

Prepared by and Return to:

Joseph A. Probasco, Esq.  
Bush Ross, P.A.  
1801 North Highland Avenue  
Tampa, Florida 33602

This instrument provides additional security for indebtedness secured by a Mortgage recorded contemporaneously herewith and upon which the mortgage recordation privilege tax imposed by Alabama Code §40-22-2 has been paid.

## ASSIGNMENT OF LEASES AND RENTS

This ASSIGNMENT OF LEASES AND RENTS (the "Assignment") is made this 24th day of August, 2022, by and from **INVERNESS OFFICE PARK AL, LLC**, a Delaware limited liability company ("Assignor" and "Grantor" for purposes of recordation), whose address is 200 Lake Avenue, 2nd Floor, Lake Worth Beach, Florida 33460, to and for **TRUIST BANK**, a North Carolina banking corporation, its successors and/or assigns, as their interests may appear, having a mailing address of P.O. Box 1290, Whiteville, North Carolina 28472 ("Assignee" and "Grantee" for purposes of recordation).

Assignor is the sole owner of that certain real property situated in Shelby County, Alabama, and more particularly described in **Exhibit A** attached hereto and incorporated by reference herein (the "Property"). The Property is subject to that certain Mortgage, Security Agreement and Fixture Filing of even date granted by Assignor to Assignee and recorded concurrently herewith in the Office of the Judge of Probate for Shelby County, Alabama (as the same may be modified or supplemented from time to time, the "Mortgage"), which has been given as security for that certain Promissory Note of even date in the original principal sum of Fifteen Million Four Hundred Thirty-One Thousand Seven Hundred and No/100 Dollars (\$15,431,700.00) made by Assignor payable to the order of Assignee (together with any renewals, extensions, modifications, restatements, amendments, consolidations, substitutions or refinancings thereof collectively, the "Note"). The Note, the Mortgage, this Assignment and any promissory notes, advance agreements, other evidences of indebtedness, loan agreements, credit agreements, security agreements, financing statements, guaranty agreements, applications and agreements for commercial or standby letters of credit, certificates, instruments and other documents executed in connection therewith or related to the Note, whether executed contemporaneously with the Note or any time thereafter, and all renewals, extensions, modifications, restatements, amendments, substitutions, consolidations, and refinancings thereof and therefor shall constitute "Loan Documents" hereunder.

For good and valuable consideration, Assignor hereby absolutely and unconditionally assigns, grants a continuing security interest in, sets over and transfers to Assignee all of Assignor's rights, title and interest in: (a) income, rents (including, if applicable, all hotel room rents), receivables, security or similar deposits, revenues, issues, royalties, profits, earnings, products and proceeds from any and all of the Property, whether now existing or hereafter arising, (collectively, the "Rents, Issues and Profits") together with the right, power and authority to collect the same; (b) all leases, written or oral, now in existence or hereafter arising, all other agreements for the use and occupancy of all or any portion of the Property, and any and all extensions or renewals of any thereof (individually

each a "Lease," and collectively, the "Leases"), together with the right, power and authority of Assignor to alter, modify or change the terms thereof, or surrender, cancel or terminate the same; and (c) any and all guarantees of any obligations, whether now existing or hereafter arising, of any lessee under each of the Leases. **The assignment of the Rents, Issues and Profits in this Assignment is a present, unconditional and absolute assignment from Assignor to Assignee made in connection with an obligation secured by the Property, and not merely the passing of a security interest. Immediately upon the execution hereof, this Assignment gives Assignee the right to receive and collect the Rents, Issues and Profits and to apply them to the payment of the sums secured hereby.** Notwithstanding that this assignment is effective immediately, so long as no Event of Default (as hereinafter defined) exists, Assignor shall have the privilege under a revocable license granted hereby to exercise all of Assignor's rights as landlord or lessor under the Leases, including, without limitation, to collect the Rents, Issues and Profits (as they become due, but not more than one (1) month prior to accrual). Assignor shall receive and hold such Rents, Issues and Profits in trust as a fund to be applied, and Assignor hereby covenants and agrees that such Rents, Issues and Profits shall be so applied, first to the operation, maintenance and repair of the Property, including, without limitation, the payment of taxes and insurance, and the payment of interest, principal and other sums becoming due under the Indebtedness (as hereinafter defined), before retaining and/or disbursing any part of the Rents, Issues and Profits for any other purpose. The license herein granted to Assignor shall automatically, without notice or any other action by Assignee, terminate upon the occurrence of an Event of Default, and all Rents, Issues and Profits subsequently collected or received by Assignor shall be held in trust by Assignor for the sole and exclusive benefit of Assignee. Nothing contained in the foregoing paragraph, and no collection by Assignee of the Rents, Issues and Profits, shall be construed as imposing on Assignee any of the obligations of the landlord or lessor under the Leases.

