Recorded: 4/1/2025 at 2:16:11.0 PM
County Recording Fee: $137.00
Iowa E-Filing Fee: $3.00
Combined Fee: $140.00
Revenue Tax: $0.00
Delaware County, Iowa
Daneen Schindler RECORDER
BK: 2025 PG: 817

Emily Southwick, 55 Hudson Yards, 30th Floor, New York, New York 10001-2163, 30th Floor, 212-530-5733

Preparer Information: (Individual's Name, Street Address, City, Zip, Phone)

Taxpayer Information: (Individual/Company Name, Street Address, City, Zip, Phone)

Milbank LLP, 55 Hudson Yards, 39th Floor, New York, New York 10001-2163, Attention: John Britton

Return Document to: (Individual/Company Name, Street Address, City, Zip, Phone)

Type of Document: Mortgage

Grantors: STRYTEN MANCHESTER LLC

Grantees: SILVER POINT FINANCE, LLC

See Page Exhibit A **for Legal Description:**

Book & Page Reference:

STRYTEN MANCHESTER LLC,
a Delaware limited liability company,
as mortgagor

to

SILVER POINT FINANCE, LLC,
a Delaware limited liability company,

as mortgagee

for the ratable benefit of the Lenders
party to the Credit Agreement (defined below),
as mortgagees

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

Dated: As of March 31, 2025

Property Location: 913 South 10th Street, Manchester, Iowa 52057

DOCUMENT PREPARED BY AND
WHEN RECORDED, RETURN TO:

Milbank LLP
55 Hudson Yards, 39th Floor
New York, NY 10001-2163
Attention: John Britton

NOTICE: THIS MORTGAGE SECURES CREDIT IN THE AMOUNT OF FOUR HUNDRED MILLION AND 00/100 DOLLARS ($400,000,000.00). LOANS AND ADVANCES UP TO THIS AMOUNT, TOGETHER WITH INTEREST, ARE SENIOR TO THE INDEBTEDNESS TO OTHER CREDITORS UNDER SUBSEQUENTLY RECORDED OR FILED MORTGAGES AND LIENS.

☐ **IF THIS BOX IS CHECKED, THIS MORTGAGE IS A PURCHASE MONEY MORTGAGE AS DEFINED IN THE IOWA CODE.**

MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING (this "***Mortgage***"), made as of March 31, 2025, by **STRYTEN MANCHESTER LLC**, a Delaware limited liability company having an office at 5925 Cabot Parkway, Alpharetta, Georgia 30005 ("***Mortgagor***"), to **SILVER POINT FINANCE, LLC**, a Delaware limited liability company having an address at Two Greenwich Plaza, Greenwich, Connecticut 06830, in its capacity as agent for the lenders from time to time party to the Credit Agreement (defined below) (in such capacity and together with its successors and assigns, "***Agent***" or "***Mortgagee***"; and such lenders, collectively, together with their respective successors and assigns, "***Lender***").

STRYTEN ENERGY RESOURCES LLC, a Delaware limited liability company having an office at 3700 Mansell Road, Suite 400, Alpharetta, Georgia 30022 ("***Borrower***"), is indebted to Mortgagee in the aggregate principal amount of $400,000,000.00 (the "***Loan***") or so much as may be advanced from time to time according to and as evidenced by that certain (i) Credit Agreement dated as of December 18, 2024, by and among Borrower, **STRYTEN RESOURCES LLC**, a Delaware limited liability company, Agent, and Lender (as may be, from time to time, modified, amended, or supplemented in accordance with the terms thereof, the "***Credit Agreement***"). Capitalized terms not otherwise defined herein shall have the respective meanings given to such terms in the Credit Agreement. This Mortgage is a "Mortgage" as defined in the Credit Agreement.

To secure the payment and performance of all of Borrower's obligations under the Loan Documents (as such term is defined in the Credit Agreement), and all sums advanced or which may be advanced in the future and which may or shall become due thereunder or under any of the other documents evidencing, securing or executed in connection with the Loan (this Mortgage, and such other documents, as any of the same may, from time to time, be modified, amended or supplemented in accordance with the respective terms thereof, collectively, the "***Loan Documents***"), including (i) the payment of interest and other amounts which would accrue and become due but for the filing of a petition in bankruptcy (whether or not a claim is allowed against Borrower for such interest or other amounts in any such bankruptcy proceeding) or the operation of the automatic stay under Section 362(a) of Title 11 of the United States Code (the "***Bankruptcy Code***"), and (ii) the costs and expenses of enforcing any provision of any Loan Document (all such sums collectively, the "***Debt***". The term "Debt" as defined herein shall include, but not be limited to, any judgments or final decrees rendered to collect any money obligations of Mortgagor and/or to enforce the performance or collection of all covenants, agreements, other obligations and liabilities of Mortgagor under this Mortgage or any or all of the other Loan Documents. Mortgagor hereby irrevocably mortgages, warrants, assigns, pledges, grants, bargains, sells, conveys,

transfers, sets over and assigns, and grants a security interest, to and in favor of Mortgagee, for the benefit of Lender, all of the real, personal, tangible and intangible property, rights, title, interests, and estates now owned or hereafter acquired by Mortgagor, described as follows (collectively, the "***Mortgaged Property***"):

(a) Land. The real property described in Exhibit A attached hereto and made a part hereof (the "***Premises***");

(b) Additional Land. All additional lands, estates and development rights hereafter acquired by Mortgagor for use in connection with the Premises and the development of the Premises and all additional lands and estates therein which may, from time to time, by supplemental mortgage or otherwise, be expressly made subject to the lien of this Mortgage;

(c) Improvements. The buildings, structures, fixtures, additions, enlargements, extensions, modifications, repairs, replacements and other improvements now or hereafter located on the Premises and owned by Mortgagor (the "***Improvements***");

(d) Easements. All easements, rights-of-way, strips and gores of land, streets, ways, alleys, passages, sewer rights, water, water courses, water rights and powers, air rights and development rights, permits, licenses, rights to oil, gas, minerals, coal and other substances of any kind or character, and all estates, rights, titles, interests, privileges, liberties, servitudes, tenements, hereditaments, and appurtenances of any nature whatsoever, in any way belonging, relating or pertaining to the Premises and the Improvements; and the reversion and reversions, remainder and remainders, and all land lying in the bed of any street, road, highway, alley or avenue, opened, vacated or proposed, in front of or adjoining the Premises, to the center line thereof; and all the estates, rights, titles, interests, dower and rights of dower, curtesy and rights of curtesy, property, possession, claim and demand whatsoever, both at law and in equity, of Mortgagor of, in, and to the Premises and the Improvements, and every part and parcel thereof, with the appurtenances thereto;

(e) Equipment. All "equipment" (as such term is defined in Article 9 of the Uniform Commercial Code, as in effect in the state where the Mortgaged Property is located (the "***UCC***")) now owned by Mortgagor, or in which Mortgagor has or shall have an interest, now or hereafter located upon the Premises or the Improvements, or appurtenant thereto, and usable in connection with the present or future operation and occupancy of the Premises and the Improvements (collectively, the "***Equipment***"), and including all machinery; furniture; furnishings; equipment; computer software and hardware; fixtures (including all heating, air conditioning, plumbing, lighting, communications and elevator fixtures); inventory; materials; supplies; and other articles of personal property; and accessions thereof; renewals and replacements thereof and substitutions therefor; and other property of every kind and nature, tangible or intangible; any leases of, deposits in connection with, and proceeds of any sale or transfer of any of the foregoing; and the right, title, and interest of Mortgagor in and to any of the Equipment that may be subject to any "security interest" (as defined in the UCC) superior in lien to the lien of this Mortgage. For the avoidance of doubt, Equipment shall not include any property belonging to any property manager or tenants under leases except to the extent that Mortgagor shall have any right or interest therein;

