

Prepared by ~~and Return to:~~
Kimberly S. Justus, Esq.
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271 17th Street NW, Suite 2400
Atlanta, Georgia 30363-1017

55475561

**ABSOLUTE ASSIGNMENT OF RENTS AND PROFITS
AND COLLATERAL ASSIGNMENT OF LEASES**

THIS ABSOLUTE ASSIGNMENT OF RENTS AND PROFITS AND COLLATERAL ASSIGNMENT OF LEASES (this "**Assignment**") is dated as of December 22, 2010, and is by and between SHELBY 19 PROPERTY, LLC, an Alabama limited liability company ("**Assignor**") and THE LINCOLN NATIONAL LIFE INSURANCE COMPANY, an Indiana corporation ("**Assignee**").

RECITALS

Assignor is the owner in fee simple of that certain parcel of real property and all improvements thereon situated in Alabaster, Shelby County, Alabama more particularly described in Exhibit A attached hereto and by this reference incorporated herein (said land together with all rights and appurtenances thereto and all improvements presently located or hereafter constructed thereon being collectively referred to as the "**Property**").

Simultaneously with the execution and delivery of this Assignment, Assignee has loaned to Assignor the principal sum of FIVE MILLION AND NO/100 DOLLARS (\$5,000,000.00) (the "**Loan**"), which loan is evidenced by that certain promissory note of even date herewith, executed by Assignor in favor of Assignee (said note and any and all renewals, replacements, modifications and extensions thereof are collectively referred to as the "**Note**").

Simultaneously with the execution and delivery of this Assignment, Assignor has executed and delivered a Mortgage, Security Agreement and Fixture Filing of even date herewith (the "**Indenture**") as security for the debt as evidenced by the Note (the Note, the Indenture and all other documents relating to or securing the Loan being hereinafter sometimes collectively referred to, together with this Assignment, as the "**Loan Documents**").

Assignor has entered into certain leases reflected in the rent roll attached hereto as Exhibit B and by this reference incorporated herein.

In order to induce Assignee to make the Loan, Assignor desires to absolutely assign to Assignee all rents and income from the Property and to collaterally assign all present and future leases covering all or any part of the Property.

NOW, THEREFORE, in consideration of the above stated premises and of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Assignor, Assignor hereby covenants and agrees with Assignee as follows:

1. Absolute Assignment of Rents and Profits. Assignor hereby absolutely, presently and unconditionally grants, assigns, transfers and sets over unto Assignee, and not as additional security for the Note, subject to all of the terms, covenants and conditions set forth herein, all of Assignor's right, title and interest in and to the following, whether arising under the Leases (as hereinafter defined), by statute, at law, in equity, or in any other way:

All of the rents, income, profits, revenue, sums payable by lease guarantors, judgments, condemnation awards, insurance proceeds, unearned insurance premiums and any other fees or sums payable to Assignor or any other person as landlord and other benefits and rights of the Property arising from the use, occupancy, operation or management of all or any portion thereof or from all the Leases and any proceeds, deposits or security deposits (subject to the rights, if any, of tenants) relating thereto, including, without limitation, any award to Assignor made hereafter in any court involving any of the tenants under the Leases in any bankruptcy, insolvency, or reorganization proceeding in any state or federal court, and Assignor's right to appear in any action and/or to collect any such award or payment, and all payments by any tenant in lieu of rent (collectively, "**Rents and Profits**").

The assignment of Rents and Profits set forth herein shall be an absolute, present and unconditional assignment and shall, immediately upon execution, give Assignee the right to collect all Rents and Profits without the necessity of instituting legal proceedings of any kind whatsoever to enforce the provisions of this Assignment. Assignor hereby irrevocably appoints Assignee its true and lawful attorney, such appointment being coupled with an interest and exercisable following the occurrence of an Event of Default under the Note or any of the other Loan Documents, to act on behalf of Assignor, should Assignee so elect, to, at any time, demand, receive and enforce payment, give receipts, releases and satisfactions, and sue, either in the name of Assignor or in the name of Assignee, for all such Rents and Profits and apply the same to the indebtedness evidenced by the Loan.

2. Collateral Assignment of Leases. Assignor hereby absolutely, presently and unconditionally grants, assigns, transfers and sets over unto Assignee, as additional security for the Note, subject to all of the terms, covenants and conditions set forth herein, all of Assignor's right, title and interest in and to the following, whether arising under the Leases, by statute, at law, in equity, or in any other way:

(a) All of the leases of the Property which are in effect on the date hereof, and entered into or in effect from time to time after the date hereof, including, without limitation, all amendments, extensions, replacements, modifications and renewals thereof and all subleases,



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concession agreements, any ground leases or ground subleases and all other agreements affecting the same and all guaranties thereunder (the “Leases”); and

(b) All contracts, agreements, management, operating and maintenance agreements, warranties, licenses, permits, guaranties of any Leases and sales contracts relating to the Property or any of the Leases, entered into by or inuring to the benefit of Assignor (the “Contracts”).

