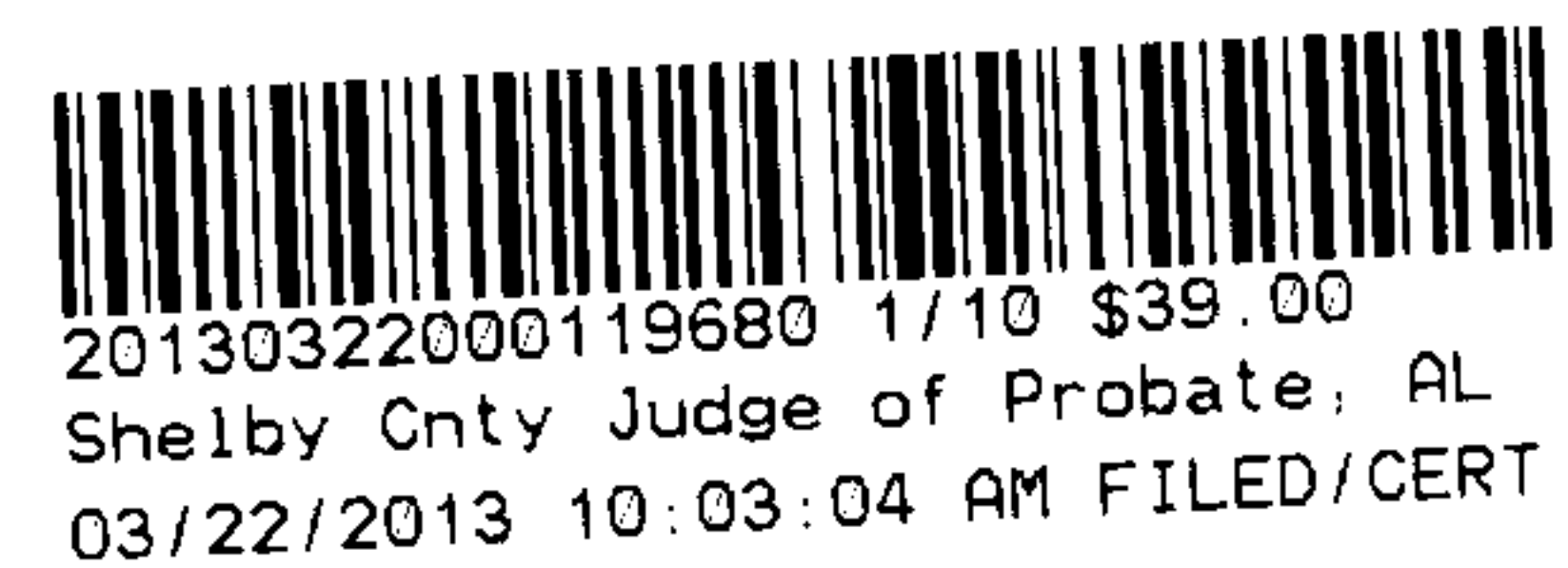


Recording requested by:  
And when recorded mail to:

Katten Muchin Rosenman LLP  
2029 Century Park East, Suite 2600  
Los Angeles, CA 90067-3012  
Attention: Adam J. Engel, Esq.



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## ASSIGNMENT OF LEASES AND RENTS

THIS ASSIGNMENT OF LEASES AND RENTS (this "Assignment") is given as of March 19, 2013, by MBCP, LLC, a Delaware limited liability company ("Assignor"), to CONTINENTAL CASUALTY COMPANY, an Illinois insurance company ("Assignee").

### RECITALS

A. Assignor is the owner of a fee simple estate in the real property described in Exhibit A attached hereto. Such real property, together with all improvements now or hereafter located thereon and all appurtenances thereto, is referred to as the "Property."

B. Assignor has executed a Promissory Note, as the same may be modified, extended, renewed, rearranged or replaced from time to time (the "Note"), of even date herewith, in the original principal amount of \$12,200,000. The Note is secured by, among other things, an Future Advances Mortgage, Security Agreement, Fixture Filing, Financing Statement, and Assignment of Leases and Rents, of even date herewith, as the same may be amended, supplemented, restated or replaced from time to time (the "Mortgage"), encumbering the Property, from Assignor to Assignee.

