

**PREPARED BY AND UPON
RECORDATION RETURN TO:**

Seyfarth Shaw LLP
1075 Peachtree Street, N.E., Suite 2500
Atlanta, Georgia 30309-3962
Attention: Lori H. Whitfield, Esq.
Deal Name: Eastern U.S. Logistics Portfolio Refinance 2021
Loan Number: 706111254

Tax Parcel No. 097-5111-002

US INDUSTRIAL REIT II, as grantor
(Borrower)

to

VIP GP, LTD., in its capacity as general partner for
and on behalf of PGIM VIP MORTGAGE ACCOUNT, L.P., as grantee
(Lender)

and joined in by

COWETA COUNTY DEVELOPMENT AUTHORITY, as lessor
(Underlying Lessor)

**FEE AND LEASEHOLD DEED TO SECURE DEBT AND
SECURITY AGREEMENT**

(Coweta County - PetSmart Distribution Center)

Dated:	As of September _____, 2021
Location:	570 Walt Sanders Memorial Drive, Newnan, Georgia
County:	Coweta

**FEE AND LEASEHOLD DEED TO SECURE DEBT
AND SECURITY AGREEMENT**

(Coweta County - PetSmart Distribution Center)

THIS FEE AND LEASEHOLD DEED TO SECURE DEBT AND SECURITY AGREEMENT (COWETA COUNTY - PETSMART DISTRIBUTION CENTER) (this “**Instrument**”) is made as of the ____ day of September, 2021, by **US INDUSTRIAL REIT II**, a Texas real estate investment trust, having its principal office and place of business at c/o USAA Real Estate Company, 9830 Colonnade Boulevard, Suite 600, San Antonio, Texas 78230, as grantor (“**Borrower**”), and the **COWETA COUNTY DEVELOPMENT AUTHORITY**, a public body corporate and politic having its principal place of business in Newnan, Coweta County, Georgia, as lessor (“**Underlying Lessor**”), to **VIP GP, LTD.**, a Cayman Islands exempted limited company (“**GP**”), in its capacity as general partner for and on behalf of **PGIM VIP MORTGAGE ACCOUNT, L.P.**, a Cayman Islands exempted limited partnership, having an office at c/o PGIM Real Estate Loan Services, Inc., 2100 Ross Avenue, Suite 2500, Dallas, Texas 75201, Attention: Asset Management Department; Reference Loan No. 706111254, as beneficiary (GP, acting in such capacity, “**Lender**”).

A POWER OF SALE HAS BEEN GRANTED IN THIS INSTRUMENT, PURSUANT TO WHICH LENDER MAY SELL THE PROPERTY WITHOUT GOING TO COURT IN A JUDICIAL FORECLOSURE ACTION UPON DEFAULT BY BORROWER UNDER THIS INSTRUMENT.

RECITALS:

1. Lender has agreed to make on the date hereof a loan to Borrower in the original principal amount of Two Hundred Sixty Million and No/100 Dollars (\$260,000,000.00) in accordance with the terms and provisions of the Loan Agreement (the “**Loan**”), which Loan is evidenced by that certain Promissory Note made by Borrower payable to the order of Lender, dated of as of the date hereof, in the original principal sum of Two Hundred Sixty Million and No/100 Dollars (\$260,000,000.00) (as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time, herein referred to as the “**Note**”), and secured by, among other things, (a) the Property (as hereinafter defined), and (b) certain other properties owned by Borrower, as identified from time to time on Exhibit E to the Loan Agreement (defined below) (collectively, the “**Other Properties**”).

2. The Loan is governed by that certain Loan Agreement dated as of the date hereof by and between Borrower and Lender (as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time, the “**Loan Agreement**”).

3. Borrower desires to secure the payment of and the performance of all of its obligations under the Note and certain additional Obligations (as hereinafter defined). THE MATURITY DATE (AS THAT TERM IS DEFINED IN THE LOAN AGREEMENT) OF THE NOTE IS OCTOBER 1, 2026.

4. Underlying Lessor desires to join in the execution of this Instrument for the purpose of submitting its fee simple interest in and to certain real property in Coweta County, Georgia, described in Exhibit A (the “**Land**”) to the lien and security title of this Instrument and acknowledging and agreeing to the terms and provisions contained in Article VI hereof.

IN CONSIDERATION of the principal sum of the Note, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Borrower irrevocably:

A. Grants, bargains, sells, assigns, transfers, pledges, warrants, and conveys to Lender Borrower's leasehold interest in the Property, subject only to the Permitted Encumbrances (as defined in the Loan Agreement), WITH POWER OF SALE, and grants Lender security title to, and a security interest in, the following property, rights, interests and estates owned by Borrower (collectively, the "**Property**"):

(i) All of Borrower's present and future estate, right, title and interest under that certain Lease Agreement dated as of February 1, 2007, as evidenced by that certain Short Form Lease Agreement dated as of February 1, 2007, and recorded in Deed Book 3171, Page 589, in the Office of the Clerk of the Superior Court of Coweta County, Georgia (the "**Official Records**"), and as assigned by that certain Assignment, Assumption and Novation dated as of May 1, 2007 and recorded in the Official Records in Deed Book 3180, Page 247, by and between the Coweta County Development Authority, a public body corporate and politic created and existing under the laws of the State of Georgia ("**Underlying Lessor**"), as lessor, and Borrower (as successor-in-interest to FS Coweta ATL, LLC, a Georgia limited liability company), as lessee, and all future amendments, extensions, renewals, supplements and replacements thereto or thereof as the context may require (as so evidenced and assigned, the "**Underlying Lease**"), covering the Land and the Property, together with and including, without limitation (A) all options of any kind, rights of first refusal, privileges and other benefits under the Underlying Lease, (B) all leases, subleases and subtenancies, occupancy agreements and concessions under the Underlying Lease or otherwise affecting the Land and (C) all of Borrower's interest, estate, right or title which Borrower may hereafter acquire in the Land or Property;

(ii) All of Borrower's rights, title and interest in and to all buildings, structures and improvements (including fixtures) now or later located in or on the Land (the "**Improvements**");

(iii) All of Borrower's rights, title and interest in and to that certain Deed to Secure Debt, Assignment of Rents and Leases and Security Agreement made by the Underlying Lessor, as grantor, to FS Coweta ATL, LLC, as secured party, dated February 1, 2007 and recorded April 20, 2007 in Deed Book 3171, Page 569 in the Official Records, as assigned by that certain Assignment, Assumption and Novation dated as of May 1, 2007, by FS Coweta ATL, LLC to Borrower, as secured party, and all future amendments, supplements and replacements thereto or thereof as the context may require (collectively, the "**Bond Security Deed**");

(iv) All easements, estates, and interests including hereditaments, servitudes, appurtenances, tenements, mineral and oil/gas rights, water rights, air rights, development power or rights, options, reversion and remainder rights, and any other rights owned by Borrower and relating to or usable in connection with or access to the Property;

(v) All right, title, and interest owned by Borrower in and to all land lying within the rights-of-way, roads, or streets, open or proposed, adjoining the Land to the center line thereof, and all sidewalks, alleys, and strips and gores of land adjacent to or used in connection with the Property;

(vi) To the extent assignable, all right, title, and interest of Borrower in, to, and under all plans, specifications, surveys, studies, reports, permits, licenses, agreements, contracts, instruments, books of account, insurance policies, and any other documents relating to the use, construction, occupancy, leasing, activity, or operation of the Property;

(vii) All of the fixtures and personal property described in Exhibit B owned by Borrower and replacements thereof; but excluding all personal property owned by any tenant (a "**Tenant**") of the Property;

(viii) All of Borrower's right, title and interest in the proceeds (including conversion to cash or liquidation claims) of (A) insurance relating to the Property and (B) all awards made for the taking by eminent domain (or by any proceeding or purchase in lieu thereof) of the Property, including awards resulting from a change of any streets (whether as to grade, access, or otherwise) and for severance damages;

(ix) All of Borrower's right, title and interest in and to all tax refunds, including interest thereon, tax rebates, tax credits, and tax abatements, and the right to receive the same, which may be payable or available with respect to the Property except to the extent same are required to be paid to a Tenant under the terms of the Leases;

(x) All leasehold estates, ground leases, leases, subleases, licenses, or other agreements affecting the use, enjoyment or occupancy of the Property now or later existing (including any use or occupancy arrangements created pursuant to Title 7 or 11 of the United States Code, as amended from time to time, or any similar federal or state laws now or later enacted for the relief of debtors [the "**Bankruptcy Code**"]) and all extensions and amendments thereto (collectively, the "**Leases**") and all of Borrower's right, title and interest under the Leases, including all guaranties thereof;

(xi) All rents, issues, profits, royalties, receivables, use and occupancy charges (including all oil, gas or other mineral royalties and bonuses), income and other benefits now or later derived from any portion or use of the Property (including any payments received with respect to any Tenant or the Property pursuant to the Bankruptcy Code) and all cash, security deposits, advance rentals, or similar payments relating thereto (collectively, the "**Rents**") and all proceeds from the cancellation, termination, surrender, sale or other disposition of the Leases, and the right to receive and apply the Rents to the payment of the Obligations; and

(xii) All of Borrower's rights and privileges heretofore or hereafter otherwise arising in connection with or pertaining to the Property, including, without limiting the generality of the foregoing, all water and/or sewer capacity, all water, sewer and/or other utility deposits or prepaid fees, and/or all water and/or sewer and/or other utility tap rights or other utility rights, any right or privilege of Borrower under any loan commitment, lease, contract, declaration of covenants, restrictions and easements or like instrument, developer's agreement, or other agreement with any third party pertaining to the ownership, development, construction, operation, maintenance, marketing, sale or use of the Property.