3. Purpose of Collateral Assignment of Leases. Assignor hereby agrees that this Assignment is given by Assignor to Assignee to secure the following in such order of priority as Assignee may elect:

(a) The repayment of the indebtedness evidenced by the Note, the terms of which are incorporated herein by this reference, of even date herewith, payable to the order of Assignee, in the principal sum of FIVE MILLION AND 00/100 DOLLARS (\$5,000,000.00) with interest thereon, as provided therein, and all late charges, prepayment premiums and fees required under the Note and all extensions, renewals, modifications, amendments and replacements thereof;

(b) The payment of all other sums which may be advanced by or otherwise be due to Assignee under any provision of the Note, the Indenture or under any other instrument or document referred to in clause (c) below, with interest thereon at the rate provided herein or therein;

(c) The performance of each and every one of the covenants and agreements of Assignor contained (i) in the Note and the Indenture, or (ii) in any and all pledges or other security agreements, loan agreements, disbursement agreements, supplemental agreements, any guaranty, financing statements, assignments, affidavits and all instruments of indebtedness or security now or hereafter executed by Assignor (or any of the parties constituting Assignor, or any principals of such parties) in connection with any indebtedness referred to in clauses (a) or (d) of this paragraph or for the purpose of supplementing or amending the Indenture or any instrument secured hereby (but specifically excluding from all of the foregoing the Environmental Indemnity Agreement) (all of the foregoing in this clause (ii) as the same may be amended, modified or supplemented from time to time, collectively referred to as “**Related Agreements**”); and

(d) The repayment of any other loans or advances, with interest thereon, hereafter made to Assignor (or any successor in interest to Assignor as the owner of the Property or any part thereof), by Assignee when such loan or advance specifically states that the promissory note evidencing such indebtedness is secured by the Property, together with all extensions, renewals, modifications, amendments and replacements thereof.

4. Representations, Warranties and Agreements. Assignor hereby represents, warrants and agrees that:

(a) Assignor has the right, power and capacity to make this Assignment and that no person, firm or corporation or other entity other than Assignor has or will have any right, title or interest in or to the Leases or the Contracts or the Rents and Profits.

(b) Assignor has made no assignment other than this Assignment of any of Assignor's rights in any of the Rents and Profits or the Leases or the Contracts;

(c) The rent roll attached hereto as Exhibit B is a true, accurate and complete list of all Leases now in full force and effect.

(d) With respect to each Lease in effect at the date hereof: (i) the Lease is in full force and effect and is valid, binding and enforceable in accordance with its terms; (ii) the Lease has not been modified or amended in any respect, nor has any provision thereof been waived; (iii) neither the tenant nor lessor thereunder is in default under the terms of the Lease; (iv) no rent has been prepaid under the Lease for more than one month in advance; and (v) the tenant thereunder has no deduction, claim, counterclaim, set-off, or defense against the lessor thereunder or against the rents or other sums payable or to be payable thereunder.

(e) Assignor has not heretofore given its consent that any lessee may make alterations or improvements which affect the structural integrity or any structural components of the building or its consent to any assignment of any Lease by any lessee (except as has been called to Assignee's attention and approved by Assignee in writing).

(f) Assignor holds no deposit, letter of credit or other security for performance by any lessee (except as has been called to Assignee's attention and approved by Assignee in writing).

(g) all security deposits are and shall be held in the manner required by applicable law.

(h) With respect to each Contract in effect at the date hereof: (i) the Contract is in full force and effect and is valid, binding and enforceable in accordance with its terms; (ii) the Contract has not been modified or amended in any respect, nor has any provisions thereof been waived; (iii) neither the Assignor or the other party or parties thereunder is in default under the terms of the Contract; and (iv) Assignor is not prohibited under any agreement or any judgment or decree from any court or governmental agency from the execution and delivery of this Assignment and the meeting of each and every condition herein contained, and no action has been brought which would in any way interfere with the right of Assignor to execute this Assignment and perform all of Assignor's obligations herein contained.

5. Covenants.

(a) Assignor shall not, without the prior written consent of Assignee, which consent shall not be unreasonably withheld or delayed, (i) enter into any Leases; (ii) consent to or permit the assignment of any Contract or the assignment or subletting of any Leases; (iii) modify, extend, or in any way alter the terms of the Leases previously approved by Assignee, or take any action under or with respect to any such Leases which would materially decrease either the obligation of the tenant thereunder or the rights or remedies of the landlord or fail to perform the landlord's obligations under the Leases, or modify or in any way alter the terms of the Contracts which would adversely affect the security interest of Lender in the Contracts; (iv) modify or in any way alter the terms of the Contracts which would materially decrease the obligations of the counterparty thereunder to the Assignor or materially decrease the rights and

remedies of the Assignor thereunder; (v) cancel, terminate or consent to any cancellation, termination or surrender of any Lease, and in the case of a termination of any Lease which is permitted by Assignor, use any termination fee received by Assignor for any purpose other than as expressly permitted by Assignee; (vi) alter, modify, change or terminate the terms of any guaranties of the Leases or Contracts or fail to comply with any notice or consent rights under any guaranties of the Leases or Contracts; (vii) create or permit any lien or encumbrance which, upon foreclosure, would be superior to any such Leases or in any other manner impair Assignee's right, title and interest in the Rents and Profits; (viii) pledge, transfer, mortgage or otherwise encumber or assign the Leases or the Contracts or attempt to pledge, transfer, mortgage or otherwise encumber or assign the Rents and Profits; or (ix) collect rents more than thirty (30) days prior to their due date.

