

MARGARET L BAILEY  
DORCHESTER COUNTY  
REGISTER OF DEEDS

201 Johnston Street ~ Saint George, SC 29477 (843) 563-0181

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\*\*\* THIS PAGE IS PART OF THE INSTRUMENT - DO NOT REMOVE \*\*\*

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\*\*\* ELECTRONICALLY RECORDED DOCUMENT \*\*\*

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Instrument #: 2026001494  
Receipt Number: 221216 **Return To:**  
Recorded As: EREC-MORTGAGE  
Recorded On: January 22, 2026  
Recorded At: 11:22:54 AM **Received From:** SIMPLIFILE  
Recorded By: NW **Parties:**  
Book/Page: RB 16362: 153 - 173 Direct- CPREIF JEDBURG LLC  
Total Pages: 21 Indirect- AMERANT BANK NA

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\*\*\* EXAMINED AND CHARGED AS FOLLOWS \*\*\*

Recording Fee: \$25.00  
Tax Charge: \$0.00



Margaret Bailey

Margaret Bailey - Register of Deeds

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CPREIF JEDBURG LLC, as mortgagor  
(Mortgagor)

to

AMERANT BANK, N.A., as mortgagee  
(Mortgagee)

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**MORTGAGE AND SECURITY AGREEMENT**  
(Summerville, South Carolina)

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Dated: As of January 20, 2026  
Filing County: Dorchester  
Property Address: 237 Jedburg Road, Summerville, SC 29483

PREPARED BY AND UPON  
RECORDATION RETURN TO:  
Squire Patton Boggs (US) LLP  
777 S. Harbour Island Blvd., Suite 420  
Tampa, FL 33602  
Attention: Stacy H. Krumin, Esq.

**THIS MORTGAGE COVERS GOODS WHICH ARE OR ARE TO BECOME  
FIXTURES, IS EFFECTIVE AS A FINANCING STATEMENT FILED AS A FIXTURE  
FILING, AND IS TO BE FILED AND INDEXED AS A FIXTURE FILING PURSUANT  
TO SECTION 36-9-502 AND RELATED PROVISIONS OF THE SOUTH CAROLINA  
UNIFORM COMMERCIAL CODE**

## MORTGAGE AND SECURITY AGREEMENT

THIS MORTGAGE AND SECURITY AGREEMENT (this "Mortgage") is effective as of the 20th day of January, 2026, by CPREIF JEDBURG LLC, a Delaware limited liability company (hereinafter called the "Mortgagor"), whose address is c/o Clarion Partners, One Madison Avenue, New York, NY 10010, as party of the first part, in favor of and for the benefit of AMERANT BANK, N.A., (hereinafter called the "Mortgagee") whose address is 220 Alhambra Circle, Coral Gables, FL 33134, Attn: Commercial Real Estate Department (which term as used in every instance shall include the Mortgagee's successors and assigns), as party of the second part;

### RECITALS

A. Reference is made to the Loan Agreement dated as of even date herewith (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), between Mortgagor as the Borrower and Mortgagee as the lender. Capitalized terms used but not defined herein have the meanings given to them in the Loan Agreement.

B. Pursuant to the Loan Agreement, Mortgagee has agreed to make a loan available to Mortgagor in the aggregate principal amount of Fifteen Million Two Hundred Fifty Thousand and No/100 Dollars (\$15,250,000.00) (the "Loan"), which is evidenced by a Promissory Note of even date herewith by Mortgagor to Mortgagee (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Note").

C. The obligation of the Mortgagee to make the Loan is conditioned upon, among other things, the execution and delivery by Mortgagor of this Mortgage in the form hereof to secure all amounts due and owing by Mortgagor to Mortgagee under the Note and all Obligations.

### ARTICLE I.

THAT, in order to secure the payment of the amounts due and owing by Mortgagor to Mortgagee under the Note and all Obligations, and to secure the performance and observance by the Mortgagor of each and every term, covenant, agreement, and condition contained in the Note, this Mortgage and in all of the other Loan Documents, whether now or at any time hereafter existing, and in consideration of the acceptance by the Mortgagee of the Note and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged by the Mortgagor prior to the execution and delivery hereof to the Mortgagee, the Mortgagor does hereby mortgage, warrant, pledge, hypothecate, grant, bargain, sell, alien, remise, release, convey, assign, collaterally assign, grant a security interest in and confirm unto the Mortgagee all of Mortgagor's present and future estate, right, title, and interest in and to the following, which are collectively referred to as the "Mortgaged Property" and excluding, in all cases, any "Excluded Property" (as defined below):

(a) that certain real property situated in the County of Dorchester, State of South Carolina, which is described in Exhibit "A" attached hereto and made a part hereof. Hereinafter said real estate, buildings, improvements (including improvements to be made hereafter), fixtures hereinbelow described and located on said real estate are sometimes collectively referred to as the "Premises" and including (i) all present and future title, interests, estates and rights of Mortgagor in and to lands lying in streets, alleys and roads adjoining the Land; together with (ii) all easements, rights, rights of way, streets, ways, alleys, sewer lines, water lines and all estates, rights, titles, interests, privileges, hereditaments, access rights and appurtenances whatsoever in any way relating

to or appertaining to any of the Land, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by the Mortgagor, and the reversion or reversions, remainder and remainders, rents, issues, profits thereof, and all the estate, right, title, interest, property, possession, claim and demand whatsoever at law, as well as in equity, of Mortgagor in and to the same; together with (iii) all buildings, structures, improvements, privileges and appurtenances belonging thereto now existing or hereafter constructed on the Land (the "Improvements");

(b) all of the Mortgagor's (i) electrical fixtures, heaters, space heaters, engines and machinery, ranges, elevators and motors, bathtubs, sinks, water closets, basins, pipes, faucets and other air conditioning, plumbing and heating fixtures, refrigerating plants, dishwashers and appurtenances, and all building materials and equipment now or hereafter delivered to the Premises and installed or intended to be installed therein; (ii) such other goods (as defined in the UCC), furnishings and equipment now or hereafter delivered to the Premises and installed or intended to be installed therein; and (iii) all of the estate, right, title and interest of the Mortgagor in and to all property of any nature whatsoever, now or hereafter situated on the Premises or intended to be used in connection with the operation thereof or arising from or otherwise related to the Premises, including, without limitation, all goods, accounts, inventory, general intangibles, instruments, documents, contract rights and chattel paper, including all such items as defined in the UCC, now owned or hereafter acquired by the Mortgagor and now or hereafter affixed to, placed upon, used in connection with the Premises (all of the items of property described in clauses (i), (ii) and (iii) above are hereinafter collectively referred to as the "Personalty"), all of which Personalty, to the greatest extent permitted under applicable law, shall be deemed to be "fixtures" (as defined in the UCC) relating to the Land (the "Fixtures") and an accession to the freehold and a part of the realty as between the parties hereto and all persons claiming by, through or under them and shall be deemed to be a portion of the security for the indebtedness herein mentioned and secured by this Mortgage;

