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Shelby Cnty Judge of Probate, AL  
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STATE OF GEORGIA  
COUNTY OF DEKALB

After recording return to:  
Edwin A. Tate, Esq.  
Seacrest, Karesh, Tate & Bicknese, LLP  
56 Perimeter Center East, Suite 450  
Atlanta, GA 30346

### ASSIGNMENT OF LESSOR'S INTEREST IN LEASES

THIS ASSIGNMENT OF LESSOR'S INTEREST IN LEASES (hereinafter referred to as "Assignment") made and entered into this 30<sup>th</sup> day of May, 2014, by and between 700 RIDGEVIEW, LLC, a Georgia limited liability company, having a mailing address of 2 Buckhead Plaza, 3050 Peachtree Road, Suite 570, Atlanta, Georgia 30305, party of the first part (hereinafter referred to as "Borrower"), and FIDELITY BANK having a mailing address of 3490 Piedmont Road, Suite 1550, Atlanta, Georgia 30305, party of the second part (hereinafter referred to as "Lender");

### WITNESSETH

That for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, and in order to secure the indebtedness and other obligations of Borrower hereinafter set forth, Borrower does hereby grant, transfer and assign to Lender and the successors and assigns of Lender all of the right, title and interest of Borrower in, to and under all of those certain lease agreements including any and all extensions, renewals and modifications thereof and guarantees of the performance or obligations of any "Tenant" thereunder (hereinafter referred to collectively and severally as the "Lease") more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof, the Lease being assigned to or executed by or on behalf of Borrower as "Landlord" therein, and the Lease demising a portion of the space within the improvements constructed upon certain land (hereinafter referred to as the "Property") described in Exhibit "B" attached hereto and by this reference made a part hereof; TOGETHER WITH all of the interest of Borrower in and to all rents, issues and profits from the Lease and from the Property.

This Assignment is made for the purpose of securing the following described indebtedness:

(a) the debt evidenced by that certain Promissory Note (hereinafter referred to as the "Note" and to which Note reference is hereby made for all purposes) dated May 30, 2014, made by Borrower, payable to the order of Lender in the principal face amount of SIX MILLION and 00/100

(\$6,000,000.00) Dollars with the final payment being due on June 1, 2019; together with any and all renewals and/or extensions of the indebtedness evidenced by the Note and any and all other indebtedness now due by Borrower to Lender or hereafter incurred by Borrower, whether directly or indirectly, as principal, endorser, guarantor or otherwise.

(b) any and all indebtedness secured by that certain deed to secure debt, mortgage or deed of trust (hereinafter referred to as the "Security Instrument" and to which Security Instrument reference is hereby made for all purposes) dated of even date herewith, made by Borrower in favor of Lender, conveying the Property to secure the indebtedness evidenced by the Note;

(c) any and all advances made by Lender to protect or preserve the security created by this Assignment, or to protect or preserve the Property or the "Premises" (as that term is defined in the Security Instrument) or the lien of the Security Instrument on said "Premises", or for taxes or insurance premiums as provided in the Security Instrument; and

(d) the performance and discharge of each obligation, covenant and agreement of Borrower contained herein or in the Note or in the Security Instrument.

Borrower and Lender agree that (i) an extension or extensions may be made of the time of payment of all or any part of the indebtedness evidenced by the Note or of any other indebtedness secured by this Assignment or by the Security Instrument; (ii) the terms of the Note, the Security Instrument and this Assignment may be modified; (iii) additional security may be given by Borrower; and (iv) the Lease may be released herefrom: all without altering or affecting the security created by this Assignment in favor of any junior encumbrancer, grantee, purchaser or other person, or any person acquiring or holding an interest in the Lease or the Property or any portion thereof and without altering or releasing the obligation of Borrower under the Note, the Security Instrument or this Assignment.

Should the indebtedness secured by this Assignment be paid according to the tenor and effect thereof when the same shall become due and payable, and should Borrower perform all covenants herein contained, then this Assignment shall be canceled and surrendered as hereinafter provided.