B. Absolutely and unconditionally assigns, sets over, and transfers to Lender all of Borrower's right, title, interest and estates in and to the Leases and the Rents, subject to the terms and license granted to Borrower under that certain Assignment of Leases and Rents (Coweta County - PetSmart Distribution Center) made by Borrower to Lender dated as of the date hereof (as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time, the "**Assignment**"), which document shall govern and control the provisions of this assignment.

TO HAVE AND TO HOLD the Property unto Lender and its successors and assigns forever, subject to the Permitted Encumbrances (as defined in the Loan Agreement) and the provisions, terms and conditions of this Instrument.

SHOULD THE OBLIGATIONS BE PAID according to the tenor and effect thereof when the same shall become due and payable, then this Instrument shall be promptly canceled, satisfied and surrendered by Lender by instrument executed in proper form for recording (except for the obligations of Borrower set

forth in Sections 3.11 and 3.12 and Article VIII of the Loan Agreement, which shall survive such cancellation and surrender).

IN FURTHERANCE of the foregoing, Borrower warrants, represents, covenants and agrees as follows:

ARTICLE I - OBLIGATIONS; DOCUMENTS; INCORPORATION; DEFINITIONS

Section 1.01 Obligations. This Instrument is intended (i) to operate and to be construed as a deed passing title to the Property to Lender, and is made under those provisions of the existing laws of the State of Georgia relating to deeds to secure debt, and not as a mortgage; and (ii) to constitute a security agreement pursuant to the Uniform Commercial Code as enacted in the State of Georgia, and (iii) executed, acknowledged, and delivered by Borrower and Underlying Lessor to secure and enforce the following obligations (collectively, the “**Obligations**”):

(a) Payment of all obligations, indebtedness and liabilities under the Documents including (i) the Prepayment Premium, if applicable, (ii) interest at both the Note Rate and at the Default Rate, if applicable and to the extent permitted by Laws, and (iii) renewals, extensions, and amendments of the Documents;

(b) Performance of every obligation, covenant, and agreement under the Documents including renewals, extensions, and amendments of the Documents; and

(c) Payment of all sums advanced (including fees, costs and expenses) by Lender pursuant to the Documents including renewals, extensions, and amendments of the Documents.

Section 1.02 Documents; Incorporation. The “**Documents**” shall mean this Instrument, the Loan Agreement, the Note, the Assignment, the Environmental Indemnity, and any other written agreement executed and delivered by Borrower in connection with the Loan (but excluding the Term Sheet) and by the party against whom enforcement is sought, including those executed and delivered by Borrower to evidence or further secure the payment and performance of any of the Obligations, and any written renewals, extensions, and amendments of the foregoing, executed by the party against whom enforcement is sought. All of the provisions of the Documents (including, without limitation, the limited and full recourse liability provisions of Article VIII of the Loan Agreement) are incorporated into this Instrument to the same extent and with the same force as if fully set forth in this Instrument.

Section 1.03 Definitions. All capitalized terms not defined herein shall have the respective meanings set forth in the Loan Agreement. The terms set forth below are defined in the following sections of this Instrument:

Assignment	Recitals, Section 4(B)
Bankruptcy Code	Recitals, Section 4(A)(ix)
Borrower	Preamble
Documents	Section 1.02
Improvements	Recitals, Section 4(A)(ii)
Instrument	Preamble
Land	Recitals, Section 4(A)(i)
Leases	Recitals, Section 4(A)(ix)
Lender	Preamble

Loan	Recitals, Section 1
Loan Agreement	Recitals, Section 2
Note	Recitals, Section 1
Notice	Section 5.02
Obligations	Section 1.01
Other Properties	Recitals, Section 1
Personal Property	Section 3.02(j)
Property	Recitals, Section 4(A)
Rents	Recitals, Section 4(A)(x)
Tenant	Recitals, Section 4(A)(vi)

ARTICLE II - - SALE, TRANSFER, OR ENCUMBRANCE OF THE PROPERTY

Section 2.01 Due-on-Sale or Encumbrance. It shall be an Event of Default and, at the sole option of Lender, Lender may accelerate the Obligations, and the entire Obligations (including any Prepayment Premium) shall become immediately due and payable, if, without Lender's prior written consent (which consent may be given or withheld for any or for no reason or given conditionally, in Lender's sole discretion), any of the events set forth in Section 5.01 of the Loan Agreement shall occur, except (i) in strict accordance with the provisions of Section 5.01(c) of the Loan Agreement, (ii) in strict accordance with the provisions of Section 5.04 of the Loan Agreement and (iii) for any Permitted Transfers.

ARTICLE III - DEFAULTS AND REMEDIES

Section 3.01 Events of Default. The occurrence of an Event of Default (as such term is defined in Section 6.01 of the Loan Agreement) shall constitute, at Lender's option, an Event of Default under this Instrument and the other Documents.

Section 3.02 Remedies. During the continuance of an Event of Default (unless Lender has accepted cure of such Event of Default, and Borrower specifically understands and agrees that Lender shall have no obligation whatsoever to accept the cure of any Event of Default), Lender or any person designated by Lender may (but shall not be obligated to) take any action (separately, concurrently, cumulatively, and at any time and in any order) permitted under any Laws, without notice or demand (except as otherwise expressly required under the Documents), presentment, or protest (all of which are hereby waived), to protect and enforce Lender's rights under the Documents or Laws including the following actions:

(a) accelerate and declare the entire unpaid Obligations immediately due and payable by written notice to Borrower, except for defaults under Sections 6.01(f), 6.01(g), 6.01(h), or 6.01(i) of the Loan Agreement which shall automatically make the Obligations immediately due and payable and for which no such notice shall be required;

(b) Lender, at its option, may sell the Property, or any part thereof, at public sale or sales before the door of the courthouse of the county in which the Property, or any part thereof, is situated, to the highest bidder for cash, in order to pay the Obligations and insurance premiums, liens, assessments, taxes and charges, including utility charges, if any, with accrued interest thereon, and all Costs incurred by Lender in connection with such sale and all other out-of-pocket expenses of the sale and of all proceedings in connection therewith, including reasonable attorneys' fees (which shall be limited to fees actually incurred by Lender based upon the standard billing rates of the professionals providing services to Lender), after advertising the time, place and terms of sale once a week for four (4) weeks immediately preceding such sale (but without regard to the number of days) in a newspaper in which sheriff's sales are advertised

in said county. The foregoing notwithstanding, Lender may sell, or cause to be sold, any Personal Property (defined below), or any part thereof, and which constitutes a part of the security hereunder, in the foregoing manner, or as may otherwise be provided by law. Lender may bid and purchase at any such sale and may satisfy Lender's obligation to purchase pursuant to Lender's bid by canceling an equivalent portion of any Obligations then outstanding and secured hereby.

At any such sale, Lender may execute and deliver to the purchaser a conveyance of the Property, or any part thereof (but without covenants and warranties, express or implied), and, to this end, Borrower hereby constitutes and appoints Lender the agent and attorney-in-fact of Borrower to make such sale and conveyance, and thereby to divest Borrower of all right, title, and equity that Borrower may have in and to the Property and to vest the same in the purchaser or purchasers at such sale or sales, and all the acts and doings of said agent and attorney-in-fact are hereby ratified and confirmed, and any recitals in said conveyance or conveyances as to facts essential to a valid sale shall be binding on Borrower. The aforesaid power of sale and agency hereby granted are coupled with an interest and are irrevocable by death or otherwise, are granted as cumulative of the other remedies provided by law for collection of the Obligations secured hereby, and shall not be exhausted by one exercise thereof but may be exercised until full payment of all Obligations secured hereby;

(c) sell for cash or upon credit the Property and all right, title and interest of Borrower therein and rights of redemption thereof, pursuant to power of sale;

(d) recover judgment on the Note either before, during or after any proceedings for the enforcement of the Documents and without any requirement of any action being taken to (i) realize on the Property or (ii) otherwise enforce the Documents;

(e) seek specific performance of any provisions in the Documents;

(f) apply for the appointment of a receiver, custodian, trustee, liquidator, or conservator of the Property without (i) notice to any person, (ii) regard for (A) the adequacy of the security for the Obligations or (B) the solvency of Borrower or any person liable for the payment of the Obligations; and Borrower and any person so liable waives or shall be deemed to have waived the foregoing and any other objections to the fullest extent permitted by Laws and consents or shall be deemed to have consented to such appointment;