(c) to the extent assignable, all and singular the rights, interests and appurtenances whatsoever of Mortgagor, in any way belonging, relating or appertaining to any of the Premises hereinabove mentioned or which hereafter shall in any way belong, relate or be appurtenant thereto or which now or hereafter relate to, are derived from or used in connection with the Premises or the use, operation, maintenance, occupancy or enjoyment thereof or the conduct of any business or activities thereon, whether now owned or hereafter acquired by the Mortgagor including but not limited to the following (collectively, the "Property Agreements"): (i) all of the Mortgagor's sewer capacity rights, all other capacity rights, and the Mortgagor's rights under contracts, all building permits, D.O.T. driveway permits, and other permits, agreements, approvals, utility commitments, licenses and all other documents, instruments, chattel paper, claims, deposits and general intangibles, as the foregoing terms are defined in the UCC, and all contract rights, franchises, books, records, plans, specifications, franchise agreements, licenses, approvals, actions, telephone numbers, payments, fees, impact fees, prepaid tap fees, commitment fees, and sums paid affecting the Premises; (ii) all existing and future leases, licenses, concessions, occupancy agreements or other agreements (written or oral, now or at any time in effect), which grant to any Person a possessory interest in, or the right to use or occupy, all or any part of the Mortgaged Property, whether made before or after the filing by or against Mortgagor of any petition for relief under the Bankruptcy Code, together with any extension, renewal or replacement of the same and together with all related security and other deposits (the "Leases"); and (iii) all of the rents, additional rents, revenues, royalties, income, proceeds, profits, early termination fees or payments, security and other types of deposits, and other benefits paid or payable by parties to the Leases for using, leasing, licensing, possessing, operating from, residing in, selling or otherwise enjoying the Mortgaged Property or any part thereof (including, without limitation, all revenues all receivables,

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 property or rendering of services by Mortgagor or any operator or manager of the Property or acquired from others, whether paid or accruing before or after the filing by or against Mortgagor of any petition for relief under Title 11 U.S.C.A. § 101 et seq. (the "Bankruptcy Code") (the "Rents");

(d) all damages, payments and revenue of every kind that Mortgagor may be entitled to receive, from any person owning or acquiring a right to the oil, gas, or mineral rights and reservations of the Premises;

(e) intentionally omitted;

(f) all reserves, escrows or impounds required under the Loan Agreement or any of the other Loan Documents and all deposit accounts maintained by Mortgagor with respect to the Mortgaged Property;

(g) all insurance policies, unearned premiums therefor and proceeds from such policies covering any of the above property now or hereafter acquired by Mortgagor, and all awards, damages, remunerations, reimbursements, settlements or compensation heretofore made or hereafter to be made by any governmental authority to Mortgagor pertaining to any condemnation or other taking (or any purchase in lieu thereof) of all or any portion of the Premises, the Fixtures or the Personality (collectively, the "Insurance and Condemnation Awards");

(h) all property tax refunds payable to Mortgagor with respect to the Mortgaged Property ("Tax Refunds"); and

(i) all improvements, betterments, renewals, substitutes and replacements of, and all additions and appurtenances to, the Mortgaged Property, hereafter acquired by, or released to, Mortgagor or constructed, assembled or placed by Mortgagor on the Land, and all conversions of the security constituted thereby; and

(j) all accessions, replacements and substitutions for any of the foregoing and all products and proceeds of the foregoing ("Proceeds").

Notwithstanding anything to the contrary contained herein and except with respect to Mortgagor's present and future estate, right, title, and interest in and to the following (if any), the Mortgaged Property expressly excludes, and is hereby excluded from the lien and security interest granted hereby, the following (collectively, the "Excluded Property"):

- i. all personal property, trade fixtures and other fixtures of every kind and description that are owned by Tenant or any subtenant, licensee, concessionaire or other occupant under or through the Tenant (each, a "Tenant Party"), whether now existing or hereafter acquired, and whether or not attached to or affixed to the Land or Improvements, including, without limitation, all machinery, process and manufacturing equipment, racking, shelving, material handling systems, conveyors, mezzanines, tanks, molds, dies, tools, computers, telecommunications and data equipment, office furnishings and equipment, modular or demountable partitions, and any similar items that a Tenant Party has installed or uses in connection with the operation of its business at the Property (collectively, "Tenant Trade Fixtures");
- ii. all goods, equipment, inventory, instruments, documents, chattel paper, investment property, letter-of-credit rights, deposit accounts, commercial tort claims, money,

supporting obligations and all general intangibles (including payment intangibles), and all accounts, together with all additions, substitutions and replacements thereof and thereto, in each case to the extent constituting the property of any Tenant Party and not constituting property of Mortgagor;

- iii. all intellectual property and other intangible rights of any Tenant Party, including, without limitation, patents, patent applications, trademarks, service marks, trade names, logos, domain names, copyrights, mask works, trade secrets, proprietary processes, software, source and object code, customer and supplier lists, and all goodwill associated therewith, and all licenses, sublicenses and rights to use any of the foregoing held by any Tenant Party;
- iv. all licenses, permits, approvals, registrations, variances, certificates of occupancy and other governmental authorizations, and all non-governmental permits, licenses, concessions or approvals, in each case to the extent they are issued to, held by, or are the property of any Tenant Party, including any that are not transferable under applicable law or by their terms;
- v. all insurance policies maintained by any Tenant Party and all rights to insurance proceeds, unearned premiums and claims payable thereunder in favor of any Tenant Party, except that this clause (v) shall not exclude Mortgagor's interest, if any, in insurance maintained by Mortgagor or in proceeds payable to Mortgagor or Lender as loss payee or mortgagee or Mortgagor's interest or right to proceeds of any Tenant Party insurance maintained under the Lease;
- vi. all awards, payments, settlements and proceeds of any condemnation, eminent domain, inverse condemnation or similar taking to the extent payable to any Tenant Party for its separate property, trade fixtures, equipment, business losses, relocation costs or leasehold interests;
- vii. all refunds, rebates and abatements of taxes, fees or charges, and any similar rights, to the extent they are the property of any Tenant Party or are payable to any Tenant Party;
- viii. all security deposits, letters of credit, guaranties and other credit support posted or delivered by any Tenant Party to Mortgagor or for Mortgagor's benefit under the Lease, to the extent such deposits or credit support constitute the property of the Tenant Party prior to lawful application by Mortgagor pursuant to the Lease; provided, further, that this clause (viii) shall not exclude Mortgagor's rights, as landlord, in and to such deposits or credit support, including the right to draw, apply or retain the same in accordance with the Lease and applicable law;
- ix. any other property or interests of any kind that do not constitute property of Mortgagor or in which Mortgagor has no legal or equitable interest, including any property as to which a grant of a security interest by Mortgagor is prohibited by applicable law or would (i) constitute a breach by Mortgagor of its obligations under the Lease, or (ii) be void, voidable or unenforceable by reason of a restriction on assignment, in each case solely to the extent of such prohibition or restriction.

