

STATE OF ALABAMA )  
COUNTY OF SHELBY )

**ASSIGNMENT OF LOAN DOCUMENTS**

KNOW ALL MEN BY THESE PRESENTS:

THE UNDERSIGNED (referred to as the "Assignor"), for valuable and sufficient consideration to it paid by **REAL ESTATE ASSET PURCHASE CORPORATION**, a Delaware corporation ("Assignee"), the receipt of which is hereby acknowledged, does hereby assign, transfer, and set over unto Assignee, its successors and assigns, all of the right, title and interest of Assignor in and to the Loan Documents described hereinbelow. As used herein, the following terms shall have the following meanings:

**"Borrower"** shall refer to **NORTH SHELBY OFFICE PARK, LLC**, an Alabama limited liability company.

**"Note"** shall refer to the Promissory Note dated March 13, 2008, in the amount of \$5,100,000.00, executed by the Borrower in favor of Assignor, and secured by the Indenture; as the same has been amended and modified by First Amendment to Promissory Note effective as of April 1, 2009, Second Amendment to Promissory Note effective as of October 1, 2009 and Third Amendment to Promissory Note effective as of April 1, 2010.

**"Indenture"** shall refer to Mortgage and Security Agreement, dated March 13, 2008, executed by Borrower in favor of Assignor ("Mortgagee" or "Lender"), and recorded in Instrument No. 20080314000106680, in the Depository.

**"Depository"** shall refer to the Probate Office of Shelby County, Alabama.

**"Loan Documents"** shall refer to the Note and Indenture, together with all other documents and instruments executed by or on behalf of Borrower further securing the Note, including, without limitation, the "Loan Documents" described in the Note and Indenture.

This Assignment is made without recourse against Assignor, except that Assignor covenants with and warrants to Assignee that: Assignor is the lawful owner and holder of the indebtedness evidenced by the Note, has a good right to sell the same; and Assignor has not released any of the security described in the Loan Documents or released, satisfied or canceled any of the Loan Documents.

**This Instrument Prepared by:**  
**MARTIN, RAWSON & WOOSLEY, P.C.**  
**#2 Metroplex Drive, Suite 102**  
**Birmingham, AL 35209**

IN WITNESS WHEREOF, Assignor has caused this instrument to be executed under seal by its duly authorized officer as of the 31 day of May, 2011.

**"ASSIGNOR:"**

**PROTECTIVE LIFE INSURANCE  
COMPANY**, a Tennessee corporation

By: Charles M. Prior [SEAL]  
Name: Charles M. Prior  
Its: Senior Vice President

STATE OF ALABAMA                    )  
  :  
COUNTY OF JEFFERSON            )


I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Charles M. Prior, whose name as Sr. Vice President of **PROTECTIVE LIFE INSURANCE COMPANY**, a Tennessee corporation, 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 said instrument, he as such officer and with full authority, executed the same voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand and official seal this 31 day of May, 2011.

Sus M Edge  
Notary Public

**MY COMMISSION EXPIRES JULY 26, 2011**

My Commission Expires: \_\_\_\_\_

  
20110607000166210 2/2 \$15.00  
Shelby Cnty Judge of Probate, AL  
06/07/2011 09:37:59 AM FILED/CERT