(b) Assignor shall, at its sole cost and expense, perform and discharge all of the obligations and undertakings of the landlord under the Leases. Assignee shall have the right, but not the obligation, to cure any default of Assignor under any of the Leases and all amounts disbursed in connection with said cure shall be deemed to be indebtedness secured by the Indenture.

(c) Assignor shall use reasonable efforts to enforce the performance of each obligation of the tenants under the Leases and will appear in and prosecute or defend any action connected with the Leases or the obligations of the tenants thereunder.

(d) Assignor shall not take any action which will cause or permit the estate of any tenant under the Leases to merge with Assignor's interest in the Property.

(e) Assignor agrees, from time to time, to execute and deliver, upon demand, all assignments and any and all other writings as Assignee may reasonably deem necessary or desirable to carry out the purpose and intent hereof, or to enable Assignee to enforce any right or rights hereunder.

6. Events of Default. The term "**Event of Default**" as used herein shall mean the occurrence of any one of the following:

(a) If a default by failure to pay or perform shall occur under the Note, the Indenture or any other Loan Document or Related Agreements and shall not be cured within any applicable curative period stated therein;

(b) If Assignor shall fail to comply with any of the covenants, duties or obligations of Assignor herein and such default shall continue for thirty (30) days or more after written notice to Assignor from Assignee specifying the nature of such default; provided, however, that if such default is of a nature that it cannot be cured within the thirty (30) day period, then Assignor shall not be in default if it commences good faith efforts to cure the default within the thirty (30) day period, demonstrates continuous diligent efforts to cure the default in a manner satisfactory to Assignee and, within a reasonable period, not to exceed ninety (90) days after the date of the original written notice of such default, completes the cure of such default; or

(c) If at any time any representation, warranty, statement, certificate, schedule and/or report to Assignee in or pursuant to this Assignment, the Indenture, the Loan Documents

or any Related Agreement is false or misleading in any material respect as of the date made or furnished.

7. Revocable License to Collect Rents and Profits.

(a) Notwithstanding any provision to the contrary contained elsewhere herein, so long as no Event of Default has occurred hereunder and subject to Assignor's compliance with the covenants contained herein, Assignor shall have a license ("License") to manage the Property, to collect, receive and use all Rents and Profits in accordance with the terms of the Leases; to let the Property and to take all actions which a reasonable and prudent landlord would take in enforcing the provisions of the Leases and Contracts; provided, however, that all amounts so collected shall be applied toward operating expenses, real estate taxes and insurance relating to the Property, capital repair items necessary to the operation of the Property, and the payment of sums due and owing under the Note, the Indenture, the other Loan Documents, this Assignment and the Related Agreements prior to any other expenditure or distribution by Assignor. From and after the occurrence of an Event of Default under the Note, this Agreement or the other Loan Documents (whether or not Assignee shall have exercised Assignee's option to declare the Note immediately due and payable), the License shall be automatically revoked without any notice to Assignor or any other action by Assignee. Assignor hereby irrevocably authorizes and directs (i) each of the tenants under the Leases, upon receipt of a written notice from Assignee so demanding, to pay all Rents and Profits due or which becomes due under its Lease directly to Assignee, and (ii) each property manager of any part of the Property, upon receipt of a written notice from Assignee so demanding, to pay all Rents and Profits thereafter received by such property manager directly and promptly to Assignee. For the purpose of accounting, the books and records of Assignee shall be deemed prima facie correct. The Assignor may apply in writing to Assignee for a reinstatement of the Assignor's right to collect rents, income and profits from the Lease or Contracts; however, the Assignee shall be under no obligation to do so.

(b) Any amounts received by Assignor or its agents in the performance of any acts prohibited by the terms of this Assignment, including, but not limited to, any amounts received in connection with any cancellation, modification or amendment of any of the Leases prohibited by the terms of this Assignment and any amounts received as rents, income, issues or profits from the Property in Assignor's or its agents' possession from and after the occurrence of an Event of Default under this Assignment, shall be held by Assignor in trust as trustee for Assignee and all such amounts shall be accounted for to Assignee and shall not be commingled with other funds of the Assignor. Any person acquiring or receiving all or any portion of such trust funds shall acquire or receive the same in trust for Assignee as if such person had actual or constructive notice that such funds were impressed with a trust in accordance herewith.

8. Remedies of Assignee. Notwithstanding and in addition to the Assignee's absolute right to the Rents and Profits, upon the occurrence of any Event of Default, Assignee in person or by agent or by court-appointed receiver (and Assignee shall have the right to the immediate appointment of such a receiver without regard to the adequacy of the security, and Assignor hereby irrevocably consents to such appointment and waives notice of any application therefor) may, at its option, without any action on its part being required, without in any way waiving such default, with or without the appointment of a receiver, or an application therefor:

(a) take possession of the Property and have, hold, conduct tests of, manage or hire a manager to manage, lease and operate the Property, on such terms and for such period of time as Assignee may deem proper, with full power to make, from time to time, all alterations, renovations, repairs or replacements thereto as may seem proper to Assignee;

(b) with or without taking possession of the Property, collect and receive all Rents and Profits, notify tenants under the Leases, or any other parties in possession of the Property, to pay Rents and Profits directly to Assignee, its agent or a court-appointed receiver and apply such Rents and Profits as Assignee sees fit in Assignee's sole discretion, which may include, but is not limited to, the payment of:

(i) all costs and expenses incident to: taking and retaining possession of the Property; management and operation of the Property; keeping the Property properly insured; all alterations, renovations, repairs and replacements to the Property, including, without limitation, reasonable compensation for all of Assignee's employees and other agents working in connection with the Property; reasonable and actual attorneys' fees; and management and rental commissions;

(ii) all taxes, charges, claims, assessments, and any other liens which may be prior in lien or payment to the Loan, and premiums for insurance for the Property, with interest on all such items; and

(iii) the indebtedness evidenced by the Loan, together with all costs and reasonable attorneys' fees. The payment of the items set forth in 8(b)(i), 8(b)(ii) and 8(b)(iii) shall be in such order or priority as to any of such items as Assignee in its sole discretion may determine, any statute, law, custom or use to the contrary notwithstanding.