(g) with or without entering upon the Property, (i) exclude Borrower and any person from the Property without liability for trespass, damages, or otherwise; (ii) take possession of, and Borrower shall surrender on demand, all books, records, and accounts relating to the Property; (iii) give notice to Tenants or any person, make demand for, collect, receive, sue for, and recover in its own name all Rents and cash collateral derived from the Property; (iv) use, operate, manage, preserve, control, and otherwise deal with every aspect of the Property including (A) conducting its business, (B) insuring it, (C) making all repairs, renewals, replacements, alterations, additions, and improvements to or on it, (D) completing the construction of any Improvements in manner and form as Lender deems advisable, and (E) executing, modifying, enforcing, and terminating new and existing Leases on such terms as Lender deems advisable and evicting any Tenants in default; (v) apply the receipts from the Property to payment of the Obligations, in any order or priority determined by Lender, after first deducting all Costs, out-of-pocket expenses, and liabilities incurred by Lender in connection with the foregoing operations and all amounts needed to pay the Impositions and other expenses of the Property, as well as just and reasonable compensation for the services of Lender and its attorneys, agents, and employees; and/or (vi) in every case in connection with the

foregoing, exercise all rights and powers of Borrower or Lender with respect to the Property, either in Borrower's name or otherwise;

(h) release any portion of the Property for such consideration, if any, as Lender may require without, as to the remainder of the Property, impairing or affecting the security title or priority of this Instrument or improving the position of any subordinate lienholder or security title holder with respect thereto, except to the extent that the Obligations shall have been actually reduced, and Lender may accept by assignment, pledge, or otherwise any other property in place thereof as Lender may require without being accountable for so doing to any other lienholder or security title holder;

(i) apply any Deposits to the following items in any order and in Lender's sole discretion: (A) the Obligations, (B) Costs, (C) advances made by Lender under the Documents, and/or (D) Impositions;

(j) take all actions permitted under the U.C.C. of the Property State (as defined in the Loan Agreement) including (i) the right to take possession of all tangible and intangible personal property now or hereafter included within the Property (the "**Personal Property**") and take such actions as Lender deems advisable for the care, protection and preservation of the Personal Property and (ii) request Borrower at its expense to assemble the Personal Property and make it available to Lender at a convenient place reasonably acceptable to Lender. Any notice of sale, disposition or other intended action by Lender with respect to the Personal Property sent to Borrower at least five (5) Business Days prior to such action shall constitute commercially reasonable notice to Borrower; or

(k) take any other action permitted under any Laws.

If Lender exercises any of its rights under Section 3.02(g), Lender shall not (a) be deemed to have entered upon or taken possession of the Property except upon the exercise of its option to do so, evidenced by its demand and overt act for such purpose; (b) be deemed a beneficiary or mortgagee in possession by reason of such entry or taking possession; nor (c) be liable (i) to account for any action taken pursuant to such exercise other than for Rents actually received by Lender, (ii) for any loss sustained by Borrower resulting from any failure to lease the Property, or (iii) any other act or omission of Lender except for losses caused by Lender's illegal acts, fraud, gross negligence or willful misconduct. Borrower hereby consents to, ratifies, and confirms the exercise by Lender of its rights under this Instrument and appoints Lender as its attorney-in-fact, which appointment shall be deemed to be coupled with an interest and irrevocable, for such purposes.

Section 3.03 Expenses. All Costs, out-of-pocket expenses, allocated or accrued fees, or other amounts paid or incurred by Lender in the exercise of its rights under the Documents, together with interest thereon at the applicable interest rate specified in the Loan Agreement, which shall be the Default Rate unless prohibited by Laws, shall be (a) part of the Obligations, (b) secured by this Instrument, and (c) allowed and included as part of the Obligations in any foreclosure, decree for sale, power of sale, or other judgment or decree enforcing Lender's rights under the Documents.

Section 3.04 Rights Pertaining to Sales. To the extent permitted under (and in accordance with) any Laws, the following provisions shall, as Lender may determine in its sole discretion, apply to any sales of the Property under this Article III, whether by judicial proceeding, judgment, decree, power of sale, foreclosure or otherwise: (a) Lender may conduct a single sale of the Property or multiple sales of any part of the Property in separate tracts or in its entirety or any other manner as Lender deems in its best interests and Borrower waives any right to require otherwise; (b) if Lender elects more than one sale of the Property, Lender may at its option cause the same to be conducted simultaneously or successively, on the same day

or on such different days or times and in such order as Lender may deem to be in its best interests, no such sale shall terminate or otherwise affect the lien of this Instrument on any part of the Property not then sold, and Borrower shall pay the Costs and out-of-pocket expenses of each such sale; (c) any sale may be postponed or adjourned by public announcement at the time and place appointed for such sale or for such postponed or adjourned sale without further notice; or such sale may occur, without further notice, at the time fixed by the last postponement or a new notice of sale may be given; and (d) Lender may acquire the Property and, in lieu of paying cash, may pay by crediting against the Obligations the amount of its bid, after deducting therefrom any sums which Lender is authorized to deduct under the provisions of the Documents. After any such sale, Lender shall deliver to the purchaser at such sale a deed conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in any such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Borrower or Lender, may purchase at such sale.

Section 3.05 Application of Proceeds. Any proceeds received from any sale or disposition under this Article III or otherwise, together with any other sums held by Lender, shall, except as expressly provided to the contrary, be applied in the order determined by Lender to: (a) payment of all Costs and out-of-pocket expenses of any enforcement action or foreclosure sale, transfer of title by power of sale, or otherwise, including interest thereon at the applicable interest rate specified in the Loan Agreement, which shall be the Default Rate unless prohibited by Laws, (b) all taxes, Assessments, and other charges unless the Property was sold subject to these items; (c) payment of the Obligations in such order as Lender may elect; (d) payment of any other sums secured or required to be paid by Borrower; and (e) payment of the surplus, if any, to any person lawfully entitled to receive it. Borrower and Lender intend and agree that during any period of time between any foreclosure judgment that may be obtained and the actual foreclosure sale that the foreclosure judgment will not extinguish the Documents or any rights contained therein including the obligation of Borrower to pay all Costs and to pay interest at the applicable interest rate specified in the Loan Agreement, which shall be the Default Rate unless prohibited by Laws.

Section 3.06 Additional Provisions as to Remedies. No failure, refusal, waiver, or delay by Lender to exercise any rights under the Documents upon or during the continuance of any default or Event of Default shall impair Lender's rights or be construed as a waiver of, or acquiescence to, such or any subsequent default or Event of Default. No recovery of any judgment by Lender and no levy of an execution upon the Property or any other property of Borrower shall affect the security title and security interest created by this Instrument and such liens, security title, rights, powers, and remedies shall continue unimpaired as before. Lender may resort to any security given by this Instrument or any other security now given or hereafter existing to secure the Obligations, in whole or in part, in such portions and in such order as Lender may deem advisable, and no such action shall be construed as a waiver of any of the liens, security title, rights, or benefits granted hereunder. Acceptance of any payment after or during the continuance of any Event of Default shall not be deemed a waiver or a cure of such Event of Default and such acceptance shall be deemed an acceptance on account only. If Lender has started enforcement of any right by foreclosure, sale, entry, or otherwise and such proceeding shall be discontinued, abandoned, or determined adversely for any reason, then Borrower and Lender shall be restored to their former positions and rights under the Documents with respect to the Property, subject to the security title and security interest hereof.

Section 3.07 Waiver of Rights and Defenses. To the fullest extent Borrower may do so under Laws, Borrower (a) will not at any time insist on, plead, claim, or take the benefit of any statute or rule of law now or later enacted providing for any appraisalment, valuation, stay, extension, moratorium, redemption, or any statute of limitations; (b) for itself, its successors and assigns, and for any person ever claiming an interest in the Property (other than Lender), waives and releases all rights of redemption, reinstatement, valuation, appraisalment, notice of intention to mature or declare due the whole of the Obligations, all rights

to a marshaling of the assets of Borrower, including the Property, or to a sale in inverse order of alienation, in the event of foreclosure (or extinguishment by transfer of title by power of sale) of the security title and security interests created under the Documents; (c) shall not be relieved of its obligation to pay the Obligations as required in the Documents nor shall the lien, security title or priority of the Documents be impaired by any agreement renewing, extending, or modifying the time of payment or the provisions of the Documents (including a modification of any interest rate), unless expressly released, discharged, or modified by such agreement. Regardless of consideration and without any notice to or consent by the holder of any subordinate lien, security title, security interest, encumbrance, right, title, or interest in or to the Property, Lender may (a) release any person liable for payment of the Obligations or any portion thereof or any part of the security held for the Obligations or (b) modify any of the provisions of the Documents without impairing or affecting the Documents or the security title, security interest, or the priority of the modified Documents as security for the Obligations over any such subordinate lien, security title, security interest, encumbrance, right, title, or interest.

Section 3.08 Additional Credit Bidding. In connection with any sale of the Property pursuant to Section 363 of the Bankruptcy Code or any plan under the Bankruptcy Code, Lender shall have the right to acquire the Property and, in lieu of paying cash, Lender shall have the right (at its option) to pay by crediting against the Obligations the amount of its bid, after deducting therefrom any sums which Lender is authorized to deduct under the provisions of the Documents.

