the execution of this Mortgage or the performance of any act required or permitted hereunder or by law; (d) any failure of Mortgagor to perform its obligations under this Mortgage or the other Credit

Documents; (e) any alleged obligation or undertaking on the Mortgagee Group's part to perform or discharge any of the representations, warranties, conditions, covenants or other obligations contained in any other document related to the Property; (f) any act or omission by Mortgagor or any contractor, agent, employee or representative of Mortgagor with respect to the Property; or (g) any prohibited transaction, in the sale of a prohibited loan, or in obtaining any individual prohibited transaction exemption under ERISA that may be required, in Mortgagee's sole discretion; and (h) an Event of Default under Article 7 hereof, including, without limitation, Mortgagee's exercise of rights and remedies provided pursuant to Article 7 hereof. (2) Notwithstanding the foregoing provisions of this Section 6.18(1), this indemnity shall not include any claim, loss, damage, cost, expense or liability directly or indirectly arising out of the gross negligence or willful misconduct of any member of the Mortgagee Group or Mortgagee, or any claim, loss, damage, cost, expense or liability incurred by the Mortgagee Group or Mortgagee arising from any act or incident on the Property occurring after the full reconveyance and release of the lien of this Mortgage on the Property; however, this indemnity shall include, without limitation: (aa) all consequential and incidental damages (including, without limitation, any third party tort claims or governmental claims, fines or penalties against Mortgagee or the Mortgagee Group), and (bb) all court costs and attorneys' fees (including, without limitation, expert witness fees) paid or incurred by Mortgagee or the Mortgagee Group. "**Mortgagee Group**," as used in this Mortgage, shall mean (i) Mortgagee, (ii) each lender party to the Credit Agreement from time to time (including, without limitation, any participant in the Loan); (ii) any entity controlling, controlled by or under common control with Mortgagee; (iii) the directors, officers, employees, and agents of Mortgagee and such other entities of the Mortgagee Group; and (iv) the successors, heirs and assigns of the entities and persons described in foregoing clauses (i) through (iii). Mortgagor shall pay immediately upon Mortgagee's demand any amounts owing under this indemnity. Mortgagor agrees to use legal counsel acceptable to Mortgagee and the Mortgagee Group in any action or proceeding covered by this indemnity.

6.19. Intentionally Omitted.

6.20. 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 or in any manner obligated under the Secured Obligations (the "**Interested Parties**"), Mortgagee may, from time to time: (a) fully or partially release any person or entity from liability for the payment or performance of any Secured Obligation; (b) extend the maturity of any Secured Obligation; (c) make any agreement with Mortgagor increasing the amount or otherwise altering the terms of any Secured Obligation; (d) accept additional security for any Secured Obligation; or (e) release all or any portion of the Property, Collateral and other security for any Secured Obligation. None of the foregoing actions releases or reduces the personal liability of any of the Interested Parties, or releases or impairs the priority of the lien of this Mortgage upon the Property.

6.21. Release. Mortgagee shall release this Mortgage and the lien hereof by proper instrument upon payment and discharge of the Secured Obligations secured hereby (including any interest and late charges provided for herein). The recitals of any matters of fact or facts in any instrument of release executed hereunder ("**Release**") shall be conclusive proof of the truthfulness thereof. To the extent permitted by law, the Release may describe the grantee as "the person or persons legally entitled thereto". Mortgagee shall not have any duty to determine the rights of

persons claiming to be rightful grantees of any Release. When the Property has been fully released and reconveyed, the last such release and reconveyance shall operate as a reassignment of all Leases and Payments, including, without limitation, future rents, issues and profits of the Property to the Mortgagor or persons legally entitled thereto.

6.22. **Subrogation**. If and in each case, (i) any or all of the proceeds of the Loan have been used to pay, reduce, extinguish, extend or renew any indebtedness heretofore existing against the Property or (ii) if Mortgagee pays or discharges any lien or encumbrance against or affecting the Property, then, to the extent of the funds so used, Mortgagee shall be subrogated to all of the rights, claims, liens, titles, and interests existing against the Property (collectively, “**Subrogated Interests**”) heretofore held by, or in favor of, the holder of such indebtedness or other Subrogated Interest. If any Subrogated Interest exists, without adversely affecting the priority of this Mortgage and the Secured Obligations, any such Subrogated Interest shall be construed in favor of Mortgagee, whether or not it is of record, or has been released, or has been paid in whole or in part. Nothing in this Section 6.22 may be construed to (x) limit the rights and remedies of Mortgagee under, in each case, this Mortgage or any of the other Credit Documents or (y) make the Mortgagee liable for any act or omission of any person previously entitled to enforce or collect amounts due in relation to any Subrogated Interest.

ARTICLE 7

DEFAULT AND REMEDIES

7.1. **Event of Default**. An “**Event of Default**” occurs automatically upon the occurrence of any one or more of the following events:

(a) **Monetary**. Borrower and Mortgagor (as applicable) fail to, in any case: (i) pay when due any of the Secured Obligations that by their express terms require immediate payment without any grace period, or any of the Secured Obligations that are payable on the Maturity Date hereunder or under the Credit Agreement or any of the other Credit Documents; or (ii) pay within five (5) days when due any other sums payable hereunder.

(b) **Performance of Non-Monetary Obligations**. If Borrower or Mortgagor fails to observe, perform or discharge any of its obligations, covenants, conditions or agreements to Mortgagee or any third person, other than any payment obligations, with respect to the Secured Obligations or any other obligations, covenants, conditions or agreements in this Mortgage.

(c) **2023 Real Estate Taxes**. If Borrower or Mortgagor fails to pay for the 2023 real estate taxes for the Property and deliver to Mortgagee evidence that such payment has been made in full on or before January 31, 2024.

(d) **Public Nuisance**. The Property is or becomes subject to any proceedings for abatement of a public nuisance.

(e) **Material Information**. Any material information given to Mortgagee or Lender by Borrower and Mortgagor, intended to or which does, in fact, induce the granting of any

of the Secured Obligations secured by this Mortgage, was not true in any respect when given, or any material information requested or required by Mortgagee in connection therewith is withheld or concealed by Borrower or Mortgagor.

(f) Intentionally Omitted.

(g) Representations and Warranties. Any representation, warranty, certificate or other statement (financial or otherwise) made or furnished by or on behalf of Mortgagor to Mortgagee in connection with this Mortgage or any of the other Credit Documents, or as an inducement to Lender to make the financial accommodations included in the Secured Obligations, or to induce Mortgagee to take any action for the benefit of Mortgagor, in each case, is false, incorrect, incomplete or misleading in any material respect when made or furnished. There shall be no cure period for any Event of Default arising from a breach of this Section 7.1(g).

(h) Condemnation, Attachment. The condemnation, seizure or appropriation of any material portion (as reasonably determined by Mortgagee) of the Property, or the sequestration or attachment of, or levy or execution upon any of the Property, the Collateral or any other collateral provided by Mortgagor under any of the Credit Documents, or any material portion of the other assets of Mortgagor, which sequestration, attachment, levy or execution is not released or dismissed within forty-five (45) days after its occurrence, or the sale of any assets affected by any of the foregoing.

(i) Uninsured Casualty. The occurrence of an uninsured casualty with respect to any material portion (as determined by Mortgagee) of the Property unless: (i) no other Event of Default has occurred and is continuing at the time of such casualty or occurs thereafter; (ii) Mortgagor promptly notifies Mortgagee of the occurrence of such casualty; and (iii) not more than forty-five (45) days after the occurrence of such casualty, Mortgagor delivers to Mortgagee immediately available funds ("Restoration Funds") in an amount sufficient, in Mortgagee's reasonable opinion, to pay all costs of the repair or restoration (including, without limitation, taxes, financing charges, insurance and rent during the repair period). So long as no Event of Default has occurred and is continuing at the time of Mortgagee's receipt of the Restoration Funds and no Event of Default occurs thereafter, Mortgagee shall make the Restoration Funds available for the repair or restoration of the Property. Notwithstanding the foregoing, Mortgagee shall have no obligation to make any Restoration Funds available for repair or restoration of the Property unless and until all the conditions set forth in clauses (ii) and (iii) Section 6.12(b)(2) of this Mortgage have been satisfied. Mortgagor acknowledges that the specific conditions described above are reasonable.

(j) Adverse Financial Change. Any adverse change in the financial condition of Mortgagor, or any of its partners, or members, or any guarantor, or any other person or entity from the condition shown on the financial statements submitted to Mortgagee and relied upon by Mortgagee in making the financial accommodations giving rise to the Secured Obligations, and which change Mortgagee determines will have a material adverse effect on (i) the business, operations or condition of the Property; or (ii) the ability of Mortgagor to pay or perform Mortgagor's obligations in accordance with the terms of this Mortgage, and the other Credit Documents (as applicable).