C. The Note, the Mortgage, this Assignment, and all other documents now or hereafter executed or delivered by Assignor in connection with the loan evidenced by the Note (the "Loan"), as any or all such documents may be amended, substituted for, or replaced from time to time, are referred to collectively as the "Loan Documents."

### ASSIGNMENT

NOW, THEREFORE, to induce Assignee to make the Loan, as a partial source of repayment of the Loan and as additional security for the payment and performance of all obligations of Assignor to Assignee evidenced by or referred to in the Loan Documents, whether now existing or subsequently incurred, Assignor hereby undertakes and agrees as follows:

1. **Definitions.** Any initially capitalized terms not otherwise defined herein shall have the same meaning in this Assignment as ascribed to such term in the Mortgage.

2. **Assignment of Leases and Rents.** Assignor hereby unconditionally, presently, absolutely and irrevocably grants, transfers and assigns unto Assignee all Rents (as such term is



defined in the Mortgage) now or hereafter due or payable to Assignor for the occupancy or use of the Property, and all Leases (as such term is defined in the Mortgage), whether written or oral, with all security therefor, including all guaranties thereof, now or hereafter affecting the Property. The aforesaid assignment shall be effective immediately upon Assignor's execution of this Assignment and is not conditioned upon the occurrence of an Event of Default or any other contingency or event; provided, however, that Assignee hereby grants to Assignor a license to collect, retain and enjoy such Rents and all security for the Leases and to exercise all rights, remedies and option as the landlord or lessee thereunder (subject to the provisions of the Mortgage and the other Loan Documents) provided that no Event of Default has occurred and is continuing. Such license shall be revocable by Assignee without notice to Assignor at any time after the occurrence of an Event of Default. Assignor represents that the Rents payable to Assignor and Assignor's right, title and interest in and to the Leases have not been heretofore sold, assigned, transferred or set over by any instrument now in force and shall not at any time, so long as the Secured Obligations evidenced by the Loan Documents remain outstanding, be sold, assigned, transferred or set over by Assignor. Assignor has good right to sell, assign, transfer and set over the same and to grant to and confer upon Assignee the rights, interest, powers and authorities herein granted and conferred. Failure of Assignee at any time or from time to time to enforce the assignment of Rents and Leases under this section shall not in any manner prevent its subsequent enforcement, and Assignee is not obligated to collect anything hereunder, but is accountable only for sums actually collected.

3. **Further Assignments.** Assignor shall give Assignee at any time upon demand any further or additional forms of assignment or transfer of such Rents, Leases and security as may be reasonably requested by Assignee, and shall deliver to Assignee executed copies of all such Leases and security.

4. **Application of Rents.** Assignee shall be entitled to deduct and retain a just and reasonable compensation from monies received hereunder for the services of Assignee or that of the agents of Assignee in collecting such monies. Subject to the terms and conditions set forth in the Mortgage and the other Loan Documents, any monies received by Assignee hereunder may be applied when received from time to time in payment of any taxes, assessments or other liens affecting the Property regardless of any delinquency, such application to be in such order as Assignee may determine. The acceptance of this Assignment by Assignee or the exercise of any rights by it hereunder shall not be, or be construed to be, an affirmation by it of any Lease nor an assumption of any liability under any Lease.