This Assignment shall secure the following (collectively, the "Indebtedness"):

- A. All principal, interest, and other amounts, costs, fees, charges, and expenses payable to Assignee under the Note or any Loan Document, together with all renewals, extensions, modifications, restatements, amendments, consolidations, substitutions and refinancings of the foregoing, and any obligations of Assignor under interest rate swap transactions, interest rate cap and/or floor transactions, interest rate collar transactions, swap agreements or other similar transactions or agreements;
- B. All future advances, future obligations and readvances made by Assignee to Assignor to the same extent as if such future advances were made on the date of the execution hereof, even if no advance is made at the time of such execution or if no amount is owed or outstanding at the time any such advance is made, including, without limitation, any advances to pay any draft or drawing on any commercial or standby letter of credit issued on the account of Assignor, whether or not the advances are related or unrelated to the purpose of the loan evidenced by the Note, are of the same class as the loan evidenced by Note, made pursuant to a commitment, are obligatory or made at the option of Assignee or otherwise, and whether such advances are made before or after default, maturity or other similar events;
- C. All obligations of Assignor to Assignee or any affiliate of Assignee for any services, including, but not limited to, treasury or other cash management services, merchant services processing, payroll services, and business or commercial credit card; and
- D. The payment, performance and discharge of each and every obligation, covenant and agreement contained herein or in any Loan Document, or in any other obligation of Assignor to Assignee, and all costs of collection as provided in the Note, the Mortgage or the other Loan Documents.

This Assignment is made on the following additional terms, representations, warranties, covenants and conditions:

1. **WARRANTIES OF ASSIGNOR.** Assignor warrants to Assignee that: (a) Assignor has the full right, power and authority to enter into this Assignment; (b) Assignor is the sole owner of the entire interest, as lessor, in the Leases; (c) to the current, actual knowledge of Assignor, the Leases are valid and enforceable and have not been altered, modified or amended in any manner whatsoever except as previously disclosed to and accepted by Assignee in writing; (d) to the current, actual knowledge of Assignor, no lessee named therein is in default under any of the terms, covenants or conditions of any Lease; (e) no rent reserved in any Lease has been assigned or anticipated; (f) to the current, actual knowledge of Assignor, rent for any period subsequent to the date of this



Assignment has not been collected more than one month in advance of the time when the same is due under the terms of any Lease; (g) Assignor has full right and title to assign and convey the Leases and all Rents, Issues and Profits thereunder; (h) Assignor is entitled to receive the Rents, Issues and Profits free and clear of all rights, loans, liens, encumbrances and claims except as disclosed to and accepted by Assignee in writing; and (i) no other assignment of any interest in the Leases or the Rents, Issues and Profits has been made.

**2. COVENANTS OF ASSIGNOR.** Assignor covenants and agrees with Assignee: (a) to observe and perform all obligations imposed on lessor under the Leases; (b) to give prompt notice to Assignee of any notice of default under any Leases received or given by Assignor together with a complete copy of any such notice; (c) at the sole cost and expense of Assignor, to enforce, short of termination of any Lease, the performance or observance of each and every covenant and condition thereof by all parties thereto; (d) not to do or permit to be done anything to impair the security of any Lease; (e) not to pay or collect any of the Rents, Issues and Profits arising or accruing under the Leases or from the Property more than one month in advance of the time when the same becomes due without Assignee's prior written consent; (f) not to execute any other assignment of interest in the Leases or assignment of Rents, Issues and Profits arising or accruing from the Leases or from the Property; (g) not to subordinate any Lease to any other encumbrance or permit, consent or agree to such subordination without Assignee's prior written consent; and (h) at Assignee's request, to execute and deliver at the request of Assignee all such further assurances and assignments in the Property as Assignee shall from time to time require. Except as expressly permitted pursuant to the terms of the Loan Documents, Assignor shall not: (i) alter, modify or change the terms of any Lease or give any consent or exercise any option required or permitted by such terms without the prior written consent of Assignee, except in the exercise of Assignor's commercially reasonable, good faith business judgment; (ii) cancel or terminate any Lease or accept a surrender thereof except in the exercise of Assignor's commercially reasonable, good faith business judgment or convey or transfer or suffer or permit a conveyance or transfer of the leased premises thereby or of any interest therein so as to effect, directly or indirectly, a merger of the estates and rights of, or a termination or diminution of the obligations of, any party thereunder; (iii) alter, modify or change the terms of any guaranty of any Lease or cancel or terminate such guaranty without the prior written consent of Assignee, except in the exercise of Assignor's commercially reasonable, good faith business judgment; or (iv) consent to any assignment of or subletting under any Lease, whether or not in accordance with its terms, without the prior written consent of Assignee.