(f) Fixtures. All Equipment now owned, or the ownership of which is hereafter acquired by Mortgagor, which is so related to the Land and Improvements forming part of the Premises that it is deemed fixtures or real property under the law of the state in which the Equipment is located (collectively, the "***Fixtures***"; and together with the Premises and the Improvements, the "***Real Property***"), including all building or construction materials intended for construction, reconstruction, alteration, or repair of or installation on the Premises; construction equipment; appliances; machinery; plant equipment; fittings; apparatuses; fixtures; and other items now or hereafter attached to, installed in, or used in connection with (temporarily or permanently) any of the Improvements or the Land (including engines; devices for the operation of pumps, pipes, plumbing, cleaning, call, and sprinkler systems, fire extinguishing apparatuses and equipment, heating, ventilating, plumbing, laundry, incinerating, electrical, air conditioning and air cooling equipment and systems, gas and electric machinery, appurtenances and equipment, pollution control equipment, security systems, disposals, dishwashers, refrigerators and ranges, recreational equipment and facilities of all kinds, and water, gas, electrical, storm and sanitary sewer facilities, utility lines and equipment (whether owned individually or jointly with others, and, if owned jointly, to the extent of Mortgagor's interest therein), and all other utilities whether or not situated in easements, all water tanks, water supply, water power sites, fuel stations, fuel tanks, fuel supply, and all other structures, together with all accessions, appurtenances, additions, replacements, betterments, and substitutions for any of the foregoing, and the proceeds thereof). For the avoidance of doubt, "Fixtures" shall not include any property which any tenants or any person claiming by, through or under tenants, owns or is entitled to remove pursuant to a lease, except to the extent that Mortgagor shall have any right or interest therein;

(g) Personal Property. All of Mortgagor's right, title, and interest in, to, and under all furniture, furnishings, objects of art, machinery, goods, tools, supplies, appliances, general intangibles, contract rights, accounts, accounts receivable, franchises, licenses, certificates and permits, and all other personal property of any kind or character whatsoever as defined in and subject to the provisions of the UCC, whether tangible or intangible, other than Fixtures, which are now or hereafter owned by Mortgagor related to the Mortgaged Property, together with all accessories, replacements, and substitutions thereto or therefor, and the proceeds thereof (collectively, the "***Personal Property***"), and the right, title, and interest of Mortgagor in and to any of the Personal Property which may be subject to any "security interests" (as defined in the UCC) superior in lien to the lien of this Mortgage, and all proceeds and products of the above. For the avoidance of doubt, "Personal Property" shall not include any of the foregoing property which any tenant, or any Person claiming by, through or under any tenant, owns or is entitled to remove pursuant to a lease, except to the extent that Mortgagor shall have any right or interest therein and then only to the extent of such interest;

(h) Awards. All awards or payments, including interest thereon, that may heretofore or hereafter be made with respect to the Premises or the Improvements, whether from the exercise of the right of eminent domain or condemnation (including any transfer made in lieu of or in anticipation of the exercise of such right), or for a change of grade, or for any other injury to or decrease in the value of the Premises or Improvements. Without limiting the foregoing, all awards made by any public or quasi-public authority by virtue of any condemnation or exercise of the right of eminent domain in connection with the Mortgaged Property are hereby assigned to Mortgagee to be held by it subject to the lien and security interest of this Mortgage;

(i) Leases and Rents. All leases (including ground leases, subleases, and sub subleases), lettings, licenses, concessions and other agreements or arrangements heretofore or hereafter entered into relating to the use, enjoyment or occupancy of, or the conduct of any activity upon or in, the Premises or the Improvements, including any extensions, renewals, modifications or amendments thereof (collectively, the "***Leases***") and all rents, rent equivalents, moneys payable as damages (including payments by reason of the rejection of a Lease in a Bankruptcy Proceeding or in lieu of rent or rent equivalents), royalties (including all oil and gas or other mineral royalties and bonuses), income, fees, receivables, receipts, revenues, deposits (including security, utility and other deposits), accounts, cash, issues, profits, charges for services rendered, and other consideration of whatever form or nature received by or paid to or for the account of or benefit of Mortgagor or its agents or employees from any and all sources arising from or attributable to the Premises and the Improvements, including all receivables, customer obligations, installment payment obligations and other obligations now existing or hereafter arising or created out of the sale, lease, sublease, license, concession or other grant of the right of the use and occupancy of the Premises or the Improvements, or rendering of services by Mortgagor or any of its agents or employees, and proceeds, if any, from business interruption or other loss of income insurance (hereinafter collectively referred to as the "***Rents***"), together with all proceeds from the sale or other disposition of the Leases and the right to receive and apply the Rents to the payment of the Debt. Without limiting the generality of any of the foregoing, in the event that a case under the Bankruptcy Code is commenced by or against Mortgagor, pursuant to Section 552(b)(2) of the Bankruptcy Code, the security interest granted by this Mortgage shall automatically extend to all Rents acquired by Mortgagor after the commencement of the case and shall constitute cash collateral under Section 363(a) of the Bankruptcy Code;

(j) Insurance Proceeds. All proceeds of and any unearned premiums on any insurance policies covering the Mortgaged Property, including the right to receive and apply the proceeds of any insurance, judgments, or settlements made in lieu thereof, for damage to the Mortgaged Property;

(k) Rights. The right, in the name and on behalf of Mortgagor, to appear in and defend any action or proceeding brought with respect to the Mortgaged Property and to commence any action or proceeding to protect the interest of Mortgagee in the Mortgaged Property;

(l) Intangible Property; All accounts (including reserve accounts), escrows, documents, instruments, chattel paper, claims, deposits and general intangibles, as the foregoing terms are defined in the UCC, franchises, trade names, trademarks, copyrights, symbols, service marks, books, records, plans, specifications, designs, drawings, surveys, title insurance policies, permits, consents, licenses, management agreements, contract rights (including any contract with any architect or engineer or with any other provider of goods or services for or in connection with any construction, repair or other work upon the Mortgaged Property), approvals, actions, refunds of real estate taxes and assessments (and any other governmental impositions related to the Mortgaged Property), and causes of action, that now or hereafter relate to, are derived from, or are used in connection with the Mortgaged Property or the use, operation, maintenance, occupancy, or enjoyment thereof, or the conduct of any business or activities thereon (hereinafter collectively referred to as the "***Intangibles***");

(m) Hedging Agreements; Swap Agreements. Hedging Agreements and swap agreements, any replacements, amendments or supplements thereto, including all "accounts", "chattel paper", "general intangibles" and "investment property" (as such terms are defined in the UCC as from time to time in effect) constituting or relating to the foregoing, and all claims of Mortgagor for breach by the counterparty thereunder of any covenant, agreement, representation or warranty contained in such Hedging Agreement or swap agreement, and all products and proceeds of any of the foregoing;

(n) Agreements. All of the Mortgagor's right, title and interest in, to and under the documents, contracts, instruments, plans, permits, licenses, approvals, applications, trade names, insurance policies, equipment leases, purchase and sale agreements, environmental indemnification agreements, property management agreements, asset management agreements, development agreements and other instruments described or existing with respect to the Premises, and any amendments or modifications thereto, and any replacements thereof, now in existence or hereafter executed by Assignor or now in the possession of Assignor or hereafter obtained by Assignor (collectively, the "***Documents***"), and all rights, powers, privileges, claims, remedies and causes of action of every kind which Assignor now has or may in the future have with respect to or by reason of its interest in the Documents. For the avoidance of doubt, Mortgagee is not undertaking the performance of any obligations under or with respect to any Document;

(o) Proceeds. All proceeds, products, offspring, rents, and profits from any of the foregoing, including those from sale, exchange, transfer, collection, loss, damage, disposition, substitution, or replacement of any of the foregoing;