The exclusions set forth above are intended to be self-operative and to avoid any grant, attachment or perfection of a lien on property owned by any Tenant Party. Nothing herein shall be construed to limit Lender's lien on Mortgagor's interests in the Lease, in Rents or in any other property of Mortgagor, or to waive or limit any fixture filing filed by Lender as to fixtures owned by Mortgagor. For the avoidance of

doubt, the term "Tenant" as used herein refers to the tenant under the Lease identified in the Loan Documents, and the term "Rents" includes all rent and other sums payable to Mortgagor under the Lease, whether characterized as base rent, additional rent, expense reimbursements, taxes, insurance, operating expense payments, percentage rent or otherwise.

TO HAVE AND TO HOLD the Mortgaged Property to the use, benefit and behalf of the Mortgagee, its successors and assigns in fee simple forever, and the Mortgagor covenants that the Mortgagor is lawfully seized and possessed of the Premises in fee simple and has good right to convey the same, that the same are unencumbered excepting non delinquent real estate taxes and assessments and the Permitted Exceptions, and that the Mortgagor will warrant and defend the title thereto against the claims of all persons whomsoever, except as may otherwise be expressly provided in the Loan Agreement and other Loan Documents, and as herein expressly provided.

PROVIDED ALWAYS that, if the Mortgagor shall pay unto the Mortgagee all sums required under the terms of the Note and all Obligations, and shall comply with and abide by each and every one of the stipulations, agreements, conditions and covenants of the Loan Documents, then in such event this Mortgage and the estate hereby created shall cease and be null and void.

## ARTICLE II.

The Mortgagor covenants with the Mortgagee as follows:

**2.1 Payment of Indebtedness and Performance of Obligations.** Mortgagor shall pay the Note according to the terms thereof and all other sums secured hereby promptly as the same shall become due and shall perform all Obligations, subject to and in accordance with the terms and provisions of the Loan Documents.

**2.2 Taxes, Liens and Other Charges.**

(a) In the event of the passage of any state, federal, municipal or other governmental law, order, rule or regulation, subsequent to the date hereof, in any manner changing or modifying the laws now in force governing the taxation of debts secured by mortgages or the manner of collecting taxes resulting in a tax imposed on Mortgagee in connection with the Loan, or Mortgagee's interest in the Mortgaged Property, the Mortgagor will promptly pay any such tax. If any such state, federal, municipal or other governmental law, order, rule or regulation prohibits the Mortgagor from making such payment or would penalize the Mortgagee if the Mortgagor makes such payment, then Mortgagee shall have the option by written notice of not less than one hundred twenty (120) days to declare the Loan and all interest accrued thereon immediately due and payable, without payment of any premium or penalty; provided that Mortgagor shall be afforded the opportunity to resolve the issue to Mortgagee's reasonable satisfaction within such one hundred twenty (120) day period, in which event the acceleration of the Loan shall be rescinded by Mortgagee.

(b) Subject to the terms of the Loan Agreement, the Mortgagor will pay, before the same become delinquent, all taxes, liens, assessments and charges of every character already levied or assessed or that may hereafter be levied or assessed upon or against the Premises and all utility charges, whether public or private (subject to Mortgagor's right to contest same in accordance with this Mortgage and the Loan Agreement); and upon demand will furnish the Mortgagee received bills evidencing such payment.

(c) Subject to the terms of the Loan Agreement, the Mortgagor will not suffer any mechanic's, materialmen's, laborer's, statutory or other lien (other than such inchoate liens securing payments not delinquent) which might or could be prior to or equal to the security interest and mortgage liens of this Mortgage to be created or to remain outstanding upon any part of the Premises for more than thirty (30) days (subject to Mortgagor's right bond off or to contest same in accordance with this Mortgage and the Loan Agreement).

**2.3 Insurance.** The Mortgagor will keep all buildings and improvements whether now standing on the Premises or hereafter erected and all fixtures and personal property located in and on the Premises, continuously insured in such amounts as set forth in the Loan Agreement.

**2.4 Care of Premises.** The Mortgagor shall maintain the Premises in compliance with the terms and conditions of the Loan Agreement, including but not limited to Section 9.7.5 of the Loan Agreement.

**2.5 Further Assurances; Modifications.** At any time, and from time to time, upon reasonable written request by the Mortgagee, the Mortgagor will make, execute and deliver or cause to be made, executed and delivered, to the Mortgagee, any and all other further instruments, certificates and other documents as may, in the reasonable opinion of the Mortgagee, be necessary or desirable in order to complete, or perfect or to continue and preserve (i) the obligations of the Mortgagor under the Note, (ii) the security interest of this Mortgage, and (iii) the mortgage lien hereunder; provided, however, that no such instrument, certificate, or document shall (A) increase any obligation or liability of the Mortgagor, (B) impose any new or additional covenant, duty, or burden on the Mortgagor, (C) reduce, impair, waive, or otherwise adversely affect any right, defense, remedy, or benefit of the Mortgagor under the Note, this Mortgage, or applicable law, or (D) alter the economic terms of the Loan, including interest rate, fees, or payment obligations. Any such request shall specify the purpose and the manner in which the requested document is necessary to confirm or evidence the matters described in clauses (i)–(iii) and shall be limited to documents customary and reasonably available to the Mortgagor.

**2.6 Expenses.** In addition to the expenses described in subparagraph 3.5(b) hereof, the Mortgagor will pay or reimburse the Mortgagee for all expenses in accordance with Article 6 of the Loan Agreement.

**2.7 Estoppel Affidavits.** The Mortgagor, upon ten (10) days' prior written notice, shall furnish the Mortgagee a written statement, duly acknowledged, setting forth to Mortgagor's knowledge the unpaid principal of, and interest on, the indebtedness secured hereby and whether or not Mortgagor has any actual knowledge of any off-sets or defenses existing against such principal and interest.

**2.8 Subrogation.** The Mortgagee shall be subrogated to the claims and liens of all parties whose claims or liens are discharged or paid with the proceeds of the indebtedness secured hereby.