5. **Collection of Rents.** Upon or at any time during the continuance of an Event of Default, Assignee may declare all sums secured hereby immediately due and payable, and may, at its option, without notice, and whether or not the Secured Obligations shall have been declared due and payable, either in person or by agent, with or without bringing any action or proceeding, or by a receiver to be appointed by a court, (a) enter upon, take possession of, manage and operate the Property, or any part thereof (including, without limitation, making necessary repairs, alterations and improvements to the Property), (b) make, cancel, enforce or modify any of the Leases, (c) obtain and evict tenants, (d) fix or modify Rents, (e) do any acts which Assignee deems reasonably proper to protect the security thereof and (f) either with or without taking possession of the Property, in its own name sue for or otherwise collect and receive such Rents, including those past due and unpaid. In connection with the foregoing, Assignee shall be entitled



and empowered to employ attorneys and management, rental and other agents in and about the Property and to effect the matters which Assignee is empowered to do, and in the event Assignee shall itself effect such matters, Assignee shall be entitled to charge and receive reasonable management, rental and other fees therefor as may be customary in the area in which the Property is located, and the reasonable fees, charges, costs and expenses of Assignee or such persons shall be additional Secured Obligations. Assignee may apply all funds collected as aforesaid, less costs and expenses of operation and collection, including reasonable attorneys' and agents' fees, charges, costs and expenses, as aforesaid, upon any Secured Obligations, and in such order as Assignee may determine. The entering upon and taking possession of the Property, the collection of such Rents and the application thereof as aforesaid shall not cure or waive any default or Event of Default or waive, modify or affect notice of default or Event of Default under the Note or this Assignment or invalidate any act done pursuant to such notice.

6. **Authority of Assignee.** Any tenants or occupants of any part of the Property are hereby authorized to recognize the claims of Assignee hereunder without investigating (a) the reason for any action taken by Assignee, (b) the validity or the amount of secured obligations owing to Assignee, (c) the existence of any default in the Note or this Assignment, or under or by reason of this Assignment or (d) the application to be made by Assignee of any amounts to be paid to Assignee. The sole signature of Assignee shall be sufficient for the exercise of any rights under this Assignment and the receipt signed solely by Assignee for any sums received shall be a full discharge and release therefor to any such tenant or occupant of the Property. Checks for all or any part of the rentals collected under this Assignment shall be drawn to the exclusive order of Assignee.

7. **Indemnification of Assignee.** Nothing herein contained shall be deemed to obligate Assignee to perform or discharge any obligation, duty or liability of any lessor under any Lease of the Property, and Assignor shall and does hereby indemnify and hold Assignee harmless from any and all liability, loss or damage that Assignee may or might incur under any Lease or by reason of this Assignment, excluding, however, any such matter resulting from Assignee's gross negligence or willful misconduct. Any and all such liability, loss or damage incurred by Assignee, together with the costs and expenses, including reasonable attorneys' fees, incurred by Assignee in defense of any claims or demands therefor (whether successful or not), shall be additional Secured Obligations, and Assignor shall reimburse Assignee therefor on demand.

8. **Cross-Default Clause.** Any default by Assignor in the performance or observance of any covenant or condition hereof, and the continuance thereof after any notice and cure period, shall be deemed an Event of Default under each of the Loan Documents, entitling Assignee to exercise all or any remedies available to Assignee under the terms of any or all Loan Documents, and any Event of Default under any other Loan Document shall be deemed a default hereunder, entitling Assignee to exercise any or all remedies provided for herein. Failure by Assignee to exercise any right that Assignee may have hereunder shall not be deemed a waiver thereof unless so agreed in writing by Assignee, and the waiver by Assignee of any such default by Assignor hereunder shall not constitute a continuing waiver or a waiver of any other default or of the same default on any future occasion.



9. **Reassignment by Assignee.** Assignee may assign all or part of Assignor's right, title and interest in any or all of the Leases (to the extent of the interests therein conferred upon Assignee by the terms hereof) to any subsequent holder, owner, co owner or participant, of or in the Note or the other Loan Documents, or to any person who acquires title to the Property through foreclosure, deed in lieu of foreclosure or otherwise. From and after the acquisition of title to the Property by any person, through foreclosure or conveyance in lieu of foreclosure, no assignee of the interest of Assignor in any Lease shall be liable to account to Assignor for the rents, income and profits thereafter accruing. The recording of any valid release of the Mortgage shall operate as a release of this Assignment in favor of the then owner of the Property; provided, that the recording of any valid partial release of the Mortgage shall operate as a release hereof only with respect to that portion of the Property thereby released from the Mortgage, the term "Property" as used herein being deemed thereafter to refer only to that portion of the Property remaining encumbered by the Mortgage and the term "Assignor" as used herein being deemed thereafter to refer only to the owner or owners of such remaining portion of the Property; and provided further, that the affidavit of any officer of Assignee stating that any part of the indebtedness secured hereby remains unpaid shall constitute conclusive evidence of the validity, effectiveness and continuing force of this Assignment, and any person or entity may and is hereby authorized to rely upon such affidavit.