(k) **Voluntary Bankruptcy, Insolvency, Dissolution.** (i) Mortgagor's filing a petition for relief under the Bankruptcy Reform Act of 1978, as amended or recodified ("Bankruptcy Code"), or under any other present or future state or federal law regarding bankruptcy, reorganization or other relief to debtors (collectively, "Debtor Relief Law"); or (ii) Mortgagor's filing any pleading in any involuntary proceeding under the Bankruptcy Code or other Debtor Relief Law that admits the jurisdiction of a court to regulate Mortgagor or the Property or the petition's material allegations regarding Mortgagor's insolvency; or (iii) Mortgagor's making a general assignment for the benefit of creditors; or (iv) Mortgagor's applying for, or the appointment of, a receiver, trustee, custodian or liquidator of Mortgagor or any of its property; or (v) the filing by or against Mortgagor of a petition seeking the liquidation or dissolution of Mortgagor or the commencement of any other procedure to liquidate or dissolve Mortgagor. There shall be no cure period for any Event of Default arising from a breach of this Section 7.1(j).

(l) **Involuntary Bankruptcy.** Mortgagor's failure to effect a full dismissal of any involuntary petition under the Bankruptcy Code or other Debtor Relief Law that is filed against Mortgagor or in any way restrains or limits Mortgagor or Mortgagee regarding the Loan or the Property, prior to the earlier of the entry of any order granting relief sought in the involuntary petition or forty-five (45) days after the date of filing of the petition.

(m) **Shareholders, Members and Partners.**

(1) If an event specified in Sections 7.1(j) or 7.1(k) hereof occurs as to Mortgagor or any general partner, shareholder or member of Mortgagor, there shall be no cure period for any Event of Default arising from a breach of this Section 7.1(l)(1).

(2) If all or any material part of the assets of Mortgagor, or any shareholder, director, general partner or manager of Mortgagor are attached, seized, subjected to a writ or levied upon by any court process and Mortgagor fails to cause such attachment, seizure, writ or levy to be fully released or removed within thirty (30) days after the occurrence of such event. The cure provision contained in this Section 7.1(l)(2) shall be in lieu of, and not in addition to, any and all other cure periods contained in the Credit Documents.

(n) **Intentionally Omitted.**

(o) **Injunctions.** If a court order is entered against Mortgagor or any shareholder, general partner, member or manager of Mortgagor enjoining the conduct of all or part of such person's business and Mortgagor fails to cause such injunction to be fully stayed, dissolved or removed within sixty (60) days after such order is entered. The cure provision contained in this Section 7.1(n) shall be in lieu of, and not in addition to, any and all other cure periods contained in the Credit Documents.

(p) **Dissolution.** If Mortgagor or any shareholder, general partner, member or manager of Mortgagor is a corporation, partnership, limited liability company or trust, the

dissolution, liquidation, or termination of existence of such person. There shall be no cure period for any Event of Default arising from a breach of this Section 7.1(o).

(q) Unauthorized Transfers and Assignments. Any Transfer made or attempted, in each case, in violation of Section 6.15 hereof (For the avoidance of doubt, the term Transfer includes any Assignment, as defined in Section 6.15 hereof). There shall be no cure period for any Event of Default arising from a breach of this Section 7.1(p).

(r) Admission of New Partners, Members, or Shareholders. The admission to Mortgagor of any new member, partner, shareholder, or joint venturer, in each case, without having first having (i) informed Mortgagee of the proposed admission of a new member, partner, shareholder, or joint venturer, in each case, and (ii) Mortgagor having received a written response from Mortgagee regarding Mortgagee's review and disposition of the request pursuant to this Section 7.1(q) and Section 6.15 hereof. Any admission of a new member, partner, joint venturer contrary to this Section 7.1(q) shall be deemed a Transfer in violation of Section 6.15 hereof. There shall be no cure period for any Event of Default arising from a breach of this Section 7.1(q).

(s) Death; Incompetency. If Mortgagor or any general partner, manager, or managing member of Mortgagor is an individual (i.e., a natural person), the death or incompetency of such person, except (i) where applicable law limits or prohibits Mortgagee's declaration of a default based on such occurrences and (ii) in the case of the death or mental incompetence of a general partner, manager, or managing member, Mortgagor causes a substitute general partner, manager or managing member, as applicable, to be admitted to Mortgagor or appointed to such role and Mortgagee, pursuant to Section 6.15 hereof, in good faith determines that the financial condition, credit history, character, experience, ability and expertise of such substitute general partner, manager, or managing member are comparable to the affected general partner or manager and that such substitute general partner or manager is otherwise acceptable to Mortgagee (For the avoidance of doubt, any substitutions or Transfers contemplated by this Section 7.1(r) shall be made consistent with the terms of both Section 7.1(q) hereof and Section 6.15 hereof).

(t) Impairment of Priority. If (i) the priority of this Mortgage or Mortgagee's security interest under any of the other agreements securing any or all of the Obligations is impaired for any reason; or (ii) the value of the Property has deteriorated, declined or depreciated as a result of any intentional tortious act or omission by Mortgagor. There shall be no cure period for any Event of Default arising from a breach of this Section 7.1(s).

(u) Condemnation. If all or any material part of the Property is transferred to any Governmental Authorities as a result of any condemnation proceeding or action with respect to all or any material part of the Property. There shall be no cure period for any Event of Default arising from a breach of this Section 7.1(t).

(v) Failure to Repair Casualty. If there is an uninsured casualty with respect to the Property, and Mortgagor (i) fails to commence repairs and reconstruction of the Property within ninety (90) days after such damage or (ii) thereafter fails to diligently prosecute such repairs and reconstruction to completion. The cure provisions contained in this Section 7.1(u) shall be in lieu of, and not in addition to, any and all other cure periods contained in the Credit Documents.

(w) Licenses. Mortgagor fails to do any act or execute any document at any time requested by Mortgagee to provide it an assignment of all licenses necessary to operate the business for its intended use. There shall be no cure period for any Event of Default arising from a breach of this Section 7.1(v).

7.2. Acceleration. Upon the occurrence of an Event of Default, Mortgagee may, at its option, declare the Secured Obligations immediately due and payable.

7.3. Rights and Remedies. In addition to the rights and remedies in Section 7.2 above and as otherwise provided to Mortgagee in this Mortgage, at any time after and during the continuance of an Event of Default, Mortgagee shall have all of the following rights and remedies:

(a) Right of Entry in Case of Default. With or without notice, and without releasing Mortgagor from any Secured Obligation, and without becoming a mortgagee in possession, to enter upon the Property from time to time, under applicable law, and to do such acts and things as Mortgagee deems necessary or desirable in order to inspect, investigate, assess and protect the security hereof or to cure any Event of Default, including, without limitation: (i) to take and possess all documents, books, records, papers and accounts of Mortgagor or the then owner of the Property that relate to the Property; (ii) to make, terminate, enforce or modify leases of the Property upon such terms and conditions as Mortgagee deems proper; (iii) to make repairs, alterations and improvements to the Property necessary, in Mortgagee's sole judgment, to protect or enhance the security hereof; (iv) to appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Mortgagee hereunder; (v) to pay, purchase, contest or compromise any encumbrance, charge, lien or claim of lien which, in the sole judgment of Mortgagee, is or may be senior in priority hereto, the judgment of Mortgagee being conclusive, as between the parties hereto; (vi) to obtain insurance; (vii) to pay any premiums or charges with respect to insurance required to be carried hereunder; and/or (viii) to employ legal counsel, accountants, engineers, consultants, contractors and other appropriate persons to assist them;

(b) Foreclosure; Expense of Litigation. When all or any part of the Secured Obligations shall become due, whether by acceleration or otherwise, Mortgagee shall have the right to foreclose the lien hereof for such Secured Obligations or part thereof and/or exercise any right, power or remedy provided in this Mortgage or any of the other Credit Documents. Mortgagee may bid and become the purchaser of all or any part of the Property at any foreclosure sale hereunder, and the amount of Mortgagee's successful bid may be credited against the Secured Obligations. In the event that the proceeds of any foreclosure sale hereunder, or the amount of Mortgagee's successful bid in any foreclosure sale hereunder, shall be insufficient to satisfy the Secured Obligations and all amounts which shall be due to Mortgagee hereunder, Mortgagee shall be entitled to a deficiency judgment against Mortgagor. In the event of a foreclosure sale, Mortgagee is hereby authorized, without the consent of Mortgagor, to assign any and all insurance policies to the purchaser at such sale or to take such other steps as Mortgagee may deem advisable to cause the interest of such purchaser to be protected by any of such insurance policies. In any suit to foreclose the lien hereof, there shall be allowed and included as additional Secured Obligations in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for reasonable attorneys' fees, appraisers' fees, outlays for documentary and expert evidence, stenographers' charges, publication costs, and costs (which may be estimated

as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, title insurance policies, and similar data and assurances with respect to the title as Mortgagee may deem reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the Property. All expenditures and expenses of the nature mentioned in this paragraph and such other expenses and fees as may be incurred in the enforcement of Mortgagor's Secured Obligations hereunder, the protection of said Property and the maintenance of the lien of this Mortgage, including the reasonable fees of any attorney employed by Mortgagee in any litigation or proceeding affecting this Mortgage, the Credit Agreement, or the Property, including probate and bankruptcy proceedings, or in preparations for the commencement or defense of any proceeding or threatened suit or proceeding shall be immediately due and payable by Mortgagor, with interest thereon until paid at the Default Rate and shall be secured by this Mortgage;

