

ASSIGNMENT OF ASSIGNMENT OF LEASES AND RENTS

ARGENTIC REAL ESTATE INVESTMENT LLC,
a Delaware limited liability company

(Assignor)

in favor of

AREIT WH IV LLC,
a Delaware limited liability company

(Assignee)

Dated: As of June 16, 2021

Location: 100 Huntley Apartment Drive
Pelham, Alabama 35124

County: Shelby County

This Instrument Prepared By and Record and Return to:

Kelley Drye & Warren LLP
One Jefferson Road
Parsippany, New Jersey 07054
Attention: Stephen G. Hauck, Esq.

ASSIGNMENT OF ASSIGNMENT OF LEASES AND RENTS

THIS ASSIGNMENT OF ASSIGNMENT OF LEASES AND RENTS (this "Assignment"), made and entered into as of the 16th day of June, 2021, is made by **ARGENTIC REAL ESTATE INVESTMENT LLC**, a Delaware limited liability company, having an address at 31 West 27th Street, 12th Floor, New York, New York 10001 ("Assignor"), in favor of **AREIT WH IV LLC**, a Delaware limited liability company, having an address at c/o Argentic Real Estate Investment LLC, 31 West 27th Street, 12th Floor, New York, New York 10001 ("Assignee").

W I T N E S S E T H

WHEREAS, Assignor is the present legal and equitable owner and holder of that certain Promissory Note, dated as of June 16, 2021, executed by GWR HUNTLEY PARTNERS, LLC, a Delaware limited liability company, as maker, having its principal place of business at 2000 West Loop South, Suite 1050, Houston, Texas 77027 (together with its successors and permitted assigns, "Borrower"), and made payable to the order of Assignor in the stated principal amount of TWENTY MILLION EIGHT HUNDRED THIRTY-SEVEN THOUSAND AND NO/100 DOLLARS (\$20,837,000.00) (the "Note"); and

WHEREAS, the Note is secured, inter alia, by the Assignment of Leases (as hereinafter defined); and

NOW, THEREFORE, in consideration of the premises above set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and agreed, Assignor and Assignee hereby covenant and agree as follows:

1. Assignment. Assignor does hereby transfer, assign, grant and convey to Assignee, its successors and permitted assigns, all of the right, title and interest of Assignor in and to the following described instrument relating to that certain real property more particularly described on Exhibit A annexed hereto and made a part hereof (the "Premises") and does hereby grant and delegate to Assignee, its successors and permitted assigns, any and all of the duties and obligations of Assignor thereunder from and after the date hereof:

That certain Assignment of Leases and Rents, dated as of June 16, 2021, from Borrower, as assignor, to Assignor, as assignee, and recorded on June 18, 2021 in the Official Records of Shelby County, Alabama, as Instrument Number 20210618000299090 (the "Assignment of Leases"), encumbering the Premises, together with the Note and any other notes and bonds secured thereby.

2. Assumption. From and after the date hereof, Assignee hereby accepts this Assignment and assumes and agrees to observe, perform and be bound by all of the terms, covenants, agreements, conditions and obligations of the Assignment of Leases required to be observed or performed by Assignor thereunder.

3. Representations and Warranties of Assignor. This Assignment is an absolute assignment. This Assignment is made without recourse, representation or warranty, express or implied, upon Assignor, except as expressly set forth herein. Assignor hereby warrants and represents to Assignee that:

Prior to the execution hereof, Assignor has not sold, transferred, assigned, conveyed, pledged or endorsed any right, title or interest in the Assignment of Leases that remains outstanding to any person or entity other than Assignee; and

Assignor has full right and power to sell and assign the same to Assignee subject to no interest or participation of, or agreement with, any party other than Assignee.

4. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State in which the Premises are located.

5. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

6. Headings. The headings of the paragraphs of this Assignment have been included only for convenience, and shall not be deemed in any manner to modify or limit any of the provisions of this Assignment or be used in any manner in the interpretation of this Assignment.