**2.9 Performance by Mortgagee of Defaults by Mortgagor.** If the Mortgagor shall default in the payment of any tax, lien, assessment or charge levied or assessed against the Premises; in the payment of any utility charge, whether public or private; in the payment of any insurance premium; in the procurement of insurance coverage and the delivery of the insurance policies required by the Loan Agreement; in the performance of any material covenant, term or condition of any leases affecting all or any part of the Premises; or in the performance or observance of any covenant, condition or term of this Mortgage and, in each of the foregoing cases, such default remains uncured beyond any applicable cure or grace period, then the Mortgagee, at its option, may perform or observe the same, and all payments made or costs incurred by the Mortgagee in connection therewith, shall be secured hereby and shall be, upon demand, immediately repaid by the Mortgagor to the Mortgagee with interest thereon at the Default Rate

set forth in the Note. Such interest shall accrue through the date paid notwithstanding any intervening judgment of foreclosure or sale. All such interest shall be part of the Obligations and shall be secured by this Mortgage. No such payment or performance shall be construed to be a cure of any default or Event of Default or constitute a waiver of any default or Event of Default. The Mortgagee shall be the sole but good faith judge of the legality, validity and priority of any such tax, lien, assessment, charge, claim, premium and obligation, of the necessity for any such actions and of the amount necessary to be paid in satisfaction thereof. Subject to the rights of tenants under leases (including, without limitation, Tenant and subject in all respects to Tenant's Lease), the Mortgagee is hereby empowered to enter and to authorize others to enter upon the Premises or any part thereof for the purpose of performing or observing any such defaulted covenant, condition or term, without thereby becoming liable to the Mortgagor or any other person in possession holding under the Mortgagor, except for damages or liabilities arising from the negligence or willful misconduct of Mortgagee, its contractors, employees, or agent. Notwithstanding anything to the contrary contained in this Mortgage, or the other Loan Documents, Mortgagor shall have the right to contest the validity, applicability, or amount of any such tax, lien, assessment, charge, claim, or premium, provided that (i) such contest is pursued by Mortgagor in good faith, (ii) Mortgagor is diligently prosecuting such contest, and (iii) such contest does not in the reasonable opinion of Mortgagee adversely impact the value of the Mortgaged Property.

**2.10 Condemnation.** If all or any part of the Premises shall be damaged or taken through condemnation (which term when used in this Mortgage shall include any damage or taking by any governmental authority and any transfer by private sale in lieu thereof), then any proceeds received shall be paid or applied as provided by the Loan Agreement.

### ARTICLE III.

**3.1 Due on Sale or Further Encumbrance Clause.** In determining whether or not to make the Loan secured hereby, Mortgagee examined the credit-worthiness of Mortgagor, found it acceptable and relied and continues to rely upon same as the means of repayment of the Note. Mortgagee also evaluated the background and experience of Mortgagor in owning and operating property such as the Premises, found it acceptable and relied and continues to rely upon same as the means of maintaining the value of the Premises which is Mortgagee's security for the Note. Mortgagor, or its partners or affiliates, is a business person or entity well-experienced in borrowing money and owning and operating property such as the Premises, was ably represented by a licensed attorney at law in the negotiation and documentation of the Note secured hereby and bargained at arm's length and without duress of any kind for all of the terms and conditions of the Loan, including this provision. Mortgagor recognizes that Mortgagee is entitled to keep its loan portfolio at current interest rates by either making new loans at such rates. Mortgagor further recognizes that any secondary or junior financing placed upon the Mortgaged Property (a) may divert funds which would otherwise be used to pay the Note secured hereby; (b) could result in acceleration and foreclosure by any such junior encumbrancer which would force Mortgagee to take measures and incur expenses to protect its security; (c) would detract from the value of the Mortgaged Property should Mortgagee come into possession thereof with the intention of selling same; and (d) impair Mortgagee's right to accept a deed in lieu of foreclosure, as a foreclosure by Mortgagee would be necessary to clear the title to the Mortgaged Property.

In accordance with the foregoing and for the purposes of (i) protecting Mortgagee's security both of repayment by Mortgagor and of value of the Mortgaged Property; (ii) giving Mortgagee the full benefit of its bargain and contract with Mortgagor; and (iii) allowing Mortgagee to raise the interest rate and/or collect assumption fees, Mortgagor agrees that if this paragraph be deemed a restraint on alienation, that it is a reasonable one and that any Transfer of title to the Mortgaged Property or any interest therein in violation of the provisions of the Loan Agreement shall be an Event of Default hereunder.

Any consent by the Mortgagee, or any waiver of an Event of Default, under this Paragraph shall not constitute a consent to, or waiver of any right, remedy or power of the Mortgagee upon a subsequent Event of Default under this Paragraph.

**3.2 Default.** A default shall have occurred hereunder upon the occurrence of any of the following: (i) upon the occurrence and during the continuance of any Event of Default (as that term is defined in the Loan Agreement); (ii) upon occurrence of an Event of Default, as otherwise defined herein; (iii) upon Mortgagor's failure to observe or perform any covenant, condition or term set forth in this Mortgage or when permitted under any of the other Loan Documents after the expiration of any applicable notice and cure period; (iv) upon the insolvency, bankruptcy, dissolution, death or incompetency of Mortgagor or guarantor thereof (subject to Mortgagor's right to provide a replacement guarantor under the Loan Agreement and to have an involuntary bankruptcy dismissed); or (v) upon the dissolution, termination of existence, merger or change in control of or in Mortgagor, subject to Permitted Transfers.

**3.3 Acceleration of Maturity.** If an Event of Default shall have occurred hereunder beyond any applicable notice and cure periods, then the whole unpaid principal sum of the indebtedness secured hereby with interest accrued, but unpaid, thereon shall, at the option of the Mortgagee, become due and payable without notice or demand, time being of the essence of this Mortgage and of the Note secured hereby; and no omission on the part of the Mortgagee to exercise such option when entitled so to do shall be considered as a waiver of such right.

#### **3.4 Right of Mortgagee to Enter and Take Possession.**

(a) If any default shall have occurred hereunder beyond any applicable grace or cure period, the Mortgagor, upon demand of the Mortgagee, shall forthwith surrender to the Mortgagee the actual possession of the Mortgaged Property and if, and to the extent, permitted by law and subject in all cases to the rights of tenants under leases (including, without limitation, the rights of Tenant under the Lease), the Mortgagee may enter and take possession of the Mortgaged Property and may exclude the Mortgagor and the Mortgagor's agents and employees wholly therefrom. In the event Mortgagee exercises its right pursuant to this subparagraph (a), Mortgagee shall be deemed to be acting as agent of Mortgagor and not as owner of the Mortgaged Property.