(p) Other Rights. All of Mortgagor's right, title, and interest in other or greater rights and interests of every nature in the Real Property and in the possession or use thereof and income therefrom, whether now owned or hereafter acquired by Mortgagor (including any and all other rights of Mortgagor in and to the items set forth in Subparagraph (a) through Subparagraph (o) above);

TO HAVE AND TO HOLD the Mortgaged Property unto Mortgagee and its successors and assigns, forever;

PROVIDED, HOWEVER, these presents are upon the express condition that, if Borrower shall well and truly (a) pay to Mortgagee the Debt and perform the other Obligations (other than contingent indemnification obligations as to which no claim has been asserted) at the time and in the manner provided in this Mortgage and other Loan Documents, and (b) abide by and comply with each and every covenant and condition set forth in the Loan Documents in a timely manner, these presents and the estate hereby granted shall cease, terminate and be void, provided further, that Mortgagor's obligation to indemnify and hold harmless Mortgagee and each Lender pursuant to the terms hereof shall survive any such payment or release;

AND Mortgagor represents and warrants to and covenants and agrees with Mortgagee as follows:

PART 1

GENERAL PROVISIONS

1. **Incorporation of Covenants, Conditions and Agreements**. All the covenants, conditions and agreements contained in the Loan Documents are hereby made a part of this Mortgage to the same extent and with the same force as if fully set forth herein, *mutatis mutandis*.

2. **Leases and Rents**.

(a) Mortgagor does hereby absolutely and unconditionally assign to Mortgagee all of Mortgagor's right, title and interest in all current and future Leases and Rents, it being intended by Mortgagor that this assignment constitutes a present, absolute assignment, and not an assignment for additional security only. Such assignment shall not bind or be construed to bind Mortgagee to the performance of any of the covenants or provisions contained in any lease or otherwise impose any obligation upon Mortgagee. Nevertheless, subject to the terms of this paragraph, Mortgagee grants to Mortgagor a revocable license to operate and manage the Mortgaged Property and to collect Rents. Upon an Event of Default, without the need for notice or demand, the license granted to Mortgagor herein shall automatically be revoked, and Mortgagee shall immediately be entitled to possession of all Rents collected thereafter (including Rents past due and unpaid), whether or not Mortgagee enters upon or takes control of the Mortgaged Property. Mortgagor hereby grants and assigns to Mortgagee the right, at Mortgagee's option, upon revocation of the license granted herein, to enter upon the Mortgaged Property in person, by agent or by court-appointed receiver to collect the Rents. Any Rents collected after the revocation of such license may be applied toward payment of the Debt in such priority and proportions as Mortgagee in its sole discretion may deem proper.

(b) Mortgagor shall not enter into, modify, amend, cancel, terminate or renew any lease except as expressly provided in the Credit Agreement.

3. **Use and Maintenance of Mortgaged Property**.

(a) Without Mortgagee's consent, which shall not be unreasonably withheld or delayed, Mortgagor shall not initiate, join in, acquiesce in, or consent to any change in any private restrictive covenant, zoning law, or other public or private restriction limiting or defining the uses for which the Mortgaged Property may be used. If under applicable zoning provisions the use of the Mortgaged Property is or shall become a nonconforming use, Mortgagor shall not cause or permit such nonconforming use to be discontinued or abandoned without the consent of Mortgagee, which consent shall not be unreasonably withheld or delayed. Mortgagor shall not (i) change the use of the Mortgaged Property without Mortgagee's consent, which shall not be unreasonably withheld or delayed, (ii) commit, permit, or suffer to occur any waste on or with respect to the Mortgaged Property, (iii) take any action that might invalidate or allow the cancellation of any insurance policy, (iv) do or permit to be done anything that may in any way materially impair the value of the Mortgaged Property, or (v) take any steps to convert the Mortgaged Property to a condominium or cooperative form of ownership.

(b) Mortgagor shall cause the Mortgaged Property to be maintained in a good and safe condition and repair as more fully set forth in the Credit Agreement. None of the Improvements, the Fixtures, and the Equipment shall be removed, demolished or materially altered (except for normal replacement of the Fixtures, the Equipment, and tenant finish and refurbishment of the Improvements) without Mortgagee's consent, except as otherwise permitted pursuant to express terms of the Credit Agreement. To the extent required by, and subject to the terms of the Credit Agreement, Mortgagor shall, at Mortgagor's sole expense, promptly repair, replace, or rebuild any part of the Mortgaged Property which is destroyed by any casualty, or which becomes damaged, worn, or dilapidated, or which may be affected by any condemnation.

4. Transfer or Encumbrance of the Mortgaged Property.

(a) Mortgagor acknowledges that (i) Mortgagee will continue to rely on Mortgagor's ownership of the Mortgaged Property as a means of maintaining the value of the Mortgaged Property as security for the Debt, and (ii) Mortgagee has a valid interest in maintaining the value of the Mortgaged Property so as to ensure that, if Mortgagor, Borrower, or any other Loan Party defaults in the repayment of the Debt, Mortgagee can recover the Debt by a sale of the Mortgaged Property. Mortgagor shall not sell, convey, alienate, mortgage, encumber, pledge, or otherwise transfer the Mortgaged Property or any part thereof or any of its interest therein (each a "***Transfer***"), or suffer or permit a Transfer to occur, other than as expressly permitted under the Loan Documents.

(b) Mortgagee shall not be required to demonstrate any actual impairment of its security or any increased risk of default hereunder in order to declare the Debt immediately due and payable upon Transfer in violation of this Paragraph 4. This provision shall apply to every sale, conveyance, alienation, mortgage, encumbrance, pledge, and transfer of the Mortgaged Property (and every other Transfer) regardless of whether voluntary or not. Any Transfer made in contravention of this Paragraph 4 shall be null and void and of no force and effect. Mortgagor agrees to bear and shall pay or reimburse Mortgagee on demand for all reasonable expenses (including reasonable attorneys' fees and disbursements, title search costs and title insurance endorsement premiums) incurred by Mortgagee in connection with the review, approval and documentation of any Permitted Transfer.

5. Changes in Laws Regarding Taxation.

(a) If any law is enacted or adopted or amended after the date of this Mortgage which deducts the Debt from the value of the Mortgaged Property for the purpose of taxation or which imposes a tax, either directly or indirectly, on the Debt or Mortgagee's interest in the Mortgaged Property, Mortgagor will pay such tax, with interest and penalties thereon, if any (other than Excluded Taxes). If Mortgagee is advised by counsel chosen by it that the payment of such tax and penalties by Mortgagor would be unlawful, taxable to Mortgagee, unenforceable, or provide the basis for a defense of usury, then Mortgagee shall have the option, by written notice of not fewer than one hundred eighty (180) days, to declare the Obligations immediately due and payable.

(b) If at any time the United States of America, any state thereof, or any subdivision of any such state requires revenue or other stamps to be affixed to this Mortgage or

any of the other Loan Documents, or imposes any other tax or charge on the same, Mortgagor shall pay for the same, with interest and penalties thereon, if any.

6. No Credits on Account of the Debt. Mortgagor shall not claim or demand or be entitled to any credit on account of the Debt for any part of the Taxes or Other Taxes assessed against the Mortgaged Property, or any part thereof, and no deduction shall otherwise be made or claimed from the assessed value of the Mortgaged Property for real estate tax purposes by reason of this Mortgage or the Debt. If such claim, credit, or deduction is required by applicable law, Mortgagee shall have the option, by written notice of not fewer than one hundred fifty (150) days, to declare the Debt immediately due and payable.

