

## ASSIGNMENT OF RENTS AND LEASES

The following terms shall have the meanings set forth below, as used in this instrument:

**Lender:** **First Partners Bank**  
**Lender's Notice Address:** **2121 Highland Avenue**  
**Birmingham, Alabama 35205**  
**Loan Amount:** **\$600,000.00 consisting of a \$500,000.00 non-revolving line of credit, and a \$100,000.00 revolving line of credit**  
**Mortgage:** **The Mortgage and Security Agreement executed by Owner in favor of Lender this date to further secure the Note (defined below).**  
**Owner:** **River Bend Development, LLC**  
**Owner's Notice Address:** **120 Bishop Circle**  
**Pelham, Alabama 35124**

1. **BY THIS ASSIGNMENT**, the Owner, for value received, hereby assigns to the Lender all of Owner's right, title, privileges and interest which Owner has and may have in the leases, operating agreements, management agreements, concession agreements, licenses, and all similar agreements, now existing or hereafter made and affecting the real property described in Exhibit A attached hereto and incorporated herein by reference and the improvements and equipment thereon (collectively referred to as the "Property"), together with all extensions, renewals, modifications or replacements of said leases and agreements, and together with any and all guarantees of the obligations of the lessees and other obligors thereunder, whether now existing or hereafter executed, and all extensions and renewals of said guarantees. All said leases and all other said agreements described in this Paragraph 1, together with any and all guarantees, modifications, extensions and renewals thereof, are hereinafter collectively and severally referred to as the "Lease".

2. **OWNER'S PURPOSE** in making this assignment is to relinquish, convey, and assign to Lender its right to collect and enjoy the rents, royalties, issues, profits, income and other benefits at any time accruing by virtue of the Lease (hereinafter called "Rents and Profits") as security for (i) payment of the outstanding indebtedness to Lender in connection with the Loan (as defined in the Mortgage) as evidenced by the Note (as defined in the Mortgage) payable to Lender, in the aggregate original principal sum equal to the Loan Amount, (ii) payment of all Other Indebtedness (as defined in the Mortgage), and (iii) performance of the Owner's obligations under the Mortgage, the other Loan Documents (as defined in the Mortgage) and the Other Indebtedness Instruments (as defined in the Mortgage).

3. **THE PARTIES INTEND** that this Assignment shall be a present, absolute and unconditional assignment and shall, immediately upon execution, give Lender the right to collect the Rents and Profits and to apply them in payment of the principal and interest and all other sums payable on the Note, as well as all other sums payable under the Loan Documents. However, Lender hereby grants to Owner a license to collect, subject to the provisions set forth below and in the Loan Documents, the Rents and Profits as they respectively become due and to enforce the Lease, so long as there is no default by Owner in performance of the terms, covenants or provisions of the Note, the Loan Documents or this Assignment. Nothing contained herein, nor any collection of Rents and Profits by Lender or by a receiver, shall be construed to make Lender a "mortgagee-in-possession" of the Property so long as Lender has not itself entered into actual possession of the Property.

4. **UPON THE OCCURRENCE OF ANY DEFAULT** under the terms and conditions of the Note, the Mortgage, this Assignment or any of the other Loan Documents, this Assignment shall constitute a direction to and full authority to any and all obligors under the Lease and any guarantor of the Lease to pay all Rents and Profits to Lender without proof of the default relied upon. Owner hereby irrevocably authorizes any and all obligors under the Lease and any guarantor to rely upon and comply with any notice or demand by Lender for the payment to Lender of any Rents and Profits due or to become due. Any and all obligors under the Lease and any guarantor shall have no right or duty to inquire whether a default has actually occurred and Owner shall have no claim against any obligor under the Lease or any guarantor for any Rents and Profits paid by such obligor Lessee or such guarantor to Lender pursuant to Lender's demand or notice.

5. **OWNER WARRANTIES:**

- (a) that no default exists on the part of Owner under any Lease;
- (b) that no rent or other payment has been or will be collected under any Lease more than one month in advance;
- (c) that neither the Lease nor any interest therein has been previously or will be assigned or pledged by Owner;
- (d) that no concession has been or will be granted to any Lessee in the form of a waiver, release, reduction, discount or other alteration of rent or other payment due or to become due.