(c) exclude Assignor, its agents and servants wholly from the Property;

(d) have joint access with Assignor to the books, papers and accounts of Assignor relating to the Property at the expense of Assignor;

(e) commence, appear in and/or defend any action or proceedings purporting to affect the interests, rights, powers and/or duties of Assignee hereunder, whether brought by or against Assignor or Assignee;

(f) pay, purchase, contest or compromise any claim, debt, lien, charge or encumbrance which in the judgment of Assignee may affect or appear to affect the interest of Assignee or the rights, power and/or duties of Assignee hereunder;

(g) perform as landlord under the Leases and as a party under the Contracts, but Assignee shall not have the obligation to do so;

(h) demand, receive and enforce payment, give receipts, releases and satisfactions, and sue, either in the name of Assignor or in the name of Assignee, for all such Rents and Profits and apply the same to the indebtedness evidenced by the Loan;

(i) take whatever measures Assignee from time to time deems necessary or desirable to exercise, enforce, perform or protect Assignee's rights, titles or interests in any or all of the Loan Documents and Related Agreements; and

(j) exercise any other remedies permitted to Assignee under applicable law.

Assignee owns the Rents and Profits and the collections, and the receipt by Assignee of any Rents and Profits pursuant to this Assignment after the institution of foreclosure proceedings under the Indenture shall not cure any such Event of Default or affect such proceedings or any sale pursuant thereto. This Assignment is an absolute assignment of the Rents and Profits, and the election by Assignee to exercise one or more or none of its remedies shall not diminish such absolute assignment or Assignee's ownership of the Rents and Profits.

9. Application of Proceeds. Any proceeds collected by Assignee hereunder shall be applied by Assignee to pay, in such order as Assignee shall elect, the following: (i) all costs and expenses of controlling, managing and operating the Property, including, but not limited to, debt service on the Note, Assignor's obligations under the Indenture, the Loan Documents and the Related Agreements, and reasonable attorneys' fees, including any fees in the representation of Assignee in any proceeding under Title 11, United States Code; (ii) satisfying the requirements of the Leases, including, but not limited to, all costs and expenses for maintenance, repairs, replacements and alterations; (iii) special assessments, taxes, insurance, all amounts evidenced, secured, permitted or required to be spent, escrowed or reimbursed pursuant to any of the Note, Indenture, Loan Documents or the Related Agreements; (iv) fees of representatives designated by Assignee to manage and operate the Property; and (v) all other expenses pertaining to any part or all of the Property, the Leases and the Contracts.

10. Indemnity and Assignee's Disclaimer.

(a) Assignee shall not be obligated to perform or discharge nor does it hereby undertake to perform or discharge any obligation, duty or liability under the Leases, under the Contracts or under or by reason of this Assignment. Assignor shall and does hereby agree to indemnify Assignee for and to defend and hold Assignee harmless from any and all obligations, liabilities, losses, costs, expenses, civil fines, penalties or damages (including reasonable attorneys' fees) which Assignee may incur under the Leases, under the Contracts or under or by reason of this Assignment, and from any claims whatsoever which may be asserted against Assignee by reason of any alleged obligations or undertakings on Assignee's part to perform or discharge any of the terms, covenants or agreements contained in the Leases or the Contracts. Should Assignee incur any such obligation, liability, loss, cost, expense, civil fine, penalty or damage under the Leases, under the Contracts or under or by reason of this Assignment, or in the defense of any of such claims or demands, the amount thereof, including costs, expenses and reasonable attorneys' fees, shall be secured hereby; and Assignor shall reimburse Assignee therefor immediately upon demand and upon failure of Assignor to do so, Assignee may declare all sums so secured to be immediately due and payable. The foregoing indemnity shall not be applicable to any such claim, liability, loss, cost, expense or damage arising solely from Assignee's gross negligence or willful misconduct in exercising its remedies hereunder. In the event Assignee acquires title to the Property, the foregoing indemnity shall not be applicable to

claims, liability, loss, cost, expense or damage arising from Assignee's actions taken thereafter under the Leases or the Contracts.

(b) This Assignment shall not be deemed or construed to constitute Assignee as mortgagee-in-possession of the Property or to obligate Assignee to take any action hereunder, to incur expenses or to perform or discharge any obligation, duty or liability hereunder or under the Leases or under the Contracts, and Assignee is not required to take possession of the Property as a condition to the assignment contained herein. Acceptance of this Assignment shall not impair, affect or modify any of the terms and conditions of the Note, the Deed of Trust, or the Loan Documents.