(c) Application of Proceeds of Foreclosure Sale. The proceeds of any foreclosure sale of the Property shall be distributed and applied in accordance with Florida law and, unless otherwise specified therein, in such order as Mortgagee may determine in its sole and absolute discretion;

(d) Compliance with Applicable Law. If any provision in this Mortgage shall be inconsistent with any provision of applicable law, provisions of applicable law shall take precedence over the provisions of this Mortgage, but shall not invalidate or render unenforceable any other provision of this Mortgage that can be construed in a manner consistent with applicable law. Any provision of this Mortgage shall grant to Mortgagee (including Mortgagee acting as a mortgagee in possession) or a receiver appointed pursuant to the provisions of this Mortgage any powers, rights or remedies prior to, upon or following the occurrence of an Event of Default which are more limited than the powers, rights or remedies that would otherwise be vested in Mortgagee or in such receiver under Florida law in the absence of said provision, Mortgagee and such receiver shall be vested with the powers, rights and remedies granted to the fullest extent permitted by law. Without limiting the generality of the foregoing, all expenses incurred by Mortgagee, whether incurred before or after any decree or judgment of foreclosure, and whether or not enumerated in this Mortgage, shall be added to the Secured Obligations and/or by the judgment of foreclosure

(e) Rights Cumulative. Each right, power and remedy herein conferred upon Mortgagee is cumulative and in addition to every other right, power or remedy, express or implied, given now or hereafter existing under any of the Credit Documents or at law or in equity, and each and every right, power and remedy herein set forth or otherwise so existing may be exercised from time to time as often and in such order as may be deemed expedient by Mortgagee, and the exercise or the beginning of the exercise of one right, power or remedy shall not be a waiver of the right to exercise at the same time or thereafter any other right, power or remedy, and no delay or omission of Mortgagee in the exercise of any right, power or remedy accruing hereunder or arising otherwise shall impair any such right, power or remedy, or be construed to be a waiver of any Event of Default or acquiescence therein

(f) Mortgagee's Right of Inspection. Mortgagee and its representatives shall have the right to inspect the Property and the books and records with respect thereto at all

reasonable times upon not less than twenty four (24) hours prior notice to Mortgagor, and access thereto, subject to the rights of tenants in possession, shall be permitted for that purpose.

(g) Indemnification of Mortgagee. Except for gross negligence or willful misconduct, Mortgagee shall not be liable for any act or omission or error of judgment. Mortgagee may rely on any document believed by Mortgagee in good faith to be genuine. All money received by Mortgagee shall, until used or applied as herein provided, be held in trust, but need not be segregated (except to the extent required by law), and Mortgagee shall not be liable for interest thereon except as may be provided herein Mortgagor shall indemnify Mortgagee against all liability and expenses which Mortgagee may incur in the performance of Mortgagee's duties hereunder other than as a result of Mortgagee's willful misconduct or gross negligence;

(h) Defense. At all times the Mortgagee shall appear in and defend any suit, action or proceeding that might in any way in the sole judgment of Mortgagee affect the value of the Property, the priority of this Mortgage or the rights and powers of Mortgagee hereunder or under any document given at any time to secure the Indebtedness. Mortgagor shall, at all times, indemnify, hold harmless and reimburse Mortgagee on demand for any and all loss, damage, expense or cost, including cost of evidence of title and reasonable attorneys' fees, arising out of or incurred in connection with any such suit, action or proceeding, and the sum of such expenditures shall be secured by this Mortgage and shall bear interest after demand at the rate specified in the Credit Agreement applicable to a period when an Event of Default has occurred thereunder, and such interest shall be secured hereby and shall be due and payable on demand;

(i) UCC Remedies. With respect to all or any part of the Property that is personal or intangible, Mortgagee shall have all the rights and remedies of a secured party under the Uniform Commercial Code. Upon request, Mortgagor shall assemble and make such collateral available to Mortgagee at a place to be designated by Mortgagee which is reasonably convenient to both parties. Upon repossession, Mortgagee may propose to retain the collateral in partial satisfaction of the Obligations owing under the Credit Agreement or sell the collateral at public or private sale in accordance with the Uniform Commercial Code as adopted in the state where the Property is situated or any other applicable statute. Such sale may be held as a part of, distinctive from or without a foreclosure of the real property secured by this Mortgage. If any notification of disposition of all or any portion of the collateral is required by law, such notification shall be deemed reasonably and properly given if mailed at least ten (10) days prior to such disposition. If Mortgagee disposes of all or any part of the collateral after default, the proceeds of disposition shall be applied in the following order: (i) to the reasonable expenses of retaking, holding, preparing for sale, selling the collateral, and the like; (ii) to the reasonable attorneys' fees and legal expenses incurred by Mortgagee; and (iii) to the satisfaction of the indebtedness secured by this Mortgage;

(j) Remedial Advances. Mortgagee, without obligation to do so and without demand upon Mortgagor and without releasing Mortgagor from any obligation hereof, may (i) cure such Event of Default and to such extent as either may deem necessary to protect the security hereof, Mortgagee being authorized to enter upon the Property for such purposes; (ii) commence, appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Mortgagee, (iii) pay, purchase, contest, or compromise any encumbrance, charge,

lien, tax or assessment, or the premium for any policy of insurance required herein; and in exercising any such power, incur any liability, expend whatever amounts in its absolute discretion it may deem necessary therefor, including cost of evidence of title, employ counsel and pay such counsel's fees. Mortgagee shall be subrogated to the rights and lien interests of any person who is paid by Mortgagee pursuant to the terms of this paragraph. Mortgagor shall repay immediately on written notice to Mortgagor all sums expended or advanced hereunder by or on behalf of Mortgagee, with interest from the date of such advance or expenditure at the Default Rate provided for in the Credit Agreement, and the repayment thereof shall be secured hereby;

(k) Collection of Rents. Mortgagee may require any Mortgagor to make payments of rent or fees directly to Mortgagee regardless of whether Mortgagee has taken possession of the Property. If any rents are collected by Mortgagee, then Mortgagor irrevocably designates Mortgagee as Mortgagor's attorney-in-fact to endorse instruments received in payment thereof in the name of Mortgagor and to negotiate the same and collect the proceeds. Payments by Tenants to Mortgagee in response to Mortgagee's demand shall satisfy the obligation for which the payments are made, whether or not any proper grounds for the demand existed. Mortgagee may exercise Mortgagee's rights under this paragraph either in person, by agent or through a receiver;

(l) Mortgagee's Enforcement of Leases. Mortgagee is hereby vested with full power to use all measures, legal and equitable, deemed by Mortgagee necessary or proper to collect the rents assigned in this Mortgage, including the right, in person or by agent, employee or court-appointed receiver, to enter upon the Property, or any part thereof, and take possession thereof forthwith to the extent necessary to effect the cure of any default on the part of Mortgagor as lessor in any of the Leases. Mortgagor hereby grants to Mortgagee full power and authority to exercise all rights, privileges and powers herein granted at any and all times after an Event of Default, without notice to Mortgagor, including the right to operate and manage the Property, make and amend Leases, enforce guaranties of any lease and perform any other acts which are reasonably necessary to protect the value, priority or enforceability of any security interest granted by the Credit Documents and use and apply all of the rents and other income herein assigned to the payment of the costs of exercising such remedies, of managing and operating the Property, and of any indebtedness or liability of Mortgagor to Mortgagee, including, but not limited to, the payment of taxes, special assessments, insurance premiums, damage claims, the costs of maintaining, repairing, rebuilding and restoring the improvements on the Property or of making the same rentable, reasonable attorneys' fees incurred in connection with the enforcement of this Mortgage, and any principal and interest payments due from Mortgagor to Mortgagee pursuant to this Mortgage, all in such order as Mortgagee may determine. Mortgagee shall be under no obligation to enforce any of the rights or claims assigned to Mortgagee hereunder or to perform or carry out any of the obligations of the lessor under any leases and does not assume any of the liabilities in any way related to the covenants and agreements of Mortgagor in any leases. It is further understood that this Mortgage shall not operate to place responsibility for the control, care, management or repair of the Property, or parts thereof, upon Mortgagee nor shall it operate to make Mortgagee liable for the carrying out of any of the terms and conditions of any leases, or for any waste of the Property by the lessee under any leases or by any other party, or for any dangerous or defective condition of the Property or for any negligence in the management, upkeep, repair or control of the Property resulting in loss or injury or death to any lessee, invitee, licensee, employee

or stranger, except as may result from the gross negligence or willful misconduct of Mortgagee or its agents or employees after taking possession of the Property hereunder;

(m) Summary Possession. Mortgagee may, at Mortgagee's option and if permitted by applicable law, and in person or by agent, employee or court-appointed receiver, enter upon and take possession of the Property and continue any improvement, repair or renovation thereof at Mortgagor's expense and to lease the same or any part thereof, making, such alterations as Mortgagee determines necessary, and may terminate in any lawful manner any lease of the Property, exercising, with respect thereto any right or option available to Mortgagor. The entering upon and taking, possession of the Property, the collection of rents, issues and profits, or the proceeds of fire and other insurance policies or compensation or awards for any taking or damage of the Property, and the application or release thereof shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

(n) Mortgagee's Enforcement of Contracts. Mortgagee shall have the right to enforce Mortgagor's rights under all architect contracts and construction contracts and to bring, an action for the breach thereof in the name of Mortgagee or, at Mortgagee's option, in the name of Mortgagor, in the event any architect or contractor breaches their respective contracts, regardless of whether Mortgagee has acquired or retained any interest in the Property. Mortgagor hereby irrevocably appoints Mortgagee as Mortgagor's attorney-in-fact for the purposes of the foregoing, which power shall be durable and coupled with an interest. Mortgagee does not assume and shall not be obligated to perform any of Mortgagor's obligations under any contract nor shall Mortgagee be required to enforce such contracts or bring action for the breach thereof; provided, however, any performance of the respective contracts specifically required in writing by the Mortgagee, following any Event of Default by Mortgagor under the Credit Documents, and which is properly and timely undertaken by the contractor or architect, shall be paid for by the Mortgagee in accordance with the terms and conditions of the contracts. Such payments shall be deemed additions to the principal amount of the Loan and shall bear interest at the rate provided in the Credit Agreement from the date of advance to and including the date of full payment, and shall be secured as a part of the principal and interest by any mortgage, collateral assignment of leases and rents, security agreement, guaranty and other documents granted to secure the Credit Documents.