(b) Whenever all such Events of Default have been cured and satisfied, the Mortgagee shall surrender possession of the Mortgaged Property to the Mortgagor, provided that the right of the Mortgagee to take possession, from time to time, pursuant to subparagraph 3.4(a) shall exist if any subsequent Event of Default shall occur beyond any applicable grace or cure period.

#### **3.5 Appointment of a Receiver and Foreclosure.**

(a) If an Event of Default shall have occurred hereunder beyond any applicable notice and cure periods, then the whole debt secured by this Mortgage, with all interest accrued, but unpaid, thereon, and all other amounts hereby secured shall, at the option of Mortgagee, become immediately due and payable, and may forthwith or at any time thereafter be collected by suit at law, foreclosure of or other proceeding upon this Mortgage or by any other proper, legal or equitable procedure.

(b) In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of the Mortgagee for attorneys' fees, appraisers' fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs of procuring all such abstracts of title, title searches and examinations, title insurance policies, and similar data

and assurances with respect to title as Mortgagee may deem to be 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 Premises. All expenditures and expenses of the nature in this paragraph mentioned shall become so much additional debt secured hereby and shall be immediately due and payable with interest thereon at the Default Rate set forth in the Note, when paid or incurred by Mortgagee in connection with (i) any proceeding, including foreclosure, probate and bankruptcy proceedings, to which it shall be a party, either as plaintiff, claimant, or defendant, by reason of this Mortgage, or any indebtedness hereby secured, (ii) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced, or (iii) preparations for the defense of any threatened suit or proceeding which might affect the Premises or the security hereof, whether or not actually commenced.

(c) Upon, or at any time after, the filing of a complaint to foreclose this Mortgage, the court in which such complaint is filed may appoint a receiver of the Mortgaged Property. Such appointment may be made either before or after sale, without regard to the solvency or insolvency of Mortgagor at the time of application for such receiver and without regard to the then value of the Mortgaged Property. Such receiver shall have power to collect the rents, issues and profits of the Mortgaged Property during the pendency of such foreclosure suit, and in case of a sale and a deficiency, during the full statutory period of redemption, if any, whether there be redemption or not, as well as during any further times when Mortgagor except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the Mortgaged Property during the whole of said period.

(d) Mortgagor shall deliver to Mortgagee at any time on its request, all agreements for deed, contracts, leases, abstracts, title insurance policies, muniments of title, surveys and other papers relating to the Mortgaged Property, and in case of foreclosure thereof and failure to redeem, the same shall be delivered to and become the property of the person obtaining a deed to the Mortgaged Property by reason of such foreclosure.

**3.6 Discontinuance of Proceedings and Restoration of the Parties.** In case Mortgagee shall have proceeded to enforce any right or remedy under this Mortgage by receiver, entry or otherwise, and such proceedings shall have been discontinued or abandoned for any reason or shall have been determined adverse to the Mortgagee, then and in every such case the Mortgagor and the Mortgagee shall be restored to their former positions and rights hereunder, and all rights, powers and remedies of the Mortgagee shall continue as if no such proceeding had been taken.

**3.7 Remedies Cumulative.** No right, power or remedy conferred upon or reserved by the Mortgagee by this Mortgage is intended to be exclusive of any other right, power or remedy, but each and every such right, power and remedy shall be cumulative and concurrent and shall be in addition to any other right, power and remedy given hereunder or now or hereafter existing at law or in equity or by statute. For the avoidance of doubt, Mortgagee may pursue such other remedies not specified herein as Mortgagee may have under applicable law.

**3.8 Stamp and Excise Tax.** It is contemplated that the Mortgagor will pay all applicable stamp or excise tax due with respect to this Mortgage, the Note, any Obligations, any loan or credit extended hereunder, or any security agreement, guaranty, the Loan Agreement or other document, the Mortgagor shall promptly pay such tax in full (including interest and penalties, if any) and shall hold the Mortgagee harmless with respect thereto. The Mortgagor's liability under this Paragraph will survive the repayment of indebtedness under the Note.

**3.9 Post-Judgment Costs and Expenses.** Wherever in this Mortgage or any of the other Loan Documents Mortgagee is entitled to be reimbursed for its fees, costs and/or expenses, including, without limitation, the fees, costs and/or expenses of its attorneys, such entitlement to reimbursement shall apply to all such fees, costs and/or expenses, whether incurred before or after judgment. This Mortgage shall secure, and the Obligations shall include, all such amounts

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

**3.11 Waiver of Redemption, Notice and Marshalling of Assets.** To the fullest extent permitted by law, Mortgagor hereby irrevocably and unconditionally waives and releases (a) all benefit that might accrue to Mortgagor by virtue of any present or future statute of limitations or law or judicial decision exempting the Mortgaged Property from attachment, levy or sale on execution or providing for any stay of execution, exemption from civil process, redemption or extension of time for payment, (b) all notices of any default or Event of Default or of Mortgagee's election to exercise or the actual exercise of any right, remedy or recourse provided for under the Loan Documents, and (c) any right to a marshalling of assets or a sale in inverse order of alienation. Mortgagor agrees, to the full extent that it may lawfully do so, that it will not at any time insist upon or plead or in any way take advantage of any stay, marshalling of assets, extension, redemption or moratorium law now or hereafter in force and effect so as to prevent or hinder the enforcement of the provisions of this Mortgage or the Obligations secured hereby, or any agreement between Mortgagor and Mortgagee or any rights or remedies of Mortgagee.

**3.12 Application of Proceeds.** Mortgagee shall have absolute discretion (subject to the terms of the other Loan Documents) as to the time of application of any proceeds of any sale of, and the Rents and other amounts generated by the holding, leasing, management, operation or other use of, the Mortgaged Property.

**3.13 Occupancy After Foreclosure.** Any sale of the Mortgaged Property or any part thereof will divest all right, title and interest of Mortgagor in and to the property sold. Subject to applicable law, any purchaser at a foreclosure sale will receive immediate possession of the property purchased, subject to the rights of Tenant under the Lease. If Mortgagor retains possession of such property or any part thereof subsequent to such sale, Mortgagor will be considered a tenant at sufferance of the purchaser, and will, if Mortgagor remains in possession after demand to remove, be subject to eviction and removal, forcible or otherwise, with or without process of law.

**3.14 No Mortgagee in Possession.** Neither the enforcement of any of the remedies under this Article III, the assignment of the Rents and Leases under Article IV, the security interests granted under this Mortgage, nor any other remedies afforded to Mortgagee under this Mortgage or any of the other Loan Documents, at law or in equity shall cause Mortgagee to be deemed or construed to be a mortgagee in possession of the Mortgaged Property.