ARTICLE IV - SECURITY AGREEMENT

Section 4.01 Security Agreement. This Instrument constitutes both a real property deed to secure debt and a “security agreement” within the meaning of the U.C.C. The Property includes real and personal property and all tangible and intangible rights and interest of Borrower in the Property. Borrower grants to Lender, as security for the Obligations, a security interest in the Personal Property to the fullest extent that the Personal Property may be subject to the U.C.C. Borrower authorizes Lender to file any financing or continuation statements and amendments thereto relating to the Personal Property without the signature of Borrower if permitted by Laws.

ARTICLE V - ADDITIONAL PROVISIONS

Section 5.01 Usury Savings Clause. Without limiting Section 1.02 above, the provisions of Section 9.01 of the Loan Agreement are hereby incorporated by reference into this Instrument to the same extent and with the same force as if fully set forth herein.

Section 5.02 Notices. Any notice, request, demand, consent, approval, direction, agreement, or other communication (any “**notice**”) required or permitted under the Documents shall be in writing and shall be validly given if sent by a nationally-recognized courier that obtains receipts, delivered personally by a courier that obtains receipts, or mailed by United States certified mail (with return receipt requested and postage prepaid) addressed to the applicable person as follows:

If to Borrower:

US INDUSTRIAL REIT II
c/o USAA Real Estate Company
9830 Colonnade Boulevard, Suite 600
San Antonio, Texas 78230
Attention: Toni Fisher Esq.

With a copy of notices sent to Borrower to:

GIBSON, DUNN & CRUTCHER LLP
200 Park Avenue
New York, New York 10166
Attention: David Furman, Esq.

If to Lender:

VIP GP, LTD., in its capacity as general partner for
and on behalf of PGIM VIP MORTGAGE
ACCOUNT, L.P.
c/o PGIM Real Estate Loan Services, Inc.
2100 Ross Avenue, Suite 2500
Dallas, Texas 75201
Attention: Asset Management Department
Reference Loan No. 706111254

With a copy of notices sent to Lender to:

VIP GP, LTD., in its capacity as general partner for
and on behalf of PGIM VIP MORTGAGE
ACCOUNT, L.P.
c/o PGIM Real Estate Loan Services, Inc.
2100 Ross Avenue, Suite 2500
Dallas, Texas 75201
Attention: Legal Department
Reference Loan No. 706111254

If to Underlying Lessor:

COWETA COUNTY DEVELOPMENT
AUTHORITY
1605 Highway 34 East, Suite A-2
Newnan, Georgia 30265
Attention: Executive Director

Each notice shall be effective upon being so sent, delivered, or mailed, but the time period for response or action shall run from the date of receipt as shown on the delivery receipt. Refusal to accept delivery or the inability to deliver because of a changed address for which no notice was given shall be deemed receipt. Any party may periodically change its address for notice and specify up to two (2) additional addresses for copies by giving the other party at least ten (10) days' prior notice.

Section 5.03 Applicable Law and Submission to Jurisdiction. This Instrument shall be governed by and construed in accordance with the laws of the Property State and the applicable laws of the United States of America. Without limiting Lender's right to bring any Action (as defined in the Loan Agreement) in the courts of other jurisdictions, Borrower irrevocably (a) submits to the jurisdiction of any state or federal court in the Property State, (b) agrees that any Action may be heard and determined in such court, and (c) waives, to the fullest extent permitted by Laws, the defense of an inconvenient forum to the maintenance of any Action in such jurisdiction.

Section 5.04 Transfer of Loan. Lender may, at any time, (i) sell, transfer or assign the Documents and any servicing rights with respect thereto or (ii) grant participations therein or issue Securities (as defined in the Loan Agreement) in accordance with and subject to the terms of Section 9.06 of the Loan Agreement.

Section 5.05 Miscellaneous. If any provision of the Documents shall be held to be invalid, illegal, or unenforceable in any respect, this shall not affect any other provisions of the Documents and such provision shall be limited and construed as if it were not in the Documents. If title to the Property becomes vested in any person other than Borrower, then Lender may, without notice to Borrower, deal with such person regarding the Documents or the Obligations in the same manner as with Borrower without in any way vitiating or discharging Borrower's liability under the Documents or being deemed to have consented to the vesting. If both the lessor's and lessee's interest under any Lease ever becomes vested in any one person, this Instrument and the security title and security interest created hereby shall not be destroyed or terminated by the application of the doctrine of merger, and Lender shall continue to have and enjoy all its rights and privileges as to each separate estate. Upon foreclosure (or transfer of title by power of sale) of this Instrument, none of the Leases shall be destroyed or terminated as a result of such foreclosure (or

transfer of title by power of sale), by application of the doctrine of merger or as a matter of law, unless Lender takes all actions required by law to terminate the Leases as a result of foreclosure (or transfer of title by power of sale). All of Borrower's covenants and agreements under the Documents shall run with the land and time is of the essence. Borrower appoints Lender as its attorney-in-fact, which appointment is irrevocable and shall be deemed to be coupled with an interest, with respect to the execution, acknowledgment, delivery, filing or recording for and in the name of Borrower of any of the documents listed in Sections 3.04, 3.19, 4.01, and 6.02 of the Loan Agreement. The Documents cannot be amended, terminated, or discharged except in a writing signed by the party against whom enforcement is sought. No waiver, release, or other forbearance by Lender will be effective unless it is in a writing signed by Lender and then only to the extent expressly stated. The provisions of the Documents shall be binding upon Borrower and its heirs, devisees, representatives, successors, and assigns including successors in interest to the Property and inure to the benefit of Lender and its heirs, successors, substitutes, and assigns. Where two or more persons have executed the Documents, the obligations of such persons shall be joint and several, except to the extent the context clearly indicates otherwise. The Documents may be executed in any number of counterparts with the same effect as if all parties had executed the same document. All such counterparts shall be construed together and shall constitute one instrument, but in making proof hereof it shall only be necessary to produce one such counterpart. Upon receipt of an affidavit of an officer of Lender as to the loss, theft, destruction or mutilation of any Document which is not of public record, and, in the case of any mutilation, upon surrender and cancellation of the Document, Borrower will issue, in lieu thereof, a replacement Document, dated the date of the lost, stolen, destroyed or mutilated Document containing the same provisions. Any reviews, inspections, reports, approvals or similar items conducted, made or produced by or on behalf of Lender with respect to Borrower, the Property or the Loan are for loan underwriting and servicing purposes only, and shall not constitute an acknowledgment, representation or warranty of the accuracy thereof, or an assumption of liability with respect to Borrower, Borrower's contractors, architects, engineers, employees, agents or invitees, present or future tenants, occupants or owners of the Property, or any other party.

Section 5.06 Entire Agreement. Except as provided in Section 3.17 of the Loan Agreement, (a) the Documents constitute the entire understanding and agreement between Borrower and Lender with respect to the Loan and supersede all prior written or oral understandings and agreements with respect to the Loan including the Loan application, Loan commitment, and any confidentiality agreements, and (b) Borrower is not relying on any representations or warranties of Lender except as expressly set forth in the Documents.

Section 5.07 WAIVER OF TRIAL BY JURY. EACH OF BORROWER AND LENDER HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, THE RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM FILED BY EITHER PARTY, WHETHER IN CONTRACT, TORT OR OTHERWISE, RELATING DIRECTLY OR INDIRECTLY TO THE LOAN, THE DOCUMENTS, OR ANY ALLEGED ACTS OR OMISSIONS OF LENDER OR BORROWER IN CONNECTION THEREWITH.

Section 5.08 Cross Default and Notice Provisions. Any default under any of the Documents shall constitute a default under all of the other Documents. The lien of this Instrument on the Property shall also secure and is hereby cross-collateralized with the liens of the other Instruments (as defined in the Loan Agreement) on the Other Properties. In the event of a default under any of the Documents, Borrower hereby acknowledges and agrees that: (A) Lender shall only be obligated to send one (1) notice of default to the parties listed in the Notices section of the Loan Agreement; and (B) said notice shall be deemed notice to Borrower under all of the Documents (including, without limitation, all of the Instruments).

Section 5.09 No Merger. No merger shall occur as a result of Lender's acquiring any other estate in, or any other lien on, the Property unless Lender consents to a merger in writing.

ARTICLE VI - UNDERLYING LEASE

Section 6.01 Leasehold. Borrower hereby covenants, represents and warrants to Lender with respect to the Underlying Lease as follows:

(a) There is and, to the best of Borrower's knowledge, has been no material default in the performance of the Underlying Lease by Borrower or Underlying Lessor, nor has any event occurred or condition arisen to the best knowledge of Borrower which, with the passage of time, or the giving of notice, or both, would constitute a material default under or a material breach of the Underlying Lease (or any portion thereof) by the Borrower or Underlying Lessor.

(b) All rents, additional rents, percentage rents and all other charges due and payable under the Underlying Lease have been fully paid to the extent same were payable prior to the date hereof.

(c) Except as otherwise previously disclosed in writing by Borrower to Lender, the Underlying Lease covers one hundred percent (100%) of the leasehold interest in and to the real property demised thereby, and Borrower is the owner of the entire leasehold interest of the tenant in, to and under the Underlying Lease and has the right and authority under such Underlying Lease to execute the Documents and to encumber Borrower's interest therein.