7. Interpretation. Whenever the context so requires in this Assignment, all words used in the singular shall be construed to have been used in the plural (and vice versa), each gender shall be construed to include any other genders, and the word "person" shall be construed to include a natural person, a corporation, a firm, a partnership, a joint venture, a trust, an estate or any other entity.

8. Partial Invalidity. Each provision of this Assignment shall be valid and enforceable to the fullest extent permitted by law. If any provision of this Assignment or the application of such provision to any person or circumstance shall, to any extent, be invalid or unenforceable, then the remainder of this Assignment, or the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected by such invalidity or unenforceability.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the day and year first above written.

ASSIGNOR:

ARGENTIC REAL ESTATE INVESTMENT LLC,
a Delaware limited liability company

By: Argentic Investment Management LLC,
its Investment Manager


By: 
Name: Ryan Supple
Title: Authorized Signatory

ACKNOWLEDGMENT

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On the 14 day of JUNE in the year 2021, before me, the undersigned, a notary public in and for said State, personally appeared Ryan Supple, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person on behalf of which the individual acted, executed the instrument.

ALESSANDRA CROCITTO
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01CR640671
Qualified In New York County
My Commission Expires March 23, 2024


Notary Public

ASSIGNEE:

AREIT WH IV LLC,
a Delaware limited liability company

By: Argentic Real Estate Investment LLC,
its sole member

By: Argentic Investment Management LLC,
its Investment Manager

By:


Name: Ryan Supple
Title: Authorized Signatory

ACKNOWLEDGMENT

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On the 14 day of June in the year 2021, before me, the undersigned, a notary public in and for said State, personally appeared Ryan Supple, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person on behalf of which the individual acted, executed the instrument.

ALESSANDRA CROCITTO
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01CR640671
Qualified in New York County
My Commission Expires March 23, 2024



Notary Public

EXHIBIT A
TO ASSIGNMENT OF ASSIGNMENT OF LEASES AND RENTS

LEGAL DESCRIPTION

PARCEL I:

A parcel of land situated in the northwest quarter of the northwest quarter of Section 30, Township 20 South, Range 2 West, Shelby County, Alabama, and being more particularly described as follows:

Begin at the northwest corner of said Section 30, said point being the point of beginning; thence south 89° 26' 05" east along north line of said 1/4-1/4 section a distance of 625.00 feet; thence south 00° 26' 48" west a distance of 1310.02 feet; thence north 89° 22' 20" west a distance of 625.00 feet; thence north 00° 26' 48" east a distance of 1309.34 feet to the point of beginning.

LESS AND EXCEPT the following:

Commence at the northwest corner of Section 30, Township 20 South, Range 2 West, and thence south 89° 26' 05" east a distance of 586.51 feet to the point of beginning; thence south 89° 26' 05" east a distance of 38.49 feet; thence south 00° 26' 48" west a distance of 359.29 feet; thence with a curve turning to the right with an arc length of 364.74 feet, with a radius of 780.00 feet, with a chord bearing of north 05° 40' 02" west with a chord length of 361.42 feet, which is the point of beginning.

PARCEL II:

Rights obtained that constitute an interest in real estate under that certain Declaration of Utility Easement by C&A Enterprises, L.L.C., an Alabama limited liability company, Cole Investment Realty, LLC, an Alabama limited liability company, Awtry Investment Realty, LLC, an Alabama limited liability company, and Huntley Hall Apartments, Ltd., an Alabama limited partnership, dated June 10, 2004, filed June 10, 2004, and recorded in Instrument Number 20040610000314500, as affected by the dedication of Huntley Parkway according to the Resurvey of Lots 1, 2, 3, 4, 5, 7 and 8 Pelham Town Center as recorded in Map Book 40, Page 87, in the Probate of Shelby County, Alabama.



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
08/01/2022 03:32:42 PM
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Allen S. Bayl