Borrower and Lender hereby further covenant and agree as follows, in addition to and not in substitution for or derogation of any other covenants contained in the Security Instrument or other instruments concerning the indebtedness secured hereby or by the Security Instrument:

## ARTICLE I

### 1.01 Warranties of Borrower. Borrower hereby warrants unto Lender that:

(a) Borrower has made no assignment other than this Assignment of any of the rights of Borrower under the Lease;

(b) Borrower has neither done any act nor omitted to do any act which might prevent Lender from, or limit Lender in, acting under any of the provisions of this Assignment;



(c) Borrower has not accepted payment of rental under the Lease for more than one (1) month in advance of the due date thereof;

(d) so far as is known to Borrower, there is no default by any "Tenant" under the terms of the Lease;

(e) Borrower is not prohibited under any agreement with any other person or any judgment or decree from (i) the execution and delivery of either this Assignment or the Lease; (ii) the performance of each and every covenant of Borrower under either this Assignment or the Lease; or (iii) the meeting of each and every condition contained in this Assignment;

(f) no action has been brought or, so far as is known to Borrower, is threatened, which in anywise would interfere with the right of Borrower to execute this Assignment and perform all of Borrower's obligations contained in this Assignment and in the Lease; and

(g) the Lease is in full force and effect and has not been modified or amended unless as expressly set forth in said Exhibit "A" attached hereto.

1.02 Covenants of Borrower. Borrower hereby covenants with Lender that:

(a) Borrower will (i) fulfill, perform and observe each and every condition and covenant of Borrower contained in the Lease; (ii) give prompt notice to Lender of any claim of default under the Lease either given by the "Tenant" under the Lease to Borrower or given by Borrower to the "Tenant" under the Lease, together with a complete copy of any such claim; (iii) at no cost or expense to Lender, enforce, short of termination, the performance and observance of each and every covenant and condition of the Lease to be performed or observed by the "Tenant" thereunder; and (iv) appear in and defend any action growing out of, or in any matter connected with, the Lease or the obligations or liabilities of Borrower as the "Landlord" thereunder or of the "Tenant" or any guarantor thereunder;

(b) Borrower will not, without the prior written consent of Lender, either (i) modify the Lease; (ii) terminate the term or accept the surrender of the Lease; (iii) waive, or release the "Tenant" from, the performance or observance by the "Tenant" of any obligation or condition of the Lease; (iv) permit the prepayment of any rents under the Lease for more than one (1) month prior to the accrual thereof; or (v) give any consent to any assignment or sublease by the "Tenant" under the Lease;

(c) Borrower shall take no action which shall cause or permit the estate of the "Tenant" under the Lease to merge with the reversionary interest of Borrower in the Property or any portion thereof; and

(d) Lender shall not be obligated to perform or discharge any obligation of Borrower under the Lease, and Borrower agrees to, and does hereby indemnify and hold Lender harmless against any and all liability, loss or damage which Lender may incur under the Lease or



under or by reason of this Assignment, and from all claims and demands whatsoever which may be asserted against Lender by reason of an act of Lender under this Assignment.

1.03 Covenants of Lender. By acceptance of delivery of this Assignment, Lender covenants with Borrower that:

(a) so long as there shall exist no Event of Default, as defined in Paragraph 2.01 herein below, on the part of Borrower, Borrower shall have the right to collect, but not more than one (1) month prior to accrual, all rents, issues and profits from the Property (including, but not by way of limitation, all rental payments under any of the Leases) and to retain, use and enjoy the same; and

(b) upon the payment in full of all indebtedness secured hereby, as evidenced by the recording or filing of an instrument of satisfaction or full release of the Security Instrument without the recording of another security instrument in favor of Lender affecting the Property, this Assignment shall become and be void and of no further effect.

## ARTICLE 2

2.01 Event of Default. The term "Event of Default", wherever used in this Assignment, shall mean any one or more of the following events:

(a) the occurrence of any "default" or "event of default" as defined in the Security Instrument; or

(b) the failure by Borrower to duly observe any covenant, condition or agreement of this Assignment, or the breach of any warranty by Borrower contained in this Assignment.