(d) Borrower shall, at its sole cost and expense, promptly and timely perform and observe all the terms, covenants and conditions required to be performed and observed by Borrower as tenant under the Underlying Lease (including, but not limited to, the payment of all rent, additional rent, percentage rent and other charges required to be paid under the Underlying Lease). Any material default by Borrower under the Underlying Lease which is not cured within the time period permitted by the Underlying Lease, shall constitute a default by Borrower under this Instrument.

(e) If Borrower shall fail to cure a default under the Underlying Lease within any cure period (and after notice if required) under the Underlying Lease, Borrower grants to Lender the right (but not the obligation), without notice to Borrower, to take any action as may be necessary to prevent or cure any default of Borrower under the Underlying Lease, if necessary to protect Lender's interest hereunder, and Lender shall have the right, subject to the rights of Tenants, to enter all or any portion of the Property at such times and in such manner as Lender deems reasonably necessary, in order to prevent or to cure any such default.

(f) The curing by Lender of any default by Borrower under the Underlying Lease shall not remove or waive, as between Borrower and Lender, the default that occurred hereunder by virtue of the default by Borrower under the Underlying Lease. All sums expended by Lender in good faith in order to cure any such default shall be paid by Borrower to Lender, upon demand, with interest thereon at the Default Rate from the date that is ten (10) Business Days after written demand until paid in full (including any interest accrued thereon), if not paid within ten (10) Business Days following written demand, unless prohibited by Laws. All such indebtedness shall be deemed secured by the Documents. No action or payment taken or made by Lender to prevent or cure a default by Borrower under the Underlying Lease shall waive or cure the corresponding default by Borrower under this Instrument.

(g) Borrower shall notify Lender promptly in writing after Borrower becomes aware of (i) the occurrence of any material default by the landlord under the Underlying Lease or the occurrence of any event which, with the passage of time or service of notice, or both, would constitute any material default by the landlord under the Underlying Lease, and/or (ii) of the receipt by Borrower of any notice (written or otherwise) from the landlord under the Underlying Lease noting or claiming the occurrence of any default by Borrower under the Underlying Lease (or any portion thereof) or the occurrence of any event which, with the passage of time or service of notice, or both, would constitute any default by Borrower under the Underlying Lease. Borrower shall deliver to Lender a copy of any written notice of such a default.

(h) Promptly upon demand by Lender from time to time, Borrower shall use commercially reasonable efforts (other than payment to the landlord under the Underlying Lease) to obtain from the landlord under the Underlying Lease and furnish to Lender the estoppel certificates of the landlord under the Underlying Lease stating the date through which rent has been paid and whether or not there are any defaults under the Underlying Lease and specifying the nature of such claimed defaults, if any.

(i) Borrower shall promptly notify Lender, in writing, of any request made by any party to the Underlying Lease for arbitration or appraisal proceedings pursuant to the Underlying Lease, and of the institution of any arbitration or appraisal proceedings, as well as of all proceedings thereunder, and shall promptly deliver to Lender a copy of the determination of the arbitrators or appraisers in each such arbitration or appraisal proceeding. Lender shall have the right (but not the obligation), following the delivery of written notice of Borrower, to participate in the appointment of any arbitrator or appraiser to be appointed by Borrower and to participate in such arbitration or appraisal proceedings in association with Borrower or on its own behalf as an interested party. Upon receipt of such written notice from Borrower regarding any such arbitration or appraisal proceedings with respect to the Underlying Lease, Lender shall promptly notify Borrower in writing of its decision to participate in such arbitration or appraisal proceedings. Borrower shall promptly notify Lender, in writing, of the institution of any legal proceedings involving obligations under the Underlying Lease. Lender may intervene in any such legal proceedings and be made a party to them. Borrower shall promptly provide Lender with a copy of any decisions rendered in connection with such proceedings.

(j) Borrower shall promptly execute, acknowledge and deliver to Lender such instruments as may be reasonably required to permit Lender to cure any default under the Underlying Lease or permit Lender to take such other action as may be reasonably necessary to cure or remedy the matter in default and preserve the security interest of Lender under the Documents. Borrower hereby irrevocably appoints Lender as its true and lawful attorney-in-fact to do, in its name or otherwise, any and all acts and to execute any and all documents which are necessary to preserve any rights of Borrower under or with respect to the Underlying Lease, including, without limitation, the right to effectuate any extension or renewal of the Underlying Lease, or to preserve any rights of Borrower whatsoever in respect of any part of the Underlying Lease (and the above powers granted to Lender are coupled with an interest and shall be irrevocable).

(k) Borrower shall not, without Lender's prior written consent (which consent shall not be unreasonably withheld, conditioned or delayed), surrender, terminate, forfeit, or suffer or permit, by acquiescence or otherwise, the surrender, termination or forfeiture of, or change, modify or amend, the Underlying Lease. Consent to one amendment, change, agreement or modification shall not be deemed to be a waiver of the right to require consent to other, future or successive amendments, changes, agreements or modifications. Notwithstanding the foregoing, Borrower may exercise its option to purchase the Property under the Underlying Lease without Lender's prior written consent, provided that Borrower will notify Lender not less than thirty (30) days in advance of its intent to exercise such option and Borrower further

agrees to execute any instrument reasonably required by Lender in order to reaffirm Lender's first lien on the fee interest in the Land.

(l) Notwithstanding anything to the contrary herein contained with respect to the Underlying Lease:

(i) The lien and security title of this Instrument attaches to all of Borrower's rights and remedies at any time arising under or pursuant to subsection 365(h) of the Bankruptcy Code, including, without limitation, all of Borrower's rights to remain in possession of the Property.

(ii) Borrower shall not, without Lender's written consent, elect to treat the Underlying Lease (or any portion thereof) as terminated under subsection 365(h)(1) of the Bankruptcy Code, which consent shall not be unreasonably withheld, conditioned or delayed provided that such termination results in the reversion of the fee simple interest in the Property to Borrower, subject to this Instrument. Any such election made without Lender's prior written consent shall be void.

(iii) Borrower shall object promptly and as and when required under the Bankruptcy Code in order to prevent a sale of all or a portion of the real property underlying the Property free and clear of the Underlying Lease (or any portion thereof) under subsection 363(f) of the Bankruptcy Code. Lender shall have the right to act on Borrower's behalf in connection with any such attempted sale.

(iv) Borrower shall affirmatively assert and pursue its right to adequate protection under subsection 363(e) of the Bankruptcy Code in the event of any sale of all or a portion of the real property underlying the Property under subsection 363(f) of the Bankruptcy Code. Lender shall have the right to act on Borrower's behalf in connection with the assertion of any such rights of adequate protection.

(v) As security for the Obligations, Borrower hereby unconditionally assigns, transfers and sets over to Lender all of Borrower's claims and rights to the payment of damages arising under any claim or cause of action under the Bankruptcy Code. Lender and Borrower shall proceed jointly or in the name of Borrower in respect of any claim, suit, action or proceeding relating to the rejection or other termination of the Underlying Lease (or any portion thereof), including, without limitation, the right to file and prosecute any proofs of claim, complaints, motions, applications, notices and other documents in any case in respect of such landlord under the Bankruptcy Code. Lender shall have the right to file all pleadings, claims, notices, proofs, objections, acceptances, and rejections on behalf of Borrower and Borrower shall not take any action in contravention of any such filings or contest any of Lender's actions or filings in connection with any and all claims relating to a filing by the lessor under the Underlying Lease under the Bankruptcy Code. Without limiting the foregoing, Borrower hereby authorizes Lender, and assigns Borrower's rights, to vote or consent in any proceedings concerning the Underlying Lease under the Bankruptcy Code. This assignment constitutes a present, irrevocable and unconditional assignment of the foregoing claims, rights and remedies, and shall continue in effect until all of the Obligations secured by this Instrument shall have been satisfied and discharged in full. Any amounts received by Lender or Borrower as damages arising under the Bankruptcy Code as aforesaid shall be applied first to all Costs and out-of-pocket expenses of Lender (including, without limitation, attorneys' fees and costs) incurred in connection with the exercise of any of its rights or remedies under this Section 6.01 and then in accordance with the other applicable provisions of this Instrument.

(vi) If, pursuant to subsection 365(h)(2) of the Bankruptcy Code, Borrower seeks to offset, against the rent reserved in the Underlying Lease (or any portion thereof), the amount of any damages caused by the nonperformance by the landlord thereunder of any of such landlord's obligations

under the Underlying Lease after the rejection by such landlord under the Underlying Lease under the Bankruptcy Code, Borrower shall, prior to effecting such offset, notify Lender in writing of its intent so to do, setting forth the amounts proposed to be so offset, and, in the event Lender objects for valid reason, Borrower shall not effect any offset of the amounts so objected to by Lender.

(vii) If any action, proceeding, motion or notice shall be commenced or filed in respect of the landlord under the Underlying Lease or the real property demised by the Underlying Lease or any portion thereof in connection with any case under the Bankruptcy Code, Lender and Borrower shall cooperatively conduct and control any such litigation with counsel agreed upon between Borrower and Lender in connection therewith. Borrower shall, upon demand, pay to Lender all Costs and out-of-pocket expenses (including reasonable attorneys' fees and costs) paid or incurred by Lender in connection with the cooperative prosecution or conduct of any such proceedings. All such Costs and out-of-pocket expenses shall be secured by the lien and security title of this Instrument.