10. **Rights and Remedies.** All rights and remedies set forth in this Assignment and in the other Loan Documents are cumulative, and the holder of the Note and of every other obligation secured hereby may recover judgment thereon, issue execution therefor and resort to every other right or remedy available at law or in equity without first exhausting, and without affecting or impairing the security of, any right or remedy afforded hereby. Unless expressly provided in this Assignment to the contrary, no consent or waiver, whether express or implied, by any interested party referred to herein regarding any breach or default by any other interested party referred to herein, in the performance by such other party of any obligations contained herein shall be deemed a consent to, or waiver by the party of, the performance by such other party of any other obligations hereunder or the performance by any other interested party referred to herein of the same, or of any other obligations hereunder.

11. **Interpretation.** If any provision of this Assignment or any paragraph, sentence, clause, phrase or word, or the application thereof, is held invalid in any circumstance, the validity of the remainder of this Assignment shall be construed as if such invalid part were never included herein.

12. **Successors and Assigns.** This Assignment and all provisions hereof shall be binding upon Assignor, its successors and assigns, and all other persons or entities claiming under or through Assignor and the word "Assignor," when used herein, shall include all such persons and entities and any others liable for the payment of the indebtedness secured hereby or any part thereof, whether or not they have executed the Note or this Assignment. The word "Assignee," when used herein shall include Lender's successors and assigns, including all other holders, from time to time, of the Note. This Assignment shall run with the land constituting the Property.

13. **Binding Effect.** The provisions of this Assignment shall bind and benefit the parties hereto and their respective successors and permitted assigns.



14. **Notices.** Notices under this Assignment shall be given in the manner set forth in **Section 9.10** of the Mortgage.

15. **Governing Law.** This Assignment shall be construed and enforced according to the laws of the State of Alabama, without giving effect to conflict of laws principles.

16. **Conflict with Mortgage.** In the event of any conflict between the terms hereof and the terms of the Mortgage, the Mortgage shall control and be binding.

17. **Non-Recourse.** Assignor's obligations hereunder are subject to and limited by **Section 16** of the Note and **Section 9.4** and **Section 9.21** of the Mortgage.

18. **Termination.** Upon the indefeasible payment and performance in full of all of the Secured Obligations (except for those certain obligations that survive repayment of the Indebtedness under the Loan Documents), Assignee will, at the sole cost and expense of Assignor, promptly execute and deliver to Assignor such documents as may be required to discharge and/or release this Assignment of record, provided that such documents are acceptable to Assignee in Assignee's discretion.

19. **Acceptance of Cures for Event of Default.** Notwithstanding anything to the contrary contained in this Assignment or the other Loan Documents (including, without limitation, any reference to the "continuance" of an Event of Default), Assignee shall in no event or under any circumstance be obligated or required to accept a cure by Assignor or by any other Person of an Event of Default unless Assignee agrees to do so in the exercise of its sole and absolute discretion, it being agreed that once an Event of Default has occurred and so long as Assignee has not determined to accept a cure of such Event of Default in writing, Assignee shall be absolutely and unconditionally entitled to pursue all rights and remedies available to it under the Loan Documents, at law or in equity or otherwise.

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IN WITNESS WHEREOF, this Assignment has been duly executed by Assignor as of the day and year first above written.