**3. RIGHT TO RECEIVE AND COLLECT RENTS.** Upon the occurrence of an Event of Default, Assignee shall have the right to collect and receive at the time of, but not prior to, the date provided for the payment thereof, all Rents, Issues and Profits arising under the Leases. Unless and until Assignee shall notify Assignor to the contrary following the occurrence of an Event of Default, Assignor shall collect all Rents, Issues and Profits arising from the Leases. In connection with the right to receive and collect Rents, Issues and Profits, Assignee is hereby given and granted the following rights, powers and authority:

(a) Assignee may send notices to any and all lessees of the Property advising them of this Assignment and, following the occurrence of an Event of Default, directing all Rents, Issues and Profits be paid directly to Assignee or its agents. Assignor, as the lessor under any Lease, hereby authorizes and directs the lessee named in any such Lease or any other or future lessee or occupant of the Property described therein, upon receipt from Assignee of written notice that Assignee is then the holder of the Note or any other evidence of the Indebtedness to pay over to Assignee all Rents, Issues and Profits arising or accruing under such Leases or from the Property and to continue so to do until otherwise notified by Assignee.

(b) Following the occurrence of an Event of Default, Assignee may enter upon and take possession of the Property; demand, collect and receive from lessees or from any other persons liable therefor, all of the Rents, Issues and Profits; institute and carry on all legal proceedings necessary for the protection of the Property, including such proceedings as may be necessary to recover possession of the Property; and collect the Rents, Issues and Profits and remove any lessee or other persons from the Property.

(c) Following the occurrence of an Event of Default, Assignee may enter upon the Property and maintain same and keep the same in repair and pay all costs associated therewith.

(d) Following the occurrence of an Event of Default, Assignee may obtain and maintain general liability insurance, boiler insurance, plate glass insurance, rent insurance and workers' compensation insurance, hazard insurance and generally such other insurance as is customarily obtained and maintained by an owner of

real property of the Property's style and kind, or as Assignee may deem advisable or necessary to effect, and to pay the premiums and charges therefor out of the Rents, Issues and Profits and other revenues received.

(e) Following the occurrence of an Event of Default, Assignee may do any and all things and acts with respect to the Property as Assignee deems reasonably appropriate and act exclusively and solely in place and stead of Assignor and shall have all the powers of Assignor in dealing with the Property.

**4. APPLICATION OF RENTS.** All reasonable, out-of-pocket costs and expenses incurred by Assignee in connection with the Property shall be for the account of Assignor and Assignee may pay such costs and expenses from the Rents, Issues and Profits. Assignee, in its sole discretion shall determine the application of any and all Rents, Issues and Profits received by it; however, any such Rents, Issues and Profits received by Assignee which are not applied to such costs and expenses shall be applied to the Indebtedness in such order and such manner as Assignee may elect or as otherwise set forth in the Loan Documents. All such expenditures made by Assignee under this Assignment and not reimbursed from the Rents, Issues and Profits shall become a part of the Indebtedness secured by this Assignment, and shall be payable on demand, with interest at the Note rate, from time to time in effect, from the date of expenditure until paid.

**5. FULL PERFORMANCE.** Upon payment and performance in full of the Indebtedness and all other obligations due under the Loan Documents, this Assignment shall become and be void and of no effect, but the affidavit, certificate, letter or statement of any officer, agent or attorney of Assignee showing any part of the Indebtedness to remain unpaid or unperformed shall be and constitute conclusive evidence of the validity, effectiveness, and continuing force of this Assignment and any person may, and is hereby authorized to, rely thereon. The release or recorded satisfaction of the Mortgage shall be deemed conclusive evidence of the release or satisfaction of this Assignment.

**6. CONDEMNATION AWARDS.** Assignor hereby assigns to Assignee any portion of any award payable by reason of condemnation action under the right of eminent domain and directs that such award shall be paid directly to Assignee.