(o) Appointment of Receiver. To apply to a court of competent jurisdiction for and obtain appointment of a receiver of the Property as a matter of strict right and without regard to: (i) the adequacy of the security for the repayment of the Secured Obligations; (ii) the existence of a declaration that the Secured Obligations are immediately due and payable; or (iii) the filing of a notice of default; and Mortgagor consents to such appointment;

(p) Judicial Foreclosure, Injunction. To commence and maintain an action or actions in any court of competent jurisdiction to foreclose this instrument as a 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 and shall not require Mortgagee to post a point to seek an injunction or any other kind of specific performance;

(q) Multiple Foreclosures. To resort to and realize upon the security hereunder and any other security now or later held by Mortgagee concurrently or successively and in one or several consolidated or independent judicial actions or lawfully taken nonjudicial proceedings, or both, and to apply the proceeds received upon the Secured Obligations all in such order and manner as Trustee and Mortgagee or either of them determine in their sole discretion;

(r) Rights to Collateral. To exercise all rights Trustee or Mortgagee may have with respect to the Collateral under this Mortgage, the UCC or otherwise at law; and

(s) Other Rights. To exercise such other rights as Trustee or Mortgagee may have at law or in equity or pursuant to the terms and conditions of this Mortgage or any of the other Credit Documents.

In connection with any sale or sales hereunder, Mortgagee may elect to treat any of the Property that consists of a right in action or that is property that can be severed from the Property (including, without limitation, any Improvements) without causing structural damage thereto as if the same were personal property or a fixture, as the case may be, and dispose of the same in accordance with applicable law, separate and apart from the sale of the Property. Any sale of Collateral hereunder shall be conducted in any manner permitted by the UCC.

No specific right or remedy provided in this Section 7.3 may be construed, in each case, to create a duty for Mortgagee to act or exercise any specific right or remedy or make Mortgagee liable for any failure to exercise such right or remedy. Without limiting the generality of the immediately preceding sentence, nothing in this Section 7.3 may be construed to make Mortgagee responsible for the Property; its operation, maintenance, or condition; or any circumstances occurring on the Land, in each case, prior to Mortgagee taking title to the Land. No failure to exercise any right or remedy provided by this Section 7.3 may be construed as a waiver of such right or remedy by Mortgagee or as any limitation on Mortgagee's ability to exercise such right or remedy. The provisions of this Article 7 are intended to benefit Mortgagee and Mortgagee's interests preserving and enforcing its security interest in the Property and obtaining full and timely repayment of the Secured Obligations, and thus, the parties hereto intend that such provisions are interpreted consistent with the best interests of Mortgagee, in Mortgagee's determination thereof, to the fullest extent permitted by applicable law.

7.4. Application of Foreclosure Sale Proceeds. If any foreclosure sale is effected, Mortgagee shall apply the proceeds of such sale in the following order of priority: First, to the costs, fees and expenses of taking possession of the Property including, without limitation, the payment of attorney's fees; Second to the payment of the Secured Obligations that are secured by this Mortgage, in such order as Mortgagee shall determine in its sole discretion; Third, to satisfy the outstanding balance of obligations secured by any junior liens or encumbrances in the order of their priority; and Fourth, to the Mortgagor or the Mortgagor's successor in interest, or in the event the Property has been sold or transferred to another, to the vested owner of record at the time of the foreclosure sale.

7.5. Waiver of Marshaling 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,

hereby waives all rights to have the Property and/or any other property, including, without limitation, the Collateral, which is now or later may be security for any Secured Obligation, marshaled upon any foreclosure of this Mortgage or on a foreclosure of any other security for any of the Secured Obligations.

7.6. No Cure or Waiver. Neither Mortgagee's nor any receiver's entry upon and taking possession of all or any part of the Property, 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 of any other right or remedy by Mortgagee or any receiver cures or waives any Event of Default or notice of default under this Mortgage, or nullifies the effect of any notice of default or sale (unless all Secured Obligations then due have been paid or performed and Mortgagor has cured all other Events of Default hereunder, in each case, as determined by Mortgagee), or impairs the status of the security, or prejudices Mortgagee in the exercise of any right or remedy, or may be construed as an affirmation by Mortgagee of any tenancy, lease or option or a subordination of the lien of this Mortgage.

7.7. Power to File Notices and Cure Events of Default. Mortgagor hereby irrevocably appoints Mortgagee and its successors and assigns, as its attorney-in-fact, which power of attorney is coupled with an interest, to perform any obligation of Mortgagor hereunder upon the occurrence of an event, act or omission that, with notice or passage of time or both, would constitute an Event of Default; provided, however, (a) Mortgagee as such attorney-in-fact shall only be accountable for such funds as are actually received by Mortgagee; and (b) Mortgagee shall not be liable to Mortgagor or any other person or entity for any failure to act under this Section 7.7.

7.8. Remedies Cumulative. All rights and remedies of Mortgagee provided hereunder are cumulative and are in addition to all rights and remedies provided by applicable law (including specifically, and without limitation, that of foreclosure of this Mortgage as though it were a mortgage) or in any other agreements between Mortgagor and Mortgagee. Mortgagee may enforce any one or more remedies or rights hereunder successively or concurrently.

7.9. Suretyship Waivers for Non-Borrowing Mortgagors. Mortgagor hereby waives and agrees not to assert or take advantage of:

(a) Any right to require Mortgagee to proceed against Borrower, any other guarantor or any other person or any security now or hereafter held by Mortgagee or to pursue any other remedy whatsoever;

(b) Any defense based upon any legal disability of Borrower or any guarantor or other person, or any discharge or limitation of the liability of Borrower or any guarantor or other person to Mortgagee, or any restraint or stay applicable to actions against Borrower or any guarantor or other person, whether such disability, discharge, limitation, restraint or stay is consensual, or arising by order of a court or other Governmental Authorities, or arising by operation of law or any liquidation, reorganization, insolvency, receivership, bankruptcy, assignment for the benefit of creditors or other debtor-relief proceeding, whether or not Mortgagee consents to such treatment in such proceeding, or from any other cause, including any defense to

the payment of interest, attorneys' fees and costs, and other charges that otherwise would accrue or become payable in respect to the obligations hereunder after the commencement of any such proceeding;

(c) Setoff, counterclaim, presentment, demand, protest, notice of protest, notice of nonpayment, or other notice of any kind;

(d) Any defense based upon the modification, renewal, extension or other alteration of any of the obligations under the Loan, or of the documents executed in connection therewith;

(e) Any defense based upon a statute of limitations to the fullest extent permitted by applicable law and any defense based upon Mortgagee's delay in enforcing this Mortgage, the Credit Documents or any other agreement;

(f) Until the date this Mortgage and the Credit Documents have been paid and performed in full, all rights of subrogation, reimbursement, indemnity and contribution, all rights to enforce any remedy that Mortgagee may have against Borrower or other person, and all rights to participate in any security held by Mortgagee for the obligations hereunder or under the Credit Documents, until the obligations hereunder have been paid and performed in full, and any defense based upon the impairment of any subrogation, reimbursement, indemnity or contribution rights that Mortgagor might have, including any defense or right based upon the acceptance by Mortgagee or an affiliate of Mortgagee, in each case, of a deed in lieu of foreclosure without extinguishing the obligations hereunder or under the Credit Documents, even if such acceptance destroys, alters or otherwise impairs subrogation rights of Mortgagor, the right of Mortgagor to proceed against Borrower or any other person for reimbursement, or both;

(g) Any defense based upon or arising out of any defense that Mortgagor or any other guarantor or other person may have to the performance of any part of the obligations under the Credit Documents;

(h) Any defense to recovery by Mortgagee of a deficiency after non-judicial foreclosure sale of real or personal property; any defense based upon unavailability to Mortgagee of a deficiency judgment after non-judicial sale of real or personal property;

(i) Any defense based upon the death, incapacity, lack of authority or termination of existence of, or purported revocation or rescission of this Mortgage or any of the obligations hereunder or under the Credit Documents by any person, or the substitution of any party hereto or thereto;