## ARTICLE IV.

**4.1 Successors and Assigns Included in Parties.** Whenever in this Mortgage one of the parties hereto is named or referred to, the heirs, legal representatives, successors and assigns of such parties shall be included and all covenants and agreements contained in this indenture by or on behalf of the Mortgagor and by or on behalf of the Mortgagee shall bind and inure to the benefit of their respective heirs, legal representatives, successors and assigns, whether so expressed or not. Provided, however, that the Mortgagor shall have no right to assign its obligations hereunder without the prior written consent of the Mortgagee. All covenants and agreements contained in this indenture by or on behalf of the Mortgagor shall be joint and several.

**4.2 Headings.** The headings of the articles, sections, paragraphs and subdivisions of this Mortgage are for the convenience of reference only, are not to be considered a part hereof and shall not limit or otherwise affect any of the terms hereof.

**4.3 Invalid Provisions to Affect No Others.** If fulfillment of any provision hereof or any transaction related hereto or to the Note, at the time performance of such provisions shall be due, shall involve transcending the limit of validity prescribed by law, then ipso facto, the obligation to be fulfilled shall be reduced to the limit of such validity; and if any clause or provision herein contained operates or would prospectively operate to invalidate this Mortgage in whole or in part, then such clause or provision only shall be held for naught, as though not herein contained, and the remainder of this Mortgage shall remain operative and in full force and effect. Notwithstanding any provision contained herein, the total liability of Mortgagor for payment of interest, including service charges, penalties or any other fees shall not exceed the maximum amount of such interest permitted by applicable law to be charged, and if any payments by Mortgagor include interest in excess of such maximum amount, Mortgagee shall apply such excess to the reduction of the unpaid principal amount due and pursuant hereto.

**4.4 Number and Gender.** Whenever the singular or plural number, masculine or feminine or neuter gender is used herein, it shall equally include the other.

## ARTICLE V.

**5.1 Notice.** Any notice or other communication required or permitted to be given hereunder shall be sufficient if in writing and delivered in person or sent by United States Certified Mail, postage prepaid, or by nationally recognized overnight courier service to the parties being given such notice at the following addresses:

Mortgagor:

CPREIF JEDBURG LLC  
c/o Clarion Partners  
One Madison Avenue  
New York, NY 10010  
Attention: Brian Watkins  
Email: brian.watkins@clarionpartners.com

*with a copy to:*

Mayer Brown LLP  
300 South Tryon Street, Suite 1800  
Charlotte, NC 28202  
Attention: David Saye, Esq.  
Email: dsaye@mayerbrown.com

Mortgagee: Amerant Bank, N.A.  
 220 Alhambra Circle  
 Coral Gables, FL 33134  
 Attn: Commercial Real Estate Department  
 Telephone: 813- 705-6633

*with a copy to:* Stacy H. Krumin, Esq.  
 Squire Patton Boggs (US) LLP  
 777 S. Harbour Island Blvd., Suite 420  
 Tampa, Florida 33602  
 Telephone: 813-202-1357  
 Facsimile: 813-202-1313

Any party may change said address by giving the other parties hereto notice of such change of address. Notice given as hereinabove provided shall be deemed given on the date of its deposit in the United States Mail and, unless sooner received, shall be deemed received by the party to whom it is addressed on the third calendar day following the date on which said notice is deposited in the mail, or if a courier system is used, on the date of delivery of the notice.

## ARTICLE VI.

**6.1 Lien Priority.** The lien priority of this Mortgage shall not be affected by any changes in the Note including, but not limited to, an increase in the interest rate charged pursuant to the Note. Any parties acquiring an interest in the Premises subsequent to the date this Mortgage is recorded shall acquire such interest in the Premises with notice that Mortgagee may increase the interest rate charged pursuant to the Note or otherwise modify the Note and the Note, as modified, and the Mortgage shall remain superior to the interest of any Party in the Premises acquired subsequent to the date this Mortgage is recorded.

**6.2 Security Agreement.** This Mortgage is both a real property mortgage and a "security agreement" within the meaning of the Uniform Commercial Code as enacted in the State of South Carolina (the "UCC"). The 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. By executing and delivering this Mortgage, Mortgagor hereby grants to Mortgagee, as security for the Obligations, a security interest in the Fixtures, the Personality and other property constituting the Mortgaged Property, whether now owned or hereafter acquired, to the full extent that the Fixtures, the Personality and such other property may be subject to the UCC (said portion of the Property so subject to the UCC being called the "Collateral"). If an Event of Default shall occur and be continuing, 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, without limiting the generality of the foregoing, 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 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 on demand any and all expenses, including reasonable legal expenses and attorneys' fees, incurred or paid by Mortgagee 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 five (5) business days prior to such action, shall, except as otherwise provided by applicable law, constitute reasonable notice to Mortgagor. The proceeds of any disposition of the Collateral, or any part thereof, may, except as otherwise

required by applicable law, be applied by Mortgagee to the payment of the Obligations in such priority and proportions as Mortgagee in its discretion shall deem proper. Mortgagor's (debtor's) principal place of business is as set forth on page one hereof and the address of Mortgagee (secured party) is as set forth on page one hereof.

**6.3 Fixture Filing.** Certain of the Mortgaged Property is or will become "fixtures" (as that term is defined in the UCC) on the Premises, and this Mortgage, upon being filed for record in the real estate records of the city or county wherein such fixtures are situated, shall operate also as a financing statement filed as a fixture filing in accordance with the applicable provisions of said UCC upon such of the Mortgaged Property that is or may become fixtures. Mortgagor hereby authorizes Mortgagee at any time and from time to time to file any initial financing statements, amendments thereto and continuation statements as authorized by applicable law, as applicable to all or part of the fixtures or Personality. For purposes of such filings, Mortgagor agrees to furnish any information requested by Mortgagee promptly upon request by Mortgagee. Mortgagor also ratifies its authorization for Mortgagee to have filed any like initial financing statements, amendments thereto and continuation statements. Mortgagor hereby irrevocably constitutes and appoints Mortgagee and any officer or agent of Mortgagee, with full power of substitution, as its true and lawful attorneys-in-fact with full irrevocable power and authority in the place and stead of Mortgagor or in Mortgagor's own name to execute in Mortgagor's name any documents and otherwise to carry out the purposes of this Section 6.3, to the extent that Mortgagor's authorization above is not sufficient. To the extent permitted by law, Mortgagor hereby ratifies all acts said attorneys-in-fact have lawfully done in the past or shall lawfully do or cause to be done in the future by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable

**6.4 No Merger.** Unless expressly provided otherwise, in the event that ownership of this Mortgage and title to the Mortgaged Property or any estate therein shall be vested in the same person or entity, this Mortgage shall not merge in such title, but shall continue as a valid lien on the Mortgaged Property for the amount secured hereby.