2.02 Remedies. Upon the occurrence of any Event of Default, in addition to any and all other rights and remedies available to Lender under the Note and the Security Instrument, and not in substitution therefor or in derogation thereof, and without any notice to Borrower, Lender may (i) proceed to enter upon, take possession of and operate the Property without becoming a mortgagee in possession; (ii) proceed to perform any and all obligations of Borrower under any of the Leases and exercise any and all rights of Borrower therein contained as fully as Borrower itself could, all without regard to the adequacy of security for the indebtedness hereby secured and with or without the bringing of any legal action or the causing of any receiver to be appointed by any court or other judicial authority; (iii) make, enforce, modify and accept the surrender of the Lease; (iv) evict the "Tenant" under the Lease or obtain tenants for other space within the Property; (v) fix or modify rent; and (vi) do all of the acts which Lender may deem necessary or proper to protect the security created by this Assignment. If an Event of Default shall have occurred and be continuing, Borrower does hereby specifically authorize Lender, in the name of Borrower or in the name of Lender, to sue for or otherwise collect and receive all rents, issues and profits from the Property, including those past due and unpaid, and apply such as required or permitted by the Security Instrument. Entry upon and taking possession of the Property and the collection of the rents, issues and profits of the Property and the application thereof, as aforesaid, shall not operate to waive any default or prohibit the taking of any action by Lender under the Note, the Security Instrument, this Assignment or other related

loan documents or at law or in equity to enforce payment of the indebtedness secured hereby or by the Security Instrument or to realize on any other security.

### ARTICLE 3

3.01 Successors and Assigns. This Assignment shall inure to the benefit of and be binding upon Borrower and Lender and their respective heirs, executors, legal representatives, successors and assigns. Whenever a reference is made in this Assignment to Borrower or Lender such reference shall be deemed to include a reference to the heirs, executors, legal representatives, successors and assigns of Borrower or Lender.

3.02 Terminology. All personal pronouns used in this Assignment whether used in the masculine, feminine or neuter gender, shall include all other genders; the singular shall include the plural, and vice versa. Titles and Articles are for convenience only and neither limit nor amplify the provisions of this Assignment itself.

3.03 Severability. If any provision of this Assignment or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Assignment and the application of such provisions to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

3.04 Applicable Law. This Assignment shall be interpreted, construed and enforced according to the laws of the State of Alabama.

[SIGNATURES COMMENCE ON NEXT PAGE]



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IN WITNESS WHEREOF, Borrower and Lender have executed this Assignment under seal, as of the day and year first above written.

BORROWER:

700 RIDGEVIEW LLC, a Georgia  
limited liability company

By: \_\_\_\_\_ [SEAL]  
Christopher F. Brogdon, Manager

### Acknowledgment

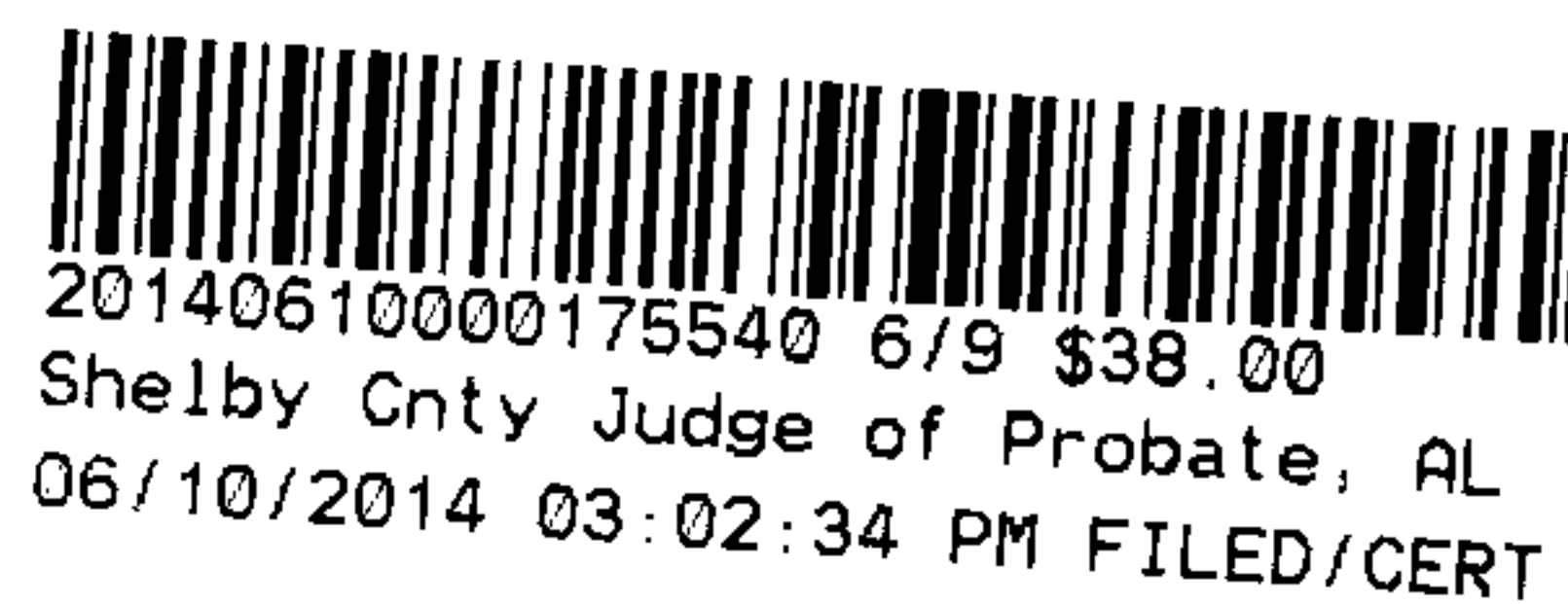
On the 30<sup>th</sup> day of May, 2014, before me, the undersigned, personally appeared Christopher F. Brogdon, personally known to me or proved to me on the basis of satisfactory evidence to be the individuals whose names are subscribed to the within instrument as the Manager of 700 RIDGEVIEW, LLC (the "Company") as indicated above and acknowledged to me that he executed the same in his capacity as such officer of said Company, and that by his signature on the instrument on behalf of said Company, the Company executed the foregoing instrument.

Courtney Ringlein  
Notary Public  
Printed Name: Courtney Ringlein

[NOTARY SEAL]  
(MUST BE FULLY LEGIBLE)

My Commission Expires: 11/15/2017

[SIGNATURES CONTINUE ON NEXT PAGE]



LENDER:

FIDELITY BANK

By:  [SEAL]  
Kevin H. Lubitz, Vice President

[BANK SEAL]

**Acknowledgment**

On the 20<sup>th</sup> day of May, 2014, before me, the undersigned, personally appeared Kevin H. Lubitz, personally known to me or proved to me on the basis of satisfactory evidence to be the individuals whose names are subscribed to the within instrument as the Vice President of FIDELITY BANK as indicated above and acknowledged to me that he executed the same in his capacity as such officer of said Lender, and that by his signature on the instrument on behalf of said Lender, the Lender executed the foregoing instrument.