**7. EVENTS OF DEFAULT.** The occurrence of any of the following shall constitute an event of default under this Assignment (each an "Event of Default"):

(a) An Event of Default (as defined therein) occurs under that certain Loan Agreement dated of even date herewith by and among Assignee, Assignor and the guarantors party thereto (as may be amended from time to time, the "Loan Agreement"), or the occurrence of any event of default under any other Loan Document, subject to any applicable grace or cure and notice periods set forth therein.

(b) Assignor fails to perform or comply with any of the obligations set forth in this Assignment, and such failure continues beyond that date which is thirty (30) days after the earlier of (i) the date on which Assignee notifies Assignor of such failure or (ii) Assignor's knowledge of such failure; provided, however, that such period shall be extended in accordance with Section 9.3 of the Loan Agreement, as applicable, in accordance with the terms and conditions thereof.

**8. RIGHTS AND REMEDIES.** Without limiting or restricting any rights of Assignee granted under this Assignment, upon the occurrence of any Event of Default and at any time thereafter, Assignee may exercise any one or more of the following rights and remedies, in addition to any other rights and remedies provided by law:

(a) Assignee shall have the right at its option without notice to Assignor to declare the entire Indebtedness immediately due and payable, including any prepayment penalty that would be required to be paid.

(b) With or without taking possession of such Property in its own name, Assignee may demand, sue for or otherwise collect and receive all Rents, Issues and Profits of the Property, including those past due and unpaid and apply the proceeds as provided herein. In furtherance of this right, Assignee shall have all the rights provided for in Section 3. Assignor irrevocably appoints Assignee its true and lawful attorney-in-fact, which shall constitute a power coupled with an interest by virtue of this Assignment and is irrevocable so long as any part of the sums secured hereby are outstanding, to endorse instruments received in payment of Rents, Issues and Profits in the name of Assignor and to negotiate the same and collect the proceeds.



(c) Assignee shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents, Issues and Profits from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Employment by Assignee shall not disqualify a person from serving as receiver.

(d) Assignee shall have all other rights and remedies provided in this Assignment, in any Loan Document or by applicable law. To the extent permitted by applicable law, an election by Assignee to pursue any remedy shall not exclude pursuit of any other remedy hereunder or under any other Loan Document, and an election to make expenditures or to take action to perform an obligation of Assignor under this Assignment shall not impair Assignee's right to declare a default or Event of Default and exercise its remedies.

**9. GOVERNING LAW.** This Assignment is made, executed and delivered in the State of Alabama and shall be governed by the laws of the State of Alabama. In case of any conflict between the terms of this instrument and the terms of the Mortgage, the terms of this Assignment shall control as to the matters set forth in this Assignment.

**10. CHOICE OF VENUE.** Any legal action with respect to the Indebtedness or this Assignment may be brought in the courts of the State of Alabama or in the appropriate United States District Court situated in the State of Alabama, and Assignor hereby accepts and unconditionally submits to the jurisdiction of such courts. Assignor hereby waives any objection to the laying of venue based on the grounds of forum non conveniens with respect thereto.

**11. WAIVER OF JURY TRIAL.** ASSIGNOR KNOWINGLY, VOLUNTARILY, INTENTIONALLY AND IRREVOCABLY WAIVES THE RIGHT TO A TRIAL BY JURY IN RESPECT ANY MATTERS OR CLAIMS ARISING OUT OF THIS ASSIGNMENT OR ANY LOAN DOCUMENT EXECUTED IN CONNECTION HERewith OR OUT OF THE CONDUCT OF THE RELATIONSHIP BETWEEN ASSIGNOR AND ASSIGNEE, IN EACH CASE WHETHER SOUNDING IN CONTRACT OR TORT OR OTHERWISE. ASSIGNOR AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY AND THAT ASSIGNEE MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS PROVISION WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF ASSIGNOR TO THE WAIVER OF ITS RIGHT TO TRIAL BY JURY. ASSIGNOR ACKNOWLEDGES THAT ASSIGNOR HAS HAD THE OPPORTUNITY TO CONSULT WITH COUNSEL REGARDING THIS PROVISION, FULLY UNDERSTANDS ITS TERMS, CONTENT AND EFFECT AND VOLUNTARILY AND KNOWINGLY AGREES TO THE TERMS OF THIS PROVISION. THIS PROVISION IS A MATERIAL INDUCEMENT FOR ASSIGNEE TO MAKE THE LOAN EVIDENCED BY THE NOTE OR OTHER FINANCIAL ACCOMMODATIONS SECURED BY THIS ASSIGNMENT. FURTHER, ASSIGNOR HEREBY CERTIFIES THAT NEITHER ANY REPRESENTATIVE OR AGENT OF ASSIGNEE, NOR ASSIGNEE'S COUNSEL, HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT ASSIGNEE WOULD NOT SEEK TO ENFORCE THIS WAIVER OF RIGHT TO JURY TRIAL PROVISION IN THE EVENT OF LITIGATION. FURTHER, NO REPRESENTATIVE OR AGENT OF ASSIGNEE, NOR ASSIGNEE'S COUNSEL, HAS THE AUTHORITY TO WAIVE, CONDITION OR MODIFY THIS PROVISION.