7. Recording of Mortgage, Etc. Mortgagor forthwith upon the execution and delivery of this Mortgage and thereafter, from time to time, shall cause this Mortgage, and any security instrument creating a lien or security interest or evidencing the lien hereof upon the Mortgaged Property and each instrument of further assurance to be filed, registered or recorded in such manner and in such places as may be required by any present or future law in order to publish notice of and fully to protect the lien or security interest hereof upon, and the interest of Mortgagee in, the Mortgaged Property. Mortgagor shall pay all filing, registration and recording fees, all expenses incident to the preparation, execution and acknowledgment of and all federal, state, county, and municipal taxes, duties, imposts, documentary stamps, assessments and charges arising out of or in connection with the execution and delivery of, this Mortgage, any Mortgage supplemental hereto, any security instrument with respect to the Mortgaged Property or any instrument of further assurance, and any modification or amendment of any of the foregoing documents, except where prohibited by applicable law. Mortgagor shall, at its sole cost and expense, hold harmless and indemnify each of Mortgagee and Mortgagee's successors and assigns (the "***Indemnified Parties***") against any and all liability imposed upon, incurred by, or asserted against any of the Indemnified Parties and directly or indirectly arising out of the imposition of any tax on the making or recording of this Mortgage.

8. Right to Cure Defaults. Upon the occurrence and during the continuance of any Event of Default, Mortgagee may, but without any obligation to do so and without notice to or demand on Mortgagor and without releasing Mortgagor from any obligation hereunder, perform the obligations in Default in such manner and to such extent as Mortgagee may deem necessary to protect the security hereof. Mortgagee is authorized, upon reasonable prior notice to Mortgagor, to enter upon the Mortgaged Property for such purposes and to appear in, defend, or bring any action or proceeding to protect its interest in the Mortgaged Property or to foreclose this Mortgage or collect the Debt, and the cost and expense thereof (including reasonable attorneys' fees and disbursements to the extent permitted by law), with interest thereon at the Post-Default Rate for the period after notice from Mortgagee that such cost or expense was incurred to the date of payment to Mortgagee, shall constitute a portion of the Debt, shall be secured by this Mortgage and the other Loan Documents, and shall be due and payable to Mortgagee upon demand.

9. Further Assurances. Mortgagor shall, at Mortgagor's sole cost and without expense to Mortgagee or any Lender, perform, execute, acknowledge, and deliver (as applicable) all such further acts, deeds, conveyances, deeds of trust, mortgages, assignments, notices of assignments, transfers, and assurances as Mortgagee may, from time to time, reasonably require for the better assuring, conveying, assigning, transferring, and confirming unto Mortgagee the

property and rights hereby mortgaged, deeded, granted, bargained, sold, conveyed, confirmed, pledged, assigned, warranted, and transferred, or intended now or hereafter so to be, or which Mortgagor may be or may hereafter become bound to convey or assign to Mortgagee, or for carrying out the intention or facilitating the performance of the terms of this Mortgage, or for filing, registering, or recording this Mortgage, or for complying with all applicable laws. Mortgagor, on written demand, shall promptly execute and deliver, and if Mortgagor fails to do so, hereby authorizes Mortgagee to execute in the name of Mortgagor or without the signature of Mortgagor, to the extent Mortgagee may lawfully do so, one or more financing statements to evidence more effectively the security interest of Mortgagee in the Mortgaged Property. Upon the indefeasible payment in full of the Debt and satisfaction of all the Term Loan Obligations (other than any contingent obligations, such as indemnification obligations, that by the express terms of the Loan Documents survive the indefeasible repayment in full of the Debt, and for which written demand has not been made), Mortgagee will cause the termination of such financing statements and shall provide Mortgagor with evidence of same. Mortgagor grants to Mortgagee an irrevocable power of attorney coupled with an interest for the purpose of (i) exercising during the continuance of an Event of Default, and (ii) perfecting any and all rights and remedies available to Mortgagee at law and in equity. Notwithstanding anything to the contrary in the immediately preceding sentence, Mortgagee shall not execute any document as attorney-in-fact of Mortgagor unless (x) Mortgagor shall have failed or refused to execute the same within five (5) Business Days after Mortgagee's request therefor, or (y) in Mortgagee's good faith determination it would be prejudiced by the delay involved in making such a request. Mortgagee shall give prompt notice to Mortgagor of any exercise of the power of attorney as provided in this Paragraph 9, along with copies of all documents executed in connection therewith.

10. Remedies.

(a) Upon the occurrence and during the continuance of any Event of Default, Mortgagee may itself or by its agent, take such action, without further notice or demand, as Mortgagee deems advisable to protect and enforce its rights against Mortgagor and in and to the Mortgaged Property, including the following actions, each of which may be pursued concurrently or otherwise, at such time and in such order as Mortgagee may determine, in its sole discretion, without impairing or otherwise affecting the other rights and remedies of Mortgagee:

(i) declare the entire Debt to be immediately due and payable;

(ii) institute a proceeding or proceedings, judicial or nonjudicial, to the extent permitted by law, by advertisement or otherwise, for the complete foreclosure of this Mortgage, in which case the Mortgaged Property may be sold for cash or upon credit in one or more parcels or in several interests or portions and in any order or manner;

(iii) with or without entry, to the extent permitted and pursuant to the procedures provided by applicable law, institute proceedings for the partial foreclosure of this Mortgage for the portion of the Debt then due and payable, subject to the continuing lien of this Mortgage for the balance of the Debt not then due;

(iv) sell for cash or upon credit the Mortgaged Property or any part thereof and all estate, claim, demand, right, title, and interest of Mortgagor therein and rights of

redemption thereof, pursuant to power of sale or otherwise, at one or more sales, as an entirety or in parcels, at such time and place, upon such terms and after such notice thereof as may be required or permitted by law;

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

(vi) recover judgment on the Loan Documents either before, during, or after any proceeding for the enforcement of this Mortgage;

(vii) apply for the appointment of a trustee, receiver, liquidator, or conservator of the Mortgaged Property, without notice and without regard for the adequacy of the security for the Debt and without regard for the solvency of Mortgagor, guarantor, or indemnitor with respect to the Loan, or of any person, firm, or other entity liable for the payment of the Debt (or any part thereof) or performance of the Obligations (or any part thereof);

(viii) enforce Mortgagee's interest in the Leases and Rents and enter into or upon the Mortgaged Property, either personally or by its agents, nominees, or attorneys and dispossess Mortgagor and its agents and employees therefrom, without liability for trespass or damages, and thereupon Mortgagee may (A) use, operate, manage, control, insure, maintain, repair, restore and otherwise deal with the Mortgaged Property and conduct the business thereat; (B) complete any construction on the Mortgaged Property in such manner and form as Mortgagee deems advisable; (C) make alterations, additions, renewals, replacements, and improvements to or on the Mortgaged Property; (D) exercise all rights and powers of Mortgagor with respect to the Mortgaged Property, whether in the name of Mortgagor or otherwise, including the right to make, cancel, enforce, or modify leases, obtain and evict tenants, and demand, sue for, collect and receive Rents; and (E) apply the receipts from the Mortgaged Property to the payment of the Debt, after deducting therefrom all expenses (including reasonable attorneys' fees and disbursements) incurred in connection with the aforesaid operations and all amounts necessary to pay the Taxes, insurance and other charges in connection with the Mortgaged Property, as well as just and reasonable compensation for the services of Mortgagee, and its counsel, agents, and employees;

(ix) require Mortgagor to pay monthly in advance, to Mortgagee or any receiver appointed to collect the Rents, the fair and reasonable rental value for the use and occupation of any portion of the Mortgaged Property occupied by Mortgagor, and require Mortgagor to vacate and surrender possession of the Mortgaged Property to Mortgagee or to such receiver, and, in default thereof, evict Mortgagor by summary proceedings or otherwise; or

(x) pursue such other rights and remedies as may be available at law or in equity or under the UCC, including the right to receive and/or establish a lock box for all Rents and proceeds from the Intangibles and any other receivables or rights to payments of Mortgagor relating to the Mortgaged Property.