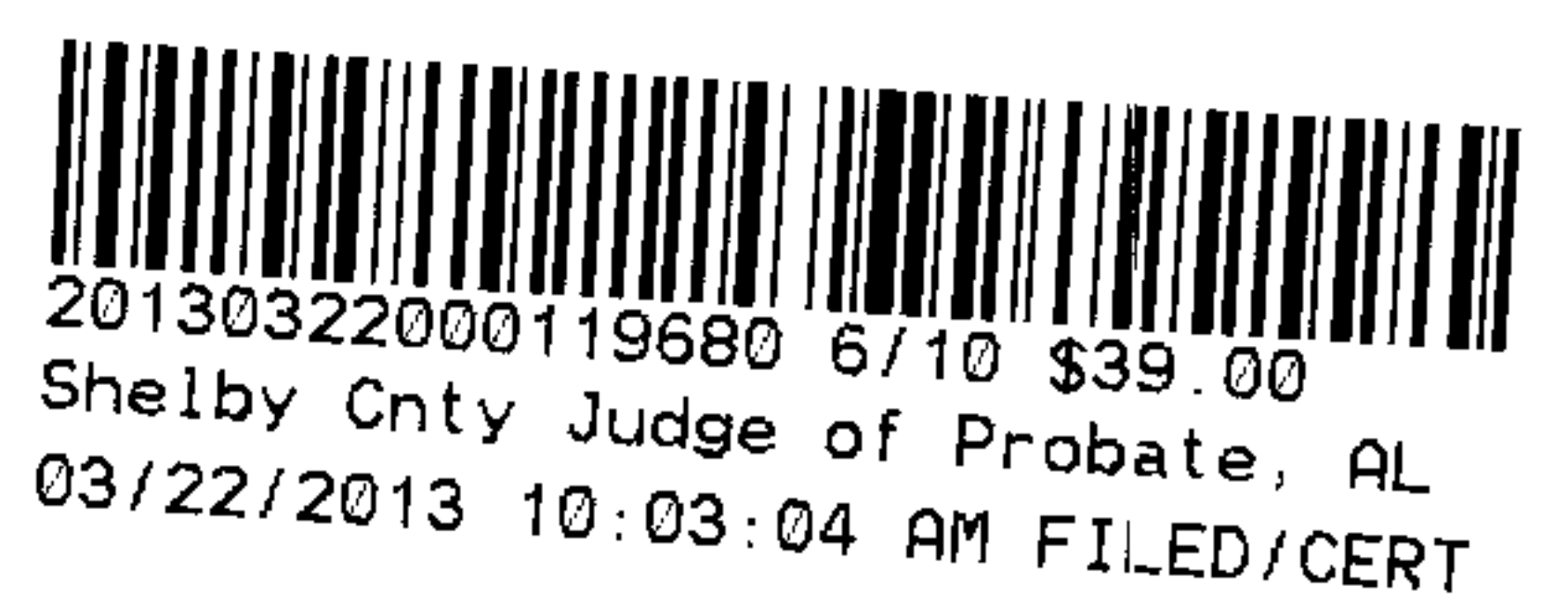
**ASSIGNOR:**

**MBCP, LLC**, a Delaware limited liability company

By:

  
\_\_\_\_\_  
Kim Campbell  
Manager

Signature Page to Assignment of Leases and Rents



STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, a notary public in and for said County, in said State, hereby certify that Kim Campbell, whose name as Manager of MBCP, LLC, a Delaware limited liability company, 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 Manager, and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand this the 14<sup>th</sup> day of March, 2013.

\_\_\_\_\_  
(Signature and office of individual taking acknowledgment.)