11. Waiver and Discretion. The failure of Assignee to enforce any of the terms, covenants or conditions hereof shall not be construed or deemed to be a waiver of any rights or remedies hereunder. Assignee shall have the full right, power and authority to enforce this Assignment, or any of the terms, covenants or conditions hereof, at any time or times that Assignee shall deem fit.

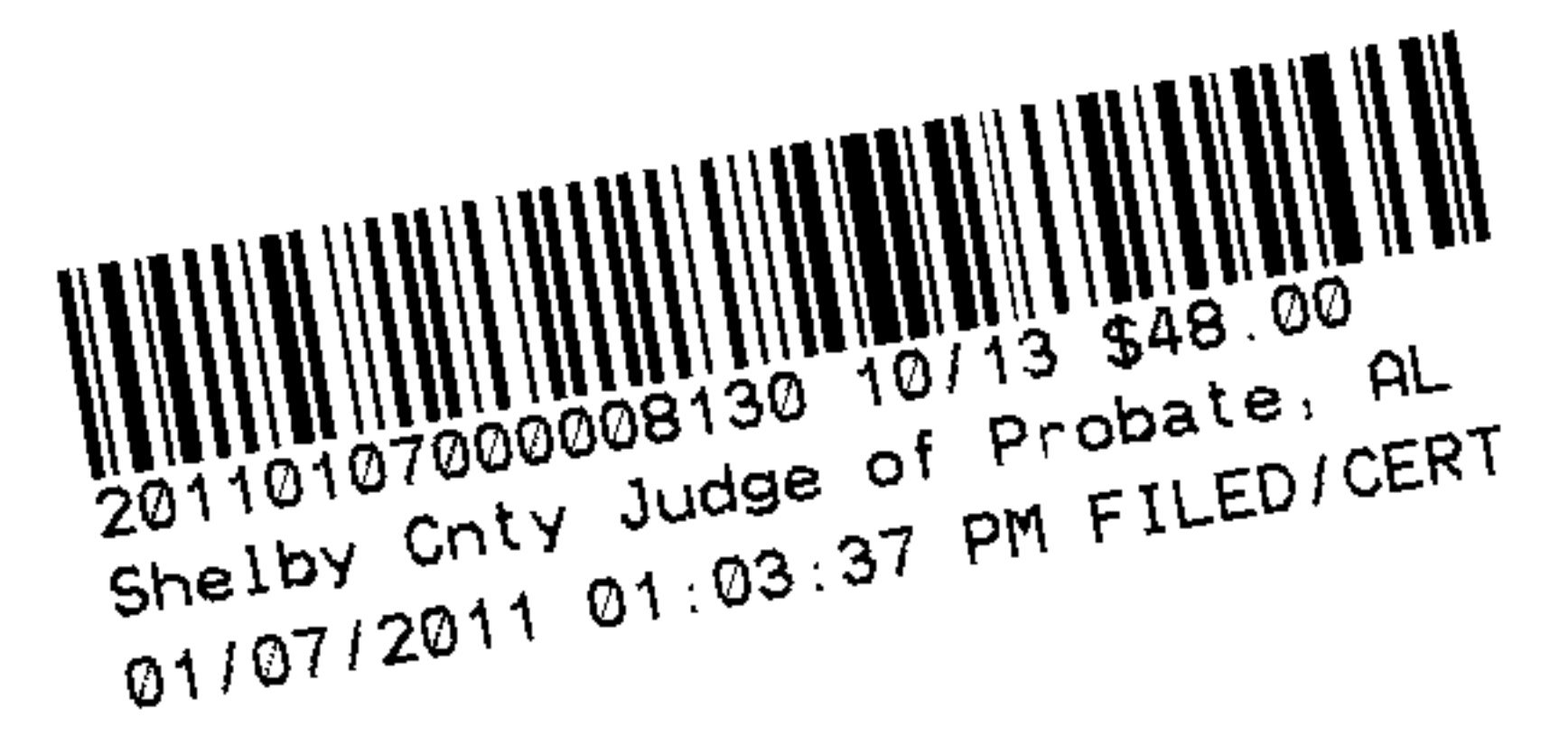
12. Notices. All notices expressly provided hereunder to be given by Assignee to Assignor and all notices and demands of any kind or nature whatever which Assignor may be required or may desire to give to or serve on Assignee shall be served in the manner set forth in the Indenture, reference to which is made for all purposes.

13. Performance and Release. The full repayment of the indebtedness evidenced by the Note and the performance of all of the obligations set forth in the Indenture and the duly recorded release thereof or reconveyance of the Property described therein shall constitute a reassignment of the Leases hereby assigned to Assignee.

14. Binding Effect. This Assignment applies to and binds the parties hereto and their respective heirs, administrators, executors, successors and assigns (including any trustee or debtor-in-possession appointed in any proceeding under Title 11, United States Code), as well as any subsequent owner of the Property (or any portion thereof), and any agreement creating rights in Assignee other than those created herein shall be deemed incorporated herein by reference and made a part hereof for all purposes.

15. Actions by Assignee. Assignee may take or release any security, may release any party primarily or secondarily liable for any indebtedness evidenced by the Loan, may grant extensions, renewals or indulgences with respect to such indebtedness, and may apply any security therefor held by it to the satisfaction of such indebtedness, without prejudice to any of its rights hereunder.