**12. ATTORNEYS' FEES; EXPENSES.** Assignor shall upon demand pay reasonable, out-of-pocket attorneys' fees and expenses incurred by Assignee in connection with the collection of the Indebtedness; the enforcement of the provisions of this Assignment or the Loan Documents; or any suit or legal proceeding (including any proceeding conducted before any United States Bankruptcy Court) concerning the Property, the lien of this Assignment, the Indebtedness or compliance by Assignor with any of the provisions of this Assignment or the Loan Documents. Assignor shall be liable for such attorneys' fees and expenses whether or not any suit or proceeding is commenced. Such fees and expenses shall become a part of the Indebtedness and shall bear interest at the Note rate, from time to time in effect, from the date of expenditure until repaid. Expenses covered by this section, subject to any limits under applicable law or as may be otherwise set forth in or limited by the Loan Documents, shall include, without limitation, legal expenses, court costs, the cost of appeals, the cost of post-judgment collection services and the cost of searching records, title reports (including foreclosure reports), surveyors' reports, environmental reports, appraisal fees and title insurance.

**13. RIGHT OF ASSIGNMENT BY ASSIGNEE.** Assignee shall have the right to assign Assignor's right, title and interest in the Leases to any subsequent holder of the Mortgage subject to the provisions of this Assignment and to assign the same to any person acquiring title to the Property through foreclosure or otherwise. After Assignor has been barred and foreclosed of all right, title and interest and equity of redemption in the Property, no assignee of Assignor's interest in the Leases shall be liable to account to Assignor for the Rents, Issues and Profits thereafter accruing.

**14. NON-WAIVER BY ASSIGNEE.** Assignee shall not be deemed to have waived any rights under this Assignment unless such waiver is given in writing and signed by Assignee. No delay or omission on the part of Assignee in exercising any right shall operate as a waiver of such right or any other right. A waiver by Assignee of a provision of this Assignment shall not prejudice or constitute a waiver of Assignee's right otherwise to demand strict compliance with that provision or any other provision of this Assignment. No prior waiver by Assignee, nor any course of dealing between Assignee and Assignor, shall constitute a waiver of any of Assignee's rights or of any of Assignor's obligations as to any future transactions. Whenever the consent of Assignee is required under this Assignment, the decision as to whether or not to consent or approve shall be in the sole and exclusive discretion of Assignee. Assignee's decision shall be final and conclusive and the granting of such consent by Assignee in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Assignee. Assignee may take or release other security for the payment of the Indebtedness, may release any party primarily or secondarily liable therefor and may apply any other security held by Assignee to the satisfaction of the Indebtedness without prejudice to any of Assignee's rights under this Assignment.

**15. NO LIABILITY AND NO OBLIGATION OF ASSIGNEE.** Assignee shall not be liable for any loss sustained by Assignor resulting from any act or omission of Assignee or from managing the Property unless such loss is caused by the willful misconduct or gross negligence of Assignee. Assignee shall not be obligated to perform or discharge, nor does Assignee hereby undertake to perform or discharge, any obligation, duty or liability under any Lease or under or by reason of this Assignment. Assignor shall, and does hereby agree, to indemnify Assignee for, and to hold Assignee harmless from, any and all liability, loss or damage which may or might be incurred under any Lease or under or by any reason of this Assignment, and from any and all claims and demands whatsoever which may be asserted against Assignee by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in any Lease, unless such liability, loss or damage is caused by the willful misconduct or gross negligence of Assignee. Should Assignee incur any such liability under any Lease or under or by reason of this Assignment or in defense of any such claims or demands, the amount thereof, including reasonable, out-of-pocket costs, expenses and attorneys' fees shall be secured hereby and Assignor shall reimburse Assignee therefor immediately upon demand, and upon the failure of Assignor to do so, such sums shall accrue interest at the rate set forth in the Note, as from time to time in effect, and Assignee may, at its option, declare the Indebtedness immediately due and payable. This Assignment shall not operate to place responsibility for the control, care, management or repair of the Property or any portion thereof upon Assignee, nor for the carrying out of any of the terms and conditions of any Lease. Further, this Assignment shall not operate to make Assignee responsible or liable for (a) any dangerous or defective condition of the Property or any portion thereof resulting in loss or injury or death to any lessee, licensee, employee or stranger, unless the same is caused by the willful misconduct or gross negligence of Assignee, or (b) any waste committed on the Property by any parties or for any negligence of Assignor or its agents in the management, upkeep, repair or control of the Property or any portion thereof resulting in loss or injury or death to any lessee, licensee, employee or stranger.