(j) Any defense based upon or related to Mortgagor's lack of knowledge as to Borrower's financial condition and, to the fullest extent permitted by applicable law, any defense based on Mortgagor's lack of notice of Borrower's breach or default under the Credit Documents or Borrower's failure to communicate notice or other information to Mortgagor;

(k) Any right to revoke this Mortgage or obligations hereunder;

(l) Any right to designate the application of any sums or property received by Mortgagee, and in connection therewith, Mortgagor agrees that any amounts or sums received by Mortgagee from any source on account of the obligations hereunder may be applied by Mortgagee toward payment thereof in such order of application as Mortgagee may from time to time elect, notwithstanding any contrary designation by Mortgagor, Borrower, or any other person; and

(m) Any right or defense that is or may become available to Mortgagor by reason of Mortgagor's rights:

(i) To require Mortgagee to notify Mortgagor of any default by Borrower, provide Mortgagor with notice of any sale or other disposition of security for the Loan, disclose information with respect to the Loan and the Credit Documents, Borrower or any other Mortgagor or endorser, or with respect to any Collateral;

(ii) That Mortgagor's obligation under this Mortgage must be commensurate with that of Borrower;

(iii) To be discharged based upon the absence of any liability of Borrower, at any time, by virtue of operation of law, or otherwise, or due to any other disability or defense of Borrower or any other guarantor, endorser or co-signer;

(iv) To be discharged if any of the terms, conditions or provisions of the Loan or the Credit Documents are altered in any respect;

(v) To be discharged upon acceptance by Mortgagee of anything in partial satisfaction of the Loan or the other Obligations owing under the Credit Documents, and/or if Mortgagee designates the portion of the Loan or the Notes to be satisfied;

(vi) To be discharged upon any modification of the Loan or the Credit Documents or the release by Mortgagee of Borrower or any other guarantor, endorser or co-signer;

(vii) To require Mortgagee to proceed against Borrower, or any other guarantor, endorser, co-signer, or other person, or to pursue or refrain from pursuing any other remedy in Mortgagee's power;

(viii) To receive the benefit of or participate in any and all security for repayment and/or performance of the Loan or the other Obligations owing under the Credit Documents;

(ix) To have any security for the Loan first applied to satisfy or discharge the Loan;

(x) That any arbitration award rendered against Borrower not constitute an award against Mortgagor;

(xi) To be discharged based upon any failure by Mortgagee to perfect or continue perfection of any lien, use due diligence to collect all or any portion of the Loan, or if

recovery against Borrower becomes barred by any statute of limitations, or if Borrower is not liable for any deficiency after Mortgagee realizes upon any collateral; and

(xii) To be discharged due to the release or discharge of any collateral for all or any portion of the Loan or any guaranty, or relating to the validity, value or enforceability of any collateral.

Mortgagor further waives all presentments, demands for performance, notices of nonperformance, protests, notices of protest, notices of dishonor, notices of acceptance of this Mortgage, notices of the existence, creation or incurring of any new or additional obligations, and all other notices and demands of any kind or nature whatsoever except as expressly set forth herein, including, without limiting the generality of the foregoing, notice of the existence, creation or incurring of new or additional obligations or of any action or non-action on the part of Borrower, Mortgagee, any endorser, any creditor of Borrower or Mortgagor under this or any other instrument, or any other person whatsoever, in connection with any obligation or evidence of indebtedness of Borrower held by Mortgagee as collateral or in connection with any such indebtedness.

ARTICLE 8

ENVIRONMENTAL HAZARDS

8.1. Definitions. As used in this Agreement, the following terms have the meanings specified below:

8.1.1. "**Environmental Claim**" means any and all liabilities, obligations, losses, administrative, regulatory or judicial actions, suits, demands, decrees, claims, liens, judgments, warning notices, notices of noncompliance or violation, investigations, proceedings, removal or remedial actions or orders, or damages (foreseeable and unforeseeable), penalties, out-of-pocket costs, expenses, disbursements, or attorneys' or consultants' fees, arising under any Environmental Law or any permit issued under any such Environmental Law, including with respect to any Collateral or the Property, or any site or other property adjacent to and/or over which the project has easements or other rights, including without limitation (a) any and all such claims for enforcement, cleanup, removal, response, remedial or other actions or damages pursuant to any Environmental Law, and (b) any and all such claims arising from alleged injury or threat of injury to health and safety, the environment, natural, cultural, archeological or biological resources or wildlife or habitat or regarding the investigation, delineation, remediation, Release or potential Release of, or human exposure to, any Hazardous Materials; and (c) any contract, agreement or other arrangement pursuant to which liability is assumed or imposed with respect to any of the foregoing.

8.1.2. "**Environmental Laws**" means all Applicable Laws, each as amended from time to time, including common law, pertaining to, regulating, relating to or imposing liability, standards or obligations of conduct concerning pollution or protection of the environment, human health and safety (including the health and safety of workers under the Applicable Laws as it relates to human exposure to Hazardous Materials), flora and fauna and habitat, and other natural

resources, including without limitation (a) any Applicable Law relating to any actual or threatened Release, manufacture, processing, distribution, use, treatment, storage, disposal, transport, or handling of any Hazardous Materials, (b) the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. §§ 9601 et seq.) ("CERCLA"), the Federal Water Pollution Control Act (33 U.S.C. §§ 1251 et seq.), Resource Conservation and Recovery Act of 1976 ("RCRA") (42 U.S.C. §6901 et seq.), the Safe Drinking Water Act (42 U.S.C. §300f et seq.), the Toxic Substances Control Act (15 U.S.C. §2601 et seq.), Section 10 of the Rivers and Harbors Act of 1899 (33 U.S.C. § 403), the Migratory Bird Treaty Act (16 U.S.C. §§ 701 et seq.), the Bald and Golden Eagle Protection Act (16 U.S.C. §§ 668 et seq.) and the Endangered Species Act of 1973 (16 U.S.C. §§ 1531 et seq.), all along with any amendments or reauthorization thereto or thereof, and all analogous state and local counterparts or equivalents, and any and all regulations promulgated thereunder any of the foregoing, each as amended from time to time.

8.1.3. "**Hazardous Materials**" means (a) any chemical, compound, material, mixture or substance that is now or hereafter defined or listed in, or otherwise classified pursuant to, any Environmental Law as a "hazardous substance," "hazardous material," "hazardous waste," "extremely hazardous waste," "acutely hazardous waste," "restricted hazardous waste," "radioactive waste," "infectious waste," "biohazardous waste," "toxic substance," "toxic pollutant," or any other formulation not mentioned herein intended to define, list, or classify substances by reason of deleterious properties such as ignitability, corrosivity, reactivity, carcinogenicity, toxicity, reproductive toxicity, "EP toxicity" or "TCLP toxicity"; (b) petroleum and petroleum byproducts ; (c) any flammable substances or explosives; (d) any radioactive materials; (e) asbestos in any form; (f) urea formaldehyde foam insulation; (g) transformers or other equipment which contain dielectric fluid containing levels of polychlorinated biphenyls ("PCBs") in excess of fifty (50) parts per million; (h) radon; (i) per- and polyfluoroalkyl substances, perfluorooctanoic acid, or perfluorooctane sulfonate or similar substances, and (j) any other chemical, material, or substance that, because of its quantity, concentration, or physical or chemical characteristics, exposure to which is limited or regulated for health and safety reasons by any governmental authority, which poses a significant present or potential hazard to human health and safety or to the environment if Released into the workplace or the environment or which could give rise to liability or standards of conduct under any Environmental Law.

8.1.4. "**Release**" means any release, spill, emission, deposit, disposal, migrating, discharging, injecting, spilling, leaking, leaching, dumping, pumping, pouring, emitting, escaping, emptying, seeping, depositing, placing and the like, into, through or upon any land or soil or water (surface or groundwater) or air (indoor or outdoor), or otherwise entering into, on or migrating through the indoor or outdoor environment (including the abandonment or disposal of any barrels, containers or other closed receptacles containing any Hazardous Material), or the threat thereof. "Released" shall have a correlative meaning..

8.2. **Mortgagor's Representation and Warranty.** As a covenant of this Mortgage, Mortgagor shall comply with all Environmental Laws. Before signing this Mortgage, Mortgagor researched and inquired into the previous uses and ownership of the Land. Based on that due diligence, Mortgagor represents and warrants that to the best of its knowledge, no Hazardous Materials have been discharged, disposed of or released or otherwise exist in, on, under or to the Land and there are no Environmental Claims.

8.3. **Mortgagor's Indemnity.** Mortgagor shall indemnify, hold harmless, protect and defend the Mortgagee Group (as defined in Section 6.18 hereof) from and against any and all Environmental Claims and other claims, liabilities, judgments, penalties, fines, losses, damages (including foreseeable and unforeseeable consequential damages), costs and expenses (including amounts paid in settlement of claims, consultants' and experts' fees and costs, and attorneys' fees and costs) directly or indirectly arising from, out of or in connection with, or attributable to: (i) any Release of Hazardous Materials that occurs or is alleged to have occurred; (ii) any violation of any applicable Environmental Laws relating to the Property or to the ownership, use, occupancy or operation thereof; or (iii) any investigation, inquiry, order, hearing, action, or other proceeding by or before any governmental agency in connection with any Release of, potential Release of or human exposure to any Hazardous Materials. Without limiting the scope of the foregoing, the obligations of Mortgagor pursuant to this Section 8.3 include: the costs of any repair, cleanup or detoxification of the Property, including the preparation and implementation of any closure, remedial or other required plans; all costs, damages, liabilities and claims arising directly or indirectly from, out of or in connection with actual or alleged injury or damage to persons and property (including property other than the Property); all administrative costs and all other liabilities to governments and governmental entities; and all foreseeable and unforeseeable consequential damages.