(viii) Borrower shall promptly, after obtaining knowledge thereof, notify Lender orally of any filing by or against the landlord under the Underlying Lease of a petition under the Bankruptcy Code. Borrower shall thereafter promptly give written notice of such filing to Lender, setting forth any information available to Borrower, including, without limitation, the date of such filing, the court in which such petition was filed, and the relief sought therein. Borrower shall promptly deliver to Lender, following its receipt thereof, any and all notices, summonses, pleadings, applications and other documents received by Borrower in connection with any such petition and any proceedings relating thereto.

(m) To the extent permitted by law, the price payable by Borrower or any other party in the exercise of the right of redemption, if any, from any sale under or decree of foreclosure of this Instrument shall include all rents and other amounts paid and other sums advanced by Lender on behalf of Borrower as the tenant under the Underlying Lease.

(n) Borrower hereby grants and assigns to Lender a security interest in all prepaid rent and security deposits and all other security that the landlord under the Underlying Lease may hold now or later for the performance of Borrower's obligations as the tenant under the Underlying Lease.

(o) Borrower shall not, without Lender's written consent, fail to exercise any option or right to renew or extend the term of the Underlying Lease (or any portion thereof) at least three (3) months prior to the date of termination of any such option or right, shall give immediate written notice thereof to Lender, and shall execute, acknowledge, deliver and record any document requested by Lender to evidence the lien and security title of this Instrument on such extended or renewed lease term; provided, however, that Borrower shall not be required to exercise any particular such option or right to renew or extend to the extent Borrower shall have received the prior written consent of Lender (which consent shall not be unreasonably withheld, conditioned or delayed by Lender) allowing Borrower to forego exercising such option or right to renew or extend. If Borrower shall fail to exercise any such option or right as aforesaid, Lender may exercise the option or right as Borrower's agent and attorney-in-fact pursuant to Section 6.01(j) above, or in Lender's own name or in the name of and on behalf of a nominee of Lender, as Lender may determine in the exercise of its sole and absolute discretion (exercised in good faith).

(p) All subleases entered into by Borrower (and all existing subleases modified or amended by Borrower) shall provide that such subleases are subordinate to the lien and security title of this Instrument and any extensions, replacements and modifications of this Instrument and the Obligations and that if Lender forecloses under this Instrument or enters into a new lease with any landlord under the Underlying Lease (or any portion thereof), then the sublessee shall attorn to Lender or its assignee and the sublease will

remain in full force and effect in accordance with its terms notwithstanding the termination of the Underlying Lease (or any portion thereof).

(q) The Underlying Lease has not been amended, modified, extended, renewed, substituted or assigned and Borrower has delivered to Lender true, accurate and complete copies thereof. Borrower hereby represents that the Underlying Lease or a legally valid memorandum thereof has been properly filed or recorded in the city, town, county or parish records (as appropriate) in which the real property covered thereby is located and that the filing and recording data for the same is accurately set forth in this Instrument.

(r) Borrower shall not waive, excuse, condone or in any way release or discharge the landlord under the Underlying Lease from such landlord's obligations and/or covenants under the Underlying Lease, or any other conditions under the Underlying Lease, without the prior written consent of Lender (which consent shall not be unreasonably withheld, conditioned or delayed).

The generality of the provisions of this Article VI relating to the Underlying Lease shall not be limited by other provisions of this Instrument setting forth particular obligations of Borrower which are also required of Borrower with respect to the Underlying Lease or the Land.

Section 6.02 Conveyance of Fee. For and in consideration of the sum of One and No/100ths Dollars (\$1.00) in hand paid by Lender to Underlying Lessor this date, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Underlying Lessor does hereby join in the execution of this Instrument and does hereby grant, bargain, sell, assign, transfer, pledge, mortgage, warrant and convey to Lender, and grants Lender security title to, the Land.

Section 6.03 Covenants. Underlying Lessor covenants and agrees with Lender as follows:

(a) Lender is and shall be a "Leasehold Mortgagee" and a "Mortgagee" as such terms are used in Article IX of the Underlying Lease and shall have all the rights and options accorded to a "Leasehold Mortgagee" and a "Mortgagee" under the Underlying Lease.

(b) During the term of the Loan, Underlying Lessor shall not enter into, place, encumber, or agree to a mortgage or any other security title, security lien, or encumbrance on Underlying Lessor's fee estate in the Land, other than this Instrument and the Assignment.

(c) Underlying Lessor shall notify Lender promptly in writing of (i) the occurrence of any material default by the tenant under the Underlying Lease or the occurrence of any event which, with the passage of time or service of notice, or both, would constitute a material default by the tenant under the Underlying Lease, and (ii) the receipt by Underlying Lessor of any notice (written or otherwise) from the tenant under the Underlying Lease noting or claiming the occurrence of any default by Underlying Lessor under the Underlying Lease or the occurrence of any event which, with the passage of time or service of notice, or both, would constitute a default by Underlying Lessor under the Underlying Lease. Underlying Lessor shall deliver to Lender a copy of any such written notice of default.

(d) Underlying Lessor hereby warrants, agrees and confirms that Lender has registered with Underlying Lessor such that Lender shall not be required to take any further action in order to receive a copy of any notice or other communication (i) with respect to any claim that a default exists or is about to exist under the Underlying Lease or (ii) changing Underlying Lessor's address. For purposes of such notices from Underlying Lessor, Lender's address shall be:

VIP GP, LTD., in its capacity as general partner for
and on behalf of PGIM VIP MORTGAGE ACCOUNT, L.P.
c/o PGIM Real Estate Loan Services, Inc.
2100 Ross Avenue, Suite 2500
Dallas, Texas 75201
Attention: Asset Management Department
Reference Loan No. 706111254

With a copy of notices sent to Lender to:

VIP GP, LTD., in its capacity as general partner for
and on behalf of PGIM VIP MORTGAGE ACCOUNT, L.P.
c/o PGIM Real Estate Loan Services, Inc.
2100 Ross Avenue, Suite 2500
Dallas, Texas 75201
Attention: Legal Department
Reference Loan No. 706111254

Section 6.04 Underlying Lessor Representations. Underlying Lessor hereby further represents and warrants to Lender as follows:

(a) The term of the Underlying Lease commenced on April 17, 2007 and shall terminate on February 1, 2024. There has been no change, modification, release, waiver or similar action with respect to the Underlying Lease or any term or condition thereof.

(b) The Underlying Lease is in full force and effect and free from any default by either party. Underlying Lessor has no knowledge of any default under the Underlying Lease, which presently exists, or any condition which, with the passage of time or giving of notice or both, would become a default under the Underlying Lease, either by Borrower or Underlying Lessor.

(c) All improvements to the Property required to be built by Borrower have been fully and satisfactorily completed by Borrower.

(d) Underlying Lessor is a public body corporate and politic duly organized, validly existing and in good standing under the laws of its state of formation; and is duly qualified to transact business and in good standing in the State of Georgia; and has all necessary approvals, governmental and otherwise, and full power and authority to own its properties (including fee simple title to the Land) and carry on its business as now conducted and proposed to be conducted.

(e) The execution, delivery and performance of the Documents (1) are within the power of the Underlying Lessor under its organizational documents; (2) have been authorized by all requisite corporate or governmental action; (3) have received all necessary approvals and consents, corporate, governmental or otherwise; (4) will not violate, conflict with, result in a breach of or constitute (with notice or passage of time, or both) a default under any provisions of law, any order or judgment of any court or governmental authority, the bylaws or other governing instrument of Underlying Lessor, or any indenture, agreement or other instrument to which Underlying Lessor is a party or by which it or any of its property is or may be bound or affected; (5) will not result in the creation or imposition of any lien, security title, charge or encumbrance whatsoever upon any of its properties or assets, except the lien, security title, and security interest created by the Documents; and (6) will not require any authorization or license from, or any filing

with, any governmental or other body (except for the recordation of this Instrument in the land records of Coweta County, Georgia, and except for filings required under the U.C.C. relating to the security interest created by the Documents.

(f) This Instrument and the Assignment constitute legal, valid and binding obligations of Underlying Lessor.

(g) No bankruptcy, reorganization, arrangement, insolvency or liquidation proceeding, or any other proceeding for the relief of borrowers, has been instituted by or against Underlying Lessor.

(h) Underlying Lessor shall provide Lender with immediate written notice in the event that Underlying Lessor's interest in the Land, or any portion thereof, shall become an asset in any voluntary or involuntary bankruptcy proceeding.

(i) Underlying Lessor has entered into this Instrument for the purpose of agreeing to the terms hereof and binding Underlying Lessor's interest in the Land to the terms of this Instrument.

Section 6.05 Additional Agreements by Underlying Lessor and Borrower Concerning the Underlying Lease.