**16. NOTICES.** Any notice required to be given under this Assignment shall be given in writing, and shall be effective when actually delivered, when deposited with a nationally recognized overnight courier, or, if mailed, three (3) days after being deposited in the United States mail, as first class or certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Assignment. Any party may change its address for notices under this Assignment by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Assignor agrees to keep Assignee informed at all times of Assignor's current address. Unless otherwise provided or required by law, if there is more than one Assignor, any notice given by Assignee to any Assignor is deemed to be notice given to all Assignors.

**17. SEVERABILITY AND CONFLICTS.** If a court of competent jurisdiction finds any provision of this Assignment to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending

provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Assignment. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Assignment shall not affect the legality, validity or enforceability of any other provision of this Assignment. In case of any conflict between the terms of this instrument and the terms of the Mortgage, the terms of this Assignment shall control as to the matters set forth in this Assignment.

**18. MISCELLANEOUS.** The captions and headings of the sections herein are for convenience only and shall not be used to interpret or define any provision. All remedies provided herein are distinct and cumulative to any other right or remedy under this Assignment or afforded by law or equity, and may be exercised concurrently, independently or successively. Whenever used, the singular shall include the plural, and the plural the singular, and the use of any gender shall be applicable to all genders. This Assignment, together with the covenants and warranties herein contained, shall inure to the benefit of Assignee and any subsequent holder of the Note and the Mortgage and shall be binding upon Assignor, its successors and assigns and any subsequent owner of the Property. If ownership of the Property becomes vested in a person other than Assignor, Assignee, without notice to Assignor, may deal with Assignor's successors with reference to this Assignment and the Indebtedness by way of forbearance or extension without releasing Assignor from the obligations of this Assignment or liability under the Indebtedness. The relationship between Assignor and Assignee created by this Assignment is strictly a debtor and creditor relationship and not fiduciary in nature, nor is the relationship to be construed as creating any partnership or joint venture between Assignee and Assignor. This Assignment, together with any Loan Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Assignment. No alteration of or amendment to this Assignment shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment. Time is of the essence in the performance of this Assignment.

[SIGNATURE PAGE TO FOLLOW]



In Witness Whereof, Assignor has executed and given under the seal of all parties hereto this Assignment on the date of its acknowledgment below and effective as of the date first written above, and it is intended that this Assignment is and shall constitute and have the effect of a sealed instrument according to law.

**ASSIGNOR:**

**INVERNESS OFFICE PARK AL, LLC**

By: [Signature] (SEAL)  
Print Name: Charles Stein  
Title: Secretary and Treasurer

STATE OF Florida  
COUNTY OF Polk

The foregoing instrument was acknowledged before me by means of (check one) ☒ physical presence or ☐ online notarization, this 22 day of August, 2022, by Charles Stein, as Secretary and Treasurer of INVERNESS OFFICE PARK AL, LLC, a Delaware limited liability company, on behalf of the company, who (check one) ☒ is personally known to me OR ☐ produced a [Signature] Driver's License as identification.

(NOTARY SEAL)