8.4. **Compliance with Applicable Laws and Regulations.** Mortgagor has complied, and shall comply and cause all occupants of the Land and the Improvements to comply, with all Environmental Laws that apply or pertain to the Property or the uses thereon or therein by Mortgagor or any tenant or other occupant. Mortgagor acknowledges that Hazardous Materials may permanently and materially impair the value and use of real property and that breach of this covenant constitutes willful misconduct and intentional waste of the Land.

8.5. **Notices to Mortgagee.** Mortgagor shall give immediate written notice to Mortgagee of: (i) any Environmental Claim or other proceeding, inquiry, notice or other communication by or from any Governmental Authorities, including, but not limited to, the Florida State Department of Health Services and the Environmental Protection Agency, regarding the presence, Release or potential Release, discharge or existence of any Hazardous Material on, under or about the Land or any migration thereof from or to the Property or any actual or alleged violation of any Environmental Laws; (ii) all claims made or threatened against Mortgagor or the Property relating to any damage, liability, potential liability, loss or injury resulting from or pertaining to any Release of Hazardous Materials or violation of any Environmental Laws; (iii) Mortgagor's discovery of any occurrence or condition on any real property adjoining or in the vicinity of the Land that could cause the Land or the Improvements or any part thereof to be subject to any restrictions on ownership, occupancy, transferability or use, or subject the owner or any person having any interest in the Property to any liability, penalty or disability under any Environmental Laws; and (iv) Mortgagor's receipt of any notice or discovery of any information regarding any actual, alleged or potential use, manufacture, production, storage, spillage, seepage, release, discharge, disposal or any other presence or existence of any Hazardous Materials on, under or about the Property (except as permitted under Section 8.6 hereof), or any violation of any Environmental Laws pertaining to Mortgagor or the Land. Immediately upon receipt of any of the following, Mortgagor shall deliver copies to Mortgagee: any and all orders, notices, permits, applications, reports and other communications, documents and instruments pertaining to any

Hazardous Material or the violation of any Environmental Laws pertaining to, in each case, Mortgagor or the Property. Mortgagee shall have the right, but not the obligation, to join and participate in, as a party if it so elects, any legal proceedings or actions in connection with the Property involving any Hazardous Materials or any Environmental Laws, and Mortgagor shall reimburse Mortgagee upon demand for all of Mortgagee's reasonable costs and expenses in connection therewith, including, without limitation, reasonable attorneys' fees.

8.6. Covenants. Mortgagor further agrees as follows:

(a) With or without notice, and without releasing Mortgagor from any obligation hereunder, to cure any default of Mortgagor and, in connection therewith, Mortgagee or its agents, acting by themselves or through a court appointed receiver, may enter upon the Property or any part thereof and perform such acts and things as Mortgagee deems necessary or desirable to inspect, investigate, assess, and protect the security hereof, including without limitation of any of its other rights: (i) to obtain a court order to enforce Mortgagee's right to enter and inspect the Property, to which the decision of Mortgagee as to whether there exists a release or threatened release of Hazardous Materials in or onto the Property shall be deemed reasonable and conclusive as between the parties hereto; and (ii) to have a receiver appointed to enforce Mortgagee's right to enter and inspect the Property for Hazardous Materials. All costs and expenses reasonably incurred by Mortgagee with respect to the audits, tests, inspections, and examinations that Mortgagee or its agents, in each case, may conduct, including, without limitation, the fees of the engineers, laboratories, contractor, consultants, and attorneys, shall be paid by Mortgagor. All reimbursement costs and expenses incurred by Mortgagee pursuant to this subparagraph (including, without limitation, court costs, consultant fees and attorneys' fees, whether incurred in litigation or not and whether before or after judgment) shall be added to the Secured Obligations and shall bear interest at the Default Rate (as defined in the Credit Agreement) from the date they are incurred until said sums have been paid.

(b) Mortgagee may seek a judgment that Mortgagor has breached its covenants, representations and/or warranties with respect to the environmental matters set forth herein, by commencing and maintaining an action or actions in any court of competent jurisdiction for breach of contract, whether commenced prior to foreclosure of the Property, and to seek the recovery of any and all costs, damages, expenses, fees, penalties, fines, judgments, indemnification payments to third parties, and other out-of-pocket costs or expenses actually incurred by Mortgagee (collectively, the "**Environmental Costs**") incurred or advanced by Mortgagee relating to the cleanup, remediation or other response action with respect to Hazardous Materials, required by Applicable Law or which Mortgagee believes necessary to protect the Property, it being conclusively presumed between Mortgagee and Mortgagor that all such Environmental Costs incurred or advanced by Mortgagee relating to the cleanup, remediation, or other response action to Hazardous Materials or to the Property were made by Mortgagee in good faith. All Environmental Costs incurred by Mortgagee under this subparagraph (including, without limitation, court costs, consultant fees and attorneys' fees, whether incurred in litigation or not and whether before or after judgment) shall bear interest at the Default Rate (as defined in the Credit Agreement) from the date of expenditure until said sums have been paid. Mortgagee shall be entitled to bid, at the sale of the Property, the amount of said costs, expenses and interest in addition to the amount of the other obligations hereby secured as a credit bid, the equivalent of cash.

(c) Mortgagee may waive its lien against the Property or any portion thereof, whether fixtures or personal property, to the extent such property is found to be environmentally impaired and to exercise any and all rights and remedies of an unsecured creditor against Mortgagor and all of Mortgagor's assets and property for the recovery of any deficiency and Environmental Costs, including, but not limited to, seeking an attachment order. As between Mortgagee and Mortgagor, Mortgagor shall have the burden of proving that Mortgagor or any related party (or any affiliate or agent of Mortgagor or any related party) was not in any way negligent in permitting the Release or threatened Release of Hazardous Materials (it being understood that the provisions of the immediately preceding sentence represent a specific bargained-for allocation of risk between Mortgagee and Mortgagor).

(d) Mortgagor agrees that Mortgagee shall have the right to bring one or more actions under this Article 8, in each case, (i) without acceleration of the Secured Obligations or commencement of foreclosure proceedings under this Mortgage and (ii) whether or not any Event of Default exists or has been declared by the Mortgagee. Any such separate action arising under this Article 8 shall not be deemed to be an "action" under applicable law or constitute a money judgment for a deficiency or a deficiency judgment (it being understood that the obligations of Mortgagor under this Article 8 represent separate and distinct contractual duties owed to Mortgagee provided by the terms hereof, irrespective of the Secured Obligations). Mortgagor shall be fully and personally liable for all judgments and awards entered against Mortgagor hereunder, and such liability shall not be limited to the original principal amount of the obligations secured by this Mortgage. Mortgagor's obligations to Mortgagee pursuant to this Article 8 shall survive, in each case (i) foreclosure under this Mortgage; (ii) the acceptance of deed in lieu of foreclosure; (iii) the release, termination or satisfaction of this Mortgage; (iv) the reconveyance of the Property or any portion thereof; or (v) any other Transfer of the Property or any interest this Mortgage (it being understood that, without limiting the right of any future holder of the Loan, Administrative Agent shall retain the right to enforce or recover amounts owed pursuant this Article 8, even if it is no longer holder of the Loan or the Mortgagee). For the purposes of any action brought under this Article 8, Mortgagor hereby waives the defense of laches and any applicable statute of limitations to the fullest extent permitted by applicable law. Mortgagor acknowledges and agrees that notwithstanding any term or provision contained herein or elsewhere, all judgments and awards entered against Mortgagor shall be exceptions to any nonrecourse or exculpatory provision that may exist in the Credit Documents.

ARTICLE 9

GENERAL PROVISIONS

9.1. Integration and Additional Provisions. The Credit Documents contain the complete and entire agreement of the parties with respect to matters contemplated by the Credit Documents, and the Credit Documents supersede all prior and contemporaneous agreements, negotiations, communications, understandings, and discussions, in each case, whether written or oral. The Credit Documents grant further rights to Mortgagee and contain further agreements and affirmative and negative covenants by Mortgagor that apply to this Mortgage and to the Property and such further rights and agreements are incorporated herein by this reference.

9.2. Non-Waiver. By accepting payment of any amount secured hereby after its due date or late performance of any other Secured Obligation, Mortgagee shall not waive its right against any person obligated directly or indirectly hereunder or on any Secured Obligation, either to require prompt payment or performance when due of all other sums and obligations so secured or to declare default for failure to make such prompt payment or performance. No exercise of any right or remedy by Mortgagee hereunder constitutes a waiver of any other right or remedy herein contained or provided by applicable law. No failure by Mortgagee to exercise any right or remedy hereunder arising upon any Event of Default may be construed to prejudice Mortgagee's rights or remedies upon, in each case, the continued existence of such Event of Default or occurrence of any other or subsequent Event of Default. No delay by Mortgagee in exercising any such right or remedy may be construed to preclude Mortgagee from the exercise thereof at any time while that Event of Default is continuing. No notice to or demand on Mortgagor shall by itself or the fact that was provided, in each case, entitle Mortgagor to any other or further notice or demand in similar or other circumstances.