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

(b) The proceeds of any sale made under or by virtue of this Paragraph 10, together with any other sums which then may be held by Mortgagee under this Mortgage, whether under the provisions of this paragraph or otherwise, shall be applied by Mortgagee to the payment of the Debt in such priority and proportion as set forth in the Credit Agreement.

(c) Mortgagee may adjourn from time to time any sale by it to be made under or by virtue of this Mortgage by announcement at the time and place appointed for such sale or for such adjourned sale or sales; and, except as otherwise provided by any applicable law, Mortgagee, without further notice or publication, may make such sale at the time and place to which the same shall be so adjourned.

(d) Upon the completion of any sale or sales pursuant hereto, Mortgagee, or an officer of any court empowered to do so, shall execute and deliver to the accepted purchaser or purchasers a good and sufficient instrument, or good and sufficient instruments, conveying, assigning, and transferring all estate, right, title, and interest in and to the property and rights sold. Mortgagee is hereby irrevocably appointed the true and lawful attorney of Mortgagor, in its name and stead, to make all necessary conveyances, assignments, transfers, and deliveries of the Mortgaged Property and rights so sold, and for that purpose Mortgagee may execute all necessary instruments of conveyance, assignment, and transfer, and may substitute one or more persons with like power, Mortgagor hereby ratifying and confirming all that its said attorney or such substitute or substitutes may lawfully do by virtue hereof. Any sale or sales made under or by virtue of this Paragraph 10, whether made under the power of sale herein granted or under or by virtue of judicial proceedings or of a judgment or decree of foreclosure and sale, shall operate to divest all the estate, right, title, interest, claim. and demand whatsoever, whether at law or in equity, of Mortgagor in and to the properties and rights so sold, and shall be a perpetual bar both at law and in equity against Mortgagor and against any and all persons claiming or who may claim the same, or any part thereof, from, through or under Mortgagor.

(e) Upon any sale made under or by virtue of this Paragraph 10, whether made under a power of sale or under or by virtue of judicial proceedings or of a judgment or decree of foreclosure and sale, Mortgagee may bid for and acquire the Mortgaged Property or any part thereof, and in lieu of paying cash therefor, may make settlement for the purchase price by crediting upon the Debt the net sales price after deducting therefrom the expenses of the sale and costs of the action and any other sums which Mortgagee is authorized to deduct under this Mortgage or any other Loan Document.

(f) No recovery of any judgment by Mortgagee and no levy of an execution under any judgment upon the Mortgaged Property or upon any other property of Mortgagor shall affect, in any manner or to any extent, the lien of this Mortgage upon the Mortgaged Property or any part thereof, or any liens, rights, powers, or remedies of Mortgagee hereunder, and such liens, rights, powers, and remedies of Mortgagee shall continue unimpaired as before.

(g) Mortgagee may terminate or rescind any proceeding or other action brought in connection with its exercise of the remedies provided in this Paragraph 10 at any time before the conclusion thereof, as determined by Mortgagee in Mortgagee's sole discretion and without prejudice to Mortgagee.

(h) Mortgagee may resort to any remedies and the security given by this Mortgage or in any other Loan Document in whole or in part, and in such portions and in such order as determined by Mortgagee in Mortgagee's sole discretion. No such action shall in any way be considered a waiver of any rights, benefits, or remedies evidenced or provided by any Loan Document. The failure of Mortgagee to exercise any right, remedy, or option provided in any Loan Document shall not constitute and shall not be deemed or construed to be a waiver of such right, remedy, or option or of any covenant or obligation secured by any Loan Document. No acceptance by Mortgagee of any payment after the occurrence of any Event of Default, and no payment by Mortgagee of any obligation for which Mortgagor is liable hereunder shall or shall be deemed or construed to waive or cure any Event of Default, or Mortgagor's liability to pay such obligation. No sale of all or any portion of the Mortgaged Property, no forbearance on the part of Mortgagee, and no extension of time for the payment of the whole or any portion of the Debt, or any other indulgence given by Mortgagee to Mortgagor, shall operate to release or in any manner affect the interest of Mortgagee in the remaining Mortgaged Property or the liability of Mortgagor to pay the Debt. No waiver by Mortgagee shall be effective unless it is in writing and then only to the extent specifically stated. All costs and expenses of Mortgagee in exercising its rights and remedies under this Paragraph 10 (including reasonable attorneys' fees and disbursements to the extent permitted by law) shall be paid by Mortgagor immediately upon notice from Mortgagee, with interest at the Post-Default Rate for the period after notice from Mortgagee, and such costs and expenses shall constitute a portion of the Debt and shall be secured by this Mortgage.

(i) The interests and rights of Mortgagee under the Loan Documents shall not be impaired by any indulgence, including (x) any renewal, extension or modification which Mortgagee may grant with respect to any of the Debt, (y) any surrender, compromise, release, renewal, extension, exchange or substitution which Mortgagee may grant with respect to the Mortgaged Property or any portion thereof or (z) any release or indulgence granted to any maker, endorser, guarantor or surety of any of the Debt.

11. Right of Entry. In addition to any other rights or remedies granted under this Mortgage, Mortgagee and its agents shall have the right to enter and inspect the Mortgaged Property solely in a manner consistent with Section 5.5 of the Credit Agreement.

12. Security Agreement/Fixture Filing.

(a) This Mortgage is both a real property mortgage and a "security agreement" within the meaning of the UCC. The Mortgaged Property includes both real and personal property and all other rights and interests, whether tangible or intangible in nature, of Mortgagor in the Mortgaged Property. Mortgagor, by executing and delivering this Mortgage, has granted and hereby grants to Mortgagee, as security for the Debt, a security interest in the Mortgaged Property to the full extent that the Mortgaged Property may be subject to the UCC (such portion of the Mortgaged Property so subject to the UCC being called in this paragraph the "***Collateral***"). Upon the occurrence and during the continuation of an Event of Default, Mortgagee, in addition to any other rights and remedies which it may have, shall have and may exercise immediately and without demand, any and all rights and remedies granted to a secured party upon default under the UCC, including the right to take possession of the Collateral or any part thereof, and to take such other measures as Mortgagee may deem necessary for the care, protection and preservation

of the Collateral. Upon written request or demand of Mortgagee after the occurrence and during the continuance of an Event of Default, Mortgagor shall, at its expense, assemble the Collateral and make it available to Mortgagee at a convenient place (at the Premises if tangible property) reasonably acceptable to Mortgagee. Mortgagor shall pay to Mortgagee within five (5) Business Days following written demand, any and all reasonable, actual, fees and out-of-pocket expenses, including reasonable legal expenses and attorneys' fees and costs, incurred or paid by Mortgagee or any Lender in protecting its interest in the Collateral and in enforcing its rights hereunder with respect to the Collateral after the occurrence and during the continuance of an Event of Default. Any notice of sale, disposition or other intended action by Mortgagee with respect to the Collateral sent to Mortgagor in accordance with the provisions hereof at least ten (10) Business Days prior to such action, shall, except as otherwise expressly provided by applicable law, constitute reasonable notice to Mortgagor. Upon the occurrence and during the continuance of an Event of Default, the proceeds of any disposition of the Collateral, or any part thereof, may, except as otherwise expressly required by applicable law, the Credit Agreement, or the Security Agreements, be applied by Mortgagee to the payment of the Obligations in such priority and proportions as Mortgagee in its discretion may deem proper.

(b) This Mortgage shall also constitute a "fixture filing" for the purposes of the UCC. As such, this Mortgage covers all items of the Collateral that are or will become fixtures. Information concerning the security interest herein granted may be obtained from the parties at the addresses of the parties set forth in the first paragraph of this Mortgage.