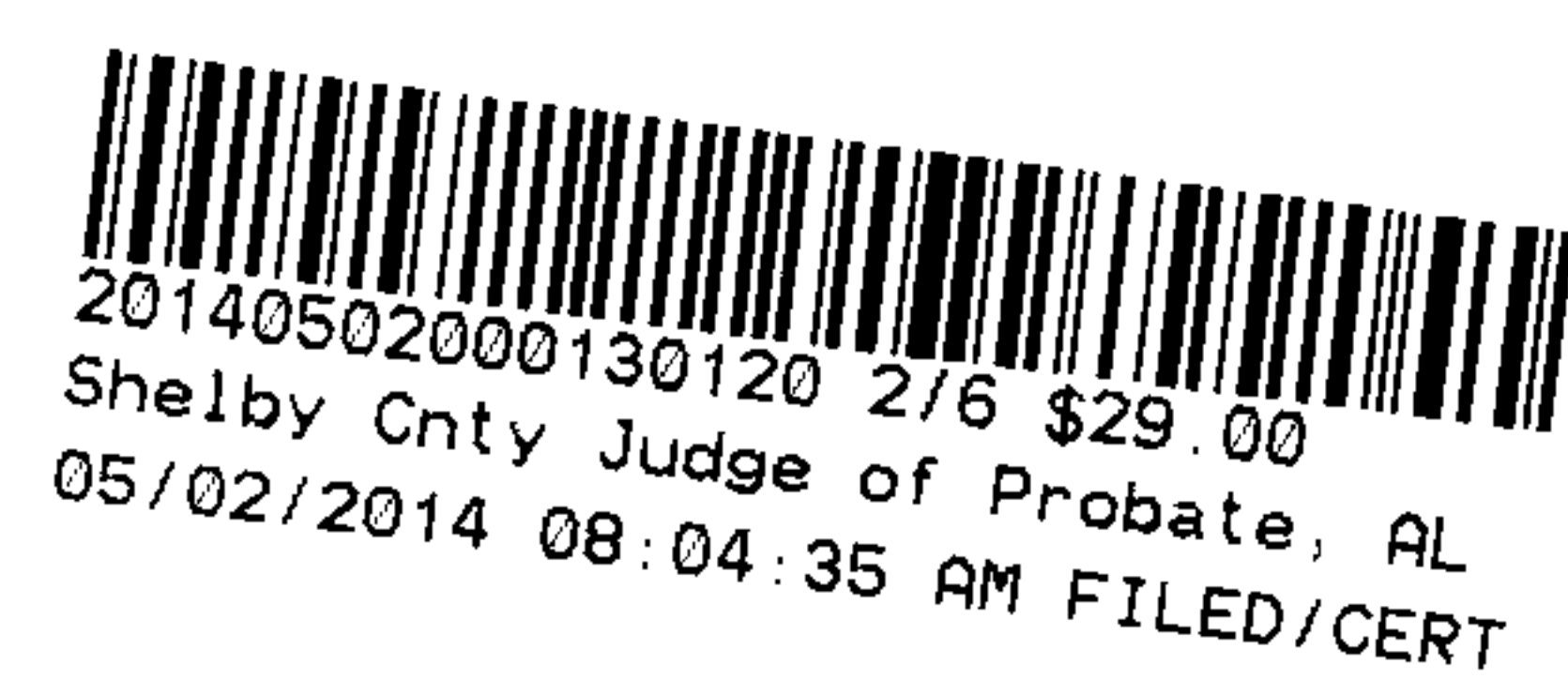
All of the foregoing warranties shall be deemed to be reaffirmed on and as of the time of each Lease executed by Owner on the Property.

6. Owner agrees that nothing herein shall be construed to impose any liability or obligation on Lender under or with respect to the Lease. Owner does not delegate or assign to Lender, and Lender does not accept or assume any of the duties, obligations, or liabilities of Owner as provided in the Lease. Despite the present and absolute assignment by Owner to Lender of the Lease, Lender will not be required to perform any of the agreements or conditions contained in the Lease and nothing in this Agreement will impose any obligation upon Lender (including any liability under any covenant of quiet enjoyment as provided in the Lease). Owner retains and will perform all duties, obligations, and liabilities of Owner as provided in the Lease, provided that Lender, in the sole and absolute option of Lender may cure any default as provided in the Lease on behalf of Owner, and Owner will reimburse Lender on demand for all amounts paid and expended by Lender to cure the defaults of Owner as provided in the Lease.

7. This Assignment is intended to be supplementary to and not in substitution for or in derogation of any assignment of rents contained in the Loan Documents. Failure of the Lender to avail itself of any terms, covenants or conditions of this Assignment for any period of time or for any reason shall not constitute a waiver thereof.

8. Notwithstanding any future modification of the terms of the Loan Documents, this Assignment and the rights and benefits hereby assigned and granted shall continue in favor of Lender in accordance with the terms of this Assignment.