9.3. Consents and Approvals. Wherever Mortgagee's consent, approval, acceptance or satisfaction is required under any provision of this Mortgage or any of the other Credit Documents, unless either applicable law or a specific provision of one of the Credit Documents requires a different standard of Mortgagee, such consent, approval, acceptance or satisfaction shall be in Mortgagee's sole and absolute discretion.

9.4. Permitted Contests. After prior written notice to Mortgagee, Mortgagor may contest, by appropriate legal or other proceedings conducted in good faith and with due diligence, the amount, validity or application, in whole or in part, of any lien, levy, tax or assessment, or any lien of any laborer, mechanic, materialman, supplier or vendor, or the application to Mortgagor or the Property of any law or the validity thereof, the assertion or imposition of which, or the failure to pay when due, would constitute an Event of Default, subject to the requirements that: (a) Mortgagor pursues the contest diligently, in accordance with applicable law and in a manner that Mortgagee determines is not prejudicial to Mortgagee, and that does not impair the lien of this Mortgage; (b) the Property, or any part hereof or estate or interest therein, shall not be in any danger of being sold, forfeited, damaged, or lost by reason of such proceedings; (c) in the case of the contest of any law or other legal requirement, Mortgagee shall not be in any danger of any civil or criminal liability; and (d) if required by Mortgagee, Mortgagor deposits with Mortgagee any funds or other forms of assurance (including a bond or letter of credit) satisfactory to Mortgagee to protect Mortgagee from the consequences of the contest being unsuccessful. Mortgagor's right to contest pursuant to the terms of this provision shall not relieve Mortgagor of its obligations under the Loan or to make payments to Mortgagee as and when due.

9.5. Further Assurances. Mortgagor shall, upon demand by Mortgagee, execute, acknowledge (if appropriate) and deliver any and all documents and instruments and do or cause to be done all further acts reasonably necessary or appropriate to effectuate the provisions hereof.

9.6. Attorneys' Fees. In the event it is necessary for Mortgagee to retain the services of an attorney or any other party to enforce or to commence any legal action to enforce the terms of this Mortgage, or any of the other Credit Documents, or any portion hereof or thereof, Mortgagor agrees to pay to Mortgagee, in addition to damages or other relief, any and all costs and expenses,

including, without limitation, expert witness fees and reasonable attorney's fees incurred by Mortgagee as a result thereof. Whenever attorneys' fees are provided to be paid, the term shall include any and all attorneys' fees, attorneys' accountant fees, paralegal and law clerk (and similar persons') fees, including but not limited to, fees at the pretrial, trial and appellate levels, and in collection proceedings, incurred or paid by Mortgagee in protecting its interest in the collateral and enforcing its rights hereunder.

9.7. Mortgagor and Mortgagee Defined. The term "**Mortgagor**" includes both the original Mortgagor including all persons executing this Mortgage as a mortgagor and any subsequent owner or owners of any of the Property; however, while any subsequent owner may have duties under this Mortgage by having taken title subject to this Mortgage, this Security Agreement does not affirmatively grant any rights against Mortgagee to a subsequent owner who did not take title to the Property through a Transfer that fully complies with the terms of this Mortgage. The term "**Mortgagee**" includes the original Mortgagee and any future owner or holder of this Mortgage and each successor Administrative Agent under the Credit Agreement. Nothing in this Section 9.7 may be construed to authorize Mortgagor to make or participate in a Transfer prohibited by the terms of this Mortgage, including, without limitation, the provisions of Section 6.15 hereof.

9.8. Disclaimers.

(a) **Relationship.** The relationship of Mortgagor and Mortgagee under this Mortgage and the other Credit Documents is, and shall at all times remain, solely that of Mortgagor and Mortgagee; and Mortgagee neither undertakes nor assumes any responsibility or duty to Mortgagor or to any third party with respect to the Property. Notwithstanding any other provisions of this Mortgage and the other Credit Documents: (i) Mortgagee is not, and shall not be construed to be, a partner, joint venturer, member, alter ego, manager, controlling person or other business associate or participant of any kind of Mortgagor, and Mortgagee does not intend to ever assume such status; (ii) Mortgagee's activities in connection with this Mortgage and the other Credit Documents shall not be "outside the scope of activities of a Mortgagee of money", and Mortgagee does not intend to ever assume any responsibility to any person for the quality, suitability, safety or condition of the Property; and (iii) Mortgagee shall not be deemed responsible for or a participant in any acts, omissions or decisions of Mortgagor; and

(b) **No Liability.** Mortgagee shall not be directly or indirectly liable or responsible for any loss, claim, cause of action, liability, indebtedness, damage or injury of any kind or character to any person or property arising from any construction on, or occupancy or use of, the Property, whether caused by or arising from: (i) any defect in any building, structure, grading, fill, landscaping or other improvements thereon or in any on-site or off-site improvement or other facility therein or thereon; (ii) any act or omission of Mortgagor or any of Mortgagor's agents, employees, independent contractors, licensees or invitees; (iii) any accident in or on the Property or any fire, flood or other casualty or hazard thereon; (iv) the failure of Mortgagor or any of Mortgagor's licensees, employees, invitees, agents, independent contractors or other representatives to maintain the Property in a safe condition; or (v) any nuisance made or suffered on any part of the Property.

9.9. **Severability.** Each representation, warranty, promise, covenant, or similar statement by the Mortgagor contained herein (in each case a “**Statement**”) shall constitute a separate Statement upon which the Mortgagee may rely. Wherever possible, each Statement shall be interpreted in such manner as to be effective and valid under applicable law, but if any Statement of this Mortgage shall be prohibited by or invalid under applicable law, such Statement shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such Statement or the remaining Statements of this Mortgage. If and only if a Statement cannot be interpreted in a manner to be valid under applicable law, such Statement deemed to be prohibited or invalid may be reformed to have the meaning as close as possible to the meaning provided in this Mortgage, as long as such reformed meaning is consistent with the intent and purpose of this Mortgage to benefit Mortgagee’s interests regarding (i) full and timely payment and performance of the Secured Obligations and (ii) Mortgagee’s protection of its interests in the Property and the Collateral. Without limiting the preceding provisions of this Section 9.9, if any provision (for the avoidance of doubt, including not only Statements, but other terms of this Mortgage that would not be defined as “Statements”) of this Mortgage is deemed, in a final non-appealable decision, by a competent court with jurisdiction over the parties and the subject matter to be prohibited or unenforceable under applicable law, the particular provision of this Mortgage shall be deemed modified so as to constitute a provision conforming as nearly as possible to the void or unenforceable provision while still remaining valid and enforceable under applicable law, and the remaining terms or provisions of this Mortgage shall not be affected thereby; however, if and only if, a provision is prohibited by or unenforceable under applicable law and cannot be reformed as contemplated by the preceding clauses of this Section 9.9, such void or unenforceable provision shall be ineffective to the extent it is void or unenforceable and be severed from the rest of this Mortgage without, in each case, invalidating this Mortgage; adversely affecting the other terms of this Mortgage; or limiting the enforceability of this Mortgage.

9.10. **Relationship of Articles.** The rights, remedies and interests of Mortgagee under this Mortgage established by Article 1 and the security agreement established by Article 4 are independent and cumulative, and there shall not be a merger of any lien created by this Mortgage with any security interest created by any other pledge or security agreement, if any exists among the Credit Documents. Mortgagee may elect to exercise or enforce any of its rights, remedies or interests under either or both this Mortgage and any other security agreement, if any, as Mortgagee may from time to time deem appropriate. The Assignment of Rents and Leases established by Article 3 is similarly independent of and separate from this Mortgage and the Security Agreement and may be enforced separately without adversely affecting the priority or enforceability, in each case, of this Mortgage and the lien on the Property it creates.

9.11. **Merger.** No merger shall occur as a result of Mortgagee’s acquiring any other estate in, or any other lien on, the Property unless Mortgagee consents to a merger in writing.

9.12. **Obligations of Mortgagor, Joint and Several.** If more than one person has executed this Mortgage as “**Mortgagor**,” the obligations of all such persons hereunder shall be joint and several.

9.13. **Intentionally Omitted.**

9.14. Interpretation and Amendment. The Credit Documents shall not be modified except by written instrument executed by all parties, and in the case of Mortgagee, to be binding upon Mortgagee, such written instrument must be signed by Mortgagee. With respect to this Mortgage, in addition to complying with the immediately foregoing sentence, to be valid, such amendment must also be recorded in the official records of the county in which the Land is situated, with Mortgagee having expressly authorized such recording in writing. Any reference in any of the Credit Documents to the Property or Collateral shall include all or any part of the Property or Collateral. Any reference to the Credit Documents includes any amendments, renewals or extensions now or hereafter approved by Mortgagee in writing pursuant to the terms hereof. When the identity of the parties or other circumstances make it appropriate, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural. Article, section, and sub-section headings used herein are for convenience of reference only, are not part of this Mortgage, and are not to affect the construction of or to be taken into consideration in interpreting this Mortgage. This Mortgage shall be construed without regard to which party drafted this Mortgage (it being understood that the parties reject any rule of construction favoring a presumption against the drafter).