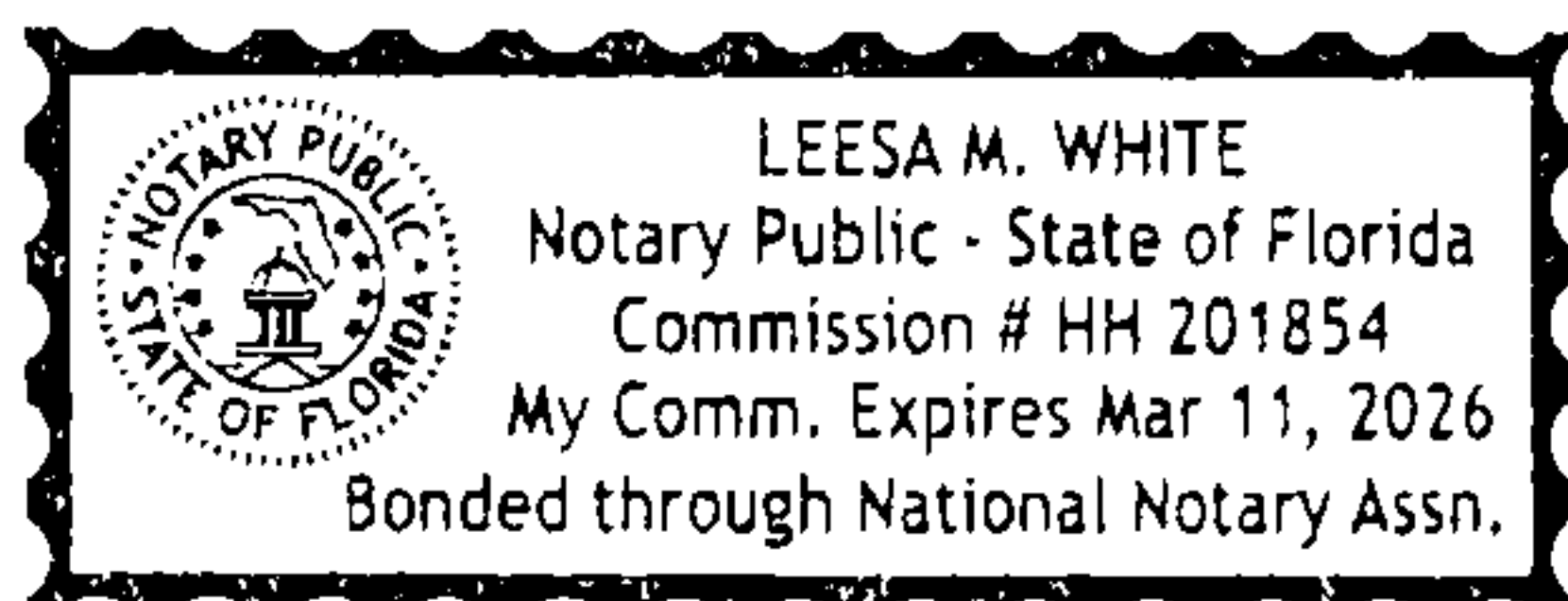
[Signature]  
Notary Signature

[Signature]  
(Type, Stamp or Print Name)

NOTARY PUBLIC

State and County Aforesaid

My Commission Expires: 3/11/26





**Exhibit A**

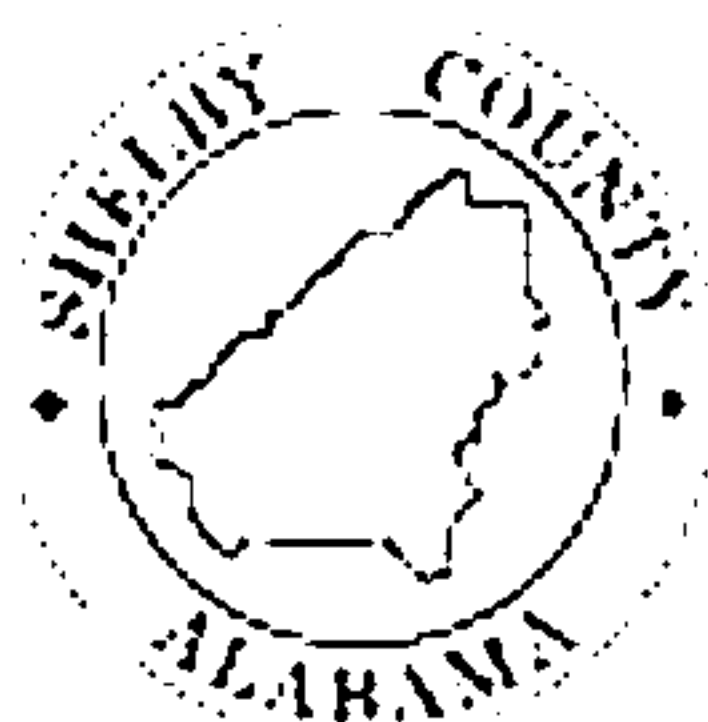
**Legal Description**

(Building Nos. 40, 42, 44 and 46)