16. No Election of Remedies. Nothing herein contained and no act done or omitted by Assignee pursuant to the powers and rights granted it herein shall be deemed to be a waiver by Assignee of its rights and remedies under the Note, the Indenture, the other Loan Documents or the Related Agreements, and this Assignment is made and accepted without prejudice to any of the rights and remedies possessed by Assignee under the terms thereof. The right of Assignee to collect said indebtedness and to enforce any security therefor held by it may be exercised by Assignee either prior to, simultaneously with, or subsequent to any action taken by it hereunder.



It is the intent of both Assignor and Assignee that this Assignment be supplementary to, and not in substitution or derogation of, any provision contained in the Indenture giving Assignee (as beneficiary thereunder) any interest in or rights with respect to the Property or any provision in the other Loan Documents or the Related Agreements giving Assignee any interest or rights with respect to any other collateral. Accordingly, this Assignment shall not be construed in any way to impair or limit any rights or interests which Assignee would otherwise have with respect to the Property by reason of the Indenture.

17. Construction of Terms. In this Assignment, whenever the context so requires, the masculine gender includes the feminine or neuter, and the singular number includes the plural.

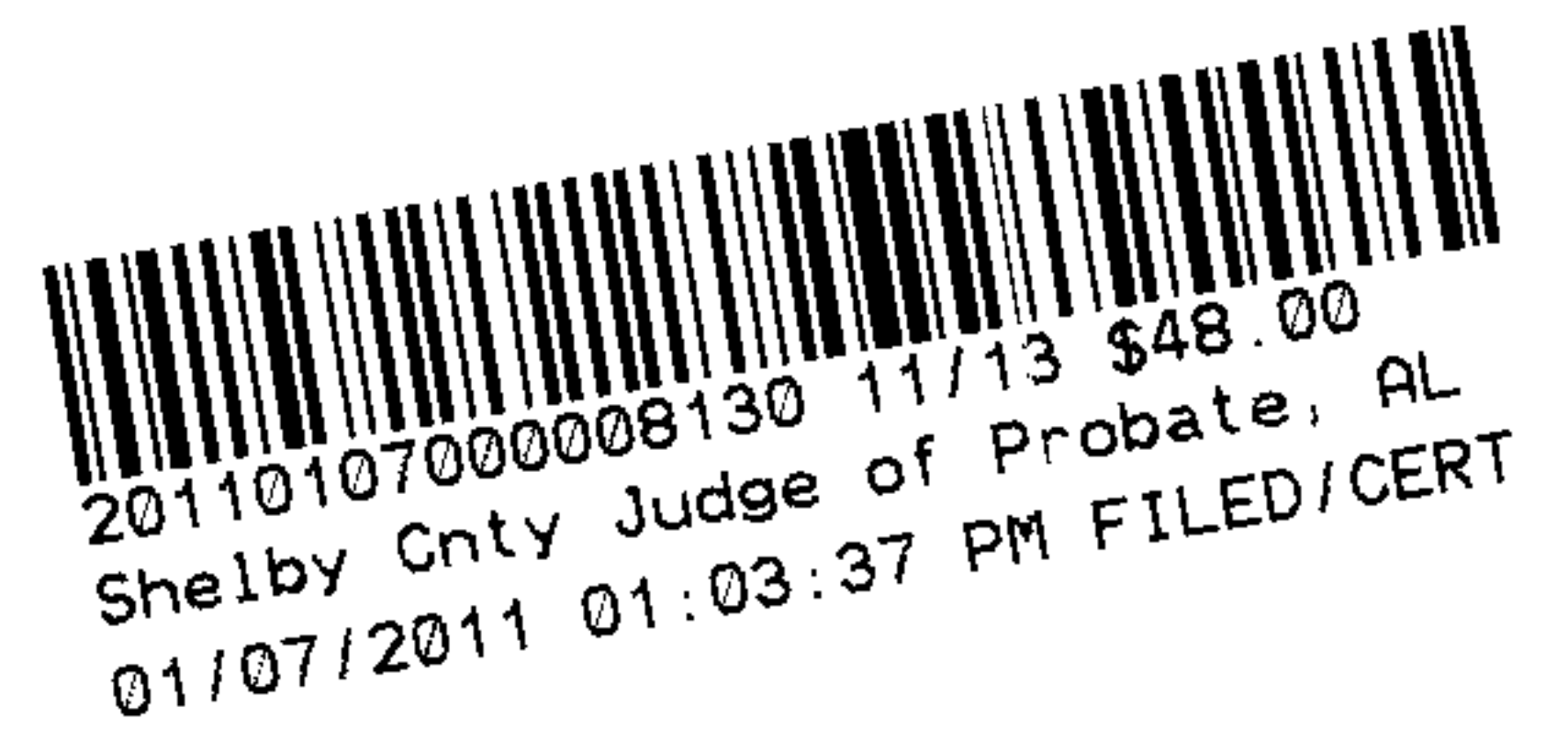
18. No Merger. Neither this Assignment nor pursuit of any remedy hereunder by Assignee shall cause or constitute a merger of the interests of the lessee and the lessor under any of the Leases such that any of the Leases hereby assigned are no longer valid and binding legal obligations of the parties executing the same.