9. This Assignment shall be binding upon and inure to the benefit of the respective heirs, legal representatives, successors and assigns of the parties hereto (including without limitation, in the case



of Lender, any third parties now or hereafter acquiring any interest in the Note or any part thereof, whether by virtue of assignment, participation or otherwise). The words "Owner", "Lender", "obligor under the Lease", and "guarantor", wherever used herein, shall include the persons and entities named herein or in the Lease or any guaranty and designated as such and their respective heirs, legal representatives, successors, and assigns, provided that any action taken by the named Lender or any successor designated as such by an instrument recorded in the appropriate office of the County in which the Property is located referring to this Assignment shall be sufficient for all purposes notwithstanding that Lender may have theretofore assigned or participated any interest in the Note to a third party. All words and phrases shall be taken to include the singular or plural number, and the masculine, feminine, or neuter gender, as may fit the case.

10. Any change, amendment, modification, abridgement, cancellation, or discharge of this Assignment or any term or provision hereof shall be invalid without the written consent of Lender.

11. Upon payment to Lender of the full amount of all indebtedness and obligations secured hereby and by the Loan Documents, as evidenced by a recorded satisfaction or release of the Mortgage, Note, and guarantees, this Assignment shall be void and of no further effect.

12. All notices given hereunder shall be given in the manner set forth in the Mortgage.

13. If any provision hereof is determined to be illegal or unenforceable for any reason, the remaining provisions hereof shall not be affected thereby.

14. This Assignment shall be governed by and construed in accordance with the laws of the State of Alabama.

15. **WAIVER OF JURY TRIAL.** TO THE EXTENT PERMITTED BY APPLICABLE LAW, OWNER HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY ON ANY CLAIM, COUNTERCLAIM, SETOFF, DEMAND, ACTION OR CAUSE OF ACTION (A) ARISING OUT OF OR IN ANY WAY PERTAINING OR RELATING TO THIS ASSIGNMENT OR THE OTHER LOAN DOCUMENTS, OR (B) IN ANY WAY CONNECTED WITH OR PERTAINING OR RELATED TO OR INCIDENTAL TO ANY DEALINGS OF THE PARTIES HERETO WITH RESPECT TO THIS ASSIGNMENT OR THE OTHER LOAN DOCUMENTS, OR IN CONNECTION WITH THE TRANSACTIONS RELATED THERETO OR CONTEMPLATED THEREBY OR THE EXERCISE OF EITHER PARTY'S RIGHTS AND REMEDIES THEREUNDER, IN ALL OF THE FOREGOING CASES WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE. OWNER AGREES THAT LENDER MAY FILE A COPY OF THIS PARAGRAPH WITH ANY COURT AS WRITTEN EVIDENCE OF THE KNOWING, VOLUNTARY AND BARGAINED AGREEMENT OF OWNER IRREVOCABLY TO WAIVE ITS RIGHT TO TRIAL BY JURY, AND THAT ANY DISPUTE OR CONTROVERSY WHATSOEVER BETWEEN OWNER AND LENDER SHALL INSTEAD BE TRIED IN A COURT OF COMPETENT JURISDICTION BY A JUDGE SITTING WITHOUT A JURY.



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Shelby Cnty Judge of Probate, AL  
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IN WITNESS WHEREOF, this document has been executed by the undersigned under seal as of the 23rd day of April, 2014.

“OWNER”

River Bend Development, LLC

By: J.R. Adams, Member

STATE OF ALABAMA       )  
JEFFERSON COUNTY       )


I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **J.R. Adams**, whose name as a member of **River Bend Development, LLC**, an Alabama 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 the instrument, he, in such capacity and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand this 23rd day of April, 2014.

[Signature]  
Notary Public  
My Commission Expires: \_\_\_\_\_

**MY COMMISSION EXPIRES 10/01/2016**

**THIS INSTRUMENT PREPARED BY:**  
**James E. Vann, Esquire**  
**Sirote & Permutt, P.C.**  
**2311 Highland Avenue South - 35205**  
**P.O. Box 55727**  
**Birmingham, Alabama 35255-5727**  
**(205) 930-5484**


  
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## EXHIBIT A

A parcel of land situated in Section 30, Township 20 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