(a) Each of Underlying Lessor and Borrower have executed this Instrument granting a lien in and security title to their separate estates in the Property for the purpose of granting to Lender such lien and security title as would cause the fee simple title to the Property to be sold free and clear of the Underlying Lease at a foreclosure sale. Underlying Lessor and Borrower hereby jointly and severally waive any right, arising at law or in equity, whether presently existing or subsequently accruing, whether to Underlying Lessor, Borrower, or anyone holding or claiming under or through either Underlying Lessor or Borrower, to have their separate estates sold separately upon foreclosure, whether under principles of marshalling or otherwise.

(b) In any action commenced to enforce the Obligations created or arising under the Documents, any resulting judgment or decree shall be enforceable against Underlying Lessor only to the extent of Underlying Lessor's interest in the Land and/or the Property or other property subject to any security interest securing the Note. Any execution on such judgment or decree, with respect to the assets of Underlying Lessor, shall be limited to the Land and/or the Property and/or other property subject to any security interest securing the Note, and Underlying Lessor shall not be personally liable for the payment of the indebtedness or other Obligations secured by this Instrument, nor shall execution on such judgment or decree resulting from any action to enforce the Obligations be, or be caused to be, a lien or security title on any other asset of Underlying Lessor other than the Land and/or the Property and/or other property subject to any security interest securing the Note.

(c) Underlying Lessor and Borrower each agree that neither this Instrument nor any obligation of Underlying Lessor and Borrower hereunder will be released, impaired or subordinated by any amendment to this Instrument or any other document or extension of time or waiver of right or remedy as to Underlying Lessor, Borrower, or any other party, or any other act or thing which, but for this provision, would be so released, impaired or subordinated.

(d) Under no circumstances shall Lender or any of its successors or assigns have any obligation or liability of any kind or nature based upon or arising under the Underlying Lease, regardless of

whether such obligation or liability (1) is an obligation or liability of either landlord or tenant under the Underlying Lease, or (2) arises either before or after Lender has acquired title to the Property.

(e) Underlying Lessor and Borrower each hereby acknowledge and agree that, except for the right of indemnification of the Underlying Lessor, all of the Underlying Lessor's rights and remedies under the Underlying Lease, including, without limitation, any rights of first refusal or any purchase rights, are subject to and subordinate to this Instrument. Borrower hereby further acknowledges and agrees that all of Borrower's rights and remedies under the Bond Security Deed are subject to and subordinate to this Instrument.

(f) Without first obtaining Lender's prior written consent, Underlying Lessor and Borrower shall not change, modify, amend or terminate the Underlying Lease (which consent shall not be unreasonably withheld, conditioned or delayed), except that Borrower may exercise its purchase option under the Underlying Lease without the prior written consent of Lender, in accordance with Section 6.01(k) above.

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ARTICLE VII - LOCAL LAW PROVISIONS

Section 7.01 WAIVER. BORROWER HEREBY WAIVES ANY RIGHT BORROWER MAY HAVE UNDER THE CONSTITUTION OR THE LAWS OF THE STATE OF GEORGIA OR THE CONSTITUTION OR THE LAWS OF THE UNITED STATES OF AMERICA TO NOTICE, OTHER THAN EXPRESSLY PROVIDED FOR IN THIS INSTRUMENT, OR TO A JUDICIAL HEARING PRIOR TO THE EXERCISE OF ANY RIGHT OR REMEDY PROVIDED BY THIS INSTRUMENT TO LENDER, AND BORROWER WAIVES BORROWER'S RIGHTS, IF ANY, TO SET ASIDE OR INVALIDATE ANY SALE DULY CONSUMMATED IN ACCORDANCE WITH THE PROVISIONS OF THIS INSTRUMENT ON THE GROUND (IF SUCH BE THE CASE) THAT THE SALE WAS CONSUMMATED WITHOUT A PRIOR JUDICIAL HEARING. ALL WAIVERS BY BORROWER IN THIS PARAGRAPH HAVE BEEN MADE VOLUNTARILY, INTELLIGENTLY, AND KNOWINGLY, AFTER BORROWER HAS BY BORROWER'S ATTORNEY BEEN FIRST APPRISED OF AND COUNSELED WITH RESPECT TO BORROWER'S POSSIBLE ALTERNATIVE RIGHTS.

(Initialed and Acknowledged by Borrower)

Section 7.02 Nature of Instrument. THIS INSTRUMENT is a deed passing title to Lender and is made under the laws of the State of Georgia relating to deeds to secure debt, and is not a mortgage, and is given to secure the performance and repayment of the Obligations. All references in this Instrument to Borrower as "mortgagor" shall be deemed to refer to Borrower as "grantor," and all references in this Instrument to Lender as "mortgagee" shall be deemed to refer to Lender as "grantee."

Section 7.03 No Novation. Lender's acceptance of an assumption of the obligations of this Instrument, the Loan Agreement and the Note, and any release of Borrower (if any) in connection with such assumption, shall not constitute a novation.

Section 7.04 Additional Provisions as to Remedies. Section 3.06 above is hereby amended by inserting the following immediately after the words "security interest hereof" and immediately preceding the period at the end of the last sentence of Section 3.06:

" , and Borrower hereby expressly waives any and all benefits Borrower may have under O.C.G.A. § 44-14-85 or any similar law to claim that the withdrawal of any foreclosure proceedings shall operate to rescind the acceleration of the maturity of the Obligations and to reinstate the Obligations upon the terms and conditions existing prior to such acceleration"

Section 7.05 Security Title. All references in this Instrument to a "lien" or "liens" shall be deemed modified to include "security title" within the meaning of such term.

Section 7.06 Attorneys' Fees. As used in this Instrument, "attorneys' fees", "reasonable attorneys' fees" and similar phrases shall mean "reasonable attorneys' fees actually incurred" and not the statutory attorneys' fees specified in O.C.G.A. § 13-1-11(a)(2) calculated as a percentage of principal and interest or indebtedness.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]
[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the undersigned have executed this Instrument under seal as of the day first set forth above.

Signed, sealed, and delivered as to the foregoing
date in the presence of the following witnesses:

Witness

Notary Public

Commission Expiration Date: _____

[NOTARY SEAL]

BORROWER:

US INDUSTRIAL REIT II, a Texas real estate
investment trust

By: _____ [SEAL]

Name: _____

Title: _____

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

[SIGNATURES CONTINUED FROM PREVIOUS PAGE]

Signed, sealed, and delivered as to the foregoing
date in the presence of the following witnesses:

Witness

Notary Public

Commission Expiration Date:

[NOTARY SEAL]

UNDERLYING LESSOR:

**COWETA COUNTY DEVELOPMENT
AUTHORITY**

By: _____
Name: _____
Title: Chairman

Attest: _____
Name: _____
Title: _____

EXHIBIT A

LEGAL DESCRIPTION (PetSmart Distribution Center)

Parcel I:

All that tract or parcel of land lying and being in Land Lots 82 and 111 of the 5th Land District, Coweta County, Georgia, said tract or parcel of land being more particularly described as follows;

Beginning at a 1/2" iron pin set at the Northwest right-of-way corner of Walt Sanders Memorial Drive (80 ft R/W, per Plat Book 69 Page 242).

Thence leaving right-of-way corner of Walt Sanders Memorial Drive, North 32 degrees 00 minutes 00 seconds West for a distance of 500.55 feet to a 1/2" iron pin set;

Thence North 58 degrees 34 minutes 01 seconds West for a distance of 627.49 feet to a 1/2" iron pin set on the Southeasterly right-of-way line of Interstate Highway I-85 (R/W varies per Georgia Department of Transportation Project Number I85-1(37));

Thence along the Southeasterly right-of-way line of Interstate Highway I-85 the following courses and distances, North 32 degrees 57 minutes 49 seconds East for a distance of 173.29 feet to a concrete right-of-way monument found;

Thence North 45 degrees 11 minutes 20 seconds East for a distance of 278.33 feet to a 1/2" iron pin set;

Thence leaving the Southeasterly right-of-way line of Interstate Highway I-85, North 89 degrees 40 minutes 03 seconds East for a distance of 197.30 feet to a 3/8" iron pin found;

Thence South 67 degrees 25 minutes 10 seconds East for a distance of 501.86 feet to a concrete right-of-way monument found;

Thence North 31 degrees 03 minutes 56 seconds East for a distance of 223.79 feet to a 3/8" iron pin found;

Thence South 89 degrees 56 minutes 36 seconds East for a distance of 913.16 feet to a point;

Thence South 01 degrees 15 minutes 18 seconds East for a distance of 169.27 feet to a point;

Thence South 52 degrees 48 minutes 16 seconds East for a distance of 174.60 feet to a point;

Thence South 36 degrees 55 minutes 52 seconds East for a distance of 123.66 feet to a point;

Thence South 76 degrees 19 minutes 19 seconds East for a distance of 69.72 feet to a point;

Thence South 31 degrees 35 minutes 10 seconds East for a distance of 51.31 feet to a point;

Thence South 19 degrees 10 minutes 56 seconds West for a distance of 37.93 feet to a point;

Thence South 81 degrees 29 minutes 59 seconds West for a distance of 76.69 feet to a point;

Thence South 33 degrees 02 minutes 55 seconds West for a distance of 188.48 feet to a point;