13. **Severing of Mortgage**. This Mortgage may, at the sole election of Mortgagee at any time until the Debt and Obligations have been respectively paid and satisfied in full, be severed into two or more security instruments.

14. **Actions and Proceedings; Subrogation**. Mortgagee has the right to appear in and defend any action or proceeding brought with respect to the Mortgaged Property and to bring any action or proceeding, in the name and on behalf of Mortgagor, which Mortgagee, in its sole discretion, decides should be brought to protect its or their interest in the Mortgaged Property. If any or all of the proceeds of the Loan have been used to extinguish, extend, or renew any indebtedness existing against the Mortgaged Property, then, to the extent of the funds so used and to the extent permitted by applicable law, Mortgagee shall be subrogated to all of the rights, claims, liens, titles, and interests existing against the Mortgaged Property heretofore held by, or in favor of, the holder of such indebtedness, and such former rights, claims, liens, titles, and interests, if any, are not waived but rather are continued in full force and effect in favor of Mortgagee and are merged with the lien and security interest created herein as cumulative security for the payment of the Obligations, the performance and discharge of Mortgagor's obligations hereunder, under the Credit Agreement, and the other Loan Documents, and the performance and discharge of the Obligations.

15. **Marshalling and Other Matters**. Mortgagor hereby waives, to the extent permitted by law, the benefit of all appraisement, valuation, stay, extension, reinstatement and redemption laws now or hereafter in force and all rights of marshalling in the event of any sale hereunder of the Mortgaged Property or any part thereof or any interest therein. Further, Mortgagor hereby expressly waives any and all rights of redemption from sale under any order or decree of foreclosure of this Mortgage on behalf of Mortgagor, and on behalf of each and every

person acquiring any interest in or title to the Mortgaged Property subsequent to the date of this Mortgage and on behalf of all persons to the extent permitted by applicable law. The lien of this Mortgage shall be absolute and unconditional and shall not in any manner be affected or impaired by any acts or omissions whatsoever of Mortgagee and, without limiting the generality of the foregoing, the lien hereof shall not be impaired by (i) any acceptance by Mortgagee of any other security for any portion of the Debt, (ii) any failure, neglect or omission on the part of Mortgagee to realize upon or protect any portion of the Debt or any collateral security therefor, or (iii) any release (except as to the property released), sale, pledge, surrender, compromise, settlement, renewal, extension, indulgence, alteration, changing, modification, or disposition of any portion of the Debt or of any of the collateral security therefor; and Mortgagee may foreclose, or exercise any other remedy available to Mortgagee under other Loan Documents without first exercising or enforcing any of its remedies under this Mortgage, and any exercise of the rights and remedies of Mortgagee hereunder shall not in any manner impair the Debt or the liens of any other Loan Document or any of Mortgagee's rights and remedies thereunder.

16. **Change of Name; Identity or Structure**. Mortgagor shall not change Mortgagor's name, identity (including its trade name or names), or Mortgagor's corporate, partnership or other structure without notifying Mortgagee of such change in writing at least thirty (30) days prior to the effective date of such change, and in the case of a change in Mortgagor's structure, except as expressly permitted by the Credit Agreement. Mortgagor shall promptly notify Mortgagee in writing of any change in its organizational identification number. Mortgagor shall execute and deliver to Mortgagee, promptly after request therefor, any financing statement or financing statement change required by Mortgagee to establish or maintain the validity, perfection and priority of the security interests granted herein. At the request of Mortgagee from time to time, Mortgagor shall execute a certificate in form satisfactory to Mortgagee listing the trade names under which Mortgagor is operating or intends to operate the Mortgaged Property, and representing and warranting that Mortgagor does business with respect to the Mortgaged Property under no other trade name.

17. **Notices**. All notices, consents, approvals and requests required or permitted hereunder shall be in writing, and shall be sent, and shall be deemed effective, as provided in Section 11.1 of the Credit Agreement.

18. **No Oral Change**. This Mortgage and any provisions hereof may not be modified, amended, waived, extended, changed, discharged, or terminated orally or by any act or failure to act on the part of Mortgagor or Mortgagee, but only by an agreement in writing signed by the party(ies) against whom enforcement of any modification, amendment, waiver, extension, change, discharge, or termination is sought.

19. **Successors and Assigns**. This Mortgage shall be binding upon Mortgagor and Mortgagor's respective successors and permitted assigns and inure to the benefit of Mortgagee and Mortgagee's successors and assigns, as set forth in the Credit Agreement. Mortgagee shall have the right to assign or transfer its rights under this Mortgage in connection with its replacement, as permitted pursuant to the Credit Documents. Any assignee or transferee of Mortgagee shall be entitled to all the benefits afforded to Mortgagee under this Mortgage. Mortgagor shall not have the right to assign or transfer its rights or obligations under this Mortgage without the prior written

consent of Mortgagee except as otherwise provided expressly in the Credit Agreement, and any attempted assignment without such consent shall be null and void.

20. Inapplicable Provisions. If any one or more of the provisions of this Mortgage is held to be invalid, illegal, or unenforceable in any respect, this Mortgage shall be construed without such provision.

21. Headings. The paragraph headings in this Mortgage are for convenience of reference only and are not to be construed as defining or limiting, in any way, the scope or intent of the provisions hereof.

22. Duplicate Originals. This Mortgage may be executed in any number of duplicate originals and each such duplicate original shall be deemed to be an original.

23. Definitions. Unless the context clearly indicates a contrary intent or unless otherwise specifically provided herein, words used in this Mortgage may be used interchangeably in singular or plural form; and the word "***Mortgagor***" shall mean "each Mortgagor and any subsequent owner or owners of the Mortgaged Property or any part thereof or any interest therein," the word "***Mortgagee***" shall mean "Mortgagee and any subsequent holder under the Loan Documents," the words "***Mortgaged Property***" shall include any portion of the Mortgaged Property and any interest therein, the word "***including***" means "including but not limited to," and the words "***attorneys' fees***" shall include any and all reasonable attorneys' fees, paralegal and law clerk fees, including fees at the pre-trial, trial, and appellate levels incurred or paid by Mortgagee in protecting its interest in the Mortgaged Property and Collateral and enforcing its rights hereunder.

24. Homestead. Mortgagor hereby waives and renounces all homestead and exemption rights provided by the Constitution and the laws of the United States and of any state, in and to the Mortgaged Property as against the collection of the Debt, or any part thereof.

25. Waiver of Jury Trial. TO THE EXTENT PERMITTED BY APPLICABLE LAW, MORTGAGOR AND BY ITS ACCEPTANCE HEREOF, MORTGAGEE EACH HEREBY AGREES NOT TO ELECT A TRIAL BY JURY OF ANY ISSUE TRIABLE OF RIGHT BY JURY, AND WAIVES ANY RIGHT TO TRIAL BY JURY FULLY TO THE EXTENT THAT ANY SUCH RIGHT SHALL NOW OR HEREAFTER EXIST WITH REGARD TO THIS MORTGAGE OR ANY OTHER LOAN 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. MORTGAGEE IS HEREBY AUTHORIZED TO FILE A COPY OF THIS PARAGRAPH IN ANY PROCEEDING AS CONCLUSIVE EVIDENCE OF THIS WAIVER BY MORTGAGOR AND MORTGAGEE.