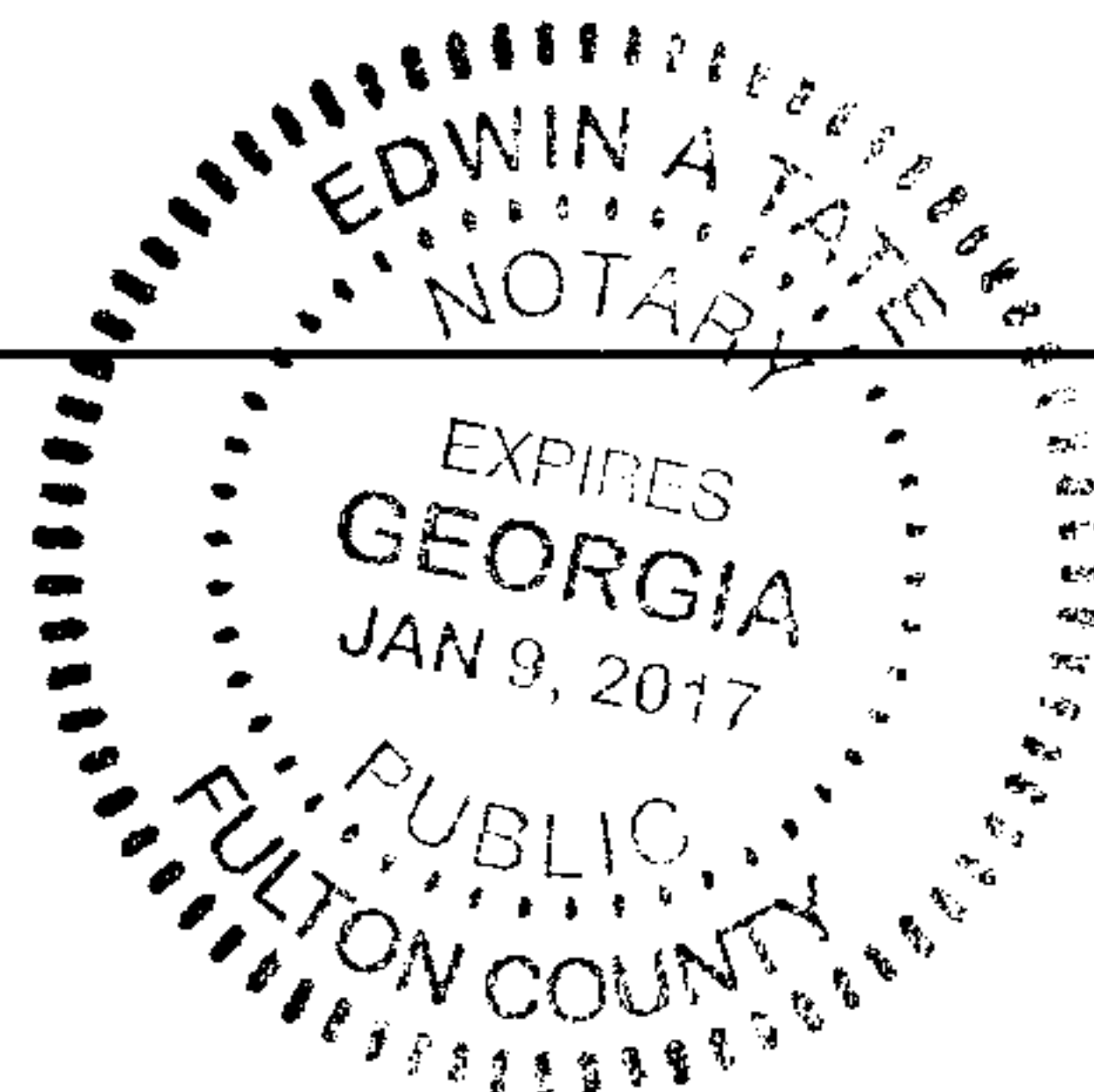


Notary Public

[NOTARY SEAL]  
(MUST BE FULLY LEGIBLE)

Printed Name: \_\_\_\_\_

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



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## EXHIBIT "A"

Legal Description:

**Lot 2D-3A, according to the Southerland Place Resurvey, as recorded in Map Book 25, Page 143, in the Probate Office of Shelby County, Alabama.**




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**EXHIBIT "B"**  
**Permitted Encumbrances**

1. Taxes and assessments for the year 2014 and subsequent years and not yet due and payable.
2. Easements, reservations, restrictions, rights-of-way and setback lines as reserved and shown on record map of subdivision in Map Book 21, Page 92 and Map Book 25, Page 143.
3. Oil, gas and mineral rights as contained in instrument recorded in Deed Book 66, Page 34 and Deed Book 28, Page 581.
4. Declaration of Covenants, Conditions and Restrictions for Meadow Brook Corporate Park as set out in Book 5, Page 772 along with First Amendment recorded in Book 177, Page 269; Second Amendment recorded in Instrument #1993-18243; Third Amendment recorded in Instrument #1996-27981 and Fourth Amendment recorded in Instrument #1996-28517, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604 (c).
5. Nonexclusive Installation and Service Agreement dated February 27, 2009 and recorded in Instrument #20090728000289160.

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