Notary Public

My Commission Expires: May 9, 2014

*See attached*



20130322000119680 7/10 \$39.00  
Shelby Cnty Judge of Probate, AL  
03/22/2013 10:03:04 AM FILED/CERT

CERTIFICATE OF ACKNOWLEDGMENT

State of California )

County of San Diego )

On March 14, 2013, before me, ERIN E. NASH, Notary Public, personally appeared KIM CAMPBELL, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Erin E. Nash (Seal)



20130322000119680 8/10 \$39.00  
Shelby Cnty Judge of Probate: AL  
03/22/2013 10:03:04 AM FILED/CERT



## EXHIBIT A

### LEGAL DESCRIPTION

#### PARCEL I:

Lot 11-G, Meadow Brook Corporate Park South, Phase II, Resurvey No. 8, as recorded in Map Book 25, page 91 A & B, in the Probate Office of Shelby County, Alabama; being more particularly described as follows:

Begin at the Southeasterly corner of Lot 11-G, Meadow Brook Corporate Park South, Phase II, Resurvey No. 8, as recorded in Map Book 25, page 91 A & B in the Probate Office of Shelby County, Alabama and run North 90°00' West a distance of 603.04 feet to a point on the corner of Lot 11-G; thence North 0°00' East a distance of 603.74 feet to a point on the Southeasterly right of way line of Resource Drive; thence North 64°16'06" East along the Southeasterly right of way line of Resource Drive a distance of 223.21 feet to the P.C. (Point of Curve) of a curve to the left having a radius of 460.00 feet, a central angle of 28°27'36" and a chord bearing of North 50°02'18" East; thence along the arc of said curve and the Southeasterly right of way line of Resource Drive a distance of 228.49 feet to the P.R.C. (Point of Reverse Curve) of a curve to the right having a radius of 25.00 feet, a central angle of 79°47'55" and a chord bearing of North 75°42'28" East; thence along the arc of said curve and the Southeasterly right of way line of Resource Drive a distance of 34.82 feet to a point on the Southwesterly right of way line of Corporate Drive, said point being the P.R.C. (Point of Reverse Curve) of a curve to the left having a radius of 362.21 feet, a central angle of 10°38'30" and a chord bearing of South 69°42'50" East; thence along the arc of said curve and the Southwesterly right of way line of Corporate Drive a distance of 67.27 feet to the P.T. (Point of Tangent) of said curve; thence South 75°02'05" East tangent to said curve along the Southwesterly right of way line of Corporate Drive a distance of 52.34 feet to a point; thence South 0°25'10" East a distance of 97.46 feet to a point; thence South 15°00'40" West a distance of 43.23 feet to a point; thence South 0°25'10" East a distance of 460.87 feet to a point; thence South 22°45'40" East a distance of 235.47 feet to the Point of Beginning; being situated in Shelby County, Alabama.

#### PARCEL II:

Lot 11-F, Meadow Brook Corporate Park South, Phase II, Resurvey No. 8, as recorded in Map Book 25, page 91 A & B in the Probate Office of Shelby County, Alabama; being more particularly described as follows:

Begin at the Southeast corner of Lot 11-F, Meadow Brook Corporate Park South, Phase II, Resurvey No. 8, as recorded in Map Book 25, page 91 A & B in the Probate Office of Shelby County, Alabama and run North 0°00' East along the East line of said Lot 11-F a distance of 603.74 feet to a point on the Southeasterly right of way line of Resource Drive (a 60 foot wide right of way); thence South 64°16'06" West along the Southeasterly right of way line of Resource Drive a distance of 295.54 feet to a point; thence North 25°43'54" West a distance of 255.40 feet to a point on the edge of Lake E; thence South 58°16'06" West a distance of 3.66 feet to the P.C. (Point of Curve) of a curve to the right having a radius of 185.00 feet, a central angle

of 83°15'51" and a chord bearing of North 80°05'58" West; thence in a Southwesterly, Westerly and Northwesterly direction along the arc of said curve and along Lake E a distance of 268.85 feet to a point; thence South 51°31'57" West a distance of 243.19 feet to a point; thence South 2°58'01" West a distance of 315.00 feet to a point; thence South 28°58'16" West a distance of 320.01 feet to a point, said point being the Southwesterly corner of Lot 11-F; thence North 90°00' East along the South line of said Lot 11-F a distance of 984.14 feet to the Point of Beginning.

TOGETHER WITH rights granted in that certain Reciprocal Easement Agreement recorded in Instrument 20030102000000360, in the Probate Office of Shelby County, Alabama.