9.15. Capitalized Terms. As provided in Recital A. of this Mortgage, capitalized terms not otherwise defined herein shall have the meanings set forth in the Credit Agreement.

9.16. Successors in Interest. The terms, covenants, and conditions herein contained shall be binding upon and inure to the benefit of the heirs, successors and assigns of the parties hereto. The foregoing sentence shall not be construed to permit Mortgagor to Transfer the Loan, the Property, or any interest it has in the Property, except as otherwise permitted under this Mortgage, including, without limitation, the terms of Section 6.15 hereof.

9.17. Governing Law. The provisions of Section 12.13(a) (Governing Law) of the Credit Agreement is incorporated herein by reference as though fully set forth herein, except that the provisions of the laws of the jurisdiction in which the Land is located shall be applicable to the creation, perfection and enforcement of the lien created by this Mortgage.

9.18. Consent to Jurisdiction. MORTGAGOR AND BY ITS ACCEPTANCE OF THIS MORTGAGE, MORTGAGEE (FOR ITSELF AND THE LENDERS) HEREBY CONSENT TO THE JURISDICTION OF ANY STATE OR FEDERAL COURT LOCATED WITHIN THE COUNTY OF NEW YORK, STATE OF NEW YORK AND IRREVOCABLY AGREES THAT, SUBJECT TO MORTGAGEE'S ELECTION, ALL ACTIONS OR PROCEEDINGS ARISING OUT OF OR RELATING TO THIS MORTGAGE OR THE OTHER LOAN DOCUMENTS SHALL BE LITIGATED IN SUCH COURTS, PROVIDED THAT ANY ACTION RELATED TO THE CREATION, PERFECTION OR ENFORCEMENT OF THE LIEN CREATED BY THIS MORTGAGE SHALL BE BROUGHT IN ANY STATE OR FEDERAL COURT LOCATED IN THE COUNTY IN WHICH THE LAND IS LOCATED. MORTGAGOR AND, BY ITS ACCEPTANCE OF THIS MORTGAGE, MORTGAGEE (FOR ITSELF AND THE LENDER) EXPRESSLY SUBMIT AND CONSENT TO THE JURISDICTION OF THE AFORESAID COURTS AND WAIVE ANY DEFENSE OF FORUM NON CONVENIENS. TO THE EXTENT PERMITTED BY APPLICABLE LAW, MORTGAGOR HEREBY WAIVES PERSONAL SERVICE OF ANY AND ALL PROCESS AND AGREES THAT ALL SUCH

SERVICE OF PROCESS MAY BE MADE UPON MORTGAGOR BY CERTIFIED OR REGISTERED MAIL, RETURN RECEIPT REQUESTED, ADDRESSED TO MORTGAGOR, AT THE ADDRESS SET FORTH IN THIS MORTGAGE AND SERVICE SO MADE SHALL BE DEEMED COMPLETE TEN (10) DAYS AFTER THE SAME HAS BEEN POSTED.

9.19. Exhibits. Any and all Exhibits are incorporated into this Mortgage by this reference.

9.20. Addresses; Request for Notice. All notices and other communications that are required or permitted to be given to a party under this Mortgage shall be in writing, refer to the Loan number, and shall be sent to such party, either by personal delivery, by overnight delivery service, or by certified first-class mail, return receipt requested to the addressee below. All such notices and communications shall be effective upon receipt of such delivery, or if refused or deemed undeliverable, in each case, on the date the first delivery was attempted. The addresses of the parties are set forth on page 1 of this Mortgage. Mortgagor's principal place of business is at the address set forth on page 1 of this Mortgage.

Any Mortgagor whose address is set forth on page 1 of this Mortgage hereby requests that a copy of notice of default and notice of sale be delivered to it at that address. Failure to insert an address shall constitute a designation of Mortgagor's last known address as the address for such notice. Any party shall have the right to change its address for notice hereunder to any other location within the continental United States by giving thirty (30) days' notice to the other parties in the manner set forth above.

9.21. Counterparts. This Mortgage may be executed in any number of counterparts, each of which, when executed and delivered, will be deemed an original and all of which taken together, will be deemed to be one and the same instrument.

9.22. Time is of the Essence. Time is of the essence with respect to all of Mortgagor's obligations and agreements hereunder regarding, in each case, (i) the payment of money; (ii) where any deadline or period for performance is provided; and (iii) where notice, reports, financial statements, information concerning the Property and its operation, or other information is required to be delivered to Mortgagee.

9.23. Customer Identification - USA Patriot Act Notice. Mortgagee hereby notifies Mortgagor that pursuant to the requirements of the USA Patriot Act (Title III of Pub. L. 107-56, signed into law October 26, 2001), as amended (the "Act"), and Mortgagee's policies and practices, Mortgagee is required to obtain, verify and record certain information and documentation that identifies Mortgagor, which information includes the name and address of Mortgagor and such other information that will allow Mortgagee to identify Mortgagor in accordance with the Act.

9.24. Liability for Error in Mortgage. Mortgagor hereby releases and forever discharges the law firm of Holland & Knight LLP and all of their attorneys, from any and all loss, cost, expense, damage or claim, whether or not valid, including, without limitation, reasonable attorneys' fees and disbursements, arising under or in any way connected with Section 697.10 of Florida Statutes or any similar law. Mortgagor hereby verifies and confirms, to the best of its knowledge, all factual information in this Lien Instrument, including the accuracy and correctness of the legal

description set forth herein. In the event any factual errors are found in this Mortgage or in the legal description, Mortgagor and Mortgagee shall, at Mortgagor's sole cost and expense, promptly correct or cause to be corrected subsequent to the date hereof any and all such errors. Notwithstanding the foregoing, all rights of Mortgagor and Mortgagee are preserved against Mortgagor's and Mortgagee's title insurers, the surveyor, the engineer, if any, and the appraiser, if any, and, after payment is made by Mortgagor, Mortgagor shall be subrogated to such rights.

9.25. Waiver of Jury Trial. TO THE FULLEST EXTENT PERMITTED BY LAW, MORTGAGOR HEREBY AGREES NOT TO ELECT A TRIAL BY JURY OF ANY ISSUE TRIABLE BY JURY AND WAIVES ANY RIGHT TO TRIAL BY JURY WITH REGARD TO THIS MORTGAGE OR ANY OTHER CREDIT DOCUMENT, OR ANY CLAIM, COUNTERCLAIM OR OTHER ACTION ARISING IN CONNECTION THEREWITH. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS GIVEN KNOWINGLY AND VOLUNTARILY BY MORTGAGOR, AND IS INTENDED TO ENCOMPASS INDIVIDUALLY EACH INSTANCE AND EACH ISSUE AS TO WHICH THE RIGHT TO A TRIAL BY JURY WOULD OTHERWISE ACCRUE. BENEFICIARY IS HEREBY AUTHORIZED TO FILE A COPY OF THIS PARAGRAPH IN ANY PROCEEDING AS CONCLUSIVE EVIDENCE OF THIS WAIVER BY MORTGAGOR.

[Signature page follows]

IN WITNESS WHEREOF, Mortgagor has executed this Mortgage as of the day and year set forth above.

Signature of Witness 1

Print name of Witness 1

Signature of Witness 2

Print name of Witness 2

4601 CORAL GABLES PROPERTY, LLC, a
Florida limited liability company

By:

Name: JOHN H. RUIZ

Its: MANAGER

STATE OF Florida)
) SS:
COUNTY OF Miami-Dade)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 21 day of DECEMBER 2023, by JOHN H. RUIZ, as MANAGER of 4601 Coral Gables Property, LLC, a Florida limited liability company, on behalf of said company, who personally appeared before me, is personally known to me or has produced Fraction Drivers license, as identification.

[SEAL]



Notary Public, State of Florida
Print Name: Robert W. Rodriguez
Commission Number: 425361
Commission Expires: 11.22.2027

EXHIBIT A

LEGAL DESCRIPTION

PARCEL 1:

Lots 8, 9, 10 11 and 12, Less that portion of Lots 9, 10, and 11 lying West of a line that is 35 feet East of, and parallel to, the West line of the NE 1/4 of Section 20, Township 54 South, Range 41 East, and also Less the external area formed by an arc concave to the Southeast, with a 15-foot radius, and tangent to the Northerly line of said Lot 11 and tangent to said line that is 35 feet East of, and parallel to, the West line of the NE 1/4 of Section 20, all in Block 16, of REVISED PLAT CORAL GABLES INDUSTRIAL SECTION, according to the Plat thereof, as recorded in Plat Book 28, Page 22, of the Public Records of Miami-Dade County, Florida.

PARCEL 2:

Lots 1, 2, 3, 4, 5, 6 and 7, in Block 16, of REVISED PLAT OF CORAL GABLES INDUSTRIAL SECTION, according to the Plat thereof, as recorded in Plat Book 28, Page 22, of the Public Records of Miami-Dade County, Florida.