Thence South 32 degrees 21 minutes 46 seconds East for a distance of 337.71 feet to a point;
 Thence South 78 degrees 25 minutes 51 seconds East for a distance of 53.09 feet to a point;
 Thence South 15 degrees 55 minutes 05 seconds West for a distance of 55.22 feet to a point;
 Thence South 02 degrees 36 minutes 31 seconds East for a distance of 136.60 feet to a point;
 Thence South 23 degrees 48 minutes 36 seconds East for a distance of 142.68 feet to a point;
 Thence South 08 degrees 57 minutes 17 seconds West for a distance of 193.15 feet to a point;
 Thence South 33 degrees 27 minutes 20 seconds East for a distance of 72.59 feet to a point;
 Thence South 11 degrees 03 minutes 00 seconds East for a distance of 104.80 feet to a point;
 Thence South 09 degrees 03 minutes 08 seconds West for a distance of 75.13 feet to a point;
 Thence South 62 degrees 33 minutes 32 seconds West for a distance of 46.01 feet to a point;
 Thence South 36 degrees 03 minutes 37 seconds West for a distance of 128.08 feet to a point;
 Thence South 59 degrees 21 minutes 29 seconds West for a distance of 94.28 feet to a point;
 Thence South 09 degrees 59 minutes 08 seconds West for a distance of 85.54 feet to a point;
 Thence South 01 degrees 35 minutes 46 seconds East for a distance of 87.23 feet to a point;
 Thence South 29 degrees 19 minutes 14 seconds West for a distance of 179.76 feet to a point;
 Thence South 10 degrees 33 minutes 29 seconds West for a distance of 50.63 feet to a point;
 Thence South 74 degrees 52 minutes 51 seconds West for a distance of 62.28 feet to a point;
 Thence South 18 degrees 45 minutes 19 seconds East for a distance of 109.54 feet to a point;
 Thence South 60 degrees 38 minutes 00 seconds West for a distance of 109.66 feet to a point;
 Thence South 41 degrees 10 minutes 02 seconds West for a distance of 212.63 feet to a point;
 Thence North 32 degrees 05 minutes 10 seconds West for a distance of 866.11 feet to a 1/2" iron pin set;
 Thence South 58 degrees 56 minutes 27 seconds West for a distance of 50.01 feet to a 1/2" iron pin found;
 Thence North 32 degrees 05 minutes 10 seconds West for a distance of 851.29 feet to a 1/2" iron pin found;
 Thence South 58 degrees 54 minutes 20 seconds West for a distance of 41.79 feet to a 1/2" iron pin set at the Northeasterly corner of Walt Sanders Drive;
 Thence along the Northeasterly right-of-way line of Walt Sanders Drive North 32 degrees 00 minutes 00 seconds West for a distance of 79.86 feet to a 1/2" iron pin set on the Northwesterly corner of Walt Sanders

Drive, said 1/2" iron pin set being the Point of Beginning. Said tract or parcel of land contains 73.437 acres or 3,198,936 square feet.

Parcel II:

Easements appurtenant to the subject property as contained in that certain Declaration of Drainage and Access Easements dated April 18, 2007 and recorded April 20, 2007 in Deed Book 3171, Page 541, Coweta County, Georgia Records.

Parcel III:

Easements appurtenant to the subject property as contained in that certain Roadway Easement Agreement dated April 11, 2007 and recorded April 20, 2007 in Deed Book 3171, Page 528, Coweta County, Georgia Records.

Parcel IV:

Easements appurtenant to the subject property as contained in that certain Amended and Restated Declaration of Covenants, Restrictions, Easement and Assessments made by Coweta County Development Authority, dated March 1, 1993, files for record March 10, 1993 and recorded in Deed Book 740, Page 382, aforesaid records; re-recorded in Deed Book 946, Page 219, aforesaid records; as amended by First Amendment to the Amended and Restated Declaration of Covenants, Restrictions, Easements and Assessments, dated March 27, 1995, filed for record July 25, 1995 and recorded in Deed Book 948, Page 192, aforesaid records.

EXHIBIT B

DESCRIPTION OF PERSONAL PROPERTY SECURITY

All of Borrower's right, title and interest in, to and under the following:

1. All machinery, apparatus, goods, equipment, materials, fittings, fixtures, chattels, and tangible personal property, and all appurtenances and additions thereto and betterments, renewals, substitutions, and replacements thereof, owned by Borrower, wherever situate, and now or hereafter located on, attached to, contained in, or used or usable in connection with the real property described in Exhibit A attached hereto and incorporated herein (the "**Land**"), and all improvements located thereon (the "**Improvements**") or placed on any part thereof, though not attached thereto, including all screens, awnings, shades, blinds, curtains, draperies, carpets, rugs, furniture and furnishings, heating, electrical, lighting, plumbing, ventilating, air-conditioning, refrigerating, incinerating and/or compacting plants, systems, fixtures and equipment, elevators, hoists, stoves, ranges, vacuum and other cleaning systems, call systems, sprinkler systems and other fire prevention and extinguishing apparatus and materials, motors, machinery, pipes, ducts, conduits, dynamos, engines, compressors, generators, boilers, stokers, furnaces, pumps, tanks, appliances, equipment, fittings, and fixtures.
2. All funds, accounts, deposits, instruments, documents, contract rights, general intangibles, notes, and chattel paper arising from or by virtue of any transaction related to the Land, the Improvements, or any of the personal property described in this Exhibit B.
3. All permits, licenses, franchises, certificates, and other rights and privileges now held or hereafter acquired by Borrower in connection with the Land, the Improvements, or any of the personal property described in this Exhibit B.
4. All right, title, and interest of Borrower in and to the name and style by which the Land and/or the Improvements is known, including trademarks and trade names relating thereto.
5. All right, title, and interest of Borrower in, to, and under all plans, specifications, maps, surveys, reports, permits, licenses, architectural, engineering and construction contracts, books of account, insurance policies, and other documents of whatever kind or character, relating to the use, construction upon, occupancy, leasing, sale, or operation of the Land and/or the Improvements.
6. All interests, estates, or other claims or demands, in law and in equity, which Borrower now has or may hereafter acquire in the Land, the Improvements, or the personal property described in this Exhibit B.
7. All right, title, and interest owned by Borrower in and to all options to purchase or lease the Land, the Improvements, or any other personal property described in this Exhibit B, or any portion thereof or interest therein, and in and to any greater estate in the Land, the Improvements, or any of the personal property described in this Exhibit B.
8. All of the estate, interest, right, title, other claim or demand, both in law and in equity, including claims or demands with respect to the proceeds of insurance relating thereto, which Borrower now has or may hereafter acquire in the Land, the Improvements, or any of the personal property described in this Exhibit B, or any portion thereof or interest therein, and any and all awards made for the taking by eminent domain, or by any proceeding or purchase in lieu thereof, of the whole or any part of such

property, including without limitation, any award resulting from a change of any streets (whether as to grade, access, or otherwise) and any award for severance damages.

9. All right, title, and interest of Borrower in and to all contracts, permits, certificates, licenses, approvals, utility deposits, utility capacity, and utility rights issued, granted, agreed upon, or otherwise provided by any governmental or private authority, person or entity relating to the ownership, development, construction, operation, maintenance, marketing, sale, or use of the Land and/or the Improvements, including all of Borrower's rights and privileges hereto or hereafter otherwise arising in connection with or pertaining to the Land and/or the Improvements, including, without limiting the generality of the foregoing, all water and/or sewer capacity, all water, sewer and/or other utility deposits or prepaid fees, and/or all water and/or sewer and/or other utility tap rights or other utility rights, any right or privilege of Borrower under any loan commitment, lease, contract, declaration of covenants, restrictions and easements or like instrument, developer's agreement, or other agreement with any third party pertaining to the ownership, development, construction, operation, maintenance, marketing, sale, or use of the Land and/or the Improvements.

AND ALL PROCEEDS AND PRODUCTS OF THE FOREGOING PERSONAL PROPERTY DESCRIBED IN THIS EXHIBIT B.

A PORTION OF THE ABOVE DESCRIBED GOODS ARE OR ARE TO BE AFFIXED TO THE REAL PROPERTY DESCRIBED IN EXHIBIT A.

UNDERLYING LESSOR IS THE RECORD TITLE HOLDER AND OWNER OF THE FEE INTEREST IN THE REAL PROPERTY DESCRIBED IN EXHIBIT A, AND BORROWER IS THE RECORD HOLDER OF LEASEHOLD TITLE TO THE REAL PROPERTY DESCRIBED IN EXHIBIT A.

ALL TERMS USED IN THIS EXHIBIT B (AND NOT OTHERWISE DEFINED IN THIS EXHIBIT B) SHALL HAVE THE MEANING, IF ANY, ASCRIBED TO SUCH TERM UNDER THE UNIFORM COMMERCIAL CODE AS ADOPTED AND IN FORCE IN THE JURISDICTION IN WHICH THIS FINANCING STATEMENT HAS BEEN FILED/RECORDED (THE "U.C.C.").

WITH RESPECT TO ANY FINANCING STATEMENT TO WHICH THIS EXHIBIT B IS ATTACHED, THE TERM "BORROWER" SHALL MEAN "DEBTOR" AS SUCH TERM IS DEFINED IN THE U.C.C.