26. Consents. Any consent or approval by Mortgagee in any single instance shall not constitute or be deemed or construed to be Mortgagee's consent or approval in any like matter arising at a subsequent date, and the failure of Mortgagee to promptly exercise any right, power,

remedy, consent, or approval provided herein or at law or in equity shall not constitute or be deemed or construed as a waiver of the same nor shall Mortgagee be estopped from exercising such right, power, remedy, consent, or approval at a later date. Any consent or approval requested of and granted by Mortgagee pursuant hereto shall be narrowly construed to be applicable only to Mortgagor and the matter identified in such consent or approval, and no third party shall claim any benefit by reason thereof, and any such consent or approval shall not constitute or be deemed or construed to constitute Mortgagee a venturer or partner with Mortgagor nor shall privity of contract be presumed to have been established with any such third party. If Mortgagee deems it to be in Mortgagee's best interest to retain assistance of persons, firms or corporations (including attorneys, title insurance companies, appraisers, engineers and surveyors) with respect to a request for consent or approval, Mortgagor shall reimburse Mortgagee for all costs reasonably incurred in connection with the employment of such persons, firms or corporations.

27. Loan Repayment. Provided no Event of Default has occurred and is continuing, this Mortgage will be satisfied and discharged of record by Mortgagee prior to the Maturity Date only in accordance with the express terms and provisions set forth in the Credit Agreement.

28. Other Mortgages; No Election of Remedies.

(a) The Debt is now or may hereafter be secured by one or more other mortgages, deeds of trust, and other security agreements (collectively, as the same may be amended and in effect from time to time, the "***Other Mortgages***"), which cover or will hereafter cover other properties that are or may be located in various states (the "***Other Collateral***"). The Other Mortgages will secure the Debt and the performance of the other covenants and agreements of Mortgagor set forth in the Loan Documents. Upon the occurrence and during the continuance of an Event of Default, Mortgagee may proceed under this Mortgage and/or any or all the Other Mortgages against either the Mortgaged Property and/or any or all the Other Collateral in one or more parcels and in such manner and order as Mortgagee may elect. Mortgagor hereby irrevocably waives and releases, to the extent permitted by law, and whether now or hereafter in force, any right to have the Mortgaged Property and/or the Other Collateral marshaled upon any foreclosure of this Mortgage or any Other Mortgage.

(b) Without limiting the generality of the foregoing, and without limitation as to any other right or remedy provided to Mortgagee in this Mortgage or the other Loan Documents, in the case of an Event of Default (i) Mortgagee shall have the right to pursue all of its rights and remedies under this Mortgage and the Loan Documents, at law and/or in equity, in one proceeding, or separately and independently in separate proceedings from time to time, as Mortgagee, in its sole and absolute discretion, may determine from time to time, (ii) Mortgagee shall not be required to either marshal assets, sell the Mortgaged Property and/or any Other Collateral in any particular order of alienation (and may sell the same simultaneously and together or separately), or be subject to any "one action" or "election of remedies" law or rule with respect to the Mortgaged Property and/or any Other Collateral, (iii) the exercise by Mortgagee of any remedies against any one item of Mortgaged Property and/or any Other Collateral will not impede Mortgagee from subsequently or simultaneously exercising remedies against any other item of Mortgaged Property and/or Other Collateral, (iv) all liens and other rights, remedies or privileges provided to Mortgagee herein shall remain in full force and effect until Mortgagee has exhausted all of its remedies against the Mortgaged Property and all Mortgaged Property has been

foreclosed, sold and/or otherwise realized upon in satisfaction of the Debt, and (v) Mortgagee may resort for the payment of the Debt to any security held by Mortgagee in such order and manner as Mortgagee, in its discretion, may elect and Mortgagee may take action to recover the Debt, or any portion thereof, or to enforce any covenant hereof without prejudice to the right of Mortgagee thereafter to foreclose this Mortgage.

(c) Without notice to or consent of Mortgagor and without impairment of the lien and rights created by this Mortgage, Mortgagee may, at any time (in its sole and absolute discretion, but Mortgagee shall have no obligation to), execute and deliver to Mortgagor a written instrument releasing all or a portion of the lien of this Mortgage as security for any or all of the obligations of Mortgagor now existing or hereafter arising under or in respect of the Credit Agreement and each of the other Loan Documents, whereupon following the execution and delivery by Mortgagee to Mortgagor of any such written instrument of release, this Mortgage shall no longer secure such obligations of Mortgagor so released.

29. Governing Law; Consent to Jurisdiction.

(a) WITH RESPECT TO MATTERS RELATING TO THE CREATION, PERFECTION AND PROCEDURES RELATING TO THE ENFORCEMENT OF THIS MORTGAGE, THIS MORTGAGE SHALL BE GOVERNED BY, AND BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE IN WHICH THE MORTGAGED PROPERTY IS LOCATED, IT BEING UNDERSTOOD THAT, EXCEPT AS EXPRESSLY SET FORTH ABOVE IN THIS PARAGRAPH AND TO THE FULLEST EXTENT PERMITTED BY THE LAW OF SUCH STATE, THE LAW OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES SHALL GOVERN ALL MATTERS RELATING TO THIS MORTGAGE AND THE OTHER LOAN DOCUMENTS AND ALL OF THE INDEBTEDNESS OR OBLIGATIONS ARISING HEREUNDER OR THEREUNDER. ALL PROVISIONS OF THE CREDIT AGREEMENT INCORPORATED HEREIN BY REFERENCE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES, AS SET FORTH IN THE GOVERNING LAW PROVISION OF THE CREDIT AGREEMENT.

(b) MORTGAGOR CONSENTS TO THE JURISDICTION OF ANY OF THE FEDERAL OR STATE COURTS LOCATED IN THE BOROUGH OF MANHATTAN IN CONNECTION WITH ANY SUIT TO ENFORCE THE RIGHTS OF MORTGAGEE AND LENDER UNDER THIS MORTGAGE OR ANY OF THE OTHER LOAN DOCUMENTS AND CONSENTS TO SERVICE OF PROCESS IN ANY SUCH SUIT BEING MADE UPON MORTGAGOR BY MAIL AT MORTGAGOR'S ADDRESSES SET FORTH IN THE FIRST PARAGRAPH HEREOF. TO THE FULLEST EXTENT IT CAN DO SO IN ACCORDANCE WITH APPLICABLE LAW, MORTGAGOR IRREVOCABLY WAIVES ANY OBJECTION WHICH IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY SUCH ACTION BROUGHT IN THE COURTS REFERRED TO IN THIS PARAGRAPH 29(b) AND IRREVOCABLY WAIVES TO SUCH EXTENT AND AGREES NOT TO PLEAD OR CLAIM IN ANY SUCH ACTION THAT SUCH ACTION HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

30. Variable Interest Rate. The Loan secured by this Mortgage is a variable interest rate loan, as more particularly set forth in the Credit Agreement.

31. Suretyship. The obligations of Mortgagor hereunder are independent of the Obligations of the Borrower or any Guarantor, and a separate action or actions may be brought and prosecuted against any one or more Guarantors to enforce such obligations, irrespective of whether any action is brought against any Guarantor or other Loan Party or whether any Guarantor or other Loan Party is joined in any such action or actions. The liability of Mortgagor shall be irrevocable, absolute, and unconditional irrespective of, and to the fullest extent possible in accordance with applicable law Mortgagor irrevocably waives any defenses it may now or hereafter have in any way relating to, any or all of the following:

(a) any lack of validity or enforceability of any Loan Document or any agreement or instrument relating thereto;

(b) any change in the time, manner or place of payment of, or in any other term of, all or any of the Obligations, or any other amendment or waiver of or any consent to departure from any Loan Document, including any increase in the Obligations resulting from the extension of additional credit to any Loan Party or otherwise;

(c) any taking, exchange, release or non-perfection of any Collateral, or any taking, release or amendment or waiver of or consent to departure from any other guaranty, for all or any of the Obligations;

(d) the existence of any claim, set-off, defense or other right that any Guarantor may have at any time against any Person, including Mortgagee or any Lender;

(e) any change, restructuring or termination of the corporate, limited liability company or partnership structure or existence of any Loan Party; or

(f) any other circumstance (including any statute of limitations) or any existence of or reliance on any representation by Mortgagee or any Lender that might otherwise constitute a defense available to, or a discharge of, any Loan Party or any other guarantor or surety (other than a defense of payment in full of the Obligations).