Part of the East 1/2 of Section 35, Township 18 South, Range 2 West and the West 1/2 of Section 36, Township 18 South, Range 2 West, Shelby County, Alabama and being more particularly described as follows:

Begin at the Southwest corner of the Southeast 1/4 of the Northeast 1/4 of Section 35, Township 18 South, Range 2 West, Shelby County, Alabama, and run N 45°29'10" E along the diagonal line from the Southwest corner to the Northeast corner of said 1/4-1/4 section, being the same as the Southeast line of a resurvey of Lot 2-D of Cahaba River Park, as recorded in Map Book 8, Page 95 in the Probate Office of Shelby County, Alabama, 1791.69 feet to a 5/8" rebar, being the Northwesterly corner of Lot 4A of the Survey of Resource Center, as recorded in Map Book 24, Page 118 in the Probate Office of Shelby County, Alabama; thence S 45°56'49" E along the Southwesterly line of said Lot 4A, 82.80 feet to an existing rod & cap corner and angle point of said Lot 4A, said point also being on the west line of the Southwest 1/4 of the Northwest 1/4 of Section 36, Township 18 South, Range 2 West, Shelby County, Alabama; thence S 00°08'37" E along said Section line and west line of said subdivision, 557.20 feet to an existing rod & cap; thence S 88°23'57" E along the south line of said Resource Center survey 391.12 feet to an existing 1 inch crimped iron and the common corner with Inverness Office Center Building 22 survey; thence the following courses along the common property line with said Building 22 survey, S 01°36'03" W, 166.03 feet; thence S 36°15'02" W, 682.41 feet to a point on the back of curb of an existing drive, said point being on a curve to the left, having a radius of 275.00 feet and a central angle of 19°48'04"; thence the following courses along the existing back of curb and a common property line with said Building 22 survey, S 43°20'02" E, along the chord of said curve, 94.57 feet to the point of tangent; thence S 53°14'04" E, 133.54 feet to the point of curve of a curve to the right, having a radius of 229.01 feet and a central angle of 43°55'17"; thence S 24°52'29" E along the chord of said curve, 171.28 feet to the point of tangent; thence S 02°29'00" E, 36.87 feet to point of curve of a curve to the left having a radius of 58.90 feet and central angle of 20°29'35"; thence S 12°43'48" E along the chord of said curve, 20.95 feet to the point of tangent; thence S 22°58'36" E, 5.09 feet to the point of curve of a curve to the left, having a radius of 68.08 feet and a central angle of 55°46'18"; thence S 50°51'45" E along the chord of said curve, 63.68 feet to a point on a curve to left on the Northwesterly right of way of Inverness Center Parkway, said curve having a radius of 985.24 feet and a central angle of 28°50'14"; thence the following courses along said right of way of Inverness Center Parkway, S 48°56'24" W along the chord of said curve, 490.66 feet to the point of tangent; thence S 34°31'17" W, 167.46 feet to the point of curve of a curve to the right, having a radius of 1184.57 feet and a central angle of 21°57'41"; thence S 45°30'08" W along the chord of said curve, 451.27 feet to the point of tangent; thence S 56°28'58" W, 112.67 feet to the point of curve of a curve to the left, having a radius of 1469.86 feet and a central angle of 01°54'49"; thence S 55°31'34" W along the chord of said curve, 49.09 feet to a point on said curve; thence leaving said right of way, N 01°40'59" E, 427.65 feet to an existing 1 1/4 inch crimped iron; thence North 63°49'01" West, 334.90 feet to an existing 1 1/2 inch crimped iron; thence South 40°42'16" West, 310.00 feet to an existing 1 1/2 inch crimped iron; thence North 63°46'33" West, 639.96 feet to an existing 1 inch crimped iron on the Northwesterly line of herein described site; thence North 26°14'07" East along said Northwesterly line of site, 820.12 feet to the point of beginning.

TOGETHER WITH the benefits of a Reciprocal Easement Agreement by and between HUB Properties Trust, a Maryland Real Estate Investment Trust, successor by merger with CW Hoover Properties LLC, a Delaware limited liability company, and SIR Properties Trust, a Maryland Real Estate Investment Trust, dated February 10, 2012, filed for record on February 22, 2012, at 11:47 am, and recorded in Inst. No. 20120222000062790.



**Filed and Recorded**  
**Official Public Records**  
**Judge of Probate, Shelby County Alabama, County**  
**Clerk**  
**Shelby County, AL**  
**08/25/2022 02:00:00 PM**  
**\$46.00 JOANN**  
**20220825000333620**

*Allen S. Bayl*