**6.5 Choice of Law.** This Mortgage is to be construed in all respects and enforced according to the laws of the State of South Carolina.

**6.6 Binding Effect.** This Mortgage shall be binding upon and inure to the benefit of the Mortgagor and Mortgagee hereto, and their respective heirs, successors and assigns.

**6.7 Conforming Amendments.** Notwithstanding any provision of this Mortgage to the contrary, Mortgagee shall have the right to amend this Mortgage without further consent of the Mortgagor or any other person in order to conform this Mortgage to any modifications made to the terms of the indebtedness secured hereby, including, without limitation, any modification of the maturity date of any such indebtedness.

**6.8 Personal Property in Flood Hazard Area.** Notwithstanding any provision of this Mortgage to the contrary, if the Mortgaged Property is or becomes located in an area designated by the Administrator of the Federal Emergency Management Agency as a special flood hazard area, the Mortgaged Property subject to the lien of this Mortgage shall not include those items of personal property covered by Coverage B of the standard flood insurance policy issued in accordance with the National Flood Insurance Program unless Coverage B or equivalent coverage similarly issued by a private insurer to satisfy the National Flood Insurance Act (as amended) is obtained.

**6.9 WAIVER OF JURY TRIAL.** MORTGAGOR AND MORTGAGEE, AFTER CONSULTING WITH COUNSEL OF THEIR OWN CHOOSING, HEREBY EXPRESSLY COVENANT AND AGREE: (I) NOT TO ELECT A TRIAL BY JURY OF ANY ISSUE TRIABLE OF RIGHT BY A

JURY IN CONNECTION WITH ANY LITIGATION OR JUDICIAL PROCEEDING IN ANY WAY RELATING TO OR CONCERNING THIS MORTGAGE, THE LOAN, THE LOAN DOCUMENTS OR ANY ACTION TAKEN OR OMITTED TO BE TAKEN BY MORTGAGEE OR ITS AFFILIATES OR REPRESENTATIVES (COLLECTIVELY "LITIGATION"); AND (II) EXPRESSLY WAIVE THE RIGHT TO A JURY TRIAL IN CONNECTION WITH ANY LITIGATION TO THE FULL EXTENT PERMITTED BY LAW. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS SEPARATELY GIVEN AND IS KNOWINGLY AND VOLUNTARILY MADE BY THE MORTGAGOR AND MORTGAGEE, AND THIS WAIVER IS INTENDED TO AND DOES ENCOMPASS EACH INSTANCE AND EACH ISSUE AS TO WHICH THE RIGHT TO A JURY TRIAL WOULD OTHERWISE ACCRUE. THE MORTGAGEE IS HEREBY AUTHORIZED AND REQUESTED TO SUBMIT THIS AGREEMENT OR A COPY HEREOF CERTIFIED BY MORTGAGEE AS A TRUE AND CORRECT COPY, TO ANY COURT HAVING JURISDICTION OVER THE SUBJECT MATTER OF ANY LITIGATION AS CONCLUSIVE EVIDENCE OF MORTGAGOR'S WAIVER OF THE RIGHT TO A JURY TRIAL. MORTGAGOR FURTHER CERTIFIES TO MORTGAGEE AND ACKNOWLEDGES THAT NO REPRESENTATIVE OR AGENT OF THE MORTGAGEE (INCLUDING, BUT NOT LIMITED TO MORTGAGEE'S COUNSEL) HAS REPRESENTED, EXPRESSLY OR OTHERWISE TO THE MORTGAGOR OR TO ANY AGENT OR REPRESENTATIVE OF MORTGAGOR (INCLUDING, BUT NOT LIMITED TO MORTGAGOR'S COUNSEL), THAT THE MORTGAGEE WILL NOT SEEK TO ENFORCE THIS WAIVER OF RIGHT TO JURY TRIAL.

#### 6.10 State Specific Provisions.

- (a) **Inconsistencies.** In the event of any inconsistencies between the terms and conditions of this Section 6.10 and the other provisions of this Mortgage, the terms and conditions of this Section 6.10 shall control and be binding.
- (b) **Maturity Date.** The maturity date of the Loan is January 20, 2031.
- (c) **Instrument Under Seal.** This Mortgage is intended to be and shall be construed as an instrument under seal.
- (d) **Acceleration; Remedies.** Upon Mortgagor's breach of any covenant or agreement of Mortgagor in this Mortgage, including, but not limited to, the covenants to pay when due any sums secured by this Mortgage, Mortgagee at Mortgagee's option, may declare all of the sums secured by this Mortgage immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding and may invoke any other remedies permitted by applicable law or provided herein. Mortgagee shall be entitled to collect all costs and expenses incurred in pursuing such remedies, including, but not limited to, attorney's fees, costs of documentary evidence, abstracts and title reports, all of which shall be additional sums secured by this Mortgage.
- (e) **Release.** Upon payment of all sums secured by this Mortgage, this Mortgage shall become null and void, and Mortgagee shall release this Mortgage. Mortgagor shall pay Mortgagee's reasonable costs incurred in releasing this Mortgage.
- (f) **Waiver of Homestead.** Mortgagor hereby waives all rights of homestead exemption in the Mortgaged Property.
- (g) **Condemnation Awards.** To the fullest extent permitted under the laws of the State of South Carolina, Mortgagor hereby irrevocably waives the provisions of Code of Laws of South Carolina, 1976, as amended, § 28-2-110.

(h) **Future Advances.** Mortgagee, at its option, may make future advances to the Mortgagor, provided, however, that nothing contained herein shall constitute an obligation to do so. Such future advances, with interest at the Default Rate, shall be secured by this Mortgage when evidenced by an instrument indicating that such advances are secured by this Mortgage or when advanced under the terms of this Mortgage. Mortgagee may make such future advances (i) at the request of the Mortgagor, whether or not there is any obligation to make future advances, or (ii) to pay, with or without the consent or request of Mortgagor, any amounts which may be due under this Mortgage or under any other mortgage or lien affecting the Mortgaged Property subsequent to any required notice and cure period. The maximum principal amount of the Obligations secured hereby, including, without limitation, the Loan and future advances, shall not exceed \$30,500,000. The period in which future obligations may be incurred and secured by this Mortgage is the period between the date hereof and that date which is the earlier of (i) the stated maturity date of the Note, or (ii) fifteen (15) years from the date hereof.