This Mortgage shall continue to be effective or be reinstated, as the case may be, if at any time any payment of any of the Obligations is rescinded or must otherwise be returned by the Mortgagee or any Lender or any other Person upon the insolvency, bankruptcy or reorganization of the Borrower, Mortgagor or otherwise, all as though such payment had not been made.

32. Relationship of Mortgagor to Mortgagee. The relationship between Mortgagor and Mortgagee is solely that of debtor and creditor, and Mortgage has no fiduciary or other special relationship with Mortgagor, and no term or condition of the Credit Agreement or any of the other Loan Documents shall be construed so as to deem the relationship between Mortgagor and Mortgage to be other than that of debtor and creditor.

33. Limitation on Mortgagee's Responsibility. No provision of this Mortgage shall operate to place any obligation or liability for the control, care, management, or repair of the

Mortgaged Property upon Mortgagee, nor shall any provision operate to make Mortgagee responsible or liable for any waste committed on the Mortgaged Property by any tenants or any other Person, or for any dangerous or defective condition of the Mortgaged Property, or for any negligence in the management, upkeep, repair, or control of the Mortgaged Property resulting in loss or injury or death to any tenant, licensee, employee, or stranger. Nothing herein contained shall be construed as constituting Mortgagee a "mortgagee in possession."

34. **No Merger**. So long as the Obligations owed to Mortgagee secured hereby remain unpaid and undischarged and unless Mortgagee otherwise consents in writing, the fee, leasehold, subleasehold, and sub-subleasehold estates in and to the Mortgaged Property will not merge but will always remain separate and distinct, notwithstanding the union of such estates (without implying Mortgagor's consent to such union) either in Mortgagor, Mortgagee, any tenant or any third party by purchase or otherwise, in the event this Mortgage is originally placed on a leasehold estate and Mortgagor later obtains fee title to the Mortgaged Property, such fee title will be subject and subordinate to this Mortgage.

35. **Agent**. Mortgagor acknowledges that all of the rights, protections, immunities, and powers (including the right to indemnification) applicable to SILVER POINT FINANCE, LLC as Agent under the Credit Agreement shall be applicable to SILVER POINT FINANCE, LLC as Mortgagee under this Mortgage.

PART 2

STATE-SPECIFIC PROVISIONS

1. **Conflicts**. In the event of any conflict between the provisions of this Part 2 and any other provision of this Mortgage, then the provisions of this Part 2 shall control.

(a) Mortgagor hereby waives all rights and privileges under Iowa Code Section 654A.6(2).

(b) **Maturity Date**. The maturity date of the obligations secured by this Mortgage is (i) in the case of the Initial Term Loans, December 18, 2029, and (ii) in the case of any Incremental Term Loans, the maturity date set forth in the applicable Incremental Facility Amendment.

(c) **Shortened Redemption**. Mortgagor and Lender hereby agree that, in the event of foreclosure of this Mortgage, Lender may, at Lender's sole option, elect to reduce the period of redemption pursuant to Iowa Code Sections 628.26, 628.27, or 628.28, or any other Iowa Code Section, to such time as may be then applicable and provided by law.

This Paragraph 1(c) shall not be construed to limit or otherwise affect any redemption provisions contained in Chapter 628 or any other Chapter of the Iowa Code, whether now in effect or hereafter adopted. This Paragraph 1(c) shall not be construed to limit or otherwise affect any redemption provisions contained in Chapter 628 of the Code. This Paragraph 1(c) also shall not be construed to limit the Lender's right to elect foreclosure without redemption or to elect foreclosure by nonjudicial procedure as set forth in Chapters 654 and 655A of the Code.

(d) **Surrender Of Note**. In the event of foreclosure of this Mortgage, the Mortgagor hereby agrees that the Court may, and requests the Court to, enter a special order directing the Clerk of the Court to enter and record the judgment contained in the foreclosure decree on the Note secured by this Mortgage without requiring that the Note be first filed with the Clerk of Court for cancellation. The Mortgagor further agrees, because the Note secured by this Mortgage is also secured by other collateral and will be necessary for any realization upon such collateral, that notwithstanding Iowa Rule of Civil Procedure 1.961, as presently enacted or as hereinafter amended or replaced, the Clerk of Court may, in the event of foreclosure of this Mortgage, enter and record the judgment contained in the foreclosure decree on the Note secured by this Mortgage without requirement that the Note be first filed with the Clerk of Court for cancellation.

(e) **Business Purpose**. Mortgagor warrants that the Subject Property is not used for agricultural purposes as defined in Iowa Code Section 535.13 and that the Mortgaged Property is not agricultural land as defined in Iowa Code Section 9H.1. Further, Mortgagor warrants that the Premises is not a one-family or two-family dwelling and that the indebtedness secured by this Mortgage does not constitute a consumer credit transaction as defined in Iowa Code Section 537.1301(12).

(f) **Release of Dower and Homestead Rights**. Mortgagor relinquishes all right of dower and waives all right of homestead and distributive share in and to the Mortgaged Property. Mortgagor waives any right of exemption as to the Mortgaged Property.

(g) **Ordinary Course**. The execution and delivery of this Mortgage and the Loan Documents is in the ordinary course of business of Mortgagor.

(h) **Receipt of Copy**. Mortgagor acknowledges the receipt of a copy of this Mortgage at the time it was signed.

(i) If there is any conflict between Iowa foreclosure law and the remedies provisions of this Mortgage, the Iowa foreclosure law shall control.

[continued next page]

IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS MORTGAGE SHOULD BE READ CAREFULLY, BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. NO OTHER TERMS OR ORAL PROMISES NOT CONTAINED IN THIS WRITTEN CONTRACT MAY BE LEGALLY ENFORCED. YOU MAY CHANGE THE TERMS OF THIS MORTGAGE ONLY BY ANOTHER WRITTEN AGREEMENT.

IN WITNESS WHEREOF, Mortgagor has executed this instrument as of the day and year first above written.

MORTGAGOR:

STRYTEN MANCHESTER LLC,
a Delaware limited liability company,

By: _____
Name: Mike Judd
Title: President

ACKNOWLEDGMENT

STATE OF Georgia)
) SS.
COUNTY OF Forsyth)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DOES HEREBY CERTIFY that Mike Judd, the President of STRYTEN MANCHESTER LLC, a Delaware limited liability company, who, being duly sworn, acknowledged the execution of the above and foregoing for and on behalf of said entity.

Witness my hand and notarial seal this 10 day of March, 2025.

Shannon Leigh Ziswasser
NOTARY PUBLIC
Forsyth County, GEORGIA
My Commission Expires
08/01/2027

Shannon Leigh Ziswasser
Notary Public

Shannon Leigh Ziswasser
Printed Name

My Commission Expires:

08/01/2027

My County of Residence:

Forsyth

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law: _____

WHEN RECORDED, RETURN TO:

Milbank LLP
55 Hudson Yards, 39th Floor
New York, NY 10001-2163
Attention: John Britton

EXHIBIT A

Legal Description

LOT 4, OF SOUTHWEST INDUSTRIAL PARK, CITY OF MANCHESTER, DELAWARE COUNTY, IOWA, ACCORDING TO THE PLAT IN BOOK 6 PLATS PAGE 46, AS AMENDED BY PLAT RECORDED IN BOOK 6 PLATS PAGE 56, AS FURTHER AMENDED BY RETRACEMENT PLAT RECORDED NOVEMEBER 5, 2008 IN BOOK 2008 PAGE 3433.

PARCEL NUMBER: 631-31-20-011-00