19. Governing Law. THIS ASSIGNMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OR COMMONWEALTH IN WHICH THE PROPERTY IS LOCATED WITHOUT GIVING EFFECT TO THE CONFLICT OF LAWS PRINCIPLES THEREOF. IN ANY LITIGATION IN CONNECTION WITH OR TO ENFORCE THIS ASSIGNMENT, THE ASSIGNOR HEREBY IRREVOCABLY CONSENTS AND CONFERS PERSONAL JURISDICTION ON THE STATE COURTS OF THE COUNTY IN WHICH THE PROPERTY IS LOCATED, OR ON THE UNITED STATES DISTRICT COURT OR THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT IN WHICH THE PROPERTY IS LOCATED. ASSIGNOR EXPRESSLY WAIVES ANY OBJECTIONS AS TO VENUE IN ANY SUCH COURTS AND AGREES THAT SERVICE OF PROCESS MAY BE MADE ON THE ASSIGNOR BY MAILING A COPY OF THE SUMMONS AND COMPLAINT BY REGISTERED OR CERTIFIED MAIL, RETURN RECEIPT REQUESTED, TO THE ASSIGNOR'S ADDRESS. NOTHING CONTAINED HEREIN SHALL, HOWEVER, PREVENT THE ASSIGNEE FROM BRINGING ANY ACTION OR EXERCISING ANY RIGHTS WITHIN ANY OTHER STATE OR JURISDICTION OR FROM OBTAINING PERSONAL JURISDICTION BY ANY OTHER MEANS AVAILABLE BY APPLICABLE LAW.

20. Waiver of Jury Trial. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE ASSIGNOR HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, SUIT OR PROCEEDING THAT RELATES TO OR ARISES OUT OF THIS ASSIGNMENT OR THE ACTS OR FAILURE TO ACT OF OR BY ASSIGNEE IN THE ENFORCEMENT OF ANY OF THE TERMS OR PROVISIONS OF THIS ASSIGNMENT.

21. Material Inducements. ALL WAIVERS SET FORTH IN THIS ASSIGNMENT ARE MATERIAL INDUCEMENTS FOR THE ASSIGNEE TO EXTEND THE LOAN TO THE ASSIGNOR AND ACCEPT THIS ASSIGNMENT.

22. Severability. The parties hereto intend and believe that each provision of this Assignment comports with all applicable local, state and federal laws and judicial decisions.



However, if any provision or any portion of any provision contained in this Assignment is held by a court of law to be invalid, illegal, unlawful, void or unenforceable as written in any respect, then it is the intent of all parties hereto that such portion or provision shall be given force to the fullest possible extent that it is legal, valid and enforceable, that the remainder of the Assignment shall be construed as if such illegal, invalid, unlawful, void or unenforceable portion or provision was not contained therein, and that the rights, obligations and interests of Assignee under the remainder of this Assignment shall continue in full force and effect.

23. Modification. This Assignment may not be amended or modified orally, but only by an agreement in writing signed by the party against whom enforcement of any amendment or modification is sought.

24. Not Mortgagee-in-Possession. Neither the assignment of Rents and Profits, Leases and Contracts to Assignee nor the exercise by Assignee of any of its rights or remedies hereunder shall be deemed to make Assignee a "mortgagee-in-possession" or otherwise liable in any manner with respect to the Property, unless and until Assignee, in person or by agent, assumes actual possession thereof; nor shall appointment of a receiver for the Property by any court at the request of Assignee or by agreement with Assignor, or the entering into possession of the Property by such receiver, be deemed to make Assignee a "mortgagee-in-possession" or otherwise liable in any manner with respect to the Property.

25. Captions. The captions of this Agreement are inserted only for the purpose of convenience, and in no way define, limit or prescribe the scope or extent of this Assignment or any part hereof.

26. Time of the Essence. Time is of the essence with regard to the performance of the obligations of Assignor in this Assignment and each and every term, covenant and condition herein by or applicable to Assignor.

[SIGNATURES COMMENCE ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Assignor has caused this instrument to be duly executed under seal as of the date first above written.

Signed, sealed and delivered
in the presence of:

Witness
Stephen E Harmon

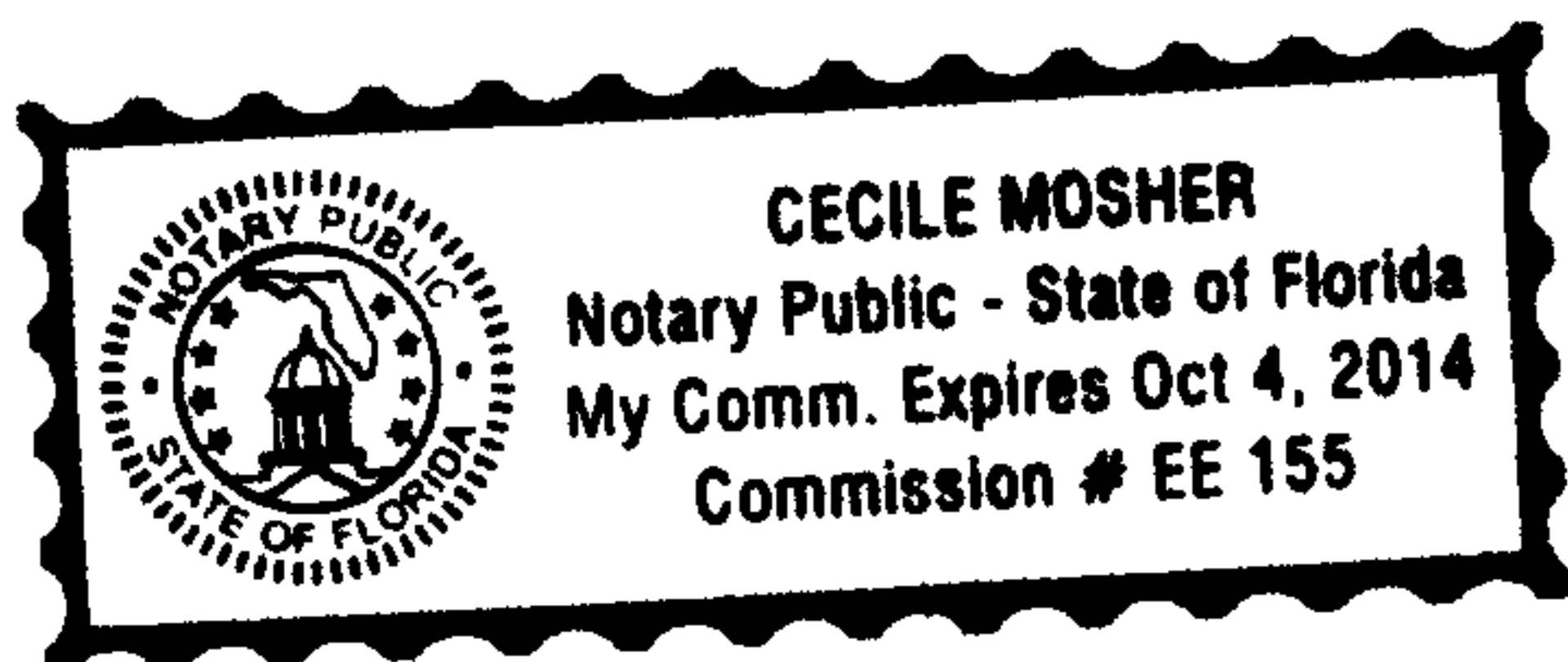
SHELBY 19 PROPERTY, LLC, an Alabama
limited liability company

By: C. Edward Harmon, Manager

STATE OF ~~ALABAMA~~ Fla)
COUNTY OF Lee)

I, Cecile Mosher, a Notary Public in and for said County in said State, hereby certify that C. Edward Harmon, whose name as Managing Member of Shelby 19 Property, LLC, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such Managing Member and with full authority, executed the same voluntarily for and as the act of said corporation.

GIVEN under my hand and official notarial seal this the 22 day of December, 2010.



Cecile Mosher
NOTARY PUBLIC

My Commission Expires:

10-4-14

Return to: 55475561
Title Source Inc.
1450 W. Long Lake Rd.
Suite 400
Troy, MI 48098

COMMERCIAL

20110107000008130 13/13 \$48.00
Shelby Cnty Judge of Probate, AL
01/07/2011 01:03:37 PM FILED/CERT

Exhibit "A"

Legal Description

SITE 19A ACCORDING TO A REDIVISION OF SITES 19 AND 20 OF FINAL PLAT OF SECTOR 1, PHASE 2, SHELBY WEST CORPORATE PARK AS RECORDED IN MAP BOOK 41, PAGE 11, PROBATE OFFICE, SHELBY COUNTY ALABAMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT A 5/8" REBAR STAMPED C.D.G. CA-0026 AND THE NORTHWEST CORNER OF SITE 19A THENCE NORTH 67 DEGREES 21 MINUTES 45 SECONDS EAST (MAP NORTH 67 DEGREES 19 MINUTES 19 SECOND EAST) FOR A DISTANCE OF 770.96'(MAP 771.31) TO THE WEST RIGHT OF WAY OF CORPORATE WOODS DRIVE (RIGHT OF WAY WIDTH 80') AND A 5/8" CAPPED REBAR STAMPED JACKINS 18399, THENCE ALONG SAID RIGHT OF WAY SOUTH 24 DEGREES 06 MINUTES 13 SECONDS EAST FOR A DISTANCE OF 412.37' TO A 5/8" CAPPED REBAR STAMPED J.P.S.-21181 AND THE BEGINNING OF A CURVE TO THE RIGHT AND HAVING A RADIUS OF 1460.01', CHORD LENGTH OF 579.02 AND A CHORD BEARING OF SOUTH 12 DEGREES ,36 MINUTES AND 01 SECONDS EAST, THENCE ALONG ARC OF SAID CURVE FOR A DISTANCE OF 582.88 (MEASURED) TO A 5/8" CAPPED REBAR STAMPED J.P.S.-21181, THENCE NORTH 80 DEGREES 59 MINUTES 47 SECONDS WEST (MAP NORTH 81 DEGREES 01 MINUTES 01 SECONDS WEST) LEAVING SAID RIGHT OF WAY FOR A DISTANCE OF 783.05'(MAP 782.52) TO A CAPPED REBAR STAMPED C.D.G. CA-0026, THENCE NORTH 24 DEGREES 02 MINUTES 06 SECONDS WEST (MAP NORTH 24 DEGREES 05 MINUTES 56 SECONDS WEST) FOR A DISTANCE OF 571.78' (MAP 571.77) TO THE NORTH WEST CORNER OF SITE 19A AND THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 601,384 SQUARE FEET, (13.80 ACRES) MORE OR LESS