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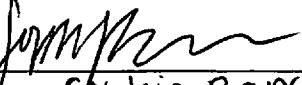
**Waiver of Appraisal Rights.** The laws of South Carolina provide that in any real estate foreclosure proceeding a defendant against whom a personal judgment is taken or asked may within thirty (30) days after the sale of the Mortgaged Property apply to the court for an order of appraisal. The statutory appraisal value as approved by the court would be substituted for the high bid and may decrease the amount of any deficiency owing in connection with the transaction. **MORTGAGOR HEREBY WAIVES AND RELINQUISHES THE STATUTORY APPRAISAL RIGHTS WHICH MEANS THE HIGH BID AT THE JUDICIAL FORECLOSURE SALE WILL BE APPLIED TO THE INDEBTEDNESS REGARDLESS OF ANY APPRAISED VALUE OF THE PREMISES.**

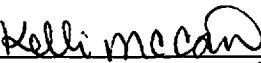
MORTGAGOR ACKNOWLEDGES AND AFFIRMS THAT IT RECEIVED WRITTEN NOTIFICATION BEFORE THE TRANSACTION THAT A WAIVER OF APPRAISAL RIGHTS WAS REQUIRED IN ACCORDANCE WITH THE PROVISIONS OF S.C. CODE ANN. SECTION 29-3-680.

IN WITNESS WHEREOF, the Mortgagor has executed and sealed this Mortgage, on the date set forth above.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

**WITNESSES:**

  
Name: Sophia Barreca  
Witness Number One

  
Name: Kelli McCain  
Witness Number Two

**MORTGAGOR:**

**CPREIF JEDBURG LLC,**  
a Delaware limited liability company

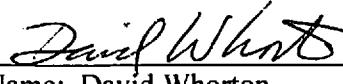
By: CPREIF Property HoldCo L.P., a Delaware limited partnership, its sole member

By: CPREIF Property HoldCo GP LLC, a Delaware limited liability company, its general partner

By: CPREIF Operating Partnership, L.P., a Delaware limited partnership, its sole member

By: CPREIF OP GP LLC, a Delaware limited liability company, its general partner

By: Clarion Partners Real Estate Income Fund Inc., a Maryland corporation, its sole member

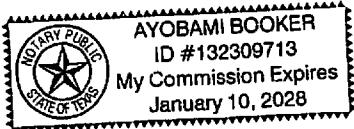
By:   
Name: David Whorton  
Title: Financing Authorized Signatory

**[Acknowledgement follows]**

STATE OF Texas )  
COUNTY OF Dallas )

The foregoing instrument was acknowledged before me this 17<sup>th</sup> day of December, 2025 by David Whorton as Financing Authorized Signatory of Clarion Partners Real Estate Income Fund Inc., a Maryland corporation, its sole member of CPREIF OP GP LLC, a Delaware limited liability company, its general partner of CPREIF Operating Partnership, LP, a Delaware limited partnership, its sole member of CPREIF Property HoldCo GP LLC, a Delaware limited liability company, its general partner of CPREIF Property HoldCo L.P., a Delaware limited partnership, its sole member of CPREIF Jedburg LLC, a Delaware limited liability company, on behalf of said limited liability company.

[NOTARY SEAL]



Ayobami Booker

Printed Name of Notary: Ayobami Booker

Notary Public for State of Texas

My commission expires: January 10, 2028

**EXHIBIT A**  
**Legal Description**

All that certain piece parcel or lot of land with the improvements thereon, situate, lying and being in the County of Dorchester, State of South Carolina, being more particularly shown and designated as New Parcel B-1B, on that property Line Adjustment and Subdivision Plat prepared for Trinity Capital by GPA, Inc. dated October 11, 2023 and recorded May 15, 2024 in the Office of the Register of Deeds for Dorchester County in Record Book O at Pages 745-753. Reference is made to said plat for a more complete and accurate description.

LESS AND EXCEPTING that property conveyed to the South Carolina Department of Transportation, dated September 26, 2025 and recorded November 4, 2025 in the Office of the Register of Deeds for Dorchester County, South Carolina in Book 16219 at Page 218, more particularly described as follows:

ALL THAT CERTAIN PIECE, PARCEL OR TRACT OF LAND, SITUATE, LYING AND BEING IN THE COUNTY OF DORCHESTER, STATE OF SOUTH CAROLINA AND BEING MORE FULLY SHOWN AND DESIGNATED ON A RIGHT-OF-WAY ACQUISITION PLAT ENTITLED "SHOWING THE NEW RIGHT-OF-WAY OF JEDBURG ROAD (S-18-58) ACQUIRING PORTIONS OF TMS NO. 122-00-00-181 OWNED BY PAUL BIPPUS PRECISION, LLC - "AREA 1" TMS NO, 122-00-00-187 OWNED BY CPREIF JEDBURG LLC - "AREA 2" TMS NO. 122-00-00-125 OWNED BY MELINDA M. LAURENS (TRUSTEE) - "AREA 3" & TMS NO. 121-00-00-104 OWNED BY QUATTLEBAUM DEVELOPMENT COMPANY, L.L.C. - "AREA 4", PREPARED BY GPA PROFESSIONAL LAND SURVEYORS, DATED MAY 15, 2025, RECORDED IN THE DORCHESTER COUNTY ROD OFFICE IN PLAT BOOK P AT PAGE 544 AND HAVING THE FOLLOWING METES AND BOUNDS TO WIT:

BEGINNING AT A 5/8" REBAR FOUND ON THE NORTHWESTERN RIGHT-OF-WAY OF JEDBURG ROAD (S-18-58) HAVING THE COORDINATES OF N:446993.41 E:2235089.16, THENCE 41.73' ALONG THE PROPERTY OF CPREIF JEDBURG LLC (TMS NO. 122-00-00-187) ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 50.00', A DELTA ANGLE OF 47°49'18", A CHORD BEARING OF N 13°20'45" E, AND A CHORD DISTANCE OF 40.53' TO A 5/8" REBAR SET; THENCE N 51°25'44" E ALONG SAID PROPERTY, A DISTANCE OF 133.00' TO A 5/8" REBAR SET; THENCE S 38°34'16" E ALONG SAID PROPERTY, A DISTANCE OF 25.00' TO A 5/8" REBAR SET; THENCE S 51°25'44" W ALONG THE NORTHWESTERN RIGHT-OF-WAY OF JEDBURG ROAD (S-18-58), A DISTANCE OF 164.90' TO A 5/8" REBAR FOUND; SAID POINT BEING THE POINT OF BEGINNING CONTAINING APPROXIMATELY 3,607 SQ. FT. OR 0.083 ACRES.

*Derivation: This being a portion of the property as conveyed in that Deed from Charleston Industrial Land Owner, LLC, a Delaware limited liability company to CPREIF JEDBURG LLC, a Delaware limited liability company dated November 19, 2024 and recorded November 21, 2024 in the Office of the Register of Deeds for Dorchester County, South Carolina in Book 15614 at Page 303.*

*Tax Map Number: 122-00-00-187-000*