Commence at a rebar capped SSI at the NE corner of Lot 1862 of Old Cahaba V Second Addition as recorded in Map Book 36 Page 105 A & B in the Office of the Judge of Probate in Shelby County, Alabama; thence S 44°07'43" W along the northwestern line of Lots 1862 and 1861 a distance of 168.14 feet to the SW corner of Lot 1861; thence S 50°58'32" E along the southwestern line of Lot 1861 a distance of 59.80 feet to the NE corner of Pump Lot; thence S 33°07'16" W along the northwestern line of Pump Lot a distance of 66.17 feet to the NW corner of Pump Lot; thence S 59°06'10" E along the southwestern line of Pump Lot a distance of 61.86 feet to the Southernmost corner of a Pump Lot and a point on the northwestern right-of-way of Old Cahaba Parkway, said point also being the POINT OF BEGINNING; thence S 27°13'23" W along the proposed right-of-way of Old Cahaba Parkway a distance of 76.03 feet to the Easternmost corner of proposed Lot 2001; thence N 62°46'56" W along the northeastern line of proposed Lot 2001 and leaving said right-of-way a distance of 110.00 feet to the Northernmost corner of proposed Lot 2001; thence S 27°03'42" W along the northwestern line of proposed Lot 2001 a distance of 82.38 feet to the Northernmost corner of proposed 2002; thence S 21°32'28" W along the northwestern line of proposed Lot 2002 a distance of 92.84 feet to the Northernmost corner of proposed Lot 2003; thence S 13°13'20" W along the western line of proposed Lot 2003 a distance of 92.84 feet to the NW corner of proposed Lot 2004; thence S 04°54'12" W along the western line of proposed Lot 2004 a distance of 92.84 feet to the NW corner of proposed Lot 2005; thence S 0°20'01" W along the western line of proposed Lot 2005 a distance of 80.66 feet to the NW corner of Proposed Lot 2006; thence S 0°19'16" W along the western line of proposed Lot 2006 a distance of 80.00 feet to the SW corner of Proposed Lot 2006; thence S 89°40'44" E along the southern line of Proposed Lot 2006 a distance of 110.00 feet to the SE corner of Proposed Lot 2006 and a point on the western right-of-way of Proposed Old Cahaba Parkway; thence S 00°19'16" W along said right-of-way a distance of 80.00 feet to the NE corner of proposed Lot 2008; thence N 89°40'44" W along the northern line of proposed Lot 2008 and leaving said proposed right-of-way a distance of 110.00 feet to the NW corner of proposed Lot 2008; thence S 00°19'16" W along the western line of proposed Lot 2008 through Lot 2014 a distance of 560.00 feet to the NW corner of proposed Lot 2015; thence S 04°57'34" W along the western line of proposed Lot 2015 a distance of 79.20 feet to the NW corner of proposed Lot 2016; thence S 19°20'56" W along the western line of proposed Lot 2016 a distance of 79.44 feet to the Northernmost corner of Lot 2017; thence S 34°04'17" W along the northwestern line of proposed Lot 2017 a distance of 79.44 feet to the Westernmost corner of proposed Lot 2017; thence S 48°34'03" E along the southwestern line of proposed Lot 2017 a distance of 170.00 feet to a point on the southeastern right-of-way of proposed Old Cahaba Parkway also being a point on a curve to the left having a central angle of 05°27'03" and a radius of 480.00 feet, said curve subtended by a chord bearing N 38°42'26" E and a chord distance of 45.65 feet; thence along the arc of said curve and along said proposed right-of-way a distance of 45.67 feet to the Westernmost corner of proposed Lot 2251; thence S 51°01'59" E along the southwestern line of proposed Lot 2251 and leaving said proposed Right-of-way a distance of 110.00 feet to the Southernmost corner of proposed Lot 2251; thence N 31°49'15" E along the southeastern line of proposed Lot 2251 a distance of 98.48 feet to the Easternmost corner of proposed Lot 2252; thence N 22°27'11" E along the eastern line of proposed Lot 2252 a distance of 92.78 feet to the SE corner of proposed Lot 2253; thence N 13°26'02" E along the eastern line of proposed Lot 2253 a distance of 92.78 feet to the SE corner of proposed Lot 2254; thence N 04°24'11" E along the eastern line of proposed Lot 2254 a distance of 93.26 feet to the SE corner of proposed Lot 2255; thence N 00°19'16" E along the eastern line of proposed Lot 2255 through Lot 2264 a distance of 800.00 feet to the SE corner of proposed Lot 2265; thence N 05°53'40" E along the eastern line of proposed Lot 2265 a distance of 84.05 feet to the NE corner of proposed Lot 2265; thence N 77°27'15"

W along the northeastern line of proposed Lot 2265 a distance of 110.00 feet to the eastern right-of-way of proposed Old Cahaba Parkway, said point also being a point on a curve to the right having a central angle of  $14^{\circ}40'19''$  and a radius of 470.00 feet, said curve subtended by a chord bearing N  $19^{\circ}52'54''$  E and a chord distance of 120.03 feet; thence along the arc of said curve and along said proposed right-of-way a distance of 120.35 feet to a point of tangent; thence N  $27^{\circ}13'04''$  E along said proposed right-of-way a distance of 142.38 feet to the southeastern right-of-way of Old Cahaba Parkway; thence N  $63^{\circ}39'25''$  W along said right-of-way for a distance of 60.00 feet to the POINT OF BEGINNING; Said parcel of land contains 8.57 acres, more or less.

  
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